

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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CARIN MARIE MIRCH,

Plaintiff-Appellant,

v

WILLIAM JOSEPH MIRCH,

Defendant,

and

LEFKO GROUP, INC.,

Appellee.

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UNPUBLISHED

May 23, 1997

No. 188118

Oakland Circuit Court

LC No. 90-391482 DM

Before: Corrigan, C.J., and Young and M.J. Talbot\*, JJ.

MEMORANDUM.

The parties' divorce decree provided that net proceeds from sale of the marital home in excess of \$200,000 be used to pay the arbitrator and various experts, and that the circuit court retains jurisdiction to "interpret and enforce any and all provisions contained within this judgment of divorce" -- provisions unaffected by Docket No. 172648, in which plaintiff failed to apprise this Court that, pursuant to stipulation, she had agreed to dismiss her appeal. Plaintiff thus does not come before this Court with clean hands.

The first addendum required utilizing the proceeds from a new mortgage, in lieu of selling the marital home, to "pay off various attorney and accounting fees due and owing by both of the parties as per the judgment of divorce." Nonetheless, those fees remained unpaid. A second addendum liquidating the fees due to Coopers & Lybrand, making both parties jointly and severally for the debt was vacated because the issue had been "amicably resolved." Eventually, other fees remaining unpaid,

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

the trial court entered the third addendum to the judgment which is presently before this Court for review on leave granted. We affirm.

Plaintiff contends in essence that the trial court in a divorce proceedings lacks appropriate statutory authority to order payment from the marital estate to third persons. This case is being decided without oral argument pursuant to MCR 7.214(E). Assuming *arguendo*, notwithstanding RJA §§2164(1) and 2405(1), that the trial court lacked statutory authority to enter the third addendum to the judgment of divorce, the terms of the divorce decree, as amended, establish the parties' contractual agreement in this regard and confer on the trial court adequate authority, when combined with its retention of jurisdiction to interpret and enforce any and all provisions contained in the judgment, to issue an order of this nature. *Kasper v Metropolitan Life Ins Co*, 412 Mich 232, 238; 313 NW2d 904 (1981). The amended divorce judgment establishes an escrow fund for payment of expert witness fees, *inter alia*, from proceeds of the refinancing of the marital home. Plaintiff violated her obligation under the divorce decree, as amended, to place such funds in escrow for the payment of expert witnesses. The trial court's action reasonably redresses this breach of the decree and is not an abuse of discretion with respect to its interpretation of the provisions of previous decrees. *Greene v Greene*, 357 Mich 196, 202; 98 NW2d 519 (1959).

Additionally, plaintiff's failure to supply this Court with transcripts of any of the relevant proceedings precludes a finding of error requiring reversal or an abuse of discretion. *Admiral Ins Co v Brochert*, 194 Mich App 300; 486 NW2d 351 (1992).

Affirmed.

/s/ Maura D. Corrigan  
/s/ Robert P. Young, Jr.  
/s/ Michael J. Talbot