

STATE OF MICHIGAN
COURT OF APPEALS

WILLIAM JOE,

Plaintiff-Appellant,

v

ADVANCED RESOURCES OF MICHIGAN,

Defendant-Appellee.

UNPUBLISHED

October 16, 2001

No. 218719

Oakland Circuit Court

LC No. 98-005879-NZ

Before: Hoekstra, P.J., and Talbot and Zahra, JJ.

PER CURIAM.

In this action alleging breach of employment contract, plaintiff appeals as of right from the circuit court order granting summary disposition in favor of defendant pursuant to MCR 2.116(C)(10). We affirm.

We review the trial court's grant or denial of summary disposition de novo. *Spiek v Dep't of Transportation*, 456 Mich 331, 337; 572 NW2d 201 (1998). In evaluating a motion for summary disposition brought under MCR 2.116(C)(10), "a trial court considers affidavits, pleadings, depositions, admissions, and other evidence submitted by the parties, MCR 2.116(G)(5), in the light most favorable to the party opposing the motion" to determine whether a genuine issue regarding any material fact exists. *Maiden v Rozwood*, 461 Mich 109, 120; 597 NW2d 817 (1999). If the nonmoving party fails to present evidentiary proofs showing a genuine issue of material fact for trial, summary disposition is properly granted. *Smith v Globe Life Ins Co*, 460 Mich 446, 455-456, n 2; 597 NW2d 28 (1999).

In the present case, plaintiff argues that summary disposition was improper because there was conflicting testimony regarding whether the elements of a contract were established. Plaintiff's entire case rests on the detrimental reliance exception to the general rule that indefinite employment contracts are terminable at will, as recognized in *Filcek v Norris-Schmid, Inc*, 156 Mich App 80; 401 NW2d 318 (1986), and *Hackett v Foodmaker, Inc*, 69 Mich App 591; 245 NW2d 140 (1976). In those cases, this Court held that where the plaintiff's acceptance of the defendant's job offer created an employment contract and the defendant subsequently repudiate the contract after the plaintiff relied on it to his detriment, the plaintiff could maintain a cause of action for breach of contract despite the fact that the plaintiffs' employment would otherwise have been terminable at-will.

However, even viewing the evidence submitted in the present case in the light most favorable to plaintiff, we are not persuaded that the parties entered into an enforceable contract. It is a well-established principle of contract law that a legally enforceable contract cannot be created without an offer and acceptance. *J & L Investment Co, LLC v Dep't of Natural Resources*, 233 Mich App 544, 552; 593 NW2d 196 (1999). It is equally well-established that “[a] simple offer may be revoked for any reason or for no reason by the offeror at any time prior to its acceptance by the offeree.” *Board of Control of Eastern Michigan Univ v Burgess*, 45 Mich App 183, 186; 206 NW2d 256 (1973).

Here, defendant made an offer to employ plaintiff to work “contingent upon a scheduled start date for your initial assignment at General Motors.” After expressing the proposed compensation, the offer requested defendant’s signature below a statement that “I accept the offer contingent upon an established start date.” Plaintiff makes no showing that the contingencies of that offer were met. The document itself does not state a start date nor does plaintiff show that he had been accepted for an assignment at General Motors. Even if the parties had established a start date as plaintiff claims, the only evidence regarding General Motors was that General Motors did not accept plaintiff for the position. Plaintiff has no basis to make a breach of employment contract claim against defendant, and thus the trial court properly granted summary disposition in favor of defendant.

Affirmed.

/s/ Joel P. Hoekstra
/s/ Michael J. Talbot
/s/ Brian K. Zahra