

## **SUMMARY STATEMENT**

*McLaughlin v. Moore*

Docket No. 51858-2024

This appeal concerns the enforceability of a residential real estate purchase and sale agreement (REPSA). Patrick and Meghan McLaughlin filed a complaint alleging a cause of action for breach of contract against Sharelynn and Jason Moore. The Moores offered to sell their condominium to the McLaughlins, but after signing the REPSA, the Moores decided not to sell. The McLaughlins' complaint requested specific performance of the REPSA, damages to be proven at trial, and attorney fees.

On appeal, the Idaho Supreme Court held that the district court erred in dismissing the McLaughlins' remedy of specific performance after the Moores refused to close on the sale of the condominium. The Court reasoned that the McLaughlins did everything that they were required to do, but were unable to pay the full purchase price on the closing date solely because the Moores refused to attend the closing and sign the deed of sale. The Court explained that the contract required both parties to act simultaneously, and when one party, the Moores, made performance impossible, the other, the McLaughlins, was excused from actual tender. The Court reversed the district court's decision on specific performance and remanded the case with instruction for the district court to weigh the equities between the parties and determine whether the McLaughlins are entitled to specific performance.

On cross appeal, the Court considered whether the property description in the REPSA was sufficient under the statute of frauds. The Moores argued that the use of a street address alone was not sufficient and therefore the contract was not valid and enforceable. However, the Court determined that the REPSA included not just the address, but also the unit number and the condominium project's name, which Idaho Code section 55-1526 recognizes as sufficient identifiers for a condominium. The court affirmed the district court's decision to dismiss the Moores' statute of frauds defense.

Finally, the Court affirmed the district court's decision to award the McLaughlins attorney fees and costs under the REPSA. The Moores claimed that they were the prevailing party because they ultimately kept the condominium. They also argued that the amount of attorney fees awarded was unreasonable. The Court explained that the McLaughlins succeeded on the breach of contract cause of action, even if they did not obtain their preferred relief, and the amount was reasonable. Therefore, the Court concluded that the district court properly exercised its discretion in awarding attorney fees.

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