OPINION SUMMARY
MISSOURI COURT OF APPEALS EASTERN DISTRICT

DIVISION ONE

SALLY BACON,	)	No. ED109141
	)	
Appellant,	)	Appeal from the Circuit Court of
	)	Franklin County
vs.	)	
	)	Honorable Isidore I. Lamke
JEFFREY FRIEDMAN, ET AL.,	)	
	)	
Respondent.	)	Filed: March 30, 2021

Sally Bacon ("Bacon") appeals from the judgment of the Circuit Court of Franklin County, which granted the motion for summary judgment filed by Jeffrey Friedman ("Friedman"), Monica Friedman, Steven Kuess, and Theresa L. Keuss (collectively "Respondents"), holding that Bacon's claims for breach of contract, quantum meruit, and unjust enrichment arising from the sale of her privately-held archery business to Respondents were barred by the five-year statute of limitations under § 516.120(1) Mo. Rev. Stat. Cum. Supp. 2014. In her sole point on appeal, Bacon argues that the circuit court erred in granting Respondents' motion for summary judgment because there is a genuine dispute regarding: (1) the existence of the alleged oral agreement to sell the archery business to Respondents; and (2) the amount of the monthly payments allegedly required thereunder. Bacon further argues that her claims are not barred by the five-year statute of limitations because the parties' underlying oral agreement with respect to the disputed $69,283 was an "installment contract," and thus, Respondents' alleged breach thereof is ongoing.

AFFIRMED.

DIVISION ONE HOLDS: Although there is a dispute regarding the existence of the alleged oral agreement to sell Bacon's archery business to Respondents and the amount of the monthly payments allegedly required thereunder, these disputes are not material to Respondents' right to judgment as a matter of law regarding their statute of limitations defense to each claim under § 516.120(1). In addition, Respondents are entitled to judgment as a matter of law with respect to their statute of limitations defense because the parties' purported oral agreement with respect to the repayment of the disputed $69,283 was not an "installment contract" under Missouri law. Thus, Respondents' alleged breach of the purported oral agreement is not ongoing; rather, Bacon's breach of contract claim accrued no later than October of 2006 when Friedman refused to execute the second promissory note that Bacon demanded Respondents execute. In addition, because Bacon's quantum meruit and unjust enrichment claims arise out of the disputed $69,283, they also accrued no later than October of 2006 for the same reasons. Furthermore, each of Bacon's claims are subject to the five-year statute of limitations of § 516.120(1). Therefore, because Bacon did not commence this action until August of 2014, well more than five years after her claims accrued, each claim is time-barred under § 516.120(1). Thus, the trial court's grant of summary judgment in favor of Respondents on all three claims was proper.

Opinion by: Kelly C. Broniec, J.
Colleen Dolan, P.J. and Robert M. Clayton III, J. concur.

Attorney for Appellant: Alan S. Mandel

Attorney for Respondent: Steven P. Kuenzel, Jr. and Taylor R. Resnik

THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.