

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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JAFFE, RAITT, HEUER & WEISS,

Plaintiff/Counter-  
Defendant/Appellee,

UNPUBLISHED  
January 10, 1997

v

No. 185302  
LC No. 94-420880

AGNES ANNE MOROUN,

Defendant/Counter-  
Plaintiff/Third-Party Plaintiff/  
Appellant,

and

CENTRA, INC, and ESTATE OF TUFICK J.  
MOROUN,

Not Participating.

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Before: Smolenski, P.J., and Michael J. Kelly and J.R. Weber,\* JJ.

PER CURIAM.

Defendant appeals by leave granted a December 16, 1994, order granting summary disposition to plaintiff in the circuit court for Wayne County, on its complaint and against defendant's counter-complaint. We affirm in part and reverse in part.

It is undisputed that the parties entered into a contract pursuant to a letter of June 21, 1993. The dispute arises as to the scope of the agreement. Plaintiff claims that the contract was a settlement of all claims with respect to defendant's legal representation; defendant claims that the agreement simply delineated which charges could properly be assessed to her rather than her sisters, without any understanding regarding the appropriateness of individual charges. Where contract language is clear

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

and unambiguous, its meaning is a question of law and can be determined by a judge on a motion for summary disposition. *Port Huron Education Association v Port Huron School District*, 452 Mich 309, 323; \_\_\_ NW2d \_\_\_ (1996). We find that the agreement, signed by both parties, was clearly intended to be a contract providing for satisfaction of defendant's debt to plaintiff, which included such details as time of payment, interest, and penalties for non-payment, and was signed in advance by the party to be charged. This shows more than simply a statement of which charges defendant felt were properly chargeable to her. Further, while the agreement delineates four conditions upon which payment was contingent, there was no reservation of defendant's rights to question individual charges. Therefore, we believe that the trial court was correct in granting summary disposition to plaintiff on its complaint.

Next, defendant argues that the trial court erred in granting summary disposition against her counter-complaint. The record reveals that the lower court believed that its decision with respect to plaintiff's complaint was also conclusive as to defendant's counter-complaint. We disagree. Defendant's counter-complaint should have survived the trial court's grant of summary disposition with respect to plaintiff's initial complaint because the settlement agreement did not extend to issues of the quality of plaintiff's representation, which were raised in Counts I, II and III of defendant's counter-complaint. A court cannot extend a settlement agreement between parties to matters not included in the agreement. *Young v Robin*, 146 Mich App 552, 558; 382 NW2d 182 (1985). Accordingly, we find that summary disposition was improper with respect to those parts of defendant's counter-complaint which raised issues beyond the fee agreement.

Further, while it is not clear whether the trial court considered this issue, we find that defendant's Count II for "Breach of Professional Responsibility" sufficiently put plaintiff on notice that it would be defending a legal malpractice claim, and summary disposition pursuant to MCR 2.116(C)(8) for failure to state a valid cause of action would have been inappropriate.

Affirmed in part, reversed in part and remanded for further proceedings on defendant's counter-complaint.

/s/ Michael R. Smolenski

/s/ Michael J. Kelly

/s/ John R. Weber