

STATE OF MICHIGAN
COURT OF APPEALS

EDWARD A. JANOWICZ,

UNPUBLISHED
June 4, 1996

Plaintiff–Appellant,

v

No. 170309
LC No. 92-214500 CK

COLONIAL LIFE & ACCIDENT INSURANCE
COMPANY, RAY SCOTT, JACK CRAMPTON
and WILLIAM F. HILL,

Defendants–Appellees.

Before: Taylor, P.J. and Murphy and E. J. Grant,* JJ.

MEMORANDUM.

Plaintiff appeals as of right from a judgment entered upon a jury verdict in favor of defendant Colonial Life & Accident Insurance Company. We affirm.

Plaintiff contends that he is entitled to a new trial because parole evidence was improperly admitted to vary the terms of the written agreement. In contrast with his position on appeal, plaintiff argued the existence of ambiguity at trial and proffered parole evidence in order to alter and explain the very terms he now contends are unambiguous. Given these contrary positions, any error in the admission of parole evidence is not grounds for reversal. *Living Alternatives v Dep't of Mental Health*, 207 Mich App 482, 484; 525 NW2d 466 (1994); *Smith v Musgrove*, 372 Mich 329, 337; 125 NW2d 869 (1964).

We find that the trial court did not abuse its discretion in denying plaintiff's request to recall a witness to testify as a rebuttal witness because the testimony could have been introduced in plaintiff's case in chief. *Winiemko v Valenti*, 203 Mich App 411, 418-419; 513 NW2d 181 (1994).

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

Affirmed.

/s/ Clifford W. Taylor
/s/ William B. Murphy
/s/ Edward J. Grant