

STATE OF MICHIGAN
COURT OF APPEALS

CENTAUR MANAGEMENT COMPANY,

Plaintiff- Appellant,

v

JACOBSON-STEWART LANSING
PROPERTIES PARTNERSHIP and JOSEPH
JACOBSON,

Defendants- Appellees,

and

UAW-GM LEGAL SERVICES PLAN,

Defendant.

Before: Bandstra, P.J., and Griffin and Young, Jr., JJ.

PER CURIAM.

Plaintiff Centaur Management Company appeals as of right from the trial court's order granting summary disposition to defendants Jacobson-Stewart Lansing Properties and Joseph Jacobson ("the Jacobson defendants") on plaintiff's claim of tortious interference with a contractual relationship. We affirm.

The essence of plaintiff's appeal is that the trial court erred in determining that this Court's prior opinion in *Centaur Management Co v UAW-GM Legal Services*, unpublished opinion per curiam of the Court of Appeals (Docket No. 112691, issued 8/12/91), precluded plaintiff from recovering further damages from the Jacobson defendants. Plaintiff claims that it is still entitled to recover consequential damages if it is determined that the Jacobson defendants tortiously interfered with the contract between plaintiff and defendant UAW-GM Legal Services Plan ("UAW-GM"). We are constrained to disagree.

In its prior opinion, this Court held that there was no covenant, express or implied, requiring UAW-GM to move in and occupy the premises. Accordingly, this Court held that the jury's award of consequential damages based on that nonexistent "breach" was "contrary to law and not supported by the evidence." Clearly, this holding, to which we are bound by the law of the case doctrine, *Johnson v White*, 430 Mich 47, 52-53; 420 NW2d 87 (1988), precludes any recovery by plaintiff of consequential damages from UAW-GM for breach of contract.

Furthermore, although not stated with clarity, we believe that this Court's prior opinion likewise precludes any recovery by plaintiff of consequential damages from the Jacobson defendants. In order to establish tortious interference with a contractual relationship, a plaintiff must show a "breach." *Jim-Bob, Inc v Mehling*, 178 Mich App 71, 95-96; 443 NW2d 451 (1989). As this Court noted in its prior opinion, plaintiff's claim for consequential damages flowed, not from UAW-GM's refusal to pay rent, but from its failure to move in and occupy the premises. In other words, UAW-GM's failure to occupy the premises is the only "breach" that could support plaintiff's claim for consequential damages. However, as stated, this Court held that UAW-GM did not breach a covenant to move in and occupy the premises. By the same token, defendants could not, as a matter of law, have instigated such a "breach." Accordingly, the trial court properly concluded that, under this Court's prior opinion, plaintiff cannot recover consequential damages either for UAW-GM's refusal to pay rent or for the Jacobson defendants' alleged tortious interference with plaintiff and UAW-GM's contractual relationship.¹

Affirmed.

/s/ Richard A. Bandstra

/s/ Richard Allen Griffin

/s/ Robert P. Young, Jr.

¹ We note that a judgment awarding compensatory damages, mediation sanctions, and interest has been entered and apparently satisfied by UAW-GM.