

STATE OF MICHIGAN
COURT OF APPEALS

CAROLYN A. HUDIE, Administrator of the Estate of
GREGORY LANCE HUDIE, Deceased, and
ROBERT A. BETTS, guardian ad litem for
SHANNON HUDIE, GREGORY HUDIE, and
KRYSTAL HUDIE,

UNPUBLISHED
August 19, 1997

Appellees,

v

ROBERT HUDIE and AVONA HUDIE,

No. 193741
Tuscola Probate Court
LC No. 92-027232-SE

Appellants.

Before: Cavanagh, P.J., and Holbrook, Jr. and Jansen, JJ.

PER CURIAM.

Appellants appeal as of right from a probate court order determining property claims in relation to the estate of their deceased son, Gregory Lance Hudie. We affirm.

Appellants first argue that the probate court order should not have been entered because appellants were not provided with a proper accounting of the decedent's estate. However, appellants failed to move to set aside the order in the probate court. An issue not raised before the trial court is not properly preserved for appellate consideration. *McCready v Hoffius*, 222 Mich App 210, 218; 564 NW2d 493 (1997).

Appellants next claim that the order is invalid because the guardian ad litem did not act in the best interest of the minor children. However, appellants do not have standing to challenge the guardian's representation of the minor children. See *Donaldson v Alcona Co Bd of Co Road Comm'rs*, 219 Mich App 718, 722; 558 NW2d 232 (1996). Moreover, this issue was not addressed by the probate court. See *McCready, supra*. We therefore decline to review this allegation of error.

Finally, appellants maintain that the probate court order for settlement of the decedent's estate is not valid because it was signed only by the attorneys of record and not by the parties. Appellants have failed to cite any authority for their position and have therefore abandoned the issue. See *Marx v Dep't*

of Commerce, 220 Mich App 66, 81; 558 NW2d 460 (1996). Furthermore, pursuant to MCR 2.507(H), a written agreement between the parties or their attorneys is binding when subscribed by the party against whom the agreement is offered or the party's attorney. The order at issue was entered pursuant to an agreement of the parties and was signed as to form and content by the attorneys for all of the interested parties. Accordingly, we find no error requiring reversal. See *Nelson v Consumers Power Co*, 198 Mich App 82, 90; 497 NW2d 205 (1993).

Affirmed.

/s/ Mark J. Cavanagh

/s/ Donald E. Holbrook, Jr.

/s/ Kathleen Jansen