STATE OF MICHIGAN

COURT OF APPEALS

KARL WENDT FARM EQUIPMENT COMPANY, INC., KARL WENDT and DELORIS WENDT,

Plaintiffs-Appellants,

v

JERALD R. LOVELL, P.C.,

Defendant-Appellee.

UNPUBLISHED
November 26, 1996

No. 183962
LC No. 94-001144

Before: Hood, P.J., and Holbrook, Jr., and G.S. Buth,* JJ.

PER CURIAM.

In this legal malpractice case, plaintiffs appeal by right from an order granting defendant's motion for summary disposition pursuant to MCR 2.116(C)(7) and (10). We affirm.

On appeal, plaintiffs contend that the trial court improperly determined that their claim of legal malpractice was barred by the applicable two-year statute of limitation, MCL 600.5805; MSA 27A.5805. At issue is when defendant discontinued his representation of plaintiffs within the meaning of MCL 600.5838; MSA 27A.5838.

A lawyer discontinues serving his client pursuant to § 5838 when the client or the court relieves him of his obligation or when the lawyer completes a specific legal service that the lawyer was retained to perform. *Maddox v Burlingame,* 205 Mich App 446, 450; 517 NW2d 816 (1994); *Chapman v Sullivan,* 161 Mich App 558, 561-562; 411 NW2d 754 (1987). The documentary evidence submitted by the parties reveals that defendant was retained by plaintiffs in a prior federal district court case involving a contractual dispute between plaintiffs and International Harvester Company after a judgment of no cause of action was entered against plaintiffs. The retainer agreement provided that defendant was representing plaintiffs to move for a new trial and to appeal in the event that the motion was unsuccessful. Since the motion was unsuccessful, plaintiffs appealed to the federal court of appeals and the case was reversed in part. Thereafter, defendant sent plaintiffs a letter on June 4, 1991, which stated that his service was "at an end" unless International Harvester appealed to the United States

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

Supreme Court. As the trial court noted, an appeal to the United States Supreme Court did not come to fruition. Thus, defendant's service was completed on June 4, 1991. The fact that defendant later signed a substitution of counsel did not render defendant's termination of his representation of plaintiffs on June 4, 1991, meaningless. See *Dowker v Peacock*, 152 Mich App 669; 394 NW2d 65 (1986); *Berry v Zisman*, 70 Mich App 376, 379; 245 NW2d 758 (1976); *Basic Food Industries, Inc v Travis, Warren, Nayer & Burgoyne*, 60 Mich App 492, 496-497; 231 NW2d 466 (1975).

Furthermore, we decline plaintiffs' invitation to look to certain federal district court rules or rules of professional conduct regarding the issue of a lawyer's termination of service when this Court has previously addressed the issue. Because defendant discontinued serving plaintiffs on June 4, 1991, and plaintiffs filed their legal malpractice action on August 20, 1993, more than two years after the termination of the representation, the trial court properly found that plaintiffs' claim was time barred.

Having determined that plaintiffs' cause of action was time-barred, we need not address the issue of whether defendant's failure to raise the Farm and Utility Equipment Act, MCL 445.1451 *et seq.*; MSA 19.853(51) *et seq.*, in the underlying proceeding caused plaintiffs' damages.

Affirmed.

/s/ Harold Hood
/s/ Donald E. Holbrook, Jr.
/s/ George S. Buth