

SUPREME COURT OF IDAHO

Stafford v. Weaver, 136 Idaho 223

31 P.3d 245 (2001) · No. No. 26117 · Decided May 17, 2001

SUMMARY

The Idaho Supreme Court affirmed summary judgment for Max Weaver, holding that the parties had established the disputed property boundary by agreement through their survey, fencing, improvements, and conduct. The court awarded Weaver costs on appeal but denied attorney fees because Stafford's appeal was not frivolous.

CASE DETAILS

COURT	Supreme Court of Idaho
WRITING FOR THE COURT	Trout, Chief Justice; Schroeder, Justice; Kidwell, Justice; Eismann, Justice; Hart, Judge Pro Tem
JURISDICTION	Idaho
DECIDED	May 17, 2001
DOCKET	No. 26117
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from an order granting Max Weaver's motion for summary judgment in a real-property boundary dispute.
STANDARD OF REVIEW	Summary judgment is reviewed under the same standard used by the district court. Summary judgment is proper when the record shows no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. When the court, rather than a jury, will be the trier of fact, undisputed material facts support summary judgment despite conflicting inferences because the court resolves those inferences.
PRECEDENTIAL VALUE	Published Idaho Supreme Court opinion
PARTIES	Frank Stafford, Sr. v. Max Weaver

TOPICS

- title disputes
- summary judgment
- real estate
- appellate procedure
- attorney fees

PRACTICE AREAS

real estate

civil procedure

appellate procedure

QUESTIONS PRESENTED

1. Whether the undisputed facts established a boundary by agreement between Stafford's property and Weaver's private lane.
2. Whether the prior decision in *Weaver v. Stafford* required the entire boundary to be determined by the metes-and-bounds descriptions in the parties' deeds under *res judicata*.
3. Whether Weaver was entitled to attorney fees on appeal under Idaho Code section 12-121.

HOLDINGS

1. Summary judgment for Weaver was proper because the parties' jointly obtained survey, construction and treatment of the fence as the boundary, and Weaver's improvements to the lane established an express or implied agreement fixing the boundary, with no genuine issue of material fact.
2. The prior decision in *Weaver v. Stafford* applied only to the southwest boundary and did not preclude the parties' agreement establishing the boundary between Stafford's property and Weaver's private lane.
3. Weaver was not entitled to attorney fees on appeal because Stafford's challenge to the application of boundary by agreement was not frivolous.

KEY QUOTATIONS

"The doctrine of boundary by agreement requires (1) an uncertain or disputed boundary and (2) an express or implied agreement subsequently fixing the boundary." (247)

"Once the parties set the uncertain boundary, they were no longer entitled to the metes and bounds descriptions of their deeds." (248)

FACTUAL BACKGROUND

Stafford and Weaver owned adjoining property in Canyon County. In 1995, they jointly obtained and paid for a survey, after which a fence was built along the surveyed boundary and Weaver improved his private lane up to the fence. Stafford later obtained a second survey indicating that the fence and lane encroached approximately ten feet onto his property. The parties had treated the fence as the boundary until Stafford commissioned the second survey.

PROCEDURAL HISTORY

Weaver previously sued Stafford for trespass, and the trial court determined the location of the southwest boundary; that determination was affirmed in *Weaver v. Stafford*. Stafford then filed this action concerning the boundary between his property and Weaver's private lane. The district court dismissed Counts II through V under Idaho Rule of Civil Procedure 12(b)(8), denied Rule 54(b) certification, and later granted Weaver summary judgment on Count I after finding that the boundary had been established by agreement. Stafford appealed.

DISPOSITION

affirmed

CASES CITED

- Weaver v. Stafford, 134 Idaho 691, 8 P.3d 1234 (2000)
- Rincover v. State, 128 Idaho 653, 656, 917 P.2d 1293, 1296 (1996)
- Riverside v. Ritchie, 103 Idaho 515, 519, 650 P.2d 657, 661 (1982)
- Samuel v. Hepworth, Nungester & Lezamiz, Inc., 134 Idaho 84, 87, 996 P.2d 303, 306 (2000)
- Harpole v. State, 131 Idaho 437, 439, 958 P.2d 594, 596 (1998)
- Tuttle v. Sudenga Indus., Inc., 125 Idaho 145, 150, 868 P.2d 473, 478 (1994)
- Johnson v. Newport, 131 Idaho 521, 960 P.2d 742 (1998)
- Cameron v. Neal, 130 Idaho 898, 901, 950 P.2d 1237, 1240 (1997)
- Wells v. Williamson, 118 Idaho 37, 41, 794 P.2d 626, 630 (1990)
- Trappett v. Davis, 102 Idaho 527, 532, 633 P.2d 592, 597 (1981)
- Paurley v. Harris, 75 Idaho 112, 268 P.2d 351 (1954)
- Wooley Trust v. DeBest Plumbing, Inc., 133 Idaho 180, 187, 983 P.2d 834, 841 (1999)