STATE OF MICHIGAN

COURT OF APPEALS

SOCIETE GENERALE FINANCIAL CORPORATION,

Plaintiff-Appellee,

v

SEYFRIED & ASSOCIATES, P.C. and SANDRA L. SEYFRIED,

Defendants-Appellants.

UNPUBLISHED
June 25, 1996

No. 178685
LC No. 93-461462-CK

Before: Neff, P.J., and Jansen and G.C. Steeh III,* JJ.

PER CURIAM.

Defendants appeal as of right from an August 24, 1994, order of the Oakland Circuit Court granting summary disposition and damages in favor of plaintiff pursuant to MCR 2.116(C)(10). We affirm.

This case involves a breach of contract action. Defendant entered into a lease agreement with Captec Financial Group regarding computer equipment and software for a term of five years. The monthly payment for the rental of the equipment was $1,925.33, and the payments were personally guaranteed by Sandra L. Seyfried. Subsequently, Captec assigned its right, title, and interest in the lease to plaintiff.

Plaintiff filed a breach of contract action indicating that defendants had defaulted on the lease from April 1993 through August 21, 1993, and that defendants were obligated to plaintiff in the amount of $15,113.30 plus interest. Plaintiff later moved for summary disposition under MCR 2.116(C)(10) arguing that there was no genuine issue as to any material fact that defendants breached the contract. Plaintiff also moved for summary disposition under MCR 2.116(C)(9) claiming that defendants had failed to state valid defenses to plaintiff's claims. The trial court granted the motion under MCR 2.116(C)(10). Thereafter, an evidentiary hearing was held to determine the amount of damages that

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

defendants owed to plaintiff under the lease agreement. The trial court ultimately entered judgment in plaintiff's favor in the amount of $33,518.36.

Defendants first argue on appeal that plaintiff had presented no competent evidence relating to its claimed damages because the evidence presented was inadmissible hearsay evidence. The trial court allowed testimony from plaintiff's witness, Edward Grimm, regarding the amount of damages incurred by plaintiff. We review the trial court's decision in this regard for an abuse of discretion. *Koester v City of Novi,* 213 Mich App 653, 663; 540 NW2d 765 (1995).

Defendants contend that Grimm's testimony regarding damages should have been excluded because it was inadmissible hearsay. Grimm testified to the amount of damages incurred based on damage calculations contained in his notes that had been prepared by his associate. The notes indicated that seven rental payments were outstanding. We find no abuse of discretion on the part of the trial court. Grimm testified that he had personal knowledge of the figures contained in the notes. Thus, Grimm was competent to testify, MRE 602, the testimony was relevant, MRE 401, 402, and the testimony does not meet the definition of hearsay. MRE 801(c).

Defendants next argue that the trial court erred in awarding plaintiff principal, interest, and late fees because plaintiff had not established entitlement to those damages. Specifically, defendants argue that the trial court erred in awarding plaintiff past due rentals in the amount of $13,477.31, late charges in the amount of $2,117.83, and unpaid accrued interest in the amount of $1,128.75.

We deem this issue to be abandoned. Defendants have cited no authority for their position that the trial court improperly awarded past due rentals, late charges, and interest. A party may not leave it to this Court to search for authority to sustain or reject its position. *Hover v Chrysler Corp,* 209 Mich App 314, 319; 530 NW2d 96 (1995). Therefore, we consider the failure of defendants to support their argument with legal authority to be an abandonment of the issue on appeal. *Mitchell v Dahlberg,* 215 Mich App 718, 728; ___ NW2d ___ (1996).

Moreover, defendants appear to be attacking the trial court's findings. We find that the trial court's findings in this regard are not clearly erroneous. MCR 2.613(C). It was not improper for the trial court to rely on Grimm's testimony in making these awards.

Defendants next argue that the trial court erred in awarding attorney fees under the lease agreement and that the attorney fees awarded were an unreasonable amount.

First, the award of attorney fees was proper because the lease provided that the lessee was responsible for attorney fees in an amount not less than 25% of the rental balance. The attorney fees awarded by the trial court were authorized by the lease provisions. *Central Transport, Inc v Fruehauf Corp,* 139 Mich App 536, 548; 362 NW2d 823 (1984) (contractual provisions for payment of reasonable attorney fees are judicially enforceable). We also find that the amount of attorney fees awarded by the trial court was reasonable, was in conformance with the factors set forth in *Crawley v*

Schick, 48 Mich App 728, 737; 211 NW2d 217 (1973), and was not an abuse of discretion. *Wood v DAIIE*, 413 Mich 573, 588; 321 NW2d 653 (1982).

Defendants next argue that the trial court erred in ruling that plaintiff was entitled to certain costs in the amount of $1,157.97. We again deem this issue to be abandoned on appeal for defendants' failure to cite any sustaining authority. Defendants assert that the costs are not chargeable under the Michigan Court Rules and are not recoverable under the terms of the lease. However, defendants cite no authority to support this position. It is therefore abandoned for review. *Vugterveen Systems, Inc v Olde Millpond Corp*, 210 Mich App 34, 46-47; 533 NW2d 320 (1995).

Last, defendants argue that the trial court erred in granting interest at the rate of 12% on the entire amount of the judgment, including that amount of the judgment that constituted attorney fees.

Because plaintiff's complaint was filed on August 30, 1993, the applicable statutory provision is MCL 600.6013(5); MSA 27A.6013(5). That provision provides that interest shall be calculated from the date of filing the complaint to the date of satisfaction of the judgment at the rate of 12% per year compounded annually. Attorney fees awarded under contractual provisions (as in this case) are considered to be damages, not costs. *Central Transport, supra*, p 548. Thus, the amount of judgment in this case, including the award of attorney fees, is a judgment rendered on a written instrument. MCL 600.6013(5); MSA 27A.6013(5). Accordingly, we find no error in the award of 12% interest on the entire judgment. Cf. *Giannetti Bros Construction Co v City of Pontiac*, 175 Mich App 442, 448-449; 438 NW2d 313 (1989), and see *Wayne-Oakland Bank v Brown Valley Farms, Inc*, 170 Mich App 16, 22-23; 428 NW2d 13 (1988) (affirming award of 12% interest pursuant to MCL 600.6013; MSA 27A.6013 on attorney fees).

Affirmed.

/s/ Janet T. Neff
/s/ Kathleen Jansen
/s/ George C. Steeh III