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Minn. Stat. § 480A.08, subd. 3 (2018).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A18-1208**

Carol Vanerka Stephens,
Appellant,

vs.

Stephen Stephens,
Respondent.

**Filed March 4, 2019
Affirmed
Rodenberg, Judge**

Ramsey County District Court
File No. 62-CV-16-1995

Carol Vanerka Stephens, St. Paul, Minnesota (pro se appellant)

Colby B. Lund, Jeffrey M. Markowitz, Arthur, Chapman, Kettering, Smetak & Pikala,
P.A., Minneapolis, Minnesota (for respondent)

Considered and decided by Rodenberg, Presiding Judge; Reilly, Judge; and
Bratvold, Judge.

UNPUBLISHED OPINION

RODENBERG, Judge

Appellant Carol Stephens challenges the district court's grant of summary judgment to her children, respondent Stephen Stephens and D.S.,¹ on appellant's petition to reform a deed and her equitable-interest claim relating to the home in which appellant resides.

¹ D.S. is not a party to this appeal.

Appellant appears to argue on appeal that the district court erred in granting respondent summary judgment on appellant's reformation claim and her "equitable interest" claim, and that appellant's due-process rights were violated. We affirm.

FACTS

In 1981, appellant and her mother, R.V., purchased real property in Forest Lake (Forest Lake property) as joint tenants. Around five years later, R.V. conveyed, by quitclaim deed, her one-half interest in the Forest Lake property to a custodian for her then-minor grandchildren, respondent and D.S. This transfer of interest "modified the part[ies'] interest in the property from joint tenants to tenants in common." In 1998, the custodian, in turn, quitclaimed the half interest formerly owned by R.V. to respondent and D.S. in two one-quarter interests. As a result, the Forest Lake property was held as follows: appellant's one-half interest, respondent's one-quarter interest, and D.S.'s one-quarter interest.

The Forest Lake property was sold in November 2000. Appellant signed the warranty deed conveying the property herself and as "attorney in fact" for respondent and D.S.

Respondent and D.S. never received any funds from the sale of the Forest Lake property, but in December 2000, appellant purchased real property in St. Paul (St. Paul property) for herself, respondent, and D.S. as joint tenants, using all of the sale proceeds from the Forest Lake property. The sellers of the St. Paul property conveyed the property by warranty deed as follows: an undivided one-half interest to appellant, an undivided one-quarter interest to respondent, and an undivided one-quarter interest to D.S. The certificate of title for the St. Paul property indicated the same interest allocation after a later

correction.² Appellant also signed several affidavits indicating that D.S. and respondent were co-purchasers of the St. Paul property. In two affidavits, respondent and D.S. swore that appellant told them she was purchasing the St. Paul property for the three of them “as joint tenants.” Respondent and D.S. never resided long-term at the St. Paul property and never paid for “mortgage payments, property taxes, maintenance, repairs and insurance on the St. Paul property.” Appellant has never paid respondent and D.S. for her use and occupancy of the property.

In April 2016, appellant petitioned the district court to reform the St. Paul property’s deed and amend its certificate of title to grant her sole ownership of the property. An initial examiner’s report was issued in June 2016 which indicated that an amended petition may be required due to the unusual nature of appellant’s claims. In October 2016, appellant filed an amended petition, seeking either reformation of the deed and title for the St. Paul property so as to reflect appellant as the sole owner or, in the alternative, for the district court to determine that appellant was equitably entitled to sole ownership of the St. Paul property. A supplemental examiner’s report was issued in November 2016, which stated notice of the action should be given to respondent and D.S.

In January 2018, respondent moved for summary judgment, supporting his motion with several affidavits. Appellant did not file any responsive, opposing memorandum. The district court held a hearing on respondent’s summary judgment motion. The district court

² In 2014, appellant successfully reformed the St. Paul property’s certificate of title to correct an error concerning her interest percentage in the property. The reformation corrected her interest from an undivided one-quarter interest to an undivided one-half interest.

determined that the St. Paul property was Torrens property. The district court noted that appellant had not properly filed any documents in the record with the district court and that “[a]t the hearing, [appellant] did not dispute the authenticity of those exhibits offered by [r]espondent prior to the hearing or exhibit, H-2, which was received without objection.”

At the hearing, the district court ensured appellant was:

[G]iven an opportunity to offer authority for her position and to offer testimony and exhibits in support of her petition. Other than her testimony, [appellant] offered nothing for the record, nor did she supply the court with any legal authority in opposition to the motion. Therefore, the only record before the [district] [c]ourt is the original Petition, the Amended Petition, the affidavits and exhibits offered by [respondent], as well as the arguments and testimony at the hearing.

