*This opinion is nonprecedential except as provided by Minn.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**
**A25-1846**

Michael Sarff,
Respondent,

vs.

James Sarff,
Respondent,

Jeffrey Sarff,
Appellant,

Dawn Fredlund, et al.,
Respondents,

vs.

Michael Sarff,
Respondent,

James Sarff,
Respondent,

Jeffrey Sarff,
Appellant,

the Sarff Farm General Partnership,
3rd Party Defendant.

**Filed June 29, 2026**
**Reversed and remanded**
**Connolly, Judge**

Todd County District Court
File No. 77-CV-22-324

Kelly L. Jenzen, Johnston & Brouillard, P.A., Alexandria, Minnesota (for respondent Michael Sarff)

Curtis D. Ripley, Pemberton Law, PLLP, Alexandria, Minnesota (for respondent James Sarff)

Blake D. Lubinus, Ed Shaw Law, Brainerd, Minnesota (for appellant)

Katherine O. Fossey, Parker Satrom Law P.A., Cambridge, Minnesota (for respondents Fredlunds)

Considered and decided by Worke, Presiding Judge; Connolly, Judge; and Ede, Judge.

## NONPRECEDENTIAL OPINION

**CONNOLLY**, Judge

Appellant challenges the district court's decision on summary judgment that a conveyance to him of a 25% interest in the family farm was a legal nullity. For the reasons set forth below, we reverse and remand.

## FACTS

The facts of this case involve certain members of the Sarff family. Connie Sarff and respondent James Sarff were married in 1968. James and Connie had six children during their marriage, including appellant Jeffrey Sarff and respondents Michael Sarff and Dawn Fredlund.[1] Dawn is married to respondent Jeret Fredlund.

Michael brought this partition action related to the Sarff family farm (the farm). The farm is located in Todd County and is comprised of five parcels of real property. James

[1] Because many of the parties share the same last name, we refer to the parties by their first names.

and Connie were conveyed Parcel 1 as joint tenants by warranty deed in 1985, Parcel 2 as joint tenants by warranty deed in 1974, and Parcel 3 as joint tenants by warranty deed in 1993. Parcels 4 and 5 were obtained by James in 1989, pursuant to warranty deed.

On the same day that James obtained Parcels 4 and 5, he and Connie conveyed by quitclaim deed those parcels to James and Michael as joint tenants. Ten years later, James and Connie conveyed Parcels 1, 2, and 3, by quitclaim deed, to James and Michael as joint tenants.

In November 2000, the marriage between James and Connie was dissolved, with "[a]ll other issues in th[e] marriage dissolution proceeding . . . reserved to the Court for further determination." James and Connie later reached a stipulated resolution in which they agreed that they were "the owners of, or have an interest in[,]" the farm, which consisted of the five parcels. Under this marital termination agreement (MTA), James and Connie also stipulated that Connie's "undivided one-quarter interest in the [farm] shall be conveyed to . . . Jeffrey." James and Connie further stipulated that:

> Immediately upon entry of the Judgment and Decree herein, [Connie] and [James] shall execute a Quit Claim Deed conveying an undivided one-quarter interest in the [farm] to Jeffrey . . . . Immediately upon entry of judgment decree herein, [Connie] shall execute a Quit Claim Deed conveying her interest in [James's] undivided one-quarter interest in the [farm] to [James]. However if [Connie] and [James] do not execute proper instruments, then said Judgment and Decree shall operate as a conveyance herewith.

James and Connie's MTA was filed in January 2001, and incorporated into the district court's findings of fact, conclusions of law, order for judgment and judgment and decree on February 1, 2001.

A Summary Real Estate Disposition Judgment (SREDJ) was filed in the dissolution proceeding on March 20, 2001, and recorded on April 16, 2001, which, pursuant to James and Connie's stipulated dissolution judgment, purported to transfer to Jeffrey the 25% marital interest in the farm held by Connie. Specifically, the SREDJ, to which only James and Connie were parties, stated that the "[n]ames of persons awarded an interest in the [farm]" were "Jeffrey Sarff – Undivided ¼ interest" and "James Sarff – Undivided ¼ interest." In the meantime, James was incarcerated and Jeffrey moved back to the farm in December 2000, to assist Michael as onsite caretaker. Dawn and Jeret allege that, during James's incarceration, which lasted until 2013, they contributed financially to the farm's operations.

