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**STATE OF MINNESOTA
IN COURT OF APPEALS
A11-1833**

Grant Christianson, et al.,
Appellants,

vs.

Brad Jansen,
Respondent.

**Filed June 25, 2012
Affirmed
Toussaint, Judge***

Kandiyohi County District Court
File No. 34-CV-10-843

Jon C. Saunders, Sarah Klaassen, Anderson, Larson, Hanson & Saunders, PLLP,
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respondent)

Considered and decided by Stauber, Presiding Judge; Cleary, Judge; and
Toussaint, Judge.

UNPUBLISHED OPINION

TOUSSAINT, Judge

In this farm-conveyance dispute, appellant-sellers Grant Christianson, et al.,
challenge a summary judgment for respondent-buyer Brad Jansen. Appellants argue that

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

the parties lacked a meeting of the minds regarding whether the crop that was on the land at the time of the sale would be transferred with the land. Appellants also argue that respondent took advantage of their erroneous belief that the crop would not be transferred with the land. We affirm.

D E C I S I O N

On appeal from a summary judgment, appellate courts view the record in the light most favorable to the party opposing summary judgment, and determine whether genuine issues of material fact exist and whether the district court erred in its application of the law. *Bearder v. State*, 806 N.W.2d 766, 770 (Minn. 2011).

I.

“Mutual assent entails a ‘meeting of the minds concerning [a contract’s] essential elements.’” *SCI Minn. Funeral Servs., Inc. v. Washburn-McReavy Funeral Corp.*, 795 N.W.2d 855, 864 (Minn. 2011) (quoting *Minneapolis Cablesystems v. City of Minneapolis*, 299 N.W.2d 121, 122 (Minn. 1980)). Appellants argue that a fact issue exists regarding whether these parties had a meeting of the minds on whether the crop would be transferred with the land. Whether a meeting of the minds exists is an objective question, and “it is the expressed mutual assent [of the parties to the purported agreement] rather than actual mutual assent which is the essential element.” *N. Star Ctr., Inc. v. Sibley Bowl, Inc.*, 295 Minn. 424, 426, 205 N.W.2d 331, 332 (1973); see *SCI Minn. Funeral Servs., Inc.*, 795 N.W.2d at 864 (stating that “[w]hether mutual assent exists is tested under an objective standard”). Under this objective standard, the existence of a meeting of the minds

does not require a subjective mutual intent to agree on the same thing in the same sense, but may be based on objective manifestations whereby one party by his words or by his conduct, or by both, leads the other party reasonably to assume that he assents to and accepts the terms of the other's offer.

Holt v. Swenson, 252 Minn. 510, 516, 90 N.W.2d 724, 728 (1958) (footnote omitted).

Here, the parties signed a purchase agreement drafted by the attorney then representing appellants. Therefore, there is an "objective manifestation" of the parties' agreement to the terms of that purchase agreement.

Neither that purchase agreement nor the associated deed mentions the crop. Absent a contractual provision to the contrary, "title to growing crops passes with title to the land." *Wojahn v. Faul*, 235 Minn. 397, 399, 51 N.W.2d 97, 98 (1952) (footnote omitted); see *Mehl v. Norton*, 201 Minn. 203, 205-06, 275 N.W. 843, 844-45 (1937) (stating that "[g]rowing crops are part of the land, and whether tenant or trespasser, an occupant's title to grown crops is dependent upon possession of the land, in the absence of special contract. Loss of possession in law terminates his right to the land and the crops. An owner who obtains possession of his land acquires title to all crops growing on the land at the time, without liability to the former occupant . . . to pay for their value, and an action cannot be maintained by the latter against the owner to recover the same") (citations omitted).¹ Thus, absent an agreement to the contrary, conveying land conveys

¹ The purchase agreement and deed refer to conveying "personal property" and "hereditaments," respectively. There is some authority that, for certain purposes, crops can be deemed personalty. E.g., *Christenson v. Town of Dollymount*, 241 Minn. 409, 411, 63 N.W.2d 367, 368 (1954) (citing *Schuchard v. St. Anthony & Dakota Elevator Co.*, 176 Minn. 37, 222 N.W. 292 (1928)). Appellants, however, do not assert that this

crops on that land when possession of the land is transferred. Here, because there is no allegation of an agreement other than the purchase agreement, the terms of that agreement show that it conveyed to respondent any crop on the land when he acquired possession of the land.

Appellants' argument that a fact question exists regarding whether the parties had a meeting of the minds on whether the crop would be conveyed with the land is based on what they assert is their own lack of intent to convey the crop. This argument assumes that whether a meeting of the minds occurs is based on the parties' *subjective* intent to agree on the same thing, and is contrary to the objective nature of the inquiry described in *N. Star Ctr., Inc.*, and *SCI Minn. Funeral Servs., Inc.*

II.

