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FILED

2024 OCT 21 PM 4:41

JUDGE DIANE ASH
CLERK

IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Avenue, Lewiston,
Idaho 83501

Defendants.

Case No. CV35-24-1063
DEFENDANT'S RESPONSE TO PLAINTIFF'S
ALLEGATIONS IN SECTION E

DEMAND FOR JURY

COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), perforce
representing himself pro se, and hereby responds to the *Plaintiffs' Reply Memorandum in
Support of Motion for Summary Judgment as Against Defendant Jeremy L. Bass*, (hereinafter
"Plaintiff's Memorandum"), filed in this proceeding on the 18th day of October, 2024, delivered on
the 20th day of October mid-day to Defendant Bass. This response is based on the facts and
arguments set forth herein.

I. INTRODUCTION

The Defendant submits this response to address the allegations made by Plaintiff in Section E
of the Plaintiff's Memorandum received just yesterday. Plaintiff accuses Defendant of
misrepresenting case law and violating *Idaho Rule of Civil Procedure 11 ("I.R.C.P. 11")*. Defendant
denies these allegations and asserts that any citation issues were inadvertent and do not rise to
the level of a violation of *I.R.C.P. 11*.

1 **II. RESPONSE TO ALLEGED MISREPRESENTATIONS**

2 **A. Compliance with *I.R.C.P. 11***

3 *I.R.C.P. 11* requires that filings be grounded in fact and law after reasonable inquiry. Defendant
4 has made every effort to ensure compliance with this rule. Any citation issues were unintentional
5 and not meant to mislead the Court. Mistakes in legal citations do not equate to bad faith or
6 intentional misrepresentation.

7 **B. Specific Allegations Addressed**

8 **1) Citation to Pines Grazing Ass'n v. Flying Joseph Ranch, LLC**

9 Plaintiff claims this case has nothing to do with the foreclosure process or bona fide
10 purchaser status. Defendant acknowledges that a citation error may have occurred. The
11 intended citation was to a case supporting the proposition that courts can scrutinize a
12 purchaser's status when evidence of collusion, fraud, or procedural irregularities exists.
13 This was not an attempt to mislead the Court, but an oversight in referencing the correct
14 case. Defendant apologizes for the error.

15 **2) Citation to Kane v. Union State Bank**

16 Plaintiff claims this case does not exist. Upon review, Defendant concedes that the
17 citation to Kane v. Union State Bank was an error. Defendant mistakenly cited a case that
18 cannot be located within the jurisdiction and acknowledges the mistake. However, this
19 error does not reflect an intent to mislead the Court, but rather a typographical or
20 clerical mistake.

21 **3) Citation to Wells Fargo Bank, N.A. v. Renz**

22 Plaintiff asserts that this case does not exist. Defendant acknowledges that the citation
23 to Wells Fargo Bank, N.A. v. Renz was similarly incorrect. The incorrect citation was
24 inadvertently included, and while this was a mistake, Defendant had no intent to deceive

1 the Court. Errors of this nature can arise from the extensive legal research required, and
2 Defendant will ensure that future citations are verified with greater scrutiny.

3 **III. SHEPARD'S CITATIONS REPORT ANALYSIS**

4 A Shepard's Citations report (*Exhibit R*), which reflects citation accuracy across documents,
5 shows that both parties have made citation errors. The Shepard's report was run on the following
6 documents:

- 7 1)*Plaintiffs' Motion for Summary Judgment*
8 2)*Plaintiffs' Memorandum in Support of Motion for Summary Judgment*
9 3)*Affidavit of Jeremy L. Bass in Support of Defendant's Response to Plaintiffs' Motion for*
10 *Summary Judgment*
11 4)*Defendant's Response to Plaintiffs' Motion for Summary Judgment*

12 The results of the Shepard's analysis are as follows:

- 13 • Plaintiff: 8 incorrect and 4 correct quotes identified.
14 • Defendant: 5 incorrect quotes.

15 This demonstrates that both parties have encountered citation inaccuracies, indicating that
16 such errors, while unfortunate, are not uncommon in legal filings. Given the complexities of legal
17 research, such citation mistakes do not constitute intentional misconduct or a violation of *I.R.C.P.*

18 11.

19 **IV. NO VIOLATION OF *I.R.C.P. 11***

20 Given that the citation errors were unintentional, not misleading, and mutual between both
21 parties, there is no violation of *I.R.C.P. 11*. The purpose of this rule is to prevent the filing of
22 documents that are frivolous or intended to deceive the Court. Defendant's citations, though
23 incorrect, do not meet this threshold.

1 As a perforce pro se litigant, the Defendant is doing the best he can in this complex matter.
2 The Defendant's ability to raise to the level of postdoctoral legal education should not preclude
3 him from the fair application of the law simply because the Defendant may not execute
4 procedural formalities with the precision of a seasoned attorney. The intention behind the
5 Defendant's actions is not to mislead but to present the facts as best the Defendant can, within
6 the limits of the Defendant's resources.

7 Moreover, Defendant has a record of acting in good faith throughout these proceedings and
8 will continue to ensure compliance with all legal standards.

9 V. CONCLUSION

10 Defendant respectfully requests that the Court:

- 11 1) Recognize that citation errors were inadvertent and not intended to mislead.
- 12 2) Acknowledge that both parties made similar errors, as reflected in the Shepard's Citations
- 13 report.
- 14 3) Deny Plaintiff's allegations of *L.R.C.P. 11* violations and allow the case to proceed on its
- 15 merits, rather than focusing on citation errors.

16 Defendant will continue to uphold the highest standards of legal practice and will take further
17 steps to ensure citation accuracy in future filings.

Dated this 21 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se



Signature

1 CERTIFICATE OF MAILING
2

I certify that I have sent by email and first-class mail this DEFENDANT BASS' RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT to Plaintiffs on October 21st, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com
Postal: Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111

Ken Nagy
Idaho Legal Aid Services, Inc.
Email: kennagy@idaholegalaid.org
Counsel for Dwayne Pike

Jeremy L. Bass
Defendant



Signature

3

ACKNOWLEDGMENT
STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

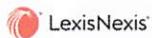
JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

On the 21 day of October, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho
Residing at _____

Commission Expires: 1/28/2025



User Name: Jeremy Bass
Date and Time: Friday, October 18, 2024 9:26:00:PM PDT
Job Number: 236429003

Document (1)

1. Download: Brief Analysis: Judicial Full Delivery Report
Client/Matter: -None-

Dashboard

Plaintiff Documents

Plaintiffs' Memorandum in Support of Motion for Summary Judgment.pdf
Plaintiffs' Motion for Summary Judgment.pdf

Defendant Documents

Response to MSJ.docx
AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF DEFENDANT'S RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT.docx

Recommendations

Plaintiff	57
Shared	4
Defendant	34

Based on key passages we have identified from your document(s).

Similar Briefs

Plaintiff	30
Defendant	2

Based on key passages we have identified from your document(s).

Shepard's® Citations

	Plaintiff	Shared	Defendant
● Warning	0	0	0
○ Questioned	0	0	0
▲ Caution	4	0	4
◆ Positive	6	3	10
■ Neutral	5	3	9
□ Unverified	2	0	3
■ No Signal	2	0	1
Total Citations	19	6	27

Quote Check

Plaintiff	8 incorrect and 4 correct quotes identified in your document(s)
Shared	0 incorrect and 0 correct quotes identified in your document(s)
Defendant	5 incorrect and 0 correct quotes identified in your document(s)

Jeremy Bass

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Jeremy Bass

EXHIBIT R

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Jurisdiction (2)

Jurisdictions from all documents have been applied to make recommendations.
U.S. Supreme Court, Idaho

Extracted Concepts

We identified the following legal concepts in your document:

Plaintiff

lease agreement, property owner, tenant, notice to vacate, trustee, affirmative defense, land record, good faith purchaser, possessing property, bona fide, motion to dismiss, ejectment, term of the lease, former owner, verified answer, lender, nonpayment, entitled to judgment, summons, late fee, monthly rental, non judicial foreclosure, expiration, undisputed facts, lease payments, payment due, genuine issue, strike, entitled to possession, oral lease, burden

Shared

good faith, rent payment, instrument, trust deed, nez perce, moving party, purchase of property, email, judicial district, real property, judgment as a matter of law

Defendant

bona fide purchaser, public auction, in good faith, issue of material fact, acting in good faith, verbal agreement, auction process, eviction notice, part performance, genuine issue of material fact, payoff, fail to comply, obligation, taxes and insurance, foreclosure process, factual dispute, reconveyance, servicer, collusion, my property, coercion, foreclosure auction, conversation, facebook, defect, sale, demonstrate, attempt, defect of title, redirect, validity, prior knowledge, inquiry, highest bidder, foreclosure sale, render, fiduciary duty, existence, doctrine of part performance, table of authorities

Recommendations - Plaintiff

Plaintiffs' Memorandum in Support of Motion for Summary Judgment.pdf

10 passages in your document have recommendations.

Key Passage 1

Idaho Rule of Civil Procedure 56(c) states, in pertinent part:

The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

Id.

Pursuant to I.R.C.P. 56(c), summary judgment is appropriate where the pleadings, depositions, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Sewell v. Neilson, Monroe, Inc., 109 Idaho 192, 707 P.2d 81 (Ct. App. 1985); Ambrose v. BuHi Joint School Dist. 412, 126 Idaho 581, 887 P.2d 1034 (1994).

Cases recommended for key passage 1 (10)

[Clock v. Dart Club Mgmt. 2012 Ida. Dist. LEXIS 46](#)
Idaho Dist. Ct., Kootenai Cty. | 2012-05-23

Matching legal concepts:

EXHIBIT R

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EXHIBIT R

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Dashboard

Plaintiff Documents

Plaintiffs' Memorandum in Support of Motion for Summary Judgment.pdf
Plaintiffs' Motion for Summary Judgment.pdf

Defendant Documents

Response to MSJ.docx
AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF DEFENDANT'S RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT.docx

Recommendations

Plaintiff	57
Shared	4
Defendant	34

Based on key passages we have identified from your document(s).

Similar Briefs

Plaintiff	30
Defendant	2

Based on key passages we have identified from your document(s).

Shepard's® Citations

	Plaintiff	Shared	Defendant
● Warning	0	0	0
○ Questioned	0	0	0
▲ Caution	4	0	4
◆ Positive	6	3	10
■ Neutral	5	3	9
□ Unverified	2	0	3
■ No Signal	2	0	1
Total Citations	19	6	27

Quote Check

Plaintiff	8 incorrect and 4 correct quotes identified in your document(s)
Shared	0 incorrect and 0 correct quotes identified in your document(s)
Defendant	5 incorrect and 0 correct quotes identified in your document(s)

Jeremy Bass

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[Issue Of Material Fact](#) | [Moving Party](#) | [Deposition](#) | [Judgment As A Matter Of Law](#) | [Admission](#) | [Genuine Issue](#) | [Issue Of Material Fact](#) | [Entitled To Judgment](#) | [Non Moving Party](#) | [Admissions On File](#) | [No Genuine Issue](#) | [Issue](#) | [Light Most Favorable](#) | [Summary Judgment](#) | [Nonmoving](#)

Relevant passage: Summary judgment is appropriate "if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 708 P.2d 81, 83 (Ct. App. 1985).

[A Remlinger v. Dravo Corp. 94 Idaho 292](#)
Idaho Supreme Court | 1971-06-30

Matching legal concepts:

[Judgment As A Matter Of Law](#) | [Summary Judgment Motion](#) | [Entitled To Judgment](#) | [Admissions On File](#) | [No Genuine Issue](#) | [Moving Party](#) | [Material Fact](#) | [Deposition](#) | [Render](#)

Outcome: An employer was entitled to summary judgment in an employee's action for breach of an employment contract because there was no valid contract between the parties where the oral agreement could not be completed in one year.

Relevant passage: On a motion for summary judgment, the judgment sought shall be rendered forthwith if the pleadings, the depositions and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material facts and that the moving party is entitled to a judgment as a matter of law. I.R.C.P. 56(c); Jordan v. Pearce, 91 Idaho 687, 429 P.2d 419 (1967); Southern v. Southern, 92 Idaho 180, 438 P.2d 925 (1968).

[A Doe v. Idaho Dep't of Health & Welfare \(In re Doe\) 150 Idaho 491](#)
Idaho Supreme Court | 2011-02-03

Matching legal concepts:

[Judgment As A Matter Of Law](#) | [Issue Of Material Fact](#) | [Entitled To Judgment](#) | [Admissions On File](#) | [No Genuine Issue](#) | [Summary Judgment](#) | [Moving Party](#) | [Deposition](#) | [Render](#)

Outcome: Summary judgment was properly awarded to Idaho Department of Health and Welfare grandparents' petition to adopt a child because they could not adopt without written consent from Department under Idaho Code Ann. §§ 16-1504(1)(f), 16-1505(2), and 16-1625(8), regardless of what facts they presented; Department had stated that it would not consent.

Relevant passage: Summary judgment shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Idaho R. Civ. P. 56(c).

[A Cluff v. Bonner County 121 Idaho 184](#)
Idaho Supreme Court | 1992-01-15

Matching legal concepts:

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Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Deposition | Render

Outcome: A genuine issue of material fact existed as to whether the alleged owner's improvements to the property and his occupation was sufficiently hostile to establish title in him by adverse possession.

Relevant passage: The judgment sought under Idaho R. Civ. P. 56(c) shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

A In re Tax Appeal of Roman Catholic Diocese 123 Idaho 425
Idaho Supreme Court | 1993-02-26

Matching legal concepts:

Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Summary Judgment | Moving Party | Deposition | Render

Outcome: Properties owned by a religious organization were not exempt from taxation because they were used for a combination residence and place of religious worship or education or recreation.

Relevant passage: Under Idaho R. Civ. P. 56(c), summary judgment is to be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

A Harris v. Dep't of Health & Welfare 123 Idaho 295
Idaho Supreme Court | 1992-12-31

Matching legal concepts:

Sun Valley | Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Rules Of Civil Procedure | Question Of Law | Constitutional Issue | Summary Judgment | Moving Party | Deposition | Render

Outcome: The specific harm toward members of the public must have been manifest or ostensible and highly likely to occur for the state to have been liable for a crime committed by a juvenile. Statutory limitation on the state's liability was constitutional.

Relevant passage: Rule 56(c) of the Idaho Rules of Civil Procedure states that summary judgment is to be "rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." I.R.C.P. 56(c). This Court exercises free review of a constitutional issue because it is purely a question of law. Sun Valley Co. v. City of Sun Valley, 109 Idaho 424, 428, 708 P.2d 147, 151 (1985).

◆ Steele v. Nagel 89 Idaho 522
Idaho Supreme Court | 1965-10-20

Matching legal concepts:

Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Deposition | Render

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Outcome: Summary judgment was not appropriate for a tortfeasor's employer because whether a tortfeasor had permission to drive his employer's vehicle when he collided with an injured party was a question of fact for the jury.

Relevant passage: Idaho R. Civ. P. 56(c) reads in part: The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

▲ Tingley v. Harrison 125 Idaho 86
Idaho Supreme Court | 1994-01-06

Matching legal concepts:

Judgment As A Matter Of Law | Summary Judgment Motion | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Deposition | Render

Outcome: Summary judgment properly granted based on running of statute of limitation when lower court found relation back doctrine did not apply where there was no evidence of factual mistake in naming appellant.

Relevant passage: A motion for summary judgment shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Idaho R. Civ. P. 56(c).

▲ Sparks v. St. Luke's Regional Medical Ctr. 115 Idaho 505
Idaho Supreme Court | 1988-12-29

Matching legal concepts:

Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Deposition | Render

Outcome: Patient did not defeat a hospital's motion for summary judgment in a medical malpractice action because he did not produce expert testimony that the health care provider failed to meet the applicable standard of health care practice in the community.

Relevant passage: Idaho R. Civ. P. 56(c) states, in part: The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

◆ Tetlaff v. Brooks 120 Idaho 903
Idaho Supreme Court | 1997-12-24

Matching legal concepts:

Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Deposition | Render

Outcome: A grant of summary judgment for defendant on plaintiff's suit that concerned an automobile accident was affirmed where the statute of limitations was not tolled by the failure of plaintiff to employ due diligence in locating defendant.

