

IN THE MUNICIPAL COURT OF CLARK COUNTY, OHIO

ERIC R. CROW, et al.

2016 OCT -3 AM 9:26

Plaintiffs,

LETITIA AUGUSTIN, CLERK,
MUNICIPAL COURT

CASE NO. 15CVF02981

v.

MARGARET BALDINO

BY ap DEPUTY

ENTRY

Defendant.

* * * * *

This matter came before the Court on the *pro se* Motion To Dismiss filed September 27, 2016 by Defendant Margaret Baldino.

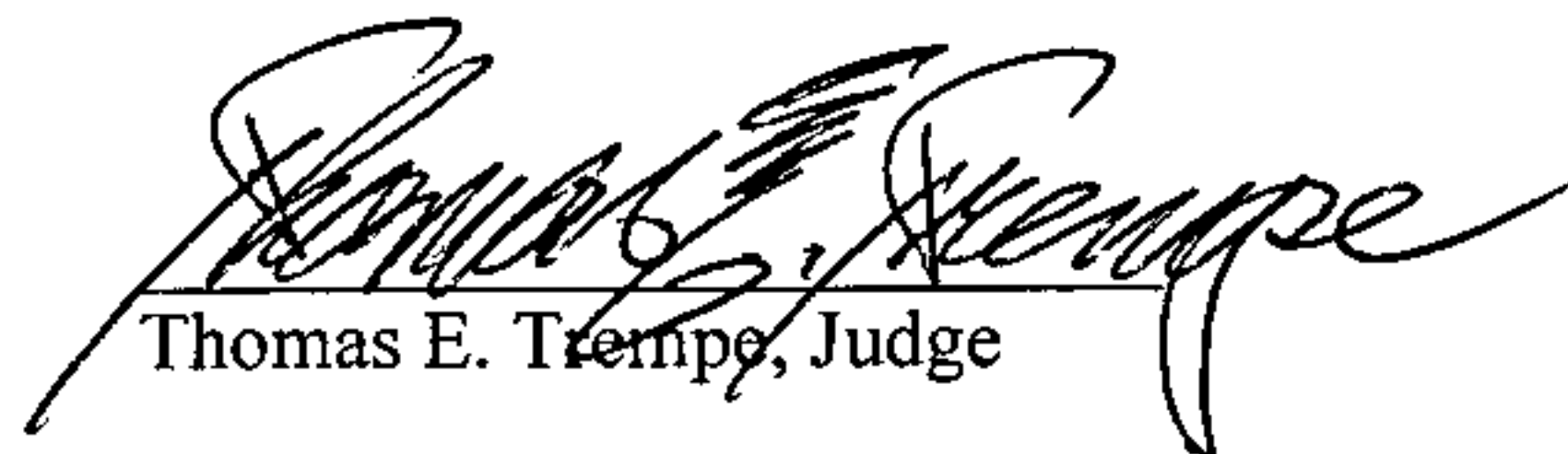
In the first branch of her Motion To Dismiss, the defendant makes some factual assertions and a claim that the plaintiffs' action is barred by the statute of limitations.

The facts asserted by the defendant are not in evidence, and as such provide no basis for dismissal of the complaint.

The plaintiffs' action is based upon a lease agreement, which is a contract in writing. The plaintiffs have asserted their action within the eight-year statute of limitations period for actions on a contract in writing. Ohio Revised Code Section 2305.06.

In the second branch of her Motion To Dismiss, the defendant asserts that the plaintiffs have waived any action for damages in Section XIII of the Lease. The defendant quotes a portion of Section XIII that would support her argument, but ignores the phrase "to the extent that such claims shall be covered by casualty insurance,"

IT IS ORDERED that the defendant's Motion To Dismiss is denied.


Thomas E. Trempe, Judge

cc: ~~Andrew Elder, Attorney for Plaintiffs~~
~~Margaret Baldino, Pro se Defendant~~

FILED

OCT 03 2016

JUDGE THOMAS E. TREMP
CLARK COUNTY MUNICIPAL COURT