

STATE OF MICHIGAN
COURT OF APPEALS

NAWAL MOUNZER,

Plaintiff-Appellant,

v

AMERICAN HOME MORTGAGE SERVICING,
INC.,

Defendant-Appellee,

and

CITIMORTGAGE, INC.,

Defendant.

UNPUBLISHED

January 28, 2010

No. 289356

Wayne Circuit Court

LC No. 07-719804-CH

Before: Donofrio, P.J., and Meter and Murray, JJ.

MEMORANDUM.

Plaintiff appeals as of right from a circuit court order granting defendant's motion for summary disposition pursuant to MCR 2.116(C)(10). Because plaintiff's argument does not address the basis for the trial court's ruling and defendant's motion for summary disposition, we affirm.

Plaintiff's complaint alleges that defendant orally agreed to allow her to pay \$14,000 to reinstate a mortgage after foreclosure, that defendant assured her that it would send something in writing to her and failed to do so, and that the redemption period thereafter expired. The complaint sought relief under theories of specific performance, quiet title, and promissory estoppel. Defendant moved for summary disposition pursuant to MCR 2.116(C)(10), arguing that plaintiff had failed to tender \$14,000 or provide proof of funds for any other sum of money. Defendant also argued that even if it had made an oral promise that misled plaintiff, she had not shown that any "injustice" would result if it were not enforced because it was still willing to allow reinstatement of the mortgage with refinancing. See *Ardt v Titan Ins Co*, 233 Mich App 685, 692; 593 NW2d 215 (1999) (setting forth the elements of promissory estoppel). In response, plaintiff did not address the bases of defendant's motion and instead argued that there was a genuine issue of material fact concerning whether there was a binding oral agreement between the parties for reinstatement of the mortgage. The trial court held that plaintiff's position lacked merit and granted defendant's motion.

This Court reviews a trial court's decision on a motion for summary disposition de novo. *Maiden v Rozwood*, 461 Mich 109, 118; 597 NW2d 817 (1999). Summary disposition may be granted under MCR 2.116(C)(10) when "there is no genuine issue as to any material fact, and the moving party is entitled to judgment . . . as a matter of law."

On appeal, plaintiff maintains that there is an issue of fact regarding whether there was an enforceable oral agreement to reinstate the mortgage. However, the premise of defendant's motion, and the basis for the trial court's decision, concerned plaintiff's failure to tender performance. Plaintiff does not address this point at all. It is the appellant's obligation to do more than simply announce a position or assert an error. She must discuss the basis of the trial court's ruling, *Derderian v Genesys Health Care Sys*, 263 Mich App 364, 381; 689 NW2d 145 (2004), and "adequately prime the pump" for the appellate well to flow by explaining the basis of her arguments, supported with citations to relevant authorities, *Goolsby v Detroit*, 419 Mich 651, 655 n 1; 358 NW2d 856 (1984). Because plaintiff has failed to address the basis for the trial court's ruling, and thus has not established that it was erroneous, she is not entitled to appellate relief.

Affirmed. Defendant-Appellee, being the prevailing party, may tax costs pursuant to MCR 7.219.

/s/ Pat M. Donofrio
/s/ Patrick M. Meter
/s/ Christopher M. Murray