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...[L]aw is the great civilizing machinery. It liberates the desire to build and subdues the desire to destroy. And if war can tear us apart, law can unite us — out of fear, or love, or reason, or all three. Law is the greatest human invention. All the rest give man mastery over his world. Law gives him mastery over himself.

Lyndon B. Johnson

**THE LANDLORD'S LIABILITY FOR
INJURIES ON THE PREMISES**

by
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The liability of a landlord for injuries on the leased premises is derived from either contract or tort theories. With respect to torts at common law it is generally held that:

[W]hen land is leased to a tenant, the law of property regards the lease as equivalent to a sale of the premises for the term. The lessee acquires an estate in the land, and becomes for the time being the owner and occupier, subject to all the responsibilities . . . to those who enter upon the land and to those outside of its boundaries It is the general rule that [the lessor] is under no obligation to anyone to look after the premises or keep them in repair, and is not responsible . . . for conditions which develop or are created by the tenant after possession has been transferred.¹

Although this seems to be the general rule adopted by most jurisdictions, there appear to be six exceptions to that principle, and these have been adopted by the majority of jurisdictions. Prosser classified these exceptions as follows (although not in the same order):

1. Concealed Dangerous Conditions Known to Lessor.
2. Parts of Premises Retained in Control of Lessor.
3. Lessor's Agreement to Repair.
4. Negligence in Making Repairs.
5. Conditions Dangerous to those Outside of the Premises.
6. Premises Leased for Admission of the Public.²

This article will explore and define the current state of the law in Michigan in the area of tort liability on the part of the lessor with regard to the six exceptions to the general rule governing owners and occupiers of land.

Concealed Dangerous Conditions Known to Lessor

According to the general rule prevailing in most jurisdictions, an owner of property to be rented owes to the prospective lessee a duty to disclose all known dangerous conditions or known defects within the property. However, that duty is limited to the extent that a lessor has no obligation to warn a would-be tenant of dangers or defects that are apparent or blatantly obvious to all.³ The issue of landlord liability often focuses on the meaning of the word "known." Does "known" in this context, mean actual knowledge, or does it reach farther to include circumstances where actual knowledge was lacking but where one should have known?

It is fairly well settled that the lessor who has actual knowledge of a defect or a dangerous condition and who specifically conceals that defect or condition so as to mislead intentionally a would-be lessee has committed fraud.⁴ However, the various jurisdictions are split on the question

of the responsibility of a lessor who fails to disclose a defect or dangerous condition when such nondisclosure does not stem from a willful, purposeful attempt to defraud.

The older doctrine embraces the maxim of “caveat emptor” and applied it to the leasing of real property as well as to the purchase of both personal and real property. As long as fraud was not present and as long as the lessor did not prohibit the lessee from inspecting the premises prior to the execution of a rental agreement, the lessee pretty much took the premises as he found them.⁵ Under that doctrine the tenant was presumed to have a duty to inspect the premises prior to rental. If inspection by the tenant failed to produce knowledge of defects or dangerous conditions, the tenant — not the landlord — had not completed his duty. When that doctrine is applied, the question of whether the landlord should be held to a standard of actual knowledge or to a “should-have-known” standard becomes a nonissue because the burden of duty is not applied to the landlord. Under that doctrine, the tenant really has only three options: (1) Do not rent the property; (2) Rent the property as is and take his chances; or (3) Sue after the rental and attempt to prove fraud on the part of the landlord, or show that the landlord had denied the tenant the right to inspect prior to rental. This concept was generally upheld in the early cases on grounds of freedom to contract theory. After all, the parties were free to enter into any contract they chose. No one had forced the tenant to rent.

As early as 1890, though, the Michigan courts began to deviate from this doctrine by nullifying a rental contract. In **Kern v Myll**,⁶ the Michigan Supreme Court held that a concealed well, only partially filled in, that functioned as a cesspool under a house and collected water, dead vermin, filth, and sewage, because it gave rise to noxious vapors and created a health hazard for the inhabitants living in the house, rendered the rental agreement void. That decision, vitiating the contract, allowed the tenants to escape liability for future rent payments on the contract, so long as possession of the property was relinquished. If **Kern** had merely absolved the tenants of the responsibility for future rent payments, that alone would have made the case noteworthy. Prior to that time, the courts generally held that if a renter surrendered a property prior to the expiration of the lease, the landlord could, under most circumstances, seek full compensation for the balance of the lease. The reasoning was that, after all, a contract is a contract, and the tenant could have inspected beforehand. However, in addition to vitiating the rental agreement, thereby removing the tenant from future liability for rental fees, the court also awarded damages to the tenant on the grounds that the tenant had no knowledge of the cesspool and that the landlord should have warned the tenant about the existence of the cesspool.

Kern, for the first time in Michigan, relieved the tenant of the total duty to inspect and assigned the converse of that — the duty to warn — to the landlord. Throughout the early 1900’s, a series of cases⁷ gradually defined the standard of the landlord’s duty to warn to include those defects of which the landlord knew or should have known and which were not open to observation by the tenant.

Most recently that standard has been reaffirmed by the Michigan Court of Appeals in **Wallington v. Carry**.⁸ In relying on **Rhoades v. Seidel**, the court said, that generally:

[I]n the absence of a statute requiring that a dwelling be kept in good repair by the owner or a special agreement under which an owner retains control of a dwelling occupied by a tenant, a landlord has no duty to inspect or repair rented premises.⁹

However, the implication is that a landlord who does not inspect or repair premises does so at his own risk, as the court continued:

[A] lessor, therefore, is liable to a tenant for injuries resulting from defects existing at the time premises are leased where: (1) the lessor knew or should have known of the existence of the defects; (2) the lessor realized or should have realized the risk of physical injury arising from the defect; (3) the lessor conceals or fails to disclose the existence of the condition to the lessee; and (4) the defect is not observable to the lessee.¹⁰

A review of the cases considered by the Michigan Supreme Court and by the Michigan Court of Appeals indicates that neither court has modified or overruled that 1977 decision. Clearly then, at least at the present time in Michigan, lessors can be held liable for claims in tort based on injuries caused by concealed dangerous conditions or defects about which the lessor knew or should have known.