Alternatively, appellants sought rescission of the purchase agreement based on what they alleged was their unilateral failure to understand that the law would transfer the crop with the land. The summary judgment rejected this argument. Appellants challenge that aspect of the summary judgment.

When a district court addresses a motion for summary judgment, it is to consider the motion through the “prism of the substantive evidentiary burden” of the party seeking relief. *Richie v. Paramount Pictures Corp.*, 544 N.W.2d 21, 26 (Minn. 1996) (citing *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 254, 106 S. Ct. 2505, 2513 (1986)). The

case involves a situation requiring the crop to be deemed personalty. Moreover, because, absent an agreement to the contrary, a crop is conveyed with the land, whether the crop can be deemed a hereditament, as asserted by respondent, is irrelevant. *Cf. Black's Law Dictionary* 794 (9th ed. 2009) (defining “hereditament” as “[a]ny property that can be inherited; anything that passes by intestacy”).

substantive evidentiary burden for a party seeking rescission is to show by clear and convincing evidence that rescission is the appropriate remedy. *Berg v. Ackman*, 431 N.W.2d 264, 266 (Minn. App. 1988). Therefore, we address whether, in the district court, appellants showed the existence of a fact question regarding whether there was clear and convincing evidence that rescission is the appropriate remedy for their alleged unilateral mistake in assuming they could retain the crop.²

Generally, “[a]n offeree will not be permitted to snap up an offer that is too good to be true; no agreement based on such an offer can * * * be enforced by the acceptor.” *A.A. Metcalf Moving & Storage Co. v. North St. Paul-Maplewood Oakdale Sch.*, 587 N.W.2d 311, 318 (Minn. App. 1998) (quotation omitted), *review denied* (Minn. Mar. 16, 1999). A mere failure to understand the law, however, is not a sufficient basis to avoid a contractual obligation. *See Dorso Trailer Sales, Inc. v. Am. Body & Trailer, Inc.*, 464 N.W.2d 551, 556 (Minn. App. 1990) (stating that counsel’s ignorance of law not a reasonable excuse), *rev’d in part on other grounds*, 482 N.W.2d 771 (Minn. 1992). Specifically, a unilateral mistake does not warrant rescission of a contract absent ambiguity, fraud or misrepresentation. *State v. Rodriguez*, 775 N.W.2d 907, 912 (Minn. App. 2009), *review denied* (Minn. Feb. 16, 2010). Nor is reformation of a contract available absent “fraud or inequitable conduct by the other party.” *Nichols v. Shelard Nat’l Bank*, 294 N.W.2d 730, 734 (Minn. 1980). Here, appellants argue that respondent

² On appeal, the parties may confuse rescission and reformation. Because reformation also requires clear and convincing evidence, *Gethsemane Lutheran Church v. Zacho*, 258 Minn. 438, 442 104 N.W.2d 645, 648 (1960), any such confusion does not impact the substantive-burden analysis for purposes of summary judgment.

took unfair advantage of their failure to understand that, unless the crop was specifically addressed, it would be conveyed when possession of the land was transferred. To the extent that appellants' argument is simply one that rescission should be granted because they failed to recognize that transfer of the land would also transfer the crop, that argument is based on an alleged misunderstanding of the law and is, as a matter of law, insufficient to avoid summary judgment under the caselaw cited above.

Nor does this record otherwise create a fact question that respondent acted inequitably. The purchase agreement was drafted by the attorney then representing appellants. That agreement, particularly in light of the unambiguous law on the subject, is, as a matter of law, not ambiguous regarding whether the crop would be transferred with the land. *See, e.g., Dykes v. Sukup Mfg. Co.*, 781 N.W.2d 578, 582 (Minn. 2010) (stating that “[w]hether a contract is ambiguous is a question of law that we review de novo”) (citing *Carlson v. Allstate Ins. Co.*, 749 N.W.2d 41, 45 (Minn. 2008)). Because, pursuant to the terms of a contract drafted—and signed—by appellants, the crop became respondent's crop when the land was conveyed to him, how respondent could have acted inequitably by harvesting that crop is neither clear nor explained. Moreover, even if the purchase agreement was somehow deemed ambiguous regarding whether the transfer of the land would also transfer the crop, that fact would not favor appellants. Ambiguous contractual provisions are construed against the drafting party. *Hilligoss v. Cargill, Inc.*, 649 N.W.2d 142, 148 (Minn. 2002).

Affirmed.