STATE OF MINNESOTA
IN COURT OF APPEALS
A24-0526

Ronald A. Hagle,
Appellant,

vs.

Gossett Properties LLC, et al.,
Respondents,

John Doe, et al.,
Defendants.

Filed March 31, 2025
Affirmed
Smith, Tracy M., Judge

Sherburne County District Court
File No. 71-CV-21-576

Ronald A. Hagle, Forest Lake, Minnesota (pro se appellant)

Jevon C. Bindman, Jonathan R. Septer, Emily A. Liebman, Maslon LLP, Minneapolis, Minnesota (for respondents)

Considered and decided by Ross, Presiding Judge; Smith, Tracy M., Judge; and Bratvold, Judge.

NONPRECEDENTIAL OPINION

SMITH, TRACY M., Judge

Appellant Ronald A. Hagle appeals from the district court's judgment on remand dismissing Hagle's complaint challenging the termination of his contract for deed. On remand, the question before the district court was whether respondent Gossett Properties

LLC had properly served Hagle with a notice of termination of contract for deed by substitute service at Hagle's usual place of abode. *Hagle v. Gossett Properties LLC*, No. A22-0135, 2022 WL 17086660, at *7 (Minn. App. Nov. 21, 2022). Because the district court did not clearly err by finding that the home at which service was made was Hagle's usual place of abode and properly determined that, as a result, Hagle's contract for deed was legally terminated and dismissal of Hagle's claim was appropriate, we affirm.

FACTS

We recited the facts of this case in more detail in Hagle's prior appeal. *Id.* at *1-3. Here, we identify only those facts that are relevant to this appeal.

In 2007, Hagle entered into a contract for deed to purchase real property in Sherburne County from seller Prism Real Estate Inc. As part of the contract for deed, Hagle agreed to assume two promissory notes, pay off the remainder of the purchase price over the next year, and pay taxes and assessments on the property. Hagle did not record the contract for deed, as required by statute. *See* Minn. Stat. § 507.235, subd. 1 (2024) (requiring vendee to record their interest in contract for deed).

In March 2019, Gossett Properties obtained a quitclaim deed to the property and recorded the deed. The owners of Gossett Properties later asserted in a joint affidavit filed in the district court as part of this proceeding that they had been told before purchasing the property that Hagle's "unrecorded contract for deed either did not exist, had been terminated, or was abandoned."

In April 2021, Gossett Properties prepared a notice of termination of Hagle's contract for deed on the ground that Hagle was in default for failing to make all the

payments required under the contract for deed. *See* Minn. Stat. § 559.21, subd. 2a (2024) (allowing termination of real-estate contract upon purchaser's default). The notice provided Hagle with 60 days to cure the default, as required by statute. *See id.*

On April 29, 2021, a process server executed an affidavit stating that she served the notice of termination that afternoon "by handing to and leaving with Jane Doe, mother, a person of suitable age and discretion then and there residing at . . . the usual abode of [Hagle]." And, in a handwritten postservice note, the process server stated, "Lady came to window. Said Ron wasn't home. I asked if she lived there. She said yes, she was Ron's mother. I said I could leave with her. She said I ain't taking anything. Leave in front d[oo]r." It is uncontested that the woman upon whom service was made was Andree McNeill, Hagle's mother-in-law.

In June 2021, Hagle filed a complaint against Gossett Properties and one of its owners, Erika Gossett (collectively, Gossett), alleging, in relevant part, that the notice of termination was not properly served. Additionally, Hagle filed two affidavits, one from himself and one from McNeill. In his affidavit, Hagle stated that he and McNeill lived in "separate living units" and that McNeill lived on the upper level of the split-level home while Hagle and his wife, Tara Hagle, lived on the lower level. Hagle stated that his "residence ha[d] separate entrances through the garage or through a backdoor that open[ed] to the stairs down to where [he] live[d]."

McNeill, in her affidavit, provided a similar description of the home. McNeill also described her discussion with the process server, stating: "I told [the process server that] Ronald Hagle lives downstairs and if the garage door was open, she should go knock on

his door, if not she should go around the back and knock on the back door that provided access to his downstairs living unit."

On June 29, 2021, the notice of termination, the affidavit of service, and an affidavit from Gossett's attorney averring that Hagle failed to cure the default within 60 days of service of the notice of termination were recorded with the county recorder. Gossett then moved the district court to dismiss Hagle's action pursuant to Minnesota Rule of Civil Procedure 12.02(e) for failure to state a claim upon which relief may be granted, arguing that Hagle's claim of improper service of the notice of termination was meritless and that the contract for deed was terminated when Hagle did not cure the default within 60 days.

The district court held a hearing on Gossett's motion to dismiss, after which Hagle and Gossett both submitted additional evidence and memoranda of law. Hagle submitted photos of the home showing a separate mailbox behind the property near the back door and his and his wife's names below the back door's doorbell.

The district court granted Gossett's motion and dismissed Hagle's action. Taking into account the parties' submissions beyond the complaint, the district court determined that the notice of termination was properly served on Hagle and that Hagle had failed to show that he cured the claimed default within 60 days of service. It concluded that, because Hagle did not cure the default or obtain an injunction to suspend the termination, the contract for deed was terminated along with all rights that it conferred.