Relevant passage: Idaho R. Civ. P. 56(c) provides that the judgment sought shall be rendered forthwith if the

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pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

Treatise recommendations for key passage (5)

701.06 Admiralty Rules of 1920, as Amended
Moore's Federal Practice - Civil | Federal

Matching legal concepts:

Genuine Issue | Judgment As A Matter Of Law | Render | Issue Of Material Fact | Entitled To Judgment | Issue Of Liability | Admissions On File | Amount Of Damages | No Genuine Issue | Opposing Affidavits | Adverse Party | Summary Judgment | Moving Party | Deposition

Relevant passage: (c) Motion and Proceedings Thereon. The motion shall be served at least 10 days before the time fixed for the hearing. The adverse party prior to the day of hearing may serve opposing affidavits. The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is a genuine issue as to the amount of damages.

7.24 Motions for Summary Judgment, Partial Summary Judgment, or Summary Adjudication
Matthew Bender Practice Guide: CA Wages & Hours | Federal

Matching legal concepts:

Judgment As A Matter Of Law | Entitled To Summary Judgment | Issue Of Material Fact | Entitled To Judgment | Judgment | Class Action | No Triable Issue | Entitled To Judgment As A Matter Of Law | Wage And Hour | Hour Class | No Genuine Issue | Papers Submitted | Applicable Standard | Moving Party | Discovery | Demonstrate

Relevant passage: As in any other case, a defendant in a wage and hour class action is entitled to complete summary judgment if it meets the applicable standard. In federal court, the defendant is entitled to summary judgment if it can demonstrate that "the pleadings, the discovery and disclosure materials on file, and any affidavits show that there is no genuine issue as to any material fact and that [the defendant] is entitled to judgment as a matter of law." [Fed R Civ P 56(c)]. In a California state court class action, a defendant will be entitled to summary judgment if "all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." [CCP § 437c, subd (c).]

11.05 Discovery of Expert Opinion
Federal Evidence Practice Guide | Federal

Matching legal concepts:

Issue Of Material Fact | Entitled To Judgment | No Genuine Issue | Summary Judgment | Judgment As A Matter Of Law | Entitled To Summary Judgment | Entitled To Judgment As A Matter Of Law | Federal Rule Of Civil Procedure | Civil Procedure Rule | Discovery

Relevant passage: Under Federal Rule of Civil Procedure 56, a party is entitled to summary judgment if the pleadings, the discovery and disclosure materials on file, and any affidavits show that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law. If there is no genuine issue as to any material fact and counsel's client is entitled to judgment, move for summary judgment.

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Additionally, the moving party is entitled to judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party's case on which that party will bear the burden of proof at trial. *Badel v. Weeks*, 115 Idaho 101, 765 P.2d 126 (1988); *Celcoex v. Cabell*, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 255 (1986).

Idaho courts have held that in order to forestall summary judgment, a party "must do more than present a scintilla of evidence, and merely raising the 'slightest doubt' as to facts is not sufficient to create a genuine issue." *Petricevich v. Salmon River Canal Co.*, 82 Idaho 865, 871, 452 P.2d 362 (1969). G&M Farms v. *Frank Impression Co.*, 119 Idaho 514, 517, 808 P.2d 851 (1991). The Idaho court has similarly held that summary judgment should be granted if the evidence in opposition to the motion "is merely colorable" or "is not significantly probative", relying in part upon *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249-50, 106 S.Ct. 255, 91 L.Ed.2d 202 (1986). To withstand a motion for summary

Judgment, "the non-moving party's case must be anchored in something more solid than speculation; a mere scintilla of evidence is not enough to create a genuine issue." *Edwards v. Conchemco, Inc.*, 111 Idaho 851, 727 P.2d 1279 (Ct. App. 1986). Further, with respect to a claimed affirmative defense, it is the obligation and burden of the non-moving defendant to support a claimed affirmative defense on a motion for summary judgment. *Chandler v. Hayden*, 215 P.3d 485, 147 Idaho 765 (Idaho 2009).

Cases recommended for key passage 2 (8)

[Parkwest Homes, LLC v. Barnum](#) 154 Idaho 678
Idaho Supreme Court | 2013-04-18

Matching legal concepts:

Entitled To Judgment | Non Moving Party | Credibility Of Witnesses | Evidentiary Weight | Sufficient To Establish | Summary Judgment | Nonmoving | Existence

Outcome: Lienor seeking to enforce a mechanic's lien against property encumbered by a deed of trust failed to name the trustee of the deed of trust within six months as required by Idaho Code § 45-510; therefore, the lien was ineffective against a subsequent buyer of the property.

Relevant passage: *Id.* If the record raises neither a question of witness credibility nor requires weighing the evidence, then summary judgment should be granted. *Mennil v. Duffy Reed Constr. Co.*, 82 Idaho 410, 414, 353 P.2d 657, 659 (1960). "The moving party is entitled to judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party's case . . ." *Badell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988).

[Idaho v. Smiley](#) 2008 Ida. Dist. LEXIS 4
Idaho Dist. Ct., Kootenai Cty. | 2008-08-28

Matching legal concepts:

Entitled To Judgment | Non Moving Party | Burden Of Proof | Conflicting Inference | Sufficient To Establish | Different Conclusion | Reasonable Mind | Summary Judgment | Nonmoving | Existence

Relevant passage: If the record contains conflicting inferences or if reasonable minds might reach different conclusions, summary judgment must be denied. *Id.* The moving party is entitled to judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party's case on which that party will bear the burden of proof at trial. *Badell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988).

[Thomas v. Medical Ctr. Physicians, P.A.](#) 138 Idaho 200
Idaho Supreme Court | 2002-12-27

Matching legal concepts:

Summary Judgment | Judgment As A Matter Of Law | Granting Summary Judgment | Discovery Document | Summary Judgment Motion | Issue Of Material Fact | Entitled To Judgment | Bowling Lane | Non Moving Party | Court's Standard | Issue Of Fact | Standard Of Review | Material Issue | Light Most Favorable | Nonmoving | Demonstrate

Outcome: Court erred in granting summary judgment on physician's wrongful termination and retaliatory discharge in violation of public policy claim, as reporting other physician's misconduct fell under public policy

EXHIBIT R

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EXHIBIT R

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Non Moving Party | Nonmoving | Genuine Issue Of Material Fact | Entitled To Judgment | Home Living | Burden Of Proof | Conclusory Assertion | Sufficient To Establish | Existence

Outcome: Summary judgment was granted to an internet provider in a property owner's unjust enrichment action because, although the lease between a property owner and the lessee prevented subleasing, it was not the owner that conferred a benefit to the provider, but the lessee that conferred the benefit of utilizing the rooftop space to the provider.

Relevant passage: "The nonmoving party must submit more than just conclusory assertions that an issue of material fact exists to establish a genuine issue." *Nw. Bee-Corp v. Home Living Serv.*, 136 Idaho 835, 838, 41 P.3d 263, 266 (2002) (internal citation omitted). Accordingly, "[t]he moving party is entitled to judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party's case on which that party will bear the burden of proof at trial." *Badell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988) (citing *Celotex Corp. v. Catrett*, 477 U.S. 317, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986)).

[Baxter v. Crane](#) 135 Idaho 166
Idaho Supreme Court | 2000-12-15

Matching legal concepts:

Moving Party | Judgment As A Matter Of Law | Discovery Document | Issue Of Material Fact | Entitled To Judgment | Non Moving Party | Burden Of Proof | Issue Of Fact | Material Issue | Light Most Favorable | Summary Judgment | Nonmoving | River | Demonstrate

Outcome: Trial court properly granted summary judgment to respondents' claims of adverse possession of property; appellants failed to show they paid taxes on the land, and therefore failed to establish a claim of adverse possession.

Relevant passage: Summary judgment is appropriate if the pleadings, affidavits, and discovery documents on file with the court, read in a light most favorable to the nonmoving party, demonstrate no material issue of fact such that the moving party is entitled to a judgment as a matter of law. See *I.R.C.P. 56(c)*; *Badell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988). The burden of proving the absence of material facts is upon the moving party. See *Petricevich v. Salmon River Canal Co.*, 92 Idaho 865, 452 P.2d 362 (1969).

[Patrick v. Remington Ranch Owners Ass'n](#) 2016 Ida. Dist. LEXIS 15
Idaho Dist. Ct., Kootenai Cty. | 2016-09-01

Matching legal concepts:

Issue Of Material Fact | Moving Party | Judgment As A Matter Of Law | Demonstrate | Discovery Document | Genuine Issue Of Material Fact | Entitled To Judgment | Burden Of Proof | Household Finance | Finance Corp | Issue Of Fact | Material Issue | Summary Judgment

Relevant passage: "Summary judgment is appropriate if the pleadings, affidavits, and discovery documents on file with the court . . . demonstrate no material issue of fact such that the moving party is entitled to a judgment as a matter of law." *Baxter v. Crane*, 135 Idaho 166, 170, 102, 765 P.2d 126, 127 (1988) (citing *I.R.C.P. 56(c)*). The burden of proof is on the moving party to demonstrate the absence of a genuine issue of material fact. *Rouse v. Household Finance Corp.*, 144 Idaho 68, 70, 156 P.3d 569, 571 (2007) (citing *Evans v. Griswold*, 129 Idaho 902, 905, 935 P.2d 165, 168 (1997)).

Treatise recommendations for key passage (1)

exception, which was jury question.

Relevant passage: In an appeal from an order granting summary judgment, this Court's standard of review is the same as the standard used by the district court in ruling on a motion for summary judgment. *McDonald v. Paine*, 119 Idaho 725, 727, 810 P.2d 259, 261 (1991); *Meridian Bowling Lanes v. Meridian Athletic Ass'n, Inc.*, 105 (Idaho 509, 512, 670 P.2d 1294, 1297 (1983)). Summary judgment is appropriate if the pleadings, affidavits, and discovery documents on file with the court, read in a light most favorable to the nonmoving party, demonstrate no material issue of fact such that the moving party is entitled to a judgment as a matter of law. *I.R.C.P. 56(c)*; *Badell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988).

[Dorsey v. Dorsey](#) 172 Idaho 667
Idaho Supreme Court | 2023-08-30

Matching legal concepts:

Judgment As A Matter Of Law | Granting Summary Judgment | Discovery Document | Summary Judgment Motion | Issue Of Material Fact | Entitled To Judgment | Saint Luke | Non Moving Party | Court's Standard | Issue Of Fact

Outcome: In plaintiff's action against his father for a formal accounting, dissolution, and winding up of their joint dairy operation, the district court erred by rejecting the plain language of the LLC's operating agreement when it adopted an expert's accounting method and rewrote the operating agreement in an attempt to achieve a more equitable result.

Relevant passage: In an appeal from an order granting summary judgment, this Court's standard of review is the same as the standard used by the district court in passing upon a motion for summary judgment. *Kolin v. Saint Luke's Reg'l Med. Ctr.*, 130 Idaho 323, 327, 940 P.2d 1142, 1146 (1997). Summary judgment is appropriate if the pleadings, affidavits, and discovery documents on file with the court, read in a light most favorable to the nonmoving party, demonstrate no material issue of fact such that the moving party is entitled to a judgment as a matter of law. See *I.R.C.P. 56(c)*; *Badell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988).

[Smith v. Coeur D'Alene N. Homeowners Ass'n](#) 2014 Ida. Dist. LEXIS 3
Idaho Dist. Ct., Kootenai Cty. | 2014-10-29

Matching legal concepts:

Judgment As A Matter Of Law | Discovery Document | Issue Of Material Fact | Entitled To Judgment | Answer To Interrogatory | Issue Of Fact | Material Issue | Summary Judgment | Moving Party | Deposition | Demonstrate | Permit

Relevant passage: "Summary judgment is appropriate if the pleadings, affidavits, and discovery documents on file with the court . . . demonstrate no material issue of fact such that the moving party is entitled to a judgment as a matter of law." *Brewer v. Washington RSA No. 8 Ltd. Partnership*, 145 Idaho 735, 738, 184 P.3d 860, 863 (2008) (quoting *Badell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988) (citing *I.R.C.P. 56(c)*)). "The court may permit affidavits to be supplemented . . . by depositions, answers to interrogatories, or further affidavits. *I.R.C.P. 56(e)*.

[Lincoln Land Co., LLC v. LP Broadband, Inc.](#) 163 Idaho 105
Idaho Supreme Court | 2017-12-26

Matching legal concepts:

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[9.42 Reviewing Order Granting Summary Judgment as to Entire Case](#)
Moore's AnswerGuide: Fed Civil Motion Practice | Federal

Matching legal concepts:

Judgment As A Matter Of Law | Granting Summary Judgment | Genuine Issue Of Material Fact | Entitled To Judgment | Reviewing Decision | Moving Party | Appeal Court

Relevant passage: In reviewing a decision granting summary judgment, the appellate court must determine whether there existed a genuine issue of material fact and whether the moving party was entitled to a judgment as a matter of law. See *Fed. R. Civ. P. 56(a)*; see also *Celotex Corp. v. Catrett*, 477 U.S. 317, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986).

Key Passage 3

Based upon the pleadings in this case, public land records of Nez Perce County, and the statutory presumptions afforded to a trustee's deed, the following facts are undisputed.

1.) Jeremy L. Bass was the fee simple owner of the Property and pledge the property as security under a Deed of Trust which was recorded on October 30, 2009 as Instrument No. 774964 in the land records of Nez Perce County, Idaho. (Complaint, Ex. A.; Affidavit of Counsel, Ex. A.)

2.) A Notice of Default was recorded on August 17, 2022 as Instrument No. 902262 in

Cases recommended for key passage 3 (4)

[State v. Major](#) 111 Idaho 410
Idaho Supreme Court | 1986-07-30

Matching legal concepts:

Nez Perce | Indian Reservation | Child | Delinquency Of A Minor | Receive Stolen Property | Injury To Property | Concurrent Criminal | Kidnap | Cruelty To Animals | Disturbing The Peace | Malicious Injury | Firearm In Public | Hunting Rights | Criminal Jurisdiction | Forgery | Express Exclusion | Simple Assault | Public Nuisance | Dangerous Weapon | Public Place | Governing Body | Executive Committee | Abatement | Steal | Fraud | Trespass | Vagrancy | Battery | Extortion | Consent | Procure | Offense

Outcome: Where the state lacked jurisdiction over an Indian for the offense of grand theft by possessing stolen property on a reservation and the stolen items were recovered on and off the reservation, the general verdict of conviction was properly reversed.

Relevant passage: Tribal Resolution 65-126 provides that the Nez Perce Tribal Executive Committee, the governing body of the Nez Perce Indian Reservation, gives consent to the assumption by the State of Idaho of concurrent criminal jurisdiction within the Nez Perce Indian Reservation over the following offenses: drunkenness, disturbing the peace, contributing to the delinquency of minors, procuring intoxicants for minors, simple assault, battery, kidnapping, embezzlement, fraud, forgery, receiving stolen property, extortion, indecency and obscenity, vagrancy, trespassing and malicious injuries to property, public nuisance and abatement thereof, cruelty to animals, and carrying concealed and dangerous weapons in public places the carrying of firearms in pursuit of treaty hunting rights expressly excluded.

[State v. Marek](#) 112 Idaho 860
Idaho Supreme Court | 1987-04-17

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Matching legal concepts:

[Nez Perce | Indian Reservation | Consent | Child | Delinquency Of A Minor | Receive Stolen Property | Injury To Property | Concurrent Criminal | Kidnap | Cruelty To Animals | Disturbing The Peace | Malicious Injury | Firearm In Public | Duly Constituted | Hunting Rights | State Jurisdiction | Criminal Jurisdiction | Forgery | Express Exclusion | Resolution Passed | Simple Assault | Public Nuisance | Dangerous Weapon | Public Place | Governing Body | Executive Committee | Abatement | Steal | Fraud | Trespass | Vagrancy | Battery | Extortion | Procure | Offense](#)

Outcome: A state lacked jurisdiction to try a Native American for aggravated assault pursuant to the Major Crimes Act (Act), but the state had jurisdiction to try him for felony injury to a child because it was not an offense listed in the Act.