In 2022, Michael commenced this partition action against James and Jeffrey. Dawn and Jeret were subsequently allowed to intervene regarding their claims that they had a property interest in the farm based on the financial contributions they made to the farm over the last two decades. In their third-party complaint, Dawn and Jeret sought a declaratory judgment that the farm is held by James and Michael "due to title issues that have been discovered." Specifically, Dawn and Jeret claimed that "[g]iven the history of the quit claim deeds executed by . . . James . . . and Connie . . . and the mistake of fact made by . . . James . . . and Connie . . . in their [MTA] as to the remainder of Connie's interest in the . . . [f]arm, [Dawn and Jeret] desire[d] a declaratory judgment that [would] determine that title" of the farm "is appropriately held by" James and Michael "as joint tenants with rights of survivorship," which would effectively eliminate Jeffrey's ownership interest in the farm.[2]

The issue of Jeffrey's ownership interest in the farm came before the district court by way of cross-motions for summary judgment filed by Michael, Dawn and Jeret, and Jeffrey.[3] Following a hearing, the district court determined that Connie "did not have a recorded ownership interest [in] the . . . [f]arm property at the time of James and Connie's [marriage dissolution], as evidenced by the two Quit Claim Deeds she executed with James . . . in 1989 and 1999 to transfer her ownership interest in the entire property to Michael . . . and James." Although the district court recognized that Connie "had a marital interest" in James's property ownership of the farm at the time of the dissolution, and that "James and Connie properly stipulated to an award of a 25% marital interest to Connie," the court determined that "[t]here is no statutory authority allowing a court to award any property interest to a child, or children, in a dissolution decree." As such, the district court determined that the "property ownership awarded to Jeffrey . . . in James and Connie's Dissolution Judgment and Decree was *void ab inito*, could not have been awarded and could not have been distributed to [Jeffrey]." (Footnote omitted). The district court further clarified that the "award of Connie's 25% marital interest in the dissolution action was an impossibility that no court could have approved based on an agreement or could have issued in a court order. Connie retains her 25% marital interest in the property as agreed

---

[2] James and Michael later agreed that Dawn and Jeret contributed labor and money to the farm and resolved their dispute with Dawn and Jeret.

[3] James did not move for summary judgment.

to by James and Connie." (Citation omitted). Therefore, the district court denied Jeffrey's motion for summary judgment and granted Michael's motion for summary judgment, concluding that Jeffrey does not have a 25% ownership interest in the farm.

Jeffrey moved for amended findings of fact and conclusions of law. The district court denied the motion. This appeal follows.

**DECISION**

A district court must grant summary judgment "if the movant 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. Appellate courts review a district court's grant of summary judgment de novo "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). "[T]he moving party has the burden of showing an absence of factual issues, and the nonmoving party has the benefit of that view of the evidence most favorable to him." *Id.* (quotations omitted).

Jeffrey challenges the district court's decision that he has no ownership interest in the farm, arguing that the "district court erred by declaring the 2001 stipulated dissolution conveyance to Jeffrey a legal nullity." In addressing Jeffrey's argument, we begin by recognizing the relevant legal principles. In Minnesota there are no "statutes which authorize[] a court to award the children of the marriage any interest whatsoever in the property acquired during coverture." *Miller v. Miller*, 953 N.W.2d 489, 495 (Minn. 2021) (quoting *Johnson v. Johnson*, 169 N.W.2d 595, 597 (Minn. 1969)); *see also Melamed v. Melamed*, 286 N.W.2d 716, 718 (Minn. 1979) (holding that the district court did not have the power to award a property interest to the parties' children in a dissolution action). But "parties are free to bind themselves to obligations that a court could not impose." *Leifur v. Leifur*, 820 N.W.2d 40, 43 (Minn. App. 2012) (quotations omitted). Indeed, it is well settled that "[c]ourts favor stipulations in dissolution cases as a means of simplifying and expediting litigation, and to bring resolution to what frequently has become an acrimonious relationship between the parties." *Shirk v. Shirk*, 561 N.W.2d 519, 521 (Minn. 1997).