On appeal, we treated the district court's grant of Gossett's motion to dismiss as a grant of summary judgment. *Hagle*, 2022 WL 17086660, at *3. We concluded that, based on the undisputed evidence, the district court did not err by determining that McNeill was

of suitable age and discretion for substitute service. *Id.* at *6. But we also concluded that there was a genuine issue of material fact about whether service occurred at Hagle's usual place of abode. *Id.* We questioned whether the separate entrances to the home indicated that there were two separate residences and noted that the district court's reliance on the zoning of the home as a single-family residence "does not foreclose the possibility that Hagle and McNeill actually maintain[ed] two residences." *Id.* at *5. We remanded to the district court, stating: "On remand, the district court shall make the findings of fact concerning Hagle's residence that are necessary to determine whether he was properly served with the notice of termination by substituted service at his 'usual place of abode.'" *Id.* at *7.

Following remand, the district court held a review hearing and clarified that the immediate issue before it was whether Hagle was properly served with the notice of termination. The district court permitted both parties to submit additional evidence on that issue, which they did. Hagle's filings, which included a supplemental affidavit from McNeill, asserted that he and McNeill lived separately, as evidenced by there being two separate sets of rooms and appliances in the home, including washing machines, dryers, refrigerators, dishwashers, kitchens, and storage areas.

Thereafter, the district court filed an order regarding the issue of service. The district court found that, although the home is divided internally between Hagle and McNeill, the record—specifically, zoning records, county records, property tax statements, the deed, the mortgage, Hagle's filings with the district court, and the process server's reasonable observations that the home was a single-family residence—supported finding that McNeill

and Tara Hagle co-owned the entire property and, therefore, McNeill and Hagle shared a usual place of abode. Accordingly, the district court determined that the substitute service on McNeill was effective on Hagle and, as a result, Hagle's contract for deed was legally terminated.

Following some additional arguments from the parties, the district court filed an order reinstating its prior judgment of dismissal and judgment was entered accordingly.

Hagle appeals.

DECISION

Hagle makes two arguments related to service of the notice of termination.[1] First, Hagle argues that the district court erred when it determined that substitute service on McNeill was proper despite there being evidence in the record indicating that Hagle and McNeill maintained separate residences. Second, Hagle argues that the district court erred by relying on tenancy in common to conclude that McNeill had access to Hagle's residence because, Hagle asserts, co-tenants maintain the right to divide a property into two separate abodes. Additionally, as part of his second argument, Hagle asserts that the district court

[1] Hagle makes additional arguments on appeal that are unrelated to service of the notice of termination. Appellate courts generally do not address issues that were not considered or decided by the district court. *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988) ("A reviewing court must generally consider only those issues that the record shows were presented and considered by the trial court in deciding the matter before it." (quotation omitted)); *see also Singelman v. St. Francis Med. Ctr.*, 777 N.W.2d 540, 543 (Minn. App. 2010) ("This court generally does not address issues presented in but not decided by the district court." (quotation omitted)). Because, consistent with our instructions, the district court on remand considered and decided only whether Hagle was properly served with the notice of termination by substitute service at his usual place of abode, we decline to address Hagle's other arguments.

violated his due-process rights by relying on tenancy in common when neither party had briefed the issue and by not addressing Hagle's subsequent filings challenging the district court's reliance on tenancy in common.

As we noted in Hagle's previous appeal, notice of termination of a contract for deed "must be served within the state in the same manner as a summons in the district court." Minn. Stat. § 559.21, subd. 4(a) (2024); *Hagle*, 2022 WL 17086660 at *3. Accordingly, Minnesota Rule of Civil Procedure 4 and caselaw interpreting that rule govern whether the notice of termination was properly served on Hagle.

Rule 4 allows for a summons to be served on a natural person "by leaving a copy at the individual's usual place of abode with some person of suitable age and discretion then residing therein." Minn. R. Civ. P. 4.03(a). This is commonly referred to as "substitute service." *Jaeger v. Palladium Holdings, LLC*, 884 N.W.2d 601, 604-05 (Minn. 2016). "Usual place of abode" refers to "the place where the [individual] is actually living at the time when service is made." *Berryhill v. Sepp*, 119 N.W. 404, 405 (Minn. 1909).

"Whether service of process is effective presents a question of law," which appellate courts review de novo, but an individual's residency, including the identification of a usual place of abode, presents a question of fact. *Jaeger*, 884 N.W.2d at 606-07. "[W]hen reviewing whether substitute service is effective, [appellate courts] must defer to the district court's factual findings on the residency of the individual served unless they are clearly erroneous." *Id.* at 607. "It is not the province of [an appellate court] to reconcile conflicting evidence." *Fletcher v. St. Paul Pioneer Press*, 589 N.W.2d 96, 101 (Minn. 1999) (quotation omitted). "Findings of fact are clearly erroneous only if the reviewing

court is left with the definite and firm conviction that a mistake has been made." *Id.* (quotation omitted).

