

STATE OF MICHIGAN
COURT OF APPEALS

DEBORAH SULLIVAN, Personal Representative
of the Estate of ROSE G. LAGAE, Deceased,

UNPUBLISHED
January 22, 2002

Plaintiff-Appellant,

v

ROSE LAGAE, Personal Representative of the
Estate of VALERE LAGAE, Deceased,

No. 227095
Macomb Probate Court
LC No. 99-161180-CZ

Defendant-Appellee.

Before: Talbot, P.J., and Smolenski and Wilder, JJ.

PER CURIAM.

In this real property dispute, plaintiff Deborah Sullivan appeals as of right from an order granting defendant Rose Lagae's motion for summary disposition. This case involves a dispute over the distribution of real property upon the death of Alexia Lagae and a writing purporting to settle her estate as between Valere Lagae and Oscar Lagae, her sole heirs. After Alexia's death, Oscar executed a writing in which he agreed to accept \$30,500 from Valere "as my full share of the estate, without any condition."¹ The estate included the real property at issue here, a home and property in Grosse Pointe Woods. The trial court granted defendant's motion for summary disposition, concluding that the writing qualified as a settlement and divestiture of Oscar's interest in Alexia's estate. We affirm.

Plaintiff asserts that the trial court erroneously granted defendant's motion for summary disposition and erroneously denied her motion for summary disposition regarding the validity of the agreement. We review the trial court's decision on a motion for summary disposition de novo. *Baker v Arbor Drugs*, 215 Mich App 198, 202; 544 NW2d 727 (1996). We conclude that the agreement entered into by Oscar and Valere was valid and binding on both parties. Therefore, Oscar retained no interest in Alexia's estate which could have been passed to plaintiff.

¹ There is no dispute that Oscar did in fact receive the agreed sum.

Courts favor the settlement of disputed matters, especially disputes arising from the distribution of estates. “Settlement of family difficulties or controversies arising out of the distribution of estates are favored, both at law and in equity, if at all reasonable and entered into understandingly.” *Detroit Trust Co v Neubauer*, 325 Mich 319, 334; 38 NW2d 371 (1949), quoting *Baas v Zinke*, 218 Mich 552, 554; 188 NW 512 (1922). Furthermore, the Legislature has specifically authorized the type of written settlement executed in the present case. MCL 700.3914(1) provides, in pertinent part:

Subject to the rights of creditors and taxing authorities, competent successors may agree among themselves to alter the interests, shares, or amounts to which they are entitled under the will of the decedent, or under the laws of intestacy, in any way that they provide in a written agreement executed by all who are affected by its provisions.

The competence of Oscar and Valere, at the time they executed the agreement, is not disputed in this case. Therefore, as the sole heirs to the estate of Alexia Lagae, Oscar and Valere could have legitimately reached their own agreement on the distribution of the estate, as long as they both executed a written agreement establishing such settlement.

Plaintiff first argues that the agreement does not control the distribution of the real property because the agreement was never recorded. While the agreement may not have observed all of the formalities that would allow it to be formally recorded, it clearly expressed an intent to convey all of Oscar’s interest in the estate, and fulfilled the requirements of MCL 700.3914. “It is well settled by prior decisions of this Court that an instrument of conveyance is good as between the parties even though not executed with such formalities as to permit it to be recorded.” *Irvine v Irvine*, 337 Mich 344, 352; 60 NW2d 298 (1953).

Plaintiff next argues that the agreement is not binding because it was never presented to or approved by the probate court. Although this state has long recognized the need for judicial approval of estate settlements in cases involving minors and unborn heirs, such approval is not required when the settlement involves parties legally competent to act on their own behalf. MCL 700.3914(1); *In re Peck’s Estate*, 323 Mich 11, 22; 34 NW2d 533 (1948); *In re Kehlman Estate*, 359 Mich 4, 6; 101 NW2d 349 (1960). Because the agreement executed by Oscar and Valere satisfied the requirements expressed in MCL 700.3914(1), the agreement is valid, without further verification by the probate court. *In re Estate of Meredith*, 275 Mich 278, 290; 266 NW 371 (1936); *In re Kehlman Estate*, *supra* at 6.

Our resolution of this issue being dispositive, we decline to decide whether Valere could have acquired title to the property through adverse possession. *Parsonson v Construction Equipment Co*, 18 Mich App 87, 90; 170 NW2d 479 (1969), *aff’d* 386 Mich 61; 191 NW2d 465 (1971).

Affirmed.

/s/ Michael J. Talbot
/s/ Michael R. Smolenski
/s/ Kurtis T. Wilder