

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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MOEEN MOHAMAD AL KABRA a/k/a MOEEN  
MOHAMAD EL KABRA,

UNPUBLISHED  
April 12, 2002

Plaintiff-Appellant,

v

AKRAM NAJI MAROUF d//b/a EDITH'S  
MARKET,

No. 227137  
Washtenaw Circuit Court  
LC No. 92-042615-CH

Defendant-Appellee.

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Before: Cavanagh, P.J., and Sawyer and O'Connell, JJ.

PER CURIAM.

Plaintiff appeals as of right from the trial court's April 20, 2000, order in which the trial court concluded that any money plaintiff was entitled to in conjunction with the purchase of a business was repaid. We affirm.

This case reaches this Court for the second time on appeal. In the first appeal, *Al Kabra v Marouf*, unpublished opinion per curiam of the Court of Appeals, issued March 27, 1998 (Docket Number 187073), we concluded that the trial court's finding that plaintiff was to have a one-half ownership in the business was clearly erroneous. However, we accepted the trial court's conclusion that plaintiff had advanced defendant funds for the purchase of the business. Therefore, we held that plaintiff was entitled to a return of the money advanced to defendant under an unjust enrichment theory. Consequently, this Court remanded with the following instructions:

Here, defendant received money from plaintiff for investment in the Edith's Market business, and it would be inequitable for defendant to retain that money when the parties failed to reach an agreement about their respective rights in the business. The trial court has not determined the total amount of money that plaintiff provided to defendant in connection with Edith's Market. Accordingly, we remand with instructions that the trial court determine the amount of money that defendant received from plaintiff in connection with the business and enter an order requiring defendant to pay that amount, plus interest, if appropriate, to plaintiff under such terms as the court shall determine.

On remand, in a three-page written opinion, the trial court, on the parties' agreement, reviewed the existing record and determined that plaintiff gave defendant \$40,375 toward the purchase of the business in 1977. The court also found that defendant repaid plaintiff between 1979 and 1991 an amount totaling \$50,500. The trial court went on to hold that "plaintiff received the return of his advanced moneys over the succeeding years in sufficiently greater amounts so that he has recovered all of the funds advanced and any appropriate interest that may have been awarded."

On appeal, plaintiff takes issue with this determination. In particular, plaintiff identifies what he believes are two major errors on the part of the trial court. First, plaintiff contends that the trial court failed to make any determination regarding the parties' credibility. Second, plaintiff argues that the trial court failed to follow the instructions of this Court. We disagree.

We will not set aside the trial court's findings of fact unless we are persuaded that they are clearly erroneous. MCR 2.613(C). A finding is clearly erroneous when, although there is evidence to support it, the reviewing court is left with the definite and firm conviction that the trial court made a mistake. *Meek v Dep't of Transportation*, 240 Mich App 105, 115; 610 NW2d 250 (2000). After reviewing the trial court's ruling, we are not persuaded that its findings were clearly erroneous or that it disregarded this Court's instructions in the earlier opinion. Although not stated explicitly in the written opinion, it is clear to us that the trial court weighed each parties' credibility, and concluded that plaintiff had been sufficiently repaid. We afford significant deference to the trial court in matters of credibility. MCR 2.613(C).

Further, the trial court's determination that defendant repaid plaintiff the sum owed is supported by record evidence. For instance, during the June 29, 1993, trial proceedings, plaintiff testified that between 1977 and 1991, defendant repaid him in excess of \$45,000. During trial plaintiff further conceded that defendant repaid him any money owing, but that plaintiff was seeking a share of the business' profits. Under the circumstances, we are not persuaded that the trial court clearly erred in concluding that defendant repaid plaintiff any monies owing.

Affirmed.

/s/ Mark J. Cavanagh  
/s/ David H. Sawyer  
/s/ Peter D. O'Connell