

STATE OF MICHIGAN
COURT OF APPEALS

EDWARD W. BEDNARSKI,

Plaintiff-Appellant,

v

FAIRLANE FORD SALES, INC., a Michigan
Corporation, and ROBERT EMERY, Jointly
and Severally,

Defendants-Appellees.

UNPUBLISHED

August 9, 1996

No. 178713

LC No. 94-403081 NZ

Before: Cavanagh, P.J., and Hood and J.J. McDonald,* JJ.

PER CURIAM.

Plaintiff appeals as of right the trial court order granting defendants' motion for summary disposition pursuant to MCR 2.116(C)(7) and denying plaintiff's motion to file and amended complaint in this personal injury action. We affirm.

When reviewing a motion for summary disposition granted pursuant to MCR 2.116(C)(7), this Court must accept as true the plaintiff's well-pleaded allegations and construes them in a light most favorable to the plaintiff. The motion should not be granted unless no factual development could provide a basis for recovery. This Court reviews a summary disposition determination de novo as a question of law. *Florence v Dep't of Social Services*, 215 Mich App 211, 213-214; 544 NW2d 723 (1996).

The trial court granted summary disposition to defendants because it found that the applicable statute of limitation had expired. Plaintiff asserts that the trial court erred because defendants fraudulently concealed plaintiff's claim by providing the Secretary of State with false information regarding whether James Holmes had no-fault insurance.

We conclude that the trial court did not err. Plaintiff cannot prove that defendants' actions were designed to conceal their liability as owners of the vehicle because under Michigan law Holmes, not

* Circuit judge, sitting on the Court of Appeals by assignment.

defendants, was the owner of the vehicle. When both an application for title has been made and the Secretary of State has issued a certificate of title, registration, and license plate to the purchasers, as occurred in the present case, the title has been transferred and the dealership no longer remains liable as the owner of the vehicle. *Goins v Greenfield Jeep Eagle, Inc*, 449 Mich 1, 14; 534 NW2d 467 (1995). The Motor Vehicle Code does not require a dealership to verify that a buyer has insurance coverage. *Id.* Because defendants were not the owners of the vehicle, plaintiff cannot establish that defendants provided incorrect information on Holmes' title application in order to conceal plaintiff's claim against them as owners of the vehicle.¹ Accordingly, summary disposition was properly granted.

Plaintiff also argues that the trial court erred in refusing to allow him to amend his complaint. This Court reviews a trial court's decision on a motion to amend pleadings for an abuse of discretion. Leave to amend should be denied only for particularized reasons, such as undue delay, bad faith or dilatory motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party, or where amendment would be futile. *Horn v Dep't of Corrections*, 216 Mich App 58, 65; ___ NW2d ___ (1996).

Given that Holmes, rather than defendants, was the owner of the vehicle in question, there are no allegations that plaintiff could plead which would support his claim that defendants fraudulently concealed plaintiff's claim against them as the owners of the vehicle. Because any amendment would be futile, the trial court did not abuse its discretion in denying plaintiff's motion to amend.

Affirmed.

/s/ Mark J. Cavanagh
/s/ Harold Hood
/s/ John J. McDonald

¹ In fact, the Supreme Court's holding in *Goins* essentially eliminates plaintiff's underlying cause of action. Defendants cannot be held liable for the default judgment plaintiff obtained against Holmes because defendants were not the owners of the vehicle as alleged in plaintiff's complaint. Defendants also cannot be found to have acted in a grossly negligent manner when they had no duty to verify Holmes' insurance coverage. *Goins, supra*.