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How's That Sound? Premises Liability is Still Premises Despite Artful Pleading

By Steven P. Meerschaert **November 18, 2025**

In civil law, how a complaint is presented to the court can make all the difference in the outcome. A wrongly filed or improperly served case may never make it to a jury, falling prey to a well-done motion for summary disposition. Other times, a plaintiff can fail by not recognizing the proper legal basis for recovery. A case may appear to have evidence that supports the filed claim, but if that claim arises, or "sounds," in another variety of law, a savvy court will recognize this and hold it to the proper standard.

In *Edwards v Motor City Theatre Organ Soc'y, Inc.*, an unpublished Michigan Court of Appeals opinion issued on October 28, 2025 (Docket No. 372085), the Court reviewed a plaintiff's attempt to expand a premises liability case to include simple negligence. Plaintiff Edwards was on a public sidewalk waiting to cross the street, when injured by a letter "A" which fell from a closed theatre's marquee sign. She sued the unknown worker who affixed the sign, as well as the Redford Theatre as the premises owner and as the employer of said worker. The Redford Theatre filed a Motion for Summary Disposition regarding all negligence claims, asserting that the action sounded only in premises liability. Furthermore, Defendant argued that there was no notice of a defect to support that sole remaining claim. The trial court granted the motion, dismissing all counts against Defendant.

On appeal, Plaintiff vainly argued the trial court wrongly dismissed her case, as she believed her evidence supported claims of negligence as originally filed. The Court admonished Plaintiff that "[i]t is well settled that the gravamen of an action is determined by reading the complaint as a whole, and by looking beyond mere procedural labels to determine the exact nature of the claim." A claim that arises due to an alleged dangerous condition of the land is the very definition of a premises liability claim. Such a claim therefore "sounds" only in premises liability. A plaintiff's framing of the matter cannot change that.

Here, the "condition on the land" was the marquee sign and its unstable letter. Because Plaintiff's alleged injury stemmed from that condition, the lawsuit "sounded" only in premises liability.

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The Michigan Court of Appeals decision in *Edwards v Motor City Theatre Organ Society, Inc.*, helps clarify how Michigan courts draw the line between premises and negligence claims, and why not every accident gives rise to a claim for negligence. A plaintiff's label on a complaint will not win the day.

The *Edwards* Court reviewed a premises claim which was presented alongside a bouquet of negligence allegations. The Court was unpersuaded. The case serves as a reminder to would-be plaintiffs that their framing of a case is not determinative of how the case will be analyzed. Cases which arise from an alleged dangerous condition on the land will sound in premises liability, no matter how the lawsuit is labeled.

1. What Duty Was Owed?

Michigan law categorizes visitors into three main groups: invitees, licensees, and trespassers. Each group is owed a different level of protection. Plaintiff Edwards admitted she was not visiting the theatre; it was closed. She was using the sidewalk for her own purposes. That meant she was a licensee. For licensees, Michigan property owners owe a limited duty to warn of hidden dangers that the owner knows about or should know about—not to inspect or to make the premises safe.

Relying on *Janini v London Townhouses Condo Ass'n*, the Court reaffirmed that a landowner has no duty of inspection or affirmative care to make the premises safe for the licensee's visit.

In this case, Plaintiff presented no evidence that the theatre knew the letter was loose or that it had reason to suspect a danger. The only evidence she offered was that the letter fell—but that was not enough. The Court concluded that there was no proof Defendants had notice of a dangerous condition. Without notice, a premises liability claim cannot succeed.

2. What About Constructive Notice?

"Constructive notice" means the danger existed long enough, or was obvious enough, that the property owner should have known about it. Plaintiff here offered no evidence showing how long the letter had been loose, whether the marquee had visible deterioration, or any past problems with the sign. Michigan courts recognize that speculation is not evidence and is therefore insufficient to defeat a motion for summary disposition.

3. Could the Doctrine of *Res Ipsa Loquitur* Save the Claim?

Plaintiff relied heavily on *res ipsa loquitur*, a doctrine which allows a jury to infer negligence from the mere fact an accident occurred—but only under specific circumstances. Michigan uses *res ipsa* sparingly. Citing *Fuller v Wurzburg Dry Goods Co*, the Court reiterated that a plaintiff "must produce *some* evidence of wrongdoing beyond the mere happening of the event."

While the marquee was in the theatre's control, there was no evidence that the theatre acted negligently in maintaining it. An unexplained accident, without more, cannot support an inference of negligence. Therefore, *res ipsa loquitur* did not apply.

Outcome: The Court affirmed the trial court's grant of summary judgment. The Plaintiff's claim failed because: (1) it was a premises liability claim, not ordinary negligence; (2) as a licensee, she was owed only a limited duty; (3) she could not show the theatre knew or should have known about any danger; and (4) *res ipsa loquitur* did not apply to the falling marquee letter.

The *Edwards* opinion reminds us that (1) **the mere happening of an accident is not evidence of negligence; (2) the category of visitor status establishes the duty in premises; (3) property owners are not insurers—they must warn licensees of hidden dangers they know about, but are not required to inspect for every potential hazard; and (4) *res ipsa loquitur* is a narrow legal exception, not a shortcut to liability. An unexplained accident is not enough to establish liability.**

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