

IN THE IOWA DISTRICT COURT FOR FAYETTE COUNTY

BROWNELL, BRADLEY, Plaintiff, v. BROWNELL, KOLLIN, Defendant.	No. SCSC024547 FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT
--	--

In the course of ruling upon disputes Courts sometimes are called upon to answer existential questions. See, e.g., *PGA Tour, Inc. v. Martin*, 532 U.S. 661, 700, 121 S.Ct. 1879, 1902, 149 L.Ed.2d 904 (2001): “It has been rendered the solemn duty of the Supreme Court of the United States...to decide What Is Golf.” (Scalia, J., dissenting). Here, this Court must, in course of ruling upon a contract claim by a father against his son, decide What Is a Tractor.

The parties’ minds met about transfer of a “tractor” from Plaintiff to Defendant. But, did their minds meet on the issue of what constitutes a “tractor”? This case suggests they did not understand the term in the same way. The parties agree that they made a contract. But the Court must here sort out whether or not they truly did.

Plaintiff in this case, Bradley Brownell, is father of Defendant, Kollin Brownell. The Court will refer to Plaintiff as “Brad” and Defendant as “Kollin”. Brad filed this case against Kollin under Code Chapter 631 over the value of certain items Kollin held. These items are: certain tractor parts and a Milwaukee battery-powered bandsaw. Brad did not file this case as a Chapter 643 action for replevin; therefore Kollin’s possession of the items will not be disturbed. At stake is their value and who owns that value.

On August 1, 2023 this case was tried to the Court. Brad confirmed for the court that he does not seek the return of the items listed in his petition. Brad filed with the Clerk of Court several proposed Exhibits, numbered 0 through 7 (omitting 4).

- a) Exhibit 0 = List of events relevant to this case [supported through testimony]
- b) Exhibit 1 = Pictures of IH1066 tractor purportedly taken on 8 and 9 December 2014, showing its state “Before & After” the parties lightened it for competition.
- c) Exhibit 2 = Email and letter communication chain between Brad, his attorney’s assistant, and Brad’s wife’s attorney, relating to the tractor, which Brad treats as evidence of a “purchase agreement” between Brad and Kollin.
- d) Exhibit 3 = Copy of bank deposit slip showing Kollin’s payment to Brad and Kristi Brownell.
- e) Exhibit 5 = Invoice from Brad to Kollin demanding either return of or payment of the value of the four items whose value is at issue in this case.
- f) Exhibit 6 = Screen shot of internet page showing same model of International tractor for sale in Ohio, including the parts whose value is at issue in this case.
- g) Exhibit 7 = Clerk of Court receipt for filing fee for SCSC024547.

At trial Brad offered these exhibits into evidence. Kollin’s attorney Patrick Dillon objected to Exhibits 0 and 2. The Court admitted all exhibits for what weight they might carry, subject to Kollin’s objections made. Those objections are here overruled.

Having received testimony and admitted exhibits, the Court took the case under advisement. The Court now makes the following:

