

STATE OF MICHIGAN
COURT OF APPEALS

GEORGE K. NTIRI,

Plaintiff-Counterdefendant,

v

BETTYE A. WRIGHT,

Defendant/Cross-Defendant-
Appellant,

and

OPTION ONE MORTGAGE CORPORATION,

Defendant/Counterplaintiff/Cross-
Plaintiff/Third-Party Plaintiff-
Appellee,

and

MID-STATE SURETY CORPORATION and
PATRICIA L. SCULLY,

Third-Party Defendants.

UNPUBLISHED

January 31, 2008

No. 274806

Wayne Circuit Court

LC No. 05-511738-CH

Before: Beckering, P.J., and Sawyer and Fort Hood, JJ.

PER CURIAM.

Defendant Bettye A. Wright appeals as of right from an amended default judgment awarding Option One Mortgage Corporation (“Option One”) \$35,000 on its cross-claims of fraud and breach of contract. We affirm. This appeal has been decided without oral argument pursuant to MCR 7.214(E).

Plaintiff George K. Ntiri¹ and Wright owned a condominium as cotenants. They defaulted on a mortgage loan from Long Beach Mortgage Company (“Long Beach”), and Long

¹ Ntiri is not a party to this appeal.

Beach's successor instituted foreclosure proceedings. Wright then forged Ntiri's signature on a quit claim deed purporting to deed Ntiri's interest in the property to her. Acting alone, Wright used the deed to obtain a \$155,000 mortgage loan on the condominium from Option One. Wright used the loan proceeds to pay off the Long Beach mortgage debt and some other obligations. Option One subsequently foreclosed on the property.

Ntiri brought an action for partition against Wright and Option One, seeking to avoid the Option One mortgage. Option One filed, among other things, a cross-complaint raising allegations of fraud and breach of contract against Wright. A default judgment was entered against Wright, under which it was determined that she had no interest in the condominium. After a settlement was reached between Ntiri and Option One, pursuant to which Ntiri conveyed his one-half interest in the condominium to Option One for the sum of \$35,000, the trial court granted Option One's motion to amend the default judgment against Wright to add damages in that amount.

Wright's challenge to the default judgment is not preserved for appellate review because no motion to set aside the default was brought in the trial court. See MCR 2.603(D)(1).

Moreover, leaving aside Wright's failure to adequately brief the merits of her arguments on appeal²—two of which were explicitly abandoned below—each of these arguments concerns her liability rather than the amount of damages awarded. “It is an established principle . . . that a default settles the question of liability as to well-pleaded allegations and precludes the defaulting party from relitigating that issue.” *Wood v Detroit Automobile Inter-Ins Exchange*, 413 Mich 573, 578; 321 NW2d 653 (1982). The entry of a default is the equivalent of an admission by the defaulting party with respect to the well-pleaded allegations. *Kalamazoo Oil Co v Boerman*, 242 Mich App 75, 79; 618 NW2d 66 (2000). Since Wright's challenges went to liability and not the amount of damages, the trial court did not abuse its discretion in awarding \$35,000 to Option One in the amended default judgment without first conducting an evidentiary hearing on damages.

Affirmed.

/s/ Jane M. Beckering
/s/ David H. Sawyer
/s/ Karen M. Fort Hood

² It is not enough for an appellant to simply announce a position and then leave it up to this Court to discover and rationalize the basis for the claims, and then search for authority either to sustain or reject his position. *Yee v Shiawassee Co Bd of Comm'rs*, 251 Mich App 379, 406; 651 NW2d 756 (2002).