STATE OF MICHIGAN

COURT OF APPEALS

KURT W. WILLIAMS,

Plaintiff-Appellant,

v

HEATHER MARIE HARTLEY and DENNIS RUEDE,

Defendants-Appellees.

UNPUBLISHED
May 11, 2010

No. 290046
Jackson Circuit Court
LC No. 08-001237-CZ

Before: BANDSTRA, P.J., and FORT HOOD and DAVIS, JJ.

PER CURIAM.

Plaintiff Williams appeals as of right from the trial court's order granting defendants' motion for summary disposition. We affirm. This appeal has been decided without oral argument pursuant to MCR 7.214(E).

Williams and defendant Hartley became romantically involved in January 2004; first dating, then beginning in June 2005 living together with the understanding that they would someday marry. Defendant Ruede is Hartley's father. Williams and Hartley lived together for about two years in a house owned jointly by Hartley and Ruede. During that time, Williams and Hartley both worked, and they kept joint bank accounts and paid living expenses jointly. Just after Williams and Hartley started dating, they began to make home improvements to Hartley's house. They finished the basement, put in a new pool, painted some rooms, put counters and tile in the kitchen, roofed the house, put in a hot tub, landscaped, put on a deck, and poured concrete for the garage floor. Other than the garage floor and some of the roofing, Williams and Hartley both did the work. In his deposition, Williams admitted several times, unequivocally, that he did not expect payment at the time he did the work, and that neither Hartley nor Ruede expected to pay him or had been told he expected payment. Hartley testified that Ruede told her not to have Williams and his friends work on the house. Plaintiff has conceded that Ruede is only named as a party in this case because his name is in the title to the realty at issue.

In early September 2007, Williams and Hartley ended their relationship. Williams filed suit in April 2008, alleging two counts, quantum meruit and unjust enrichment, seeking to recover the value of his labor and the money he expended on materials.

The trial court granted defendants' motion for summary disposition. The trial court first noted that the applicable case law holds that:

> [S]ervices rendered during a meretricious relationship are presumably gratuitous. To overcome this presumption, plaintiff must show that [he] expected compensation from defendant at the time [he] rendered the services and that defendant expected to pay for them. [*Featherston v Steinhoff*, 226 Mich App 584, 589; 575 NW2d 6 (1997) (citation omitted).]

Williams's own admissions showed he did not expect compensation. The court also found unpersuasive Williams's argument that this was a conditional gift, analogous to an engagement ring, reiterating that Williams's statements he did not expect compensation rendered his services gratuitous under the law. Accordingly, under *Featherston*, Williams's claim failed.

Williams moved for reconsideration, asserting that the court failed to consider his claims for quantum meruit and unjust enrichment. The trial court denied the motion, stating that it merely raised the same issues already ruled on by the court.

We review de novo a trial court's decision to grant or deny a motion for summary disposition. *Spiek v Dep't of Transportation*, 456 Mich 331, 337; 572 NW2d 201 (1998). "When reviewing a grant of equitable relief, an appellate court will set aside a trial court's factual findings only if they are clearly erroneous, but whether equitable relief is proper under those facts is a question of law that an appellate court reviews de novo." *McDonald v Farm Bureau Ins Co*, 480 Mich 191, 197; 747 NW2d 811 (2008). We review a trial court's decision on a motion for reconsideration for an abuse of discretion. *Woods v SLB Prop Management, LLC*, 277 Mich App 622, 629; 750 NW2d 228 (2008). An abuse of discretion occurs if the trial court's holding falls outside the range of principled and reasonable outcomes. *Maldonado v Ford Motor Co*, 476 Mich 372, 388; 719 NW2d 809 (2006).

In this Court, Williams first argues that the trial court never addressed his claim that Ruede was unjustly enriched. Williams asserts that the defendants jointly received the benefit of extensive improvements to the property, and it is inequitable to allow them to keep those benefits without compensating Williams. We disagree.

Featherston defeats Williams's claim against Hartley. In *Featherston*, this Court stated:

> Those engaged in meretricious relationships do not enjoy property rights afforded a legally married couple. This Court will, however, enforce an agreement made during the relationship upon proof of additional independent consideration. The agreement must be either express or implied in fact. This Court will not allow recovery based on contracts implied in law or quantum meruit because to do so would essentially resurrect common-law marriage.
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> . . . [S]ervices rendered during a meretricious relationship are presumably gratuitous. To overcome this presumption, plaintiff must show that [he] expected compensation from defendant at the time [he] rendered the services and that defendant expected to pay for them. [226 Mich App at 588-589, citations omitted.]

Williams's efforts to improve the property were "services rendered during a meretricious relationship." Thus, in order to recover, he had to show that at the time he performed the services he expected to be paid and Hartley expected to pay him. Williams's own testimony is to the contrary, and the presumption of gratuitous performance remains.

To have a claim of unjust enrichment against Ruede, Williams must show not just that he conveyed a benefit, but also that it would be unjust for Ruede to retain that benefit. *Buell v Orion State Bank*, 327 Mich 43, 56; 41 NW2d 472 (1950). If a court finds unjust enrichment, the court can imply a contract between the parties even though there was no agreement. *Cascaden v Magryta*, 247 Mich 267, 270; 225 NW 511 (1929). "The courts, however, employ the fiction with caution, and will never permit it in cases where contracts, implied in fact, must be established, or substitute one promisor or debtor for another." *Id*.

In his deposition, Williams stated several times that the reason he did the work and put money into the house was because he expected to marry Hartley and live in the house. There is no evidence that he did anything with an intent to benefit Ruede. There was no need for defendants' motion to argue for the dismissal of Ruede because there were no allegations against him. The substance of Williams's claim is against Hartley. He cannot substitute Ruede as the beneficiary just because that gets him around *Featherston*. Williams has alleged no facts to show it is unjust to allow Ruede to retain the benefit other than the mere fact that it was received. That is not sufficient. *Buell*, 327 Mich at 56.

Williams next argues that his work on the house should be considered a gift in contemplation of marriage, similar to an engagement ring. In *Meyer v Mitnick*, 244 Mich App 697, 701-702; 625 NW2d 136 (2002), this Court found that an engagement ring given in contemplation of marriage should be returned to the donor when the engagement was broken off. The *Meyer* Court acknowledged that, "engagement rings occupy a rather unique niche in our society" and are "a unique type of conditional gift." The very nature of an engagement ring implies a condition when it is given. That is not necessarily so for other gifts. There is no evidence in this case that Hartley was aware Williams imposed the condition on the gift, nor does the nature of the gift implicitly carry the condition that marriage is required for it to vest. In fact, Williams began working on Hartley's home immediately when their relationship began, *before* there was any intent to wed. Furthermore, the parties never made actual wedding plans or set a date. Williams performed the work despite knowing the parties might never marry, but might continue to merely cohabit. We therefore decline plaintiff's invitation to expand the doctrine to include gifts other than engagement rings.

Finally, plaintiff argues that the trial court erred in denying his motion for reconsideration because the original decision did not expressly mention the theories Williams espoused, quantum meruit and unjust enrichment. Again, we disagree. The trial court's ruling that *Featherston* controls the case dispensed with all of Williams's arguments. Thus, there was nothing to be achieved by granting the motion.

Affirmed.

/s/ Richard A. Bandstra
/s/ Karen M. Fort Hood
/s/ Alton T. Davis