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RECENT MICHIGAN CASES
EXCERPTED FOR LEGISLATIVE INTENT AND HISTORY

The following cases relating to Michigan law are not exhaustive on the issue of legislative intent and history. These are a few examples of recent court decisions excerpted for this topic in the state. ***You must review the entire court opinion to determine its applicability to your case.***

STONE V. WILLIAMSON
753 N.W.2D 106, MICH., 2008.
JULY 24, 2008

FN21. It is also noteworthy that this Court has repeatedly made it clear that "ambiguity is a finding of last resort," because a finding of ambiguity,enables an appellate judge to bypass traditional approaches to interpretation and either substitute presumptive " 'rule[s] of policy,' " see *Klapp v. United Ins.*, 468 Mich. 459, 474, 663 N.W.2d 447 (2003), quoting 5 Corbin, Contracts (rev. ed., 1998), § 24.27, p. 306, or else to engage in a largely subjective and perambulatory reading of "**legislative history**." [*Lansing Mayor v. Pub. Service Comm.*, 470 Mich. 154, 164-165 and n. 6, 680 N.W.2d 840 (2004).]Yet, in this case, Chief Justice Taylor not only concludes that the statute is ambiguous, but essentially concludes that it is unconstitutionally vague and, therefore, null and void.
[taken from concurring opinion]

NATIONAL PRIDE AT WORK, INC. V. GOVERNOR OF MICHIGAN
481 MICH. 56, 748 N.W.2D 524, MICH., 2008.
MAY 07, 2008

Thus, the primary objective of constitutional interpretation, not dissimilar to any other exercise in judicial interpretation, is to faithfully give meaning to the intent of those who enacted the law. This Court typically discerns the common understanding of constitutional text by applying each term's plain meaning at the ***68*** time of ratification. *Wayne Co. v. Hathcock*, 471 Mich. 445, 468-469, 684 N.W.2d 765 (2004).

…

The pertinent question is not whether public employers are recognizing a domestic partnership as a marriage***69*** or whether they have declared a domestic partnership to be a marriage or something similar to marriage; rather, it is whether the public employers are recognizing a domestic partnership as a union similar to a marriage. A "union" is "something formed by uniting two or more things; combination; ... a number of persons, states, etc., joined or associated together for some common purpose." *Random House Webster's College Dictionary* (1991). Certainly, when two people join together for a common purpose and legal consequences arise from that relationship, i.e., a public entity accords legal significance to this relationship, a ***534*** union may be said to be formed. When two people enter a domestic partnership, they join or associate together for a

common purpose, and, under the domestic-partnership policies at issue here, legal consequences arise from that relationship in the form of health-insurance benefits. Therefore, a domestic partnership is most certainly a union.
[USED DICTIONARY SEVERAL TIMES IN OPINION]

…

Plaintiffs and the dissent argue that Citizens for the Protection of Marriage, an organization responsible for placing the marriage amendment on the 2004 ballot and a primary supporter of this initiative during the ensuing campaign, published a brochure that indicated that the proposal would not preclude public employers from offering health-insurance benefits to their employees' domestic partners. However, such extrinsic evidence can hardly be used to contradict the unambiguous language of the constitution. *American Axle & Mfg., Inc. v. Hamtramck*, 461 Mich. 352, 362, 604 N.W.2d 330 (2000) ("[R]eliance on extrinsic evidence was inappropriate because the constitutional language is clear."). As Justice Cooley explained:

The object of construction, as applied to a written constitution, *is to give effect to the intent of the people in adopting it.* In the case of all written laws, it is the intent of the lawgiver that is to be enforced. But this intent is to be found in the instrument itself.... "Where a law is plain and unambiguous, whether it be expressed in general or limited terms, the [lawgiver] should be intended to mean what they have plainly expressed, and consequently no room is left for construction." [Cooley, Constitutional Limitations (1st ed.), p. 55 (emphasis in the original), quoted in *American Axle*, 461 Mich. at 362, 604 N.W.2d 330.]

