

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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LATOYA BURTON,

Plaintiff/Counterdefendant-  
Appellant,

v

SURE TITLE and LEATRICE ROBINSON,

Defendants-Appellees,

and

STEWART TITLE GUARANTY COMPANY and  
ALFRED HAWKINS,

Defendants,

and

DARYL SANDERS,

Defendant/Counterplaintiff-  
Appellee.

UNPUBLISHED  
December 11, 2007

No. 274417  
Wayne Circuit Court  
LC No. 05-512553-NO

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Before: Jansen, P.J., and O'Connell and Fort Hood, JJ.

MEMORANDUM.

Plaintiff appeals as of right the trial court's orders granting summary disposition in favor of defendant Sure Title and quieting title to certain real property in favor defendant of Daryl Sanders. We affirm.

Defendant Hawkins purported to sell two adjacent city lots (lots 5 and 6) to plaintiff. Defendant Sure Title served as the closing agent. Plaintiff did not purchase title insurance from defendant Sure Title and did not enter into any contractual relationships with Sure Title. Indeed, plaintiff had no contact whatsoever with Sure Title until the actual time of closing. After believing that she had purchased lots 5 and 6 in their entirety, plaintiff discovered that defendant Sanders was claiming an interest in the east 14 feet of lot 5.

Plaintiff first argues that the trial court erred by dismissing her tort and contract claims against defendant Sure Title. We disagree. Sure Title owed plaintiff no duty in tort. It is axiomatic that there can be no tort liability unless defendant owed a duty to plaintiff. *Fultz v Union-Commerce Assoc*, 470 Mich 460, 463; 683 NW2d 587 (2004). Plaintiff cannot identify any duty owed to her by Sure Title because there was no special relationship between the parties that could have given rise to such a tort-based duty. *Beaty v Hertzberg & Golden, PC*, 456 Mich 247, 262; 571 NW2d 716 (1997). Similarly, Sure Title owed plaintiff no duty in contract. Plaintiff was not a party or privy to any contract with defendant Sure Title. Nor was plaintiff an intended beneficiary of any contract between Sure Title and a third party. The trial court properly granted summary disposition with respect to plaintiffs' tort and contract claims against defendant Sure Title.<sup>1</sup>

Plaintiff also argues that the trial court erred by quieting title to the east 14 feet of lot 5 in favor of defendant Sanders. Again, we disagree. Plaintiff asserts that she acquired title to the east 14 feet of lot 5 when she purchased lots 5 and 6 in their entirety from defendant Hawkins. Plaintiff asserts that her title was superior to that of Sanders because it was first recorded and because she was a subsequent purchaser in good faith within the meaning of Michigan's recording statute, MCL 565.29. However, plaintiff disregards that fact that Hawkins never held title to the east 14 feet of lot 5 in the first instance. Therefore, Hawkins's conveyance of the east 14 feet of lot 5 to plaintiff was null and without effect. "If a man grants more than he owns, the grant will be good for what he owned and void for the rest." *Brooks v Hill*, 1 Mich 118, 124 (1848). The trial court properly quieted title to the east 14 feet of lot 5 in favor of defendant Sanders.

Affirmed.

/s/ Kathleen Jansen  
/s/ Peter D. O'Connell  
/s/ Karen M. Fort Hood

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<sup>1</sup> Plaintiff contended at oral argument before the trial court that Sure Title should be held liable for not providing an escrow agreement to clearly delineate the rights and duties of the parties. However, as the trial court observed, plaintiff never pleaded such a claim. Accordingly, the court properly declined to entertain plaintiff's belated assertion in this regard. See MCR 2.111(B)(1).