Parts of Premises Retained in Control of Lessor

It is a general principle that a landlord is presumed to have retained control over premises used in common by different occupants of his property.¹¹ The parts of leased premises used in common by several tenants are considered to be within the landlord's control even though he has not taken specific steps to exercise control.¹² Where approaches to demised premises are subject to common usage by tenants or others, it has been ruled that, in the absence of a specific agreement to the contrary, the owner retains control and possession of the common areas, and it is his duty to keep them, or to use reasonable care to keep them, in safe condition for his tenants and for their guests and invitees.¹³

That concept is so universally accepted that there appears to be only one view, the majority view, with no minority view to the contrary. Michigan appears to have reaffirmed its position most recently in **Shackett v. Schwartz**.¹⁴ That decision settled two issues: first, the duty of landlords to maintain common areas within his control; and second, circumstances under which the landlord is presumed to retain control. With respect to the first issue, the court said:

At common law, a lessor, absent agreement to the contrary, surrenders possession of the leased premises and holds only a reversionary interest and is under no obligation to look after or keep in repair premises over which he has no control; however, a landlord has a duty to keep in safe condition any portion of a building under his control.¹⁵

With respect to the issue of control, the court said:

An owner of premises who leases portions thereof to different tenants and expressly or impliedly reserves other parts thereof, such as entrances, halls, stairways, porches, or walks, for the common use of different tenants, has a duty to exercise reasonable care to keep safe such parts over which he so reserves control.¹⁶

Although the issue of control concerning liability is founded in tort law, the right expressly to assign control is probably founded in contract theory. It appears that though a landlord is responsible in tort for injuries caused in a common area over which he is presumed to exert control, he is, subject to statutory restrictions, free to contract away that responsibility to others, presumably the

tenants, if the parties see fit to do so. When he fails to contract away the responsibility for maintenance of common areas, he is by implication presumed to have retained that responsibility. Although that problem generally arises from a controversy that involves questions of tort law, the justification for the conclusion may well be explained under the contract theory that unstated or unclear terms of a contract are presumed to run against the party offering the contract. Because in most cases the landlord rather than the tenant offers the contract, unstated responsibilities would then be logically construed as belonging to the landlord.

On the points of control and of responsibility for common areas, **Shackett** is hardly revolutionary. A review of the subsequent case law reveals that the rules of law enunciated by that case have not been modified or overruled. Therefore, lessors can be held liable for claims in tort based on injuries caused by parts of premises over which the landlord retains control.

One area of tort liability that seems to be evolving is the concept of holding a lessor responsible for criminal acts committed on the landlord's property by a third person. At the present time, the concept of assigning civil liability for the criminal acts of others has not been categorized into a separate distinction of its own. Rather, when such tort claims are brought, the plaintiff generally relies on one of the two previously discussed rules — either concealed conditions known to the lessor or parts of premises retained in control of the lessor — as the basis for his action. As tort law continues to evolve, perhaps a separate distinction will emerge, but at this time, such claims are generally treated as a result of one of the already widely accepted exceptions.

Regardless of the basis for the claim, however, the merits of a claim for damages for injury caused by a third party were never taken seriously by the courts until about ten years ago. Without being distracted by the legal niceties of whether such a claim stems from an independent basis or tangentially from an established basis, it would appear that one would be safe in concluding that this is a fairly recent development.

Prior to **Kline v. 1500 Massachusetts Ave. Apartment Corp.**,¹⁷ no plaintiff had prevailed in a clear-cut case where only the landlord's civil liability for the criminal acts of a third party, unrelated in any way to the landlord, was at issue. In ruling on behalf of the plaintiff, the court cited **Levine v. Katz**¹⁸ only tangentially and seemed to strike out on its own, for the most part, citing no prior precedents as being applicable. The court clarified its holding as follows:

[H]aving said this, it would be well to state what is **not** said by this decision. We do not hold that the landlord is by any means an insurer of the safety of his tenants. His duty is to take those measures of protection which are within his power and capacity to take, and which can reasonably be expected to mitigate the risk of intruders assaulting and robbing tenants. The landlord is not expected to provide protection commonly owed by a municipal police department; but as illustrated in this case, he is obligated to protect those parts of his premises which are not usually subject to periodic patrol and inspection by the municipal police. We do not say that every multiple unit apartment house in the District of Columbia should have these same measures of protection which 1500 Massachusetts Avenue enjoyed in 1959, nor do we say that 1500 Massachusetts Avenue should have precisely those same measures in effect at the present time. Alternative or more up-to-date methods may be equally or more effective.¹⁹

Interestingly, some two years later, in 1972, the Michigan Supreme Court faced another case, **Johnston v. Harris**,²⁰ in which the facts were somewhat similar and the issues were practically identical. Like the United States Court of Appeals before it, the Michigan Supreme Court found in favor of the plaintiff, and like the Court of Appeals, the Michigan Court cited no other cases as being directly on point in deciding **Johnston**. Perhaps the Michigan court and the Court of Appeals decided to break new legal ground and justified such new positions more from a social policy point of view than from a conclusion based on prior decisions.

A review of both **Kline** and **Johnston** indicates that both are still good law. Neither has been modified or overruled by subsequent decisions. Based on **Johnston**, therefore, one can presume that in Michigan a landlord can be held civilly liable in tort for the criminal acts of a third party when those acts are committed on premises owned by the lessor when the property was located in a high crime area and when the landlord did not take sufficient steps to prevent injury.

Lessor's Duty to Repair

Generally, in the absence of a statute or of a specific agreement to the contrary, the landlord is under no particular obligation to make repairs on premises during the rental period. In other words, a landlord is not, barring the presence of a specific statute or a specific agreement to the contrary, required to make repairs on the leased property, or to maintain it in a safe or suitable condition for the use and occupancy of the tenant.²¹ Thus, the older, established rule is that the landlord is not bound to repair defects in the leased premises existing at the time the lease was consummated or occurring thereafter from any cause except that caused as a direct result of some act by the landlord himself.²² The common law, weighted greatly in favor of the landlord, placed the burden of repairs upon the tenant. The general presumption at common law was that the tenant takes the property for better or for worse, as he finds it or as circumstances develop, and that he cannot involve his landlord in expenses for repairs without consent of the landlord.

That common law concept is not operative in Michigan. The Michigan Legislature had, as early as 1917, adopted a set of regulations²³ that controlled terms and conditions of rental properties. Those regulations were updated by the Michigan Legislature in 1948 and most recently again in 1978,²⁴ which sets standards for safety as well as health and sanitary conditions. Collectively, those pieces of legislation are commonly referred to as the Housing Law of Michigan.

