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**STATE OF MINNESOTA
IN COURT OF APPEALS
A09-1452**

In re the Estate of Delores M. Hangsleben,
a/k/a Delores May Hangsleben, Deceased.

**Filed July 6, 2010
Affirmed
Willis, Judge***

Polk County District Court
File No. 60-PR-08-1377

Gary A. Hangsleben, Grand Forks, North Dakota (pro se appellant)

Donald H. Leonard, Masee & Leonard, Ltd., East Grand Forks, Minnesota (for respondent Gail R. Halverson)

Considered and decided by Halbrooks, Presiding Judge; Worke, Judge; and Willis, Judge.

UNPUBLISHED OPINION

WILLIS, Judge

On appeal in this probate dispute, pro se appellant argues that certain of the district court's findings are not supported by the record. Because appellant does not challenge

*Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

the district court's conclusion that all of his claims be denied, and because, in any event, the record supports the district court's findings, we affirm.

FACTS

Delores M. Hangsleben died in January 2008 and was survived by her two children, Gail Halverson and Gary Hangsleben ("Hangsleben"). Delores Hangsleben's husband, Gust Hangsleben, who died in 1990, had been a farmer and was the sole owner of a corporation called Farmers Sales & Consignment, Inc. According to the decree of distribution filed in August 1995, all of his estate's property went to Delores Hangsleben.

Gail Halverson filed a petition for the probate of Delores Hangsleben's will and for her appointment as personal representative. Shortly thereafter, Hangsleben filed an objection to the district court's jurisdiction and to venue, an objection to the appointment of Halverson as personal representative, and an objection to the probate of the will. The district court denied Hangsleben's objections in their entirety.

In July 2008, Hangsleben filed a demand for notice and written statements of claim, alleging that Farmers Sales & Consignment owed him wages, profits, and other items, relating to the period 1984 - 1994. Halverson, as personal representative, disallowed all of Hangsleben's claims because (1) the factual basis alleged for the claims was untrue; (2) the claims relating to compensation due and ownership of real property and business interests "properly belonged in the Estate of Gust A. Hangsleben (which was settled in 1995), and do not relate to any personal liability of Delores M. Hangsleben"; and (3) all of the claims were beyond the applicable statutes of limitation.

In January 2009, Hangsleben sued the estate of Delores Hangsleben and filed a petition for allowance of claims. Hangsleben alleged that, at Delores Hangsleben's request, he provided services to her in connection with her farming operations and automobile sales, for which she owed him. The district court affirmed the personal representative's disallowance of Hangsleben's claims and denied his claims in their entirety. This appeal follows.

D E C I S I O N

Hangsleben argues that certain of the district court's findings are contrary to the evidence, but he does not contest the district court's conclusion that all of his claims be denied. In any event, we conclude from our review that the findings are supported by the record. In addition, all of Hangsleben's claims are based on events that occurred no later than 1995. Therefore, as the district court found, all of the claims are barred because they are subject either to a two-year, a three-year, or a six-year statute of limitations. Minn. Stat. §§ 541.07(5) (two-year or three-year limitations period), .05, subd. 1 (six-year limitations period) (2008). The district court further found that even if the six-year statute of limitations for fraud applies to the claims regarding insurance proceeds, remodeling expenses, and sale of the land, Hangsleben would have needed to pursue those claims no later than 1997. *See* Minn. Stat. § 541.05, subd. 1(6).

The application of a statute of limitations is a question of law, which we review de novo. *Day Masonry v. Indep. Sch. Dist.* 347, 781 N.W.2d 321, 326 (Minn. 2010). Hangsleben makes no argument in opposition to the district court's determination that his claims are barred by the applicable statutes of limitations, and we conclude that the

district court properly determined that the claims are time-barred. The district court did not err by affirming the personal representative's disallowance of Hangsleben's claims and by denying all of his claims in their entirety.

Hangsleben also alleges that more than \$2 million in assets were not reported in the probate of Gust A. Hangsleben's estate; that a sham contract existed for the sale of assets belonging to Gust Hangsleben and Hangsleben, totaling more than \$2 million; and that Delores Hangsleben was a victim of elder abuse by Halverson and her husband. The district court concluded that none of these allegations was properly before it and did not rule on them. This court "will not address an issue raised in the district court if the district court did not rule on the issue." *In re Will of Kipke*, 645 N.W.2d 727, 734 n.2 (Minn. App. 2002), *review denied* (Minn. Aug. 20, 2002). Because the district court did not rule on any of these allegations, we decline the invitation to address them on appeal.

Affirmed.