When the language of a constitutional provision is unambiguous, resort to extrinsic evidence is prohibited, and, as discussed earlier, the language of the marriage amendment is unambiguous.[FN21]

…

FN21. Contrary to the dissent's contention, *post* at 548 n. 34, the fact that the amendment does not explicitly state that public employers are prohibited from providing health benefits to their employees' domestic partners does not mean that the amendment is "ambiguous." That is, the fact that a constitutional provision does not explicitly set forth every specific action that is prohibited does not mean that such a provision is ambiguous. If that were the case, almost all constitutional provisions would be rendered ambiguous. Rather, as this Court explained in *Lansing Mayor v. Pub. Service Comm.*, 470 Mich. 154, 166, 680 N.W.2d 840 (2004):[A] provision of the law is ambiguous only if it "irreconcilably conflict [s]" with another provision or when it is *equally* susceptible to more than a single meaning. In lieu of the traditional approach to discerning "ambiguity"-one in which only a few provisions are truly ambiguous and in which a diligent application of the rules of interpretation will normally yield a "better," albeit perhaps imperfect, interpretation of the law-the dissent would create a judicial regime in which courts would be quick to declare ambiguity and quick therefore to resolve cases and controversies on the basis of something other than the words of the law. [Citation omitted; emphasis in the original.]

…

Because we cannot read voters' minds to determine whose views they relied on and whose they ignored-and because in the end this would not be relevant-we must look to the actual language of the amendment. The dissent inadvertently illustrates the principal infirmity of reliance upon **legislative history**, namely that it affords a judge essentially unchecked discretion to pick and choose among competing histories in order to select those that best support his own predilections. In relying on what she describes as the "wealth of extrinsic information available," *post* at 548 n. 34, the dissenting justice refers only to information supporting her own viewpoint, while disregarding the abundant "wealth of extrinsic information" that does not.

*****542 *83*** Therefore, all that can reasonably be discerned from the extrinsic evidence is this: before the adoption of the marriage amendment, there was public debate regarding its effect, and this debate focused in part on whether the amendment would affect domestic-partnership benefits. The people of this state then proceeded to the polls, they presumably assessed the actual language

of the amendment in light of this debate, and a majority proceeded to vote in favor.[FN24] The role of this Court is not to determine ***84*** who said what about the amendment before it was ratified, or to speculate about how these statements may have influenced voters. Instead, our responsibility is, as it has always been in matters of constitutional interpretation, to determine the meaning of the amendment's actual language. [FN25]

…

FN25. The dissent chastises us for failing to consider extrinsic evidence, given that we considered such evidence in *People v. Nutt*, 469 Mich. 565, 588-592, 677 N.W.2d 1 (2004), and *Lapeer Co. Clerk v. Lapeer Circuit Court*, 469 Mich. 146, 156-160, 665 N.W.2d 452 (2003). *Post* at 548 n. 34. In those cases, we considered the Official Record of the Constitutional Convention and the Address to the People. These are hardly comparable to campaign statements made by private organizations. Further, we recognized in those cases that "constitutional convention debates and the *Address to the People* ... are ... not controlling." *Lapeer Co. Clerk*, 469 Mich. at 156, 665 N.W.2d 452. To say the least, neither case stands for the dissent's apparent proposition that any stray bit of historical flotsam or jetsam can serve as guidance in giving meaning to the constitution. In a similar vein, the dissent would trump the actual language of the constitution by relying on a telephone survey conducted three months before the election that indicated that a majority of those surveyed were not opposed to domestic-partnership benefits.

LASH V. CITY OF TRAVERSE CITY
479 Mich. 180, 735 N.W.2d 628, Mich., 2007.
July 18, 2007

187 When interpreting a statute, our primary obligation is to ascertain and effectuate the intent of the Legislature.[FN8] To do so, we begin with the language of the statute, ascertaining the intent that may reasonably be inferred from its language.[FN9] When the language of a statute is unambiguous, the Legislature's intent is clear and judicial construction is neither necessary nor permitted.[FN10]

FN8. *Tryc v. Michigan Veterans' Facility*, 451 Mich. 129, 545 N.W.2d 642 (1996).

FN9. *Sotelo v. Grant Twp.*, 470 Mich. 95, 680 N.W.2d 381 (2004).

FN10. *Koontz v. Ameritech Services, Inc.*, 466 Mich. 304, 645 N.W.2d 34 (2002).

…

Defendant maintains that the Legislature's failure to define the method of measuring the 20-mile minimum distance in § 2 renders the statute ambiguous, because the term "20 miles" is susceptible to being measured in either radial miles or road miles. Moreover, defendant claims that this ambiguity is easily resolved by looking to the "purpose" of the statute, which defendant claims is to ensure that employees' travel time "is not too long."

