

STATE OF MICHIGAN
COURT OF APPEALS

R. J. ZAHER,

Plaintiff-Appellant,

v

DONALD SIMON and SHARON SIMON,

Defendants-Appellees.

UNPUBLISHED

June 3, 2004

No. 245024

Genesee Circuit Court

LC No. 01-070982-CH

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

PER CURIAM.

Plaintiff appeals as of right from a circuit court order granting defendants' motion for summary disposition in this breach of contract action. We reverse. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Plaintiff filed this action to enforce a purchase agreement relating to the sale of certain land owned by defendants. The trial court dismissed the action, ruling that the contract was unenforceable because it did not contain a legal description of the property to be sold. 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).

The elements of a valid contract are "(1) parties competent to contract, (2) a proper subject matter, (3) a legal consideration, (4) mutuality of agreement, and (5) mutuality of obligation." *Thomas v Leja*, 187 Mich App 418, 422; 468 NW2d 58 (1991). Mutual agreement or mutual assent refers to a meeting of the minds on all material terms of the contract. *Kamalnath v Mercy Memorial Hosp Corp*, 194 Mich App 543, 548-549; 487 NW2d 499 (1992). In the case of a contract for the sale of land, the agreement must identify with sufficient certainty and definiteness the parties to the sale, the property to be sold, and the price to be paid. *Zurcher v Herveat*, 238 Mich App 267, 290-291; 605 NW2d 329 (1999). "A governmental description or a description by metes and bounds is not required, to the validity of a contract for the sale of lands." *Garvey v Parkhurst*, 127 Mich 368, 370; 86 NW 802 (1901). A description of the property "is acceptable 'if it discloses with sufficient certainty what the intention of the grantor is with respect to the quantity and location of the land to which reference is made so that its identification is practicable.' " *Zurcher, supra* at 282, quoting 77 Am Jur 2d, Vendor & Purchaser, § 11, p 126. "[P]arol evidence is admissible to supplement, but not contradict, the understanding of the parties" regarding the property at issue. *Stanton v Dachille*, 186 Mich App 247, 259; 463 NW2d 479 (1990).

The purchase agreement describes the property owned by defendants as “the 40 acres adjacent to Rivershyre subdivision and exiting out to Bristol Road” and as “40 acres in Davison Michigan” Donald Simpson testified that he owned two ten-acre parcels of land and one parcel of thirty-nine or forty acres in Davison Township. The larger parcel exits out to Bristol road and is adjacent to plaintiff’s Rivershyre development to the north. The general description of the property contained in the agreement coupled with parol evidence that defendants owned only one large parcel of thirty-nine or forty acres that appears to have access to Bristol Road and is south of plaintiff’s property is sufficient to identify the property to be sold. *Stachnik v Winkel*, 50 Mich App 316, 320; 213 NW2d 434 (1973), rev’d on other grounds 394 Mich 375; 230 NW2d 529 (1975). Therefore, the trial court erred in finding that the absence of a legal description vitiated the contract.

We find no merit to defendants’ claim that the contract was not supported by consideration. The trial court properly found that the purchase agreement set forth the consideration for the sale. See, generally, *General Motors Corp v Dep’t of Treasury*, 466 Mich 231, 238-239; 644 NW2d 734 (2002).

We also reject defendants’ claim that the purchase agreement is unenforceable because it does not specify a time for performance. The agreement does not state that time is of the essence and defendants have not shown that the nature of the agreement or circumstances under which it was made warrant such a finding. *In re Day Estate*, 70 Mich App 242, 246; 245 NW2d 582 (1976). The law thus presumes a reasonable time. *Walter Toebe & Co v Dep’t of State Highways*, 144 Mich App 21, 31; 373 NW2d 233 (1985).

We decline to address defendants’ remaining arguments, which are deemed abandoned due to the failure to cite appropriate supporting authority. *Central Cartage Co v Fewless*, 232 Mich App 517, 529; 591 NW2d 422 (1998).

Reversed.

/s/ Jane E. Markey
/s/ Kurtis T. Wilder
/s/ Patrick M. Meter