

QUESTION 11 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK IV

In the spring of 2009, Peter Parker bought a Lake Michigan beachfront home from Debbie Drake. Drake advertised the property as: "A lovely cottage built in 1980; recently remodeled with new kitchen cabinets and fresh carpet and wall paneling throughout." Parker had an independent expert inspect the home and all accessible structural beams. The inspection report was favorable. A week prior to the closing date, Drake provided a Seller's Disclosure Statement, as required by the Michigan Seller Disclosure Act, indicating that, to her knowledge, there were no defects on the property. Specifically, Drake indicated that the home had no history of infestation. Drake subsequently executed a deed in Parker's favor, conveying Drake's fee simple interest to the property.

When summer arrived, Parker discovered that many people walked the beach in front of his home. Parker posted signs prohibiting trespassers on his beach. However, the beach walkers ignored the signs.

That same summer, Parker decided to remove wall paneling from the interior of the house and install drywall. When Parker removed the paneling from the lakeside exterior wall, he immediately noticed extensive termite damage to the wooden structural beams. Although the termites had since vacated the premises, the structural damage cost \$20,000 to repair.

Discuss Parker's rights with respect to (a) preventing people from walking along his stretch of beach; (b) his recourse against Drake for denying any history of termite infestation in the home. Explain your answer.

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