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ATTORNEYS AT LAW

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MICHIGAN'S NATURAL RIVERS ACT

Michigan is blessed with more than 36,500 miles of rivers and streams, 12,500 miles of which are classified as cold water trout streams. We are also fortunate that Michigan has many programs focused on the protection of these resources. One such program is the Natural Rivers Act.

The year 2010 marks the 40th anniversary of Michigan's Natural Rivers Act. In the late 1960s, the State of Michigan recognized that its rivers and streams were some of Michigan's most important natural resources. The State also recognized that the beauty and quality of the state's rivers were fragile and being threatened. On December 3, 1970, Governor Milliken signed into law Michigan's Natural River Act. By passing the Natural River

Act, Michigan was following the lead of the federal Wild and Scenic Rivers Act, which had been signed into law by President Johnson in 1968. Michigan is currently one of at least 33 states with river protection legislation.

The Natural Rivers Act authorized the State of Michigan to develop a system of Natural Rivers in the interest of the people of the state and future generations, as well as for the purpose of preserving and enhancing our rivers' values for a variety of reasons: aesthetics, recreation, boating, history, water conservation, floodplain, fisheries and wildlife habitat. Since 1970, over 2,000 miles on 16 rivers or segments of rivers have been designated "Natural Rivers" and made part of Michigan's Natural River

System. In the order they were designated, the Natural River system includes the Jordan, Bet-sie, Rogue, Two Hearted, White, Boardman, Huron, Pere Marquette, Flat, Rifle, Lower Kalamazoo, Pigeon, AuSable, Fox, Pine, and Upper Manistee rivers.

As I write this, I am planning to spend some time this summer fly fishing and kayaking on the Upper Manistee. I have many stories to tell about my time on the Manistee, and am thankful that the river has been protected so that my children can enjoy the beauty and serenity of this important natural resource.

Joel Baar works in the areas of Business Law, Employment Law and Real Estate/Construction Law. You can reach him at joelb@bolouselaw.com.

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DON'T FORGET!

For your convenience, we are open late every Tuesday evening for no-charge Estate Planning consultations!

LET'S GO DOWNTOWN

It was Petula Clark who once sang that people could forget all their troubles and forget all their cares by going downtown. The implication certainly is that downtown is an exciting, fun place to be, and certainly worth going to.

Twenty-five years ago, most downtowns were not exciting places to go. Urban sprawl and shopping malls had left many downtowns boarded up and deserted. Many experts believe that the demise of the downtown is related to the 1950s and 1960s when the car was king, roads were made larger and faster, and

concerns for people and pedestrians went by the wayside.

Fortunately, many downtowns have made dramatic comebacks. This has been done by taking high speed, multi-lane roads out, returning downtowns to a pedestrian scale, and making downtowns walkable. Successful downtowns that have made this transition and are once again thriving have these attributes in common: reduced road size, return to on-street parking, pedestrian-friendly sidewalks, planting of trees, and other steps that have made the downtown physically and aesthetically

pleasing. Most of us certainly can think of a revitalized downtown area where we now enjoy visiting, hopefully forgetting all our troubles and forgetting all our cares.

Our law offices are located at the primary intersection in downtown Grandville. Grandville has yet to embrace the planning, strategies and construction that have revitalized many downtowns throughout the country. Hopefully, that will be changing as the Grandville Downtown Development Authority and the Grandville City Council work toward making Grandville a place where

its citizens will once again take pride in the downtown area and enjoy spending time there. I certainly hope that our clients and readers will support the downtown streetscape project and would encourage you to contact me at rlickb@bolouselaw.com if you have any questions concerning it.

Rick Bolhouse focuses his practice in the areas of Family Law, Collections & Creditors' Rights and General Litigation.

