

SUMMARY STATEMENT
Meliah Porter Crow v. Troy Lee Crow, III
Docket No. 51887

Troy Lee Crow, III, appeals from the decision of the district court, on intermediate appeal from the magistrate court, affirming the magistrate court's judgment regarding the transfer of real property in a marriage separation agreement. Troy claimed that the magistrate court erred in failing to find that the marital settlement agreement purporting to provide for transfer of the parties' marital home solely to Meliah Crow must comply with Idaho's statute of frauds in the same manner as other agreements for the conveyance of real property.

The Court of Appeals concluded that Idaho Code §§ 9-505(3), 32-917, and 55-601, apply to marital settlement agreements and do not require marital settlement agreements to have a full legal description of the property to be transferred as may be required by I.C. § 9-505(4). Nonetheless, Troy argued that even under I.C. §§ 9-505(3), 32-917, and 55-601, the real property description must be sufficiently detailed such that it is possible for someone to identify exactly what property is to be transferred and that the description in this case was inadequate. However, Troy made no claim that the parties to the Separation Agreement did not know exactly what matrimonial home was contemplated to be transferred. The Court held that the provision in the Settlement Agreement providing for transfer of the real property "located at: 358 Noah St (the "Matrimonial Home"))" was sufficient. Thus, the Court held that the district court did not err in affirming the judgment of the magistrate court.

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