

*This opinion is nonprecedential except as provided by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
A22-0843**

James F. Christie,
Appellant,

vs.

Estate of Dilman Christie, et al.,
Respondents,

Charles Christie, et al.,
Defendants.

**Filed February 21, 2023
Affirmed
Kirk, Judge***

Fillmore County District Court
File No. 23-CV-13-70

Matthew C. Berger, Gislason & Hunter LLP, New Ulm, Minnesota (for appellant)

Ken D. Schueler, John T. Giesen, Dunlap & Seeger, P.A., Rochester, Minnesota (for respondents)

Considered and decided by Cochran, Presiding Judge; Larson, Judge; and Kirk, Judge.

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

NONPRECEDENTIAL OPINION

KIRK, Judge

Appellant challenges the jury verdict in favor of respondents, arguing that (1) the district court erred by failing to independently weigh the evidence and make its own factual findings on appellant's equitable claims for specific performance and unjust enrichment; (2) the evidence does not support the unjust enrichment verdict; and (3) the evidence does not support the jury's finding that appellant owes \$100,000 for outstanding loans. We affirm.

FACTS

This is the third appeal in this intra-family dispute arising from a conveyance of farmland, and the following evidence comes from the third trial.¹ Appellant James Christie was a farmer, and in 2004, he was approximately \$550,000 in debt. He owned 470 acres that were valued at \$1.2 million. He did not want to sell his land, but to satisfy his debts, appellant transferred all 470 acres of farmland to his parents, Dilman and Dorothy Christie. In exchange for the transfer of land, his parents took out a mortgage from AgStar Financial Services for \$584,000, that was secured by the 470 acres, and used \$550,000 of it to pay off appellant's loans.

After transferring the land, appellant's parents rented the land to appellant for \$125 per acre per month. The amount was calculated to cover the principal and interest payments

¹ See *Christie v. Estate of Christie*, No. A14-2196 (Minn. App. Oct. 5, 2015) (*Christie I*); *Christie v. Estate of Christie*, No. A16-1244 (Minn. App. Apr. 24, 2017) (*Christie II*), *rev'd*, 911 N.W.2d 833 (Minn. 2018) (*Christie III*).

on the AgStar loan and the property taxes, and the full amount of the rent went towards paying back the AgStar loan. Appellant then subleased the land beginning in 2006 and used the extra money to pay additional principal on the mortgage. Between November 27, 2007, and January 25, 2011, appellant made additional principal payments to AgStar, totaling approximately \$175,000.

Appellant also borrowed money from his parents to finance his business operations. According to a ledger that his brother created based on his father's ledger, appellant owed \$185,000 for these loans at the end of 2011.

In May 2012, appellant made additional principal and interest payments on the AgStar loan, fully satisfying it. Appellant claimed that he and his parents had an oral agreement that they would transfer the land back to him once the AgStar loan was paid off; however, when he paid off the loan, the parcels were not transferred to appellant. Appellant's father died in June 2012.

In November 2012, appellant brought this action against respondent Estate of Dilman Christie, his mother, his brother, and his brother's wife.² Appellant alleged that his parents breached an oral contract, and therefore, he was entitled to damages and specific performance. Appellant also claimed that respondents were unjustly enriched. Respondents denied the allegations and asserted counterclaims for breach of contract for appellant's alleged failure to repay the money he had borrowed from his parents.

² Appellant's mother passed away after the case began, and her estate was substituted as a party. The claims against appellant's brother and his brother's wife were resolved before the first trial. *Christie I*, 2015 WL 5825096, at *2 n.2. They did not take part in this appeal.

In 2014, the parties tried the case to a jury. Respondents moved for judgment as a matter of law. The district court granted their motion, concluding that (1) there was insufficient evidence that the parties had entered into a contract; (2) the promised transfer of land was unenforceable under the statute of frauds; and (3) appellant was entitled to \$484,270.92 on his claim of unjust enrichment. *See Christie I*, 2015 WL 5825096, at *2-3. The court of appeals reversed and remanded for a new trial, concluding that there was sufficient evidence of an oral contract to submit the case to a jury. *Id.* at *5.

