

# Order

Michigan Supreme Court  
Lansing, Michigan

October 4, 2013

Robert P. Young, Jr.,  
Chief Justice

147214 & (122)

Michael F. Cavanagh  
Stephen J. Markman  
Mary Beth Kelly  
Brian K. Zahra  
Bridget M. McCormack  
David F. Viviano,  
Justices

JOHNA BENEFIELD,  
Plaintiff-Appellee,  
Cross-Appellant,

v

SC: 147214  
COA: 300307  
Oakland CC: 2008-092119-CZ

THE CINCINNATI INSURANCE COMPANY,  
THE VILLAGE AT STONEGATE POINTE  
CONDOMINIUM ASSOCIATION, and NORTH  
MANAGEMENT, INC.,  
Defendants-Appellants,  
Cross-Appellees.

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JOHNA BENEFIELD,  
Plaintiff-Appellee,

v

Oakland CC: 2008-097062-CZ

BYRON CRAFT and RICHARD R. KOLAR,  
Defendants-Appellees.

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On order of the Court, the application for leave to appeal the March 19, 2013 judgment of the Court of Appeals and the application for leave to appeal as cross-appellant are considered and, pursuant to MCR 7.302(H)(1), in lieu of granting leave to appeal, we REVERSE that portion of the Court of Appeals judgment that reversed the trial court's exclusion of emotional distress damages for the plaintiff's breach of contract and negligence claims. Emotional distress damages are generally not recoverable for breach of a commercial contract, and the plaintiff did not establish that such damages were within the contemplation of the parties at the time the contract was made. *Kewin v Massachusetts Mutual Ins Co*, 409 Mich 401, 419 (1980). Emotional distress damages are also generally not recoverable for the negligent destruction of property. *Price v High Pointe Oil Co, Inc*, 493 Mich 238, 264 (2013). In all other respects, leave to appeal is DENIED, because we are not persuaded that the remaining questions presented should be reviewed by this Court.



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I, Larry S. Royster, Clerk of the Michigan Supreme Court, certify that the foregoing is a true and complete copy of the order entered at the direction of the Court.

October 4, 2013

  
Clerk