

STATE OF MICHIGAN
COURT OF APPEALS

CARRIE LYNN SPEIER-SCHAFFER,

Plaintiff-Appellant,

v

DEPARTMENT OF CONSUMER & INDUSTRY
SERVICES, KATHLEEN M. WILBER, and
BOARD OF OSTEOPATHIC MEDICINE,

Defendants-Appellees.

UNPUBLISHED

February 22, 2000

No. 222349

Ingham Circuit Court

LC No. 99-090664-CZ

Before: Zahra, P.J., and White and Hoekstra, JJ.

PER CURIAM.

Plaintiff appeals as of right an order denying her request for a writ of mandamus compelling defendants to issue her a fifth annual renewal of her educational limited license to practice medicine under MCL 333.17512; MSA 14.15(17512). We reverse and remand.

The basic issue involved in this case is whether MCL 333.17512(2); MSA 14.15(17512)(2) allows a fifth annual renewal of an educational limited license to practice osteopathic medicine. The trial court concluded that it does not. We disagree.

This Court reviews a grant or denial of a writ of mandamus for an abuse of discretion; however, where the central issue in the appeal involves statutory interpretation, which is a question of law, our review is de novo. *Rhode v Dep't of Corrections*, 227 Mich App 174, 178; 578 NW2d 320 (1997). When interpreting a statute, this Court's primary goal is to ascertain and give effect to the intent of the Legislature. *People v Webb*, 458 Mich 265, 274; 580 NW2d 884 (1998); *Stanton v Battle Creek*, 237 Mich App 366, 370; 603 NW2d 285 (1999). When determining the intent of the Legislature, this Court must first look to the specific language of the statute. *People v McIntire*, 461 Mich 147, 152-153; 599 NW2d 102 (1999); *Stanton, supra*. If the plain and ordinary meaning of the statute's language is clear, judicial construction is inappropriate. *Donajkowski v Alpena Power Co*, 460 Mich 243, 248; 596 NW2d 574 (1999); *McIntire, supra* at 153. When interpreting a statute, this Court gives effect to every phrase, clause, and word, and unless defined in the statute, every word or phrase is accorded its plain and ordinary meaning. *Donajkowski, supra* at 248-249; *McIntire, supra*.

Furthermore, “[w]here a statute does not define one of its terms it is customary to look to the dictionary for a definition.” *People v Lee*, 447 Mich 552, 558; 526 NW2d 882 (1994); *Marcelle v Taubman*, 224 Mich App 215, 219; 568 NW2d 393 (1997).

The statutory language at issue in this case provides: “A limited license for a postgraduate is renewable for not more than 5 years.” MCL 333.17512(2); MSA 14.15(17512)(2). “Renewable” is defined as “able to be renewed.” *Random House Webster’s Unabridged Dictionary (2d ed)*, 1631. “Renew” is defined as “to begin or take up again, . . . to make effective for an additional period, . . . to restore or replenish, . . . to be restored to a former state, . . .” *Id.* For a thing to be renewed it must first be in existence. The plain and ordinary meaning of the language at issue is that a limited license may be made effective for an additional period of not more than five years. In total, the statute allows for a limited license for six years – the original annual license plus five annual renewals. Therefore, judicial interpretation of the language at issue is not appropriate and plaintiff is clearly entitled to a fifth annual renewal of her educational limited license.

Reversed and remanded for further action consistent with this opinion. We do not retain jurisdiction.

/s/ Brian K. Zahra

/s/ Helene N. White

/s/ Joel P. Hoekstra