

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

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VANESSA BECK, as Personal Representative of  
the ESTATE OF RONALD MURRAY BECK,

UNPUBLISHED  
November 20, 2001

Plaintiff-Appellant,

V

No. 223680  
Oakland Circuit Court  
LC No. 99-012394-NI

ALVIN MCKINZIE and JAMES SANDLIN,

Defendants-Appellees.

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Before: Zahra, P.J., and Hood and Murphy, JJ.

PER CURIAM.

Plaintiff appeals as of right the trial court's order granting summary disposition for defendants. We affirm.

I. Basic Facts and Procedure

On June 30, 1996, plaintiff's decedent and his friend were driving motorcycles south on Dixie Highway. A vehicle driven by Herbert Sandlin was traveling north and was pulling a 6' x 8' trailer loaded with auto parts. Unfortunately, the trailer became disconnected from Herbert Sandlin's vehicle and struck both motorcycles, killing the drivers. Defendant Alvin McKinzie was the owner of the trailer. Plaintiff claims that defendants were involved in loading and/or attaching the trailer or preparing the trailer for attachment to Herbert Sandlin's vehicle.

Plaintiff filed a wrongful death action against Herbert Sandlin. On June 24, 1997, plaintiff signed a release (hereinafter "the release") that was provided by Herbert Sandlin's insurer, State Farm Insurance Company. The release provides, in pertinent part:

For the Sole Consideration of [50,000] Dollars, the receipt and sufficiency whereof is hereby acknowledged, the undersigned hereby releases and forever discharges Herbert Bruce Sandlin his heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations liable or, who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, and particularly on account of all injuries, known and unknown, both to person and property, which

have resulted or may in the future develop from an accident which occurred on or about the 30<sup>th</sup> day of June, [1996] at or near Perryville Rd/Groveland Twp.

\* \* \*

Undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid accident.

Plaintiff petitioned the probate court to approve the settlement. After a hearing, the probate court entered an order approving the settlement as expressed in the release.

On February 8, 1999, plaintiff filed the present action, alleging negligence as to defendants McKinzie and James Sandlin, breach of implied warranty of the trailer for the use intended as to defendant McKinzie, and *res ipsa loquitur*. Defendants moved for summary disposition under MCR 2.116(C)(7), arguing that the release bars suit. The trial court agreed and granted summary for defendants.<sup>1</sup> The scope and effect of the release is the focus of this appeal.

## II. Standard or Review

We review a trial court's decision on a motion for summary disposition *de novo*. *Maiden v Rozwood*, 461 Mich 109, 118; 597 NW2d 817 (1999). Moreover, the interpretation of contractual language is a question of law that is reviewed *de novo* on appeal. *Bandit Industries, Inc v Hobbs International Inc*, 463 Mich 504; 511; 620 NW2d 531 (2001). A motion under MCR 2.116(C)(7) may be supported by affidavits, depositions, admissions, or other documentary evidence. *Maiden, supra* at 119. If such material is submitted, it must be considered. MCR 2.116(G)(5). In reviewing a motion under MCR 2.116(C)(7), the contents of the complaint are accepted as true unless contradicted by documentation submitted by the movant. *Maiden, supra*.

## III. Analysis

### A.

Plaintiff first argues that the release did not operate to discharge defendants from liability. We disagree.

It is well settled that the intent of the parties to a release is derived from the language of the release itself. *Collucci v Eklund*, 240 Mich App 654, 658; 613 NW2d 402 (2000); *Romska v Oppen*, 234 Mich App 512, 515-516; 594 NW2d 853 (1999). Here, defendants fit within the class specified in the release of "all other persons . . . who might be claimed to be liable" in connection with the June 30, 1996 accident. The use of the term "all" leaves no room for exceptions. *Romska, supra*. Moreover, the release specifies that the settlement was entered "for

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<sup>1</sup> Plaintiff's motion for reconsideration was denied.

