



The General Practitioner

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Richard T. White, Jr., Chair
Christopher Carlson, Chair-Elect
Pamela Beeghly, Secretary
William A. Roy, Treasurer
William L. Cataldo, Associate Editor

Maury Klein, Editor
18930 W. Ten Mile Road
Suite 2500
Southfield, Michigan 48075
(248) 423-9333
kerith08@netzero.net

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EDITOR'S NOTES

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Readers are invited to submit their own articles, comments and opinions to Maury Klein, Editor, 18930 W. Ten Mile Road, Suite 2500, Southfield, Michigan 48075,

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STATE BAR OF MICHIGAN

In Re: Stechly

By Hon. David J. Szymanski

STATE OF MICHIGAN

IN THE PROBATE COURT FOR THE COUNTY OF
WAYNE

IN THE MATTER OF:

WALTER STECHLEY, File No. 2002 654668 DE

Deceased.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

At issue in the case at bar is an instrument purported to serve as the last will of the deceased, Walter Stechly.

Based on the testimony presented it is obvious witnesses were much less than truthful as one side offered testimony completely at odds with the testimony of the other. At issue in the testimony were issues ranging from when and where the document was signed to whether or not the decedent intended to marry the woman he lived with for several years.

While it is probable the parties would like the Court to divine who is telling the truth and, therefore, anoint one side as liars, it is not necessary for the Court to reach that determination to decide the legal import of the document at issue.

The facts in this case are as follows.

Findings of Fact

Decedent Walter Stechly lived in Hamtramck, Michigan. For several years preceding his demise, he had a romantic relationship with Urzula Brown who lived with him. The relationship is evidenced by affectionate notes written between the two and, while the family of the deceased minimized the relationship, they could not deny its existence.

A document, written in Polish, has been submitted to the Court as decedent's last will. The document, in its translation, states that it is THE WILL of Walter Stechly. A copy of the document and its translation is attached to this decision. The original document has the date of 8/6/02 written above the alleged signature of Walter Stechly. It appears that this date is not in the writing of Walter Stechly and was added sometime after he signed the document. Also on the document are the signatures of Walter's mother, Maria Stechla; Janina Weglicka Albujoq; and a notary Iwona Rusin. The material portion of the document submitted is written in the handwriting of Urzula Brown; a fact that is not in dispute.

Also not in dispute is the fact that Iwona Rusin, Maria Stechla, and Janina Albujoq signed the document. At issue is the timing and circumstances of each of these parties having signed the document.

Urzula Brown would have the Court believe that all of these parties were together for the execution, that they witnessed the signing, and then signed as witnesses contemporaneously with the decedent's execution of the document on August 6, 2002.

The family of Walter Stechly tells a different tale. They indicate that they weren't even in the country on August 6. As they live in Canada, they indicate they came to the States a few days after August 6 for a wedding. They indicate that they did sign the document, but that they signed only after Walter died.

Urzula Brown testified that she and Walter had discussed marriage and planned to marry. Maria Stechla claims that Walter did discuss marrying Urzula, but that the marriage was going to be simply to allow Urzula to be placed on his health insurance. Maria explained that Walter indicated that Urzula had cancer and needed treatment and yet did not want to rush into marriage. There is an internal inconsistency here as, if Urzula had cancer, there would be some urgency to the marriage.

Maria Stechla testified that Walter did discuss with her leaving his house to Urzula. She testified to a discussion between Walter, herself, and Urzula wherein Walter indicated he might give the house to Urzula. Maria indicated Urzula replied that even if Walter did not leave her anything, she would never leave him. Maria indicated that the signature on the document did appear to be Walter's signature. None of the witnesses presented indicated that the signature was not Walter's.

Conclusions of Law

The present status of the law in Michigan indicates that the instrument in question does not meet the requirements to be considered a holographic will.

