

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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In re Estate of ROY EUGENE FOSTER, Deceased.

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PATRICK FOSTER, Personal Representative of  
the Estate of ROY EUGENE FOSTER, Deceased,

UNPUBLISHED

April 20, 2001

Petitioner-Appellant,

v

No. 220381

Wexford Circuit Court

Family Division

LC No. 96-003265-IE

DAVID J. FOSTER,

Respondent-Appellee.

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Before: Talbot, P.J., and Sawyer and F. L. Borchard\*, JJ.

PER CURIAM.

Petitioner appeals as of right from the family court's order dismissing his petition to determine ownership of assets. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Decedent was a partner in Olson Construction, a company located in Grand Cayman, British West Indies. Pursuant to an agreement executed on January 17, 1996, decedent loaned Olson \$50,000. The money was to be repaid in monthly installments of \$2,000. In a separate document executed on January 17, 1996, Olson and decedent agreed that in the event of decedent's death the loan payments would be made to respondent, decedent's son.

In August 1996, decedent died in Michigan. A dispute arose concerning ownership of assets consisting of the loan payments due from Olson. Petitioner contended that the payments were part of decedent's estate, and filed a petition to determine ownership of the assets. Petitioner sought a determination that the assets belonged to the estate, and an order requiring respondent to repay any sums received from Olson.

In a written opinion and order entered after a hearing, the family court dismissed the petition. Initially, the family court determined that Michigan's conflict of laws rules required

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

that Grand Cayman law be applied to determine the validity of the assignment agreement and the ownership of the disputed assets. *Chrysler Corp v Skyline Industrial Services, Inc*, 448 Mich 113; 528 NW2d 698 (1995). The court determined that it lacked jurisdiction to resolve the issue of the validity of the assignment agreement.

This case presents a question of law, which we review de novo on appeal. *Cardinal Mooney High School v Michigan High School Athletic Ass'n*, 437 Mich 75, 80; 467 NW2d 21 (1991).

Petitioner emphasizes that the family court (which fulfills the function of the former probate court) has jurisdiction to determine property rights and interests related to an estate, MCL 700.22(a); MSA 27.5022(a),<sup>1</sup> and contends that the family court erred by dismissing the petition to determine ownership of assets. We disagree and affirm. A family court has limited jurisdiction to determine probate matters, and derives its jurisdiction and power from statutory authority. *In re Haque Estate*, 237 Mich App 295, 302; 602 NW2d 622 (1999). The assets at issue were assigned to respondent via an agreement executed by decedent and Olson in Grand Cayman. Those assets could be considered part of decedent's estate only if the assignment agreement was deemed invalid. The family court properly concluded that the validity of the assignment agreement involved issues of contract law which it had no authority to resolve. The family court correctly concluded that absent a determination that the assignment agreement was invalid, it lacked jurisdiction over the assets because the assets were not considered part of decedent's estate. MCL 700.22(a); MSA 27.5022(a). The petition to determine ownership of the assets was properly dismissed.

Affirmed.

/s/ Michael J. Talbot  
/s/ David H. Sawyer  
/s/ Fred L. Borchard

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<sup>1</sup> MCL 700.22; MSA 27.5022 was repealed effective April 1, 2000, by 1998 PA 386, and replaced by MCL 700.1303; MSA 27.11303, which is substantially similar in content.