

## SUMMARY STATEMENT

*Choice Feed v. Montierth*

Docket No. 46544

Choice Feed, Inc., sued Ray Montierth and Susan Montierth, alleging that Ray breached an oral agreement to sell his feedlot property to Choice Feed once he arranged a 1031 tax deferred agreement. Although Ray collected money from Choice Feed that was to go toward the purchase of the feedlot property, he never arranged a 1031 exchange. Instead, without notice to Choice Feed, Ray sold the feedlot property to someone else while continuing to accept monthly payments from Choice Feed. At the conclusion of the trial, the jury found in favor of Choice Feed on one count of fraud against Ray, awarded compensatory damages, and assessed \$250,000 in punitive damages. Ray filed a motion for judgment notwithstanding the verdict, which the district court granted in part, thereby reducing the jury's awards of both the compensatory and punitive damages. Ray appeals the jury's verdict, including the compensatory and punitive damages awarded. Choice Feed cross-appeals the district court's decision granting Ray's motion for judgment notwithstanding the verdict and the resulting reduction in damages.

On appeal, the Idaho Supreme Court affirmed the district court's fraud instructions to the jury, the jury's verdict of fraud against Ray, and the district court's decision to allow the jury to consider punitive damages. The Court, however, reverses the district court's decision to grant Ray's post-trial motion and reduce the compensatory and punitive damages awarded and reinstates the original compensatory and punitive damages amount awarded by the jury. The Court further affirmed the district court's determination that Choice Feed was the prevailing party and its award of reasonable attorney fees.

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