

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

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MARK S. MILLER and PATRICIA R.  
MILLER,

UNPUBLISHED  
August 20, 1996

Plaintiffs-Appellants,

v

No. 189837  
LC No. 90-023406-NZ  
ON REMAND

ALBERT LOUIS WOKAS and MARYAN  
WOKAS,

Defendants-Appellees and  
Third Party Plaintiffs/Cross-  
Appellants,

v

ROSETTA A. BRADEN REAL ESTATE CO.,

Third Party Defendants/Cross-  
Appellee.

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Before: McDonald, P.J., and Murphy and Fitzgerald, JJ.

PER CURIAM.

This matter is again before us pursuant to an order of our Supreme Court remanding the matter for amplification of our decision on plaintiffs' breach of warranty claim.

We again affirm the trial court's dismissal of plaintiffs' breach of warranty claim. We reject plaintiffs' claim that the June 15, 1989, land contract rescinds or abrogates the parties' May 27, 1989, purchase agreement. Where there is more than one agreement relating to the same subject matter the intention of the parties must be gleaned from all the agreements. *Culver v Castro*, 126 Mich App 824; 338 NW2d 232 (1983). Although in some circumstances a later agreement may supersede an earlier agreement where the documents can not stand together, *Joseph v Rottschafter*, 248 Mich 606; 227 NW 784 (1929), here, the purchase agreement and land contract do not conflict and both may be

enforced. Contrary to plaintiff's assertions the "defects notice" could not as a matter of law, act to rescind the purchase agreement. A rescission requires a meeting of the minds, *Gaval v Wojtowycza*, 13 Mich App 504; 164 NW2d 724 (1968) and in this case, as noted in the original opinion, plaintiffs did not bargain for the defects notice and thus no meeting of the minds occurred with regard to the notice and the alleged rescission.

All other aspects of the opinion remain the same. Affirmed.

/s/ Gary R. McDonald

/s/ William B. Murphy

/s/ E. Thomas Fitzgerald