

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A20-0853**

Taofeek Ishola,
Appellant,

vs.

Lab Drugs & Medical-Trans-Supplies LLC,
d/b/a Polar Pharmacy & Medical Supplies, et al.,
Respondents.

**Filed January 4, 2021
Affirmed
Slieter, Judge**

Washington County District Court
File No. 82-CV-19-1843

Taofeek Ishola, Brooklyn Center, Minnesota (*pro se* appellant)

Michael Fondungallah, Fondungallah & Kigham, LLC, St. Paul, Minnesota (for respondents)

Considered and decided by Jesson, Presiding Judge; Cochran, Judge; and Slieter, Judge.

NONPRECEDENTIAL OPINION

SLIETER, Judge

In this appeal challenging the dismissal of his declaratory-judgment action, appellant argues that the district court erred in concluding that he failed to demonstrate he is entitled to an equal distribution of the vehicle's value. Because the district court was

correct in concluding that appellant failed to establish the existence of a valid contract which entitles him to one-half of the vehicle's value, we affirm.

FACTS

In 2012, while appellant Taofeek Ishola was living with his former spouse, respondent Lola Ishola (the owner of respondent Lab Drugs & Medical-Trans-Supplies LLC), a new Toyota Land Cruiser was purchased. The vehicle was titled in the names of appellant and respondent Lab Drugs and each signed the retail installment sales contract to obtain financing of the vehicle. In 2019, approximately one and one-half years after appellant had moved out of respondent's home, appellant, a self-represented litigant, commenced this declaratory-judgment action seeking possession of the vehicle. The complaint requested that the district court order respondents to transfer the vehicle and title to appellant so that appellant could sell the vehicle and pay off the vehicle loan, with appellant ultimately receiving one-half of the proceeds.

During the court trial, the district court heard testimony from appellant, who continued to appear *pro se*. Following appellant's testimony, the district court granted respondents' motion for involuntary dismissal pursuant to Minn. R. Civ. P. 41.02(b).¹ The district court concluded that although appellant's name was on the vehicle title and the retail installment sales contract, appellant had "failed to submit any evidence regarding an

¹ Respondents made an oral motion for a judgment as a matter of law pursuant to Minn. R. Civ. P. 50.01(a). However, the district court correctly noted that such motions are only appropriate in the context of jury trials and the court-trial equivalent is pursuant to rule 41.

offer between himself and [respondents] that he is entitled to half the interest in the vehicle.” The district court dismissed appellant’s complaint. This appeal follows.

DECISION

Appellant argues that the district court erred in dismissing his complaint. Specifically, appellant argues that the loan agreement and title record unambiguously establish that he is an owner of the vehicle and that the district court therefore should have both declared his ownership rights to the vehicle and granted him one-half equity of the vehicle. For the reasons set forth below, we disagree.

Appellate courts “review a district court’s application of the law de novo.” *Harlow v. State, Dep’t of Human Servs.*, 883 N.W.2d 561, 568 (Minn. 2016). When the district court correctly interprets and applies the law, an appellate court “evaluate[s] the district court’s” dismissal pursuant to Minn. R. Civ. P. 41.02 “under an abuse of discretion standard.” *Modrow v. JP Foodservice, Inc.*, 656 N.W.2d 389, 395 (Minn. 2003).

Though not specifically pleaded in appellant’s complaint, the district court considered appellant’s action as asserting a claim for breach of contract. The record supports the district court’s conclusion. Appellant testified that his goal was to “cash out [his] interest” in the vehicle, implying that there was an arrangement entitling him to such payment. The district court correctly noted that the declaratory-judgment statute allowed it to consider whether a contract existed entitling appellant to the relief requested: “Any person interested under a . . . written contract, or other writings constituting a contract . . . may have determined any question of construction or validity arising under

the . . . contract . . . and obtain a declaration of rights, status, or other legal relations thereunder.” Minn. Stat. § 555.02 (2018).

The district court found that there was no contract between appellant and respondent, and determined dismissal to be appropriate. The existence of a contract is a question of fact. *Morrisette v. Harrison Int’l Corp.*, 486 N.W.2d 424, 427 (Minn. 1992). The issue of contractual formation is decided objectively by the words and actions of the parties, not by their subjective mental intent. *Hill v. Okay Constr. Co.*, 252 N.W.2d 107, 114 (Minn. 1977). For a contract to be binding, there must be an offer, acceptance, and consideration. *See Cederstrand v. Lutheran Bhd.*, 117 N.W.2d 213, 219-221 (Minn. 1962).

The district court correctly determined that the retail installment sales contract, though properly executed and signed by appellant and respondent Lab Drugs, was a contract between appellant and respondents as borrowers and Toyota as the lender and, thus, not a contract between the parties. Furthermore, the district court found—on the basis of appellant’s testimony and all the evidence submitted at trial—that no written or oral contract existed between appellant and respondents regarding a purported right by appellant to demand a court-ordered sale of the vehicle and to receive a one-half value in the net sale proceeds.

This finding was supported by the record and, therefore, not erroneous. Appellant testified that he made no down payment on the vehicle and that respondent Lola Ishola traded in her former vehicle at the time of purchase. Appellant testified that respondents made the majority of vehicle payments and appellant’s bank records showed only two payments made by appellant. Based upon appellant’s testimony that he was the

“breadwinner” and was expected to pay a number of household and utility expenses while living with respondent, the district court found that the two vehicle payments made by appellant towards the vehicle were “household payments” and not part of a purported contract between appellant and respondents. Indeed, appellant testified that there was no explicit agreement between appellant and respondents regarding appellant making payments for the vehicle or other household expenses that would entitle him to the interest he seeks in the vehicle.

We conclude that the district court did not err in finding that there was no evidence of a contract between appellant and respondents entitling appellant to receive one-half the value of the vehicle through a court-ordered sale. The district court did not abuse its discretion in dismissing appellant’s claim. ²

Affirmed.

² Appellant argues that, pursuant to Minn. Stat. § 168A.10 (2018), the presence of his name on the title constitutes conclusive evidence that he is an owner of the vehicle, and that the district court erred in concluding the opposite. *Am. Nat. Gen. Ins. Co. v. Solum*, 641 N.W.2d 891, 896-97 (Minn. 2002). However, whether appellant is an owner of the vehicle is irrelevant to the ultimate remedy he seeks and therefore does not affect our decision.