the purpose of making a full and final compromise adjustment and settlement of any and all claims disputed or otherwise . . . and for the express purpose of precluding forever any further or additional claims arising out of the [June 30, 1996] accident.” We conclude that language barring “any” further claims arising from the accident bars plaintiff’s present claims against defendants. *Meridian Mut Ins Co v Mason-Dixon Lines, Inc*, 242 Mich App 645, 650; 620 NW2d 310 (2000); *Collucci, supra*; *Romska, supra*; see *Batshon v Mar-Que General Contractors, Inc*, 463 Mich 646, 650 n 6; 624 NW2d 903 (2001) (distinguishing the more specific language of the release at issue from the broad, general language at issue in *Romska*).<sup>2</sup>

We reject plaintiff’s argument that MCL 600.2925d compels a different result. MCL 600.2925d provides:

If a release or a covenant not to sue or not to enforce judgment is given in good faith to 1 or 2 or more persons for the same injury or the same wrongful death, both of the following apply:

(a) The release or covenant does not discharge 1 or more of the other persons from liability for the injury or wrongful death unless its terms so provide.

(b) The release or covenant discharges the person to whom it is given from all liability for contribution to any other person for the injury or wrongful death.

Here, the terms of the release provide that defendants are among the parties released from liability. MCL 600.2925d(1). Thus, the statute does not alter our conclusion that the present suit is barred. See *Romska, supra* at 519-521.

Plaintiff does not cite any authority to support her argument that this Court’s holding in *Romska* does not apply in the context of a wrongful death claim, and we cannot conclude that *Romska* is so limited. Notwithstanding that the prior probate proceedings specifically involved Herbert Sandlin, the plain, unambiguous language of the release bars suit against “all” parties in connection with the June 30, 1996 accident. Plaintiff’s intent is derived from the unambiguous language of the release. *Collucci, supra*; *Romska, supra*.

Insofar as plaintiff argues that the release is invalid because Vanessa Beck did not designate that she was signing it as personal representative of the decedent’s estate, that argument lacks merit. The release was approved by the probate court and it is undisputed that the release operated to settle the claim against Herbert Sandlin. Thus, we reject plaintiff’s claim that the manner in which the release was signed rendered it invalid.

## B

Plaintiff next argues that the release did not discharge defendants from liability due to mistake or misrepresentation. We disagree.

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<sup>2</sup> Given that the language of the release is plain, explicit, and unambiguous, we do not consider plaintiff’s attorney’s affidavit proof of plaintiff’s intent to limit the scope of the release to apply to only Herbert Sandlin. See *Meridian, supra* at 650.

Plaintiff has not alleged facts suggesting that any misrepresentation occurred. Moreover, the only mistake plaintiff alleges is essentially that she did not understand the legal effect of the release. A plaintiff's mistake as to the legal effect of a written instrument is not grounds for abrogation. *Rzepka v Michael*, 171 Mich App 748, 756; 431 NW2d 441 (1988); see *Limbach v Oakland Co Bd of Co Rd Comm'rs*, 226 Mich App 389, 394; 573 NW2d 336 (1997), and *Smith v Flint School District*, 80 Mich App 630, 633; 264 NW2d 368 (1978). Thus, this argument lacks merit.

### C

Plaintiff's argument for reformation of the release also fails. We are required to proceed with the utmost caution in exercising jurisdiction to reform written instruments. *Olsen v Porter*, 213 Mich App 25, 28; 539 NW2d 523 (1995). Reformation of an instrument is appropriate to reflect the parties' actual intent where there is clear evidence that both parties reached an agreement, but due to mutual mistake, or mistake on one side and fraud on the other, the instrument does not express the true intent of the parties. *Mate v Wolverine Mut Ins Co*, 233 Mich App 14, 24; 592 NW2d 379 (1998), quoting *Olsen, supra* at 29.

Here, there is no evidence of fraud or mutual mistake as to the terms of the release. At most, plaintiff alleges that she unilaterally misunderstood the legal effect of the release. Reformation is generally not available to correct a mistake of law. *Olsen, supra*; see *Rzepka, supra*. Plaintiff was represented by counsel at the time the release was executed. There is no indication that plaintiff was rushed into signing the release or that there was any dispute or question as to the terms of the release. By all indications, plaintiff freely agreed to its terms. Under these circumstances, we cannot say that the plain, unambiguous language of the release does not express the true intent of the parties. *Mate, supra*; *Olsen, supra* at 28. Thus, reformation is not appropriate.

Affirmed.

/s/ Brian K. Zahra  
/s/ Harold Hood  
/s/ William B. Murphy