

STATE OF MICHIGAN
COURT OF APPEALS

JAMES K. ROWLEY,
Plaintiff-Appellee,

UNPUBLISHED
May 31, 2002

v

JAMES D. SEVERN,
Defendant-Appellant.

No. 229480
Ionia Circuit Court
LC No. 99-020028-CK

Before: Fitzgerald, P.J., and Holbrook, Jr., and Doctoroff, JJ.

MEMORANDUM.

Defendant appeals as of right the judgment for plaintiff entered after a bench trial. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Defendant purchased a tractor and trailer from plaintiff for \$46,000, with a \$5,000 down payment. When defendant failed to pay the amount due on the sale, plaintiff brought this action for account stated. The handwritten bill of sale included a statement that 7% interest would be due on the balance. Defendant asserted that the interest provision was not on the bill of sale when he signed it. The trial court granted judgment for plaintiff.

Defendant's sole argument on appeal is that the trial court erred in finding that the parties had agreed that plaintiff would pay the identified interest. We disagree. Findings of fact in a bench trial will not be overturned unless they are clearly erroneous. MCR 2.613; *Walters v Snyder*, 239 Mich App 453, 456; 608 NW2d 97 (2000). A finding is clearly erroneous when the reviewing court is left with the definite and firm conviction that a mistake has been made. *Id.*

There was a dispute as to the credibility of the parties, which the trial court resolved in favor of plaintiff. The court found that a reasonable transaction of this nature would incorporate interest. There is no evidence showing that the trial court made a mistake in resolving the credibility issue in favor of plaintiff.

Affirmed.

/s/ E. Thomas Fitzgerald
/s/ Donald E. Holbrook, Jr.
/s/ Martin M. Doctoroff