In 2016, the parties tried the case to a jury for the second time. After the trial, respondents moved for a new trial, arguing that the district court instructed the jury on the wrong standard of proof. *Christie III*, 911 N.W.2d at 837. The district court rejected this argument. *Id.* This court affirmed, concluding that the district court did not err. *Id.* The supreme court reversed this court's decision, concluding that that the district court erred in using the preponderance-of-the-evidence standard instead of the clear-and-convincing-evidence standard and remanded to the district court for a new trial. *Christie III*, 911 N.W.2d at 840-41.

In February and March 2022, the parties tried the case to a jury for the third time. The jury found that (1) appellant did not prove that he had an oral contract with his parents; (2) respondents did not receive something of value from him to which they were not entitled; and (3) appellant caused respondents \$100,000 in damages by breaching the loan agreement.

Appellant appeals.

DECISION

I. Appellant’s argument that the district court should have made its own factual findings is not before this court.

Appellant contends that “the district court erred by failing to independently weigh the evidence and make its own factual findings on [his] equitable claims for specific performance and unjust enrichment.”

“[T]he doctrine of invited error . . . precludes a party from asserting error on appeal which he invited or could have prevented in the court below.” *In re Hibbing Taconite Mine & Stockpile Progression*, 888 N.W.2d 336, 344 (Minn. App. 2016) (quotation omitted). In a pre-trial brief, respondents argued that appellant’s specific-performance claim required a court trial. In response, appellant argued that he had the right to a jury trial on the specific performance issue. Appellant cannot switch his argument and now object to the jury trial on appeal. *See id.*

Moreover, this court generally considers only those matters “that the record shows were presented and considered by the [district] court in deciding the matter before it.” *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988) (quotation omitted). Appellant raises the argument that the district court failed to make its own factual findings on his unjust enrichment claim for the first time on appeal. Therefore, this issue is not before this court.³

³ Appellant contends that *Thiele* only applies to “issues raised and decided during trial,” relying on *Sauter v. Wasemiller*, 389 N.W.2d 200 (Minn. 1986). But the issue in *Sauter* was whether a party’s failure to move for a new trial precluded appellate review of alleged trial errors. *Id.* at 201. *Sauter* did not—as appellant contends—limit *Thiele* to issues that could be raised during the trial.

II. The evidence presented at trial supports the jury's finding that respondents were not unjustly enriched.

Appellant contends that the evidence at the third trial was not sufficient to support the jury's verdict, arguing that respondents were unjustly enriched by the payments that he made on the AgStar loan and because, at the time he transferred the land to his parents, the value of the land exceeded the value that they gave for the property.⁴

Because appellant did not file any post-trial motions, the only question for this court is “whether the evidence sustains the findings of fact and whether such findings sustain the conclusions of law and the judgment.” *Novack v. Nw. Airlines, Inc.*, 525 N.W.2d 592, 596 (Minn. App. 1995) (quoting *Gruenhagen v. Larson*, 246 N.W.2d 565, 569 (Minn. 1976)). Considering the evidence in the light most favorable to the prevailing party, *Kidwell v. Sybaritic, Inc.*, 784 N.W.2d 220, 229 (Minn. 2010), we determine whether the evidence is sufficient by applying “the rules of law laid down in the charge,” *Coenen v. Buckman Bldg. Corp.*, 153 N.W.2d 329, 334 (Minn. 1967).

Here, the jury instructions “are the law of the case” because appellant does not contend that the district court erred in its jury instructions. *Wolner v. Mahaska Indus., Inc.*, 325 N.W.2d 39, 42 (Minn. 1982). The district court instructed the jury on unjust enrichment as follows:

⁴ Appellant also contends that the district court erred because it did not expressly vacate its prior finding on his unjust enrichment claim before it submitted the claim to the jury. But in his proposed special verdict form, appellant requested that the district court submit the unjust enrichment claim to the jury. Because appellant acquiesced in submitting unjust enrichment to the jury, he cannot object to it on appeal. *See Am. States Ins. Co. v. Ankrum*, 651 N.W.2d 513, 523 (Minn. App. 2002) (stating that “[h]aving acquiesced in submitting the issue to the jury, [the plaintiff] cannot object to it on appeal”).

