

STATE OF MICHIGAN
COURT OF APPEALS

MARY KATHERYN HUBBARD GABRIZ,

Plaintiff-Appellant,

v

DIANE WECHTER, J.D.,

Defendant-Appellee.

UNPUBLISHED
December 5, 1997

No. 189880
Kent Circuit Court
LC No. 94-001966 NM

Before: Smolenski, P.J., and MacKenzie and Hoekstra, JJ.

PER CURIAM.

This is a legal malpractice action. Plaintiff appeals as of right from an order granting summary disposition to defendant on the ground that plaintiff's claim was barred by the statute of limitations. MCR 2.116(C)(7). We reverse.

Plaintiff retained defendant's legal services in 1991 concerning divorce proceedings that had been instituted by her then-husband. A judgment of divorce was entered in July, 1991, but defendant continued representing plaintiff with respect to the transfer of assets pursuant to the divorce settlement and enforcement of the alimony provision in the divorce judgment. Plaintiff brought this legal malpractice action in 1994, more than two years after entry of the divorce judgment, but less than two years after defendant ceased representing plaintiff with respect to enforcement matters. Essentially, plaintiff claimed that defendant failed to undertake sufficient discovery prior to the entry of the judgment of divorce and failed to ascertain the actual value of marital assets. In granting summary disposition to defendant, the trial court concluded that defendant's representation consisted of a series of discrete legal tasks. Because the tasks complained of in plaintiff's complaint were performed more than two years before this malpractice action was filed, the court ruled that plaintiff's claim was time-barred.

The statutory period of limitation for actions alleging legal malpractice is two years. MCL 600.5805; MSA 27A.5805. A legal malpractice action accrues at the time the attorney "discontinues serving the plaintiff in a professional . . . capacity as to the matters out of which the claim for malpractice arose. . . ." MCL 600.5838, MSA 27A.5838. Thus, "[a] client has up to two years from the time his

attorney stops representing him *regarding the matter in question* to bring a malpractice claim.” *Gebhardt v O’Rourke*, 444 Mich 535, 544; 510 NW2d 900 (1994) (emphasis added).

In this case, “the matter in question” is defined by the parties’ retainer agreement, drafted by defendant. That agreement provided in relevant part:

2. The client requires legal services in a domestic relations matter and wishes to employ Burns, Wechter & DeHaan, P.C., to handle the matter.
3. The client retains Burns, Wechter & DeHaan, P.C. as attorneys for all matters relating to the legal action.

An ambiguous writing must be construed against the party who drafted it. *Stroud v Glover*, 120 Mich App 258; 327 NW2d 462 (1982). Construing this contract against defendant as the drafting party, it is apparent that defendant’s services were not merely retained for various discrete tasks related to a “domestic relations matter,” but “for *all* matters” relating to plaintiff’s “domestic relations matter.” It therefore encompasses all legal work relating to plaintiff’s divorce, including post-judgment representation. Because defendant represented plaintiff in the domestic relations matter within two years of her malpractice action, plaintiff’s claim was not time-barred.

Reversed.

/s/ Michael R. Smolenski
/s/ Barbara B. MacKenzie
/s/ Joel P. Hoekstra