Relevant passage: Between 1963 and 1977, there appears to have been only one Nez Perce Tribal Resolution, passed on April 13, 1965, consenting to additional state jurisdiction: NOW, THEREFORE, BE IT RESOLVED, by the Nez Perce Tribal Executive Committee, the governing body of the Nez Perce Indian Reservation, in the aforesaid counties of the State of Idaho, at a duly constituted meeting of said Committee, that consent is given to the State of Idaho to exercise jurisdiction over the Nez Perce Indians in the following over the following offenses: Drunkenness, Disturbing the peace, Contributing to the delinquency of minors, Procuring intoxicants for minors, Simple assault, Battery, Kidnapping, Embezzlement, Fraud, Forgery, Receiving stolen property, Extortion, Indecency and obscenity, Vagrancy, Trespassing and malicious injuries to property, Public nuisance and abatement thereof, Cruelty to animals, and carrying concealed and dangerous weapons in public places (the carrying of firearms in pursuit of treaty hunting rights expressly excluded). Tribal Resolution 65-126, quoted in State v. Major, 111 Idaho 410, 418, 725 P.2d 115, 123 (1986).

 [Crooks v. Maynard 112 Idaho 312](#)

Idaho Supreme Court | 1987-01-30

Matching legal concepts:

[Office Of The Clerk | Nez Perce | Writ Of Prohibition | Extraordinary Remedy | Ex Officio | Auditor | Restraint | Interfere](#)

Outcome: Although the hiring of deputy clerks was within the province of the clerk of the court, and the judge was not empowered to decide who shall be hired, the function of the court could be jeopardized, and thus, he could refuse to accept an assignment.

Relevant passage: (b) Should Judge Maynard be restrained from interfering with the operation of the office of the clerk of the district court and ex officio auditor and recorder of Nez Perce County, Idaho? A Writ of Prohibition is an extraordinary remedy. Rust v. Stewart, 7 Idaho 558, 64 P. 222 (1901).

 [Tyler v. Keeney 128 Idaho 524](#)

Idaho Court of Appeals | 1996-04-25

Matching legal concepts:

[Dismiss The Complaint | Nez Perce | Reasonable Person](#)

Outcome: When plaintiff moved and failed to inform his attorney of his new address or make arrangements to have his mail forwarded, he failed to act reasonably and was not entitled to have default judgment set aside because of mistake.

Relevant passage: An affidavit from the clerk of the Nez Perce County district court reflected that copies of the

EXHIBIT R**PAGE 13 CASE No. CV35-24-1063****EXHIBIT R****PAGE 14 CASE No. CV35-24-1063****Matching legal concepts:**

[Foreclosure | Trustee | Interest In Property | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Trust Deed | Foreclosure Sale | Termination | Purchaser](#)

Outcome: Summary judgment was properly entered in favor of a bank where its lien was extinguished, and its interest in a property was thereafter unavailable for a future foreclosure, leaving the bank with only a cause of action on the note.

Relevant passage: A foreclosure sale serves to foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under Idaho Code § 45-1506 and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. § 45-1503.

 [Ellis v. Butterfield 98 Idaho 644](#)

Idaho Supreme Court | 1977-07-13

Matching legal concepts:

[Trustee | Purchaser | Trustee Sale | Trust Deed | Satisfy The Debt | Purchase Of Property | Trust To Secure | Notice Of Default | Purchaser's Default | Defaulting Purchaser | Sale Of Land | Right To Redeem | Sale Of Property | Respective Rights | No Right | Filing Date | Judicial Sale | Filing Notice | Extrajudicial | Benefit](#)

Outcome: Purchasers under an installment land sale contract that was terminated by the vendors had no right of equitable redemption in the absence of a determination that the amounts which they paid and the vendors retained constituted a penalty.

Relevant passage: The parties to a sale of land might also have availed themselves of the statutory deed of trust to secure their respective rights. See I.C. § 45-1502 et seq.. Under the Trust Deeds statute, the property is conveyed to a trustee for the benefit of the vendor and in the event of the purchaser's default the trustee can conduct an extra-judicial sale of the property and satisfy the debt. Under this procedure, the defaulting purchaser is given 15 days from the date of the filing of the notice of default within which to cure his default, I.C. § 45-1506. A trustee's sale is final, and the purchaser has no right to redeem from the person who purchased the property at the trustee's sale. Rose v. Belcher, 79 Idaho 473, 321 P.2d 210 (1958).

 [Frontier Fed. Sav. & Loan Ass'n v. Douglass 123 Idaho 808](#)

Idaho Supreme Court | 1993-04-23

Matching legal concepts:

[Trustee | Trust Deed | Purchaser | Sale | Receive Payment | Price Bid | Separate Parcel | Trustee Sale | Selling Property | Highest Bidder | Beneficiary | Inter Alia | Auction | Execute](#)

Outcome: Mortgagor was entitled to deficiency judgment against mortgagees because there was no violation of the deed of trust foreclosure statute and mortgagor did not waive right to sue under the terms of the note.

Relevant passage: Idaho Code § 45-1506(8) dictates, inter alia, that the trustee shall sell the property in one parcel or in separate parcels at auction to the highest bidder. Any person, including the beneficiary under the trust deed, may bid at the trustee's sale. In addition, Idaho Code § 45-1506(9) provides that the purchaser at the sale shall forthwith pay the price bid and upon receipt of payment the trustee shall execute and deliver the trustee's deed to such purchaser.

EXHIBIT R**PAGE 15 CASE No. CV35-24-1063****EXHIBIT R****PAGE 16 CASE No. CV35-24-1063****Key Passage 4**

In an action for ejectment, Plaintiff must only prove "(1) ownership, (2) possession by the defendants, and (3) refusal of the defendants to surrender possession." [Pro Indiviso, Inc. v. Mid-Mile Holding Trust](#), 131 Idaho 741, 745, 963 P.2d 1178, 1182 (1998)(citation omitted).

Here, the Answer filed by Jeremy Bass and Dwayne Pike establish the last two elements. Specifically, Mr. Bass admits that he is in possession and, as demonstrated by the Answer generally, is refusing to surrender the Property to Plaintiff based upon a number of baseless assertions of wrongful foreclosure against his prior lender and the Trustee which have been rejected as factually unsupported by Plaintiff. Mr. Pike, as a tenant, has since disavowed such admission that he is in possession of the Property, denying that Plaintiffs are entitled to possession and otherwise asserting that he is entitled to remain in the Property pursuant to the Protecting Tenants at Foreclosure Act of 2009 ("PTFA") which is an affirmative defense which is addressed in further detail below.

Cases recommended for key passage 4 (1) [Ada County Highway Dist. v. Total Success Invs., LLC 145 Idaho 360](#)

Idaho Supreme Court | 2008-02-19

Matching legal concepts:

[Ejectment | Possession | Holding Trust | Surrender Possession | Require Proof | Quiet Title | Ownership | Portion | Refuse](#)

Outcome: Ada County Highway District (ACHD) acquired highway under Idaho Code § 40-202(3), which was not unconstitutional, and quiet title suit was not barred by Idaho Code § 5-202. Property owner was not entitled to jury trial on ejectment claim, which was not barred. Owner received due process of law and ACHD did not fail to join indispensable parties.

Relevant passage: Ejectment requires proof of (1) ownership, (2) possession by the defendants, and (3) refusal of the defendants to surrender possession. [Pro Indiviso, Inc. v. Mid-Mile Holding Trust](#), 131 Idaho 741, 745, 963 P.2d 1178, 1182 (1998). We note it was necessary to determine the quiet title portion of the suit before reaching the issue of ejectment.

Key Passage 5

With respect to the element of ownership, it is undisputed that Plaintiffs are the owners of the Property by virtue of the trustee's sale of the Property and the issuance and recording of a trustee's deed. Pursuant to Idaho Code § 45-1506(11), "The purchaser at the trustee's sale shall be entitled to possession of the property on the tenth day following the sale, and any persons remaining in possession thereafter under any interest except one prior to the deed of trust shall be deemed to be tenants at sufferance."

Cases recommended for key passage 5 (6) [First Interstate Bank, N.A. v. Eisenbarth 123 Idaho 895](#)

Idaho Court of Appeals | 1993-06-03

Matching legal concepts:

[Fannie Mae v. Hafer 158 Idaho 694](#)

Idaho Supreme Court | 2015-06-22

Matching legal concepts:

[Validity Of Sale | Failure | Fail To Comply | Foreclosure | Trustee | Trust Deed | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Giving Notice | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Real Property | Termination | Default | Publication](#)

Outcome: Dismissing a borrower's improper foreclosure, breach of contract, and related claims was error where a loan servicer clearly communicated an offer to modify the loan, the borrower had accepted the offer by making trial period plan payments and submitting all required documents, and the servicer could not unilaterally refuse permanent modification.

Relevant passage: [a] sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereto. In Taylor, this Court determined that the foreclosure sale "was void for failure to comply with Idaho Code § 45-1506(2), which requires that there be a default in order to sell the real property seized by a deed of trust"; and that Idaho Code section 45-1508 did not suggest that the sale was nevertheless final. Id. at 142, 59 P.3d at 313.

 [Gordon v. United States Bank Nat'l Ass'n 166 Idaho 105](#)

Idaho Supreme Court | 2019-12-18

Matching legal concepts:

[Validity Of Sale | Foreclosure | Trustee | Failure | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redeem | Purported Violation | Persons Claiming | No Right | Property Covered | Trustee Sale | Fail To Comply | Alleged Error | Giving Notice | Trust Deed | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Termination | Invalidate | Lender | Publication](#)

Outcome: An injunction was properly denied where the district court's summary judgment analysis implicitly addressed the borrower's preliminary injunction arguments, an alleged postponement error was not a sufficient basis to delay the foreclosure sale, and the lenders' failure to record a power of attorney did not invalidate the foreclosure.

Relevant passage: FINALITY OF SALE. A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. I.C. § 45-1508 (italics added). The Lenders claim that section 45-1508, along with Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106 (2009), dictate that the completed foreclosure sale should not

be invalidated or reversed—despite any alleged error in postponement or purported violation of section 45-1506(B).

Frontier Fed. Sav. & Loan Ass'n v. Douglass 123 Idaho 808
Idaho Supreme Court | 1993-04-23

Matching legal concepts:

Trustee | Purchaser | Receive Payment | Price Bid | Trust Deed | Sale | Execute

Outcome: A beneficiary who held a trustee's sale upon the mortgagor's default and purchased the property at that sale was not precluded from seeking the deficiency owed on the note as well as interest and attorney fees because it did not waive that right.

Relevant passage: Idaho Code § 45-1506(9) provides that the purchaser at the sale shall forthwith pay the price bid and upon receipt of payment the trustee shall execute and deliver the trustee's deed to such purchaser.

Key Passage 6

The effect of a trustee's sale is set forth in Idaho Code § 45-1508, which states:

A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the deed of trust if all persons to whom notice is given under § 45-1506, Idaho Code, and any other persons claiming by, through or under such persons, shall have no right to redeem the property from the purchase at the trustee's sale. The failure to give notice to any such persons by mailing, personal service, posting or publication in accordance with § 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any persons having actual knowledge of the sale.

Cases recommended for key passage 6 (8)

Gordon v. United States Bank Nat'l Ass'n 166 Idaho 105
Idaho Supreme Court | 2019-12-18

Matching legal concepts:

Validity Of Sale | Foreclosure | Trustee | Failure | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Fail To Comply | Giving Notice | Trust Deed | Foreclosure Sale | Actual Knowledge | In Good Faith | Personal Service | Termination | Defect | Publication

Outcome: An injunction was properly denied where the district court's summary judgment analysis implicitly addressed the borrower's preliminary injunction arguments, an alleged postponement error was not a sufficient basis to delay the foreclosure sale, and the lenders' failure to record a power of attorney did not invalidate the foreclosure.

Relevant passage: Idaho Code Ann. § 45-1508 establishes when foreclosure sales become final despite defects in notice proceedings. That statute states that a sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the deed of all persons to whom notice is given under Idaho Code Ann. § 45-1506 and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any such persons by mailing, personal service, posting or publication in accordance with § 45-1506 shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of § 45-1506 shall not affect the validity of a sale in

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favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof.

Fannie Mae v. Hafer 158 Idaho 694
Idaho Supreme Court | 2015-06-22

Matching legal concepts:

Validity Of Sale | Failure | Fail To Comply | Foreclosure | Trustee | Trust Deed | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Giving Notice | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Real Property | Termination | Default | Publication

Outcome: Dismissing a borrower's improper foreclosure, breach of contract, and related claims was error where a loan servicer clearly communicated an offer to modify the loan, the borrower had accepted the offer by making trial period plan payments and submitting all required documents, and the servicer could not unilaterally refuse permanent modification.

Relevant passage: [a] sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. In Taylor, this Court determined the foreclosure sale "was void for failure to comply with Idaho Code § 45-1505(2), which requires that there be a default in order to sell the real property secured by a deed of trust" and that Idaho Code section 45-1508 did not suggest that the sale was nevertheless final. Id. at 142, 59 P.3d at 313.

First Interstate Bank, N.A. v. Eisenbarth 123 Idaho 895
Idaho Court of Appeals | 1993-06-03

Matching legal concepts:

Foreclosure | Trustee | Interest In Property | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Trust Deed | Foreclosure Sale | Termination | Purchaser

Outcome: Summary judgment was properly entered in favor of a bank where its lien was extinguished, and its interest in a property was thereafter unavailable for a future foreclosure, leaving the bank with only a cause of action on the note.

Relevant passage: A foreclosure sale serves to foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under Idaho Code § 45-1506 and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. § 45-1503.

Security Pac. Fin. Corp. v. Bishop 109 Idaho 25
Idaho Court of Appeals | 1985-07-31

Matching legal concepts:

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Date Of Sale | Day Prior | Publication | Newspaper Of General Circulation | Recording Of A Notice | Notice Of Default | Notice Of Sale | Successor In Interest | Service Of Notice | Redeeming Property | Last Publication | Subordinate Lien | Obligation Secured | Successive Week | Public Notice | Trust Deed | Personal Service | In Default | Encumbrance | Occupant

Outcome: A finance company's foreclosure sale on a trust deed after a mortgagee's loan default was invalid because the company failed to strictly comply with statutory notice requirements; however, the mortgagee's counterclaim for usury was properly denied.

Relevant passage: Idaho Code § 45-1506 provides for personal service of the notice upon occupants of the property and for posting thereof upon the property if it is unoccupied; also, that the notice shall be published in a newspaper of general circulation in each of the counties in which the property is situated, once a week, for four successive weeks, the last publication to be 30 days prior to the date of sale; and affidavits of mailing, of posting, and of publication of notice of sale, are required to be recorded at least 20 days prior to the date of sale. Idaho Code § 45-1506(12) provides that the grantor, or any successor in interest, or any person having a subordinate lien or encumbrance of record, at any time within 115 days of the recording of the notice of default, may pay the obligation secured by the trust deed, or such part thereof as is in default; and thus redeem the property or cure the default, as the case may be.

PHH Mortg. Servs. Corp. v. Perreira 146 Idaho 631
Idaho Supreme Court | 2009-01-30

Matching legal concepts:

Sale | Validity Of Sale | Good Faith | Fail To Comply | Provisions Of Section | In Good Faith | Purchaser

Outcome: District court did not err in refusing to consider new evidence owners presented in support of motion for reconsideration. Mortgage company did not have property title, Idaho Code Ann. § 55-605. Judicial estoppel was not bar to company's claim for possession of property. Company failed to comply with Idaho Code Ann. § 45-1506 in providing notice.

Relevant passage: Idaho Code Ann. § 45-1508 provides, any failure to comply with the provisions of section 45-1506, Idaho Code (regarding notice), shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale.