MCLA 700.2502 (2) and (3) indicate:

(2) **A will that does not comply with subsection (1) is valid as a holographic will, whether or not witnessed, if it is dated, and if the testator's signature and the document's material portions are in the testator's handwriting.**

(3) Intent that the document constitutes a testator's will can be established by extrinsic evidence, including, for a holographic will, portions of the document that are not in the testator's handwriting. (emphasis and materials in parenthesis added)

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The instrument in question does not satisfy the requirements for a holographic will enunciated in MCL 700.2502(2). The key factor is that the material provisions are not in the testator's handwriting. It was purportedly dictated by the decedent. Since it was not written by the testator's hand, it cannot be treated as a holographic will.

The provisions of MCL 700.2502(3) do not negate the holographic will requirements of MCL 700.2502(2). Subsection 3 provides guidance on the scope of evidence which may be proffered to attempt to establish that an instrument may be considered the decedent's will, and specifically authorizes consideration of portions of the document not written by the testator.

In re Estate of Kylon Lee Smith, 252 Mich App 120; 651 NW 2d 153 (2002), the Court of Appeals analyzed MCL 700.2502(3) and reversed the Newaygo County Probate Court's grant of summary disposition in favor of the respondent-heirs concerning the validity of a handwritten document which petitioner sought to have admitted as a holographic codicil to the decedent's will. The trial court opined that extrinsic evidence was relevant only if the writing was admitted to probate, and noted that on its face the document was not a testamentary instrument.

The appellate panel noted that MCL 700.2502(3) expressly allows admission of extrinsic evidence to determine whether the necessary intent existed for a document to be considered a testamentary instrument. By failing to permit the petitioner to present extrinsic evidence, petitioner was denied the opportunity to demonstrate the document's testamentary intent, and summary disposition was incorrectly granted. 252 Mich App 120, 126, 129.

MCL 700.2502(3) could also be used as a basis for offering extrinsic evidence in an attempt to have an instrument treated as the decedent's will pursuant to MCL 700.2503.

The instrument in question could arguably be determined to be a writing intended as a will pursuant to MCL 700.2503. This section declares:

Although a document or writing added upon a document was not executed in compliance with section 2502, the document or writing is treated as if it had been executed in compliance with that section **if the proponent of the document or writing establishes by clear and convincing evidence that the decedent intended the document or writing to constitute** any of the following:

- (a) **The decedent's will.**
- (b) A partial or complete revocation of the decedent's will.
- (c) An addition to or an alteration of the decedent's will.
- (d) A partial or complete revival of the decedent's formerly revoked will or of a formerly revoked portion of the decedent's will.

(emphasis added)

This provision was adopted as part of the Estates and Protected Individuals Code (EPIC), which became effective April 1, 2000. It has no counterpart under the Revised Probate Code (RPC), but is based on Section 2-503 of the Uniform Probate Code (UPC). John Martin, the Official Reporter of EPIC, has an extensive comment on this section, which is included in ICLE's publication of the Code and the Michigan Probate Sourcebook. The salient provisions are as follows:

By way of dispensing power, **this new section allows the probate court to excuse a harmless error in complying with the formal requirements for executing or revoking a will.**

Consistent with the general trend of the revisions of the UPC, Section 2-503 unifies the law of probate and nonprobate transfers, extending to will formalities the harmless error principle that has long been applied to defective compliance with the formal requirements for nonprobate transfers. See, e.g., Annot., 19 A.L.R.2d 5 (1951) (life insurance beneficiary designations).

By placing the burden of proof upon the proponent of a defective instrument, and by requiring the proponent to discharge that burden by clear and convincing evidence (which courts at the trial and appellate levels are urged to police with rigor), Section 2-503 imposes procedural standards appropriate to the seriousness of the issue. Experience in Israel and South Australia strongly supports the view that a dispensing power like Section 2-503 will not breed litigation. Indeed, as an Israeli judge reported to the British Columbia Law Reform Commission, the dispensing power actually prevents a great deal of unnecessary litigation, because it eliminates disputes about technical lapses and limits the zone of dispute to the functional question of whether the instrument correctly expresses the testator's intent. British Columbia Report, *supra*, at 46.

The larger the departure from Section 2-502 formality, the harder it

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In Re: Stechly

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will be to satisfy the court that the instrument reflects the testator's intent. Whereas the South Australian and Israeli courts lightly excuse breaches of the attestation requirements, they have never excused noncompliance with the requirement that a will be in writing, and they have been extremely reluctant to excuse noncompliance with the signature requirement. See Lanbein, supra, at 23-29, 49-50.

