

SUMMARY STATEMENT

Smith v. Smith

Docket No. 50184

This appeal involves a Marital Settlement Agreement's spousal support provision. The parties divorced in 2017, and before the divorce decree was finalized, they entered into a Marital Settlement Agreement requiring the husband to pay spousal support to the wife until January 1, 2025. However, two years later, the wife filed a breach of contract action against the husband after he stopped making the spousal support payments.

On a motion for partial summary judgment, the district court determined that the Agreement's "Review Term," which states that "[s]pousal support shall be reviewed every two years," was too vague to be enforceable, as it provided no further instructions or definitions. Consequently, the district court struck the Review Term from the contract but retained the enforceability of the remaining spousal support provision under a severability clause.

The Idaho Supreme Court upheld the district court's decision, concluding that the Review Term was so vague, uncertain, and incomplete that it could not be enforced. Furthermore, the rest of the Marital Settlement Agreement remained enforceable due to its unambiguous severability clause.

****** This summary constitutes no part of the Court's opinion. It has been prepared by court staff for the convenience of the public. ******