Even before the most recent revision of the Michigan Housing Law, a series of Michigan cases had carved out a doctrine quite contrary to the common law, a Michigan rule that assigned to the lessor a definite duty to make repairs and to maintain the premises in a fit condition.²⁵ Generally, the results of court action and statutes were harmonious. Neither specifically countered the other. Both seemed to expand upon positions of the other. Indeed, the Michigan courts had even gone so far, by 1976, as to prescribe the specific means by which a tenant could compensate himself for repairs that he had made on the rental property. In **Anchor Inn of Michigan, Inc. v. Knopman**,²⁶ the court said that the "landlord's duty to repair may arise from his actual knowledge of the need for repair unless such duty is expressly made conditional upon receipt of notice from the tenant."²⁷ The court also went on to say that under certain circumstances, the tenant was free to make the repairs himself and then either recover the costs from the landlord or simply deduct the costs from the rent.

All of the aforementioned cases and statutes dealt specifically with rental properties designed for use as private residential dwelling places. Prior to 1977, although the legislature and the courts had afforded broad protection to private citizens in their leasing of residential properties, commercial rentals had not received the same protection. An older case, *Kuyk v. Green*,²⁸ had held that because businesses were free to negotiate at arms length with each other, under the freedom to contract theory, they did not need the special protections afforded residential lessees. Acting in *Mobil Oil Corporation v. Thorn*,²⁹ the Michigan Supreme Court specifically overruled *Kuyk* and, essentially, extended to lessors of commercial properties the same duties to repair leased properties that had for a half century been assigned to lessors of residential properties. In so doing, the court unanimously recognized the status of residential lessors' responsibilities as conferred by statute:

The common-law rule that an action in tort cannot be predicated by a tenant upon a breach by the lessor of an agreement to make repairs has been abrogated in its applicability to leases for residential dwellings by statute (MCL 125.536; MSA 5.2891 16).³⁰

The court proceeded to extend similar responsibilities to commercial lessors by stating that:

[T]he common-law doctrine that an action in tort cannot be predicated by a commercial tenant upon a breach by the lessor of an agreement to make repairs is overruled; the rule no longer serves the best interests of justice in our modern society, and it is inconsistent to hold, as it has been held, that a lessor is liable for negligence in making repairs, but that he may escape liability altogether by refusing to perform under a covenant to make repairs.

A lessor of land is subject to liability for physical harm caused to his lessee and others upon the land with the consent of the lessee or his sublessee by a condition of disrepair existing before or arising after the lessee has taken possession if (a) the lessor, as such, has contracted by a covenant in the lease or otherwise to keep the land in repair; and (b) the disrepair creates an unreasonable risk to persons upon the land which the performance of the lessor's agreement would have prevented, and (c) the lessor fails to exercise reasonable care to perform his contract.³¹

The rule in Michigan with respect to lessors of residential properties is that the general common law rule does not prevail, that landlords can be required to maintain properties, and that lessors are subject to tort liability stemming from injuries caused by a failure to maintain properties. Furthermore, with respect to lessors of commercial properties, based on a reading of *Mobil Oil Corporation v. Thorn*, similar duties have been extended to them, at least when one of the parties is in a less advantageous bargaining position than the other. Despite the sweep of the *Mobil Oil* ruling, the Michigan court carefully emphasized the relative inadequacy of *Thorn's* bargaining position and did not indicate what a probable result might be if the defendant were on a more equal footing. One wonders if the *Mobil Oil* result would have been different — if the old freedom to contract theory would be salient — had the defendant been another giant corporation. The Court was silent on that issue, and it apparently remains yet unresolved in Michigan.

Negligence in Making Repairs

At common law, though a landlord may not be specifically required to make repairs on a leased property, the general rule has been that once he undertakes such repairs, for whatever reason, he is

required to exercise reasonable care in making such repairs or improvements, and he is liable for injuries caused by his negligence or unskillfulness or in leaving the premises in an unsafe condition.³² This rule applies where the property of a tenant is damaged as well as when personal injuries are sustained.

Peerless is still good law in this state, its principle having been expanded, rather than restricted or overruled, with the passage of time. Given the general Michigan doctrine of holding lessors liable for a failure to make repairs, the doctrine of negligence in making repairs becomes practically a given in this state. The doctrine of negligence in making or in failing to make repairs has been reasserted most recently in **Johnston v. Harris**.³³ Dealing with the question of negligence in making or failing to make repairs, the court held a landlord liable in tort for failure to repair a building to the extent that adequate lighting and door locks had not been provided:

[A]ctionable negligence may lie in an action by a tenant against his landlord for injuries received by the tenant where, as he reached for the doorknob on the front door of the apartment building in which he was a tenant, the door was jerked open and he was assaulted, struck and robbed by an unknown person who was lurking in the poorly lighted, unlocked vestibule to the building which was in a high crime area and plaintiff asserted that the assault, robbery and consequent injuries were proximately caused by the failure of the landlord to provide adequate lighting and door locks.³⁴

Conditions Dangerous to Those Outside of the Premises

As a general rule, tort liability for injury to persons outside the demised premises caused by the condition or use of the premises, assuming they are under full control of the tenant and were in good condition when leased, is prima facie a liability of the tenant, rather than of the landlord. In order to render the landlord liable, more must be shown than merely that the premises on which or from which the injury arose were owned by him and leased to another.³⁵ As a practical matter, these kinds of cases generally arise from circumstances involving either private nuisances or dangers to the highways or to the adjoining sidewalks. Generally, the landlord is not liable if the nuisance or danger stems from an action beyond the scope of that contemplated by the landlord at the time he executed the lease.

This concept does not seem to have been treated at length by the Michigan courts. One case, **Maclam v. Hallam**,³⁶ said that:

[N]o liability of a landlord for injuries to a pedestrian is imposed by the common law for the act of a tenant in piling crates on the sidewalk in front of leased premises, and leaving them for a period of four months and upwards.

Such invasions of the public right of travel are not in and of themselves nuisances, although they may become such if the obstruction is not removed within a reasonable time.

The owner of premises in front of which such obstructions are placed is not required by law to inspect the property and prevent the creation of the nuisance.

Since that time, the conclusions of **Maclam** have been neither reversed nor modified. A later case,³⁷ which appears to be the most recent treatment of a controversy that could be said to embrace

this issue, mentions **Maclam** obliquely but primarily relies on an even older case³⁸ in reaching a similar conclusion. The logical conclusion, therefore, is that **Maclam** is still good law in Michigan.

