STATE OF MICHIGAN

COURT OF APPEALS

GRAYHAVEN-LENOX JOINT VENTURE.
a Michigan Partnership,

Plaintiff-Appellee,

v

JEROME MORGAN and MELVIN WASHINGTON, individually and d/b/a MORGAN ESTATES LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP,

Defendants-Appellants,

and

CITY OF DETROIT, a Michigan Municipal Corporation, and JEFFERSON-CHALMERS NON-PROFIT HOUSING CORPORATION, a Michigan corporation,

Defendants-Appellees.

UNPUBLISHED
November 19, 1996

No. 176851
LC No. 93-332598-CK

Before: Smolenski, P.J., and Markey and Sullivan,* JJ.

PER CURIAM.

Defendants Jerome Morgan and Melvin Washington, individually and doing business as Morgan Estates Limited Dividend Housing Association Limited Partnership (the Morgan defendants) appeal as of right an order that, in relevant part, (1) granted, in part, plaintiff Grayhaven-Lennox Joint Venture's motion for summary disposition pursuant to MCR 2.116(C)(10); (2) enjoined defendants City of Detroit (City) and Jefferson-Chalmers Non-Profit Housing Corporation (Corporation) from transferring the Lenox Avenue property except as provided in three agreements entered into by either the City and

---

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

the Corporation or the Corporation and plaintiff; (3) ordered that plaintiff had until October 24, 1997, to purchase the remaining Grayhaven property, including the Lenox Avenue property; (4) granted plaintiff's motion to dismiss the Morgan defendants' counterclaim; (5) denied plaintiff's request for specific performance; (6) denied the City's motion for summary disposition; (7) denied the Morgan defendants' motion for leave to amend their pleadings to add a cross-claim against the City for specific performance or damages, and; (8) denied the Morgan defendants' amended motion to compel discovery against plaintiff. We affirm.

On appeal, the Morgan defendants specifically argue that the trial court improperly granted plaintiff's request for permanent injunctive relief without allowing them to conduct meaningful discovery.

From *Farm Bureau General Ins Co of Michigan v Riddering*, 172 Mich App 696; 432 NW2d 404 (1988), we find the following analysis instructive:

> On appeal, Pioneer State attempts to challenge the lower court's rulings relative to State Farm's and Farm Bureau's responsibilities to either the injured party, Ms. Jaarsma, or Ms. Riddering. However, Pioneer State did not file a cross-claim in the action below against State Farm or Farm Bureau. As such, Pioneer State was not an aggrieved party under the court's ruling as it pertained to State Farm and Farm Bureau. The only aggrieved parties under this ruling were Ms. Jaarsma or Ms. Riddering. It is well recognized that "one party can not claim another party's appellate opportunities." *Kewin v Bd of Ed of the Melvindal-Northern Allen Park Public Schools*, 65 Mich App 472, 483; 237 NW2d 514 (1975). See also *Winters v National Indemnity Co*, 120 Mich App 156, 159; 327 NW2d 423 (1982); MCR 7.203(A).
>
> Since we lack jurisdiction to review arguments raised by Pioneer State pertaining to the automobile polices of State Farm and Farm Bureau, we limit our review to issues raised by Pioneer State that involve the interpretation of Pioneer State's homeowner's policy and the court's ruling regarding the insurance policy. [*Id.* At 699-700.]

In this case, the trial court based its decision to grant plaintiff a permanent injunction on a finding that the three agreements entered into by either the City and the Corporation or the Corporation and plaintiff were unambiguous. Plaintiff, the City and the Corporation have accepted this ruling. [1] The Morgan defendants were not a party to these agreements and had not entered into a contract with either the City or the Corporation at the time of this suit. Moreover, on appeal, the Morgan defendants have raised no issue concerning either the trial court's grant of plaintiff's motion to dismiss their counterclaim against plaintiff or the trial court's denial of their motion to amend their pleadings to add a cross-claim against the City. Accordingly, like *Farm Bureau*, we conclude that the Morgan defendants are not aggrieved parties under the court's order as it pertained to the interpretation of the three agreements. Like *Farm Bureau*, we limit our review to whether the trial court abused its discretion in denying the Morgan defendants' motion to compel discovery against plaintiff. *Michigan Millers Mut Ins Co v*

Bronson Plating Co, 197 Mich App 482, 494; 496 NW2d 373 (1992), aff'd 445 Mich 558 (1994); *Farm Bureau, supra* at 700.

In this case, the trial court concluded that no additional discovery was required because the three agreements were unambiguous. As indicated previously, we decline to review any arguments concerning the court's construction of the three agreements. Accordingly, on this record, we cannot say that the trial court abused its discretion in denying the Morgan defendants' motion to compel discovery. *Michigan Millers, supra*.

Affirmed.

/s/ Michael R. Smolenski
/s/ Jane E. Markey
/s/ Paul J. Sullivan

[1] The City and the Corporation have not filed briefs in and raise no issue on appeal to this Court.