

Time For A Mustang

When Does The Clock Start?

Maxims such as “strike while the iron is hot,” “he who hesitates is lost,” and “the early bird catches the worm” reflect the common sense concept that, if there is something you want, you shouldn’t wait too long to try to get it.

The law embodies this idea in the form of statutes of limitation. Such rules require that a claim must be brought within a certain period of time, otherwise the right to assert the claim may be lost. Statutes of limitation, which vary from state to state, allow prospective defendants to take comfort in the fact that, at some point, a claim involving a particular set of facts can no longer be brought against them.

Assessing whether a defendant has a valid statute of limitation’s defense may involve several questions. What statutory period is applicable to the facts of the case? What event starts the clock? What constitutes sufficient action in terms of bringing a claim before the period has run? And is there any fact or other consideration that merits temporarily stopping the clock at any point?

The case of *Mancino vs. Rydarowicz*, decided on February 11, 2000, by the Court of Appeals of Ohio, examined some of these questions in the context of an old car.

According to the Court, Wayne Mancino owned a 1965 Ford Mustang. Mancino allegedly entered into an agreement in which John Rydarowicz agreed to perform certain services on the Mustang for \$3,546.70. These included welding, replacing the inner frame and floors, bodywork, painting, and mechanical work. Rydarowicz completed these services and returned the car to Mancino. Later, Mancino allegedly noticed that the paint had runs, there was a dent in the right front fender, and water was coming into the car. Upon removing the carpet, Mancino allegedly noticed that the car had been improperly welded. Mancino also had to replace the voltage regulator.

Mancino advised Rydarowicz of the defects. Rydarowicz, a high school teacher, allegedly indicated that he worked on cars in his spare time and did not have the time to repair the defects immediately. Mancino subsequently had them corrected by a mechanic, and then sued Rydarowicz for breach of contract.


At trial, Rydarowicz made a motion to dismiss, claiming that Mancino failed to bring the action within Ohio’s six-year statute of limitations for oral contracts: “an action upon a contract not in writing...shall be brought within six years after the cause thereof accrued.” The trial court granted Rydarowicz’s motion, stating that the agreement between the parties was entered into prior to June 30, 1991, but the law-

suit was not brought until June 30, 1997, more than six years later. Mancino appealed.

The Court of Appeals reversed the trial court’s ruling, and sent the case back down to the trial court.

The Court first rejected Mancino’s argument that the parties had entered into a written contract, for which Ohio provides a 15-year statute of limitations, which would not have run out until July 23, 2006. “While there was an invoice presented to the trial court dated July 23, 1991, such invoice did not specifically define the terms of the agreement. The invoice merely listed materials purchased and certain items under the labor section. It did not specifically state the obligations of the parties, nor did it indicate that [Rydarowicz] agreed to repair any of the alleged defects claimed by [Mancino]....”

Since the invoice did not provide a clear definition of the parties’ obligations under the agreement...the fifteen-year statute of limitation...did not apply in this case.”

Mancino’s second appellate argument, that the trial court erred by calculating the start of the oral contract statute of limitations at the date of the contract rather than at the date the breach was discovered, fared better. “In the present matter, the trial court recognized, but incorrectly applied, the six-year statute of limitations. [T]he trial court found that the agreement between the parties was made prior to June 30, 1991. The trial court further found that [Mancino] did not discover the alleged defects until August 31, 1993. The trial court held that [Mancino]’s claim was barred by the applicable statute of limitations because it was not brought until June 30, 1997, which was more than six years from the date upon which the parties entered into their agreement. [T]he trial court incorrectly began to run the statute of limitations from the date of the parties’ agreement. However, the six-year statute of limitations...does not begin to run until the party discovers the alleged defects...Since the trial court stated...that [Mancino] did not discover the defects until August 31, 1993, the statute of limitations would not have expired until August 31, 1999. [Mancino]’s cause of action was brought on June 30, 1997, which was well within the six-year statute of limitations...Therefore, the trial court erred in granting [Rydarowicz]’s motion to dismiss.” 

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