However, we reject defendant's claim that the statute is ambiguous. As an initial matter, the plain meaning of ***189*** the word "mile" is a measurement of a distance totaling 5,280 feet.[FN11] Nothing in the ordinary definition of the word indicates that this distance is to be measured along available routes of public travel.[FN12] Certainly, had the Legislature desired that the permissible residency restriction be measured in "road miles" or along roadways it surely could have said so.[FN13] We presume that the Legislature intended the common meaning of the words used in the statute, and we may not substitute alternative language for that used by the Legislature.[FN14] Because inserting the word "road" before "miles" in the statute subverts the plain language of the statute, defendant's preferred interpretation fails.[FN15]

FN11. *Random House Webster's College Dictionary* (1996), p. 859.

FN12. As we have noted in previous opinions, a statutory term is not rendered ambiguous merely because resort to a dictionary reveals more than one definition. *Koontz v. supra; People v. Derror,* 475 Mich. 316, 715 N.W.2d 822 (2006). However, in this case the term "miles" has only one definition, which remains constant at 5,280 feet whether the distance is driven, walked, or flown.

FN13. See, for example, *Kroger Co. v. Liquor Control Comm.,* 366 Mich. 481, 115 N.W.2d 377 (1962). There, the Court construed a now repealed statute, MCL 436.17a, that prohibited the issuance of a retail liquor license within 500 feet of a church or school. The statute specifically indicated that the 500-foot distance "shall be measured along the center line of the street" from the nearest part of the church or school building to the nearest part of the location seeking the liquor license. *Kroger, supra* at 484, 115 N.W.2d 377.

FN14. *Helder v. Sruba,* 462 Mich. 92, 611 N.W.2d 309 (2000); *Robertson v. DaimlerChrysler Corp.,* 465 Mich. 732, 641 N.W.2d 567 (2002).

FN15. See *Mudel v. Great Atlantic & Pacific Tea Co.,* 462 Mich. 691, 729, 614 N.W.2d 607 (2000); *Detroit Trust Co. v. Granger,* 278 Mich. 152, 162, 270 N.W. 239 (1936); *Burke v. Chief of Police of Newton,* 374 Mass. 450, 373 N.E.2d 949 (1978).

The context of the statute provides further support for the conclusion that the distance stated in MCL 15.602(2) is to be measured linearly. The statute specifically provides that the 20-mile distance is to be ***190*** measured from an employee's property to the nearest *boundary* of the public employer. In contrast to use of the phrase "nearest road," for example, use of the phrase "nearest boundary" does not contemplate a travel route, because the nearest boundary of the public employer might be in a field, in the middle of a lake, or in a backyard. Thus, the fact that the statute specifies one terminus without consideration of navigability further militates ****635*** in favor of measuring the permissible residency requirement in radial miles.

We also observe that defendant's claimed statutory "purpose" is completely contrary to the structure of the statute. Defendant claims that road miles are the proper method of measurement because the "purpose" of MCL 15.602(2) is to ensure that an employee's "travel time to get to work is not too long." Defendant notes that efficient travel time "is especially critical" for police, fire, or emergency personnel. However, the general prohibition on residency requirements contained in § 1 prohibits an employer from requiring that an employee reside within either a "specified distance" or "travel time" from the employee's workplace. In contrast, the permissible parameter contained in the § 2 exception allows an employer to impose a residency requirement that is a "specified distance" from the nearest municipal boundary. The issue of travel time is conspicuously absent in § 2, indicating that travel time is not a permitted consideration when imposing a residency requirement. Moreover, while the Legislature could certainly have excepted police or other emergency personnel from the general residency requirement prohibition, MCL 15.602(4) indicates that *only* on-call firefighters, elected officials, and unpaid appointed officials are excluded from the prohibition stated in MCL 15.602(1).

…

Here, there is no express authorization permitting a private cause of action against a public employer for violation of MCL 15.602(2), nor is there any evidence that the Legislature intended such a remedy. Because the words of a statute provide the most reliable evidence of the Legislature's intent, we look there to discern it,[FN28] and may not speculate regarding that intent beyond those words expressed in the statute. [FN29]

FN28. *Sun Valley Foods Co. v. Ward,* 460 Mich. 230, 596 N.W.2d 119 (1999).

FN29. *Omne Financial, Inc. v. Shacks, Inc.,* 460 Mich. 305, 596 N.W.2d 591 (1999).

…

Rather, the fact that the Legislature has explicitly permitted damage suits in other provisions of chapter 15 provides persuasive evidence that the Legislature did not intend to create a private cause of action for violation of this particular provision.

