

*This opinion is nonprecedential except as provided by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
A25-0904**

Richard G. Perry, et al.,
Respondents,

vs.

State of Minnesota,
Department of Natural Resources, et al.,
Defendants,

Bruce Allen Junker,
Appellant.

**Filed March 30, 2026
Affirmed
Florey, Judge***

Mille Lacs County District Court
File No. 48-CV-22-1725

Robert L. Russell, Fergus Falls, Minnesota (for respondents)

John E. Mack, New London Law, P.A., New London, Minnesota (for appellant)

Considered and decided by Ross, Presiding Judge; Bratvold, Judge; and Florey,
Judge.

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

NONPRECEDENTIAL OPINION

FLOREY, Judge

Appellant challenges the district court's order denying his motion for a new trial, arguing the court erred in its conclusion that there was a valid establishment of a boundary by practical location. We affirm.

FACTS

In May 1984, respondents Richard and Shirley Perry (the Perrys) purchased property in Mille Lacs County (the Perry property). At this time, Thomas Junker and his brother, appellant Bruce Junker, were in the process of purchasing the property directly next to the Perry property. Thomas and Bruce Junker (the Junkers) would fully complete the purchase of the property (the Junker property) in October 1989. Unbeknownst to the Perrys and the Junkers, the recorded legal descriptions of the Perry property and the Junker property created an overlap; the legal descriptions of both properties purported to convey approximately 4.26 feet of the south line and approximately 16 feet along the lake to both parties (the disputed area).

At the closing of the Perry property purchase, the Perrys and their real estate agent met with Thomas and Bruce Junker to discuss the location of the shared boundary line. Bruce Junker pointed to a tree near the shoreline and two trees near the road, stating that these trees were monuments to the boundary line. These stated monuments identified the disputed property as owned by the Perrys.¹

¹ At trial, Junker denied that this conversation occurred. However, the district court determined that Junker's testimony was not credible and concluded, based on the evidence,

After the shared boundary-line discussion, the Perrys utilized the disputed area without seeking permission from the Junkers. Specifically, the Perrys had their children play in the disputed area, singlehandedly mowed the grass of the disputed area, hung their wet clothes in the disputed area, their daughter planted trees there, and they parked their personal vehicles in the disputed area. Additionally, the Junkers and the Perrys collaboratively built shared shoreline steps and a boat dock that aligned with the tree-indicated boundary line.

In 1992, the Junkers, the Perrys, and two other neighbors collaboratively paid to have their properties surveyed to address believed boundary-line inaccuracies. The survey discovered “areas of concern” regarding all of the boundary lines. The group tried to address the issue by agreeing to redraw the property lines; however, this agreement fell through. The Junkers and the Perrys agreed to keep the boundary line the same as prior.

In April 2010, Thomas Junker and his wife conveyed their interest in the Junker property to Bruce Junker. In 2021, Bruce Junker (Junker) had his property surveyed. Thereafter, Junker cut down the boundary-line trees, including trees planted by the Perrys’ daughter, and installed a fence on the edge of the disputed property near the undisputed portion of the Perrys’ property. The Perrys obtained their own survey, which showed that the original deeds overlapped, causing the disputed area in question.

that the conversation did occur. We grant great deference to the district court’s credibility determinations, *see, e.g., Matter of Welfare of M.D.O.*, 462 N.W.2d 370, 374 (Minn. 1990), and will not set aside its factual findings unless they are clearly erroneous, *see Rasmussen v. Two Harbors Fish Co.*, 832 N.W.2d 790, 797 (Minn. 2013). Junker does not provide any substantive argument that the district court’s findings are clearly erroneous; thus, we defer to its factual findings.

The Perrys filed an application to gain registered title over the disputed area. The bench trial occurred in November 2024. After the trial, the district court concluded (1) the Perrys gained title over the disputed area through adverse possession, (2) Junker and the Perrys entered into an express agreement to a boundary and Junker acquiesced to that boundary line for over 17 years, establishing a boundary by practical location, and (3) because Junker acquiesced to this boundary for over 15 years, he was barred from a right of entry under Minnesota law.

Junker moved the court for a new trial. Junker's notice of motion and motion asserted:

1. The evidence was insufficient to ground the findings of the court.
2. The court committed the following errors of law:
 - a. Failure to credit the testimony of Bruce Junker.
 - b. Failure to determine that applicants' action was barred by the doctrine of laches.
 - c. Failure to determine that applicants' possession of the disputed property was not exclusive.
 - d. Failure to determine that the Perrys trespassed on the Junker property occurred through numerous of the applicants' acts.
 - e. Other failures of law.
 - f. Failure to consider the tax consequence of applicants' failure to pay taxes on the disputed property.

At the motion hearing, the district court asked Junker if there was anything he wanted to add to the motion. Junker verbally raised additional assertions: the court erred in concluding that the Perrys occupied the disputed area continuously, and regardless of whether there was an express agreement, it was not in writing and therefore invalid under the statute of frauds.

