

STATE OF MICHIGAN
COURT OF APPEALS

DAIMLERCHRYSLER CORPORATION,

Plaintiff-Appellee,

v

HUGH P. CARSON,

Defendant-Appellant.

UNPUBLISHED

March 6, 2003

No. 237315

Oakland Circuit Court

LC No. 00-021362-CZ

Before: Whitbeck, C.J., and Griffin and Owens, JJ.

GRIFFIN, J. (*concurring*).

I concur in the result based on our limited review of statutory arbitration awards. MCR 3.602(J) and (K); *DAIIE v Gavin*, 416 Mich 407; 331 NW2d 418 (1982). As our Supreme Court stated in *Gordon Sel-Way, Inc v Spence Bros, Inc*, 438 Mich 488, 495; 475 NW2d 704 (1991):

By narrowing the grounds upon which an arbitration decision may be invaded, the court rules preserve the efficiency and reliability of arbitration as an expedited, efficient, and informal means of private dispute resolution.

In regard to errors of law, “the arbitrator exceed[s] his or her powers” (MCR 3.602(J)(c)),

[W]here it clearly appears on the face of the award or the reasons for the decision as stated, being substantially a part of the award, that the arbitrators through an error in law have been led to a wrong conclusion, and that, but for such error, a substantially different award must have been made, the award and decision will be set aside. [*Gavin, supra* at 443, quoting with approval *Howe v Patrons’ Mut Fire Ins Co of Michigan*, 216 Mich 560, 570; 185 NW 864 (1921).]

In the present case, although the arbitrator may have erred in his application of the law, a serious and substantial error of law does not *clearly* appear on the face of the award (except the award of front pay) for the reasons stated in the majority opinion. See also *Krist v Krist*, 246 Mich App 59; 631 NW2d 53 (2001); *NuVision, Inc v Dunscombe*, 163 Mich App 674; 415 NW2d 234 (1987); *Dohanyos v Detrex Corp (After Remand)*, 217 Mich App 171; 550 NW2d 608 (1996). For this reason, I concur in the reversal of the circuit court and remand for the confirmation of the arbitration award, except for the award of front pay.

/s/ Richard Allen Griffin