Ellis v. Butterfield 98 Idaho 644
Idaho Supreme Court | 1977-07-13

Matching legal concepts:

Trustee | Purchaser | Trustee Sale | Trust Deed | Satisfy The Debt | Purchase Of Property | Trust To Secure | Notice Of Default | Purchaser's Default | Defaulting Purchaser | Sale Of Land | Right To Redeem | Sale Of Property | Respective Rights | No Right | Filing Date | Judicial Sale | Filing Notice | Extrajudicial | Benefit

Outcome: Purchasers under an installment land sale contract that was terminated by the vendors had no right of equitable redemption in the absence of a determination that the amounts which they paid and the vendors retained constituted a penalty.

Relevant passage: The parties to a sale of land might also have availed themselves of the statutory deed of trust to secure their respective rights. See I.C. § 45-1502 et seq. Under the Trust Deeds statute, the property is conveyed to a trustee for the benefit of the vendor and in the event of the purchaser's default the trustee can conduct an extra-judicial sale of the property and satisfy the debt. Under this procedure, the defaulting purchaser

Black Diamond Alliance, LLC v. Kimball 148 Idaho 798
Idaho Supreme Court | 2010-03-25

Matching legal concepts:

Subsequent Date | Time And Place | Trustee | Notice Of Sale | Cancellation | Original Sale | Initial Sale | Designated Place | Trustee Sale | Trust Deed | Beneficiary | Showup | Waive

Outcome: In an ejectment action, the buyer of foreclosed real estate was entitled to receive attorney fees under Idaho App. R. 112 because the appeal was frivolous in that the mortgagor's counsel framed the issue as questioning what notice was required for a postponed sale, and the law on that issue was clearly stated in Idaho Code Ann. § 45-1506(8).

Relevant passage: Idaho Code Ann. § 45-1502(3) provides that a trustee sale must be held at the time and place designated in the notice of rescheduled sale where the original sale was barred by a stay as provided in Idaho Code Ann. § 45-1506A but that the trustee may postpone the sale upon request of the beneficiary by publicly announcing at the time and place originally fixed for the sale the postponement to a subsequent date and hour. If a deed of trust obligor wanted to protect his or her interests, he or she would attend the initial sale and present to hear of any postponement and act accordingly to protect those interests at the later date. On the other hand, if the obligor did not show up at the initially scheduled sale, one might assume that he or she essentially waived any notice of a postponed sale. The statute does not eliminate the need for a new notice in the event that a sale is canceled, rather than merely being postponed to a subsequent date in accordance with the requirements of Idaho Code Ann. § 45-1506(8).

Fannie Mae v. Ormesher 2014 Ida. Dist. LexIS 31
Idaho Dist. Ct., Kootenai County | 2014-05-20

Matching legal concepts:

Genuine Issue Of Material Fact | Notice Of Sale | Trustee | Good Faith | Designated Place | Fannie Mae | Trustee Sale | Property Dispute | Time And Place | Fully Paid | Payment | In Good Faith | Purchaser

Relevant passage: Even if the pleadings were factually accurate, a genuine issue of material fact exists about whether the trustee's sale of the disputed property was conducted pursuant to I.C. § 45-1506, and whether Fannie Mae is a purchaser in good faith. Among other things, I.C. § 45-1506 requires that "[t]he sale [] be held on the date and at the time and place designated in the notice of sale . . ." I.C. § 45-1506(6). "[T]he sale is final once the trustee accepts the bid payment in full unless there are issues surrounding notice of the sale." Spencer v. Jameson, 147 Idaho 497, 504, 211 P.3d 106, 113 (2009).

Key Passage 7

See I.C. § 45-1508. In interpreting I.C. § 45-1508, the Idaho Supreme Court recently reiterated that the provisions do not require that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506. . . . the manner of foreclosing is relating notice of the sale. See Breckenridge Property Fund 2016, LLC, v. Wally Enterprises, Inc., 170 Idaho 649 (Idaho 2022). Similarly, Idaho Code § 45-1501 provides that the recitals and affidavits in a Trustee's Deed are "conclusive in favor of a purchaser in good faith for value or any successor in interests thereof." (emphasis added). The Idaho Supreme Court has acknowledged and upheld the finality of trustee's sales noting that the Idaho Trust Deeds Act is "a comprehensive regulatory scheme for non-judicial foreclosure of deeds of trust, which includes the exclusive remedies for a statutory

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Relevant passage: Idaho Code Ann. § 45-1508 provides, any failure to comply with the provisions of section 45-1506, Idaho Code (regarding notice), shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale.

☞ [440 v. Riverbank 2014 Id. Dist. LEXIS 37](#)
Idaho Dist. Ct., Kootenai Cty. | 2014-10-16

Matching legal concepts:

Good Faith | Bona Fide Purchaser | Notice Provision | Home Loan | In Good Faith | Nonjudicial Foreclosure Sale | Validity Of Sale | Statutory Notice Provision | Man Of Ordinary Prudence | Good Faith Purchaser | Successor In Interest | Federal Land Bank | Purchaser For Value | Inquiry Notice | Reasonable Investigation | Fail To Comply | Mortgage Corporation | Further Inquiry | Provisions Of Section | Actual Knowledge | Real Property | Defect | Disclose

Relevant passage: However, "any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof." I.C. § 45-1508; see also Fed. Home Loan Mortg. Corp., 143 Idaho 42, 47, 137 P.3d 429, 434 (applying the bona fide purchaser provisions of Idaho Code § 45-1508 to the notice provisions of Idaho Code §§ 45-1506A and 45-1506B). "[S]ale as a bona fide purchase is a defense to a claim of title, at least in the context of a real property transaction, if it is reasonably made in the place where a purchaser is on inquiry notice of a defect of statutory notice provision." Id. ("[W]here notice is enough to excite the attention of a man of ordinary prudence and prompt him to further inquiry, amounts to notice of all such facts as a reasonable investigation would disclose." Farrell v. Brown, 111 Idaho 1027, 1033, 729 P.2d 1090, 1096 (Ct. App. 1986) (quoting Hill v. Federal Land Bank, 59 Idaho 136, 141, 80 P.2d 789, 791 (1938) (regarding duty of real property mortgagee)). Moreover, "[i]f the purchaser [knows] the § 45-1506A requirements were not complied with, it had actual knowledge that such requirements were not met and it cannot claim to be a good faith purchaser for value." Fed. Home Loan Mortgage Corp., 143 Idaho 42, 47, 137 P.3d 429, 434.

☞ [Gordon v. United States Bank Nat'l Ass'n 166 Idaho 105](#)
Idaho Supreme Court | 2019-12-18

Matching legal concepts:

Validity Of Sale | Foreclosure | Trustee | Failure | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redem | Persons Claiming | No Right | Property Covered | Trustee Sale | Giving Notice | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Real Property | Termination | Default | Publication

Outcome: An injunction was properly denied where the district court's summary judgment analysis implicitly addressed the borrower's preliminary injunction arguments, an alleged postponement error was not a sufficient basis to delay the foreclosure sale, and the lenders' failure to record a power of attorney did not invalidate the foreclosure.

Relevant passage: FINALITY OF SALE. A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. In Taylor, this Court determined the foreclosure sale "was void for failure to comply with Idaho Code § 45-1505(2), which requires that there be a default in order to sell the real property secured by a deed of trust" and that Idaho Code section 45-1508 did not suggest that the sale was nevertheless final. Id. at 142, 59 P.3d at 313.

successor in interest thereof. I.C. § 45-1508 (italics added). The Lenders claim that section 45-1508, along with Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106 (2009), dictate that the completed foreclosure sale should not be invalidated or reversed—despite any alleged error in postponement or purported violation of section 45-1506(8).

☞ [Fannie Mae v. Hafer 158 Idaho 694](#)
Idaho Supreme Court | 2015-06-22

Matching legal concepts:

Validity Of Sale | Failure | Fail To Comply | Foreclosure | Trustee | Trust Deed | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redem | Persons Claiming | No Right | Property Covered | Trustee Sale | Giving Notice | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Real Property | Termination | Default | Publication

Outcome: Dismissing a borrower's improper foreclosure, breach of contract, and related claims was error where a servicer clearly communicated an offer to modify the loan, the borrower had accepted the offer by making trial period plan payments and submitting all required documents, and the servicer could not unilaterally refuse permanent modification.

Relevant passage: [a] sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. In Taylor, this Court determined the foreclosure sale "was void for failure to comply with Idaho Code § 45-1505(2), which requires that there be a default in order to sell the real property secured by a deed of trust" and that Idaho Code section 45-1508 did not suggest that the sale was nevertheless final. Id. at 142, 59 P.3d at 313.

☞ [Taylor v. Just 138 Idaho 137](#)
Idaho Supreme Court | 2002-11-22

Matching legal concepts:

Fail To Comply | Sale

Outcome: Sale to the bidder by the trustee was void because prior to the sale the grantor and beneficiary had entered into an agreement resolving the default. The sale was void and the trustee could not be required to execute and deliver a trust deed.

Relevant passage: By its terms Idaho Code § 45-1506 only applies to sales challenged because of a failure to comply with the provisions of Idaho Code § 45-1508 (1997).

☞ [Lind v. Perkins 107 Idaho 901](#)
Idaho Court of Appeals | 1984-12-31

Matching legal concepts:

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Idaho Dist. Ct., Bonner Cty. | 2009-07-13

Matching legal concepts:

Genuine Issue Of Material Fact | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Non Moving Party | No Genuine Issue | Civil Procedure Rule | Light Most Favorable | Summary Judgment | Nonmoving | Deposition | Admission

Relevant passage: Idaho Rule of Civil Procedure 56 requires summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

☞ [Wells Fargo Bank, N.A. v. Giannini 2009 Id. Dist. LEXIS 36](#)
Idaho Dist. Ct., Kootenai Cty. | 2009-11-09

Matching legal concepts:

Genuine Issue Of Material Fact | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Non Moving Party | No Genuine Issue | Civil Procedure Rule | Light Most Favorable | Summary Judgment | Nonmoving | Deposition | Admission

Relevant passage: Idaho Rule of Civil Procedure 56 states summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

☞ [Groth v. Nationwide Assur. Co. 2009 Id. Dist. LEXIS 61](#)
Idaho Dist. Ct., Kootenai Cty. | 2009-02-09

Matching legal concepts:

Genuine Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Summary Judgment Motion | Non Moving Party | No Genuine Issue | Civil Procedure Rule | Light Most Favorable | Nonmoving | Deposition | Admission

Relevant passage: Idaho Rule of Civil Procedure 56 sets forth that in considering a motion for summary judgment, summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

☞ [Frantz v. Witherspoon 2009 Id. Dist. LEXIS 33](#)
Idaho Dist. Ct., Kootenai Cty. | 2009-06-08

Matching legal concepts:

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Genuine Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Summary Judgment Motion | Non Moving Party | No Genuine Issue | Civil Procedure Rule | Light Most Favorable | Nonmoving | Deposition | Admission

Relevant passage: Idaho Rule of Civil Procedure 56 sets forth that, in considering a motion for summary judgment, summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

[Estate of Benjamin Holland v. Metro. Prop. & Cas. Ins. Co.](#) 2010 Ida. Dist. LEXIS 68
Idaho Dist. Ct., Kootenai Cty. | 2010-07-20

Matching legal concepts:

Genuine Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Summary Judgment Motion | Non Moving Party | No Genuine Issue | Civil Procedure Rule | Light Most Favorable | Nonmoving | Deposition | Admission

Relevant passage: Under Idaho Rule of Civil Procedure 56, in considering a motion for summary judgment, the Court is mindful that summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

[Malcolm v. Borden Ladner Gervais, LLP](#) 2010 Ida. Dist. LEXIS 21
Idaho Dist. Ct., Kootenai Cty. | 2010-11-10

Matching legal concepts:

Genuine Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Summary Judgment Motion | Non Moving Party | No Genuine Issue | Light Most Favorable | Nonmoving | Deposition | Admission

Relevant passage: In considering a motion for summary judgment, the Court is mindful that summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

[Gurstein v. Kootenai County](#) 2010 Ida. Dist. LEXIS 71
Idaho Dist. Ct., Kootenai Cty. | 2010-10-13

Matching legal concepts:

Genuine Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Summary Judgment Motion | Non Moving Party | No Genuine Issue | Light Most Favorable | Nonmoving | Deposition | Admission

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In the case of [Fannie Mae v. Ornesher](#), 2014 Ida. Dist. LEXIS 31, the court ruled that summary judgment is not appropriate where material issues of fact exist, particularly regarding the validity of a trustee's sale. The court emphasized that even if statutory presumptions exist in favor of a trustee's sale, the presumption can be rebutted when genuine issues of material fact concerning the foreclosure process are present. When determining whether a foreclosure sale was properly conducted under Idaho Code § 45-1506, the court must scrutinize whether all statutory requirements were met, and if not, whether the purchaser is a bona fide purchaser.

Cases recommended for key passage 3 (1)

[Spencer v. Jameson](#) 147 Idaho 497
Idaho Supreme Court | 2009-06-16

Matching legal concepts:

Trustee | Trust Deed | Credit Bid | Foreclosure | Purchaser | Execute | Receive Payment | Statutory Requirements | Price Bid | Cash Sale | Trustee Sale | Home Mortgage | Mortgage Corporation | Foreclosure Sale | Real Property | Lender

Outcome: Mobile home that was affixed to the land at the time of a non-judicial foreclosure sale, it was real property under Idaho Code Ann. § 55-101 and was properly transferred to the trustee under Idaho Code Ann. §§ 45-1502(3) and 45-1503. The trial court erred in failing to distribute excess sales proceeds in accordance with Idaho Code Ann. § 45-1502.

Relevant passage: A trust deed must be foreclosed in the manner set forth in I.C. § 45-1506, which requires in part that "[t]he purchaser at the sale shall forthwith pay the price bid and upon receipt of payment the trustee shall execute and deliver the trustee's deed to such purchaser. . . ." I.C. § 45-1506(9). In this case, Davidson Trust submitted a credit bid of \$ 86,507.45 for DOT No. 2 and the trustee subsequently executed a Trustee's Deed to Davidson Trust for the sale. This Court recently determined that a credit bid in a foreclosure sale made by the lender holding the note is the equivalent of a cash sale and, therefore, satisfies the statutory requirements for purchasing real property at a trustee's sale under I.C. § 45-1506(9). Federal Home Mortgage Corp. v. Appel, 143 Idaho 42, 45, 137 P.3d 429, 432 (2006).

Key Passage 4

Therefore, summary judgment should not be granted in this case because there are several material facts in dispute, particularly concerning whether the auction process was conducted properly, whether Plaintiffs acted in good faith, and whether the buyers qualify as bona fide purchasers with protection under Idaho Code § 45-1508. These factual disputes warrant a trial to resolve them.

Moreover, the non-moving party is not required to prove its case at this stage but must show that there is sufficient evidence to raise a genuine issue of material fact. [Petricevich v. Salmon River Canal Co.](#), 92 Idaho 865, 452 P.2d 362 (1969). Here, the evidence provided by Defendant Bass, including documented irregularities in the auction process, the trustee's failure to comply with statutory duties, and the Plaintiffs' pre-auction conduct, more than suffices to raise such issues. Consequently, summary judgment is inappropriate.

Cases recommended for key passage 4 (7)

[Am. Bank v. Brn Dev.](#) 2011 Ida. Dist. LEXIS 25
Idaho Dist. Ct., Kootenai Cty. | 2011-02-01

Matching legal concepts:

Burden Of Proof | Moving Party | Material Fact | River

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Relevant passage: In considering a motion for summary judgment, the Court is mindful that summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

[Campbell v. Kyamme](#) 155 Idaho 692
Idaho Supreme Court | 2013-12-31

Matching legal concepts:

Dispute Of Fact | Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment | Non Moving Party | Admissions On File | No Genuine Issue | Rules Of Civil Procedure | No Dispute | Disputed Issue | Liberally Construed | Nonmoving | Deposition

Outcome: In a boundary dispute, a district court's entry of summary judgment in favor of neighbors B and denial of neighbors A's motion for reconsideration were affirmed since neighbors A only challenged one of the reasons for the denial of their motion for reconsideration.

