

**COEUR d'ALENE, WEDNESDAY, SEPTEMBER 17, 2025 AT 11:10 A.M.**

**IN THE SUPREME COURT OF THE STATE OF IDAHO**

|  |   |                         |
|--|---|-------------------------|
| <b>PATRICK MCLAUGHLIN and MEGHAN</b>   | ) |                         |
| <b>MCLAUGHLIN, husband and wife,</b>   | ) | <b>Docket No. 51858</b> |
|  | ) |                         |
| <b>Plaintiffs-Appellants-</b>          | ) |                         |
| <b>Cross Respondents,</b>              | ) |                         |
|  | ) |                         |
| <b>v.</b>                              | ) |                         |
|  | ) |                         |
| <b>SHARELYNN F. MOORE and JASON R.</b> | ) |                         |
| <b>MOORE, wife and husband,</b>        | ) |                         |
|  | ) |                         |
| <b>Defendants-Respondents-</b>         | ) |                         |
| <b>Cross Appellants.</b>               | ) |                         |

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Appeal from the District Court of the First Judicial District, State of Idaho, Bonner County. Susie Jensen, District Judge.

Evans Craven & Lackie, PS, Spokane, WA, for Appellants.

Ramsden, Marfice, Ealy & De Smet LLP, Coeur d'Alene, for Respondents.

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This appeal involves a contract dispute arising from a failed condominium sale at Schweitzer Mountain in Sandpoint, Idaho. In August 2020, Sharelynn and Jason Moore entered into a Real Estate Purchase and Sale Agreement (REPSA) with Megan and Patrick McLaughlin, agreeing to sell their condominium for \$525,000. Before closing, the Moores withdrew from the agreement, leading the McLaughlins to file a suit for breach of contract, specific performance, and damages.

The litigation involved multiple motions, and a bench and jury trials. The district court initially denied summary judgment to both parties on the specific performance claim, but later dismissed the claim following a subsequent motion and a change in the presiding judge. The case proceeded to a jury trial on the only remaining issues of whether the REPSA was orally rescinded or abandoned, and if not, the damages for breach of contract. The jury rejected both defenses and awarded the McLaughlins \$25,000 in damages.

On appeal, the McLaughlins argue that the district court erred by dismissing their specific performance claim and by denying their motion to dismiss the Moores' oral rescission defense under the statute of frauds. They maintain that the Moores' repudiation of the contract excused them from tendering the entire purchase price and that any rescission required a writing under the contract. The Moores cross-appealed, asserting that the district court erred by concluding that the property description in the REPSA satisfied the statute of frauds and by awarding attorney fees and costs to the McLaughlins as the prevailing party.