

BOISE, TUESDAY, JANUARY 21, 2025, AT 10:30 A.M.

IN THE COURT OF APPEALS OF THE STATE OF IDAHO

Docket No. 51667

BENJAMIN H. YATES, and CIRCLE)
PI, LLC,)
)
Plaintiffs-Respondents,)
)
v.)
)
HULL FARMS, INC., an Idaho)
corporation,)
)
Defendant-Appellant.)
)

Appeal from the District Court of the Seventh Judicial District, State of Idaho, Custer County. Hon. Darren B. Simpson, District Judge.

RandsLaw, PLLC; Kirk A. Melton, Twin Falls, for appellant.

Beard St. Clair Gaffney, PA; Lance J. Schuster, Idaho Falls, for respondent.

Hull Farms, Inc. (“Hull Farms”) and Benjamin H. Yates (“Yates”) entered into a Purchase and Sale Agreement (PSA) for the sale of a large ranch located in Custer County, Idaho. During the negotiations, the parties signed two addendums to the PSA, agreeing to have five acres set aside for Yates’ personal use, following a survey to determine the legal description. This five acre parcel (“Parcel”) was to be quitclaimed back to Yates after the completion of the sale of the ranch.

In the year following deeding of the ranch to Hull Farms, Yates sent a letter to Hull Farms claiming that he was being locked out of the cabin located on the Parcel. Yates sued for specific performance, arguing that Hull Farms must convey the Parcel to Yates based on the terms of the addendums and the PSA. Yates sought summary judgment against Hull Farms. The district court denied Yates’ motion and granted summary judgment in favor of Hull Farms. The court held that the addenda failed to adequately describe the Parcel and were therefore unenforceable. The court further held that the PSA merged with the deed and that only the terms of the deed control the rights of the parties. Because the deed did not mention the Parcel, PSA, or the addenda, the court held that Yates could not claim that Hull Farms breached the PSA.

Hull Farms then sought attorney fees from Yates. In response, Yates filed a motion to disallow attorney fees, which the district court granted. Hull Farms appeals, arguing (1) because Yates attempted to enforce the PSA in the underlying lawsuit, the attorney fees provision was triggered; (2) Hull Farms is entitled to attorney fees under I.C. § 12-120(3) because the nature of

the transaction was commercial; and (3) Hull Farms is entitled to attorney fees under I.C. § 12-121 because Yates brought the underlying claim frivolously. Yates argues (1) the district court ruled that the PSA merged with the deed and therefore no attorney fees can be awarded under the PSA, (2) I.C. § 12-120(3) does not apply because the basis of his claim was for the personal use of the Parcel, and (3) Yates brought the underlying claim in good faith and Hull Farms is not entitled to attorney fees under I.C. § 12-121.