The district court later granted summary judgment for respondent, concluding that:

The deeds are all clear and unambiguous as to the interest being conveyed. The Certificate of Title correctly reflects the interests stated in the deed for the St. Paul property. The [district] [c]ourt has no basis for reforming or changing the deed to the St. Paul property, or amending the certificate of title.

. . . .

. . . The [district] [c]ourt finds that [appellant] has not met her burden [of presenting specific facts that raise a genuine issue for trial], therefore the [district] [c]ourt grants [respondent’s]³ Motion for Summary Judgment, and dismisses this case.

This appeal follows.

³ The district court order stated that it was granting “plaintiff’s” motion for summary judgment. Appellant did not move for summary judgment, and the district court dismissed appellant’s petition for reformation. The references to “plaintiff’s” summary judgment motion appears to be a clerical mistake by the district court.

DECISION

A district court shall grant a motion for summary judgment when a moving party “shows that there is no genuine issue as to any material fact and the movant is entitled to judgment as a matter of law.” Minn. R. Civ. P. 56.01.⁴ Appellate courts apply a de novo standard in reviewing a district court’s grant of summary judgment against a claim of reformation. *SCI Minn. Funeral Servs., Inc. v. Washburn-McReavy Funeral Corp.*, 795 N.W.2d 855, 860-61 (Minn. 2011) (The “standard of review does not change simply because the claims at issue are for equitable relief.”). Appellate courts “review the grant of summary judgment . . . to determine whether there are genuine issues of material fact and whether the district court erred in its application of the law.” *Montemayor v. Sebright Prods., Inc.*, 898 N.W.2d 623, 628 (Minn. 2017) (quotation omitted). Facts are material if their resolution impacts a case’s outcome. *O’Malley v. Ulland Bros.*, 549 N.W.2d 889, 892 (Minn. 1996). In order to establish a prima facie case for reformation, a “plaintiff must establish [the necessary] elements through evidence which is clear and consistent, unequivocal and convincing.” *SCI*, 795 N.W.2d at 865 (quotation omitted). In reviewing a grant of summary judgment, “we view the evidence in the light most favorable to the nonmoving party . . . and resolve all doubts and factual inferences against the moving

⁴ The district court applied the former version of rule 56, which was recently “revamped” to more “closely follow” the federal rules. Minn. R. Civ. App. P. 56 2018 advisory comm. cmt. When promulgating amendments to rule 56, effective on July 1, 2018 and applicable to pending cases, the supreme court specifically indicated that amended language on the standard for granting summary judgment reflects recent Minnesota caselaw. *Order Promulgating Amendments to the Rules of Civil Procedure*, No. ADM04-8001 (Minn. Mar. 13, 2018). Because the legal standard is unchanged, we cite to the current version of rule 56, even though the district court’s decision was issued before the amended rule took effect.

part[y].” *Rochester City Lines, Co. v. City of Rochester*, 868 N.W.2d 655, 661 (Minn. 2015).

I. The district court did not err by granting respondent’s motion for summary judgment on appellant’s “equitable interest” claim.

Appellant appears to argue that the district court erred by granting summary judgment for respondent on appellant’s “equitable interest” claim. However, “equitable relief cannot be granted where the rights of the parties are governed by a valid contract.” *U. S. Fire Ins. Co. v. Minn. State Zoological Bd.*, 307 N.W.2d 490, 497 (Minn. 1981); *see also Colangelo v. Norwest Mortg., Inc.*, 598 N.W.2d 14, 19 (Minn. App. 1999), *review denied* (Minn. Oct. 21, 1999).

Appellant’s “equitable interest” claim is based on a theory that the Forest Lake property’s joint-tenancy was not properly severed by R.V. and all proceeds from the sale of the Forest Lake property remained appellant’s following R.V.’s death. Appellant claimed that she is equitably entitled to sole ownership of the St. Paul property.

In its order, the district court noted that “neither the facts nor the law support an equitable action such as this” and that, even if everything appellant claims is true, appellant is not entitled to equitable relief. The district court also found that R.V. validly conveyed her one-half interest in the Forest Lake property to respondent and D.S., and the previous owners of the St. Paul property validly conveyed the St. Paul property to appellant, respondent, and D.S. The district court concluded that, because there were “two valid deeds conveying the property to these three persons, and establishing the ownership interests in each parcel, equitable concepts do not apply.”

