

SUMMARY STATEMENT

Erie Properties v. Global, Docket Nos. 51266 and 51616

This appeal concerns the breach of a lease. Erie Properties, LLC (“Erie”) leased commercial property in northern Idaho to Global Growth Holdings (“Global”) for use as a corporate retreat. Erie alleged that Global failed to pay the required rent under the lease, and Erie was ultimately granted summary judgment for its damages and attorney fees. The district court dismissed Global’s counterclaim for unjust enrichment relating to costs Global incurred for the construction of new buildings on Erie’s property. The court also denied Global’s subsequent motion for reconsideration. On appeal, Global argued that the district court erred because genuine issues of material fact precluded summary judgment on the issue of whether Erie agreed to accept payments for the construction of a residence on the property in lieu of rent payments. The Idaho Supreme Court affirmed. In doing so, the Court held: (1) it was permissible for the district court, as the trier of fact, to resolve any conflicting inferences based on undisputed facts; (2) the district court did not err in granting summary judgment to Erie on its breach of lease claim for Global’s failure to pay the amounts due under the lease; (3) there were no issues of fact regarding an implied-in-fact or implied-in-law agreement between Global and Erie; and (4) the district court did not err in finding Global failed to support its affirmative defenses. Finally, the Idaho Supreme Court concluded that the district court did not abuse its discretion in awarding attorney fees to Erie.

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