

STATE OF MICHIGAN
COURT OF APPEALS

RANDIE K. GRIER, a/k/a SCAN SERVICES, INC.,

UNPUBLISHED
April 11, 1997

Plaintiff/Appellee/Cross-Appellant,

v

No. 185121
Wayne Circuit Court
LC No. 93-8328853

FORD MOTOR CO., INC.,

Defendant/Appellant/Cross-Appellee,

and

FORD MOTOR CREDIT CO.,

Defendant.

Before: Holbrook, P.J., and White and S. J. Latreille*, JJ.

PER CURIAM.

Defendant¹ appeals by leave granted from that part of an order of the circuit court which denied it summary disposition of plaintiff's breach of contract and promissory estoppel claims. Plaintiff cross-appeals from that part of the order which granted defendant summary disposition of his claim of discrimination by a place of public accommodation, brought under the Elliott-Larsen Civil Rights Act, MCL 37.2302; MSA 3.548(302). We reverse the denial of summary disposition of plaintiff's breach of contract and promissory estoppel claims and affirm summary disposition of plaintiff's discrimination claim.

Defendant argues that the circuit court erred in denying summary disposition of plaintiff's breach of contract claim. We agree. Where the language of a contract is clear, its construction is a question of law for the court. *G&A, Inc v Nahra*, 204 Mich App 329, 330; 514 NW2d 255 (1994). A court must determine what the parties' agreement was and enforce it. Contractual language is given its plain, ordinary meaning. *Id.* at 330-331. Defendant sent plaintiff written notice that it was terminating

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

plaintiff's services on December 11, 1991, and plaintiff submitted no evidence below that he was working on a job for defendant at the time of the prior oral termination, November 4, 1991. The circuit court erred in denying defendant summary disposition of plaintiff's breach of contract.

Defendant next argues that the circuit court erred in denying summary disposition of plaintiff's promissory estoppel claim. Again, we agree. Promissory estoppel involves a promise which the promisor should reasonably expect to induce action by the promisee and which does induce such action. *State Bank of Standish v Curry*, 442 Mich 76, 83; 500 NW2d 104 (1993). The promise must be clear and definite, and the doctrine only protects reasonable reliance. *Id.* at 84-85. In the circuit court, plaintiff failed to produce evidence of a promise by defendant or its employee. In denying defendant's motion, the circuit court relied on a portion of plaintiff's deposition testimony which defendant submitted below as an attachment to its motion. Plaintiff testified that Jim Lane of Ford Motor Credit Company told him that "it shouldn't be a problem with [Scan Services] getting it [the Ford WINS contract] because they were going to recommend that we got it." This testimony was insufficient. Assuming arguendo that this testimony was sufficient to show a promise on defendant's part, plaintiff nonetheless did not provide documentary evidence that the promise induced reliance of a definite and substantial character. *Meerman v Marco, Inc*, 205 Mich App 610, 616; 517 NW2d 832 (1994). We thus conclude that the circuit court should have granted defendant summary disposition.

On cross-appeal, plaintiff argues that the circuit court erred in granting summary disposition of his claim of discrimination by a place of public accommodation, brought pursuant to MCL 37.2302; MSA 3.548(302). The circuit court properly dismissed this claim as outside the scope of the public accommodation section of the Civil Rights Act. This provision of the Act is intended to prohibit businesses from discriminatory dealings with the public, *Kassab v Michigan Property Ins*, 441 Mich 433, 441 n 10; 491 NW2d 545 (1992), which is simply not the case here. Even if we deem defendant to be a place of public accommodation, plaintiff failed to establish a prima facie case of discrimination by showing either disparate treatment or intentional discrimination. *Clarke v K Mar Corporation*, 197 Mich App 541, 545; 495 NW2d 820 (1992). Accordingly, summary disposition of plaintiff's discrimination claim was proper.

Affirmed in part and reversed in part.

/s/ Donald E. Holbrook, Jr.

/s/ Helene N. White

/s/ Stanley J. Latreille

¹ As Ford Motor Company is the only defendant in this appeal, "defendant" refers to Ford Motor.