

## SUMMARY STATEMENT

*Ward v. Bishop, Docket No. 51118*

Ren Bishop appealed from the judgment finding that Bishop was liable for breach of contract and unjust enrichment. Joel Ward cross-appealed from the judgment finding that parts of the contract were illegal. Initially, the district court determined that Bishop and Ward had contracted to work for a number of years, and that Bishop had breached the contract by not paying Ward. However, Bishop raised a late challenge to the legality of this contract after the trial had concluded. Re-examining the issue, the district court found that parts of this contract were illegal because Ward was not a registered contractor under the Idaho Contractor Registration Act (ICRA). But it also found that parts of the contract were legal, specifically those parts that dealt with out-of-state work. And the district court determined that Bishop was unjustly enriched by Ward's illegal work. On appeal, Bishop argued that no part of the contract was legal, that Ward was not due damages under an unjust enrichment theory, and that Ward should not have received attorney fees and costs. Ward argued that he was not required to be registered under ICRA, and that Bishop had not carried the burden of showing that their contract was illegal. The Idaho Supreme Court reversed the district court's decision, agreeing with Ward's argument on appeal. The Court did so because it was error for the district court to rely on Ward's stipulation that he was an independent contractor to conclude that Ward was required to be registered as contractor under ICRA. The Court concluded that Ward did not stipulate to being a contractor under ICRA, he only stipulated to being an independent contractor for wage claim purposes. The Court further concluded that Bishop did not provide sufficient evidence to prove that Ward was required to register as a contractor under ICRA. The Court then reversed the district court and ordered the district court to reinstate its original findings. Finally, the Court granted attorney fees and costs to Ward for his appeal.

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