FINDINGS OF FACT

- 1) Brad's vocation is farming. During some year prior to this case, and apparently prior to December 2014, Brad obtained ownership of an International Harvester (IH) 1066 farm tractor ("the tractor"). So far as the Court can determine, Brad purchased the tractor to perform work on his farm.
- 2) This IH1066 tractor apparently came to Brad equipped with, *inter alia*: a driver's cab, a three-point hitch arm, a draw bar, and a power takeoff ("PTO") shaft. The listed items are detachable from the tractor's primary frame but are mostly necessary for it to operate non-powered attachments for field work.
- 3) During the month of December 2014 Brad and his then-teenage son Kollin agreed to employ the tractor as an entry in competition "tractor pulls", a form of machine competition in which Kollin had taken interest.
- 4) The parties had to lighten the tractor to make it competitive for pulling. To do so they removed some of the tractor's detachable parts. The parties detached the cab, the three-point hitch arm, the PTO shaft, and the draw bar.
- 5) Kollin used the stripped-down tractor to compete in tractor pulls during his high school years. At trial he stated without contradiction that "Every winter I put money in it to compete... in the bottom, low-line class" or also "farm stock class."
- 6) During these years Brad paid for fuel for the tractor, and for insurance coverage of the vehicle.
- 7) In May 2021 Brad's wife Kristi filed a petition for divorce from Brad. See Fayette County case number CDDM002853. Brad and Kristi entered a stipulation for settlement, filed June 8, 2023, and the Court granted dissolution of marriage on June 10, 2023. At dissolution Kollin was then over 18 years of age.
- 8) As part of negotiations leading to dissolution Brad apparently discussed with Kollin a sale to Collin of "the tractor". Just what constitutes "the tractor" is hotly disputed. Plainly the parties entered an oral contract, whose terms are uncertain.
- 9) Sole contemporaneous evidence of the terms of this oral agreement appears in Brad's Exhibit 2. Exhibit 2 shows Brad informing his attorney's assistant on April 29, 2023 that: "I am in agreement with the sale of the 1066 pulling tractor for \$10,000. This would be the sale of tractor only no weights *or other items*. Kerndt Brothers Bank has a lien on all farm equipment..." [lack of punctuation in original].
- 10) Exhibit 2 goes on to state attorney Prendergast's desire to "make sure we are all on the same page of what items that are Kollin's remain for him to pick up." The Court finds that this communication from attorney Prendergast indicates that the parties may have still had some question in their minds as to just what Kollin was entitled to receive for his \$10,000.00 (which would go to pay down Brad's overdrawn farm bank account.)
- 11) Brad's communications with attorney Prendergast support a conclusion that Brad and Kristi had agreed about selling Kollin "the tractor".
- 12) Unfortunately Brad presented no evidence that Kollin understood that he could not have the removed parts of the tractor which came to Brad with the machine.

- 13) Kollin did apparently believe that the parts removed in 2014 remained part of the tractor, even though detached.
- 14) Brad presented no testimony that he had any separate use for the parts removed from the tractor machine, which he testified that he agreed to sell.
- 15) Kollin confirmed at trial that his “Mom said the tractor could be sold for \$10,000.” He agreed to pay Brad and Kristi \$10,000.00, and Exhibit 3 confirms that he did so. Kollin presented his recollection of Brad’s offer: “He said: “ten thousand dollars, take it or leave it.”
- 16) Kollin’s witness Art Brown of Clermont testified that he accompanied Kollin to the Brownell farmhouse to mow the grass. Kristi Brownell still resided in the farm house at the time. Mr. Brown said that Kollin approached his father saying “I have a check for you for the tractor.” Mr. Brown indicated that Brad accepted the check from Kollin, replying that he “wanted the weights off the tractor, and you get it out today.”
- 17) When taking delivery of the tractor, Kollin also picked up the draw bar, three point assembly, and power take off shaft. In Brad’s words Kollin “helped himself to” these tractor parts. Kollin left the cab.
- 18) While taking the pieces of tractor Kollin also picked up a Milwaukee bandsaw with blades and battery. At trial Kollin testified that he believed that his father had given him this tool as a gift.
- 19) Kollin also testified that “I thought I did” own the tractor since 2014. The Court finds that the evidence indicates otherwise: Brad and Kristi were the actual owners of the tractor, although Kollin was allowed free use of it. The Court takes judicial notice of the common family reality that most teenagers may use certain items they consider “theirs” (motor vehicles, firearms, etc.) but which are actually owned by their parents.
- 20) When taking delivery of the tractor (including parts) Kollin paid Brad the promised \$10,000.00. The parties thereby executed their contract.
- 21) The Court finds substantial evidence that the parties’ minds did meet on terms of the contract. The parties agreed that Brad would transfer “the tractor” to Kollin, and that Kollin would pay \$10,000 for this transfer.
- 22) As Brad’s Exhibit 5 shows, only on February 27, 2023—some nine months after Kollin paid for and took the tractor—did Brad seek to claim tractor parts.
- 23) The Court finds that the valid oral contract was fully executed when Kollin took the machine into his possession and Brad received \$10,000 in exchange.
- 24) Brad’s claim in this case addresses only a peripheral matter: do the detached parts of the tractor count as “the tractor” in performance of the executed contract, or were they extraneous to the contract? The Court finds that the parts were extraneous to the contract.
- 25) The Milwaukee saw poses a separate problem. It is not a tractor part. The Court finds that Brad has not carried his burden of proof to show that he, not Kollin, owned the saw. Kollin testified that the saw had previously been given to him as a gift. The Court cannot find that Brad denied Kollin’s defense.

