

## **Missouri**

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- **Writing for Payment of Money** – 10 years; Mo. Rev. Stat. § 516.110(1).
- **Written Contract** - 5 years, Mo. Rev. Stat. § 516.120 (1).
- **Oral Contract** - 5 years, Mo. Rev. Stat. § 516.120 (1).
- **Sale of goods** - 4 years, Mo. Rev. Stat. § 400.2.725.

### **Period of Limitation – Mo. Rev. Stat. § 516.100.**

Civil actions, other than those for the recovery of real property, can only be commenced within the periods prescribed in the following sections, after the causes of action shall have accrued; provided, that for the purposes of sections 516.100 to 516.370, the cause of action shall not be deemed to accrue when the wrong is done or the technical breach of contract or duty occurs, but when the damage resulting therefrom is sustained and is capable of ascertainment, and, if more than one item of damage, then the last item, so that all resulting damage may be recovered, and full and complete relief obtained.

### **Cases Interpreting Statutes of Limitations**

"A cause of action accrues, and the limitation period begins to run, when the right to sue arises. . . . When a payment obligation has a specific due date, the cause of action accrues on that date." *White v. Emmanuel Baptist Church*, 519 S.W.3d 917, 926 (Mo. Ct. App. 2017).

In *Capital One Bank v. Creed*, 220 S.W.3d 874, 878 (Mo. Ct. App. 2007), the credit card issuer brought an action against the cardholder for breach of contract and argued the 10-year statute of limitation applied. The issuer did not produce a writing in which the cardholder promised to pay money, but argued the cardholder's use of the card established acceptance of the terms stated in its customer agreement. The court disagreed, explaining "in order to constitute a promise to pay money within the meaning of [the 10-year statute), the writing must contain a promise to pay money and the promise or obligation to pay the money must arise from the writing itself and may not be shown by extrinsic evidence. . . . A claim for breach of contract evidenced by act or implied by law is governed by the five-year statute."

"Section 516.110(1) imposes a ten-year statute of limitations for an action upon any writing for the payment of money or property. For a claim to fall within Section 516.110(1) it must appear that the money sued for is promised by the language of the writing. The promise must be contained within the writing and may not be shown by extrinsic evidence or consist of an obligation imposed by law from the facts. However, the promise need not be stated in express terms so long as the language of the writing, by fair implication, is open to the construction that it contains such a promise. Once the plaintiff establishes the fact of a promise, the plaintiff may use extrinsic evidence to show other details, including the exact amount due." *Collins v. Narup*, 57 S.W.3d 872, 874 (Mo. Ct. App. 2001) (internal quotes and citations omitted).

### **Borrowing Statute – Mo. Rev. Stat. § 516.190.**

Whenever a cause of action has been fully barred by the laws of the state, territory or country in which it originated, said bar shall be a complete defense to any action thereon, brought in any of the courts of this state.

### **Cases Interpreting the Borrowing Statute**

The Missouri borrowing statute [] provides that whenever a cause of action is fully barred by the laws of the state where it arose, that bar is a complete defense to any action thereon in the courts of this state. *Garrett v. Am. Family Mut. Ins. Co.*, 520 S.W.2d 102, 119 (Mo. Ct. App. 1974).

Where the applicable statute of limitations was a Tennessee statute, the trial court correctly declined to apply a Missouri tolling statute; the applicable statute of limitations from one jurisdiction is not subject to a tolling provision from another. *Eichenwald v. Small*, 321 F.3d 733, 738 (8th Cir. 2003).