STATE OF MICHIGAN

COURT OF APPEALS

ZIAD ZAGHATI, Plaintiff-Appellant,	UNPUBLISHED October 25, 2002
v	No. 216514 Wayne Circuit Court
CLASSIC HOME BUILDERS, INC., Defendant-Appellee.	LC No. 95-516761-CH ON REMAND

Before: Markey, P.J., and McDonald and Kelly, JJ.

PER CURIAM.

This matter is once again before us. Initially, defendant appealed by right the trial court's denial of its motion for judgment notwithstanding the verdict (JNOV), for entry of a new or amended judgment, or for a new trial. We affirmed in part and remanded for fact-finding by the trial court because it had failed to make its own findings of fact and had instead merely adopted the advisory jury's conclusions. *Zaghati v Classic Home Builders, Inc*, unpublished opinion per curiam of the Court of Appeals, issued May 19, 1998 (Docket No. 197908). After remand to the trial court, the court made specific findings, albeit the same as those of the advisory jury, including that the contract price was $303,000, that the contract provided that additional items be evidenced by a writing signed by both parties, that the parties did not agree to additional charges, that defendant breached the contract by stopping construction, that plaintiff paid $225,000 toward the contract, and that the cost to complete the home would be $12,000 more than the $303,000 contract price.

Defendant appealed by leave granted the trial court's denial of its motion for JNOV, motion for new trial, and denial of entry of a new or amended judgment. We vacated the circuit court's findings of fact and the orders appealed and remanded again. *Zaghati v Classic Home Builders, Inc*, unpublished opinion per curiam of the Court of Appeals, issued March 2, 2001 (Docket No. 216514). Thereafter, plaintiff sought leave to appeal to our Supreme Court. In lieu of granting leave to appeal, our Supreme Court remanded the matter to this Court. *Zaghati v Classic Home Builders, Inc*, 465 Mich 944; 639 NW2d 806 (2002). On remand, we now vacate our prior decision in docket no. 216514 (which vacated the circuit court's findings of fact and the orders appealed and remanded for entry of a judgment consistent with the opinion) and affirm and reinstate the circuit court's November 24, 1998 order and the previous orders appealed.

On remand, our review indicates that the contract in question was unambiguous and contained an integration clause. If a contract is unambiguous, then parol evidence is precluded.

Romska v Opper, 234 Mich App 512, 516; 594 NW2d 853 (1999). Further, a court "does not have the right to make a different contract for the parties or to look to extrinsic testimony to determine their intent when the words used by them are clear and unambiguous and have a definite meaning." *UAW-GM Human Resource Center v KSL Recreation Corp*, 228 Mich App 486, 491; 579 NW2d 411 (1998), quoting *Sheldon-Seatz, Inc v Coles*, 319 Mich 401, 406-407; 29 NW2d 832 (1947). The contract between the parties clearly required that any changes for extras or additional items be confirmed in writing, and signed by both parties with the agreed upon price paid in advance. Further, the integration clause in the contract unambiguously provided:

> IT IS FURTHER AGREED THAT THIS AGREEMENT AND ANY WRITTEN AMENDMENTS ATTACHED HERETO CONTAINS ALL THE REPRESENTATIONS AND OBLIGATIONS OF THE RESPECTIVE PARTIES AND ANY MODIFICATIONS OR CHANGES HEREIN SHALL BE MADE IN WRITING AND EXECUTED BY ALL THE PARTIES TO THIS AGREEMENT, OTHERWISE THE SAME SHALL NOT BE BINDING UPON THE OTHER PARTY HERETO.

No writings for additional items exist in this case. The trial court's findings of fact were not clearly erroneous. MCR 2.613(C); *Marlo Beauty Supply, Inc v Farmers Ins Group of Companies*, 227 Mich App 309, 325; 575 NW2d 324 (1998).

We vacate our prior decision in docket no. 216514 that was issued March 2, 2001. We now affirm and reinstate the circuit court's November 24, 1998 order and the previous orders appealed.

/s/ Jane E. Markey
/s/ Kirsten Frank Kelly

Judge McDonald not participating.