A. The district court's factual findings that McNeill and Hagle shared a usual place of abode are not clearly erroneous.

Hagle argues that the district court erred because the affidavit from McNeill stating that she had told the process server that Hagle lived downstairs, combined with the photos of the back door and mailbox, make clear that Hagle and McNeill maintained separate residences. Hagle also challenges the district court's finding that the process server observed that the home was a single-family residence because there is no such statement from the process server in the record.

Gossett asserts that the district court's decision is not clearly erroneous because it is supported by the documents in the record and Hagle's own representations in his court filings, which list the home's address without indicating that Hagle lived in a specific unit inside the home. Gossett also contends that, to the extent that the district court's conclusion relied on its finding about the process server's observations, the district court did not clearly err by making that finding because evidence in the record supports that the indications of separate residences within the home, including Hagle's mailbox and doorbell, were at the back of the property and would not have been visible to the process server.

The district court's finding that the property was a single-family residence co-owned by McNeill and Tara Hagle is based on zoning records, county records, property tax statements, the deed, and the mortgage. As we stated in Hagle's previous appeal, such documents do not necessarily foreclose the possibility that Hagle and McNeill maintained

separate residences. *Hagle*, 2022 WL 17086660, at *5. But, when considered in combination with Hagle's own filings—which Hagle does not contest list the address of the property without specifying any unit therein—and the process server's observations, the district court's finding is not clearly erroneous.

Hagle is correct that the district court did not have a statement from the process server describing their observations of the home. However, the process server's postservice note and the photos in the record support that the process server approached the front door of the property and would not have been able to determine, based on observations alone, that the home was divided internally because Hagle's separate mailbox and door were at the back of the property and not visible from the front. And, while McNeill submitted an affidavit as part of this proceeding stating that she had informed the process server that Hagle lived downstairs in a separate residence, the existence of that affidavit does not make the district court's finding about the process server's observations clearly erroneous because other facts in the record, namely, the process server's postservice note, describe the conversation between McNeill and the process server and do not describe McNeill as making those statements.

Accordingly, we conclude that the district court's findings that McNeill co-owned the single-family residence with Tara Hagle, and therefore shared Hagle's usual place of abode, are supported by the record and are not clearly erroneous. *See Fletcher*, 589 N.W.2d at 101.

B. The district court's discussion of tenancy in common is not erroneous or a violation of Hagle's due-process rights.

After determining that substitute service was effective on Hagle, the district court stated:

> Lastly, Minnesota real estate law provides that a tenant in common shares a common right to possess the entire interest of the property. A tenant in common may not exclude a cotenant. Therefore, we find that, despite any informal agreement between the parties, Ms. McNeill and Tara Hagle both have access to all parts of a building that they co-own in the entirety, and neither may exclude the other.

(Citations omitted.)

First, Hagle argues that the district court erred by deciding that Tara Hagle and McNeill were tenants in common and, thus, substitute service on McNeill was proper. Hagle asserts that co-owners may still enter into an implied contract with one another to divide the property and that that was the case here. Gossett asserts that the district court did not rely on tenancy in common in reaching its conclusion but, instead, referenced it for purposes of illustration and that the district court's finding that Hagle and McNeill share a single abode is supported by the evidence, including "the deed, mortgage, county records, property tax statements, zoning records, mailbox placement, and [Hagle's] representations in court filings."

Gossett's argument is persuasive. The district court had already made its factual findings and determined that the building was a single-family residence co-owned by Tara Hagle and McNeill before it discussed tenancy in common. Because the findings of fact are not clearly erroneous and the discussion of tenancy in common does not undermine the

factual findings, the district court did not err in determining that McNeill and Hagle shared a usual place of abode.

Second, Hagle argues that, because neither party filed memoranda in the district court on the issue of tenancy in common, the district court's reliance on tenancy in common in its order and its failure to address Hagle's subsequent filings challenging the district court's use of tenancy in common in its reasoning was a violation of Hagle's due-process rights.

An individual's due-process rights are guaranteed by the United States and Minnesota Constitutions. U.S. Const. amend. XIV, § 1; Minn. Const. art. I, § 7. "Generally, due process requires adequate notice and a meaningful opportunity to be heard. But adequate notice and a meaningful opportunity to be heard are flexible concepts depending on the circumstances." *Staeheli v. City of St. Paul*, 732 N.W.2d 298, 304 (Minn. App. 2007) (citation omitted). We review whether a party's procedural due-process rights were violated de novo. *Id.*

Here, the district court held a review hearing, which Hagle attended; it accepted several filings from Hagle on the issue of service of process; and it ultimately filed its order determining that service was proper, which addressed Hagle's filings and arguments. Given that the district court's finding that McNeill and Hagle shared an abode does not turn on its tenancy-in-common analysis, Hagle was not deprived of a meaningful opportunity to be heard when the district court referenced tenancy in common in its order. Accordingly, we determine that there was no violation of due process by the district court.

In conclusion, because the district court did not clearly err by finding that substitute service of the notice of termination was made at Hagle's usual place of abode and did not err or violate Hagle's due-process rights by discussing tenancy in common in its order, we affirm the district court's order dismissing Hagle's claims.

Affirmed.