

SUMMARY STATEMENT

Kenworth Sales Company v. Skinner Trucking, Inc., Docket Nos. 45764 & 45883

Kenworth, a commercial truck dealer, filed suit against Skinner Trucking, one of its customers, claiming that Skinner was unjustly enriched when Kenworth paid past due lease payments and the residual balance owed on Skinner's lease with GE Transportation Finance. The district court entered judgment in favor of Skinner, determining that Kenworth was an "officious intermeddler" because it had voluntarily paid GE without request by Skinner and without a valid reason. The district court denied Skinner's request for attorney fees under Idaho Code sections 12-120(3) and 12-121. Kenworth appealed from the district court's judgment, and Skinner appealed from the district court's order regarding costs and fees. The parties' appeals were consolidated. The Supreme Court affirmed the district court's judgment in favor of Skinner and its order denying Skinner's motion to reconsider regarding attorney fees. The Court held that the officious intermeddler rule is not an affirmative defense, and that the district court did not err by concluding that Kenworth was an officious intermeddler. The Court also upheld the district court's order regarding attorney fees after determining that a commercial transaction between Kenworth and Skinner was not the gravamen of Kenworth's claim, and that Kenworth's claim was not frivolous. Neither party was awarded costs or attorney fees on appeal.