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unread,
Jun 28, 2021, 10:53:59 AM (4 days ago)



to madcm@googlegroups.com
Hello Fellow Magistrates,

I am a new magistrate, and I have a case regarding a contract for breeding a mare. Plaintiff is suing for the payment made for a stallion to breed with a mare, and Defendant is countersuing to void the contract with Plaintiff and to not have any future obligation to continue breeding the mare.

The issue that I am having is finding out whether a District Court Magistrate even has the authority to set aside the contract. (The countersuit request) I have read through MCL Chapter 600, the Michigan Court Rules 4.300 and 4.400, as well as reviewed the current MJI District Court, Magistrate Manual. I see where it explains cases that magistrates are not allowed to hear and the monetary jurisdictional limits, but for some reason, I cannot find anything specific to setting aside a contract. I feel like I am missing something obvious.

Also, MichiganLegalHelp.org explicitly states that cases that belong in small claims are cases to recover money, perform a contract, set aside a contract, or change a contract.

I know that a magistrate does not have authority to order objects to be returned as this would be out of my jurisdiction as a claim and delivery case. The only general reading I can find would be MCL 600.8514, which states that a magistrate can recommend a judgment in the case after a small claims hearing. This seems very general and vague to me though, and I was wondering if there is any more specific authority regarding a magistrate's authority (or lack of authority) to set aside a contract.

Thank you for your time.

Sincerely,

Heather M. Helsel
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to madcm@googlegroups.com

It is my understanding as well that we can only do money judgments. MCL 600.8401 states "The jurisdiction of the small claims division shall be **confined** to cases for the recovery of money . . ." I think that explains it.

I see their website states "perform a contract, set aside a contract, and change a contract." I suppose that these are outcomes of the judgment when we order money damages. For example, I recently had a contractor start the work and not finish it. I ordered the contractor give back a certain amount of money. I essentially ordered the contract set aside or changed.

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Subject: Magistrate Authority to Set Aside or Change a Contract

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james brennan
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Jun 28, 2021, 12:05:37 PM (4 days ago)



to Jonathan Morse

It is my understanding that the new magistrate manual says we have the right to set aside a contract. Mark Nelson, wrote it so he's better authority on the limited equity functions. I have returned wedding deposits for impossibility of performance due to the pandemic for example. Enjoy and have a great day. Brennan



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jbpahl0824
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to MADCM

You absolutely have the authority to void, set aside or modify a contract. 600.8411 states the hearing is to be held in an informal manner so as to do substantial justice between the parties according to the rules of substantive law, ect. In the process of doing that "substantial justice", you need to evaluate the entire case and then craft a solution that addresses the facts presented. I have been doing that since 1992 and in that time, I have voided contracts, modified contracts, thrown out specific contract clauses and upheld contracts. I agree magistrates can only render money judgments, but in determining that amount - if any - these items all come into play. So you have the authority to do whatever is necessary to reach the goal of doing substantial justice.

Jim
55th

600.8411 Removal; waiver; hearings; manner of conducting; no jury or verbatim record.

Sec. 8411.

(1) Before the commencement of a trial in the small claims division, the district court judge or magistrate shall inform both parties, orally or in writing, of the right to removal before trial to the general civil division and of all rights waived if they choose to remain in the small claims division.

(2) In hearings before the small claims division, witnesses shall be sworn. The judge shall conduct the trial in an informal manner so as to do substantial justice between the parties according to the rules of substantive law but shall not be bound by the statutory provisions or rules of practice, procedure, pleading, or evidence, except provisions relating to privileged communications, the sole object of such trials is to dispense expeditious justice between the parties. There shall be no jury nor shall a verbatim record of such proceedings be made.

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to madcm@googlegroups.com

Thank you all very much for the input. I have a clearer understanding now.

Sent from my Verizon, Samsung Galaxy smartphone

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<jbpah...@gmail.com>

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