Premises Leased for Admission of the Public

The general common law rule appears to be that a landlord may under certain circumstances be held liable for injuries sustained by a third person on the leased premises, regardless of the purpose for which the premises are leased. The general rules governing the landlord's liability for injuries sustained by a third person are ordinarily applicable in an action where a patron of a leased business establishment seeks recovery against the landlord for injuries sustained on the premises as the result of a defective condition. Accordingly, it has generally been recognized that the lessor of a business establishment may be held liable for injuries sustained by a business patron or invitee of the lessee as the result of a defective condition of the premises, when the lessor, although aware of the defective condition, concealed or failed to disclose such condition. If he had control of the leased premises or of the area where the injury occurred, or if he was negligent in making repairs or improvements on the premises, the landlord could conceivably be held liable. The rough, but apparently accurate, rule of thumb is that liability follows control or awareness or both. If the landlord had knowledge of or control over a situation, he can be held liable. If not, in most cases, liability will not follow.

Generally, Michigan has followed the common law rule, although there does not appear to have been a great body of case law on the subject. The most recent, significant pronouncement in this area appears to be **McCurtis v. Detroit Hilton**.³⁹ In that case, the court reaffirmed Michigan's consistent position, one fairly close to the general common law, although the decision does deal in some detail with the question of control and knowledge:

[A] landlord who gives up control, possession and use of his realty under a lease agreement does not have a duty to maintain the premises in a reasonably safe condition and is not liable to persons injured on the premises unless (1) at the time of the transfer to the tenant a hidden dangerous condition exists of which the landlord knows or should have known and of which he fails to apprise the tenant, or (2) the premises is leased for a purpose involving public admission and the landlord fails to exercise reasonable care to inspect and repair the premises before possession is transferred.⁴⁰

That excerpt to a great degree summarizes Michigan's position on the subject. A review of the available cases indicates that **McCurtis** has been neither overruled nor modified.

Summary and Conclusion

This article has focused on the six exceptions to the common law rule that pertains to a landlord's liability for tort injuries occurring on premises owned by him but leased to another. Particular notice has been given to a coverage of the current state of the law in Michigan. Generally, research in each of the areas has produced the following conclusions:

1. Concealed dangerous conditions known to the lessor — Older, common law rule was "caveat emptor." Michigan law imposes a higher standard on conditions or defects that the lessor knew or should have known.

2. Parts of premises retained in control of lessor — General rule is that lessor was liable. Michigan subscribes to the general rule.

3. Lessor's agreement to repair — Common law rule was that, in the absence of a specific statute or agreement to the contrary, lessor had no duty to repair and maintain. Michigan law breaks sharply from common law by imposing a duty to maintain and repair via statute and court decisions.

4. Negligence in making repairs — General rule was that once a lessor undertook repairs, he assumed liability for injuries resulting therefrom. Michigan has adopted that rule.

5. Conditions dangerous to those outside of the premises — Established view is that lessor's liability is limited, depending on whether or not he exerted control over acts of tenant. Michigan agrees generally.

6. Premises leased for admission of the public — Conventional view is similar to fifth exception: liability on part of lessor depends on foreseeability of tenant acts, control over tenant exerted by lessor, and condition of property when possession was transferred. Again, Michigan agrees generally.

Most of the recent statutes and court decisions could probably be said to lean more in the direction of tenants than of landlords. One can only speculate why. One argument frequently advanced is that the legislatures and the courts are getting around to providing equitable relief for a class of persons who had operated from a disadvantage for too long. Another argument is that the courts and the legislatures are merely reflecting the popular whim of a numerical majority (there are, after all, more tenants out there than there are landlords) intent on constructive seizure of private property without regard for the rights of the true owners.

Whether either argument is correct or whether an answer lies somewhere in the middle is probably not as significant as is the impact that the changes have had on the law of owners and occupiers of land. The changes are real. They appear not to be temporary. They seem to reflect a trend. Whether they deal with solid issues of conflicting rights, as have some of the more recent court decisions, or whether they offer a format for transactions between landlords and tenants, as do some recent statutes,⁴¹ it can probably be said that this area of the law has been notably altered. Society has changed and so have the laws in this area.

FOOTNOTES

1. William Prosser, *LAW OF TORTS* 399-400 (1964). I am truly grateful to Evangeline Vicent, my former research assistant, for her work on this article.
2. *Id.* at 401-214.
3. **Corcione v. Ruggier**, 87 RI 182, 139 A 2d 388 (1958); **Stewart v. Raleigh County Bank**, 121 WVa 181, 2 SE 2d 274 (1939).
4. *RESTATEMENT OF TORTS* §358 (1934).

5. Id.
6. 80 Mich 525, 45 NW 587 (1890).
7. Most notably **Rhoades v. Seidel**, 139 Mich 608, 102 NW 1025 (1905) and **Annis v. Britton**, 232 Mich 291, 205 NW 128 (1925).
8. 80 Mich App 248, 263 NW 2d 338 (1977).
9. 80 Mich App at 249-250.
10. Id. at 251.
11. **Primus v. Bellevue Apartments**, 241 Iowa 1055, 44 NW 2d 347 (1950).
12. 241 Iowa at 1058.
13. **Roman v. King**, 289 Mo 641, 233 SW 161 (1922) and **Schedler v. Wagner** 37 Wash 2d 612, 225 P 2d 213 (1950).
14. 77 Mich App 518, 258 NW 2d 543 (1977).
15. 77 Mich App at 518.
16. Id.
17. 439 F 2d 477 (DC Cir 1970).
18. 407 F 2d 303 (DC Cir 1968).
19. 439 F 2d at 487-488.
20. 387 Mich 569, 198 NW 2d 409 (1972).
21. **Divines v. Dickinson**, 189 Iowa 194, 174 NW 8 (1919).
22. **McKenzie v. Atlantic Manor Inc.**, (Fla App) 181 So 2d 554 (1966) and **Russell v. Little**, 22 Idaho 429, 126 P 529 (1912).
23. 1917 PA 42.
24. 1978 PA 368. See also MCLA 554.139.
25. **Whinnen v. 231 Corp.**, 49 Mich App 371, 212 NW 2d 297 (1973); **Bravo v. Cherwick**, 28 Mich App 210, 184 NW 2d 357 (1970); **Grossman v. Lambrecht** 54 Mich App 641, 221 NW 2d 424 (1974).

