

1983 WL 182069 (S.C.A.G.)

Office of the Attorney General

State of South Carolina
November 30, 1983

*1 The Honorable Elizabeth V. Eddins
Clerk of Court of Chesterfield County
County Courthouse
Chesterfield, South Carolina 29709

Dear Mrs. Eddins:

You have asked this Office for an opinion as to which statute is to be utilized in the selection of arbiters for the arbitration of an automobile property damage case. You have indicated that you have been following Section 56-11-510, Code of Laws of South Carolina (1976), under the Automobile Reparation Reform Act, as directed by Court Administration; however, an attorney has requested that arbiters be appointed for an automobile property damage case under Section 15-48-30 (1982 Cum. Supp.), which is a portion of the Uniform Arbitration Act. For the reasons following, this office advises that arbiters for automobile property damage cases should be appointed pursuant to Section 56-11-510.

The General Assembly has enacted several statutes pertaining to arbitration of disputes. In addition to the two statutes cited above, [Section 10-1-100 of the Code](#) pertains to arbitration in public construction project disputes; Section 29-7-30 deals with the right of contractors to have the right of arbitration by agreement with laborers, subcontractors, and materialmen with regard to liens; Sections 41-17-10 et seq. pertain to the conciliation of industrial labor disputes; Section 48-43-600 covers arbitration of claims for damages resulting from an unlawful discharge of pollutants; and Section 56-9-880 prohibits arbitration clauses in uninsured motorist provisions. A review of these statutes reveals that Sections 15-48-10 et seq. pertain to arbitration generally, whereas the other six statutes cited above pertain to arbitration in specific circumstances.

It is a well-recognized rule of law that where one statute deals with a subject in general terms and another statute deals with the same subject in more detailed terms, the two statutes must be harmonized where possible; and if the statutes may not be harmonized, the specific statute will prevail. 2A [Sutherland Statutory Construction](#), § 51.05. See also [Culbreth v. Prudence Life Insurance Company](#), 241 S.C. 46, 127 S.E.2d 132 (1962) (law pertaining to health and accident insurance policies will prevail over general law relating to insurance) and [Criterion Insurance Company v. Hoffman](#), 258 S.C. 282, 188 S.E.2d 459 (1979) (law pertaining to manner of bringing an action against an uninsured motorist will prevail over law pertaining to bringing civil suits in general). Thus, because Section 56-11-510 deals more specifically with arbitration in automobile property damage cases, it will prevail over Section 15-48-30, part of the general arbitration statute.

I trust that this discussion has satisfactorily responded to your question. If you need further clarification, please contact me at 758-3970.

Sincerely,

Patricia D. Petway
Staff Attorney

1983 WL 182069 (S.C.A.G.)