

Cite as 2018 Ark. App. 295

ARKANSAS COURT OF APPEALS

DIVISION I

No. CV-17-953

DAVID MATTHEW EVANS

APPELLANT

V.

JOSEPH EVANS AND CAMILLE
BENNETT

APPELLEES

Opinion Delivered May 9, 2018

APPEAL FROM THE PULASKI
COUNTY CIRCUIT COURT,
THIRD DIVISION
[NO. 60PR-17-537]

HONORABLE CATHLEEN V.
COMPTON, JUDGE

AFFIRMED

BRANDON J. HARRISON, Judge

Pro se appellant David Evans appeals the Pulaski County Circuit Court order finding a family-settlement agreement valid and denying his claim that his brother, Joseph Evans, had mishandled their mother’s estate. He argues that he has been bullied by his siblings and denied his fair share of their mother’s estate. We affirm.

On 15 March 2017, David filed a “petition for probate of will and appointment of personal representative.” In the petition, he alleged that his mother, Joan Edwards Williams, had died on 19 December 2013, and that she had a written will that had not been admitted to probate. David alleged that Joseph had mishandled their mother’s estate and requested that the court “review” the estate. David also filed his mother’s will, which directed that her property be distributed equally between David, Joseph, and Joan’s stepdaughter, Camille Bennett. The will also appointed Joseph as executor.

In a supplemental pleading filed in May 2017, David explained that while his mother was in hospice care, Camille, who is a lawyer, presented papers for him to sign that would “keep [the will] out of probate.” He claimed that he had been “bullied” by Joseph and Camille since Joan’s death and that he did not receive his “full third” of his mother’s estate.

Joseph filed an answer in July 2017 and alleged that he, David, and Camille had entered into a parol family-settlement agreement on 9 December 2013 and that he (Joseph) distributed David’s share of their mother’s estate to him between 16 December 2013 and 9 January 2014. Joseph also asserted that any cause of action David might have had was barred by the statute of limitations for the enforcement of parol contracts, which is three years. In a supporting brief, Joseph explained:

The three devisees of Mrs. Williams’ will—Camille Bennett, Joe Evans III [Joseph], and David Matthew Evans—reached a parol agreement not to probate Mrs. Williams’ estate but to instead divide Mrs. Williams’ property out of Court. Part of the division of property was to give each devisee a paid off home. In performance of the parol agreement, Mrs. Bennett had a deed prepared in which she and David Matthew Evans disclaimed any present or future interest in Mrs. Williams’ residence. Joe Evans III executed the deed in his mother’s name under a valid power of attorney which is on file with the Pulaski County Circuit Clerk. In the weeks following his mother’s death, Joe Evans III paid for Mrs. Williams’ final expenses, paid off all known creditors, and paid over David Matthew Evans’ share of Mrs. Williams’ personal property. Joe Evans III paid over everything due David Matthew Evans by January 9, 2014.

The circuit court convened a hearing on 2 August 2017. David and Camille appeared pro se; Joseph was represented by counsel. After hearing testimony from all parties, the court took the matter under advisement. On 8 August 2017, the circuit court issued an order finding that the parties had voluntarily entered into a family-settlement agreement and

that there were no assets that would be subject to probate if the will was to be probated by the court. The court concluded:

1. The pleadings did not seek the appointment of an executor or administrator and, accordingly, this Court is not going to appoint an executor or administrator.
2. Even though this Court is not appointing an administrator or executor, the Court finds, based upon the testimony and documents provided at the hearing, that more than three years have passed since the Family Agreement was orally entered into by the parties, and the assets were conveyed under that agreement. Because no evidence was presented that any longer statute of limitations is applicable in this case, the statute of limitations for contesting the Family Agreement is three (3) years.
3. Accordingly based upon the facts presented, the Family Agreement is valid and all assets were properly distributed according to its terms. Therefore, there is no evidence that any assets are subject to probate.
4. Further, the transfer of assets was not mishandled by Joseph Evans III. Matthew [David] Evans presented no evidence that he is a proper creditor; and accordingly, this claim is denied.

David has now appealed from this order.

David's argument consists of various excerpts from case law; several subsections of Ark. Code Ann. § 23-47-204 (Supp. 2017), which governs deposit accounts; and various references to the record to support a general assertion that "there is nothing legal about what they did to cheat him" and that the "relief being sought from this court is a fair third." He also asserts that he was bullied, that Joseph and Camille did not discuss the finances with him, and that he is entitled to a third of his mother's estate as stated in her will. He asks for the entire estate to be accounted for and reviewed and that Joseph and Camille "be held criminally liable for their actions." Neither Joseph nor Camille filed a response brief.

Evans has failed to challenge the circuit court's findings that the parties voluntarily entered into a family-settlement agreement and that a three-year statute of limitations barred any challenge to the terms of this agreement. Because Evans has presented no pointed argument for reversal, we affirm the circuit court's order.

Affirmed.

VIRDEN and KLAPPENBACH, JJ., agree.

David M. Evans, pro se appellant.

One brief only.