

OPINIONS OF THE SUPREME COURT OF OHIO

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Newland, Appellant, v. Erie Insurance Company, Appellee.
[Cite as Newland v. Erie Ins. Co. (1993), Ohio St. 3d .]
(No. 93-788 -- Submitted , 1993 -- Decided December 29, 1993)

Appeal from the Court of Appeals for Montgomery County,
No. 13548.

Williams, Jilek, Lafferty & Gallagher Co., L.P.A., and
Robert M. Scott; Dwight D. Brannon & Associates and Dwight D.
Brannon, for appellant.

Jenks, Surdyk and Cowdrey Co., L.P.A., and Edward J. Dowd,
for appellee.

All issues in this case were decided by this court's recent case of Savoie v. Grange Mut. Ins. Co. (1993), Ohio St. 3d , N.E.2d : "Insurers may contractually preclude intrafamily stacking -- the stacking of uninsured/underinsured limits of policies and coverages purchased by family members in the same household.***" Savoie, supra, paragraph two of syllabus.

Because this case involves the stacking of two insurance policies owned by two brothers, but the jurisdictional memoranda received by this court do not reveal whether the brothers lived in the same household, we remand the cause to the trial court to obtain the information from the parties which is necessary to properly apply the intrafamily/interfamily stacking test announced in Savoie, supra, and to apply Savoie.

A.W. Sweeney, Douglas, Resnick, F.E. Sweeney and Pfeifer,
JJ., concur.

Moyer, C.J., concurs separately.

Wright, J., dissents.

Moyer, C.J., concurring separately. I concur separately in the judgment entry in the above-styled case. As my dissent in Savoie v. Grange Mut. Ins. Co. (1993), 67 Ohio St.3d 500, N.E.2d , stated, I do not agree with the law announced in the majority decision. Nevertheless, it is the law on the issue in the above-styled case. As I believe all

parties should receive equal application of the law announced by this court, and only for that reason, I concur in the judgment entry.

Wright, J., dissenting. I must dissent in continuing protest to the majority's sundry holdings in *Savoie v. Grange Mut. Ins. Co.* (1993), 67 Ohio St.3d 500, 620 N.E.2d 809. As stated in the dissent in *Savoie*, that holding lacks sound reasoning, reverses ten years of established case law and flaunts the will of the General Assembly. Thus, I feel compelled to remain in this posture until the General Assembly has had the opportunity to undo the damage caused to the public by this unfortunate, result-oriented decision.