* * *

Section 2-503 means to retain the intent-serving benefits of Section 2-502 formality without inflicting intent-defeating outcomes in cases of harmless error. (emphasis added)

MCL 700.2503 imposes a high standard clear and convincing evidence that must be met in order to demonstrate that a decedent intended an instrument as his will.

In the instant case there has been evidence that is both clear and convincing indicating that the Decedent wished to leave his house to Urzula Brown and executed the document to serve as his will.

Testimony established that a significant relationship existed between the Decedent and Urzula Brown. It further established that he wished to leave his house to her, and that he dictated and signed the document in question that attempts to accomplish this end. Although material portions are not written in his hand, this document is recognized by the Court as a writing intended as a will.

In finding that the document serves as a writing intended as a will, this Court does not reach the question of whether or not the document meets the requirements of being a duly executed will pursuant to MCLA 700.2502. The Will is admitted to probate.

DAVID J. SZYMANSKI
Judge of Probate
DATED: December 16, 2003

THE WILL

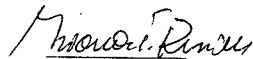
This is my intention that in the case of my death or physical and mental incapability, all my rights to a property (real estate), located at 6 Barclay Ct., Dearborn MI 48126, are to be surrendered to Urszula Brown, ID# B 650 829 313 597 (driver license ID), born on 07/30/1961 with all ownership rights.

8/6/02
WALTER STECHLY
(signed, signature verified)

WITNESSES:

1. JANINA WEGLIICKA ALBUJOQ
(signed, signature verified)
2. MARIA STECHLA
(signed, signature verified)

.....
This document is a translation of the original document prepared in the Polish language, signed and sworn before me on this 6th day of August of 2002.


Iwona T. Rusin
Notary Public

Iwona T. Rusin
Notary Public, Wayne County, MI
My Commission Expires Aug. 17, 2002

A NEW CLASS OF CRIMINAL

By William L. Cataldo

Thanks to term limits and a stale economy, our ego-driven state legislators have created a new class of criminals—those who don't make enough money to pay excessive fees to retain their driver's licenses after certain traffic violations. In order to balance the budget, the legislature has turned to those who already exist just above the poverty line and hit them with penalty fees not at all related to the judicial process to make up for shortcomings in the ill-planned state budget.

Act No. 165 of the Public Acts of 2003 was attached to the higher profile Drunk Driving Bill signed into law by Governor Granholm that became effective October 1, 2003. Known as the Driver Responsibility Fee, this hidden piece of legislation assesses additional fees paid directly to the Secretary of State for convictions on various traffic offenses (that occur after October 1, 2003), both civil and criminal, for two years.

Under this act, a responsibility fee is to be paid each year for two consecutive years for the following offenses:

1. An individual, whether licensed or not, who accumulates 7 or more points on their driving record within a two-year period for any violation not specifically mentioned in the bill (meaning civil infractions like speeding, running stop signs, etc.) Shall be assessed a \$100.00 responsibility fee. For each point above 7 points, an additional \$50.00 fee shall be assessed.

2. An annual responsibility fee of \$1000.00 will be assessed for a conviction or listed abstract posting of any of the following offenses:

- a. A conviction for drunk driving in any form;
- b. Convictions for vehicular manslaughter, negligent homicide, or a felony resulting from the uses of a motor vehicle, or snowmobile, which includes fleeing and eluding an officer; and/or
- c. Failure to stop and/or disclose identity at the scene of an accident.

3. An annual responsibility fee of \$500.00 will be assessed for a conviction or an abstract for the following offenses:

- a. Refusing to blow on the PBT;
- b. Refusal to take the breath test at the police station (Datamaster);
- c. A conviction for reckless driving; and/or
- d. A conviction for driving while license suspended.

4. An annual responsibility fee of \$150.00 will be assessed for a conviction or an abstract for a conviction of the following offenses:

- a. No insurance or proof of insurance; and/or
- b. No registration or proof of registration.