CZYMBOR'S TIMBER, INC. V. CITY OF SAGINAW
478 MICH. 348, 733 N.W.2D 1, MICH., 2007.
JUNE 20, 2007

356** The plain language of the statute requires that property be "established under" part 419 before the regulatory provisions of § 41901 apply. In other words, the DNR's authority to regulate the discharge of weapons on property under § 41901, and any potential reciprocal limitation on the city of Saginaw's ability to prohibit the discharge of weapons within its city limits, exists only to the extent that the subject property has been "established under" part 419. While the DNR enjoys "the exclusive authority to regulate the taking of game," MCL 324.40113a(1), there is no indication that the legislative grant of authority to regulate the taking of game is superior to or supersedes the specific legislative grant of authority at issue here- *the authority to regulate the discharge of weaponry.*[FN12] In any event, the DNR cannot exceed the authority granted by the Legislature to regulate the discharge of weaponry under MCL 324.41901.[FN13] Moreover, while the DNR's interpretation of the statute is given some measure of deference, its construction cannot conflict with the plain language of the statute,[FN14] which requires that property be "established357** under" under part 419 before the regulatory provisions of § 41901 are applicable. [FN15]

FN12. In fact, the first phrase in MCL 324.41901(1), stating that the authority to regulate the discharge of weaponry is "[i]n *addition to* all of the department powers," (emphasis added) indicates that this authority is *coequal*, rather than inferior, to the DNR's authority to regulate the taking of game.

FN13. *Blank v. Dep't of Corrections,* 462 Mich. 103, 611 N.W.2d 530 (2000); *York v. Detroit (After Remand),* 438 Mich. 744, 475 N.W.2d 346 (1991); *Coffman v. State Bd. of Examiners in Optometry,* 331 Mich. 582, 50 N.W.2d 322 (1951).

FN14. *Catalina Marketing Sales Corp. v. Dep't of Treasury,* 470 Mich. 13, 678 N.W.2d 619 (2004); *Ludington Service Corp. v. Acting Comm'r of Ins.,* 444 Mich. 481, 511 N.W.2d 661 (1994).

FN15. In dissent, Justice Weaver opines that plaintiffs' property is "established under" part 419 because "Saginaw County, in which plaintiffs' land is located, is mentioned multiple times" in the Wildlife Conservation Order (WCO). *Post* at 10. The WCO can be found at <http:// www. michigan. gov/ documents/ Wcao_ 134367_ 7. html> (accessed May 2, 2007). However, nothing in the WCO references, much less purports to establish areas under MCL 324.41901 *et seq.*

BUKOWSKI V. CITY OF DETROIT
478 MICH. 268, 732 N.W.2D 75, MICH., 2007.
JUNE 06, 2007

This Court reviews questions of statutory interpretation de novo.[FN6] The goal of statutory interpretation is to give effect to the Legislature's intent as determined from the language of the statute.[FN7] In order to accomplish***274** this goal, this Court interprets every word, phrase, and clause in a statute to avoid rendering any portion of the statute nugatory or surplusage.[FN8] We give the words of a statute their plain, ordinary meaning unless the Legislature employs a term of art.[FN9]

FN6. *Herald Co. v. Eastern Michigan Univ. Bd. of Regents,* 475 Mich. 463, 470, 719 N.W.2d 19 (2006).

FN7. *Miller v. Miller,* 474 Mich. 27, 30, 707 N.W.2d 341 (2005).

FN8. *Herald Co., supra,* 475 Mich. at 470, 719 N.W.2d 19.

FN9. *Veenstra v. Washtenaw Country Club,* 466 Mich. 155, 160, 645 N.W.2d 643 (2002); MCL 8.3a.

