

STATE OF MICHIGAN
COURT OF APPEALS

NEW CENTER PLUMBING & HEATING, INC.
and ADVANCED AIR SERVICES, INC.,

UNPUBLISHED
March 31, 2009

Plaintiffs-Appellees,

v

No. 283314
Wayne Circuit Court
LC No. 06-631401-CK

HARVARD ENGINEERING &
CONSTRUCTION, EXECUTIVE
CONSTRUCTION MANAGEMENT
COMPANY, and EXECUTIVE
CONSTRUCTION MANAGEMENT &
HARVARD ENGINEERS CONSTRUCTION
CONSULTANTS, d/b/a ECM HARVARD JOINT
VENTURE,

Defendants-Appellants,

and

REVEREND ROBERT EARL STARGILL and
SAMARITAN BAPTIST CHURCH,

Defendants.

Before: Wilder, P.J., and Meter and Servitto, JJ.

PER CURIAM.

Defendants Harvard Engineering & Construction, Executive Construction Management Company (“ECM”), and Executive Construction Management & Harvard Engineers Consultants, appeal as of right from a circuit court order granting plaintiffs’ motion for summary disposition in this breach of contract action. We affirm. This appeal has been decided without oral argument pursuant to MCR 7.214(E).

The trial court’s ruling on a motion for summary disposition is reviewed de novo on appeal. *Gillie v Genesee Co Treasurer*, 277 Mich App 333, 344; 745 NW2d 137 (2007). A motion brought under MCR 2.116(C)(9) tests the legal sufficiency of a pleaded defense and is to be determined by reference to the pleadings alone. The test is whether the defendants’ defenses are so clearly untenable as a matter of law that no factual development could possibly deny the

plaintiffs' right to recovery. *Bob v Holmes*, 78 Mich App 205, 210-211; 259 NW2d 427 (1977). Where a material allegation of the complaint is categorically denied, summary disposition under this ground is improper. *Pontiac School Dist v Bloomfield Twp*, 417 Mich 579, 585; 339 NW2d 465 (1983).

"Summary disposition is appropriate under MCR 2.116(C)(10) if there is no genuine issue regarding any material fact and the moving party is entitled to judgment as a matter of law." *West v Gen Motors Corp*, 469 Mich 177, 183; 665 NW2d 468 (2003). When reviewing a motion under subrule (C)(10), this Court considers the pleadings, admissions, affidavits, and other relevant record evidence in the light most favorable to the nonmoving party to determine whether any genuine issue of material fact exists warranting a trial. *Walsh v Taylor*, 263 Mich App 618, 621; 689 NW2d 506 (2004). "A genuine issue of material fact exists when the record, giving the benefit of reasonable doubt to the opposing party, leaves open an issue upon which reasonable minds might differ." *West, supra*.

Plaintiffs are unpaid subcontractors hired by defendants to work on a construction project at the Samaritan Baptist Church. Defendants contend that the trial court erred in granting plaintiffs' motion because they asserted in their answer to the complaint that the church was responsible for paying plaintiffs and ECM's president, Ronald Jackson, submitted an affidavit to that effect, thus establishing a genuine issue of fact.

We deem this issue abandoned because defendants have failed to brief the merits of their claim that abandoning the project and informing subcontractors of that fact somehow relieved them of liability for their contractual obligations. *People v Harris*, 261 Mich App 44, 50; 680 NW2d 17 (2004). A party who gives only cursory treatment to an issue with little or no citation to relevant supporting authority for his argument has not properly presented it for review. *Silver Creek Twp v Corso*, 246 Mich App 94, 99; 631 NW2d 346 (2001). More to the point, a party cannot "announce a position or assert an error and then leave it up to this Court to discover and rationalize the basis for his claims, or unravel and elaborate for him his arguments, and then search for authority either to sustain or reject his position." *Mitcham v Detroit*, 355 Mich 182, 203; 94 NW2d 388 (1959). Therefore, regardless of the allegations in defendants' answer or the averments in Jackson's affidavit, plaintiffs were entitled to judgment because defendants admitted that they contracted with plaintiffs, defendants do not dispute that plaintiffs performed work under the contract for which they have not been paid, and defendants have failed to explain how the known facts operated to transfer to the church legal liability for their contractual obligations to plaintiffs.

Affirmed.

/s/ Kurtis T. Wilder
/s/ Patrick M. Meter
/s/ Deborah A. Servitto