The Secretary of State will send a notice of responsibility assessment to the person or the driver by regular

mail to the address on record with the Secretary of State. If payment is not received within 30 days after the notice is mailed, the Secretary of State shall send a second notice that indicates if payment is not received within the next 30 days, the driver's driving privileges will be suspended. The suspension does not go away after two years, but when the money is paid. The assessments will add up over the course of the two years until paid in full. There is no language indicating that additional fines, penalties or interest will be added while the fees remain unpaid.

Of course, being the good sports they are, the Secretary of State is willing to enter into a payment plan with you to collect those fees. Under the act, an installment plan to pay can be arranged with them, but it doesn't explain how. I guess we just send our clients to the local SOS office to work out the details. The installment plan appears only to impact the assessments for fees of \$500.00 or more, with the amount due within the calendar year of the assessment. If the license is suspended for lack of payment, how will the suspension be listed on the master driving record? It will not be an FCJ (failure to comply with judgment) because it is not an order of the court. Similarly, it can't be a FAC (failure to appear in court) because it is in no way related to a court obligation. The SOS will provide us with a new designation soon.

Where does the money go, you ask. I wish I could say it went to a lofty purpose, such as a crime victims rights assessment, but it doesn't. To make up for shortfalls in the state budget, something called a fire protection fund was created within the state treasury. The state treasurer is directed to deposit this money into that fund and direct the investment of the fund.

You would expect criminal defense attorneys to disagree with placing additional burdens on the already overwhelmed middle and lower classes, but we are joined in our anger by average citizens (who usually take to tougher criminal penalties like rats to cheese), police organizations and a majority of the Michigan district judges. The outcry has been loud enough that a local state representative has introduced a new bill to repeal part of the legislation.

No one argues harsher penalties to individuals who commit felonies while driving a vehicle should be punished. Drivers that kill, maim or otherwise flee lawful stops attempted by the police should not only lose the privilege to drive, but spanking their pocketbook to retrieve a privilege so callously mistreated is fair. The bill becomes unfair when it impacts the way the police and the courts mete out punishment. A majority of drivers who take their cases to court can barely afford to pay the fines and costs associated with the offense. Now, without warning and without permission, a new hidden tax is added to help balance the

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state's bleeding budget, a matter completely distinct from the act of driving.

Only people who have been pulled over can understand the pressure of an armed police officer approaching the window and asking to see specific paperwork. Many times these officers are gruff, rude or exceedingly stern causing us to feel an anxiety that prevents clear thought. As a result, many people feel rushed and may not remember where the proof of insurance form or the vehicle registration is. Police usually wrote the ticket, but gave you a period of time to appear at the police station to show the proof and they simply dismissed the ticket. Placing huge financial penalties in the mix may change how police are willing to give motorists a break. Many officers do a good job patrolling traffic. They issue tickets that don't carry SOS points but act as a warning to the driver to pay more attention and provide the city court with some revenue to continue operations. The new law makes the officer reassess how he makes these decisions, which can only ultimately hurt the citizen. If the officers' options are limited, courtesy goes out of the window.

Matt Helms, Detroit Free Press autowriter, is one of the first and few widely read reporters to come out publicly against the senseless fines and hidden taxes levied on normally law abiding citizens. He reported State Rep. John Garfield, among others, has had an earful from constituents about it and has introduced legislation to repeal. Helms correctly points out that \$300.00 fines to normally law abiding citizens for infractions the courts took lightly is unfair. In 2002, according to the Helm's article, 171,000 people, or 3 percent of Michigan's 7.2 million licensed drivers were ticketed for no proof of insurance and expired plates. At \$150.00 per ticket per year, this alone would have raised 25.6 million dollars for the state budget. Many of these tickets were probably courtesy tickets, meaning the officer recognized the driver had a good record and was deserving of a break. Therefore a ticket was issued on the non-point, fixable infraction, ignoring the speeding or other more serious civil infraction.

No one doubts a lot of Michigan drivers try to skirt the mandatory insurance laws by purchasing minimal insurance just to provide proof to get a car on the road, failing to pay in full or letting it lapse later and those who chose to violate the law and drive without insurance should be punished. But I agree, it is heavy-handed to punish forgetfulness or situational anxiety so harshly. Why eliminate traditionally appreciated police courtesies?