The Court finds relevant to resolution of the foregoing facts the following:

CONCLUSIONS OF LAW

- 1) “[I]t is elemental that to constitute a contract, either written or oral, there must be a meeting of the minds of the contracting parties.” *Hallowell v. McLaughlin Bros.*, 136 Iowa 279, 282, 111 N.W. 428, 430 (1907).
- 2) The existence of an oral contract, as well as its terms and whether or not it was breached, are ordinarily questions for the trier of fact. *Dallenbach v. Mapco Gas Prod. Inc.*, 459 N.W.2d 483, 486 (Iowa 1990); *Gallagher, Langlas & Gallagher v. Burco*, 587 N.W.2d 615, 617 (Iowa App. 1998).
- 3) “To prove the existence of an oral contract, the terms must be sufficiently definite for a court to determine with certainty the duties of each party, the conditions relative to performance, and a reasonably certain basis for a remedy. *Netteland v. Farm Bureau*, 510 N.W.2d 162, 165 (Iowa App. 1993); *Burke v. Hawkeye National Life Ins. Co.*, 474 N.W.2d 110, 113 (Iowa 1991); *Severson v. Elberon Elevator Inc.*, 250 N.W.2d 417, 420 (Iowa 1977).
- 4) Where a contract appears to exist, courts are reluctant to find it too uncertain to be enforceable. *Audus v. Sabre Comm. Corp.*, 554 N.W.2d 868, 872 (Iowa 1996)
- 5) When contract terms are not definite, courts are reluctant to impose reasonable terms upon contracting parties. *Bowser v. PMX Industries, Inc.*, 545 N.W.2d 898, 900 (Iowa App. 1996).
- 6) “A contract becomes executed only when it has been performed according to its terms. Until this has been accomplished it is executory.” *State v. Associated Packing Co.*, 195 Iowa 1318, 1322, 192 N.W. 267, 269 (1923).
- 7) “For a contract to be valid, the parties must express mutual assent to the terms of the contract.” *Schaer v. Webster County*, 644 N.W.2d 327, 338 (Iowa 2002).
- 8) Mutual assent is present when it is clear from the objective evidence that there has been a meeting of the minds. *Schaer*, supra.
- 9) Contract terms must be sufficiently definite for the court to determine the duty of each party and the conditions of performance. *Seastrom v. Farm Bureau Life Ins. Co.*, 601 N.W.2d 339, 346 (Iowa 1999). The Court finds that the terms of the oral contract here are sufficiently definite to be determinable.
- 10) Iowa Code section 321.1(24) defines “farm tractor” as “every motor vehicle designed and used primarily as a farm implement for drawing plows, mowing machines, and other implements of husbandry.” See *Hessler v. Ford*, 255 Iowa 1055, 125 N.W.2d 132, 98 A.L.R.2d 539 (1963), followed in *Pierce v. Seidl*, 204 N.W.2d 923 (Iowa 1973).
- 11) The IH660 tractor at issue in this case fits within this definition. It is designed, and in Brad’s first years owning it was used primarily for husbandry, despite recent years seeing use in competitions rather than as “a farm implement.”
- 12) Section 321.1(24)’s verb “drawing” the subject “implements of husbandry” implies that a complete farm tractor must include the means of attaching implements to be drawn, that is, dragged or towed. Such means of “drawing” include three-point hitches and draw bars, and probably also power take off-shafts.
- 13) A tractor may include attachments such as a “cab”. *Williams v. Burch Mfg. Co.*, 123 F. Supp 665 (N.D. Iowa 1954). Power take-off shafts, draw bars, and three-point hitches are such attachments.

