SUMMARY STATEMENT

Stanger v. Walker Land & Cattle, LLC Docket No. 48092

The Supreme Court affirmed the Bonneville County District Court's award of summary judgment to a landlord who had terminated a lease when the tenant failed to insure certain improvements, as required by the lease agreement.

The Sometimes a Great Notion Land and Cattle Company ("SAGN") leased its 720-acre farm near Ririe, Idaho, to Walker Land & Cattle, LLC ("Walker"), for Idaho. The lease agreement required the tenant, Walker, to provide insurance on "any improvements" upon the leasehold. Walker, however, had failed to provide insurance on the farm's five irrigation pivots. The Supreme Court concluded that the lease's language expressly included the pivots as improvements and, by failing to insure the pivots, Walker was in default under the terms of the lease. Accordingly, SAGN was within in its rights to terminate the lease. Thus, the Court affirmed the district court's award of summary judgment to SAGN.

> ***This summary constitutes no part of the opinion of the Court, but has been prepared by court staff for the convenience of the public.***