But more importantly, there are a number of people who have gotten into trouble with points or other driving infractions who may never recover when they are assessed and unable to pay these additional excessive fees. This is what concerns many district court judges. Many of the district court judges in the tri-county area believe the legislators' refusal to ask for their input prior to enacting

this law shows a lack of respect and knowledge about the difficulties in dealing with low-income individuals. First, there is the public perception these fees are associated with court costs and go toward keeping the judge's salary at its current level. Nothing could be further from the truth, but under some judicial canons, judges may not be allowed to comment publicly.

The assessments/taxation fees do not make the roads safer. There is no legal component, no education, nothing that assures the public a person has learned a lesson. There is no rehabilitative effect to the taxes. When judges sentence an individual it is with an eye toward rehabilitation and public safety. These fees do nothing to enhance or promote their effort. In some cases, judges will delay fines and costs and setting probation conditions to allow a person to clear up matters. This law materially impacts their ability to assist and encourage those to clear up a record to get a license reinstated. Many people who live at the margin may barely be encouraged and motivated to clean up a record and get straight, only to fall further in debt and have a license suspended for their inability to pay excessive fines, for taxes.

These individuals will continue to drive because they have to get to work. Many have families and are already living on assistance. The metropolitan Detroit area is one of the only major cities without a sufficient mass transportation system. If this was Chicago or New York City, there are no excuses about getting to work. I see the time it takes some of my clients to get to court from Detroit by bus, an average of at least two hours, sometimes with three or four bus changes. Drivers will be caught in a vicious cycle. As unpaid assessment fees add up, more driving while license suspended tickets will be issued. Local judges are sympathetic to financial plight and may be hesitant to send these drivers to jail. Lately, sheriffs have sent out the message their jails are overcrowded and the limited space must remain open for violent offenders.

Society suffers when the only result of legislation is to create a debtor's prison, which is what this does. How will a spike in the local court's caseload benefit society? In many courts, driving while license suspended is the most frequently arraigned charge. As the number of these cases increase, so does the docket. Some judges believe a separate weekly docket may have to be set up to deal with this violation alone. How is that positively affecting the local community and keeping their costs down? One judge was curious how the SOS was going to be able to handle the billing, collection, and tracking of the funds. Nothing in the law provided funds to hire additional staff to handle it. Will an already overworked SOS staff be asked to add this burden?

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A New Class of Criminal

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The efficiency of state workers isn't high to begin with (just renew a license at your local SOS office to be reminded) much less having to handle this additional task.

Even though the judges don't assess or collect the fee, the result of the failure to pay it will fall on them, making already overburdened district court judges collection agents for the state. How will judges handle these cases when the person before them has done everything within their power to comply but a bad economy, created by the same people who assessed this fee, are without means to "get legal?" This may have the unfortunate side effect of encouraging prosecutors to grant adjournments (creating additional work for the court) to individuals to clean up a record, then reducing the ticket in a plea bargain to an infraction that will not be abstracted to the SOS, thereby eliminating the assessment fee. A side effect of avoiding unfair financial burdens potentially misleads judges because they are unable to get a clear and accurate view of the person's driving record.

The state has already established a number of penalties for drunk driving charges. The number of ways the

state is collecting taxes boggles the mind. In drunk driving cases, aside from the points and potential jail time, we need to discuss draconian license sanctions, vehicle forfeiture, vehicle booting, replacement license plates, replacement licenses and community service. This is without the rehabilitation aspects of the case like AA, therapy, in-patient and out-patient programs, random alcohol and drug screening and MADD programs. Once the good news has been discussed, you hit them with financial burdens. There are fines, court costs, reimbursement for arrest fees, towing fees, reimbursement for prosecution fees, EMS fees, crime victims rights fees, the new \$45.00 state judgment fee and probation oversight expenses. And, if relevant, restitution.

There are no answers, just befuddlement and anger. But, if you are driven to action, you can contact your lawmakers at www.house.michigan.gov or www.senate.michigan.gov or call Governor Granholm's office at 517-335-7858.