…

Moreover, we find additional textual support in other FOIA exemptions where the Legislature drafted explicit time limits when an exemption ceases to protect a public record. For instance, MCL 15.243(1)(i) exempts "[a] bid or proposal by a person to enter into a contract or agreement, *until* the time for the public opening of bids of proposals, or ... *until* the deadline for submission of bids or proposals has expired." (Emphasis added.) Similarly, MCL 15.243(1)(j) exempts "[a]ppraisals of real property to be acquired by the public body *until* " either "an agreement is entered into" or "three years have elapsed since the making of the appraisal, ***277** unless litigation relative to the acquisition has not yet terminated." MCL 15.243(1)(p) exempts particular types of testing data developed by a public body except that the exemption ceases to apply "after 1 year has elapsed from the time the public body completes the testing." The absence of similar explicit time limits in the frank communication exemption supplies further evidence that the Legislature intended this exemption to apply to communications and notes after the final agency determination of policy or action has been made.[FN13]

FN13. Both sides present arguments unrelated to the statutory language at issue. Defendant argues that it would be poor public policy if the frank communication exemption ceased to apply to a public record once the agency makes its final determination. Plaintiffs argue that the **legislative history** behind the frank communication exemption supports their interpretation of the provision, and they draw parallels between this statute and similar provisions in the federal FOIA. Justice Kelly also relies heavily on **legislative history**, the federal FOIA, the "general purpose" of the FOIA to disclose public records, and the notion that FOIA exemptions are to be narrowly construed. As the plain language in the statute is sufficient to discern the Legislature's intent and to resolve this case, we decline to consider these nontextual arguments.Justice Kelly makes the astonishing argument that adherence to the statutory language makes a court "deliberately uninformed" and *more* prone to impose its policy preferences. Whether or not statutory construction is difficult, we are certain that, far and away, the most "reliable source" of legislative intent is the plain language of a statute. Judicial power is most menacing when a court feels free to roam in search of interpretive cues that are unmoored to the statutory language. Therefore, we are not inclined to inform ourselves of extratextual sources where the language of the statute is plain. When grammar is the constructive tool of choice, all can readily ascertain what a statute commands. But when extratextual tools are brought to bear on otherwise unambiguous language, only judges can say what the statute "means"-and then only after the fact. We prefer interpretive methods available to all.

HAYNES V. NESHEWAT
477 MICH. 29, 729 N.W.2D 488, MICH., 2007.
MARCH 28, 2007

To resolve the issue before us, we must interpret the CRA. The primary goal of statutory interpretation is to give effect to the intent of the Legislature. *Ford Motor Co. v. Woodhaven,* 475 Mich. 425, 438, 716 N.W.2d 247 (2006). If the statute is unambiguous, this Court will apply its language as written. *Id.* When a statute specifically defines a given term, that definition alone controls. *Tryc v. Michigan Veterans' Facility,* 451 Mich. 129, 136, 545 N.W.2d 642 (1996).

In order to establish the third element, plaintiff must have been denied the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations. The CRA does not define these terms. We give undefined terms their ordinary meanings. *Koontz v. Ameritech Services, Inc.,* 466 Mich. 304, 312, 645 N.W.2d 34 (2002). A dictionary may be consulted if necessary. *Id. Webster's* defines "privilege" as "a right, immunity, or benefit enjoyed by a particular person or a restricted group of persons." *Random House Webster's College Dictionary* (2001).

Concurring sep opinion: To start, I find frequent ambiguity in statutory language. I do not subscribe to the belief that "only a few [statutory] provisions are truly ambiguous." *Mayor of Lansing v. Michigan Pub. Service Comm.*, 470 Mich. 154, 166, 680 N.W.2d 840 (2004). For various reasons, ***41** not the least of which is the imprecise character of language, it is often impossible to discern legislative intent solely from the language written into statutes. As Justice Frankfurter eloquently stated:

Unlike mathematical symbols, the phrasing of a document, especially a complicated enactment, seldom attains more than approximate precision. If individual words are inexact symbols, with shifting variables, their configuration can hardly achieve invariant meaning or assured definiteness. Apart from the ambiguity inherent in its symbols, a statute suffers from dubieties. It is not an equation or a formula representing a clearly marked process, nor is it an expression of an individual thought to which is imparted the definiteness a single authorship can give. A statute is an instrument of government partaking of its practical purposes but also of its infirmities and limitations, of its awkward and groping efforts. [Frankfurter, *Some reflections on the reading of statutes*, 47 Colum L.R. 527, 528 (1947).]

Accordingly, rather than restraining myself to the text and "mak[ing] a fortress out of the dictionary," [FN1] I weigh on the balance any material that illuminates legislative intent. In this case, I have found ***496** numerous persuasive factors, not discussed in the majority opinion, that indicate that this Court has reached the correct interpretation of the statute.[FN2]

FN1. *Cabell v. Markham*, 148 F.2d 737, 739 (C.A.2, 1945) (opinion by Hand, J.)

