

STATE OF ARIZONA

SUPREME COURT

Tang Investment Company, LLC, an
Arizona limited liability company,

Petitioner/Appellee,

v.

Jose R Aroca and Kirstin Aroca,
husband and wife,

Respondent/Appellants.

Arizona Supreme Court
No CV24-0049-PR

Court of Appeals
Division Two
No. 2 CA-CV 2023-0046

Pinal County
Superior Court of Arizona
S1100CV202200940

**POST ORAL ARGUMENT SUPPLEMENTARY
BRIEF OF PETITIONER**

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Petitioner requests that the Arizona Supreme Court consider the history of Arizona's statute of limitations, A.R.S. § 12-548, setting a six-year limitation for a contract in writing for a debt. At oral argument counsel for Petitioner referred to the existence of the statute of limitations at the time the Arizona Supreme Court issued its opinion in *Provident Mutual Building-Loan Assoc. v. Schwertner*, 15 Ariz. 517, 140 P. 495 (1914). Two pages attached from Westlaw reflect the following history of A.R.S. § 12-548. First, the current six-year limitation for a contract in writing for debt is set out in A.R.S. § 12-548, effective July 20, 2011. (See page 1). Page 1 shows A.R.S. § 12-548 was amended by Laws 2011, Ch 57 § 1. The second page is titled Editor's and Revisor's Note for A.R.S. § 12-548 and its **HISTORICAL AND STATUTORY NOTES** show the Source dating back to 1901. In 1914 those notes show the 1913 Civ. Code statute was § 714. At the end of page 2 the Notes show how the section read before the 2011 amendment—as one sentence that was essentially the same as the current A.R.S. § 12-548's Section A's first line.

The antecedent to A.R.S. § 12-548 was considered by the Arizona Supreme Court in *Provident* where the appealed judgment was in an action to quiet title because the statute of limitations had run on the note which secured a deed of trust. The trial court granted judgment, removing the deed of trust lien. In its six unnumbered paragraphs the Arizona Supreme Court set out those facts in the first

paragraph; reversed the trial court judgment, remanded for a new trial to determine what was still owed on the debt, 60 days to pay the debt; and if not, the action was to be dismissed, all as set out in the last paragraph.

RESPECTFULLY submitted this 7th day of November, 2024.

/s/ Robert S. Porter

Robert S. Porter

*Attorney for Petitioner/Appellee Tang
Investment Company, LLC*

Arizona Revised Statutes Annotated
Title 12. Courts and Civil Proceedings
Chapter 5. Limitations of Actions (Refs & Annos)
Article 3. Personal Actions (Refs & Annos)

A.R.S. § 12-548

§ 12-548. Contract in writing for debt; six year limitation; choice of law

Effective: July 20, 2011

Currentness

A. An action for debt shall be commenced and prosecuted within six years after the cause of action accrues, and not afterward, if the indebtedness is evidenced by or founded on either of the following:

1. A contract in writing that is executed in this state.
2. A credit card as defined in § 13-2101, paragraph 3, subdivision (a).

B. If there is a conflict between another jurisdiction and this state relating to the statute of limitations for a debt action as described in subsection A of this section, this section applies.

Credits

Amended by Laws 2011, Ch. 57, § 1.

A. R. S. § 12-548, AZ ST § 12-548

Current through legislation of the Second Regular Session of the Fifty-Sixth Legislature (2024).

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Editor's and Revisor's Notes (1)

HISTORICAL AND STATUTORY NOTES

Source:

Civ.Code 1901, § 2954.

Civ.Code 1913, § 714.

Laws 1917, Ch. 76, § 2.

Rev.Code 1928, § 2062.

Code 1939, § 29-205.

Adopted from Texas, see Vernon's Ann.Civ.St. art. 5527 .

The 2011 amendment by Ch. 57 rewrote the section, which had read:

"An action for debt where indebtedness is evidenced by or founded upon a contract in writing executed within the state shall be commenced and prosecuted within six years after the cause of action accrues, and not afterward."

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