

STATE OF MICHIGAN
COURT OF APPEALS

UNION LAKE, INC.,

Plaintiff-Appellee,

v

FATIN T. KASED, FAWZI KASED and FLR,
INC.,

Defendants-Appellants.

UNPUBLISHED

September 10, 2002

No. 233289

Oakland Circuit Court

LC No. 98-004637-CK

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

PER CURIAM.

Defendants appeal as of right from an order granting plaintiff's motion for summary disposition, dismissing their counterclaim, and entering judgment in plaintiff's favor. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Defendant FLR entered into a purchase agreement with plaintiff. FLR executed a promissory note, apparently to secure payment for the purchase, and defendants Kased executed the note. FLR defaulted and plaintiff sued to recover the balance due. Defendants did not dispute that payment was due, but claimed that they were induced by fraud to enter into the transaction.

The trial court ruled that defendants had failed to state a claim for fraud due to the failure to plead with sufficient particularity, MCR 2.112(B)(1); *MacArthur v Miltich*, 110 Mich App 389, 392; 313 NW2d 297 (1981), but even if they had stated a claim upon which relief could be granted, there was insufficient evidence to create a genuine issue of fact. On appeal, defendants dispute only the trial court's ruling as to the sufficiency of the evidence. Because defendants have failed to address the court's ruling regarding the legal sufficiency of their counterclaim, an issue which must necessarily be reached to reverse the trial court, they are not entitled to relief. *Sargent v Browning-Ferris Industries*, 167 Mich App 29, 37; 421 NW2d 563 (1998); *Roberts & Son Contracting, Inc v North Oakland Development Corp*, 163 Mich App 109, 113; 413 NW2d 744 (1987).

Affirmed.

/s/ Janet T. Neff

/s/ Kathleen Jansen