FN2. Justice Markman writes a concurring opinion criticizing my approach to statutory analysis, suggesting it lacks discipline. The aids to statutory construction I use in my concurring opinion are among many that have been applied by the Michigan Supreme Court since long before either Justice Markman or I was born. Almost every justice who has ever sat in this Court would be shocked to hear the statutory analysis I use depreciated as "language-avoidance 'interpretative' techniques." I agree with Justice Markman that aids to statutory analysis should not be misused and, I might add, that includes the "textualist" approach to which he so avidly subscribes.

sep concurring opin.:

MARKMAN, J. (*concurring*).

Having reached the proper result in this case through a proper legal analysis, Justice Kelly in a concurrence to her own majority opinion proceeds to demonstrate that she could have reached the same result through less disciplined means. Not content to rely, as she does in her majority opinion, on the actual language of the law, Justice Kelly invokes an array of alternative techniques to "interpret" the law in her concurring opinion. She relies upon a "liberal construction" of the statute in question; she relies upon characterizations of the statute as "broad" and "remedial";***49** she relies upon a summary description of ***500** the law as "ambiguous," therefore apparently affording her the discretion to pick and choose the law she prefers; she relies upon the Legislature's inaction in the wake of an earlier court decision, equating this to approval of the Court's decision; she disparages the value of dictionaries as an essential tool in the interpretative process; and she relies upon an extraordinarily broad understanding of "**legislative history**." For the sake of future reference, a further catalogue of language-avoidance "interpretative" techniques would include the following: divining the "spirit of a statute"; relying upon considerations of "public policy"; standardlessly applying "equity"; characterizing statutes with which a judge disagrees as "absurd"; and concocting creative "balancing" and "totality of circumstances" tests. Innovatively applied, each of these techniques can be relied upon to avoid the hard task of having to discern a statute's meaning from its actual language.

PAIGE v. CITY OF STERLING HEIGHTS
476 MICH. 495, 720 N.W.2D 219, MICH., 2006.
JULY 31, 2006

Our fundamental obligation when interpreting statutes is "to ascertain the legislative intent that may reasonably be inferred from the words expressed in the statute." *Koontz v. Ameritech Services, Inc.*, 466 Mich. 304, 312, 645 N.W.2d 34 (2002). If the statute is unambiguous, judicial construction is neither required nor permitted. In other words, "[b]ecause the proper role of the judiciary is to interpret and not write the law, courts simply lack authority to venture beyond the unambiguous text of a statute." *Id.*

…

With regard to Justice Cavanagh's claim that history's judgment of us will be unkind, this also is not a new claim.[FN24] We think the concern should be his. Our core argument is that texts should be approached using the same doctrines every time. This could be described as a "truth in reading" approach. His is the less easily defended notion that sometimes you read statutes using textual and grammatical rules that all users of the language normally employ, but on other entirely unpredictable occasions you do not. Accordingly, while Justice Cavanagh in some cases does use the textual rules that ****515*** courts have traditionally employed,[FN25] in others he jumps the textualist rails and employs interpretive approaches that disregard what the instrument actually says and instead rely on extratextual sources such as legislative testimony,[FN26] the perceived intent of the Legislature, [FN27] overarching policy considerations,[FN28] or even what has been described as the theory of "legislative befuddlement," which holds that the Legislature can, if we desire, be held to not know what it is doing and thus we need not do what it directs.[FN29] It bears emphasizing that he has in the past provided no rationale regarding which technique he will use in any given case so that litigants, or even citizens attempting to structure their conduct to accord with the law, have no idea which Justice Cavanagh, the traditionalist or the deconstructionist, will decide the case. In response to this assertion, he now argues that he only departs from the traditional approach when a statute is unclear or ambiguous, *post* at 17, yet even a casual review of the ****516*** cases cited herein reveals that this defense will not bear scrutiny and that in fact he will find a way, no matter how tendentious (see in particular *Mayor of Lansing v. Public Service Comm.*, 470 Mich. 154, 680 N.W.2d 840 [2004]), to declare that which he wishes to be ambiguous or unclear to be exactly that. It is an approach of ambiguity by fiat.

However, as this Court explained in *Donajkowski v. Alpena Power Co.*, 460 Mich. 243, 261, 596 N.W.2d 574 (1999), the doctrine of legislative acquiescence is not recognized in this state for the sensible reason that "sound principles of statutory construction require that Michigan courts determine the Legislature's intent from its *words*, not from its silence." (Emphasis in original.) [FN31]

…