

SUMMARY STATEMENT

Geringer Capital v. Taunton Properties, LLC
Docket Nos. 49184-2021 & 49522-2022

The Idaho Supreme Court affirmed the district court's decision dismissing Geringer Capital's claims. This case involved a contract dispute between Geringer Capital ("Geringer") and Taunton Properties, LLC ("Taunton Properties"). Geringer sent Taunton Properties an Offer Letter to buy Taunton Properties' 63 townhomes and 3.8 acres of adjacent property in Eagle, Idaho. Taunton Properties' manager signed the Offer Letter. LCA-CA I, LLC ("LCA") subsequently submitted a separate, higher priced offer to buy the property. Taunton Properties accepted LCA's offer and advised Geringer that it considered Geringer's offer unenforceable. Geringer subsequently brought this action against Taunton Properties, alleging claims for breach of contract and specific performance. Additionally, Geringer pled claims against Commercial Northwest, Bottom Line, Pacific Commercial, and LCA for tortious interference with contract and civil conspiracy.

The Respondents moved to dismiss Geringer's complaint, arguing the Offer Letter is not an enforceable contract. The district court granted the motion and dismissed Geringer's complaint, concluding the Offer Letter was an unenforceable agreement to agree and contained an insufficient property description under the Idaho statute of frauds. Because the Offer Letter was unenforceable, the district court dismissed Geringer's tortious interference and civil conspiracy claims.

Geringer appealed, arguing that the Offer Letter was an enforceable contract because it contained all material terms—including a sufficient property description. As a result, Geringer argued, the district erred in dismissing its tortious interference and civil conspiracy claims.

The Idaho Supreme Court affirmed the district court's order dismissing the case. The Court concluded that the Offer Letter's property description failed to satisfy the statute of frauds. Additionally, the Court affirmed the district court's dismissal of Geringer's tortious interference claim because the Offer Letter's property description was so vague, uncertain, and indefinite that the Offer Letter was unenforceable. As a result, there was no enforceable contract to support a civil conspiracy claim and therefore, the Court affirmed the district court's dismissal of that claim. The Court awarded Taunton Properties attorney fees on appeal pursuant to Idaho Code section 12-120(3).

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