

STATE OF MICHIGAN  
COURT OF APPEALS

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XAVIER WHITE,

Plaintiff-Appellant,

v

ELIZABETH P. HARTJEN,

Defendant,

and

K.E.Y.S., INC., and BRADY KEYS FOOD, INC.,  
a/k/a KEYS ENTERPRISES, INC.,

Defendants-Appellees.

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UNPUBLISHED

December 14, 1999

No. 209449

Wayne Circuit Court

LC No. 96-623651 CH

Before: Wilder, P.J., and Bandstra and Cavanagh, JJ.

PER CURIAM.

Plaintiff appeals as of right from the trial court order awarding defendant K.E.Y.S., Inc., (K.E.Y.S.) a money judgment representing the outstanding balance on the parties' land contract and further providing that if plaintiff failed to make the payment by January 31, 1998, a receiver would be appointed to sell the subject property. We affirm.

I

Plaintiff contends that the trial court erred by allowing defendants to cross-examine him on issues other than damages. We review a trial court's decision concerning the admission of evidence for an abuse of discretion. *Lagalo v Allied Corp (On Remand)*, 233 Mich App 514, 517; 592 NW2d 786 (1999).

Plaintiff asserts that, because a default had been entered against defendants, the sole matter at issue was the amount of damages. Accordingly, plaintiff contends, the trial court should not have allowed defendants to question him regarding other issues.

After a trial court has defaulted a party, a court may conduct any hearing it deems necessary to determine the amount of damages or investigate any other matter. MCR 2.603(B)(3). In the present case, plaintiff alleged fraud and sought exemplary damages in the form of attorney fees. An award of exemplary damages is only appropriate where it compensates a plaintiff for the humiliation, outrage, and indignity that stems from malicious and wilful conduct by a defendant. *B & B Investment Group v Gitler*, 229 Mich App 1, 9-10; 581 NW2d 17 (1998). Thus, it was necessary for the trial court to familiarize itself with the parties' transactions in order to determine whether exemplary damages were warranted. Under the circumstances, the trial court did not abuse its discretion in refusing to limit the scope of defendants' cross-examination of plaintiff.

## II

Plaintiff next claims that the trial court erred in granting a money judgment to defendant K.E.Y.S., Inc. When reviewing equitable actions, this Court employs review de novo of the decision and review for clear error of the findings of fact in support of the equitable decision rendered. *LaFond v Rumler*, 226 Mich App 447, 450; 574 NW2d 40 (1997). A trial court's findings of fact are considered clearly erroneous where this Court is left with a definite and firm conviction that a mistake has been made. *Id.*

Plaintiff asserts that the withholding of payments was justified by defendants' anticipatory breach of the obligation to convey good title. The trial court did not make an express finding regarding whether K.E.Y.S. anticipatorily breached the contract. Nevertheless, we find no error requiring reversal. Plaintiff requested that the court quiet title to the property in himself. However, plaintiff's only basis for acquiring such title was by virtue of specific enforcement of the land contract, under which plaintiff was required to make specified payments. We find no merit in plaintiff's contention that he was not obligated to perform his end of the contract that was being specifically enforced at his own request.

Plaintiff also claims the court had no competent basis for ordering plaintiff to pay \$3,197.81 to K.E.Y.S. We disagree. The terms of the land contract were spelled out in the document itself, and plaintiff admitted that he had not made a payment since May 1994. A court may compute the amount due under a contract where the underlying facts are contained in the record. See *Hook v Sloman*, 145 Mich 19, 22; 108 NW 447 (1906). Plaintiff has not shown that the trial court's figure is clearly erroneous. See *LaFond, supra*.

## III

Finally, plaintiff maintains that he was deprived of his statutory right to a six-month redemption period from a foreclosure sale. We find no merit to this issue, as the record does not reveal that the sale has occurred, and the six-month redemption period provided in MCL

600.3140; MSA 27A.3140 does not begin to run until the foreclosure sale takes place.<sup>1</sup>

Affirmed.

/s/ Kurtis T. Wilder

/s/ Richard A. Bandstra

/s/ Mark J. Cavanagh

<sup>1</sup> Plaintiff also alleges violations of MCR 3.410, MCL 600.3125; MSA 27A.3125, and MCL 600.6052; MSA 27A.6052. However, because plaintiff did not raise these issues in his statement of questions presented, we decline to address them. See MCR 7.212(C)(5); *Grand Rapids Employees Independent Union v Grand Rapids*, 235 Mich App 398, 409; 597 NW2d 284 (1999).