BUSTING DOG BITE MYTHS

Many dog bite victims believe that there isn't any reimbursement or compensation available for their injuries. However, in the vast majority of dog bite cases, there is an insurance company that is responsible to reimburse for medical expenses and other damages. Below are five commonly-held myths that this article hopefully busts:

If the dog didn't have a history of biting or being dangerous, there would be no liability. There is no "one bite rule" which requires that the dog has to have previously bitten somebody else to put the dog owner on notice that his animal is dangerous. Unless the victim provoked the dog or was trespassing on the dog owner's private property, the appropriate insurance company is responsible for reimbursement and compensation.

The dog has to bite the victim in order for reimbursement/compensation to be available. Reimbursement is available for injuries caused by a dog even if there was not a bite. If a large dog causes injuries to a person by jumping on them or knocking them down, the appropriate insurance company is respon-

sible to pay medical bills and other forms of compensation.

You can't pursue a claim against a family member. Unless the dog was provoked, the appropriate insurance company is still responsible. There is no exception simply because there is a blood relation between the dog owner and the dog bite victim.

A dog bite victim has to file a lawsuit in order to recover his/her damages. The vast majority of dog bite claims are settled without a lawsuit ever having to be filed. Most insurance companies recognize that there is strict liability for injuries caused by a dog bite and typically settle the claim.

One shouldn't pursue a claim against a friend or family member. An individual who is seeking reimbursement for medical bills or compensation related to a dog bite injury isn't typically pursuing compensation directly from the friend or family member, rather from the appropriate insurance company. When a dog owner's pet causes injuries to a friend or family member, the owner would most likely prefer to have their insurance company step forward and take care of

the medical bills and other damages. This is why we all pay our insurance premiums.

While most dogs are not dangerous or prone to biting, even the most docile animal can bite or otherwise cause injuries to an individual. Treatment necessitated by a dog bite can include not just the immediate first aid (i.e., stitches and antibiotics), but also plastic surgery to revise scarring and possible counseling related to psychological trauma caused by the dog bite. Without presenting a claim to the appropriate insurance company, it may not be possible to obtain reimbursement for expenses related to addressing scarring or other disfigurement or counseling.

If you have questions regarding a dog bite or dog-related injury, we'd be happy to provide you with a no-charge consultation or phone conference to answer your questions.

Mike Risko represents the rights of individuals and businesses in and out of the courtroom, including the rights of the victims of serious injury accidents, including dog bites. Mike can be reached for an appointment at 616-531-7711.

MORE CARP

In our last newsletter, I addressed the problems that Asian Carp present to the Great Lakes and its ecosystem ("What a Bunch of Carp!"). Asian Carp are currently believed to be in the Illinois River in Chicago, which is a tributary to Lake Michigan. Michigan has led the legal fight to close the locks that connect Lake Michigan to the Illinois waterways. Unfortunately, the U.S. Supreme Court recently rejected a bid by the State of Michigan to

permanently separate the waters of the Chicago-area rivers and canals from Lake Michigan to stop the migration of the Asian Carp. The State of Michigan and other Great Lakes states have argued that the waterways should be permanently separated due to the devastating effect the Asian Carp could have on the region's billion dollar fishing industry and much of its tourism business. While the Supreme Court's decision is certainly a set-back in the

fight against the Asian Carp in the Great Lakes, it is important to note that the Supreme Court DID NOT say they dismissed the merits of the State of Michigan's claim that the Asian Carp are an immediate and significant threat to the Great Lakes. The State of Michigan has vowed to continue the fight.

David Lefere focuses his practice in the areas of Business Law, Commercial Litigation and Collections/Creditors' Rights.



ELECTRONIC RECORDS AND SIGNATURES - IS YOUR EMAIL A CONTRACT?

In today's world of technology and electronics, your e-mail could serve as a contract and your facsimile signature could serve as an original signature.

On October 16, 2000, the State of Michigan enacted the Uniform Electronic Transactions Act (UETA), which essentially provides that a contract may not be denied solely because it is in electronic form or bears an electronic signature. The UETA allows individual parties and companies to create contracts through direct electronic interactions. The UETA also validates the formation of contracts through electronic

agents, i.e. e-mail and facsimiles. Therefore, contracts and agreements can be formed through e-mail interaction and can be validated through e-mail signatures or signatures received through facsimiles.

