

*This opinion is nonprecedential except as provided by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
A24-0159**

Deborah Saxhaug, et al.,
Respondents,

vs.

Bradford Saxhaug,
Appellant,

Queen City Federal Savings Bank,
Defendant.

**Filed September 23, 2024
Affirmed
Klaphake, Judge***

St. Louis County District Court
File No. 69VI-CV-21-523

Kelly M. Klun, Klun Law Firm, P.A., Ely, Minnesota (for respondents)

Bryan M. Lindsay, Trenti Law Firm, Virginia, Minnesota (for appellant)

Considered and decided by Smith, Tracy M., Presiding Judge; Harris, Judge; and
Klaphake, Judge.

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

NONPRECEDENTIAL OPINION

KLAPHAKE, Judge

Respondents-siblings sued appellant, their brother, arguing that he breached a contract by failing to transfer to them an interest in land. A jury determined that appellant breached the contract. On appeal, appellant argues that the district court erred by (1) denying his motion for summary judgment, (2) fashioning an equitable remedy for one of his siblings, and (3) not considering his counterclaims. We affirm.

DECISION

I.

In district court, appellant Bradford Saxhaug moved for summary judgment. He argued that a contract was otherwise invalid because it lacked consideration and because it was rescinded. The district court denied the motion, determining that genuine issues of material fact remained regarding the validity of the contract. On appeal, appellant argues that the district court erred in denying his summary-judgment motion because the contract “failed” as a matter of law. Respondents Deborah Saxhaug, Sherry Coughlin, Mark Saxhaug, and Eric Saxhaug argue that appellant waived any challenge to the jury’s findings by failing to move for a directed verdict or judgment as a matter of law (JMOL). We agree that appellant’s argument is beyond the scope of review.

In *Bahr v. Boise Cascade Corp.*, there was a workplace dispute between an appellant and the respondents. 766 N.W.2d 910, 913 (Minn. 2009). The appellant sued for defamation. *Id.* The district court denied the respondents’ motion for summary judgment, and the matter proceeded to trial. *Id.* The jury found in favor of the appellant. *Id.* On

appeal, the respondents argued that the district court erred in denying their motion for summary judgment. *Id.* at 917. In addressing the scope of review, the supreme court determined that the issue presented was “whether the denial of a motion for summary judgment is reviewable on appeal after judgment is entered on a jury verdict.” *Id.* The supreme court held that “[t]he district court’s denial of a motion for summary judgment is not within the scope of review on appeal from a judgment entered after a jury verdict.” *Id.* at 912. The supreme court noted that “the district court’s conclusion at the summary judgment stage that there was a genuine dispute of fact becomes moot once the jury reaches a verdict on that issue.” *Id.* at 918.

The *Bahr* holding applies in this case. In his summary-judgment motion, appellant argued that the contract was not valid for lack of consideration and because it had been rescinded. The district court determined that genuine questions of material fact remained on those issues. The matter proceeded to a jury trial. The jury found that there was a binding contract and that it had not been rescinded. Because the jury reached a verdict on those issues, the district court’s summary-judgment ruling has effectively been rendered moot, and appellant’s challenges to the district court’s summary-judgment ruling are “not properly within the scope of review” in this appeal. *See id.* at 919.

An appellant is not prohibited from challenging a summary-judgment ruling in an appeal from a final judgment because “on appeal from a judgment [an appellate court] may review any order involving the merits or affecting the judgment.” Minn. R. Civ. App. P. 103.04. However, a denial of a motion for summary judgment in a case like this cannot be seen as affecting the judgment because the jury, relying on the evidence at trial, concluded

that the evidence was sufficient for contract formation and sufficient to show that the contract had not been rescinded, and therefore the district court's determination on those issues at the summary-judgment stage has effectively been superseded and rendered "moot." *See Bahr*, 766 N.W.2d at 918. That is not to say that appellant was without recourse. Appellant could have moved for JMOL. *See id.* at 918-22 (declining to consider the issue of actual malice on appeal from a summary-judgment ruling but considering the issue on appeal from a JMOL ruling); *see also* Minn. R. Civ. P. 50.01 (stating that "[i]f during a trial by jury a party has been fully heard on an issue and there is no legally sufficient evidentiary basis for a reasonable jury to find for that party on that issue, the court may decide the issue"). However, he failed to do so. Therefore, appellant effectively forfeited a challenge to the jury's determinations that there was sufficient consideration for contract formation and that the contract had not been rescinded.

