

COA Opinion: Ambiguity cannot be construed against the drafter at the summary disposition stage

24. March 2010

On Tuesday, March 23, 2010, the Michigan Court of Appeals issued its opinion in *Old Republic National Title Co. v. First Metropolitan Title Co., No. 284767*, reversing a trial court's grant of summary disposition regarding contract interpretation. The contract at issue involved a referral clause that the Court concluded was inherently ambiguous, subject to two conflicting interpretations. The appellee argued that any ambiguity in the clause should be construed against the drafter, the appellant. But the Court rejected that approach, holding that such a canon of construction can be applied only after all conventional means of contract interpretation—including consideration of relevant extrinsic evidence—have left the jury unable to discern the parties' intent.

Disclaimer: WNJ represented the prevailing plaintiff in this case.