

STATE OF MICHIGAN
COURT OF APPEALS

ABBAS FARZAM and LINDA BOENING
FARZAM,

UNPUBLISHED
January 17, 1997

Plaintiffs-Appellants,

v

No. 187712
Saginaw Circuit Court
LC No. 93-055994-CH

WILLIAM A. PARLBERG and LYNNE M.
PARLBERG,

Defendants-Appellees.

Before: McDonald, P.J., and Murphy and M.F. Sapala,* JJ.

PER CURIAM.

Plaintiffs bought suit alleging that defendants had breached their buy/sell agreement with plaintiffs by refusing to purchase plaintiffs' house. Following a bench trial, the lower court granted judgment for defendants and ordered plaintiffs to return the earnest money defendants deposited with plaintiffs. Plaintiffs appeal by right. We affirm.

Plaintiffs argue that the trial court erred in finding that defendants had attempted to obtain the financing required pursuant to the buy/sell agreement between the parties but were denied. We disagree. The agreement expressly stated that it was contingent upon defendants' ability to secure a "Bridge Loan type mortgage." William Parlberg's and Helen Weitzmann's testimony support the conclusion that defendants attempted to secure, but were denied, a bridge loan. Consequently, we are not left with the definite and firm conviction that a mistake has been committed by the lower court. *Arco Industries Corp v American Motorists Ins Co*, 448 Mich 395, 410; 531 NW2d 168 (1995); *In re Forfeiture of \$19,259*, 209 Mich App 20, 29; 530 NW2d 759 (1995); MCR 2.603(C).

Affirmed.

/s/ Gary R. McDonald
/s/ William B. Murphy
/s/ Michael F. Sapala

* Recorder's Court judge, sitting on the Court of Appeals by assignment.