An unjust enrichment claim may be founded upon a failure of consideration, fraud, or a mistake, or situation where it would be morally wrong for one party to enrich himself at the expense of another. Unjust enrichment exists when a party gains a benefit from another party and it would be morally wrong for one party to enrich itself at the expense of the other.

The following elements support a claim for unjust enrichment: (1) defendant knowingly received something of value from the plaintiff, (2) the defendant is not entitled to the benefit received, and (3) circumstances exist that would make it unjust for the defendant to retain the benefit received without compensation to the plaintiff.

Damages for unjust enrichment are the amount that the defendant unjustly retained, not the plaintiff's expenditure or loss.

In its special verdict, the jury found that respondents did not "receive something of value from [appellant] to which they were not entitled" and that appellant did not prove "that he had an oral contract with [respondents] to transfer 470 acres of farmland to him upon satisfaction of the AgStar mortgage." Appellant does not dispute the jury's finding that appellant did not have an oral contract with respondents.

Here, the evidence shows that the land was going to be foreclosed upon and that appellant did not want to sell his land. To avoid foreclosure, appellant transferred 470 acres of farmland to his parents. His parents then took out a \$584,000 loan on the land and used \$550,000 to pay off appellant's debts. Appellant decided to transfer his land to his parents for less than its market value of \$1.2 million because he "ha[d] love for his land, and that was [his] income stream so [he] wanted to make it work." Moreover, after appellant transferred the land to his parents, he rented the land back from them. His rent payments were applied to the mortgage. Appellant knew the value of his land and decided

to transfer it to his parents at a lower price and rent it back from them. Considering the evidence in the light most favorable to respondents, the prevailing parties, appellant did not present any evidence to demonstrate that the transfer and subsequent payments on the mortgage were due to “failure of consideration, fraud, or a mistake, or situation where it would be morally wrong for one party to enrich himself at the expense of another.” Therefore, the evidence is sufficient to support the jury’s verdict.

III. The evidence presented at trial supports the jury’s finding that appellant’s breach of the loan agreement caused respondents \$100,000 in damages.

Appellant also contends that the evidence in the record does not support the jury’s verdict that appellant owes respondents \$100,000 for breaching the loan agreement.⁵

Appellate courts should not set aside a jury verdict on damages “unless it is manifestly and palpably contrary to the evidence viewed as a whole and in the light most favorable to the verdict.” *Raze v. Mueller*, 587 N.W.2d 645, 648 (Minn. 1999) (footnote and quotations omitted). We determine whether the evidence is sufficient by applying “the rules of law laid down in the charge.” *Coenen*, 153 N.W.2d at 334.

The district court instructed the jury on damages as follows:

Deciding damages for breach of a contract. In answering any questions on the verdict form as to damages, you are to determine the amount of money that will fairly and adequately compensate either party for damages caused by the breach of contract. The damages award, if any, should put

⁵ Respondents contend that appellant forfeited this issue because he “did not argue that the district court was supposed to make independent findings on the Estate’s loan claim or defer to the parties’ previous stipulation.” But when appellant does not file any post-trial motions, this court can determine whether the evidence is sufficient to support the jury’s verdict. *See Novack*, 525 N.W.2d at 596.

either party in the position he would have been in if the contract had not been breached by the other party.

Appellant contends that the evidence does not support the jury's finding that his breach of the loan agreement caused respondents \$100,000 in damages. He specifically argues that he only owes \$15,000 because (1) the ledger, showing that he owed \$185,000 at the end of 2011, was inaccurate because it did not account for two payments that he made in 2006 and 2007, totaling \$85,000; (2) he made a series of payments in 2012, totaling approximately \$46,000; and (3) he testified that he only owed \$15,000. But this court views the evidence in the light most favorable to the verdict. *See Raze*, 587 N.W.2d at 648.

The evidence presented at trial supports the jury's special verdict. The ledger in evidence shows that appellant owed \$185,000. Appellant's brother testified that it was accurate on the day it was created but that it did not represent the amount currently owed. Appellant introduced evidence to prove that he made payments totaling approximately \$46,000 in 2012. Viewing the evidence in the light most favorable to the verdict, the jury's award of \$100,000 is less than the amount established by the ledger and testimony; therefore, the damages are not "manifestly and palpably contrary to the evidence." *Id.* at 648 (quotations omitted).

Affirmed.