

STATE OF MICHIGAN
COURT OF APPEALS

RONALD MAYES, Individually and
on behalf of the minor children
of BETTY JEAN MAYES, Deceased;
AMANDA, MELISSA and VICTORIA
MAYES,

Plaintiffs-Appellants,

v

No. 98812

CADILLAC INSURANCE COMPANY,
a Michigan Insurer,

Defendant-Appellee.

BEFORE: J.H. Shepherd, P.J., M.H. Wahls and G.B. Ford*, JJ.

PER CURIAM

Plaintiff appeals from an order of summary disposition in favor of defendant granted on February 17, 1987, by the Washtenaw Circuit Court regarding the calculation of survivors' loss benefits payable by defendant pursuant to MCL 500.3108(1); MSA 14.13108(1). We affirm.

On appeal, plaintiff, the deceased insured's husband, on his own behalf and on behalf of the insured's minor children, contends that expenses for replacement services are not included in the term "survivor's loss" so as to subject such expenses to the statutory maximum amount of \$2,347 per 30-day period applicable under §3108(1) of the no-fault act on January 4, 1985, the date of the insured's fatal automobile accident. First, this contention has already been decided by this Court adversely to plaintiff. See Moshier v Financial Indemnity Company, 92 Mich App 605, 609-612; 285 NW2d 385 (1979), lv den 408 Mich 927 (1980), after remand 120 Mich App 522; 327 NW2d 513 (1982), lv den 422 Mich 960 (1985); Swanson v Citizens Insurance Company, 99 Mich App 52, 60-61; 298 NW2d 119 (1980), vacated and remanded on other grounds 411 Mich 945; 308 NW2d 99 (1981); and Schaible v Michigan Mutual Insurance Company, 116 Mich App 116, 121; 321

REC

NW2d 860 (1982), lv den 417 Mich 920 (1983). Second, we reject plaintiff's argument by analogy based on Pries v Travelers Insurance Company, 86 Mich App 221, 224-225; 272 NW2d 247 (1978), aff'd 408 Mich 870; 289 NW2d 717 (1980) (payment for replacement services under §3107(b) of the no-fault act is not to be included within the maximum payment for work loss) for the reasons amply expressed by this Court in Moshier, supra, p 612. Third, we reject plaintiff's argument that the Supreme Court's grant of _____ case from this Court in which _____ and "clearly suggests" that the _____ diated by the Supreme Court. Hasenclever v Allstate Insurance Company unpublished opinion per curiam of the Court of Appeals, decided August 28, 1981 (Docket No. 55887), lv gtd, app dis by stip 414 Mich 869 (1982). The reasons for the Supreme Court's grant of leave in a case which is dismissed by stipulation of the parties prior to issuance of an opinion are purely speculative and, even if known -- which, in this case, they are not -- are not precedential.

Affirmed.

/s/ John H. Shepherd
/s/ Myron H. Wahls
/s/ Geraldine Bledsoe Ford