

## **BE WARY OF THE CLOCK**

Unbeknownst to many litigants, state and federal governments have set up certain limitation periods to prevent stale claims in the court system. The theory being that litigants should be forced to bring their claims within a reasonable time period so there can be some sort of “closure” and parties can go their separate ways.

Almost any type of claim that can be brought in a court proceeding is subject to some sort of limitations period. In Minnesota, service of a Summons and Complaint within the limitations period, will, in most cases, be sufficient to satisfy any statute of limitations.

Some examples of limitation periods are:

- Breach of contract in Minnesota has a six (6) year limitation from the point the contract was broken;
- Defamation, assault, or false imprisonment has a two (2) year limitation;
- Poor Construction work on your property has a two (2) year limitation from the date you discover the condition but no more than ten (10) years after the substantial completion of the project; and
- Judgments must be collected within ten (10) years.

Parties can always agree to extend the statute of limitations on a claim which will essentially “toll” or suspend the statute of limitations from running pursuant to the terms of the agreement. Furthermore, certain conditions such as insanity or infancy automatically suspend the statute of limitations on a claim pursuant to state law. Competent legal advice should always be sought when a person or company believes that it may have grounds to seek relief through a court proceeding.