

STATE OF MICHIGAN  
COURT OF APPEALS

---

JULIE A. ZECHLIN,  
Personal Representative of the Estate of  
MICHAEL LEWIS ZECHLIN, deceased,

Plaintiff-Appellant,

v

BRIDGES MOTOR SALES, a Michigan co-  
partnership, jointly and severally,

Defendant-Appellee,

and

SHARON KAY SAYLOR and PENNY NORMAN,

Defendants.

---

Before: Jansen, P.J., and Michael J. Kelly and Brennan, JJ.

MICHAEL J. KELLY, J.

On August 23, 1988, defendant Sharon Saylor purchased a 1983 Buick Automobile from defendant Bridges Motor Sales. At the time of sale, Saylor indicated that she wished to transfer the registration plate from a previously owned vehicle to the Buick. Thereupon Bridges issued Saylor a written fifteen-day temporary registration, and directed her to bring to Bridges the registration plate in order that Bridges could transfer it to the Buick.

When Saylor failed to return with the registration plate by the fourteenth day of the temporary registration period, Bridges applied to the Secretary of State for a title only transfer. The application for Michigan title was received by the Secretary of State on September 6, 1988. Pursuant to Section 217(2) of the Michigan Vehicle Code, MCL 257.1 *et seq.*; MSA 9.1801 *et seq.*, Bridges was required to apply within fifteen days after delivery of the automobile for a new title, and to transfer or secure registration plates and secure certificate of registration, in the name of the purchaser. Bridges, however, did not attempt to secure new registration plates or a certificate of registration for the Buick.

On September 30, 1988, Saylor and the Buick were involved in an automobile accident in which plaintiff's husband, Michael Zechlin, was critically injured. Plaintiff subsequently filed the instant lawsuit, alleging, in part, that Bridges retained ownership of the vehicle because it had not been registered in Saylor's name. On opposing motions for summary disposition, the trial court ruled that the transfer of title relinquished Bridges' ownership of the vehicle, notwithstanding Bridges' failure to comply with the requirement that it register the vehicle in the purchaser's name within fifteen days of delivery. From the court's grant of summary disposition in favor of Bridges, plaintiff appeals as of right. We affirm.

We do not agree with plaintiff that the sale was voided by Bridges' violation of the Vehicle Code. While it is true, as plaintiff argues, that transfer of title of an automobile usually cannot be effectuated without compliance with the mandates of the Vehicle Code, see *Messer v Averill*, 28 Mich App 62, 66; 183 NW2d 802 (1970), it is equally evident that the mandates requiring compliance are those concerning the transfer of title, not registration. See, e.g., *Basgall v Kovach*, 156 Mich App 323; 401 NW2d 638 (9186); *Allstate Ins Co v Demps*, 433 Mich App 168; 348 NW2d 720 (1984); *Michigan Mutual Automobile Ins Co v Reddig*, 129 Mich

July 22, 1991  
9:15 a.m.

Published  
No. 128055

App 631; 341 NW2d 847 (1983). Moreover, this Court stated in Security Ins Co of Hartford v Daniels, 70 Mich App 100, 107; 245 NW2d 418 (1976):

Michigan cases have consistently held that a dealer retains ownership of a car he sells until he complies with the statutory provisions for transferring title to the purchaser. (Emphasis added).

We therefore conclude that Bridges' failure to transfer or secure registration as required by Section 217(2) does not void the sale of the vehicle. We note that Section 217(2) provides for specific sanctions against the dealer (suspension or revocation of its dealer's license) for noncompliance.

Furthermore, the Vehicle Code defines "owner" as:

(a) Any person, firm, association, or corporation renting a motor vehicle or having the exclusive use thereof, under a lease or otherwise, for a period that is greater than 30 days.

(b) Except as otherwise provided in section 401a, a person who holds the legal title of a vehicle.

b (c) A person who has the immediate right of possession of a vehicle under an installment sale contract. MCL 257.37; MSA 9.1837.

Under section 37, the vehicle's registration does not implicate ownership. It is, in most instances, the transfer of title which signifies the transfer of vehicle ownership. The trial court held, correctly, that there was "no factual dispute that Bridges was not the owner at the time of the accident." In other words, dealer compliance with the registration provisions of the Vehicle Code is not a sine qua non for transfer of ownership.

Finally, we address whether the court properly determined that Bridges' ownership interest in the Buick terminated prior to the time of the accident. We agree with the trial court that it did.

MCL 257.233(5); MSA 9.1933(5) provides that the effective date of transfer of title or interest in a motor vehicle is the date of execution of either the application for title or the certificate of title. Here, Bridges filed the application for title on September 6, 1988, several weeks prior to the accident which occurred on September 30, 1988. The trial court did not err in granting summary disposition in favor of Bridges.

Affirmed.

/s/ Michael J. Kelly  
/s/ Kathleen Jansen  
/s/ Thomas J. Brennan