STATE OF MICHIGAN

COURT OF APPEALS

ANN BIAGINI and ALLEN BIAGINI,

Plaintiffs-Appellants,

v

DONALD ARMSTRONG and MARY ARMSTRONG,

Defendants-Appellees.

UNPUBLISHED
February 2, 1999

No. 202543
Macomb Circuit Court
LC No. 96-002583 NO

Before: Sawyer, P.J., and Wahls and Hoekstra, JJ.

MEMORANDUM.

Plaintiffs Ann Biagini and Allen Biagini appeal of right from the circuit court order granting the motion for summary disposition filed by defendants Donald Armstrong and Mary Armstrong. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Ann Biagini went to the home of defendants, her parents, to drop off her son for baby-sitting and to deliver a loaf of bread. Plaintiff successfully negotiated snow covered steps when entering the home; however, as she was leaving, she slipped on the steps and sustained serious injuries to her left leg.

Plaintiffs' complaint alleged that defendants negligently failed to maintain the premises in a safe condition, and failed to warn of the unsafe conditions. Defendants moved for summary disposition. They argued that they owed no duty to a licensee to remove a natural accumulation of snow and ice, and that they had no duty to warn because the danger was open and obvious. Plaintiff argued that she was an invitee because she was on the premises for a purpose, delivering bread, that provided a benefit to defendants. The issue of whether the risk was unreasonable was one of fact. *White v Badalamenti*, 200 Mich App 434, 436-437; 505 NW2d 8 (1993). The trial court granted defendants' motion, finding that reasonable minds could not disagree that plaintiff went to defendants' residence to gain a unilateral benefit. Defendants had the duty to warn of dangers unknown to and unlikely to be discovered by a licensee; however, any duty was obviated by the open and obvious danger rule.

This Court reviews a trial court's ruling on a motion for summary disposition de novo. *Harrison v Olde Financial Corp*, 225 Mich App 601, 605; 572 NW2d 679 (1997).

We affirm the trial court's ruling. *White, supra*, on which plaintiffs rely, is distinguishable from the instant case. In *White, supra*, the plaintiff was injured while she was on the defendants' property to participate in a baby-sitting arrangement that the parties had established for their mutual benefit. We found that the plaintiff's status as an invitee or a licensee was a question of fact. In this case, the trial court correctly found that reasonable minds could not disagree that plaintiff was on defendants' property to gain a unilateral benefit, and that the delivery of bread was fortuitous. Unlike the parties in *White, supra*, the parties here had no established arrangement for an exchange of services. Because plaintiff was a licensee, the defendants had no duty to warn of an open and obvious danger. *White, supra*, 200 Mich App at 434.

Affirmed.

/s/ David H. Sawyer
/s/ Myron H. Wahls
/s/ Joel P. Hoekstra