- 14) A power-takeoff shaft connects to a tractor's crankshaft so as to provide power to attached equipment that contains no power source in itself. See *Erickson v. Erickson*, 250 Iowa 491, 496, 94 N.W.2d 728, 731 (1959): "This power take-off shaft is connected to the tractor by means of a universal joint and gear box." See also, e.g., *Kutsugeras v. AVCO, Inc.*, 973 F.2d 1341, 1342 (7th Cir. 1992): "Power was supplied to the picker by means of a power take off ("PTO") unit running from tractor."
- 15) A three-point hitch connects non powered equipment to a tractor. That equipment may be towed behind the tractor. See *Godeau v. Roadway Exp., Inc.*, 299 So.2d 915 (La.App. 1974): A plow attached to the rear of a farm tractor by a three-point hitch on a crossbar was "towed" farm equipment or a "towed" implement of husbandry, though the plow lacked wheels. Or the equipment may be raised or lowered by the tractor's power. See American Law of Products Liability 3d § 112:72, *Tractors* (2023) citing *Foley v. Case Corp.*, 884 F. Supp. 313 (S.D. Ind. 1994) (applying Indiana law): "The tractor would raise and lower the backhoe by means of a hydraulic system operating a three-point hitch to which the tractor was attached."
- 16) A "draw bar" is a hitching device by which non-powered attachments, such as plows or wagons, may be towed behind a tractor. See, e.g., *Todd v. Sears Roebuck & Co.*, 216 F.2d 594, 595 (4th Cir. 1954); *Devin v. Western Wheeled Scraper Co.*, 66 F.2d 631 (6th Cir. 1933).
- 17) The Court concludes that Kollin's supposition was and is reasonable: "the tractor" still incorporated the parts, listed in Brad's petition and his Exhibit 5 and removed from the machine in 2014.
- 18) "Tractor pulls" fall within a class of motor vehicle contests staged for public entertainment. See *Perkins v. Board of Supervisors of Madison County*, 613 N.W.2d 264, 267 (Iowa 2001): "...various motorized events, including tractor pulling contests, demolition derbies, an auto thrill show, pickup pulls, garden tractor pulls, three and four wheeler races, and motorcycle moto-cross races."
- 19) "The object of tractor pulling is to pull a "sled" on a relatively flat, smooth surface for 300 feet. Generally, once the tractor starts pulling, a weight on the sled moves from the rear of the sled to the front, causing the front end of the sled to dig into the ground, increasing the drag on the tractor. Eventually the force of the sled's drag overcomes the pulling ability of the tractor and the tractor comes to a stop." *Rose v. National Tractor Pullers' Ass'n., Inc.*, 33 F.Supp.2d 757, 760 (W.D. Wisconsin, 1998).
- 20) The Court concludes that the parties' contract is valid, and is already executed. By his suit Plaintiff effectively seeks its modification or rescission, which lies beyond this Court's power under Chapter 631.
- 21) Regardless of the 'stripped' nature of the IH660 as Kollin used it in tractor pull competitions, the draw bar, three point hitch, and power take off were always part of, and must be included as part of, "the tractor" that Brad sold to Kollin. Existential question answered.

JUDGMENT

The Court hereby enters judgment for the Defendant. Costs are taxed to Plaintiff. Plaintiff has already paid the filing fee (see Exhibit 7).



State of Iowa Courts

Case Number
SCSC024547
Type:

Case Title
BRADLEY BROWNELL VS KOLLIN BROWNELL
ORDER FOR JUDGMENT

So Ordered

David James Hanson, Magistrate Judge,
First Judicial District of Iowa

Electronically signed on 2023-08-16 21:32:45