

THOMAS MANGAN

v.

ANTHONY CROWLEY

Submitted on Briefs October 31, 2002
Decided November 19, 2002

Panel: RUDMAN, and DANA, ALEXANDER, CALKINS, and LEVY, JJ.

MEMORANDUM OF DECISION

Thomas Mangan appeals from a judgment entered in the District Court (Lewiston, *McElwee, J.*) granting Anthony Crowley's motion to dismiss Mangan's complaint seeking money owed. As Mangan contends, the District Court erred by concluding the statute of limitations set forth in 14 M.R.S.A. § 752 (1980) barred his claims. A separate cause of action exists on a contract requiring installment payments as each payment becomes due and payable, unless the contract contains an acceleration clause. *Briggs v. Briggs*, 1998 ME 120, ¶ 8, 711 A.2d 1286, 1289; *Barron v. Boynton*, 137 ME 69, 72, 15 A.2d 191, 193 (1940). Because the contract at issue contained no such clause, Mangan retains a cause of action on those installments missed within six years of his lawsuit. *Barron, Id.*

The entry is:

Judgment vacated; remand to District Court for further proceedings.

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