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Court Held That An Heir Of An Estate Who Released All Claims Against The Estate Via A Settlement Agreement No Longer Had Standing To Bring Suit

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In *In the Estate of Maberry*, the alleged common-law wife of an intestate decedent did not have standing to seek to remove the decedent's daughter as independent administrator because she was not an "interested person" following her voluntary release of all her rights in the estate in a settlement agreement. No. 11-18-00349-CV, 2020 Tex. App. LEXIS 10447 (Tex. App.—Eastland December 31, 2020, no pet. history). In the agreement, the alleged heir agreed to accept $2,000 "as consideration for compromise, settlement and release of all claim of [Harper] to any part of the Estate." The heir then contended that she did not release her right to receive an inheritance from the estate, she only released "claims" against the estate, and her right to receive an inheritance from the estate was not a claim against the estate. The court of appeals disagreed. It first discussed family settlement agreements:

> The settlement agreement and release executed by Harper and Bradshaw was in the nature of a family settlement agreement. The family settlement doctrine is applicable generally when there is a disagreement on the distribution of an estate and the beneficiaries enter into an agreement to resolve the controversy. Family settlement agreements are favored in law because they tend to put an end to family controversies by way of compromise.

Id. The court then held that he heir no longer had an interest in the estate as she released any such interest:

> The next step in our analysis is to determine the effect of the settlement agreement on Harper's status as an "interested person" under the Estates Code. Section 22.018(1) defines an "interested person" as "an heir, devisee, spouse, creditor, or any other having a property right in or claim against an estate being administered." Prior to the enactment of Section 22.018, the Texas Supreme Court held that "[t]he interest referred to must be a pecuniary one . . . . An interest resting on . . . any other basis other than gain or loss of money or its equivalent[] is insufficient." The Texas Supreme Court recently reaffirmed the *Logan* requirement in *Ferreira v. Butler*:

> The statutory definition of interested person includes anyone “having a property right in or claim against an estate”. We have reframed this standing test broadly as whether “the proponent[] possesse[s] a pecuniary interest to be benefited and affected by the probate of the will and one which would . . . be[] materially impaired in the absence of its probate.”
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> However, since the enactment of Section 22.018, Texas courts have differed in their analysis of whether a claimant who falls under the statutory categories of “devisee, heir, spouse, or creditor” must also have a pecuniary interest in order to have standing. A few courts have held that the plain language of Section 22.018 is that an heir, devisee, spouse, or creditor does not need to also have a pecuniary interest to have standing. Other courts have held that a spouse, devisee, or heir who no longer has a pecuniary interest in the estate has no standing in further probate proceedings. [T]he instant case involves a claimant who voluntarily released her rights to the estate. Harper lost standing by clearly and unambiguously agreeing to release any right or interest she had or may have had to the decedent’s estate. Accordingly, she no longer constituted an interested person under the Estates Code. We overrule Appellant’s sole issue on appeal.

Id.

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