Nonetheless, a district court cannot approve a stipulation that is prohibited by law. *See Leifur*, 820 N.W.2d at 43 (recognizing that a court may not approve an action to which parties stipulate that is explicitly prohibited by statute). And "in a dissolution proceeding, a district court lacks personal jurisdiction over a nonparty and cannot adjudicate a nonparty's property rights." *Danielson v. Danielson*, 721 N.W.2d 335, 339 (Minn. App. 2006); *see Sammons v. Sammons*, 642 N.W.2d 450, 457 (Minn. App. 2020) (stating that the "district court may not exercise jurisdiction over a nonparty" and "[lacked] personal jurisdiction to enter a judgment affecting [the property rights of a nonparty]"); *see also Fraser v. Fraser*, 642 N.W.2d 34, 38 (Minn. App. 2002) (noting that Minn. Stat. § 518.58 (2000) "does not authorize the district court to adjudicate the interests of third parties"). A judgment is void when "the court lacks jurisdiction over the subject matter or over the parties." *Zions First Nat'l Bank v. World of Fitness, Inc.*, 280 N.W.2d 22, 25 (Minn. 1979) (quotation omitted); *see Bode v. Minn. Dep't. of Nat. Res.*, 594 N.W.2d 257, 261 (Minn. App. 1999) ("A judgment is void if the issuing court lacked jurisdiction over the subject matter, lacked personal jurisdiction over the parties . . . , or acted in a manner inconsistent with due process."), *aff'd*, 612 N.W.2d 862 (Minn. 2000). A transaction that is void ab initio is "of no legal effect" or "null." *Onvoy, Inc. v. SHAL, LLC*, 669 N.W.2d 344, 353 n.9 (Minn. 2003).

Here, the record reflects that, in 1989, Parcels 4 and 5 were conveyed by Connie and James to Michael and James as joint tenants. And the record reflects that, about ten years later, Parcels 1, 2, and 3, were conveyed by Connie and James to James and Michael as joint tenants. These five parcels encompass the entire farm. Thus, at the time of James and Connie's marital dissolution, Michael and James owned the farm as joint tenants, meaning Michael had an ownership interest in the farm. *See State, Dep't of Pub. Welfare v. Thibert*, 279 N.W.2d 53, 58 n.5 (Minn. 1979) (noting that "a joint tenant has legal rights and powers with respect to the parcel held in joint tenancy"). And because Michael had an ownership interest in the farm at the time of the dissolution, a stipulated dissolution judgment that effectively adjudicated Michael's property rights in a proceeding in which he was not a party would be void due to the lack of personal jurisdiction. *See Zions First Nat'l Bank*, 280 N.W.2d at 25.

Jeffrey argues that "[w]hat the . . . district court got wrong was that the [dissolution] decree/SREDJ did not adjudicate Michael's share" because "[t]hey only directed the conveyance (or, in the case of the SREDJ, operated as a conveyance) of whatever interest [Connie and James] held or were awarded." Jeffrey contends that this "transfer would at most sever the joint tenancy as to the transferred portion, leaving Michael's percentage interest [in the farm] unchanged." Under the unique facts and circumstances of this case, we agree.

"Historically, a joint tenancy could be severed at common law and converted into a tenancy in common by destruction of any one of the four unities (time, title, interest and possession) by one or all of the joint tenants." *Wendt v. Hane*, 401 N.W.2d 457, 459 (Minn. App. 1987). For example, this would result if one of the joint tenants conveyed his interest to a third party. *Hendrickson v. Minneapolis Fed. Sav. & Loan Ass'n*, 161 N.W.2d 688, 690-91 (Minn. 1968). As the supreme court in *Hendrickson* explained, under common law, a

> lawyer used this principle to enable one joint tenant to unilaterally eliminate the survivorship feature and yet retain ownership in the property. A conveyance would be made to a third party or strawman, thus destroying the joint tenancy. Immediately thereafter the property would be reconveyed to the original owner. A tenancy in common would thus be created because the unities of time and interest would no longer be present.

