

SUMMARY STATEMENT

Eyer v. Idaho Forest Group, LLC, Docket No. 43532

In an appeal from Bonner County, the Supreme Court affirmed a district court's award of attorney fees. Kenneth and Sally Eyer appealed from the district court's award of attorney fees to Idaho Forest Group, LLC (IFG). The Eyers and IFG entered into a Log Purchase Agreement in which IFG agreed to purchase timber harvested from the Eyers' land. Before logging, IFG sent an agent to the Eyers' property to assist them in locating property lines. The loggers mistakenly cut timber located on a neighbors' land. The neighbors sued the Eyers for timber trespass and the Eyers brought a third-party action against IFG for breach of an assumed duty to properly mark the property lines. A jury found in favor of IFG, finding that IFG had not assumed a duty to the Eyers. The district court then awarded IFG \$95,608 in attorney fees pursuant to Idaho Code section 12-120(3).

On appeal, the Eyers contended that the district court erred in awarding fees under Idaho Code section 12-120(3), because (1) the gravamen of the Eyers' complaint was not a commercial transaction and (2) the Eyers did not sell timber for a "commercial purpose" since they used the proceeds of the sale to pay medical bills. The Supreme Court held that, because the Eyers' action against IFG arose from a commercial transaction and the purpose to which the proceeds of the transaction were to be applied was irrelevant, the district court properly awarded attorney fees to IFG. The Supreme Court awarded attorney fees and costs on appeal to IFG.