26. 71 Mich App 64, 246 NW 2d 416 (1976).
27. 71 Mich App at 64.
28. 219 Mich 423, 189 NW 25 (1922).
29. 401 Mich 306, 258 NW 2d 30 (1977).
30. 401 Mich at 307.
31. Id.
32. **Peerless Mfg. Co. v. Bagley**, 126 Mich 225, 85 NW 568 (1901).
33. 387 Mich 569, 198 NW 2d 409 (1972).
34. 387 Mich at 570.
35. **Rice v. King**, 214 Ark 813, 218 SW 2d 91 (1949).
36. 165 Mich 686, 131 NW 81 (1911).
37. **Grooms v. Union Guardian Trust Co.**, 309 Mich 437, 15 NW 2d 698 (1944).
38. **Taylor v. Lake Shore and Michigan Southern Railroad Co.**, 45 Mich 74, 7 NW 728 (1881).
39. 68 Mich App 253, 242 NW 2d 541 (1976).
40. 68 Mich App at 253.
41. 1972 PA 348, 1978 PA 454, and 1979 PA 50.

MAKING CLAIMS ON TITLE POLICIES*

by
Alan A. Knox

Here are some suggestions, in checklist form, to improve your chances of success the next time you have to make a claim on your client's title insurance policy.

READ THE POLICY

This seems an obvious first step, but it is surprising how frequently lawyers fail to do this. Without reading the policy, (including endorsements, conditions and stipulations, etc.) one cannot tell whether there is any coverage for the problem at hand.

FOLLOW THE CLAIMS PROCEDURE

The procedure for making a claim is spelled out in the policy Conditions and Stipulations, (e.g. paragraphs 3, 4 and 13 of the ALTA owner's policy form and paragraphs 3, 4 and 12 of the ALTA loan policy form). This usually requires the submission of a written claim and verified proof of loss from your client to the issuing title insurer at its home office address.

PREPARE A CLAIM LETTER

There are no forms available for making a claim, so an attorney's skill and artfulness may be employed. The usual practice is to send a covering letter on the attorney's letterhead. This letter will identify the client as a policyholder, the effective date, serial number, county where issued, and where issued by an issuing agent, the name and address of the agent. This letter will also summarize the nature of the claim and indicate what you think the company ought to do for your client. The enclosures should include your client's proof of loss statement and copies of such items as supporting documents, pleadings, maps and photographs where relevant.

ADVOCATE

The claim letter gives you an opportunity to explain the facts in a light most favorable to your client. However, use extreme caution to be accurate. The law requires good faith on the part of the insured as well as the insurer. Tell the company why the claim is covered by the policy. This is especially important in complex cases or where the facts suggest there may be an exclusion from coverage. The letter can be quite brief, however, where there is no question of liability.

CITE THE LAW

Although not required, it is impressive if you can accurately pinpoint a statute or case to buttress the claim. This can speed along the claims process as well as indicate your competence and expertise. It is no secret that the ingenuity of counsel often enhances the value of a title insurance claim. On the other hand, efforts to espouse novel or previously unrecognized legal theories or to torture the law will be uniformly resisted. In citing authorities, be brief and to the point.

BE REASONABLE

It is good practice to avoid inflating a claim. Inflated claims always arouse suspicions as to the overall credibility of the claimant and his attorney. Inflated claims also engender client control problems later on. Great expectations can be dashed, and it should be remembered that the title company will not pay your fees for making the claim anyway. The claims process usually does not involve a significant amount of negotiating or bartering. Thus, if your client claims an amount within the realm of reason, his figure (which will probably be on the high side) will have a greater chance of approval and run a much lower risk of being rejected out of hand. Finally, if your client does not know the amount of his damages at the present time, indicate in the claim letter that you will provide the amount as soon as it can be ascertained. Then calendar the file to follow up on the matter.

REQUEST APPROPRIATE ACTION

If the problem can be resolved other than by the title company paying your client a sum of money, your claim letter should specify what your client wants the title company to do. For example, if the holder of an unreported lien is threatening execution, request that the lien be removed. If a third party is asserting a questionable interest in the property, it may be appropriate to request the title company to commence an action to clear the title. If a missed easement can be re-routed, you might mention this as a possibility. Be sure and request a defense if your client has been sued on an issue covered by the title policy. There are many situations which might suggest other possible courses of action. However, if the problem presents an unquestionably superior title to your client's interest, e.g. a missed easement of record which is valid and which has been in use for the last 30 years, it would be inappropriate to demand the title company to institute a futile quiet title action. Perhaps the best way to request action in that kind of situation is to ask the title company to either cause the title problem to be eliminated or, in the alternative, pay your client a specified sum of money. For example, if your client is trying to sell his property and another title company has reported a cloud on title, perhaps the insurer will write around the problem to facilitate the sale. On the other hand, the payment of money to your client may be the only satisfactory remedy, e.g. a complete failure of title or a valid easement which has resulted in a diminution in value to the property.

PREPARE "PROOF OF LOSS OR DAMAGE"

In addition to the claim letter, you should prepare a document entitled "Proof of Loss or Damage" for execution by your client. This document should set forth the facts upon which your client is making a claim on his title policy and the facts supporting his monetary demand for loss or damage if applicable. It need not advocate a position, cite the law, or embellish the claim. It must be accurate and "sworn to" by the insured in the form of a notarized affidavit. This form is important to the title company for two reasons: first, it serves to pin down your client as to the nature and extent of his claim; and second, it may be used in evidence by the title company to prove up its rights as subrogee against third parties who are primarily liable for your client's loss or damage or who have been unjustly enriched by the title company's mistake.

MAPS, PHOTOGRAPHS AND DOCUMENTS

Copies of maps and photographs can enhance the claim and expedite claims handling. If the claim relates to a specific document it will help to enclose a copy of the document (or if a long

document, a copy of the relevant portion thereof). Sometimes it helps if you can draw arrows, notations or boundaries on maps or photos. Highlighting an important sentence or paragraph in a document may drive home your point.

MAILING

It is good practice to send the original claim and enclosures by certified mail return receipt requested to the address specified (e.g. in paragraph 13 of the ALTA form policy Conditions) with a copy to the county office by regular mail. Sometimes the county office uses a separate "order or case number" for reference, and if so you can find it typed in the title policy.