*Id.* at 691.

In 1979, after *Hendrickson* was decided, Minnesota Statutes section 500.19 was amended to add a number of subdivisions, including the following:

> Subd. 3. Joint Tenancy Requirements Abolished. The common law requirement for unity of time, title, interest, and possession in the creation of a joint tenancy is abolished.
>
> Subd. 4. Converting Estates. An owner of an interest in real estate may convey the interest directly to himself and one or more other persons as joint tenants.
>
> Subd. 5. Severance of Estates in Joint Tenancy. A severance of a joint tenancy interest in real estate by a joint tenant shall be legally effective only if (1) the instrument of severance is recorded in the office of the county recorder or the registrar of titles in the county where the real estate is situated; or (2) the instrument of severance is executed by all of the joint

> tenants; or (3) the severance is ordered by a court of competent jurisdiction; or (4) severance is effected pursuant to bankruptcy of a joint tenant.

1979 Minn. Laws ch. 123, §§ 2-4, at 171.

Subdivisions 3 and 5 of section 500.19 remain unchanged today. *Compare* Minn. Stat. § 500.19, subds. 3, 5 (Supp. 1979), *with* Minn. Stat. § 500.19, subds. 3, 5 (2024). And subdivision 4 now provides:

> Subject to section 507.02 specifying when both spouses must join in a conveyance of their homestead, one or more owners of an interest in real estate may convey all or part of the interest directly to one or more other persons or to one or more of themselves, or to any combination of one or more of themselves and other persons.

Minn. Stat. § 500.19, subd. 4(a) (2024).

Under section 500.19, a joint tenancy can be severed unilaterally, but only if one of the conditions of section 500.19, subdivision 5, has been satisfied. *See* Minn. Stat. § 500.19, subds. 4, 5; *see also Wendt*, 401 N.W.2d at 459. And because the statute replaced the common-law forms of severance, the statute is construed strictly. *Wendt*, 401 N.W.2d at 459. Once the joint tenancy has been severed, it converts into a tenancy in common and extinguishes the joint tenants' right of survivorship. *See Hendrickson*, 161 N.W.2d at 690-91.

Here, the joint tenancy James and Michael held in the farm was not severed under condition 2 of section 500.19, subdivision 5, because there was no instrument of severance executed by both James and Michael. Nor was there a severance under condition 4 of the statute because neither James nor Michael were involved in bankruptcy. *See* Minn. Stat.

§ 500.19, subd. 5(4). But Jeffrey argues that the joint tenancy was severed under either condition 1 or condition 3 of the statute.

Under condition 1 of section 500.19, subdivision 5, "[a] severance of a joint tenancy interest in real estate by a joint tenant shall be legally effective . . . if . . . the instrument of severance is recorded in the office of the county recorder or the registrar of titles in the county where the real estate is situated." Minn. Stat. § 500.19, subd. 5(1). Jeffrey argues that the SREDJ in this case operated as an "instrument of severance." We agree.

Although our research has yielded no legal authority specifically defining the phrase "instrument of severance," a dissent from the Eighth Circuit Court of Appeals states:

> In my view, Minnesota statutes do give a spouse who jointly owns homestead property the right unilaterally to sever the joint tenancy by conveyance. That power is conferred by the portion of [Minn. Stat.] § 507.02 that allows joint owners of homesteads to make "a severance of a joint tenancy pursuant to section 500.19," that is, by simply recording an instrument of severance (presumably a deed either to a third party or to the grantor) in an appropriate governmental office.

*O'Hagan v. United States*, 86 F.3d 776, 786 (8th Cir. 1996) (Arnold, J., dissenting). We find this interpretation persuasive. *See Laliberte v. Dollar Tree, Inc.*, 987 N.W.2d 590, 594 n.4 (Minn. App. 2023) (noting that, although not binding, federal court opinions may be considered for their persuasive value).

The language from the dissent in *O'Hagan* indicates that a deed of conveyance may operate as an "instrument of severance." *See O'Hagan*, 86 F.3d at 786. Such a conclusion is consistent with the law in Minnesota related to the severance of joint tenancies. As we addressed above, a joint tenant generally has the right to unilaterally sever a joint tenancy.

