

**SUMMARY STATEMENT**  
*616 INC. v. MAE Properties, LLC*  
Docket No. 49190

This appeal involved a dispute between 616 INC., and Mae Properties, LLC, Pullover Prints Corporation, and James C. Ellis, individually and in his capacity as trustee of the Ellis Family Trust, over whether language in an Agreement to Purchase Business Assets (the “APA”) conveyed to 616 an enforceable leasehold interest in certain real property for a term exceeding one year. At summary judgment, the district court determined that the Ellis Family Trust owned the property underlying the dispute; that the APA did not convey an enforceable lease interest to 616 because it omitted material terms necessary to form a lease agreement, i.e., it was a mere agreement-to-agree; and that 616, in its then possession and occupancy of the disputed property, has, at most, a tenancy at will. After judgment was entered consistent with this decision, Mae, Pullover Prints, and Ellis collectively moved for attorney fees. The district court denied the motion.

616 appealed and argued certain language in the APA formed a lease agreement for a term exceeding one year at the underlying property, while also satisfying the writing requirement under the Statute of Frauds. Thus, 616 alleged it had a leasehold interest pursuant to terms in the APA. Mae, Pullover Prints, and Ellis (individually and as trustee) cross-appealed and argued that the district court erred in declining to award attorney fees under the terms of the APA and Idaho Code section 12-120(3). The Idaho Supreme Court affirmed the district court’s rulings and judgment. As to the appeal, the Court explained that the language relied on by 616 in the APA did not contain the material terms necessary to form a lease agreement, i.e., it was missing a description of the real property to be leased and the terms for time and manner of payment. As to the cross-appeal, the Court concluded that the district court’s rulings on the motion for attorney fees under the APA was not an abuse of discretion, and was not in error under section 12-120(3) when Mae, Pullover Prints, and Ellis (individually and as trustee) failed to appropriately apportion their request for 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. \*\*\***