Relevant passage: Under Idaho Rule of Civil Procedure 56, in considering a motion for summary judgment, the Court is mindful that summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

[Minnick v. Hawley Troxell Ennis & Hawley, LLP](#) 157 Idaho 863
Idaho Supreme Court | 2015-01-09

Matching legal concepts:

Dispute Of Fact | Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment | Non Moving Party | Admissions On File | No Genuine Issue | Rules Of Civil Procedure | No Dispute | Disputed Issue | Liberally Construed | Nonmoving | Deposition

Outcome: The district court erred in finding on summary judgment that plaintiffs' legal malpractice claim against defendant law firm was time-barred under Idaho Code Ann. § 5-2(194), where the instant action was filed in June 2012, less than two years after subordination was raised in June 2011.

Relevant passage: Under Rule 56(c) of the Idaho Rules of Civil Procedure, summary judgment is proper if "the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." If the evidence reveals no disputed issues of material fact, then summary judgment should be granted. Smith v. Meridian Joint Sch. Dist. No. 2, 128 Idaho 714, 718-19, 918 P.2d 583, 587-88 (1996). In making this determination, "all disputed facts are liberally construed in favor of the non-moving party." McCoy v. Lyons, 120 Idaho 765, 769, 820 P.2d 360, 364 (1991).

Key Passage 3

Relevant passage: Bonz, 119 Idaho at 541, 808 P.2d at 878. The burden of proving the absence of material facts is upon the moving party. Petricevich v. Salmon River Canal Co., 92 Idaho 865, 868, 452 P.2d 362, 365 (1969).

[Eliopoulos v. Knox](#) 123 Idaho 400
Idaho Court of Appeals | 1992-11-04

Matching legal concepts:

Treasure Valley | Burden Of Proof | Moving Party | Material Fact | River

Outcome: Directors were not liable to borrowers for contradicting bank employees' promise because directors were not parties to a wrongful act, borrowers lacked standing under Idaho Bank Act, and economic damages were not recoverable in negligence.

Relevant passage: Treasure Valley Bank v. Butcher, 117 Idaho 974, 793 P.2d 206 (1990). The burden of proving the absence of material facts is upon the moving party. Petricevich v. Salmon River Canal Co., 92 Idaho 865, 452 P.2d 362 (1969).

[Wright v. Ada County](#) 2015 Ida. Dist. LEXIS 21
Idaho Dist. Ct., Ada Cty. | 2015-01-05

Matching legal concepts:

Genuine Issue Of Material Fact | Moving Party | Circumstantial Evidence | River

Relevant passage: Circumstantial evidence can create a genuine issue of material fact. Petricevich v. Salmon River Canal Co., 92 Idaho 865, 452 P.2d 361 (1969). All doubts must be resolved against the moving party. Ashby v. Hubbard, 100 Idaho 67, 593 P.2d 402 (1979).

[Snake River Equip. Co. v. Christensen](#) 107 Idaho 541
Idaho Court of Appeals | 1984-11-08

Matching legal concepts:

Genuine Issue Of Material Fact | Summary Judgment Motion | Canal Company | Interrogatory | Deposition | River

Outcome: Summary judgment for a creditor was upheld in a collection action because the creditor did not waive its right to rely on collateral when it proceeded by execution and levy to enforce a judgment on note against the debtors.

Relevant passage: A trial court is not bound by the pleadings when determining whether a genuine issue of material fact exists. When a motion for summary judgment has been made, all affidavits, depositions and interrogatories are to be considered in conjunction with the pleadings. I.R.C.P. 56(c); Petricevich v. Salmon River Canal Company, 92 Idaho 865, 452 P.2d 362 (1969).

[McCoy v. Lyons](#) 120 Idaho 765
Idaho Supreme Court | 1991-10-25

Matching legal concepts:

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Material Fact | River | Burden | Genuine Issue Of Material Fact | Burden Of Proof | Moving Party | Circumstantial Evidence | Irrigation | Farm

Outcome: Fraud and other claims were improperly denied on summary judgment because there were factual issues as to whether attorney represented both the heirs and the land purchaser and whether he concealed the land's appraised value in completing the sale.

Relevant passage: The burden of proving the absence of a material fact rests at all times upon the moving party. G & M Farms v. Funk Irrigation Co., 119 Idaho 514, 808 P.2d 851 (1991); Petricevich v. Salmon River Canal Co., 92 Idaho 865, 868-69, 452 P.2d 362, 365-66 (1969); Christensen v. Rumsey, 91 Idaho 684, 429 P.2d 416 (1967). This burden is onerous because even "[c]ircumstantial evidence can create a genuine issue of material fact." Doe v. Durtch, 110 Idaho 466, 716 P.2d 1238 (1986); Petricevich v. Salmon River Canal Co., 92 Idaho 865, 868-69, 452 P.2d 362, 365-66 (1969).

Carman v. Carman 114 Idaho 551
Idaho Court of Appeals | 1988-07-26

Matching legal concepts:

Genuine Issue Of Material Fact | Sufficient Fact | Summary Judgment | Circumstantial Evidence | River

Outcome: Although court clerk denied disclosing property settlement decision to ex-husband before it was handed down, when he admitted the disclosure and circumstantial evidence controverted the clerk's testimony, county was not entitled to summary judgment.

Relevant passage: Central Idaho Agency, Inc. v. Turner, 92 Idaho 306, 442 P.2d 442 (1968). Circumstantial evidence may create a genuine issue of material fact sufficient to withstand summary judgment. Petricevich v. Salmon River Canal Co., 92 Idaho 865, 452 P.2d 362 (1969).

G & M Farms v. Funk Irrigation Co. 119 Idaho 514
Idaho Supreme Court | 1991-03-19

Matching legal concepts:

Genuine Issue Of Material Fact | Improperly Granted | Fact Remains | Summary Judgment | River

Outcome: Where irrigation system's manufacturer and installer stated it would work for farmer's land and there had been no complaints or evidence showed they knew statements were untrue, farmer established *prima facie* case of intentional misrepresentation.

Relevant passage: E.g., Earl v. Cryvac, a Div. of W.R. Grace, 115 Idaho 1087, 772 P.2d 725 (Ct.App. 1989); Petricevich v. Salmon River Canal Co., 92 Idaho 865, 452 P.2d 362 (1969). Summary judgment is improperly granted where any genuine issue of material fact remains unresolved. Kline v. Clinton, 103 Idaho 116, 645 P.2d 350 (1982); Taylor v. Choules, 102 Idaho 222, 626 P.2d 1056 (1981).

Key Passage 5

85.
County of NEZ PERCE COUNTY
On the 15 day of October, 2024, before me, the undersigned Notary Public, personally appeared
Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and

purchased of one C. J. Landon, seven thousand bushels of O. K. No. 1 marketable wheat, to be delivered at top of tramway on or before sixty days; loss or damage by fire to be borne by the party of the first part. This sale was evidenced by an instrument in writing signed by C. J. Landon, attested with his seal, witnessed by Fred W. Hallett, one of the plaintiffs, and acknowledged before him as notary. On the twenty-third day of September, 1895, the defendant, as constable, levied an execution (issued by justice of the peace of said county upon a judgment against C. J. Landon) upon and seized eight hundred sacks of wheat upon the premises and in the possession of said C. J. Landon."

Jordan v. Securities Credit Corp. 79 Idaho 284
Idaho Supreme Court | 1957-07-26

Matching legal concepts:

Execute | Quasi Municipal | Partnership Name | Public Corporation | Political Subdivision | Instrument | Manner Prescribed | Assistant Secretary | Chapter 7 | Substantial Compliance | Express Provision | Vice President | Insubstantial | Proof | Prohibition

Outcome: A claimant's failure to show that a debtor, rather than its president, was liable to him justified holding that he was not the debtor's creditor and a mortgagee's failure to obtain the proper acknowledgements made it a general creditor.

Relevant passage: The provisions of Idaho Code § 55-805 clearly prohibit the filing of an instrument not acknowledged in substantial compliance with the statutes: Before an instrument may be recorded, unless it is otherwise expressly provided, its execution must be acknowledged by the person executing it, or if executed by a corporation, by its president or vice-president, or secretary or assistant secretary, or other person executing the same on behalf of the corporation, or if executed in name of the state of Idaho or any county, political subdivision, municipal, quasi-municipal, or public corporation, by one or more of the officers of such state, county, political subdivision, municipal, quasi-municipal, or public corporation executing the same, or if executed in a partnership name, by one or more of the partners who subscribed the partnership name thereto, or the execution must be proved and the acknowledgment or proof, certified in the manner prescribed by chapter 7 of this title.

Practical Guidance recommendations for key passage (4)

Deed of Trust
National

Matching legal concepts:

Instrument | Signature | Validity Of Document | Certificate | Execute | Document States | Under Penalty Of Perjury | Forgoing Paragraph | Official Seal | Satisfactory Evidence | Notary Public | State Law | Authorization | Witness | Identity | Subscription

Relevant passage: The following is a standard acknowledgment which fits the California code form: A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of On before me, (name and title of the officer), personally appeared (name of signatory), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature (Seal)

acknowledged to me that s/he executed the same,
IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho
Residing at _____

Cases recommended for key passage 5 (4)

Carman v. Carman 114 Idaho 551
Idaho Supreme Court | 1980-01-21

Matching legal concepts:

Certificate Of Acknowledgment | Follow The Form | Prescribed Form | Instrument | Oath | Subscription | Execute

Outcome: Summary judgment was improper in lien priority action when factual issue existed as to actual knowledge of lien holder's claim and it was premature to rule statutory requirements for certificate of acknowledgement were not substantially satisfied.

Relevant passage: The prescribed form for a certificate of acknowledgement is set out in Idaho Code § 55-710. Section 55-710 provides that the certificate of acknowledgement, unless it is otherwise in this chapter provided, must be substantially in the following form: State of Idaho, county of , ss. On this day of , in the year of , before me (here insert the name and quality of the officer), personally appeared , known to me (or proved to me on the oath of), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he (or they) executed the same.

Allied General Fire & Sec., Inc. v. St. Luke's Reg'l Med. Ctr. 2014 Id. App. Unpub. LEXIS 194
Idaho Court of Appeals | 2014-05-01

Matching legal concepts:

Notary Public | Execute | Lien Claim | Secretary Treasurer | Signature | Instrument

Relevant passage: Immediately preceding the notary public's signature and seal, the claim of lien stated the following: On this 23rd day of October, 2008, before me, a Notary Public for the State of Idaho personally appeared AARON L. WERT, known or identified to me, to be the Secretary-Treasurer of RIEDESEL ENGINEERING, INC., and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same. Id. at 631, 301 P.3d at 637.

Rappel v. Hughes 10 Idaho 328
Idaho Supreme Court | 1904-07-09

Matching legal concepts:

Sale | Levyng Execution | Justice Of The Peace | Pretended Sale | Nez Perce | Fire Damage | Stating Facts | Twenty Third | Firm Name | Execution Issued | Sixty Days | First Part | In Writing | Evidence | Witness | Notary | Instrument | Attestation | Loss | Purchase | Premises | Possession

Relevant passage: Hallett v. Parrish, 5 Idaho 496, 51 P. 109, cited by appellant, involved the attempted or pretended sale of wheat in Nez Perce county. Mr. Justice Huston writes this opinion also and states the facts as follows: "On the third day of September, 1895, plaintiffs being partners under the firm name of Hallett & Morrison,

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Mortgage
National

Matching legal concepts:

Instrument | Signature | New York | Execute | Satisfactory Evidence | New York State | Subscription

Relevant passage: The following is a standard corporate acknowledgment which fits the New York code form: State of New York County of On the day of in the year before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. (Signature and office of individual taking acknowledgment.)

Mortgage
National

Matching legal concepts:

Instrument | Signed And Sealed | Corporate Seal | Duly Sworn | Swear | Trustee

Relevant passage: The following is a standard corporate acknowledgment which fits the Massachusetts code form: State of [] County or city of [] On this day of [] before me appeared , personally known to me, being by me duly sworn (or affirmed), did say that he is the [] of [], and that [the seal affixed to said instrument is the corporate seal of said corporation (or association), and that] said instrument was signed and sealed in behalf of said corporation (or association) by authority of its board of directors (or trustees), and said [] acknowledged said instrument to be the free act and deed of said corporation (or association). (Signature and title of officer taking acknowledgment. Seal, if required.)

Deed of Trust
National

Matching legal concepts:

Va Code | Expiration | Notarial Certificate | Place Of Incorporation | Notary Act | Photographic Reproduction | Physical Location | Virginia Code | Notary Seal | Title Company | Notary Public | Serial Number | Expiration Date | In Person | Signature | Instrument | Online

Relevant passage: Additionally, per the Virginia Notary Act, all notarized documents must include the expiration date of the notary's commission (e.g., "My commission expires the (say) day of [month], [year]") and a sharp, legible, permanent notary seal/stamp capable of photographic reproduction. See Va. Code Ann. §§ 47.1-2, 47.1-16(C). In addition, every electronic notarial certificate must include the county or city where the electronic notary public was physically located at the time of the notarial act. The electronic notarial certificate must also indicate whether the notarization was done in person or by remote online notarization. Va. Code Ann. § 54.1-16 (A). The notary acknowledgment is not a provision that is notarized, but all parties and the title company should ensure the notary will be acceptable to the recording office. The following is a standard corporate acknowledgment which fits the Virginia code form: State of [] County or city of [] The foregoing instrument was acknowledged before me this date (by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging) a (state or place of incorporation) corporation, on behalf of the corporation. (Signature of Person Taking Acknowledgment) (Title or Rank) (Serial Number, if any) My

Deed of Trust
National

Matching legal concepts:

Instrument | Signature | Validity Of Document | Certificate | Execute | Document States | Under Penalty Of Perjury | Forgoing Paragraph | Official Seal | Satisfactory Evidence | Notary Public | State Law | Authorization | Witness | Identity | Subscription

Relevant passage: The following is a standard acknowledgment which fits the California code form: A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of On before me, (name and title of the officer), personally appeared (name of signatory), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature (Seal)

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commission expires the _____ day of _____, _____.

Treatise recommendations for key passage (1)

[top2017.08 T&W Homes Etc, LLC v. Crotwell](#)

Powell on Real Property | National

Matching legal concepts:

Notary Public | Instrument

Relevant passage: The deed was signed by Lum, who personally appeared before a notary public and "acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned." ...

AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF DEFENDANT'S RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT.docx

1 passages in your document have recommendations.

Key Passage 1

85. County of NEZ PERCE COUNTY

On the 15 day of October, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho
Residing at _____

Cases recommended for key passage 1 (1)

[Rapple v. Hughes 10 Idaho 338](#)
Idaho Supreme Court | 1904-07-09

Matching legal concepts:

Sale | Levying Execution | Justice Of The Peace | Pretended Sale | Nez Perce | Fire Damage | Stating Facts | Twenty Third | Firm Name | Execution Issued | Sixty Days | First Part | In Writing | Evidence | Witness | Notary | Instrument | Attestation | Loss | Purchase | Premises | Possession

Relevant passage: Hallett v. Parish, 5 Idaho 496, 51 P. 109, cited by appellant, involved the attempted or pretended sale of wheat in Nez Perce county. Mr. Justice Huston writes this opinion also and states the facts as follows: "On the third day of September, 1895, plaintiffs being partners under the firm name of Hallett & Morrison, purchased of one C. J. Landon, seven thousand bushels of O. K. No. 1 marketable wheat, to be delivered at top of tramway on or before sixty days; loss or damage by fire to be carried by the party of the first part. This sale was evidenced by an instrument in writing signed by C. J. Landon, attested with his seal, witnessed by Fred W. Hallett, one of the plaintiffs, and acknowledged before him as notary. On the twenty-third day of September, 1895, the defendant, as constable, levied an execution (issued by justice of the peace of said county upon a judgment against C. J. Landon) upon and seized eight hundred sacks of wheat upon the premises and in the

possession of said C. J. Landon."

