

SUPREME COURT OF THE STATE OF IDAHO

Mary Killins Soignier v. W. Kent Fletcher

2011 Opinion No. 69 (Idaho 2011) (Supreme Court of the State of Idaho 2011) · No. 37123 · Decided June 2, 2011

SUMMARY

The Idaho Supreme Court held that an attorney did not breach his duty to a testamentary beneficiary because the will unambiguously effectuated the testator's expressed intent, even though the relevant trust interest had terminated before the will was executed. The court vacated the award of attorney fees under Idaho Code section 12-120(3), finding no commercial transaction between the attorney and the nonclient beneficiary, and awarded no fees or costs on appeal.

CASE DETAILS

COURT	Supreme Court of the State of Idaho
WRITING FOR THE COURT	W. Jones, Justice; Burdick, Justice; Horton, Justice; Eismann, Chief Justice
JURISDICTION	Idaho
DECIDED	June 2, 2011
DOCKET	37123
DISPOSITION	other
PROCEDURAL POSTURE	Soignier appealed from summary judgment for Fletcher in her legal-malpractice action and from the district court's award of attorney fees to Fletcher under Idaho Code section 12-120(3).
STANDARD OF REVIEW	The Supreme Court applies the same standard as the district court on summary judgment. 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; disputed facts and reasonable inferences are construed in favor of the nonmoving party. Issues of law are freely reviewed.
PRECEDENTIAL VALUE	published and precedential
PARTIES	Mary Killins Soignier v. W. Kent Fletcher

TOPICS

professional negligence

standard of care

estate planning

probate procedure

appellate procedure

PRACTICE AREAS

professional negligence

estate planning

trusts

probate

appellate procedure

QUESTIONS PRESENTED

1. Whether Fletcher breached his duty of care to Soignier by preparing a will that devised to her any beneficial interests in trusts even though Cowan had no remaining interest in the Cowan Trust.
2. Whether Fletcher was entitled to attorney fees under Idaho Code section 12-120(3) for defending the legal-malpractice action.
3. Whether either party was entitled to attorney fees on appeal under Idaho Code section 12-120(3).

HOLDINGS

1. Fletcher did not breach his duty of care because the will unambiguously effectuated Cowan's testamentary intent by devising to Soignier any beneficial interests in trusts that Cowan owned at death; the absence of any such interest did not make the will deficient.
2. Fletcher was not entitled to attorney fees from Soignier because no commercial transaction occurred between Fletcher and Soignier.
3. Neither party was entitled to attorney fees on appeal because this action was not one involving a commercial transaction between the parties.

KEY QUOTATIONS

“effectuate the testator’s intent as expressed in the testamentary instruments.” (3)

“no duty to see that the testator distributes his or her property among the named beneficiaries in any particular manner.” (4)

“The categorical rule against awarding attorney fees under § 12-120(3) in tort actions no longer applies in Idaho.” (5)

“does not require that there be a contract between the parties before the statute is applied; the statute only requires that there be a commercial transaction.” (5)

FACTUAL BACKGROUND

W. Kent Fletcher represented Zachary A. Cowan, who had previously been the beneficiary of the Leonarda A. Cowan Trust. Cowan terminated his interest in that trust before asking Fletcher to prepare a will. The will devised all beneficial interests Cowan had in any trusts to Mary Killins Soignier, while leaving other property to the American Cancer Society. Because Cowan had no remaining beneficial interest in the trust at death, Soignier argued that Fletcher negligently failed to ensure that the trust proceeds passed to her.

PROCEDURAL HISTORY

Soignier filed a claim against Cowan's estate seeking proceeds from the Cowan Trust, but the magistrate rejected the claim. She then filed a legal-malpractice action against Fletcher. The district court granted Fletcher summary judgment, finding no genuine issue of fact concerning breach, and awarded him attorney fees under Idaho Code section 12-120(3). The Idaho Supreme Court affirmed the summary judgment, vacated the fee award, and denied appellate attorney fees and costs.

DISPOSITION

other

CASES CITED

- Wesco Autobody Supply, Inc. v. Ernest, 149 Idaho 881, 243 P.3d 1069 (2010)
- Stoddart v. Pocatello Sch. Dist. No. 25, 149 Idaho 679, 239 P.3d 784 (2010)
- Castorena v. Gen. Elec., 149 Idaho 609, 238 P.3d 209 (2010)
- Lattin v. Adams Cnty., 149 Idaho 497, 236 P.3d 1257 (2010)
- Johnson v. Jones, 103 Idaho 702, 652 P.2d 650 (1982)
- Harrigfeld v. Hancock, 140 Idaho 134, 90 P.3d 884 (2004)
- Hanks v. Sawtelle Rentals, Inc., 133 Idaho 199, 984 P.2d 122 (1999)
- Estate of Becker v. Callahan, 140 Idaho 522, 96 P.3d 623 (2004)
- Matter of Estate of Kirk, 127 Idaho 817, 907 P.2d 794 (1995)
- Holsapple v. McGrath, 575 N.W.2d 518 (Iowa 1998)
- Lee v. Nickerson, 146 Idaho 5, 189 P.3d 467 (2008)
- Rice v. Litster, 132 Idaho 897, 980 P.2d 561 (1999)
- Brooks v. Gigray Ranches, Inc., 128 Idaho 72, 910 P.2d 744 (1996)
- Fuller v. Wolters, 119 Idaho 415, 807 P.2d 633 (1991)
- Hayward v. Valley Vista Care Corp., 136 Idaho 342, 33 P.3d 816 (2001)
- Blimka v. My Web Wholesaler, LLC, 143 Idaho 723, 152 P.3d 594 (2007)
- City of McCall v. Buxton, 146 Idaho 656, 201 P.3d 629 (2009)
- Great Plains Equip., Inc. v. Nw. Pipeline Corp., 136 Idaho 466, 36 P.3d 218 (2001)