

SUMMARY STATEMENT

Re/Max Prestige, Daren Long v. Susan L. Mattson
Docket No. 52189

In this case arising out of Bingham County, the Court of Appeals affirmed the district court's judgment awarding damages, interest, costs, and attorney fees for breach of contract. Mattson entered into a seller-representation agreement for a term of six months with Re/Max Prestige and its broker, Daren Long, to sell a parcel of real property. During this time, Mattson informed Re/Max Prestige that she had received an offer from her attorney to purchase the property for significantly less than the listing price. Mattson executed a handwritten agreement to sell the property to her attorney. Re/Max Prestige attempted to communicate with the attorney and execute a more formal sale agreement, but communications subsequently broke down between the parties. Re/Max Prestige presented Mattson with another buyer, who was willing to pay the full listing price. Mattson refused, and Re/Max Prestige sued for breach of contract, seeking to recover the sales commission under the terms of the seller-representation agreement. A bench trial was held and at the conclusion, Mattson moved to dismiss the action arguing Re/Max Prestige and Long did not have standing to file a lawsuit. The district court found the parties had standing, Mattson had breached the contract, and Long was entitled to recover the commission fees from Mattson. The district court entered the judgment, which included an award of costs and attorney fees to Re/Max Prestige and Long and pre- and post-judgment interest on the damages previously awarded.

On appeal, Mattson argued the district court erred in finding that Re/Max Prestige had standing to file the underlying lawsuit. Mattson also claimed the district court erred in concluding that Re/Max Prestige and Long had not breached their statutory duties owed to Mattson regarding the formation of a sales agreement with her attorney. Finally, Mattson argued the district court erred in calculating the damages awarded. The Court rejected these arguments, holding that Mattson failed to show any error by the district court. The Court affirmed the district court's finding that Re/Max Prestige and Long had standing to bring the lawsuit and were owed commission under the seller-representation agreement. The Court awarded costs and attorney fees to Re/Max Prestige and Long as the prevailing parties on 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.*