

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

---

UNIVERSAL JEWELRY,

Plaintiff-Appellant,

v

UNITED PARCEL SERVICE, INC.,

Defendant-Appellee.

---

UNPUBLISHED

September 28, 2001

No. 223994

Oakland Circuit Court

LC No. 98-010926-NZ

Before: Cavanagh, P.J., and Markey and Cooper, JJ.

MEMORANDUM.

Plaintiff appeals as of right from the circuit court's order dismissing its breach of contract claim against defendant. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Summary disposition of plaintiff's breach of contract complaint was proper under MCR 2.116(C)(10), since there was no genuine issue of material fact that the complained-of conduct did not breach the contract in question. That contract expressly stated that defendant could ship air service packages by ground transportation. Other documents showed that plaintiff knew that defendant had unlimited discretion under the contract to send air service packages by truck instead of by airplane or helicopter. Nothing in the contract supports plaintiff's argument that air service packages shipped by truck must be billed under ground service rates. Although the circuit court stated that it was granting summary disposition pursuant to MCR 2.116(C)(8), that misstatement or error does not require reversal since the circuit court reached the right result. See *Detroit v Presti*, 240 Mich App 208, 214; 610 NW2d 261 (2000).

Affirmed.

/s/ Mark J. Cavanagh

/s/ Jane E. Markey

/s/ Jessica R. Cooper