Similar Briefs - Plaintiff

Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.pdf

- NATHANIAL VALENCIA and EMILY WILLIAMS, On behalf of themselves and all other similarly situated, Plaintiffs/Appellants, vs. SAINT ALPHONSIUS MEDICAL CENTER - NAMPA, INC., an Idaho non-profit corporation and DOES 1 through 25, inclusive, Defendants/Respondents, Idaho Supreme Court | September 19, 2019 | 2019 ID S. CT. BRIEFS LEXIS 1447

Outcome: No outcome identified

Judge: [Brady S. Ford](#) | Counsel: [Law Offices of Barry L. Kramer \(Barry L. Kramer\)](#) | Counsel: [King & Spalding LLP \(Amanda L. Hayes-Kibreab\)](#) | Counsel: [Crandall Law Office \(Douglas W. Crandall\)](#)

Matching legal concepts from your document: Entitled To Judgment, Motion To Dismiss

Matching cites from your document:

- ◆ Thomson v. Idaho Ins. Agency | 126 Idaho 581
- ◆ Edwards v. Conchemco, Inc. | 111 Idaho 851
- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- ▲ Badell v. Beeks | 115 Idaho 101

- AARON SEVERINSEN, Plaintiff/Appellant, vs. THOMAS AND MICHELLE TUELLER, a married couple, SEARLE PROPERTIES, LLC, an Idaho Limited Liability Company, STONEY FARM, LLC, an Idaho Limited Liability Company, and JOHN and JANE Does 1-50, Defendants/Respondents, Idaho Supreme Court | July 14, 2023 | 2023 ID S. CT. BRIEFS LEXIS 497

Outcome: No outcome identified

Judge: [Darren B. Simpson](#) | Counsel: [Olsen Taggart PLLC \(Steven Lyle Taggart\)](#) | Counsel: [Banks Gaffney, PLLC \(Jeffery W. Banks\)](#)

Matching legal concepts from your document: Property Owner, Purchase Of Property, Motion To Dismiss

Matching cites from your document:

- Breckenridge Prod. Fund 2016, LLC v. Wally Enter. | 170 Idaho 649
- ▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514
- ◆ Chandler v. Hayden | 215 P.3d 485

- WHITNEY L. BRIGHT, Plaintiff/Appellant, vs. ROMAN MAZNICK AND NATALYA K. MAZNICK, husband and wife, Respondents, and JAMES R. THOMAS, KATHERINE L. THOMAS, Defendants, Idaho Supreme Court | December 13, 2016 | 2016 ID S. CT. BRIEFS LEXIS 482

Outcome: No outcome identified

Judge: [Thomas Joseph Ryan](#) | Counsel: [Evans Keane LLP \(Jed W. Manwaring\)](#) | Counsel: [Montgomery Dowdle LLC \(Gary L. Montgomery\)](#)

Matching legal concepts from your document: Property Owner, Entitled To Judgment, Tenant

Matching cites from your document:

- ◆ Chandler v. Hayden | 215 P.3d 485
- ◆ Edwards v. Conchemco, Inc. | 111 Idaho 851

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▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

- AARON SEVERINSEN, Plaintiff/Appellant vs. THOMAS AND MICHELLE TUELLER, SEARLE PROPERTIES, LLC, STONEY FARM, LLC, JOHN and JANE DOES 1-50, Defendants/Appellants, Idaho Supreme Court | June 15, 2023 | 2023 ID S. CT. BRIEFS LEXIS 415

Outcome: No outcome identified

Judge: [Darren B. Simpson](#) | Counsel: [Olsen Taggart PLLC \(Steven Lyle Taggart\)](#) | Counsel: [Banks Gaffney, PLLC \(Jeffery W. Banks\)](#)

Matching legal concepts from your document: Property Owner, Purchase Of Property, Motion To Dismiss

Matching cites from your document:

- ▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514
- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- ▲ Badell v. Beeks | 115 Idaho 101

- PHH MORTGAGE, Plaintiff-Third Party Defendant-Counterdefendant-Respondent, vs. CHARLES NICKERSON and DONNA NICKERSON, Defendant-Counterclaimant-Third Party Complainant, Appellants, and COLDWELL BANKER MORTGAGE, a dba of PHH MORTGAGE and JP MORGAN CHASE BANK, NA, Third Party Defendants-Respondents, Idaho Supreme Court | May 27, 2015 | 2015 ID S. Ct. BRIEFS LEXIS 318

Outcome: No outcome identified

Judge: [Michael J. Griffin](#) | Counsel: [Hawley Troxell Ennis & Hawley LLP \(Benjamin Craig Ritchie\)](#) | Counsel: [Just Law Office \(Charles C. Just\)](#) | Counsel: [Dunn Law Offices, PLLC \(Amelia A. Canegaly\)](#) | Counsel: [Law Office of Charles L. Nickerson \(L. Offices Charles Nickerson\)](#) | Counsel: [Parsons Behle & Latimer A Professional Corporation \(Jon A. Stenquist\)](#)

Matching legal concepts from your document: Affirmative Defense

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- ▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514
- ▲ Badell v. Beeks | 115 Idaho 101
- ◆ Petricevich v. Salmon River Canal Co. | 92 Idaho 865

- LESLIE BENZ, Plaintiff/Respondent, vs. D.L. EVANS BANK, Defendant/Appellant, Idaho Supreme Court | May 06, 2011 | 2011 ID S. Ct. BRIEFS LEXIS 121

Outcome: No outcome identified

Judge: [Robert J. Elgee](#) | Counsel: [Parsons, Loveland, Shirley & Lindstrom, LLP \(Randolph Calvin Stone\)](#) | Counsel: [Lubovitsky, Wygle, Fallowfield & Ritzau, P.A. \(Janet C. Wygle\)](#)

Matching legal concepts from your document: Trust Deed, Lender, Good Faith

Matching cites from your document:

- ◆ Petricevich v. Salmon River Canal Co. | 92 Idaho 865
- ◆ Edwards v. Conchemco, Inc. | 111 Idaho 851

- PETER HOOVER, Plaintiff-Appellant, and SHEILA M. HOOVER ESTATE, Plaintiff v. FARMERS INSURANCE GROUP, California corporation, FARMERS INSURANCE COMPANY OF IDAHO, an Idaho corporation, ELDON LEWIS, of Farmers Insurance Company of Idaho, MIKE D. FLYNN, of

Outcome: No outcome identified

Judge: [Betsey Kidwell](#) | Judge: [Cheri C. Copsey](#) | Counsel: [Benoit, Alexander, Mollerup & Danielson, PLLC \(Robert J Alexander\)](#) | Counsel: [Johnson Law Group \(Peter J. Johnson\)](#)

Matching legal concepts from your document: Entitled To Judgment, Motion To Dismiss, Summon

Matching cites from your document:

- ▲ Badell v. Beeks | 115 Idaho 101
- ◆ Petricevich v. Salmon River Canal Co. | 92 Idaho 865

- KENNETH LESLIE CALDWELL, Plaintiff, Appellant, vs. JUDICIAL ADMINISTRATION OF IDAHO, EAST IDAHO NEWS, AND LOCAL NEWS 8, Defendant, Respondent, Idaho Supreme Court | October 11, 2022 | 2022 ID S. CT. BRIEFS LEXIS 905

Outcome: No outcome identified

Judge: [Derrick O'Neill](#) | Judge: [Bruce L. Pickett](#) | Counsel: [Wright Law Offices, PLLC \(Steven J. Wright\)](#)

Matching legal concepts from your document: Good Faith, Motion To Dismiss

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- ▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514
- ◆ Chandler v. Hayden | 215 P.3d 485

- NICHOLAS A. THOMASON, Appellant SANDRA K. THOMASON, Appellant BYRON T. THOMASON, Appellant MARILYN THOMASON, Appellant v. MADISON REAL PROPERTY, LLC, Idaho Supreme Court | November 13, 2009 | 2009 ID S. Ct. BRIEFS LEXIS 416

Outcome: No outcome identified

Judge: [Mark S. Rammell](#) | Judge: [Gregory W. Moeller](#) | Counsel: [Forsberg Law Offices \(William R. Forsberg\)](#)

Matching legal concepts from your document: Instrument, Entitled To Judgment, Trustee

Matching cites from your document:

- ◆ Edwards v. Conchemco, Inc. | 111 Idaho 851
- ▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

- IDAHO LOTS, LLC, and PINESHAVEN PLANNING BOARD, Plaintiffs/Respondents v. GREGORY BRIM and JOHN OR JANIE DOES 1-5, Defendants/Appellants, Idaho Supreme Court | July 21, 2022 | 2022 ID S. CT. BRIEFS LEXIS 489

Outcome: No outcome identified

Judge: [Steven Boyce](#) | Counsel: [Herndon & Stosich, P.A. \(James C. Herndon\)](#) | Counsel: [Lubing, Gregory & Restanus, LLC \(James K. Lubing\)](#)

Matching legal concepts from your document: Property Owner, Entitled To Judgment, Instrument

Matching cites from your document:

- ◆ Edwards v. Conchemco, Inc. | 111 Idaho 851

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- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
 11. THE LOLA L. CAZIER REVOCABLE TRUST, Plaintiff/Respondent, vs. CHARLES DRAKE CAZIER, THE RENEWAL MANAGEMENT, INC., an Idaho Corporation, and JOHN DOES I-X; Defendants/Appellants., Idaho Supreme Court | August 27, 2019 | 2019 ID S. CT. BRIEFS LEXIS 1188

Outcome: No outcome identified

Matching legal concepts from your document: Good Faith, Verified Answer, Trustee

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
 ▲ Badell v. Beeks | 115 Idaho 101

12. CLARENCE ALEXANDER AND DEMETRIE (DACHO) ALEXANDER, Petitioners, v. GWITCHYAA ZHEE CORPORATION ET AL., Respondents., U.S. Supreme Court | April 21, 2022 | 2022 U.S. CT. BRIEFS LEXIS 1391

Outcome: No outcome identified

Matching legal concepts from your document: Ejection, Affirmative Defense, Instrument

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
 ▲ Collins v. United States | 477 U.S. 242

13. PETER HOOVER, Plaintiff/Appellant, and SHEILA M. HOOVER ESTATE, Plaintiff v. FARMERS INSURANCE GROUP, Idaho corporation, FARMERS INSURANCE COMPANY OF IDAHO, an Idaho corporation, ELDON LEWIS, of Farmers Insurance Company of Idaho, MIKE D. FLYNN, of Farmers Insurance Company of Idaho, MARGUERITE D. SOWERSBY, of Farmers Insurance of Idaho, Defendant-Respondents., Idaho Court of Appeals | April 08, 2010 | 2010 ID App. Ct. Briefs LEXIS 5

Outcome: No outcome identified

Judge: Cheri C. Copsey | Counsel: Benoit, Alexander, Mollerup & Danielson, PLLC (Robert J. Alexander) | Counsel: Johnson Law Group (Peter J. Johnson)

Matching legal concepts from your document: Entitled To Judgment, Motion To Dismiss

Matching cites from your document:

- ▲ Petricevich v. Salmon River Canal Co. | 92 Idaho 865
 ▲ Badell v. Beeks | 115 Idaho 101

14. LEGEN F. ATKINSON, Plaintiff/Appellant, vs. NANCY LAURE, et ux.; SHARON KROG-CARDE, et ux.; and BRUCE GREENE, Defendants/Respondents., Idaho Supreme Court | August 18, 2011 | 2011 ID S. Ct. Briefs LEXIS 210

Outcome: No outcome identified

Judge: Benjamin R. Simpson | Counsel: Paine Hamblen, LLP (William J. Schroeder) | Counsel: Bruce H. Greene, P.A. (Bruce H. Greene) | Counsel: Powell & Reed, PC (Todd Mathew Reed) | Counsel: Paine Hamblen, LLP (Gregory Curtis Hesler)

Matching legal concepts from your document: Motion To Dismiss, Affirmative Defense

Matching cites from your document:

- ① Sewell v. Nielsen, Monroe, Inc. | 109 Idaho 192
 ▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

15. NADENE R. CARTER, NORMA R. BENNETT, LAREE LARSON, MELVIN S. ROBERTS, Beneficiaries of the Norman H. Roberts Family Revocable Trust, Plaintiffs-Appellants, v. FLORA AND DONOVAN ZOLLINGER, Defendants-Respondents., Idaho Supreme Court | January 14, 2008 | 2008 ID S. Ct. Briefs LEXIS 46

Outcome: No outcome identified

Judge: Don L. Harding | Counsel: Thomsen Holman Wheeler, PLLC (Michael J. Wheeler)

Matching legal concepts from your document: Entitled To Judgment, Instrument

Matching cites from your document:

- ◆ Edwards v. Conchenco, Inc. | 111 Idaho 851
 ▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

16. TRAVIS FORBUSH and GRETCHEN HYMAS, individually and as a natural parents of PRIVATE FIRST CLASS MCQUEEN C. FORBUSH, USMC (Deceased), and BREANNA HALLOWELL, Plaintiffs-Appellants, vs. SAGECREST MULTI FAMILY PROPERTY OWNERS' ASSOCIATION, INC., and JON KALSBEK, individually and as President of the Sagecrest Multi Family Property Owners' Association, Defendants-Respondents., Idaho Supreme Court | August 23, 2016 | 2016 ID S. Ct. Briefs LEXIS 413

Outcome: No outcome identified

Judge: Cheri C. Copsey | Counsel: Moore Elia & Kraft & Hall, LLP (Michael J. Elia) | Counsel: The Spence Law Firm, LLC (Tyson E. Logan) | Counsel: Moore Elia & Kraft & Hall, LLP (Craig Stacey) | Counsel: The Spence Law Firm, LLC (G. Bryan Ulmer III) | Counsel: The Spence Law Firm, LLC (Michael Finton Lutz)

Matching legal concepts from your document: Property Owner, Tenant

Matching cites from your document:

- ◆ Edwards v. Conchenco, Inc. | 111 Idaho 851
 ▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

17. TRAVIS FORBUSH and GRETCHEN HYMAS, individually and as a natural parents of PRIVATE FIRST CLASS MCQUEEN C. FORBUSH, USMC (Deceased), and BREANNA HALLOWELL, Plaintiffs-Appellants, vs. SAGECREST MULTI FAMILY PROPERTY OWNERS' ASSOCIATION, INC., and JON KALSBEK, individually and as President of the Sagecrest Multi Family Property Owners' Association, Defendants-Respondents., Idaho Supreme Court | August 23, 2016 | 2016 ID S. Ct. Briefs LEXIS 391

Outcome: No outcome identified

Judge: Cheri C. Copsey | Counsel: Moore Elia & Kraft & Hall, LLP (Michael J. Elia) | Counsel: The Spence Law Firm, LLC (Tyson E. Logan) | Counsel: Moore Elia & Kraft & Hall, LLP (Craig Stacey) | Counsel: The Spence Law Firm, LLC (G. Bryan Ulmer III) | Counsel: The Spence Law Firm, LLC (Michael Finton Lutz)

Matching legal concepts from your document: Property Owner, Tenant

Matching cites from your document:

- ◆ Edwards v. Conchenco, Inc. | 111 Idaho 851
 ▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

18. BRECKENRIDGE PROPERTY FUND 2016, LLC, Plaintiff/Appellant, vs. WALLY ENTERPRISES, INC., WEINSTEIN & REILLY, P.S., CORNERSTONE PROPERTIES, LLC, Defendants/Respondents., Idaho Supreme Court | August 09, 2021 | 2021 ID S. CT. BRIEFS LEXIS 745

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PAGE 42 CASE No. CV35-24-1063

Outcome: No outcome identified

Judge: Bruce L. Pickett | Counsel: Stever, Gadd & Associates, PLLC (David W. Gadd) | Counsel: Holden, Kidwell, Hahn & Crapo, P.L.L.C. (D. Andrew Rawlings)

Matching legal concepts from your document: Trust Deed, Good Faith

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317

▲ Spencer v. Jameson | 211 P.3d 106

19. CHRIS DRAKOS and CHRIS DRAKOS ENTERPRISES, Plaintiffs/Appellants, vs. GARRETT H. SANDOW and DOREA ENTERPRISES, INC., Defendants/Respondents., Idaho Supreme Court | November 25, 2019 | 2019 ID S. CT. BRIEFS LEXIS 1913

