

STATE OF MICHIGAN
COURT OF APPEALS

ELVIS GILLIAM and KARLA D. SNYDER-
GILLIAM,

UNPUBLISHED
July 18, 2000

Plaintiffs-Appellees,

v

No. 219539
Allegan Circuit Court
LC No. 99-024164-AV

SKIP WILLIAMS, d/b/a SKIP WILLIAMS
BUILDER,

Defendant-Appellant.

Before: Bandstra, C.J., and Jansen and Whitbeck, JJ.

BANDSTRA, C.J., (*dissenting*).

I respectfully dissent. According to the clear terms of the buy-sell agreement, plaintiffs' offer to purchase included an arbitration agreement in the form of an addendum which was incorporated into the offer. Defendant accepted this offer with certain exceptions, none of which had anything to do with the arbitration requirement that plaintiffs wanted. Considering "Michigan's strong public policy favoring arbitration," *Jozwiak v Northern Michigan Hospitals, Inc*, 207 Mich App 161, 165; 524 NW2d 250 (1994), and the corresponding rule that "arbitration clauses are liberally construed with all doubts in favor of arbitration," *Northland Ins Co v Sny*, 98 Mich App 507, 508; 296 NW2d 292 (1980), I conclude that both parties were thus bound to arbitrate their disputes. I see no need for the parties to have reiterated this agreement through a separate signing of the arbitration agreement addendum and the fact that defendant did not do so is without import. The result the majority reaches is especially unfair as it benefits plaintiffs, who demanded arbitration in the first place. Any ambiguities that plaintiffs may have drafted into their offer must be construed against them. See *Herweyer v Clark Highway Services, Inc*, 455 Mich 14, 22; 564 NW2d 857 (1997).

I would reverse.

/s/ Richard A. Bandstra