II.

The contract granted appellant and his brother the option to purchase land upon the death of their parents, but neither of them exercised that option. In granting relief after the trial, the district court gave appellant and his brother additional time to exercise the option. Appellant argues that the district court failed to make sufficient findings to support the equitable remedy for his brother.

District courts have the power to grant equitable relief based on the facts and circumstances of a particular case. *St. Jude Med., Inc., v. Carter*, 913 N.W.2d 678, 683 (Minn. 2018); *DeLa Rosa v. DeLa Rosa*, 309 N.W.2d 755, 758 (Minn. 1981). "We review the district court's ultimate decision to grant equitable relief for [an] abuse of discretion."

Herlache v. Rucks, 990 N.W.2d 443, 449-50 (Minn. 2023). The “district court abuses its discretion when its decision is based on an erroneous view of the law or is against logic and the facts in the record.” *Thompson v. Schrimsher*, 906 N.W.2d 495, 500 (Minn. 2018) (quotation omitted).

In granting appellant and his brother additional time to exercise the option to purchase the land, the district court reasoned that it would be inequitable not to give them that opportunity because there was uncertainty surrounding the validity of the contract containing the option. The record supports the district court’s determination. After the death of the parties’ parents, neither appellant nor his brother exercised the option to purchase the land. And, this lawsuit, where the validity of the contract is being challenged, demonstrates that there was uncertainty concerning the contract and the option.

Appellant argues that “[i]mplicit” in the brother’s role as a plaintiff in the litigation is the understanding that he “believed” the contract was always in effect and valid, and therefore he should face the consequences of not exercising the option. But appellant’s argument cuts both ways. He maintained throughout the litigation that the contract was not valid, and yet he now seeks to benefit from the additional time to exercise the option. Again, the record supports the district court’s determination that there was uncertainty concerning the validity of the contract and associated option. “A district court has broad discretion when fashioning an equitable remedy.” *State ex rel. Swan Lake Area Wildlife Ass’n v. Nicollet Cnty. Bd. of Cnty. Comm’rs*, 799 N.W.2d 619, 625 (Minn. App. 2011). The district court did not abuse its broad discretion.

III.

After respondents sued appellant, he filed an answer and raised two counterclaims, one for contribution and one for unjust enrichment. The parties agreed to submit to the jury only questions concerning the validity of the contract and whether it was breached, and the equitable claims and defenses were reserved for a decision by the district court. Contribution and unjust enrichment are equitable claims. *Reserve Ins. Co. v. Village of Big Lake*, 230 N.W.2d 47, 47 (Minn. 1975); *Herlache*, 990 N.W.2d at 450. The district court later filed an order resolving the equitable claims, and judgment was entered thereafter. While the district court, in its order resolving the equitable claims, recognized appellant's counterclaims for contribution and unjust enrichment, it did not expressly rule on those claims. Appellant argues that the district court erred by failing to address his counterclaims.

Respondents argue that appellant forfeited any appellate review of his counterclaims. We agree. This court “will not review issues raised on appeal where the [district] court was not given an opportunity to correct its own errors.” *Crown Holding Corp. v. Larson*, 410 N.W.2d 373, 375 (Minn. App. 1987); see *Cogswell v. Eichenberger*, 371 N.W.2d 561, 562-63 (Minn. App. 1985). Following the district court's order addressing the equitable claims, appellant moved for amended findings or a new trial. However, he failed to raise the issue of his counterclaims and merely argued that his brother should not have been given additional time to exercise the purchase option. Under these circumstances, appellant forfeited any arguments concerning his counterclaims.

Affirmed.