FOLLOW-UP

Do not hesitate to contact the title company before, during and after the claim is made. You can call or go in and discuss the problem with a claims officer at any time, preferably the sooner the better. Advise him of the problem, give him some vital statistics and he can start working on the claim even before you make it. Claims officers are seasoned and skilled, so you can quickly go to the heart of the matter with them. After you send your written claim, call again and see how the claim is progressing. Be patient, because investigation and evaluation cannot be accomplished overnight. However, where circumstances require immediate attention, e.g. legal proceedings are being pursued against your client, set a reasonable deadline and indicate that you will have to act for the client if the title company has not made a decision by that time. Be fair, friendly and firm at all times when dealing with the title company. It will not help your client's cause to irritate or unduly pester the claims officer. A gentle nudge will often do more good than the threat of a bad faith case. Your continuous follow-up will probably be enough to prevent delays, and it will also provide you a chance to give your client a glimpse of what is happening.

NEGOTIATIONS

On the more complicated claims it is not unusual for negotiations to develop. The issues could include liability, damages, or both, and the drift of negotiations could take many diverse directions. A lot could be written about this phase of claims handling, but a few comments might be found helpful. First, if the title company denies your client's claim you might be able to reverse the decision by ascertaining the reasons for denial and showing that those reasons do not justify denial. This may ultimately result in a declaratory relief action, however. Is your client ready for that? Or you could attempt to show that there was a bad faith denial. The threat of a bad faith action is very expensive and is difficult to prove in most situations. However, the threat of bad faith may encourage the title company to review its position. If the title company seems to be vacillating on the issue of coverage, a discussion of the cases interpreting title policy provisions may lead to a decision in your client's favor. On the issue of the amount to be paid your client, a convincing and compelling argument as to the reasonableness of your client's demand may be the key.

In conclusion, try to leave the impression that your client is being entirely honest and reasonable and that you expect the title company to deal fairly and in good faith with your client. When the title company realizes that you know what you are talking about, a developing mutual respect should open the door to a speedy and appropriate disposition of your client's claim.

*This article is a reprint of an article by Alan A. Knox of Santa Ana, California which was originally published in the Spring, 1981 Edition (Vol. 2, No. 2) of **Real Property News**, the official publication of the Real Property Law Section of the State Bar of California, and is reprinted with the permission of the author and publisher. Editorial changes have been made by Allen E. Priestley, Senior Vice President of St. Paul Title Insurance Corporation, to accommodate Michigan practice.

THE LEGISLATIVE SCENE
Mary P. Levine, Chairperson
Legislation Committee

There has been no substantive action on legislation dealing with the usury ceilings since the last issue of the **Review**. Although new bills have been introduced on the subject and discussions continue among the consumer groups, the lending institutions and the legislative leaders involved, action on already introduced bills or a compromise bill(s) is not expected until the legislature returns in September from summer recess.

Besides legislation dealing with interest rates and usury, other important bills have been introduced. HB 4837 is the proposed format of the "revised uniform limited partnership act." It is substantially the same as amended SB 30. Both bills were introduced based upon the recommendations of the 1980 Michigan Law Revision Commission. There continues to be a fair amount of legislation on mobile homes, condominiums and property taxation. The mortgage escrow bill (HB 4679) which was not acted upon in the 1979-80 legislative year has been re-introduced. Finally, Rep. Tom Brown has introduced legislation to create statutory home warranties and to require all residential builders to give these new home warranties as a precondition to receiving licensure under the Occupational Code. (HB 4896 and HB 4897).

ACTION ON PREVIOUSLY INTRODUCED LEGISLATION

- HB 4006 Usury; 25% interest extension; 5/20/81 third reading with amendments, passed; 5/21/81 Com. on Corporations and Economic Development.
- HB 4011 Second mortgages; 6/1/81 passed, I.E.; 6/3/81 Com. on Corporations and Economic Development; 6/25/81 general orders with amendments; 6/29/81 third reading with amendments; 7/1/81 passed, I.E.
- HB 4054 Right to farm bill; 5/12/81 general orders with amendments; 6/4/81 third reading with amendments; 6/24/81 Senate amendments concurred in, I.E.; ordered enrolled; 6/30/81 presented to Governor.
- HB 4098 Equal contractual and property rights for married women; 5/12/81 third reading with amendments; 5/13/81 passed, I.E.; 5/20/81 Com. on Judiciary.
- HB 4175 Property tax credits; 5/6/81 conference report adopted, I.E.; 5/7/81 ordered enrolled; 5/8/81 presented to Governor; 5/14/81 approved by Governor, P.A. 43, I.E.
- HB 4221 Tax Tribunal, final levy upon appeal; 5/7/81 second reading with amendments; 5/12/81 third reading with amendments; 5/13/81 passed, I.E.; 5/20/81 Com. on Finance; 5/28/81 general orders; 6/4/81 third reading with amendments; 6/16/81 passed, I.E.; 6/17/81 Senate amendments concurred in, I.E., ordered enrolled; 6/18/81 presented to Governor.
- HB 4228 Energy conservation property tax credit; 5/7/81 second reading with substitute; 5/13/81 third reading with substitute; 5/27/81 Com. on Finance; 6/25/81 general orders with substitute.

- HB 4238 Tax appeal hearings; 6/10/81 second reading with substitute; 6/11/81 third reading with substitute; 6/16/81 passed, I.E.; 6/17/81 Com. on Finance.
- HB 4348 Mobile Homes; 5/21/81 second reading with substitute.
- SB 30 Limited Partnership Act; 6/16/81 general orders with amendments.
- SB 65 Tax Increment Financing; 5/11/81 approved by Governor; P.A. 34, I.E.
- SB 73 Property Tax equalization delay; 5/27/81 amended, defeated.
- SB 219 Equalization by class; 5/7/81 given, I.E., ordered enrolled; 5/14/81 presented to Governor; 5/19/81 approved by Governor, P.A. 52, I.E.
- SB 226 Land Sales Act exemptions; 5/28/81 general orders with amendments; 6/4/81 third reading with amendments; 6/9/81 amended, passed; 6/9/81 Com. on Urban Affairs.

