

STATE OF MICHIGAN
COURT OF APPEALS

NORMAN HAMMETT,

Plaintiff-Appellant,

v

ROSS MOODY CHEVROLET, INC.,

Defendant-Appellee.

UNPUBLISHED

March 19, 1999

No. 192343

Lapeer Circuit Court

LC No. 94-020008 CL

ON REMAND

Before: Bandstra, P.J., and Hood and Jansen, JJ.

BANDSTRA, P.J., (dissenting).

I would affirm summary disposition in this case because its facts are similar to other precedents where summary disposition has been affirmed by our Court. For example, in *Barber v SMH (US), Inc*, 202 Mich App 366, 369; 509 NW2d 791 (1993), the plaintiff alleged that, during discussions specifically centering on the “terms and conditions under which [he] . . . could be terminated,” the defendant promised that termination could not occur as long as the employee was “profitable and doing the job.” In other words, the defendant allegedly promised, in a job security discussion, that the plaintiff could not be discharged except for enumerated good causes – the lack of profitability or the failure to perform the job. We determined that this was insufficient to support a wrongful termination claim under *Rowe v Montgomery Ward*, 437 Mich 627; 473 NW2d 268 (1991), and *Rood v General Dynamics Corp*, 444 Mich 107; 507 NW2d 591 (1993). *Barber, supra* at 368-372. For the same reasons, we should affirm summary disposition here.

/s/ Richard A. Bandstra