

STATE OF MICHIGAN
COURT OF APPEALS

J.P. MOLL, d/b/a J.P. MOLL COMPANY,

Plaintiff-Appellant,

v

HERMAN MILLER, INC.,

Defendant-Appellee.

UNPUBLISHED

June 25, 1996

No. 179909

LC No. 94-2668-CK

Before: O'Connell, P.J., and Sawyer and G.R. Corsiglia,* JJ.

MEMORANDUM.

Plaintiff appeals as of right from the trial court order granting summary disposition to defendant under MCR 2.116(C)(8) and dismissing plaintiff's complaint for tortious interference with a business expectancy. We affirm.

The language of the agreement between plaintiff and the third party is not ambiguous. *Pakideh v Franklin Mortgage*, 213 Mich App 636, 640; 540 NW2d 777 (1995). As the trial court properly noted, ¶ 11 is a renewal clause and does not create a minimum or definite term, while ¶ 12 is an at-will termination clause. Moreover, these clauses are not inconsistent and may be read together. However, even granting for the sake of argument that ¶ 11 provides a definite minimum term, we note that an unambiguous at-will termination clause in a contract controls even when the contract otherwise purports to be for a definite term. *Jontig v Bay MTA*, 178 Mich App 499; 444 NW2d 178 (1989). Finally, the trial court properly granted summary disposition on the basis of *Environair, Inc v Steelcase, Inc*, 190 Mich App 289; 475 NW2d 366 (1991). Here, plaintiff's "mere subjective expectation of continued employment could not justify an expectation of termination for cause only." *Id.*, 294.

Affirmed.

/s/ Peter D. O'Connell

/s/ David H. Sawyer

/s/ George R. Corsiglia

* Circuit judge, sitting on the Court of Appeals by assignment.

