

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

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SAVORY ENGINEERS.,

UNPUBLISHED

Plaintiff-Counter Defendant-  
Appellee/Cross-Appellant.

v

No. 189070

Oakland Circuit

P.R.S. CONTRACTING, INC.,

LC No. 94-487246-CK

Defendant-Counter Plaintiff-  
Appellant/Cross-Appellee;

and

REPUBLIC WESTERN INSURANCE COMPANY,

Defendant-Appellant/Cross-Appellee.

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Before: M. J. Kelly, P.J., and Hod and H. D. Soet\*, JJ.

SOET, J. (Concurring)

While I believe the trial court clearly erred in finding appellee had any right to demand arbitration under the contract, I concur because appellant, P.R.S. Construction, Inc., in signing an approving the order sending the case to arbitration waived the core issues which it attempted to raise on this appeal. But for that fact alone, I would dissent as I do not believe that either MCR 2.605(E) relative to the finality of declaratory judgments or appellant's participation in the arbitration proceedings changes the rule in *Detroit Demolition v Burroughs*, 45 Mich App 72; 205 NW2d 856 (1973) that orders sending cases to arbitration need not be appealed before the arbitration to preserve the issue. Any other result endangers the principal reasons for existence of arbitration; that it provides a faster and less expensive way to resolving disputes by a means to which the parties have consented.

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

/s/ H. David Soet