INSURANCE AND INDEMNITY

By Hal O. Carroll

Having discussed the basics of insurance in previous articles, it is time to turn to indemnity, which has its own peculiarities. In this article, we will attempt an overview, and then discuss the details in the next articles. Insurance policies and indemnity clauses are first cousins, but there are significant differences.

The basic similarity is basic and obvious. In both insurance and indemnity, someone pays someone else's tort liability, whether it is the insurer paying for the insured or the indemnitor paying for the indemnitee. "The indemnitor undertakes to save the indemnitee against loss arising from an unknown or contingent event. The contract of indemnity is one of insurance." *Moore v Capital National Bank*, 274 Mich 56, 61; 264 NW2d 288 (1936).

Although indemnity and insurance are closely related in basic theory, they are fundamentally different relationships, and they differ greatly in practice and in their legal effect. Although insurance policies can be written to cover a specific risk (Lloyd's of London is famous for insuring body parts of actors), policies are more often written broadly to cover a particular class of risks (automobile liability, property losses, general liability, etc.). Indemnity contracts, by comparison, are usually much more narrow. They are seldom written as a freestanding agreement, as is an insurance policy. An indemnity agreement is usually

a clause in some other contract. Thus, the indemnity obligation is typically an adjunct to some other relationship, such as a construction contract, an equipment lease, a real property lease, or a rental agreement. The indemnitor takes on the obligation reluctantly and as a condition of getting work.

The insurance company is also an indemnitor, but it has a far different relationship to its indemnitee than exists in a normal indemnity relationship. An insurer after all, is in the business of taking on other persons' risks and getting paid for it, while an indemnitor takes on a risk because it has no choice. The owner who hires a general contractor will insist on indemnity as a part of the contract.

Because an insurer's business is risk, the defenses that an insurer can assert are more limited, and the insurance contract will be interpreted differently from an indemnity contract. Any ambiguity in an insurance contract will, for example, be interpreted in favor of the insured (the indemnitee), whereas an ambiguity in an indemnity contract will normally be construed against the indemnitee, because the indemnitee will have drafted the contract. In insurance, "where an ambiguity exists, this Court will construe the policy in favor of the insured." *Vanguard Insurance Co v Clarke*, 438 Mich 463, 472; 475 NW2d 48 (1991). In contrast, "[a]n

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Insurance & Indemnity

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indemnity contract will be construed strictly against the party who drafts the contract and the party who was the indemnitee." *Triple E v Mastronardi*, 209 Mich App 165, 172; 530 NW2d 732 (1995), leave denied 450 Mich 899 (1995).

Contracts are only one of three types of indemnity. The others are common law and implied contractual indemnity. Each of these three operates on different principles.

Common law indemnity has nothing to do with contract at all. It is an application of the equitable principle that someone whose negligence imposes liability on someone else should make good the loss. This means that fault is central to its application. Because it is based upon fault, the abolition of joint liability in tort reform calls this theory very much into question, though the cases have yet to address this.

Implied contractual indemnity is an odd theory. It is often asserted in pleadings, where the plaintiff (usually a cross-plaintiff) wants to cover all three bases, but then it often fades from view as the case moves on. It assumes that there is or was a contractual relationship and that within that broad contractual relationship there was no actual agreement to indemnify but there was nonetheless a "special relationship" that is sufficient to allow a court to imply an obligation into the contract, even though the contract itself is silent. That "special relationship" is something of a misnomer, as it turns out. There is a fairly big gap here between what the cases say and what they do.

Contractual indemnity is the most common and the

most complex, just because it is a true contract, which means all the normal contractual issues attend it. It is much like any other contract provision in that the specific words determine the existence and the extent of the obligation. This is truly a case where the devil is in the details. Fault is not necessary at all, unless the parties choose to make it necessary by the words of the clause. It is no longer necessary for an indemnity clause to specifically state that it applies to the indemnitee's own negligence, as long as it is clear that is what was intended. In addition, a clause that requires only "indemnity" and not defense is different from one that requires both. There is also a special statutory rule (MCL 691.991) for contracts involving construction, where the only fault is that of the indemnitee. Practitioners often assume that if a clause is entitled "indemnity," it automatically applies, but it is necessary to read it word by word.