The district court denied the motion for a new trial, concluding that there was “clear, convincing, positive, and unequivocal [evidence] to justify the [o]rder entered”; appropriate weight was given to Junker’s noncredible testimony; there is insufficient evidence to support the assertion that the Perrys trespassed on Junker’s property, or that the Perrys’ claim was barred by the doctrine of laches; there was sufficient evidence to support the court’s conclusion that the Perrys’ possession of the disputed area was exclusive; the matter was a boundary dispute and therefore there is no statutory requirement that the Perrys pay the real estate taxes to obtain the property through adverse possession; and the district court would not review any asserted errors not explicitly written in their notice of motion for a new trial. This appeal follows.

DECISION

Junker challenges the district court’s order denying him a new trial. “We review a district court’s new trial decision under an abuse of discretion standard.” *Moorhead Econ. Dev. Auth. v. Anda*, 789 N.W.2d 860, 892 (Minn. 2010). The district court’s decision will not be set aside unless its findings of fact are clearly erroneous or it improperly applied the law. *Goldman v. Greenwood*, 748 N.W.2d 279, 284 (Minn. 2008).

Junker argues that the district court erred in concluding there was a valid express agreement establishing a boundary by practical location.² The doctrine of boundary by

² Junker argues that the district court erred in concluding the matter was a boundary dispute because the Perrys’ initial filing was an application to register title. A party “may apply by a duly verified petition to the court to have all or some of the boundary lines judicially determined.” Minn. Stat. § 508.671, subd. 1 (2024). The Perrys’ filing did not prevent the matter from being a boundary dispute. Further, boundary-line disputes occur when the legal descriptions of the properties are imprecise, causing a “genuine confusion over the

practical location is a legislatively codified doctrine used to resolve disputes between private parties where the legally recorded boundary to the properties is so flawed that there is “hopeless ambiguity in locating the boundary line,” and recognizes the actions of the parties to determine the boundary. *Ruikkie v. Nall*, 798 N.W.2d 806, 816 (Minn. App. 2011), *rev. denied* (Minn. July 19, 2011); *see also* Minn. Stat. § 508.02 (2024) (statute codifying practical-location doctrine). It results in one landowner gaining and the other losing part of the adjoining property. *Ruikkie*, 798 N.W.2d at 816. One way to prove a boundary by practical location is showing that an express agreement between the landowners occurred, setting a precise line, and acquiescence to the agreement for a set period of time. *Id.* at 817-18.

Junker first argues that the express agreement was invalid because it was “vague,” “distant,” “unclear,” and “ancient.” Junker does not provide any argument, beyond this assertion, showing how the agreement was ambiguous or otherwise unenforceable. Junker cites *Slindee v. Fritch Investments, LLC*, stating that an express agreement requires more than “unspoken and unwritten mutual agreements,” it requires some specific discussion or action showing the landowners agreed to a specific boundary. 760 N.W.2d 903, 909-10 (Minn. App. 2009) (quotation omitted). Without more argumentation, we fail to see how the Perrys’ and the Junkers’ conversation failed to meet this requirement. In essence, we

boundary line between the two properties.” *Starbeck v. Gibson*, 2 N.W.3d 535, 542 (Minn. App. 2024), *rev. denied* (Minn. Apr. 24, 2024). There was no abuse of discretion in determining that the matter included a boundary dispute.

consider such inadequately briefed issues forfeited. *See, e.g., Jundt v. Jundt*, 12 N.W.3d 201, 204 (Minn. App. 2024), *rev. denied* (Minn. Dec. 31, 2024).

Junker argues that, even if there was express agreement, the statute of frauds prevent its enforcement. Because Junker did not raise this issue in his notice of motion and motion for a new trial, the district court did not hear the argument, citing Minnesota Rule of Civil Procedure 59.01(f). Junker does not challenge the application of rule 59.01(f); instead, Junker hurdles over the issue and runs straight into arguing why the statute of frauds applies. We will not review issues not considered by the district court. *See Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988). Further, appellate courts are error-correcting courts; we do not try cases de novo. *See In re Welfare of M.D.O.*, 462 N.W.2d 370, 374 (Minn. 1990). Junker’s argument is not reviewable.

Lastly, because Junker’s arguments are not reviewable, we must presume that the district court did not err in its conclusion that the parties established a boundary by practical location. *See Butler v. Jakes*, 977 N.W.2d 867, 873 (Minn. App. 2022) (“Appellate courts cannot presume error by the district court, and the complaining party has the obligation to provide the appellate court with a record sufficient to show any alleged error.”). Without an error, the boundary by practical location is sufficient alone to establish that the Perrys gained possession of the disputed property. *See* Minn. Stat. § 508.02 (2024); *see also Ruikkie*, 798 N.W.2d at 817 n.6 (recognizing practical location doctrine and adverse possession “are distinct and require proof of different elements”). Thus, we need not review Junker’s arguments related to adverse possession.

Affirmed.