*Wendt*, 401 N.W.2d at 459. Indeed, Minnesota law provides that "one or more owners of an interest in real estate may convey all or part of the interest directly to one or more other persons or to one or more of themselves, or to any combination of one or more of themselves and other persons." Minn. Stat. § 500.19, subd. 4(a). Under the common law, this conveyance severed the joint tenancy. *See Hendrickson*, 161 N.W.2d at 691. But under section 500.19, the joint tenancy is severed only if, notwithstanding the other three conditions, an instrument of severance is properly recorded. Minn. Stat. § 500.19, subd. 5. An instrument of conveyance operates as an instrument of severance because, if a joint tenant conveys some or a portion of his or her interest in a joint tenancy to himself or herself or another person, the joint tenancy is severed. *See* Minn. Stat. § 500.19 (2024). Therefore, an instrument of conveyance would operate as an instrument of severance for purposes of severing the joint tenancy pursuant to condition 1 of section 500.19, subdivision 5, as long as the instrument is properly recorded. *See* Minn. Stat. § 500.19, subd. 5.

"Minnesota has adopted a statute to accomplish the transfer of marital interests in real estate that are the subject of a property settlement in a dissolution proceeding." *In re Clement*, 604 B.R. 352, 354 (B.A.P. 8th Cir. 2019). Under this statute, entitled "Summary real estate disposition judgment," the SREDJ operates as an instrument of conveyance and transfers each interest in the real estate in the manner and to the extent described in the SREDJ. Minn. Stat. § 518.191, subd. 4 (2024)[4]; *see Clement*, 604 B.R. at 354.

[4] This statute was in effect at the time of the dissolution judgment. *See* Minn. Stat. § 518.191 (2000).

Here, the SREDJ conveyed one half of James's one-half interest in the joint tenancy to Jeffrey. Under section 500.19, subdivision 4(a), James was permitted to make this conveyance unilaterally. *See* Minn. Stat. § 500.19, subd. 4(a). The SREDJ adheres to the requirements of the SREDJ statute, Minn. Stat. § 518.191, and was properly recorded. The SREDJ operates as an instrument of severance because it effectively severed the joint tenancy in the farm held by James and Michael. As such, the SREDJ was an instrument of severance for purposes of condition 1 of section 500.19, subdivision 5, that severed the joint tenancy in the farm held by Michael and James. *See* Minn. Stat. § 500.19, subd. 5.[5]

Because the SREDJ severed the joint tenancy in the farm held by Michael and James, Michael's property rights were not adjudicated by the dissolution decree involving Connie and James. And because Michael's property rights were not adjudicated in the judgment and decree, there were no personal-jurisdiction issues involving Michael related to the dissolution judgment and decree and corresponding SREDJ. Although the MTA appears to erroneously indicate that Connie held a recorded interest in the farm at the time of the dissolution, she did hold a marital interest in James's interest in the farm. The stipulation indicates that Connie agreed to waive this marital interest in the farm, and, in consideration of this waiver, she negotiated a settlement agreement with James wherein James would convey Connie's marital interest in the farm to Jeffrey by way of the SREDJ.

[5] Because we conclude that the SREDJ is an instrument of severance for purposes of condition 1 of section 500.19, subdivision 5, that severed the joint tenancy in the farm held by Michael and James, we need not address Jeffrey's argument that the joint tenancy was severed by a court of competent jurisdiction under condition 3 of section 500.19, subdivision 5.

The district court in the dissolution action could not have ordered Connie's marital interest in the farm to be distributed to Jeffrey. *See Miller*, 953 N.W.2d at 495. But Connie and James could have agreed to such a distribution since any lack of personal-jurisdiction issues were not implicated due to the severance of the joint tenancy by the SREDJ. Connie and James appear to have proceeded in their dissolution action under this reasoning, despite the lack of appropriate language clarifying this procedure. Under these unique circumstances, the property interest awarded to Jeffrey is not void ab initio. We therefore conclude that the district court erred in concluding that Jeffrey does not have a 25% interest in the farm, and we reverse and remand for proceedings not inconsistent with this opinion.

**Reversed and remanded.**