Here also, as with common law indemnity, tort reform can have a significant impact, although it has yet to be defined in the cases, and what effect tort reform has depends on how it is written.

Next: Common law indemnity: pleading, practice and tort reform.

Hal O. Carroll is head of the Insurance and Indemnity Group at Vandevveer Garzia, and author of numerous articles on insurance and indemnity issues. His email address is hcarroll@vandevveergarzia.com, and he welcomes questions or topic suggestions.

BANKRUPTCY UPDATE

As of December 1, 2003, the Bankruptcy Court instituted a new form to comply with.

Federal Rule 1005. The purpose is to guard the privacy of debtors by not providing full social security numbers on documents which can be accessed by the public. The new form (Form 21 - Statement of Social Security Number) lists the names of the Debtor / Joint Debtor and full social security numbers but is not attached to the petition, schedules, etc. Instead, it is provided to the bankruptcy intake clerk as a separate document, which is not made part of the public files.

On the various petition pages, only the last four digits of the social security numbers are to be used; e.g., first page of the voluntary petition. Further, only the last four digits of financial account numbers of creditors should be used. When the bankruptcy clerk sends out the notice of 341 hearing (the first meeting of creditors), the full so-

cial security number will appear so as not to impair any creditor's access to information.

Also, identifiers such as dates of birth and children's / dependants' names (see schedule I) should not be used. Instead list 2 minor children, etc. including ages but not dates of birth. A copy of Form 21 follows this article. It does require a caption to be added. Also following is a "Statement of Petition Preparer."

Various other forms have also been amended or added and deal with business related bankruptcy scenarios. They include "Statement of Debtor Regarding Corporate Ownership" and a "Statement Regarding Corporate Ownership" to be used in adversary proceedings. They are available at the Courts or online at www.mieb.uscourts.gov as are a number of changes to other rules both federal and local.

Maury Klein
Editor

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

In re:

Case No. _____
Chapter _____
Hon. _____

_____ Debtor(s) /

STATEMENT OF PETITION PREPARER
PURSUANT TO F.R.BANKR.P. 2016(c)

The undersigned, pursuant to Fed.R.Bankr.P.2016(c) states that:

1. The undersigned is the petition preparer for the Debtor(s) in this case.
2. The compensation paid or agreed to be paid by the Debtor(s) to the undersigned is:
 - A. For petition preparer services rendered in contemplation of and in connection with this case, exclusive of the filing fee paid _____
 - B. Prior to filing this statement, received..... _____
 - C. The unpaid balance due and payable is..... _____
3. \$ _____ of the filing fee has been paid.
4. In return for the above-disclosed fee, I have agreed to render the following services in the bankruptcy case, including:
 - A. _____
 - B. _____
 - C. _____
 - D. _____
5. The source of payments to the undersigned was from:
 - A. _____ Debtor(s)' earnings, wages, compensation for services performed
 - B. _____ Other (describe, including the identity of payor)

Dated: _____

Bankruptcy Petition Preparer

Agreed: _____
Debtor

Debtor

FORM 21. STATEMENT OF SOCIAL SECURITY NUMBER

[Caption as in Form 16A.]

STATEMENT OF SOCIAL SECURITY NUMBER(S)

1. Name of Debtor (enter Last, First, Middle): _____
(Check the appropriate box and, if applicable, provide the required information.)

- / Debtor has a Social Security Number and it is: ____-____-_____
(If more than one, state all.)
- / Debtor does not have a Social Security Number.

2. Name of Joint Debtor (enter Last, First, Middle): _____
(Check the appropriate box and, if applicable, provide the required information.)

- / Joint Debtor has a Social Security Number and it is: ____-____-_____
(If more than one, state all.)
- / Joint Debtor does not have a Social Security Number.

I declare under penalty of perjury that the foregoing is true and correct.

X _____
Signature of Debtor Date

X _____
Signature of Joint Debtor Date

**Joint debtors must provide information for both spouses.
Penalty for making a false statement: Fine of up to \$250,000 or up to 5 years imprisonment or both. 18 U.S.C. §§ 152 and 3571.*



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