## SUPREME COURT OF WYOMING

# Gray v. Stratton Real Estate

36 P.3d 1127 (Wyo. 2001) · No. No. 00-323 · Decided December 12, 2001

### SUMMARY

The Wyoming Supreme Court affirmed a judgment requiring Gray to pay Stratton Real Estate a $10,000 commission under an exclusive leasing and commission agreement. The court held that Wyo. Stat. § 33-28-111(a)(xx), which regulates listing agreements for the sale of property, does not apply to lease agreements and does not render the contract unenforceable for lacking a definite expiration date. The court also determined that the appeal lacked a reasonable legal basis and awarded sanctions, subject to submission of costs and attorney fees.

### CASE DETAILS

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| COURT | Supreme Court of Wyoming |
| WRITING FOR THE COURT | Golden, Justice; Lehman, C.J.; Golden, J.; Hill, J.; Kite, J.; Voigt, J. |
| JURISDICTION | Wyoming |
| DECIDED | December 12, 2001 |
| DOCKET | No. 00-323 |
| DISPOSITION | affirmed |
| PROCEDURAL POSTURE | Gray appealed a district court judgment entered after trial in favor of Stratton Real Estate on a claim for breach of a real estate commission agreement. |
| STANDARD OF REVIEW | De novo review applies to the interpretation of a statute because statutory interpretation presents a question of law. |
| PRECEDENTIAL VALUE | Published Wyoming Supreme Court opinion; precedential. |
| PARTIES | Jan Charles Gray v. Stratton Real Estate |

### TOPICS

contracts · real estate · statutory interpretation · appellate procedure · standard of review

### PRACTICE AREAS

contract law · real estate law · appellate procedure · statutory interpretation

## QUESTIONS PRESENTED

1. Whether Wyo. Stat. Ann. § 33-28-111(a)(xx), which requires certain real estate listing agreements to contain a definite expiration date, applies to an agreement for negotiating a lease.
2. Whether the absence of a definite expiration date rendered the written commission agreement unenforceable or void as against public policy.
3. Whether sanctions should be imposed for an appeal lacking a reasonable legal basis.

## HOLDINGS

1. Section 33-28-111(a)(xx) is a licensing regulatory provision that applies to listing agreements for the sale of real property, not to agreements concerning the negotiation of a lease.
2. The absence of a definite expiration date did not make the written leasing commission agreement unenforceable, void, or contrary to public policy.
3. Sanctions were appropriate because the appeal lacked cogent argument, pertinent authority, and a good-faith legal basis.

## KEY QUOTATIONS

> *"This statute is a licensing regulatory statute that, by its terms, applies only to listing agreements for the sale of property. It does not apply to lease agreements."* (36 P.3d at 1129)

> *"The public policy evinced in § 33-28-111(a)(xx) would not be furthered by a finding that the lack of a definite expiration date makes the entire written agreement, already performed by Stratton, unenforceable."* (36 P.3d at 1129)

> *"There is no basis in law, equity or public policy for Gray to defeat the contractual obligations into which he freely entered with Stratton."* (36 P.3d at 1130)

## FACTUAL BACKGROUND

Gray, the owner of office space, entered into an Exclusive Leasing and Commission Agreement with Stratton Real Estate in May 1999. Gray agreed to pay Stratton a $10,000 commission for negotiating a lease with a specified prospective tenant, with payment divided into two installments. Stratton successfully negotiated the lease and the lease was signed, but Gray refused to pay any portion of the commission.

## PROCEDURAL HISTORY

Gray and Stratton entered into an exclusive leasing and commission agreement under which Gray agreed to pay Stratton a $10,000 commission for negotiating a lease. Stratton negotiated the lease, but Gray refused to pay, and the district court entered judgment for Stratton for $10,000 plus interest and costs. Gray appealed, and Stratton sought sanctions for a meritless appeal under W.R.A.P. 10.05.

## DISPOSITION

affirmed

## REMAND INSTRUCTIONS

Stratton was directed to submit a statement of appellate costs and attorney fees associated with responding to the appeal; the court would review the submission and award an appropriate sanction.

## CASES CITED

- May v. May, 945 P.2d 1189, 1191 (Wyo. 1997)
- Lyles v. State ex rel. Division of Workers' Compensation, 957 P.2d 843, 845 (Wyo. 1998)
- Allied-Signal, Inc. v. Wyoming State Board of Equalization, 813 P.2d 214, 220 (Wyo. 1991)
- Parker Land and Cattle Company v. Wyoming Game and Fish Commission, 845 P.2d 1040, 1043 (Wyo. 1993)
- Wyoming Dept. of Transp. v. Haglund, 982 P.2d 699, 701 (Wyo. 1999)
- Bowen v. State, Wyoming Real Estate Comm'n, 900 P.2d 1140, 1143 (Wyo. 1995)
- Wyoming Realty Co. v. Cook, 872 P.2d 551, 553-54 (Wyo. 1994)
- Battlefield, Inc. v. Neely, 656 P.2d 1154, 1157 (Wyo. 1983)
- Small v. Convenience Plus Partners, Ltd., 6 P.3d 1254, 1256 (Wyo. 2000)

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