

STATE OF VERMONT
WASHINGTON COUNTY, SS.

FILED
2003 FEB -3 A 8:25

DAIMLERCHRYSLER SERVICES OF)
NORTH AMERICAN, LLC,)
Plaintiff,)

v.)

JOYCE LARRABEE N/K/A WOLFORD,)
Defendant.)

SUPERIOR COURT
WASHINGTON COUNTY

Washington Superior Court
Docket No. 530-8-02 Wncv

ENTRY ORDER

The above referenced case came before the court on October 28, 2002 for a consolidated hearing with another case on the issue of attorneys' fees. Plaintiff is represented by Alan Bjerke, Esq. Following the presentation of evidence, the court took the case under advisement.

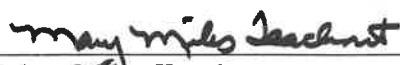
In the course of preparing a decision and order in the case, the court reviewed the Affidavit in Support of Plaintiff's Motion for Default/Summary Judgment filed September 23, 2002. In it the affiant states that the vehicle was repossessed for nonpayment and sold at private sale on November 6, 1997, leaving a deficiency balance due of \$3,385.51. The statute of limitations for breach of sales contracts is four years. 9A V.S.A. §2-725. This case was filed on August 26, 2002. Although the affidavit does not include facts stating exactly what breach occurred under the contract and when it occurred, the breach is presumably nonpayment of the deficiency balance, and it is apparent that such breach is likely to have taken place more than four years before the filing of this action. Therefore, it appears the case was filed out of time.

In the event that there are additional facts that show that the case was timely filed, the case will be left open for ten days to permit the filing of a supplemental affidavit. If none is filed, the case will be dismissed.

For the foregoing reasons, it is hereby ordered that:

The Motion for Default Judgment is *denied*, and
The case will be dismissed in ten days if no supplemental affidavit or motion is filed.

Dated at Montpelier, Vermont this 31st day of January, 2003.


Mary Miles Teachout
Superior Court Judge