

STATE OF MICHIGAN
COURT OF APPEALS

ANTHONY J. ZERILLI and ROSALIE J.
ZERILLI,

UNPUBLISHED
December 2, 2003

Plaintiffs/Counter Defendants-
Appellants,

V

No. 240967
Macomb Circuit Court
LC No. 01-005248-CH

ANTHONY ZERILLI and DAWN ZERILLI,

Defendants/Counter Plaintiffs-
Appellees.

Before: Murray, P.J., and Gage and Kelly, JJ.

MEMORANDUM.

Plaintiffs appeal as of right from a circuit court order granting defendants' motions for summary disposition. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Plaintiffs transferred certain property to defendants, their son and daughter-in-law. The quitclaim deed stated that the transfer was made in consideration of one dollar, but plaintiffs claim it was never paid. Plaintiffs further contend that they made the transfer in reliance on defendants' promise to help take care of them as they aged. When defendants failed to keep that promise, plaintiffs filed this action, alleging claims for fraud and breach of contract. Defendants moved to dismiss pursuant to MCR 2.116(C)(7), (8) and (10). The trial court granted the motions without explanation. We review the trial court's ruling on a motion for summary disposition de novo on appeal. *Kefgen v Davidson*, 241 Mich App 611, 616; 617 NW2d 351 (2000).

We find that the statute of limitations issue is dispositive of this appeal. Whether a cause of action is barred by the statute of limitations is a question of law that is also reviewed de novo on appeal. *Ins Comm'r v Aageson Thibo Agency*, 226 Mich App 336, 340-341; 573 NW2d 637 (1997).

A fraud claim must be brought within six years from the time the claim accrues. MCL 600.5813; *Kwasny v Driessen*, 42 Mich App 442, 445-446; 202 NW2d 443 (1972). The limitations period for breach of contract actions is also six years. MCL 600.5807(8). Those limitations periods apply equally to claims in which equitable relief is sought. MCL 600.5815.

The limitations period begins to run when the claim accrues. A claim accrues “at the time the wrong upon which the claim is based was done regardless of the time when damage results.” MCL 600.5827.

The wrongs upon which plaintiffs’ claims are based occurred in December 1993. Plaintiffs filed their complaint eight years later. They do not deny this, but contend that their claims did not accrue until they discovered them at some unspecified time. The discovery rule does not apply to the accrual of fraud claims. *Boyle v General Motors Corp*, 468 Mich 226, 231; 661 NW2d 557 (2003). Likewise, a breach of contract action accrues on the date of the breach, not the date the breach is discovered. *Michigan Millers Mut Ins Co v West Detroit Bldg Co, Inc*, 196 Mich App 367, 372 n 1; 494 NW2d 1 (1992). Regardless, plaintiffs have not explained how they could not have known whether defendants paid them at the time of the conveyance.

Affirmed.

/s/ Christopher M. Murray

/s/ Hilda R. Gage

/s/ Kirsten Frank Kelly