

STATE OF MICHIGAN
COURT OF APPEALS

JOSETTE QUEENER,

Plaintiff-Appellant,

v

CREDIT UNION ONE,

Defendant/Cross-Plaintiff-Appellee,

and

RONALD DROSTE,

Defendant/Cross-Defendant-
Appellee.

UNPUBLISHED

July 29, 2008

No. 278646

Macomb Circuit Court

LC No. 2006-004459-CK

Before: Saad, C.J., and Fort Hood and Borrello, JJ.

PER CURIAM.

Plaintiff appeals as of right from a circuit court order granting defendant Credit Union One's motion for summary disposition. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Defendant Ronald Droste's late brother, Kenneth Droste, was a member of Credit Union One, where he maintained a deposit account. As of November 2002, plaintiff was identified as the beneficiary of the account, which would entitle her to the funds upon Kenneth's death. MCL 490.82(2). In January 2004, Kenneth changed his beneficiary to his brother Ronald. After Kenneth died, the credit union paid the account balance to Ronald. Plaintiff argues that because the 2004 change of beneficiary was not supported by consideration or documented in writing, MCL 566.1, the change was ineffective and she remained the beneficiary entitled to the funds. The trial court ruled that the statute of frauds was inapplicable and granted defendant's motion.

We review the trial court's ruling on a motion for summary disposition de novo. *Kefgen v Davidson*, 241 Mich App 611, 616; 617 NW2d 351 (2000). Questions of law regarding the admissibility of evidence, including the proper application of the rules of evidence, are reviewed de novo. *Waknin v Chamberlain*, 467 Mich 329, 332; 653 NW2d 176 (2002).

Assuming that the various agreements governing a member's account constitute a contract between the account owner and the credit union, any change or modification to the contract is not valid unless it is supported by consideration or is in a writing "signed by the party against whom it is sought to enforce the change" or modification. MCL 566.1. The undisputed evidence showed that Kenneth appeared at the credit union on January 16, 2004, at which time a change of beneficiary was made. To effectuate the change, Kenneth had to produce identification for himself, the new beneficiary's social security number, and sign a change of beneficiary form. The credit union representative who handled the transaction testified that she followed that procedure, but the written form could not be located. At the time, the credit union was switching over to paperless electronic forms, but the change was not complete and either a paper form or paperless form could have been used. Further, the credit union was having problems with its new software. This evidence showed that a writing authorizing the change was executed, but could no longer be located. If a writing otherwise sufficient under the statute of frauds once existed but has been lost or destroyed, parol evidence is admissible to prove its contents and to enforce the contract. 4 Corbin, Contracts (rev ed), § 12.13, p 60; 37 CJS, Statute of Frauds, § 198, p 509; see also *Baroda State Bank v Peck*, 235 Mich 542, 546-547; 209 NW 827 (1926) (When an original is lost, parol or secondary evidence is competent evidence to establish the contents of the lost paper.). Because the parol evidence clearly showed that Kenneth had changed his beneficiary to Ronald, the trial court did not err in granting defendant's motion. This Court will not reverse where the trial court reached the right result for the wrong reason. *Netter v Bowman*, 272 Mich App 289, 308; 725 NW2d 353 (2006).

Affirmed.

/s/ Henry William Saad
/s/ Karen M. Fort Hood
/s/ Stephen L. Borrello