

STATE OF MICHIGAN
COURT OF APPEALS

YONG OK KIM, d/b/a KIMS CLOTHES,

Plaintiff-Appellant,

v

MOBILE GROUP,

Defendant-Appellee.

UNPUBLISHED

November 25, 1997

No. 198621

Wayne Circuit Court

LC No. 94-412484 CZ

Before: Jansen, P.J., and Fitzgerald and Young, JJ.

MEMORANDUM.

Pursuant to the Supreme Court's order of remand, *Kim v Mobile Group*, 453 Mich 902 (1996), this appeal comes before this Court as on leave granted. Plaintiff sued defendant for damage to her business, inventory, and work in progress caused by a bursting steam pipe. The Wayne Circuit Court granted defendant's motion for summary disposition. This case is being decided without oral argument pursuant to MCR 7.214(E).

The lease which governed the relationship of these parties provides, in paragraph (21):

“The landlord shall not be responsible or liable to the tenant . . . for any loss or damage resulting to the tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.”

While plaintiff contrasts her claimed lack of sophistication with that of the corporate defendant, and notes her status as an immigrant to this country and lack of facility with and fluency in the English language, such matters are of no moment when the relations of the parties are governed by a contract. Where a person cannot read the language in which a contract is written, it is as much her duty to procure someone to read it to her as it would be to read the agreement before signing were she able to do so, and failure of plaintiff to obtain a reading and explanation is negligence which estops her from avoiding the contract on the grounds she was ignorant of its provisions. *Aluia v Harrison Community Hospital*, 139 Mich App 742; 362 NW2d 783 (1984).

Where, as here, the parties, with knowledge of the facts and without any inequitable incidents, make an agreement or other instrument as they intend it to be and the writing expresses the transaction as it was understood and designed to be made, equity will not allow a defense against its enforcement, nor grant reformation or rescission thereof, even though one of the parties may have been mistaken as to, or misconceived, its legal meaning, scope, or effect. *Sinka v McKinnon*, 301 Mich 617; 4 NW2d 32 (1942).

Here, the contract clearly provides that the landlord shall not be responsible or liable to the tenant for *any* loss or damage attributable to bursting, stoppage or leaking of steam pipes. This contract is in no pertinent respect ambiguous; the word “any” means just what it says, and includes “each” and “every”. *Sifers v Horen*, 385 Mich 195, 199 n 2; 188 NW2d 623 (1971). Plaintiff contractually assumed the risk of both personal injury and property damage from bursting steam pipes; her failure to purchase insurance against the risk thus assumed is unfortunate but does not make defendant liable for a loss from which it is expressly absolved of responsibility or liability by contractual agreement.

Affirmed.

/s/ Kathleen Jansen

/s/ E. Thomas Fitzgerald

/s/ Robert P. Young, Jr.