The UETA removed legal impediments to the use of electronic contracts and signatures. However, the UETA is a procedural law only and issues of authenticity, integrity and security remain open to subject review.

If your company routinely uses electronic contracts or electronic signatures, you should review your proce-

dures to make sure you are complying with all the necessary requirements of the UETA and that you have sufficient language within your contracts to guarantee that the electronic contract and/or signature is valid and effective.

David Lefere focuses his practice in the areas of Business Law, Commercial Litigation and Collections/Creditors' Rights. You can reach him at davidl@bolouselaw.com.



TURN YOUR OUT-OF-STATE JUDGMENT INTO MONEY

Like many states, Michigan has adopted the Uniform Enforcement of Foreign Judgments Act ("UEFJA"). With this law, turning an out-of-state judgment into a Michigan judgment is as simple as filing the following with the clerk of the court in Michigan: (1) A certified copy of the judgment from your state; (2) An affidavit that the judgment has not been satisfied; and (3) the filing fee. This is often called *domesticating a foreign judgment*.

Once the proper documents are filed with the court clerk, the clerk sends a copy of the judgment and the affidavit to the debtor. The debtor then has 21 days to object. If the debtor does not object, the judgment is as collectible as any other Michigan judgment. Our attorneys typically use garnishments and requests / orders

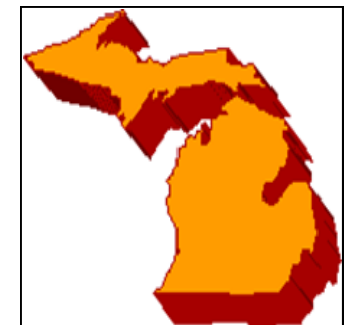
to seize property in order to try and collect on the judgment.

There are a few situations where domestication of a foreign judgment may not be permitted if the debtor raises certain defenses. First, the debtor could argue that the out-of-state court did not have proper jurisdiction to hear the case and enter a judgment. Most states have "long-arm" jurisdiction statutes that are fairly broad and allow an out-of-state court to "reach into" Michigan and obtain jurisdiction over a Michigan resident if they failed to pay a debt in another state. The second defense that we often see is the debtor alleges that they were not properly served with the summons and complaint from the out-of-state court. If service of process was not proper, the judgment may be

set aside. It doesn't mean the debt is not owed – it simply means that you have to start over with a new lawsuit in the proper jurisdiction in order to get proper service and enter a valid and binding judgment.

Our firm is frequently asked to help out-of-state law firms and out-of-state companies collect debts in Michigan. If you have a judgment from outside the State of Michigan, and the debtor resides in Michigan, we can help.

Jeannine Bolhouse focuses her practice in the areas of Family Law, Civil Litigation and Collections. Reach her at jeannineb@bolouselaw.com.





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THE CONSTITUTION SAYS WHAT?

It seems like every time you watch the news, read a newspaper or access a news web site there is someone telling you what the Constitution of the United States says, particularly the First and Second Amendments. So, in light of the upcoming celebration of the birth of our great nation, we decided to provide you with the text of the First and Second Amendments to the Constitution.

Amendment I. Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise

thereof; or abridging the freedom of speech, or of the press, or of the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

Amendment II. A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.

There you have them, the first two amendments to the Constitution, which were ratified on December 15, 1791. So

the next time someone tries to tell you what the First and Second Amendments mean, remember what they say...and what they do *not* say.

Our office has a supply of complimentary pocket Constitutions. If you'd like one, please give us a call or email us at info@bolouselaw.com. We'd be happy to send you one.

Tom Vander Hulst focuses his practice in the areas of Business Law and Estate Planning/Probate. You can reach him at tomvh@bolouselaw.com.



Have a Safe and Happy 4th of July!
Look for us at the 41st Annual Grandville Parade!
We are a proud sponsor of the
Boy Scout Troop 292 float!

