

STATE OF MICHIGAN
COURT OF APPEALS

LAWRENCE G. MADAY and CHERYL A.
MADAY,

UNPUBLISHED
December 16, 2008

Plaintiffs-Appellants-Cross-
Appellees,

v

HAROLD I. MILLER REAL ESTATE
DEVELOPMENT & LEASING and HAROLD I.
MILLER,

No. 278236
Bay Circuit Court
LC No. 03-003205-CH

Defendants-Appellees-Cross-
Appellants.

Before: Schuette, P.J., and Zahra and Owens, JJ.

ZAHRA, J. (Concurring in part and dissenting in part).

I respectfully dissent from Section IV of the majority opinion but agree with the majority in all other respects. There is no question that Lawrence Maday's testimony about the amount he paid for the repairs was not hearsay. However, I would conclude that the trial court nonetheless properly excluded this testimony. While courts have held that actual repair costs are admissible to determine damages in construction cases, the question in this case involves how that evidence was presented to the court. The trial court stated that it would have admitted the evidence if plaintiffs had presented the contractors to establish the foundation for the admission of the invoices. This would have been an appropriate procedure. *Citizens National Bank of Cheboygan v Mayes*, 133 Mich App 808, 812 n 2; 350 NW2d 809 (1984). Plaintiffs cite no Michigan cases that would have allowed the admission of the invoices without supporting testimony. Because this Court "will not reverse when the trial court reached the right result for the wrong reason," I would affirm. *Face Trading Inc v Department of Consumer and Industry Services*, 270 Mich App 653, 678; 717 NW2d 377 (2006).

/s/ Brian K. Zahra