We agree with the district court that summary judgment on appellant’s “equitable interest” claim is proper. Appellant fails, even in the light most favorable to her, to raise any genuine issue of material fact that would entitle her to equitable relief.

II. The district court did not err by granting respondent’s motion for summary judgment on appellant’s reformation claim.

Appellant appears to contend that the district court erred by granting summary judgment in favor of respondent and D.S. on appellant’s reformation claim. Appellant’s reformation claim was premised on contention that the previous owners of the St. Paul property “intended to convey the property to the person who had the right to take the property,” and that all parties to the deed were “mutually mistaken in the belief” that respondent and D.S. were entitled to an interest in the St. Paul property.

“Reformation is an equitable remedy that is available when a party seeks to alter or amend language in a contract so that the contract reflects the parties’ true intent when they entered into the contract.” *SCI*, 795 N.W.2d at 864. A court may order the reformation of a written instrument when a plaintiff proves that:

(1) there was a valid agreement between the parties expressing their real intentions; (2) the written instrument failed to express the real intentions of the parties; and (3) this failure was due to a mutual mistake of the parties, or a unilateral mistake accompanied by fraud or inequitable conduct by the other party.

Id. at 865 (quoting *Nichols v. Shelard Nat’l Bank*, 294 N.W.2d 730, 734 (Minn. 1980)). A deed is a written instrument and reformation “generally involves the *original* parties to an instrument and those in privity with the original parties.” *Slindee v. Fritch Invs., LLC*, 760 N.W.2d 903, 911 (Minn. App. 2009) (quotation omitted).

In its order, the district court carefully applied law concerning reformation of a written instrument and concluded that “the deed is not an agreement between [appellant] and her children. It is a document from the prior owners conveying the property to [appellant] and her children. As such, it is not a document subject to reformation.” The district court concluded that the deed to the St. Paul property is not ambiguous and “clearly shows that [appellant] and her children were the ones to whom the property was conveyed.” The district court also noted that the contemporaneous evidence demonstrates appellant’s intent at that time to have respondent and D.S. reflected as owners of the property. Finally, the district court concluded that appellant’s argument that the prior “dealings on the Forest Lake property somehow affect the ownership interests in the St. Paul property” misses the point of an action for reformation of an instrument.

Appellant fails to argue, let alone point to a genuine issue of material fact, on any element of this claim. First, appellant points to no evidence in the record that contradicts the district court’s determination that the deed was not an agreement subject to reformation. Second, appellant does not point to any evidence in the record that demonstrates that the deed “failed to express the real intentions of the parties” at the time it was signed. Finally, appellant fails to point to any evidence in the record supporting that the deed’s failure to express the parties’ true intent “was due to a mutual mistake of the parties, or a unilateral mistake accompanied by fraud or inequitable conduct by the other party.” *SCI*, 795 N.W.2d at 865.

Appellant misunderstands the nature of reformation. As appellant has repeatedly stated, she does not seek to *correct* the deed; instead she seeks to *alter* it in order to obtain

full ownership of the St. Paul property. Reformation proceedings are for correcting a document to its intended original meaning, not for adjusting a document based on a familial falling out. *See SCI*, 795 N.W.2d at 864.

Accordingly, we affirm the district court's grant of summary judgment on appellant's reformation claim.

III. Appellant's due-process claims are not properly before this court.

Appellant contends that her due-process rights were violated by the actions of opposing counsel, the district court, and the examiner of titles. Appellate courts do not typically consider constitutional issues that were not raised in the district court. *St. Aubin v. Burke*, 434 N.W.2d 282, 284 (Minn. App. 1989), *review denied* (Minn. Mar. 29, 1989). Appellant raises, for the first time on appeal, a potpourri of due-process claims. *See id.* She cites no legal authority in support of her argument and does not provide a coherent argument that her due-process rights were violated. *Brodsky v. Brodsky*, 733 N.W.2d 471, 479 (Minn. App. 2007) (a party who inadequately briefs an argument waives it). We, therefore, decline to further address appellant's due-process arguments.

We affirm the district court's grant of summary judgment. We commend the district court's thoughtful and thorough consideration of appellant's claims. We also note that our decision affirming the district court is made with the understanding that respondent agrees to voluntarily provide appellant a life estate in his interest, and that neither respondent nor D.S. "has any intent to ever displace [appellant] from the Saint Paul property or to otherwise require her to sell it. Ever."

Affirmed.