

STATE OF MICHIGAN
COURT OF APPEALS

IDA MOGHISSI,

Plaintiff/Counter-Defendant-
Appellant,

v

MICHAEL A. LUBERTO, ELIZABETH
LUBERTO and LUCIDO & ASSOCIATES, INC.,

Defendants/Counter-Plaintiffs-
Appellees.

UNPUBLISHED

July 30, 2002

No. 231496

Wayne Circuit Court

LC No. 00-019071-CZ

00-019128-CH

Before: Murray, P.J., and Sawyer and Zahra, JJ.

MEMORANDUM.

Plaintiff appeals as of right from a circuit court order vacating an arbitration award. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

This case was submitted to arbitration pursuant to MCL 600.5001. An arbitration award timely filed with the court may be confirmed unless it is vacated, corrected, or modified. MCR 3.602(I). An award may be vacated if the arbitrator exceeded his powers. MCR 3.602(J)(1). An arbitrator exceeds his powers whenever he acts in contravention of controlling principles of law. *Dohanyos v Detrex Corp (After Remand)*, 217 Mich App 171, 176; 550 NW2d 608 (1996). To be reviewable, the legal error must have been so material or substantial as to have governed the award and but for which error, the award would have been substantially different. *Rembert v Ryan's Family Steak House, Inc*, 235 Mich App 118, 164-165; 596 NW2d 208 (1999). In addition, the error must appear on the face of the award. *Smith v Motorland Ins Co*, 135 Mich App 33, 40; 352 NW2d 335 (1984). The court cannot engage in contract interpretation, which is an issue for the arbitrator to determine, or review the arbitrator's factual findings. *Konal v Forlini*, 235 Mich App 69, 74-75; 596 NW2d 630 (1999).

Defendants contended the contract was void under the statute of frauds because the property was owned jointly by plaintiff and her husband and only plaintiff signed the purchase agreement. The award discloses that the arbitrator rejected that contention because plaintiff had not violated the fraudulent conveyance statute, MCL 566.101. The statute of frauds, found at MCL 566.108, requires a contract for the sale of land to be in writing and signed by the party by whom the sale is to be made or an agent acting with written authority. It requires that "[a]ll owners of jointly held property must sign a contract conveying an interest in the property; the

absence of a signature by a co-owner renders the contract void.” *Forge v Smith*, 458 Mich 198, 206; 580 NW2d 876 (1998) (footnote omitted). Thus one spouse, acting alone, cannot contract to convey property held as tenants by the entireties. *Williams v De Man*, 7 Mich App 71, 74; 151 NW2d 247 (1967). Because the arbitrator committed a clear and substantial error of law, the trial court properly vacated the award.

Affirmed.

/s/ Christopher M. Murray

/s/ David H. Sawyer

/s/ Brian K. Zahra