

BOISE, TUESDAY, JUNE 11, 2024, AT 1:30 P.M.

IN THE COURT OF APPEALS OF THE STATE OF IDAHO

Docket No. 50982

ERIC SPROTT,)
)
 Plaintiff-Appellant,)
)
 v.)
)
 WILLIAM ERNEST SIMMONS,)
)
 Defendant-Respondent.)
)

Appeal from the District Court of the Fourth Judicial District, State of Idaho, Ada County. Hon. Lynn Norton and Hon. Deborah A. Bail, District Judges.

Points Law, PLLC; Michelle R. Points, Boise, for appellant.

Cozacos & Centeno, PLLC; Shelly H. Cozacos, Boise, for respondent.

William Earnest Simmons was the CEO and president of a company that required an excavator. Eric Sprott loaned money, via a promissory note made out to Simmons, for the purchase of an excavator. Simmons later retired from that company and filed a complaint in Ada County for unpaid wages. That matter settled with Simmons being issued a promissory note for the unpaid wages. Simmons then filed a complaint in Elmore County for breach of the agreement in the Ada County case. Sprott intervened in that action to claim superior interest in the excavator. The Elmore County district court found that Simmons had priority and was entitled to recovery of the excavator, which was used as collateral. Simmons then physically recovered the excavator.

Sprott next filed a complaint against Simmons claiming conversion, breach of contract, fraudulent misrepresentation, and injunctive relief in Ada County. Sprott sought to recover on a promissory note for money he claims he loaned to Simmons and to recover the excavator that secured the loan. Sprott argues that the claim of conversion arose from a separate set of facts that occurred after the judgment in the Elmore County case, Simmons' recovery of the excavator. The district court found that all claims were actually litigated or could have been litigated in the Elmore County action where Sprott and Simmons were each a party to the case. Sprott appeals, arguing that the district court abused its discretion by dismissing his claim of conversion, reconsidering an order in limine excluding evidence, and dismissing his breach of contract claim based on the evidence that was admitted during Simmons' offer of proof, not during trial.