

STATE OF MICHIGAN
COURT OF APPEALS

In the Matter of the Dissolution of SOUTH
INDUSTRIAL DEVELOPMENT COMPANY,
a Michigan Limited Partnership.

UNPUBLISHED
May 7, 1996

PRESCOTT CRISLER and SCOTT W. CRISLER,

Plaintiffs-Appellants,

v

No. 173268
LC No. 91-041684-CB

ROBERT P. UFER, DAVID S. UFER, PAMELA S.
WOOD, THOMAS W. UFER, CHARLES A.
CARVER, III, LINDA CARVER, MEGAN
CARVER, DONALD DUFEK, CANDACE DUFEK,
and JOHN J. CARVER,

Defendants-Appellees.

Before: Sawyer, P.J., and Neff and R. D. Gotham,* JJ.

PER CURIAM.

Plaintiffs appeal as of right in this matter concerning the dissolution of a limited partnership. We affirm.

I

Plaintiffs first argue that the trial court erred in enforcing an extension of a lease agreement between the partnership and an outside entity made approximately seven years before plaintiffs' demand to dissolve the partnership. We find no error.

* Circuit judge, sitting on the Court of Appeals by assignment.

Plaintiffs cite no authority, and we know of none, that would allow a court to dissolve a contract in force and accepted by plaintiffs, defendants and the lessee for some seven years. We do not find the fact that the partnership technically expired sometime after the lease was entered into controlling because none of the partners, including plaintiffs, treated the partnership as an expired entity. Indeed, plaintiffs accepted their portion of the lease payments, without objection during the period in question.

Any relief requested by plaintiffs that relates to the allegedly erroneous enforcement of the lease extension is also denied.

II

Plaintiffs next argue that the trial court erred in failing to dissolve the partnership as requested. We disagree because on our review of the record, we conclude that the partnership was dissolved.

We also disagree with plaintiffs' assertion that they were forced to sell their partnership interest. Plaintiffs asked for the sale of the partnership's only asset, and that sale took place, with the proceeds being distributed to plaintiffs. Plaintiffs were not forced into this procedure, it was something for which they asked.

We also will not hear plaintiffs to complain about the fairness of the bidding process. Plaintiffs had the opportunity, but refused, to participate in the bidding. Accordingly, because they refused to protect their interest by participating in the bidding process, they cannot argue that the price was unfairly low.

III

Next, we disagree with plaintiffs' argument that the trial court erred in failing to require an accounting. To the contrary, we find that an accounting was provided. The dissolution of the partnership was a simple matter. The partnership's sole asset was sold, and the proceeds of the sale were distributed to the former partners in relationship to the partnership interests they held. An order reflecting the distribution is included in the lower court file.

IV

Finally, because after a review of the lower court record we are not convinced that the trial court made a mistake in awarding sanctions to defendants, we will not overturn that award. See *Riley v 36th District Court Judge*, 194 Mich App 649; 487 NW2d 855 (1992); *Attorney General v ACME Disposal Co*, 189 Mich App 722, 728; 473 NW2d 824 (1991).

Affirmed.

/s/ David H. Sawyer
/s/ Janet T. Neff
/s/ Roy D. Gotham