NEWLY INTRODUCED LEGISLATION

- HB 4608 allows use of equalization study data only when timely reported to local treasurer by state tax commission. (Introduced by Rep. Van Singel on 4/10/81 and referred to the Com. on Taxation.)
- HB 4626 exempts financial institutions from usuary act. (Introduced by Rep. Keith on 4/28/81 and referred to the Com. on Corporations and Finance.)
- HB 4627 exempts financial institutions from criminal usuary act. (Introduced by Rep. Keith on 4/28/81 and referred to the Com. on Corporations and Finance.)
- HB 4651 allows local units of government to use irrevocable letters of credit as security for construction of public buildings. (Introduced by Rep. Bennett, et al on 5/6/81 and referred to the Com. on Urban Affairs; 6/11/81 second reading; 6/18/81 passed, I.E.; 6/23/81 Com. on State and Veterans' Affairs.)
- HB 4652 allows contractors to furnish security for construction of public buildings via irrevocable letters of credit. (Introduced by Rep. Bennett, et al on 5/6/81 and referred to the Com. on Urban Affairs; 6/11/81 second reading; 6/18/81 third reading; 6/22/81 passed, I.E.; 6/23/81 Com. on State and Veterans' Affairs.)
- HB 4679 authorizes regulation of mortgage escrow accounts and provides for the payment of interest thereon. (Introduced by Rep. Jondahl, et al on 5/12/81 and referred to the Com. on Consumers.)
- HB 4682 extends expiration date of mobile home commission to January 10, 1987. (Introduced by Rep. Owen, et al on 5/13/81 and referred to the Com. on Towns and Counties; 6/2/81 second reading; 6/5/81 passed, I.E.; 6/10/81 Com. on State and Veterans' Affairs.)

- HB 4685 revises method of election of the board of directors of forest improvement district; provides for incentive payments for landowner members of forest improvements district and provides for other general amendments. (Introduced by Rep. Jacobetti, et al on 5/13/81 and referred to the Com. on Economic Development and Energy.)
- HB 4686 includes all industrial leased personal property without regard to the type of leasing arrangement or financing arrangement used within plant rehabilitation district. (Introduced by Rep. Hollister, et al on 5/14/81 and referred to the Com. on Taxation.)
- HB 4701 increases senior citizen income brackets under property tax credits and revises credit so that all specially designated taxpayer credits are calculated the same as senior citizen credit. (Introduced by Rep. M. Brown on 5/21/81 and referred to the Com. on Taxation.)
- HB 4706 provides that a tax sale on assessments and building and use restrictions shall not eliminate building and use restrictions. (Introduced by Rep. Harrington on 5/21/81 and referred to the Com. on Taxation.)
- HB 4711 reduce true cash value to 35%. (Introduced by Rep. N. Smith on 5/21/81 and referred to the Com. on Taxation.)
- HB 4719 requires prevailing wage in economic development corporation projects. (Introduced by Rep. Conroy on 5/28/81 and referred to the Com. on Labor.)
- HB 4786 provide for additional reimbursement for expenses of a regional planning commission. (Introduced by Rep. T. Brown on 6/1/81 and referred to the Com. on Urban Affairs.)
- HB 4791 exempts homestead of person 65 years or older from property taxation if homestead's assessed value is less than \$6,000. (Introduced by Rep. Dutko on 5/3/81 and referred to the Com. on Taxation.)
- HB 4792 provide homestead exemption for senior citizens and disabled person for \$6,500 in state equalized valuation. (Introduced by Rep. Dutko on 6/3/81 and referred to the Com. on Taxation.)
- HB 4793 provide homestead exemption for senior citizens and disabled persons for \$6,000 equalized valuation. (Introduced by Rep. Dutko on 6/3/81 and referred to the Com. on Taxation.)
- HB 4798 provide for up to \$4,000 in no interest loans for Vietnam war era veterans for certain loans made by the State Housing Development Authority. (Introduced by Rep. Fitzpatrick on 6/3/81 and referred to the Com. on Military & Veterans' Affairs.)
- HB 4800 delete prevailing wage requirements from Economic Development Corporation Act. (Introduced by Rep. Strand on 6/4/81 and referred to the Com. on Economic Development and Energy.)

- HB 4807 provide for gradual decrease in percentage which assessments are to true cash value. (Introduced by Rep. Trim on 6/5/81 and referred to the Com. on Taxation.)
- HB 4810 provide zoning restrictions for location of adult entertainment businesses. (Introduced by Rep. Evans on 6/8/81 and referred to the Com. on Towns and Counties.)
- HB 4811 delay including newly constructed residential dwelling in determining real property's true cash value until occupied. (Introduced by Rep. Griffin on 6/8/81 and referred to the Com. on Taxation.)
- HB 4812 require additional member of State Housing Development Authority to be appointed by the governor from the building trades industry. (Introduced by Rep. Elliot on 6/8/81 and referred to the Com. on Urban Affairs.)
- HB 4833 prohibit mobile home park owner or operator from unreasonably denying ability to sell a mobile home on-site. (Introduced by Rep. Collins on 6/11/81 and referred to the Com. on Consumers; 6/17/81 Com. on Urban Affairs; 6/18/81 second reading.)
- HB 4837 require real estate brokers and salespersons to take certain courses of instruction. (Introduced by Rep. Trim on 6/11/81 and referred to the Com. on State Affairs.)
- HB 4844 eliminate equalization by class. (Introduced by Rep. Bennett on 6/11/81 and referred to the Com. on Taxation.)
- HB 4847 enacts Michigan revised uniform limited partnership act. (Introduced by Rep. Wilson on 6/11/81 and referred to the Com. on Corporations and Finance.)
- HB 4849 permit finance charge on home improvement loan in any amount. (Introduced by Rep. Cushingberry on 6/11/81 and referred to the Com. on Corporations and Finance.)
- HB 4850 permit time price differential in any amount on retail installment sales. (Introduced by Rep. Cushingberry on 6/11/81 and referred to the Com. on Corporations and Finance.)
- HB 4851 permit small loan companies to make second mortgages to secure a loan in an amount greater than regulatory loan ceiling and to charge any rate of interest agreed in writing on all loans. (Introduced by Rep. Cushingberry on 6/11/81 and referred to the Com. on Corporations and Finance.)
- HB 4853 permit interest rates on unpaid balances at rates set by the board of directors of credit unions. (Introduced by Rep. Cushingberry on 6/11/81 and referred to the Com. on Corporations and Finance.)
- HB 4854 permit interest to be charged in any amount by savings and loan associations. (Introduced by Rep. Cushingberry on 6/11/81 and referred to the Com. on Corporations and Finance.)

