

STATE OF MICHIGAN  
COURT OF APPEALS

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MARK KOHN, D.D.S., and LESLEE KOHN,

Plaintiffs-Appellants,

v

STEVE MILGROM and SM TRUST,

Defendants-Appellees.

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UNPUBLISHED

August 23, 2002

No. 233362

Oakland Circuit Court

LC No. 2000-025792-CB

Before: White, P.J., and Neff and Jansen, JJ.

MEMORANDUM.

Plaintiffs appeal as of right from a circuit court order granting defendants' motion for summary disposition and dismissing their complaint for tortious interference with business relations. We affirm.

The trial court's ruling on a motion for summary disposition is reviewed de novo. *Kefgen v Davidson*, 241 Mich App 611, 616; 617 NW2d 351 (2000). When reviewing a motion decided under MCR 2.116(C)(8), the Court accepts as true all factual allegations and any reasonable inferences drawn from them in support of the claim. Summary disposition for failure to state a claim should be upheld only when the claim is so clearly unenforceable as a matter of law that no factual development could establish the claim and thus justify recovery. *Stott v Wayne Co*, 224 Mich App 422, 426; 569 NW2d 633 (1997), aff'd 459 Mich 999 (1999).

Tortious interference with a business relationship is a tort similar to but distinct from tortious interference with an existing contract. *Bonelli v Volkswagen of America, Inc*, 166 Mich App 483, 496 n 4; 421 NW2d 213 (1988). Tortious interference with business relations arises under circumstances in which the defendant, through improper conduct, causes a third party not to enter into or continue business relations with the plaintiff. *Winiemko v Valenti*, 203 Mich App 411, 416-417; 513 NW2d 181 (1994).

Thus, a necessary element of the tort is the defendant's intentional interference with the existence of a valid business relationship or expectancy which induces or causes a breach or termination of the relationship or expectancy. *BPS Clinical Laboratories v Blue Cross & Blue Shield of Michigan (On Remand)*, 217 Mich App 687, 698-699; 552 NW2d 919 (1996); *Lakeshore Community Hosp, Inc v Perry*, 212 Mich App 396, 401; 538 NW2d 24 (1995).

In this case, plaintiffs did not allege a breach or termination of the business expectancy, i.e., the contingent agreement to sell their property; they alleged that the sale was in fact consummated, albeit at a lower price than initially agreed to. While the crux of plaintiffs' claim is that a modification of the business expectancy is the equivalent of a breach or termination and thus sufficient to support a tortious interference action, they have not briefed the merits of their claim or cited any legal authority in support thereof and thus the issue is deemed abandoned. *Prince v MacDonald*, 237 Mich App 186, 197; 602 NW2d 834 (1999).

Affirmed.

/s/ Janet T. Neff

/s/ Kathleen Jansen