Outcome: No outcome identified

Judge: Stevan H. Thompson

Matching legal concepts from your document: Nonpayment, Entitled To Judgment

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317

① Sewell v. Nielsen, Monroe, Inc. | 109 Idaho 192

20. HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership, Third Party Plaintiff/Appellant, v. BRIGHTON INVESTMENTS LLC, Third Party Defendant/Respondent., Idaho Supreme Court | October 05, 2009 | 2009 ID S. CT. BRIEFS LEXIS 327

Outcome: No outcome identified

Judge: Ronald J. Wilper | Counsel: Parsons Behle & Latimer A Professional Corporation (Frederic V. Shoemaker) | Counsel: Givens Pursley LLP (David R. Lombardi) | Counsel: Givens Pursley LLP (Robert B. White) | Counsel: Parsons Behle & Latimer A Professional Corporation (Richard H. Greener)

Matching legal concepts from your document: Good Faith, Motion To Dismiss

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317

② Collins v. United States | 477 U.S. 242

21. METEKU NEGATU, Petitioner, vs. WELLS FARGO BANK, N.A., Respondent., U.S. Supreme Court | October 26, 2018 | 2018 U.S. S. Ct. Briefs LEXIS 3980

Outcome: No outcome identified

Matching legal concepts from your document: Trust Deed, Tenant

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317

③ Collins v. United States | 477 U.S. 242

22. MICHAEL J. PENCE and TAUNI R. PENCE, Petitioner, v. STATE OF ARIZONA EX REL., ARIZONA COURT OF APPEALS, SUPERIOR COURT OF MARICOPA COUNTY, DEUTSCHE BANK NATIONAL TRUST COMPANY, and HARBORVIEW MORTGAGE LOAN TRUST, Respondents., U.S. Supreme Court | June 07, 2017 | 2017 U.S. S. Ct. Briefs LEXIS 2119

Outcome: No outcome identified

Matching legal concepts from your document: Possessing Property, Tenant

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317

④ Collins v. United States | 477 U.S. 242

23. TRAVIS FORBUSH and GRETCHEN HYMAS, individually and as a natural parents of PRIVATE FIRST CLASS MCQUEEN C. FORBUSH, USMC (Deceased), and BREANNA HALLOWELL, Plaintiffs-Appellants, vs. SAGECREST MULTI FAMILY PROPERTY OWNERS' ASSOCIATION, INC., and JON KALSBEK, individually and as President of the Sagecrest Multi Family Property Owners' Association, Defendants-Respondents., Idaho Supreme Court | August 23, 2016 | 2016 ID S. Ct. Briefs LEXIS 414

Outcome: No outcome identified

Judge: Cheri C. Copsey | Counsel: Moore Elia & Kraft & Hall, LLP (Michael J. Elia) | Counsel: The Spence Law Firm, LLC (Tyson E. Logan) | Counsel: Law Offices of Matthew G. Gunn (Matthew Gunn) | Counsel: Moore Elia & Kraft & Hall, LLP (Craig Stacey) | Counsel: The Spence Law Firm, LLC (G. Bryan Ulmer III) | Counsel: Peterson Lawyers (Charles F. Peterson Jr.)

Matching legal concepts from your document: Property Owner, Tenant

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317

⑤ Collins v. United States | 477 U.S. 242

24. ANGELA CAO, Petitioner, v. BSI FINANCIAL SERVICES, INCORPORATED, CHRISTIANA TRUST, WILMINGTON SAVINGS FUND SOCIETY, STANWICH MORTGAGE LOAN TRUST SERIES 2012-G, STANWICH MORTGAGE ACQUISITION COMPANY INCORPORATED, CARRINGTON MORTGAGE SERVICES LLC, SELENE FINANCE L.P., MTGLO INVESTORS L.P., Respondents., U.S. Supreme Court | January 11, 2022 | 2022 U.S. S. CT. BRIEFS LEXIS 125

Outcome: No outcome identified

Matching legal concepts from your document: Trust Deed, Lender

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317

⑥ Collins v. United States | 477 U.S. 242

25. AHMED HALIM, Petitioner v. UNITED STATES, Respondent., U.S. Supreme Court | August 10, 2020 | 2020 U.S. S. CT. BRIEFS LEXIS 5855

Outcome: No outcome identified

Judge: Sonia Sotomayor

Matching legal concepts from your document: Good Faith, Tenant

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317

⑦ Collins v. United States | 477 U.S. 242

26. GREG JOHN, Petitioner, v. DOUGLAS COUNTY SCHOOL DISTRICT, a Political Subdivision of the State of Nevada; TOM MORGAN, an Individual; KATHERINE MILNER, an Individual; GARY DIEDRICH, an Individual; and MARTY SWISHER, an Individual, Respondents., U.S. Supreme Court |

EXHIBIT R

PAGE 43 CASE No. CV35-24-1063

EXHIBIT R

PAGE 44 CASE No. CV35-24-1063

April 28, 2010 | 2010 U.S. S. Ct. Briefs LEXIS 1267

Outcome: No outcome identified

Counsel: Erickson, Thorpe & Swainston, Ltd. (Rebecca Bruch) | **Counsel:** Erickson, Thorpe & Swainston, Ltd. (Ann M. Alexander)

Matching legal concepts from your document: Good Faith, Motion To Dismiss

Matching cites from your document:

▲ Celotex Corp. v. Catrett | 477 U.S. 317

Ⓐ Collins v. United States | 477 U.S. 242

27. KEVIN MIRCH, Petitioner v. SUPREME COURT STATE OF NEVADA, STATE BAR OF NEVADA

U.S. Supreme Court | July 09, 2008 | 2008 U.S. S. Ct. Briefs LEXIS 1482

Outcome: No outcome identified

Judge: Robin L. Rihle | **Judge:** Linda B. Riegle | **Judge:** Deborah A. Aposti | **Judge:** Ward Hunt | **Judge:** Stanley Forman Reed | **Judge:** A. William Maupin | **Judge:** James W. Hardesty

Matching legal concepts from your document: Motion To Dismiss, Good Faith

Matching cites from your document:

▲ Celotex Corp. v. Catrett | 477 U.S. 317

Ⓐ Collins v. United States | 477 U.S. 242

28. ANNA CRAMMER, Individually, and BRIAN CRAMMER, Individually, Petitioners v. PHILADELPHIA INDEMNITY INSURANCE COMPANY, Respondent

U.S. Supreme Court | March 06, 2018 | 2018 U.S. S. Ct. Briefs LEXIS 1008

Outcome: No outcome identified

Judge: Joseph A. Dickson | **Judge:** Esther Salas

Matching legal concepts from your document: Affirmative Defense, Good Faith

Matching cites from your document:

▲ Celotex Corp. v. Catrett | 477 U.S. 317

Ⓐ Collins v. United States | 477 U.S. 242

29. LARRY A. CROSSLEY, Petitioner, vs. LIBERTY BANK & TRUST CO., THOMAS J. HROMATKA, C.E.O., G.L. ZART FARM MANAGEMENT, GARY LOOS AS RECEIVER, FARMERS CO-OP ASSOCIATION, WEST IDAHO MEMBERS CO-OP ELEVATOR CO., LELAND DON SEVERSON, GARY STERLING, RONALD G. PYLE, RONALD PENNING, AND YET TO BE NAMED JOHN DOES, Respondents

U.S. Supreme Court | September 30, 1996 | 1996 U.S. S. Ct. Briefs LEXIS 971

Outcome: No outcome identified

Judge: Roger Leland Wollman | **Judge:** Jon S. Scolas | **Judge:** Stephen P. Carroll | **Judge:** Donald Eugene O'Brien | **Judge:** Mark W. Bennett

Matching legal concepts from your document: Motion To Dismiss, Entitled To Judgment

Matching cites from your document:

▲ Celotex Corp. v. Catrett | 477 U.S. 317

Ⓐ Collins v. United States | 477 U.S. 242

30. RAYBOURNE AND DEAN CONSULTING LIMITED, Petitioner, v. METRICA, INCORPORATED;

METRICA RELOCATIONS PLUS, INCORPORATED, Respondents

U.S. Supreme Court | June 19, 2017 | 2017 U.S. S. Ct. Briefs LEXIS 2184

Outcome: No outcome identified

Counsel: KNA Pearl (Andrew Nyombi)

Matching legal concepts from your document: Motion To Dismiss, Entitled To Judgment

Matching cites from your document:

▲ Celotex Corp. v. Catrett | 477 U.S. 317

Ⓐ Collins v. United States | 477 U.S. 242

Plaintiffs' Motion For Summary Judgment.Pdf

Similar Briefs - Shared

Similar Briefs - Defendant

Response To MSJ.Docx

1. BRECKENRIDGE PROPERTY FUND 2016, LLC, Plaintiffs/Appellant, vs. WALLY ENTERPRISES, INC., WEINSTEIN & REILEY, P.S., CORNERSTONE PROPERTIES, LLC, Defendants/Respondents, Idaho Supreme Court | August 09, 2021 | 2021 ID S. CT. BRIEFS LEXIS 745

Outcome: No outcome identified

Judge: Bruce L. Pickett | **Counsel:** Stoyer, Gadd & Associates, PLLC (David W. Gadd) | **Counsel:** Holden, Kirkwell, Hahn & Crapo, PLLC (D. Andrew Rawlings)

Matching legal concepts from your document: Trust Deed, Good Faith, Obligation, Moving Party

Matching cites from your document:

▲ Fed. Home Loan Mortg. Corp. v. Appel | 143 Idaho 42

◆ Froman v. Madden | 13 Idaho 138

2. LESLIE BENZ, Plaintiff/Respondent, vs. D.L. EVANS BANK, Defendant/Appellant, Idaho Supreme Court | May 06, 2011 | 2011 ID S. CT. BRIEFS LEXIS 121

Outcome: No outcome identified

Judge: Robert J. Elgee | **Counsel:** Parsons, Loveland, Shirley & Lindstrom, LLP (Randolph Calvin Stoen) | **Counsel:** Lubovski, Wygle, Fallowfield & Ritzau, P.A. (Janet C. Wygle)

Matching legal concepts from your document: Trust Deed, Good Faith

Matching cites from your document:

◆ Petricevich v. Salmon River Canal Co. | 92 Idaho 865

◆ Merchants' Trust Co. v. Davis | 49 Idaho 494

AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF DEFENDANT's RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT.Docx

Cited in your document - Plaintiff

BRIEF FOR Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf

1. ▲ Badell v. Beeks
Cases Idaho | April 8, 1988 | 115 Idaho 101
Discussion Level  Cited

EXHIBIT R

PAGE 45 CASE No. CV35-24-1063

EXHIBIT R

PAGE 46 CASE No. CV35-24-1063

OVERVIEW: A dental's civil case against attorney for malicious prosecution and abuse of process was properly dismissed because attorney had probable cause to bring medical malpractice action against dentist and there was no improper use of judicial process.

2. ▲ Celotex Corp. v. Catrett
Cases U.S. | June 25, 1986 | 477 U.S. 317
Discussion Level  Cited

OVERVIEW: In a wrongful death action, a manufacturer could have won summary judgment motion without introducing any evidence, as spouse of decedent produced no evidence of decedent's exposure to manufacturer's asbestos products, a key element of the complaint.

3. ▲ G&M Farms v. Funk Irrigation Co.
Cases Idaho | March 19, 1991 | 119 Idaho 514
Discussion Level  Cited

OVERVIEW: Where irrigation system's manufacturer and installer stated it would work for farmer's land and there had been no complaints and evidence showed they knew statements were untrue, farmer established prima facie case of intentional misrepresentation.

4. ▲ Spencer v. Jameson
Cases Idaho | June 16, 2009 | 211 P.3d 106
Discussion Level  Mentioned

OVERVIEW: Mobile home that was affixed to the land at the time of a non-judicial foreclosure sale, it was real property under Idaho Code Ann. § 55-101 and was properly transferred to the trustee under Idaho Code Ann. §§ 45-1502(3) and 45-1503. The trial court erred in failing to distribute excess sales proceeds in accordance with Idaho Code Ann. § 45-1507.

5. ◆ Thomson v. Idaho Ins. Agency
Cases Idaho | November 30, 1994 | 126 Idaho 581
Discussion Level  Cited

OVERVIEW: Summary judgment in favor of a school district was proper in parents' action for damages sustained by their child on school district property because the child was not entitled onto the property by the defective backstop that caused the injury.

6. ◆ Petricevich v. Salmon River Canal Co.
Cases Idaho | March 25, 1969 | 92 Idaho 865
Discussion Level  Cited

OVERVIEW: The company's evidence, in the face of conflicting circumstantial evidence presented by the injured party, was sufficient to establish that there was no genuine issue of fact regarding the company's liability. The summary judgment was proper.

7. ◆ Edwards v. Conchemco, Inc.
Cases Idaho Ct. App. | October 31, 1986 | 111 Idaho 851
Discussion Level  Cited

OVERVIEW: A manufacturer was entitled to summary judgment where an owner of a mobile home presented no evidence that a defect in the mobile home caused the fire. The rapid spread of the fire, by itself, did not support a finding of a defect.

8. ◆ Chandler v. Hayden
Cases Idaho | August 24, 2009 | 215 P.3d 485

Discussion Level  Analyzed

OVERVIEW: In a lien priority case, it was error for the trial court to enforce a contract without first considering whether a genuine issue of material fact existed as to a lienholder's affirmative defenses against a title insurance company, which if proven could invalidate the agreement.

9. ◆ Pro Indiviso, Inc. v. Mid-Mile Holding Trust
Cases Idaho | August 28, 1998 | 131 Idaho 741
Discussion Level  Cited

OVERVIEW: Summary judgment grant to property purchaser was proper as ruling it was entitled to writ of assistance and ejectment was not error since it produced deed received at purchase and former property owners claimed no ownership interest in property.

10. ◆ Idaho Code § 45-1508
Statutes-Legislation
Discussion Level  Mentioned

11. ◆ Idaho Code § 45-1508
Statutes-Legislation
Discussion Level  Discussed

12. ◆ Collins v. United States
Cases U.S. | October 21, 1985 | 477 U.S. 242
Discussion Level  Cited

OVERVIEW: Partial summary judgment was reversed because court applied wrong standard in a writ suit brought by a limited purpose public figure; the clear and convincing evidence standard applied to summary judgment as to whether actual malice existed.

13. ① Sewell v. Neilsen, Monroe, Inc.
Cases Idaho Ct. App. | August 29, 1985 | 109 Idaho 192
Discussion Level  Cited

OVERVIEW: Summary judgment was not proper in a promisor's action to recover the amount due on a promissory note because questions of fact remained with regard to the parties intent with respect to the conveyance of lots in satisfaction of the note.

14. ① Breckinridge Prop. Fund 2016, LLC v. Wally Enter.
Cases Idaho Ct. App. | August 22, 2002 | 170 Idaho 649
Discussion Level  Cited

OVERVIEW: In a suit concerning the legality of an auctioneer providing the terms of sale at the time of the foreclosure sale, without providing earlier notice to potential bidders, the printed conditions of the foreclosure sale were binding on plaintiff when announced by the auctioneer, whether it knew of the conditions beforehand or not.

15. ② Idaho Code § 45-1510
Statutes-Legislation
Discussion Level  Cited

16. I.R.C.P. 56(c)

I.C. § 6-303(2)
Here is the closest citation we found:

EXHIBIT R

PAGE 47 CASE No. CV35-24-1063

EXHIBIT R

PAGE 48 CASE No. CV35-24-1063

- [Idaho Code § 6-303](#)
Statutes-Legislation
Discussion Level Cited
18. [I.R.C.P. 12\(b\)\(6\)](#)
Statutes-Legislation
Discussion Level Cited
- BRIEF FOR Plaintiff Motion For Summary Judgment.Pdf
19. [I.R.C.P. 56](#)
Statutes-Legislation
Discussion Level Cited

Cited in your document - Shared

1. **Cited in the following Documents:**
[Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf](#)
Defendant Response To MSJ.Docx
 2. **Cited in the following Documents:**
[Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf](#)
Defendant Response To MSJ.Docx
 3. **Cited in the following Documents:**
[Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf](#)
Defendant Response To MSJ.Docx
 4. **Cited in the following Documents:**
[Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf](#)
Defendant Response To MSJ.Docx
 5. **Cited in the following Documents:**
[Thomson v. Idaho Ins. Agency](#)
Cases Idaho | November 30, 1994 | 128 Idaho 581
Discussion Level Cited
- OVERVIEW: Summary judgment was proper in a promisee's action to recover the amount due on a promissory note because questions of fact remained with regard to the parties intent with respect to the conveyance of lots in satisfaction of the note.
- OVERVIEW: Summary judgment in favor of a school district was proper in parents' action for damages sustained by their child on school district property because the child was not entitled onto the property by the defective backstop that caused the injury.

