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**STATE OF MINNESOTA
IN COURT OF APPEALS
A06-2408**

Norwest Bank Minnesota North, N. A.,
n/k/a Wells Fargo Bank, N. A.,
Respondent,

vs.

Reed Beckler,
Appellant.

**Filed January 29, 2008
Affirmed
Kalitowski, Judge**

Scott County District Court
File No. 70-1998-08467

James A. Wade, Roy J. Christensen, Johnson, Killen & Seiler, P.A., 800 Wells Fargo
Center, 230 West Superior Street, Duluth, MN 55802 (for respondent)

John F. Bonner, III, Robyn K. Johnson, Bonner & Borhart LLP, 1950 U.S. Bank Plaza,
220 South Sixth Street, Minneapolis, MN 55402 (for appellant)

Considered and decided by Kalitowski, Presiding Judge; Toussaint, Chief Judge;
and Huspeni, Judge.*

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

UNPUBLISHED OPINION

KALITOWSKI, Judge

Appellant Reed Beckler challenges a money judgment entered against him in Scott County, pursuant to a Hennepin County determination that the amount respondent bank owed appellant as corporate trustee from a bequest was to be offset against the amount that appellant owed the trust on a promissory note. Appellant argues that (1) his due process rights were violated because there was no determination that respondent was entitled to enforce the lost note; and (2) the district court lacked jurisdiction to rule on this matter and the doctrines of law of the case, res judicata, and collateral estoppel precluded the district court's action. We affirm.

DECISION

When the underlying facts are undisputed, this court reviews the district court's application of law de novo. *Modrow v. JP Foodservice, Inc.*, 656 N.W.2d 389, 393 (Minn. 2003).

I.

Appellant argues that the Scott County district court's entry of judgment denied him due process because he was not given an opportunity to present his lost-note defense to enforcement of the promissory note. We disagree.

Despite appellant's assertions to the contrary, the record indicates that appellant presented his lost-note defense in a 1999 summary-judgment motion in Scott County district court. The district court denied appellant's motion for summary judgment, finding that "[n]o one disputes the terms of the note . . . or the fact that the debt is owed."

The case was tried to a jury, and the jury found appellant was liable on the note, subject only to the condition precedent of respondent's payment of appellant's bequest. This court affirmed the jury's verdict in 2003. Therefore, we conclude that appellant's defenses have been rejected, and cannot be relitigated in this subsequent appeal. *See Lange v. Nelson-Ryan Flight Serv., Inc.*, 263 Minn. 152, 156, 116 N.W.2d 266, 269 (1962) (holding that issues considered and decided on a first appeal become the law of the case and will not be reexamined on a second appeal).

II.

Appellant argues that the district court lacked jurisdiction to rule on respondent's motion, and that the doctrines of the law of the case, collateral estoppel, and res judicata precluded entry of judgment against appellant. Because we conclude that the Scott County district court acted properly in enforcing the order of the Hennepin County probate court division, we disagree.

By entering judgment for respondent on appellant's promissory note, Scott County acted in accordance with a Hennepin County order requiring respondent to pay appellant his bequest by offsetting that payment against the amount appellant owed to respondent based on the promissory note. Although appellant contends that the action taken by Hennepin County contradicted prior Scott County judgments that were affirmed by this court, the record indicates that appellant did not challenge the Hennepin County order. Appellant argues that the Hennepin County order was not immediately appealable. But because appellant was aggrieved by the order, even if it was not immediately appealable, appellant should have taken some action to attempt to stay or enjoin enforcement of the

order in Hennepin County. Because the district court in Scott County was merely implementing the Hennepin County order, we conclude that there is no basis for granting relief here.

Finally, we note that the result here is not unfair to appellant. It is undisputed that appellant owes the trust the balance on the promissory note. That issue has been fully litigated, and all that appellant is properly challenging in this appeal is the method of payment. And after taking into account the interests of all of the trust beneficiaries, the court in Hennepin County appropriately directed that the balance be paid by offsetting the amount owed to the trust against appellant's bequest. The record indicates that on two occasions respondent has offered to exchange checks with appellant to ensure that appellant receives his bequest, and appellant has failed to respond. The obligation owed under this promissory note has been disputed for over a decade. It is time to bring this matter to a close.

Affirmed.