

SUMMARY STATEMENT

Wallace v. Heath

Case No. 47460

In an appeal arising out of Bingham County, the Idaho Supreme Court affirmed, in part, and reversed, in part, a district court order and judgment granting summary judgment against Janet L. Heath and dismissing her breach of contract and negligence claims against Angela Palmer and Taylor Real Estate.

Heath brought claims for breach of contract and negligence against Palmer and Taylor Real Estate as third-party defendants in an action for quiet title filed against her by her neighbors after a dispute concerning a shared driveway. The district court determined that Heath had not raised a genuine issue of material fact with respect to the statutory duties owed to her by Palmer and Taylor Real Estate under the Idaho Real Estate Brokerage Representation Act. Based on this initial conclusion, the district court further determined that Heath failed to establish a genuine issue of material fact in her breach of contract and negligence claims and that Palmer and Taylor Real Estate were entitled to judgment as a matter of law. Accordingly, the district court granted Palmer and Taylor Real Estate's motion for summary judgment and dismissed Heath's claims.

On appeal, Heath argued that the district court erred in concluding that she had not established a genuine issue of material fact on the question of whether Palmer and Taylor Real Estate violated statutory duties owed to her as either a client or customer under the Act. Reasoning that Heath was a customer, not a client, under the Act, the Idaho Supreme Court determined that Heath had raised a genuine issue of material fact concerning whether Palmer and Taylor Real Estate breached one of the statutory duties owed to her as a customer. Because Heath's breach of contract claim relied upon the statutory duties owed to a client, the Court affirmed the district court's determination that Heath had not raised a genuine issue of material fact with respect to that claim. However, since Heath's negligence claim was premised upon the breach of those statutory duties owed to customers under the Act, the Court reversed the district court's decision with respect to her negligence claim and remanded the case for further proceedings.

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