

STATE OF MICHIGAN

COURT OF APPEALS

LARRY D. FEYERS and DIANA L. FEYERS,

Plaintiffs-Counter-
Defendants/Appellees,

v

CLAIR BROWN,

Defendant-Counter-
Plaintiff/Appellant.

UNPUBLISHED
November 1, 1996

No. 177446
LC No. 92-1808-CH

Before: Markey, P.J., and McDonald and M.J. Talbot,* JJ.

PER CURIAM.

Defendant Clair Brown appeals as of right a judgment in favor of plaintiffs awarding them damages for breach of a land-sale contract. We remand for further proceedings.

Plaintiffs brought suit for breach of contract and unlawful detention of their personal property. The trial court entered an order requiring defendant to relinquish Feyers' equipment and defendant partially complied with that order. However, defendant refused to allow Feyers to remove their air compressor and immediately filed a counterclaim alleging that Feyers had removed raw materials from the property and failed to pay defendant for those materials and his personal services, pursuant to an oral agreement to do so. Following a bench trial, the court entered judgment in Feyers' favor, finding that defendant breached a "valid agreement" between the parties and failed to prove his counterclaim. The court concluded that Feyers' payment of the November 1991 money judgment against defendant and the purchase and delivery of mining equipment to the property just before defendant drafted a new agreement evidenced that the Feyers believed defendant still intended to sell them the land.

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

Defendant first contends that the trial court's findings of fact were unsupported by the evidence and, thus, were clearly erroneous. After a careful review of the record, we find that the trial court's findings of fact were not sufficient for appellate review. We review a trial court's findings of fact under the clearly erroneous standard of review. *Brooks v Rose*, 191 Mich App 565, 570; 478 NW2d 731 (1991). A trial court sitting without a jury must make specific findings of fact, state its conclusions of law separately, and direct entry of the appropriate judgment. MCR 2.517(A)(1). Mere conclusions without disclosure of the facts relied on to support those conclusions do not satisfy MCR 2.517. *Rockwell & Bond, Inc v Flying Dutchman, Inc*, 74 Mich App 1, 8-9; 253 NW2d 368 (1977).

The trial court did not specifically make findings on the record regarding whether defendant breached the April 26, 1990 purchase agreement or the one drafted in June 1992, nor did the court make findings regarding how or at what point the "valid" purchase agreement was breached. *Id.* Furthermore, the trial court failed to state the factual basis for its conclusion that defendant did not prove his counterclaim. Cf. *Birkenshaw v Detroit*, 110 Mich App 500, 509; 313 NW2d 334 (1981). On remand, the trial court must make findings regarding these contested factual issues.

Defendant also contends that the trial court improperly excluded evidence that he attempted to admit and engaged in inappropriate behavior that evidenced the court's bias against defendant. Defendant abandoned these issues because he did not raise them in his statement of issues presented. *Check Reporting Services, Inc v Michigan National Bank-Lansing*, 191 Mich App 614, 628; 478 NW2d 893 (1991). Thus, we will not review these issues.

Remanded for additional findings consistent with the requirements of MCR 2.517. We do not retain jurisdiction.

/s/ Jane E. Markey
/s/ Gary R. McDonald
/s/ Michael J. Talbot