

1984 WL 250016 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

November 30, 1984

*1 The Honorable T. Ed Garrison
Senator
District No. 3
Route 2
Anderson, South Carolina 29621

Dear Senator Garrison:

By your letter of November 16, 1984, you have asked whether, according to the provisions of the proposed Physical Fitness Service Act, life memberships or contracts in excess of thirty-six (36) months would be terminated if the proposed Act should be enacted by the General Assembly. We would advise that such contract would not be affected by the proposed Act.

Section 2 of the proposed Act is as follows:

The provisions of Chapter 73 of Title 44 of the 1976 Code do not apply to any contracts for physical fitness services entered into before the effective date of this act, except that recovery may be made on any bond or certificate of deposit required under Chapter 73 for failure to comply with preexisting contractual obligations.

Language of a statute is to be given its plain and ordinary meaning, absent ambiguity. [Merchants Mutual Insurance Company v. South Carolina Second Injury Fund](#), 277 S.C. 604, 291 S.E.2d 667 (1982). While other provisions of the proposed Act limit contracts plus renewals to a maximum term of thirty-six months, the plain meaning of Section 2 would exempt contracts of whatever duration already existing on the effective date of the act.

As we discussed by telephone, it might be advisable to ensure that Section 2 of the proposed Act is codified by giving it a specific code section number. While the provision would still be effective without a designated code section number, fewer questions would arise if the section were codified.

You suggested that I talk with Kit Smith about the proposal; she is apparently out of town until Monday, December 10 but I will talk with her when she returns. This letter is to advise you of the applicability of Section 2 of the proposed Act. If after talking with Ms. Smith it appears that we need to deal with the bond aspect, the impairment of contracts problem, or any other aspect of the proposal, I will contact you again.

With kindest personal regards, I am
Sincerely,

Patricia D. Petway
Assistant Attorney General

1984 WL 250016 (S.C.A.G.)