

SUPREME COURT OF MONTANA

Voit v. Mertz

2014 MT 91N · No. DA 13-0443 · Decided April 2, 2014

SUMMARY

The Montana Supreme Court affirmed a district court judgment awarding David Voit \$38,500, plus interest and costs, after determining that a contract for the conveyance of four acres was void because the subdivision was unlawful and performance was impracticable. The court held that Montana law and courts governed the contract because it concerned real property located in Montana, and rejected the defendants’ remaining arguments as irrelevant to the contract’s validity. The opinion was issued as a noncitable memorandum opinion.

CASE DETAILS

COURT	Supreme Court of Montana
WRITING FOR THE COURT	Michael E. Wheat; Patricia Cotter; Jim Rice; Beth Baker; Laurie McKinnon
JURISDICTION	Montana
DECIDED	April 2, 2014
DOCKET	DA 13-0443
DISPOSITION	affirmed
PROCEDURAL POSTURE	The Mertzes appealed the District Court's judgment in favor of Voit in an action involving breach of contract, illegality, and specific performance concerning the proposed conveyance of Montana real property.
STANDARD OF REVIEW	The Supreme Court reviewed the legal issues concerning jurisdiction and contract validity under settled law.
PRECEDENTIAL VALUE	Noncitable memorandum opinion; does not serve as precedent under Section I, Paragraph 3(d) of the Montana Supreme Court Internal Operating Rules.
PARTIES	Karl C. Mertz, Maria M. Mertz v. David Voit

TOPICS

breach of contract

impossibility of performance

real estate

appellate jurisdiction

specific performance real estate

PRACTICE AREAS

Contracts

Real Estate

Appellate Procedure

Remedies

QUESTIONS PRESENTED

1. Whether Montana courts and Montana law had jurisdiction over and governed a contract concerning the conveyance of Montana real property that was signed in Idaho.
2. Whether the contract was void because its sole object was unlawful or impracticable to perform under Montana law.
3. Whether Voit was entitled to recover the amounts he had paid under the void contract.

HOLDINGS

1. Montana courts and Montana law govern a contract for the conveyance of real property located in Montana, even though the contract was signed in Idaho.
2. The contract was void because its object—the conveyance of four acres from the Mertzes' Montana parcel—was unlawful and impracticable to perform where subdivision of the property was prohibited by state and county regulations.
3. Voit was not required to pay the remaining money or convey the Florida property in exchange for Montana property that he might never receive or might receive only at an unascertainable future time.

KEY QUOTATIONS

“The law and courts of Montana, therefore, have jurisdiction over this contract for the conveyance of real property.” (¶ 5)

“It is undisputed that the subdivision of that property is prohibited by state and county regulations, and is unlawful.” (¶ 7)

“Affirmed.” (¶ 11)

FACTUAL BACKGROUND

In July 2006, the parties entered a written contract under which the Mertzes would convey four acres from a 16.79-acre Mineral County parcel to Voit. In exchange, Voit was to convey a one-acre Florida Keys parcel and pay \$40,500; he ultimately paid \$38,500. The Mertzes failed to obtain governmental approval for the subdivision because state and county regulations prohibited it.

PROCEDURAL HISTORY

Voit sued after the Mertzes failed to obtain approval to subdivide and convey four acres from their Mineral County parcel. The District Court held the contract void because the contemplated subdivision was illegal and

impracticable, and awarded Voit \$38,500, interest, and costs. The Mertzes appealed, challenging Montana jurisdiction and the determination that the contract was impracticable as a matter of law.

DISPOSITION

affirmed

CASES CITED

- State v. Osborne, 2005 MT 264, 329 Mont. 95, 124 P.3d 1085
- Cape-France Enters. v. Estate of Peed, 2001 MT 139, 305 Mont. 513, 29 P.3d 1011

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