

## **Georgia**

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Contract (written)—six years, § 9-3-24

Contract (oral)—four years, §§ 9-3-25, 9-3-26

Contract (under seal) —twenty years, § 9-3-23

Sale of goods—four years, § 11-2-725

### **Cases Interpreting Statute of Limitations**

A cause of action for non-payment of a credit card account is subject to § 9-3-24, where the credit card was accepted and used by the debtor, even where there is no signed contract. *Phoenix Recovery Group, Inc. v. Mehta*, 663 S.E.2d 290 (Ga. Ct. App. 2008); *Hill v. American Express*, 289 Ga. App. 576 (657 SE2d 547) (2008).

Borrower's breach of contract claim against mortgage lender subject to the 20-year limitations period of § 9-3-23 for documents under seal. *Malone v. Federal Home Loan Mortgage Corporation*, No. 1:14-cv-193 (WLS), United States District Court, M.D. Ga (May 12, 2016).

A sealed instrument contains "both a recital in the body of the instrument of an intention to use a seal and the affixing of the seal or scroll after the signature." *Chastain v. L. Moss Music Co.*, 64 S.E.2d 205, 206 (Ga. Ct. App. 1951). The "affixing of the seal" may simply be the word "seal" written next to a signor's signature. *Perkins v. M&M Office Holdings, LLC*, 695 S.E.2d 82, 84 (Ga. Ct. App. 2010).

### **Borrowing Statute**

None.

Choice of law provisions import substantive law and not procedural limitations periods. *Lloyd et al. v. Prudential Securities, Inc. et al.*, 438 S.E.2d 703 (Ga. Ct. App. 1993).

### **Cases Interpreting Borrowing Statute**

Not applicable.

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