Discussion Level Cited

OVERVIEW: The company's evidence, in the face of conflicting circumstantial evidence presented by the injured party, was sufficient to establish that there was no genuine issue of fact regarding the company's liability. The summary judgment was proper.

5. **Cited in the following Documents:**
[Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf](#)
Defendant Response To MSJ.Docx
Defendant AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF DEFENDANT'S RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT.Docx
- [Idaho Code § 45-1508](#)
Statutes-Legislation
Discussion Level Cited

6. **Cited in the following Documents:**
[Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf](#)
Defendant Response To MSJ.Docx
- [Idaho Code § 45-1510](#)
Statutes-Legislation
Discussion Level Cited

Cited in your document - Defendant**BRIEF FOR Response To MSJ.Docx**

1. [Moore v. De Bernardi](#)
Cases Nev. | April 23, 1923 | 47 Nev. 33
Discussion Level Cited
 2. [Davis v. Kleinheits](#)
Cases Ariz. | May 20, 1946 | 19 P.2d 78
Discussion Level Cited
 3. [Fed. Home Loan Mortg. Corp. v. Appel](#)
Cases Idaho | May 25, 2006 | 143 Idaho 42
Discussion Level Cited
 4. [12 U.S.C. § 1821](#)
Statutes-Legislation
- OVERVIEW: In plaintiff's action to recover from defendant land she purchased from a bank, a constructive trust arose in favor of defendant because he, relying upon the bank's promise that it would convey the land to him, failed to protect his interest in it.
- OVERVIEW: Where the evidence established that the original purchase covered the property and the description in the deed was a mistake, original purchaser was entitled to reformation of the deed. The subsequent buyer was not a bona fide purchaser for value.
- OVERVIEW: Although a credit bid used by a purchaser at a trustee's sale was the equivalent of a cash sale, the sale was void because the trustee failed to comply with notice provisions of Idaho Code Ann. § 45-1506A. The trustee's compliance with Idaho Code Ann. § 45-1506B was immaterial where the borrower had no notice of an earlier rescheduled sale date.

EXHIBIT R**PAGE 49 CASE No. CV35-24-1063****EXHIBIT R****PAGE 50 CASE No. CV35-24-1063****Download: Brief Analysis: Judicial Full Delivery Report**

- Discussion Level Cited
5. [Idaho Code § 45-1508](#)
Statutes-Legislation
Discussion Level Discussed
6. [Merchants' Trust Co. v. Davis](#)
Cases Idaho | June 23, 1930 | 49 Idaho 494
Discussion Level Cited
- OVERVIEW: Purchaser's interest was inferior to that of first mortgagee where assignment of first mortgage was recorded in wrong county but purchasers had constructive notice of recorded first mortgage and lack of satisfaction which triggered duty to inquire.
7. [Froman v. Madden](#)
Cases Idaho | February 11, 1907 | 13 Idaho 138
Discussion Level Cited
8. [Sheppard v. Van Doren](#)
Cases N.M. | August 11, 1936 | 40 N.M. 380
Discussion Level Cited
- OVERVIEW: Where a car dealer redelivered a car to a buyer in spite of his knowledge that the motor number on the car had been altered and was false, he was estopped from asserting his lien against a subsequent good faith purchaser.
9. [Thomson v. Idaho Ins. Agency](#)
Cases Idaho | November 30, 1994 | 126 Idaho 581
Discussion Level Cited
- OVERVIEW: Summary judgment in favor of a school district was proper in parents' action for damages sustained by their child on school district property because the child was not entitled onto the property by the defective backstop that caused the injury.
10. [Pines Grazing Ass'n v. Flying Joseph Ranch, LLC](#)
Cases Idaho | November 23, 2011 | 151 Idaho 924
Discussion Level Cited
- OVERVIEW: Because an agreement not to bid at a sale of county-owned land at public auction constituted illegal bid rigging under both Idaho Code Ann. § 48-104 and § 1 of the Sherman Act, 15 U.S.C. § 1, the agreement was unenforceable, and a jury's award of damages for breach of the agreement therefore had to be overturned.
11. [Petricevich v. Salmon River Canal Co.](#)
Cases Idaho | March 25, 1969 | 92 Idaho 665
Discussion Level Cited
- OVERVIEW: The company's evidence, in the face of conflicting circumstantial evidence presented by the injured party, was sufficient to establish that there was no genuine issue of fact regarding the company's liability. The summary judgment was proper.
12. [11 U.S.C. § 704](#)
Statutes-Legislation
Discussion Level Cited

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13. [15 U.S.C. § 78ff](#)
Statutes-Legislation
Discussion Level Cited
14. [Idaho Code § 45-1506](#)
Statutes-Legislation
Discussion Level Discussed
15. [Mangum v. Stadel](#)
Cases Kan. | July 1, 1907 | 76 Kan. 764
Discussion Level Cited
- OVERVIEW: Demurser was improper where there was a question as to whether a purchaser had notice of the lien or notice of facts which would naturally arouse suspicion and excite inquiry reasonably leading to a knowledge of the lien.
16. [La Brie v. Cartwright](#)
Cases Tex. Civ. App. | April 7, 1909 | 55 Tex. Civ. App. 144
Discussion Level Cited
- OVERVIEW: In a suit in trespass to try title to 600 acres of land, the knowledge of an agent was not imputed to a principal because the agent was dealing for himself. A new trial was needed to see if a later buyer took good title from the principal.
17. [Idaho Code § 55-809](#)
Statutes-Legislation
Discussion Level Cited
18. [Richland Brick Corp. v. Hurst Hardware Co.](#)
Cases W. Va. | May 8, 1917 | 80 W. Va. 476
Discussion Level Cited
- OVERVIEW: A company was liable to a corporation for the value of a shipment of the corporation's bricks which were sold to the company under false pretenses by a brick layer. The brick layer had no semblance of ownership of the bricks and the company should have, by the exercise of reasonable diligence, discovered the falsity of his claims.
19. [Sewell v. Neilsen, Monroe, Inc.](#)
Cases Idaho Ct. App. | August 29, 1985 | 109 Idaho 192
Discussion Level Cited
- OVERVIEW: Summary judgment was not proper in a promisee's action to recover the amount due on a promissory note because questions of fact remained with regard to the parties intent with respect to the conveyance of lots in satisfaction of the note.
20. [Wright v. Parish](#)
Cases Idaho | June 15, 2023 | 531 P.3d 1115
Discussion Level Cited
- OVERVIEW: The district court erred when it concluded a husband's attempt to prove he had a greater than fifty percent ownership interest in the subject properties was barred by issue preclusion because during the divorce proceedings, neither the husband nor the wife accepted the magistrate court's offer to resolve the ownership of the property.
21. [Idaho Code § 45-1508](#)

EXHIBIT R**PAGE 51 CASE No. CV35-24-1063****EXHIBIT R****PAGE 52 CASE No. CV35-24-1063**

Statutes-Legislation
Discussion Level Cited

22. **I Idaho Code § 45-1510**
Statutes-Legislation
Discussion Level Cited

23. **Salmon v. Norris** 82 App. Div. 362
Here is the closest citation we found:

Salmon v. Norris
Cases N.Y. App. Div. | April 1, 1903 | 82 A.D. 362

OVERVIEW: Creditors were not bona fide mortgagees where they failed to inquire into the validity of a prior recorded mortgage on same chattel, which the debtors had told them was invalid; thus, creditors were not entitled to priority over previous mortgage.

24. **In Kane v. Union State Bank** D. Idaho | 1937 | 21 F. Supp. 225
Here is the closest citation we found:

The Hirondelle
Cases D. Ala. | November 13, 1937 | 21 F. Supp. 223

25. **Wells Fargo Bank, N.A. v. Renz** 1993 | 124 Idaho 885
Here is the closest citation we found:

State v. Townsend
Cases Idaho | December 28, 1993 | 124 Idaho 881

OVERVIEW: Defendant's conviction for aggravated battery was vacated and remanded for a new trial where the jury verdict did not specify whether the instrumentality used was defendant's hands or his vehicle.

26. **Fannie Mae v. Ormesher**
Cases Idaho Dist. Ct. | May 20, 2014 | 2014 Id. Dist. LEXIS 31
Discussion Level Cited

BRIEF FOR AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF DEFENDANT'S RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT.Docx

27. **I Idaho Code § 45-1508**
Statutes-Legislation
Discussion Level Cited

Quote Check - Plaintiff

Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf

1. **This quote is Incorrect**

Quote from your brief:

Idaho Rule of Civil Procedure 56(c) states, in pertinent part: The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Id. Pursuant to I.R.C.P. 56(c), summary judgment is appropriate where the pleadings,

EXHIBIT R

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depositions, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Sewell v. Nielsen, Monroe, Inc., 109 Idaho 192, 707 P.2d 61 (Ct. App. 1985); Ambrose v. Burli Joint Sc

Quote from source citation:

Cited document not found

Source Citation: Id.

2. **This quote is Incorrect**

Quote from your brief:

judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to its case, on which the party bears the burden of proof. See Celotex Corp. v. Catrett, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986). Idaho courts have held that in order to forestall summary judgment, a party must do more than present a scintilla of evidence, and merely raising the "slightest doubt" as to facts is not sufficient to create a genuine issue. Petricevich v. Salmon River Canal Co., 92 Idaho 865, 871, 452 P.2d 362 (1969); G&M Farms v. Funk Irrigation Co., 119 Idaho 514, 517, 808 P.2d 851 (1991). The Idaho court has similarly held that summary judgment should be granted if the evidence in opposition to the motion is merely colorable or is not significantly probative, not significantly probative?, relying in part upon Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249-50, 106 S.Ct. 255, 91 L.Ed.2d 202 (1986). To withstand a motion for summary judgment, ?the [non-moving party]s case must be anchored in something more solid than speculation; a mere scintilla of evidence is not enough to create a genuine issue.? Edwards v. Conchemco, Inc., 111 Idaho 851, 72

Quote from source citation:

No matching quote found in Petricevich v. Salmon River Canal Co., 92 Idaho 865, 871, 452 P.2d 362 (1969).

Source Citation: Petricevich v. Salmon River Canal Co., 92 Idaho 865, 871

3. **This quote is Correct**

Quote from your brief:

a scintilla of evidence, and merely raising the ?slightest doubt? as to facts is not sufficient to create a genuine issue.? Petricevich v. Salmon River Canal Co., 92 Idaho 865, 871, 452 P.2d 362 (1969); G&M Farms v. Funk Irrigation Co., 119 Idaho 514, 517, 808 P.2d 851 (1991). The Idaho court has similarly held that summary judgment should be granted if the evidence in opposition to the motion is merely colorable or is not significantly probative, not significantly probative?, relying in part upon Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249-50, 106 S.Ct. 255, 91 L.Ed.2d 202 (1986). To withstand a motion for summary judgment, ?the [non-moving party]s case must be anchored in something more solid than speculation; a mere scintilla of evidence is not enough to create a genuine issue.? Edwards v. Conchemco, Inc., 111 Idaho 851, 72

Quote from source citation:

is merely colorable

Source Citation: Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249

4. **This quote is Correct**

PAGE 54 CASE No. CV35-24-1063

Quote from your brief:

and merely raising the ?slightest doubt? as to facts is not sufficient to create a genuine issue.? Petricevich v. Salmon River Canal Co., 92 Idaho 865, 871, 452 P.2d 362 (1969); G&M Farms v. Funk Irrigation Co., 119 Idaho 514, 517, 808 P.2d 851 (1991). The Idaho court has similarly held that summary judgment should be granted if the evidence in opposition to the motion is merely colorable or is not significantly probative, not significantly probative?, relying in part upon Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249-50, 106 S.Ct. 255, 91 L.Ed.2d 202 (1986). To withstand a motion for summary judgment, ?the [non-moving party]s case must be anchored in something more solid than speculation; a mere scintilla of evidence is not enough to create a genuine issue.? Edwards v. Conchemco, Inc., 111 Idaho 851, 72

Quote from source citation:

is not significantly probative

Source Citation: Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249

5. **This quote is Incorrect**

The pinpoint page in your citation is Incorrect

Quote from your brief:

Funk Irrigation Co., 119 Idaho 514, 517, 808 P.2d 851 (1991). The Idaho court has similarly held that summary judgment should be granted if the evidence in opposition to the motion is merely colorable or is not significantly probative, not significantly probative?, relying in part upon Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249-50, 106 S.Ct. 255, 91 L.Ed.2d 202 (1986). To withstand a motion for summary judgment, ?the [non-moving party]s case must be anchored in something more solid than speculation; a mere scintilla of evidence is not enough to create a genuine issue.? Edwards v. Conchemco, Inc., 111 Idaho 851, 72

Quote from source citation:

the plaintiff's case must be anchored in something more solid than speculation. A mere scintilla of evidence is not enough to create a genuine issue

Source Citation: Edwards v. Conchemco, Inc., 111 Idaho 851

6. **This quote is Correct**

Quote from your brief:

is appropriate as the underlined facts prove each of the elements necessary to support a claim for ejempcio. Answer Bass to the former owner of the Property, and as agent Mr. Pike as a tenant of the Property. Summary Judgment is Appropriate as The Undisputed Facts Prove Each of the Necessary Elements for Ejement from The Property. In an action for ejement, Plaintiff must only prove ?(1) ownership, (2) possession by the defendants, and (3) refusal of the defendants to surrender possession. Pro Indiviso, Inc. v. Mid-Mile Holding Trust, 131 Idaho 741, 745, 963 P.2d 1178, 1182 (1999)(citation omitted). Here, the Answer filed by Jeremy Bass and Dwayne Pike establish the last two elements. Specifically, Mr. Bass admits that he is in possession and, as demonstrated by the Answer generally, is refusing to surrender the Property to Plaintiff based upon a number of baseless as

Quote from source citation:

(1) ownership, (2) possession by the defendants, and (3) refusal of the defendants to surrender possession

Source Citation: Pro Indiviso v. Mid-Mile Holding Trust, 131 Idaho 741, 745

7. **This quote is Incorrect**

Quote from your brief:

The effect of a trustee's sale is set forth in Idaho Code ? 45-1508, which states: A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the deed of trust if all persons to whom notice is given under § 45-1506, Idaho Code, and any other persons claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchase. The trustee may give notice of the sale by personal service, posting or publication in accordance with § 45-1506, Idaho Code, shall not affect the validity of the sale. See I.C. ? 45-1508. In interpreting I.C. ? 45-1508, the Idaho Supreme Court recently reiterated that the provision makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506, if the manner of foreclosure including notice of the sale. See Breckenridge Property Fund 2016, LLC, v. Wally Enterprises, Inc., 170 Idaho 649 (Idaho 2022). Similarly, Idaho Code ? 45-1510 provides that the recitals and affidavits in a trustee's Deed are ?to

Quote from source citation:

Cited document not found

Source Citation: See I.C. § 45 1508

8. **This quote is Correct**

The pinpoint page in your citation is Incorrect

Quote from your brief:

at the trustee's sale. The failure to give notice to any such persons by mailing, personal service, posting or publication in accordance with ? 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any persons having actual knowledge of the sale. See I.C. ? 45-1508. In interpreting I.C. ? 45-1508, the Idaho Supreme Court recently reiterated that the provision makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506, provision makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506, ?to? the manner of foreclosure including notice of the sale. See Breckenridge Property Fund 2016, LLC, v. Wally Enterprises, Inc., 170 Idaho 649 (Idaho 2022). Similarly, Idaho Code ? 45-1510 provides that the recitals and affidavits in a trustee's Deed are ?to

Quote from source citation:

provision makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506

Source Citation: Breckenridge Prop. Fund 2016, LLC v. Wally Enter., 170 Idaho 649

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