- HB 4855 exempts state and federal banks, savings and loan associations and credit unions from general usury law. (Introduced by Rep. Cushingberry on 6/11/81 and referred to the Com. on Corporations and Finance.)
- HB 4887 increase property tax credit and personal exemption on state income tax. (Introduced by Rep. Buth on 6/24/81 and referred to the Com. on Taxation.)
- HB 4896 require residential builders to comply with new home warranty act for licensure. (Introduced by Rep. T. Brown on 6/30/81 and referred to the Com. on Urban Affairs.)
- HB 4897 provide for statutory home warranties for new homes. (Introduced by Rep. T. Brown on 6/30/81 and referred to the Com. on Urban Affairs.)
- HB 4901 require state to study equalization of all remaining counties before returning to an individual county. (Introduced by Rep. Stacey on 6/30/81 and referred to the Com. on Taxation.)
- HB 4948 exempt loans exceeding \$2,000,000 from criminal usury. (Introduced by Rep. Ballard on 7/1/81 and referred to the Com. on Judiciary.)
- SB 290 provides for easily understood language in rental agreements. (Introduced by Sen. Vaughn on 5/13/81 and referred to the Com. on Consumer Affairs, Forestry and Tourist Industry.)
- SB 308 extends expiration date of Michigan Resource Inventory Act. (Introduced by Sen. Monsma on 5/20/81 and referred to the Com. on Environmental and Agricultural Affairs.)
- SB 327 prohibits leasing of oil and gas rights for extraction from Great Lakes. (Introduced by Sen. Faust on 5/27/81 and referred to the Com. on Commerce.)
- SB 328 eliminates reference on P.A. 326 of 1913 to obtaining oil and gas leases for extraction from Great Lakes. (Introduced by Sen. Faust on 5/27/81 and referred to the Com. on Commerce.)
- SB 330 increase permissible limit for term group life insurance policies in connection with loans on dwellings, to amount of loan. (Introduced by Sen. DiNello on 5/28/81 and referred to the Com. on Commerce.)
- SB 335 provide for gradual decrease in percentage which assessments are to true cash value. (Introduced by Sen. DiNello on 6/3/81 and referred to the Com. on Finance.)
- SB 345 permit banks to make substandard loans that create job opportunities under certain circumstances. (Introduced by Sen. Kelly on 6/8/81 and referred to the Com. on Corporations and Economic Development.)

- SB 350 prohibit property tax levies to increase beyond tax levies for last year on existing property plus collections from additions without approval of governing body at a special public meeting. (Introduced by Sen. DeSana on 6/10/81 and referred to the Com. on Finance.)
- SB 355 retain 1981 SEV for 1982 levies and eliminate 1982 equalization. (Introduced by Sen. DeMaso on 6/15/81 and referred to the Com. on Finance.)
- SB 356 freeze for 1982 levies property tax assessments at 45% of 1981 levies; reduce incrementally percentage at which property is assessed for tax purposes to 30% for 1985 levies and limit assessment increases for each piece of property to the percentage increase in the general price level. (Introduced by Sen. DeMaso on 6/15/81 and referred to the Com. on Finance.)
- SB 366 provide for an additional senior citizen rental credit (property tax credit against income tax) and for certain credits based on school property taxes. (Introduced by Sen. Faust on 6/24/81 and referred to the Com. on Finance.)
- SB 367 provide for varying degrees of property tax exemptions for homesteads of senior citizens and other homestead owners. (Introduced by Sen. Faust on 6/24/81 and referred to the Com. on Finance.)
- SB 377 allow issuance of industrial development revenue bonds by a Downtown Development Authority for purpose of financing acquisition, construction and initial operation of property in connection with the implementation of a development plan. (Introduced by Sen. Corbin on 7/1/81 and referred to the Com. on Corporations and Economic Development.)
- SB 387 provide for adjustment of county SEV if appeals of a county's equalization by a local unit of government is successful in decreasing the SEV of the appellant local unit. (Introduced by Sen. Fredricks on 7/1/81 and referred to the Com. on Finance.)
- SB 391 exempt new residential dwelling from property taxation until sold or until no longer vacant. (Introduced by Sen. Young on 7/1/81 and referred to the Com. on Finance.)
- SB 401 allow State Building Authority to participate in condominium projects. (Introduced by Sen. Corbin on 7/1/81 and referred to the Com. on State and Veterans' Affairs.)
- SB 402 allow State Building Authority to participate in condominium projects and increase permitted term of leases with the state. (Introduced by Sen. Corbin on 7/1/81 and referred to the Com. on State and Veterans' Affairs.)
- SB 403 provide for agreed upon interest rate for mortgages and land contracts under certain circumstances and extend sunset date. (Introduced by Sen. Holmes on 7/1/81 and referred to the Com. on Finance.)

RECENT DECISIONS
by
Joseph Lloyd
Lloyd, Rutzky & Dodge

CASE NOTES

MORGAN v CINCINNATI INSURANCE CO, ___ Mich ___, ___ NW2d ___ (1981) (No. 63465, June 19, 1981)

Tenancy by entirety — insurance — fraud by co-insured

The question before the court was whether the intentional burning of a home by one spouse would bar recovery under a statutory fire insurance policy. Both spouses were named in the policy as “the insured.” The husband and wife were living apart and a divorce was pending. The policy provided that the entire policy would be void in the case of fraud or false swearing by the insured.

The court held that the language had application only to the insured person committing the fraud, and not to any other person described in the policy as an insured. The wife was then permitted to recover under the policy. The court limited a rule previously stated by the Supreme Court in *Monaghan v Agricultural Fire Ins Co of Watertown*, 53 Mich 238; 18 NW 797 (1884) that intentional destruction was chargeable to both insureds and precluded recovery by the innocent joint insured.

In dissent, Justice Fitzgerald would have held that the innocent spouse could recover on the policy, but only to the extent of her interest in the property, which, as a tenant by the entireties, would amount to one half of the amount recoverable.

Erratum: In the June issue of the Review, the Poletown case was discussed and mention was made of the dissent of Justice Ryan. It should be noted that Justice Fitzgerald also dissented in that case. Any implication to the contrary is deeply regretted.

Note: A copy of any of the cases discussed in this column may be obtained from the court at a nominal charge for reproduction. For copies of the Supreme Court cases, call the Clerk’s office at 517-373-0120 with the name of the case and the date decided. For copies of Court of Appeals cases, call the Clerk’s office at 517-373-0786 and ask for Anita Bond. You will again need the name of the case, the date decided, and in this case, the docket number.

As time and resources permit, the author of this column will also be happy to send a copy of any decision to anyone in need of same.