

SUPREME COURT OF IDAHO

State v. Watkins

141 P.3d 1086 (Idaho 2006) · No. 31700 · Decided July 31, 2006

SUMMARY

The Idaho Supreme Court held that a magistrate court could not compel a parent to sign a juvenile probationary contract under threat of imprisonment. Because the parent was coerced into signing, the purported contract was invalid, and contempt sanctions could not be imposed for violating its terms. The court reversed the contempt finding.

CASE DETAILS

COURT	Supreme Court of Idaho
WRITING FOR THE COURT	Schroeder, Chief Justice; Trout, Justice; Eismann, Justice; Burdick, Justice; Jones, Justice
JURISDICTION	Idaho
DECIDED	July 31, 2006
DOCKET	31700
DISPOSITION	reversed
PROCEDURAL POSTURE	Watkins appealed from a magistrate court contempt order imposing five days in jail for refusing to submit to drug testing required by a parental contract in his son's juvenile probation proceedings. The district court, acting in its appellate capacity, held that the magistrate court could compel execution of the contract and impose sanctions, but remanded for proceedings limited to the remedies stated in the contract. Watkins appealed to the Idaho Supreme Court.
STANDARD OF REVIEW	The Supreme Court independently reviews the record and the magistrate's decision, giving due regard to the district court's decision. Questions of law are reviewed de novo or by free review.
PRECEDENTIAL VALUE	published Idaho Supreme Court opinion
PARTIES	Scott Watkins, Real Party in Interest-Appellant v. State of Idaho, Plaintiff-Respondent

TOPICS

contract formation

contracts

statutory interpretation

appellate procedure

mootness

PRACTICE AREAS

juvenile law

contract law

contempt

appellate procedure

QUESTIONS PRESENTED

1. Whether the appeal was moot after the parental contract expired.
2. Whether Watkins's appeal was timely.
3. Whether the magistrate court had authority under Idaho Code section 20-522 to compel Watkins to enter into a parental probationary contract under threat of jail.
4. Whether Watkins could be held in contempt and jailed for violating the compelled parental contract.

HOLDINGS

1. The appeal was not moot because, if the district court's decision remained unaltered, Watkins remained subject to remand proceedings for contempt sanctions.
2. The appeal from the district court was timely because the notice of appeal was filed within the forty-two-day period prescribed by Idaho Appellate Rule 14(a).
3. Idaho Code section 20-522 does not authorize a magistrate court to compel a parent to enter into a parental probationary contract under threat of jail.
4. The parental contract was invalid because it was signed under compulsion, and no contempt sanctions could be imposed for violating its provisions.
5. The court did not decide whether drug testing could have been ordered under Idaho Code section 20-520 because the magistrate court did not proceed under that statutory authority.

KEY QUOTATIONS

“While one may be compelled to perform the conditions of a valid contract, compulsion to enter a contract under the threat of jail is not within the contemplation of contract law.” (1090)

“There was no valid contract. No sanctions could be imposed on Watkins for failure to comply with the provisions of the invalid contract.” (1090)

FACTUAL BACKGROUND

Scott Watkins participated in his juvenile son's proceedings and signed an acknowledgment form describing possible parental probationary contracts and court-ordered conditions. After the juvenile was placed on probation, the magistrate court required Watkins to sign a parental contract requiring random drug testing, and threatened to jail him if he refused to sign. Watkins signed under that threat, then refused to take the drug test and was held in contempt and sentenced to five days in jail.

PROCEDURAL HISTORY

A juvenile magistrate court ordered Watkins to sign a parental probation contract containing a random-drug-testing provision, threatening jail if he refused. Watkins signed, refused the drug test, and was held in contempt and sentenced to five days in jail. The district court affirmed the magistrate court's authority in part but remanded for sanctions limited to those listed in the contract. The Idaho Supreme Court held that the contract was invalid because it was compelled under threat of incarceration and reversed the contempt order.

DISPOSITION

reversed

CASES CITED

- Doe v. State, 137 Idaho 758, 53 P.3d 341 (2002)
- Walborn v. Walborn, 120 Idaho 494, 817 P.2d 160 (1991)
- Electrical Wholesale Supply Co. v. Nielson, 136 Idaho 814, 41 P.3d 242 (2001)