

STATE OF MICHIGAN  
COURT OF APPEALS

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TERRY BRYANT and JON BRYANT,

Plaintiffs-Appellants,

v

VALUE-RITE HOMES INC.,

Defendant-Appellee,

and

JOHN PASTOTNIK, d/b/a JDL  
CONSTRUCTION,

Third-Party Defendant-Appellee.

UNPUBLISHED

April 15, 2003

No. 237562

Muskegon Circuit Court

LC No. 00-040411-CK

Before: Jansen, P.J. and Kelly and Fort Hood, JJ.

PER CURIAM.

Plaintiffs appeal as of right from an order of the circuit court granting summary disposition in favor of defendant on the ground that plaintiffs' claims are barred by the one-year period of limitations contained in a sale agreement entered into between these parties. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

A motion brought under MCR 2.116(C)(10) requires this Court to review the pleadings, affidavits and other documentary evidence submitted, make all reasonable inferences therefrom, and determine whether a genuine issue of fact exists, giving the nonmoving party the benefit of the doubt. *Bertrand v Alan Ford, Inc*, 449 Mich 606, 617-618; 537 NW2d 185 (1995). We review a trial court's grant of summary disposition de novo. *Timko v Oakwood Custom Coating, Inc*, 244 Mich App 234, 238; 625 NW2d 101 (2001).

Parties to a contract may agree to a period of limitation shorter than the applicable statute of limitation so long as the abbreviated period remains reasonable. *Camelot Excavating Co, Inc v St Paul Fire & Marine Ins Co*, 410 Mich 118, 126; 301 NW2d 275 (1981); *Timko*, 244 Mich App at 239. A contractual period of limitation is reasonable if

“(1) the claimant has sufficient opportunity to investigate and file an action, (2) the time is not so short as to work a practical abrogation of the right of action, and

(3) the action is not barred before the loss or damage can be ascertained.” [*Id.*, 239-240, quoting *Herweyer v Clark Hwy Services, Inc*, 455 Mich 14, 20; 564 NW2d 857 (1997).]

Plaintiffs concede that they entered into the purchase agreement on October 26, 1998. On April 16, 1999, plaintiffs conducted a walk-through preoccupancy inspection of the home and prepared an inspection report detailing defects in the premises that needed correction or repair. Plaintiffs provided this report to Value-Rite. Accordingly, plaintiffs had knowledge of the defects some seven months before the running of the expiration period. Moreover, plaintiffs do not allege that they were unable to discover any of their losses or damages before the limitations period barred their claims. Under such circumstances, the trial court correctly found that the one-year period of limitation was reasonable. *Timko, supra*.

Moreover, because the trial court correctly determined that the one-year period of limitation is reasonable, the contract may not be invalidated as an adhesion contract. *Timko*, 244 Mich App at 244-245.

The failure of plaintiffs to adequately brief their remaining issues precludes appellate review. *Mitcham v Detroit*, 355 Mich 182, 203; 94 NW2d 388 (1959).

Affirmed.

/s/ Kathleen Jansen  
/s/ Kirsten Frank Kelly  
/s/ Karen M. Fort Hood