

The State of South Carolina



Office of the Attorney General

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March 10, 1986

The Honorable Michael R. Davis
Magistrate, Lykesland District
1403 Caroline Road
P. O. Box 9523
Columbia, South Carolina 29290

Dear Magistrate Davis:

In a letter to this Office you referenced the following situation:

A company such as a lawn maintenance firm has a contract to do monthly lawn maintenance for an apartment complex at a rate of \$800.00 per month. After three months no payment is made and because of the low cost and the expediency of the magistrate's court the lawn maintenance company desires to pursue this matter. They want to divide the total into monthly amounts of \$800.00 and do three Summons and Complaints rather than one for \$2,400.00 in Court of Common Pleas.

Pursuant to Section 22-3-10(1) of the 1976 Code of Laws, as amended, magistrates have civil jurisdiction in actions arising on contracts to recover money if the sum claimed does not exceed one thousand dollars. In Catawba Mills v. Hood, 42 S.C. 203, 20 S.E. 91 (1894) the South Carolina Supreme Court stated:

(a)lthough a party has the right to reduce the amount of his cause of action so as to bring it within the jurisdiction of a trial justice, yet when he reduces the amount of his claim for this purpose by leaving off

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any of the items that could be included in his cause of action at the time of the commencement of his action in the trial justice court, he shall not thereafter be allowed to bring an action on the items so left out. Leaving out such items is equivalent to payment of them. See also: Bridges v. Joanna Cotton Mill et al. 214 S.C. 319, 52 S.E.2d 406 (1949); Stroy v. Nicpee, 105 S.C. 265, 89 S.E. 666 (1914); Beatty v. Massachusetts Protective Assn., 160 S.C. 205, 158 S.E. 206 (1929); Brunson v. Furtick, 72 S.C. 579, 52 S.E. 424 (1905).

The Court further explained that a party would not be prohibited from bringing an action later on items that could not have been included at the time of the commencement of the action where the cause of action on such items had not then matured.

Referencing the above, the company in your situation could reduce the amount owed below one thousand dollars so as to bring the case in a magistrate's court. However, assuming that pursuant to a contractual agreement the amount by which the apartment complex is behind in its payments is due and owed at the time of the commencement of the suit, consistent with Catawba Mills, further suits could not be brought in the magistrate's court to recover such amounts not originally claimed.

If there are any questions, please advise.

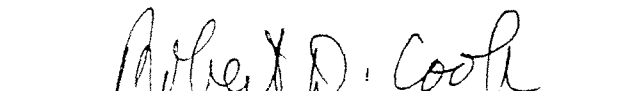
Sincerely,



Charles H. Richardson
Assistant Attorney General

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REVIEWED AND APPROVED BY:


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