

STATE OF MICHIGAN
COURT OF APPEALS

GERALD SAMUEL YEITER,

Plaintiff-Appellant,

v

KNIGHTS OF ST. CASIMIR AID SOCIETY,

Defendant-Appellee,

and

STANLEY WALSH and GRETTA WALSH,

Defendants.

UNPUBLISHED

December 1, 1998

No. 203036

Kent Circuit Court

LC No. 95-000622 CK

Before: Sawyer, P.J., and Wahls and Hoekstra, JJ.

MEMORANDUM.

Plaintiff Gerald Samuel Yeiter appeals of right from the judgment awarding him damages against defendant Knights of St. Casimir Aid Society. We affirm.

Between August 1976 and July 1992, plaintiff made eleven interest-free loans to the Society totaling \$59,500. During this period the Society made payments totaling \$26,350.

On February 15, 1995, plaintiff filed suit to collect the unpaid balance of \$33,600. Plaintiff moved for summary disposition pursuant to MCR 2.116(C)(9) and (10). In response, the Society argued both that the loans had been personal to Stanley Walsh, its president, and that plaintiff's claims were barred by the six-year statute of limitations on contract actions. MCL 600.5807(8); MSA 27A.5807(8). After finding that each loan was a separate transaction, the trial court granted partial summary disposition in favor of plaintiff for all loans made on or after February 14, 1989, and partial summary disposition to the Society for all loans made prior to that date. Subsequently, the trial court entered judgment in favor of plaintiff in the amount of \$18,000, plus interest and costs for a total of \$20,995.56.

This Court reviews a trial court's ruling on a motion for summary disposition de novo. *Harrison v Olde Financial Corp*, 225 Mich App 601, 605; 572 NW2d 679 (1997).

Plaintiff argues that a payment made by the Society on August 8, 1989, was a new promise to pay a loan made on December 14, 1988. The statute of limitations began anew on the date of payment; therefore, the suit filed on February 14, 1995, was timely as to that loan as well as to those made on or after February 14, 1989. *Bonga v Bloomer*, 14 Mich App 315; 165 NW2d 487 (1968).

We disagree. Plaintiff does not contest the trial court's finding that each loan was a separate transaction. A partial payment made on a debt after the debt matures serves to revive the statute of limitations. A new cause of action accrues on the date of payment. *Bonga; Alpena Friend of the Court ex rel Paul v Durecki*, 195 Mich App 635; 491 NW2d 864 (1992). However, in order for the statute of limitations to be revived in such a way, the partial payment must be accompanied by a recognition of the entire debt and an indication of an intention to pay same. *Bonga, supra*, 14 Mich App at 319. The record does not indicate that the Society made any such indication when it made the payment on August 8, 1989.

Affirmed.

/s/ David H. Sawyer

/s/ Myron H. Wahls

/s/ Joel P. Hoekstra