

SUPREME COURT OF WYOMING

James Tallichet v. Jackson Hole Community Radio, Inc. (a/k/a KHOL)

Tallichet, 2026 WY 56 (Wyo. 2026) · No. S-25-0151 · Decided May 22, 2026

SUMMARY

The Wyoming Supreme Court affirmed summary judgment for Jackson Hole Community Radio, Inc. in James Tallichet’s claims seeking repayment of funds he alleged were loans to the nonprofit radio station. The court held that the statute of frauds barred the breach-of-implied-contract claim because the alleged oral loan agreement was not sufficiently definite and no exception for partial or full performance applied. The court held that the statute of frauds does not bar unjust enrichment claims in Wyoming but concluded Tallichet failed to show that JHCR was reasonably notified, when the funds were conveyed, that he expected repayment.

CASE DETAILS

COURT	Supreme Court of Wyoming
WRITING FOR THE COURT	Jarosh, Justice; Boomgaarden, C.J.; Gray, J.; Fenn, J.; Jarosh, J.; Hill, J.
JURISDICTION	Supreme Court of Wyoming
DECIDED	May 22, 2026
DOCKET	S-25-0151
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from an order granting the appellee's motion for summary judgment and denying the appellant's cross-motion for summary judgment on claims for breach of implied contract and unjust enrichment.
STANDARD OF REVIEW	Summary judgment is reviewed de novo, without deference, using the same materials and standards as the district court. Summary judgment is proper when no genuine issue of material fact exists and the moving party is entitled to judgment as a matter of law. The determination whether an agreement falls within the statute of frauds is also reviewed de novo.
PRECEDENTIAL VALUE	Published and precedential Wyoming Supreme Court opinion

PARTIES

James Tallichet v. Jackson Hole Community Radio, Inc. (a/k/a KHOL), a Wyoming nonprofit corporation

TOPICS

statute of frauds

unjust enrichment

contracts

restitution

standard of review

PRACTICE AREAS

contracts

equitable remedies

appellate procedure

QUESTIONS PRESENTED

1. Whether the district court erred in granting summary judgment against Tallichet on his breach-of-implied-contract claim based on the statute of frauds.
2. Whether the district court erred in granting summary judgment against Tallichet on his unjust-enrichment claim.

HOLDINGS

1. The alleged oral loan agreement fell within Wyoming's statute of frauds and could not support Tallichet's breach-of-implied-contract claim because it lacked a writing and the alleged agreement's essential terms were not sufficiently definite.
2. Tallichet failed to establish the partial- or full-performance exception because the alleged oral loan agreement was not just and certain.
3. The statute of frauds does not bar an unjust-enrichment claim in Wyoming.
4. Tallichet failed to establish the fourth element of unjust enrichment because the circumstances did not reasonably notify JHCR, when it received the contributions, that Tallichet expected repayment.

KEY QUOTATIONS

“It is well established that courts do not have the power to supply indefinite terms.” (¶ 22)

“For these reasons, we continue to hold that the statute of frauds does not bar unjust enrichment claims in Wyoming.” (¶ 31)

“We cannot accept that JHCR was on notice that repayment was expected where Mr. Tallichet: (1) started giving money to JHCR without Board notice; (2) admits he accepted the money as a “loan” on the station’s behalf; and (3) offers no evidence that JHCR or its Board were aware of the station’s subsequent tax filings until after his \$81,848 withdrawal in 2015.” (¶ 40)

FACTUAL BACKGROUND

James Tallichet founded and operated Jackson Hole Community Radio, Inc., serving as its president and a board member. Between approximately 2007 and 2015, he transferred substantial sums to JHCR, later claiming the transfers were loans totaling \$219,685. Although JHCR's tax filings characterized the contributions as a loan,

there was no written loan agreement, no evidence of board approval, and no evidence the board reviewed the filings before Tallichet's departure. Tallichet eventually paid himself \$81,848 from station funds as a purported repayment, after which the board disputed the debt.

PROCEDURAL HISTORY

Tallichet sued JHCR in 2023, alleging breach of implied contract, equitable mortgage, and unjust enrichment based on money he claimed to have loaned to JHCR. The district court denied JHCR's motion to dismiss, then granted JHCR's motion for summary judgment and denied Tallichet's cross-motion, concluding the implied-contract and unjust-enrichment claims were barred by the statute of frauds. Tallichet appealed; he did not challenge the ruling on his equitable-mortgage claim.

DISPOSITION

affirmed

CASES CITED

- Teton Cnty. Bd. of Comm'rs v. Bd. of Land Comm'rs, 2025 WY 48, ¶ 8, 567 P.3d 675, 678 (Wyo. 2025)
- Hurst v. Metro. Prop. & Cas. Ins. Co., 2017 WY 104, ¶ 8, 401 P.3d 891, 895 (Wyo. 2017)
- Rafter J Ranch Homeowner's Ass'n v. Stage Stop, Inc., 2024 WY 114, ¶ 17, 558 P.3d 562, 569 (Wyo. 2024)
- Banner Bank v. First Am. Title Ins. Co., 916 P.3d 1323, 1326 (10th Cir. 2019)
- Parkhurst v. Boykin, 2004 WY 90, ¶¶ 15, 21, 94 P.3d 450, 457, 460 (Wyo. 2004)
- Davis v. Harmony Dev. Co., 2020 WY 39, ¶¶ 16, 18, 460 P.3d 230, 236-37 (Wyo. 2020)
- Redland v. Redland, 2012 WY 148, ¶¶ 89-90, 146, 288 P.3d 1173, 1193, 1205 (Wyo. 2012)
- Birt v. Wells Fargo Home Mortg., Inc., 2003 WY 102, ¶ 25 n.5, 75 P.3d 640, 651 n.5 (Wyo. 2003)
- Fowler v. Fowler, 933 P.2d 502, 504-05 (Wyo. 1997)
- Noland v. Haywood, 23 P.2d 845, 846 (Wyo. 1933)
- Davis v. Davis, 855 P.2d 342, 347 (Wyo. 1993)
- Butler v. McGee, 373 P.2d 595, 597 (Wyo. 1962)
- Rialto Theatre, Inc. v. Commonwealth Theatres, Inc., 714 P.2d 328, 334-35 (Wyo. 1986)
- Bereman v. Bereman, 645 P.2d 1155, 1160 (Wyo. 1982)
- Rocky Mountain Turbines, Inc. v. 660 Syndicate, Inc., 623 P.2d 758 (Wyo. 1981)
- Silver Dollar Motel, Inc. v. Taylor Elec. Co., 761 P.2d 1006, 1008-09 (Wyo. 1988)
- English v. Mitchell Cattle Co., 55 P. 310, 312 (Wyo. 1898)
- Cross v. Berg Lumber Co., 7 P.3d 922, 934 (Wyo. 2000)
- Roberts v. Roberts, 196 P.2d 361, 450-51 (Wyo. 1948)
- Symons v. Heaton, 2014 WY 4, ¶ 12, 316 P.3d 1171, 1176-77 (Wyo. 2014)
- Cargill, Inc. v. Stafford, 553 F.2d 1222, 1224-25 (10th Cir. 1977)
- State v. BHP Petroleum Co., Inc., 804 P.2d 671, 673 (Wyo. 1991)

- R.O. Corp. v. John H. Bell Iron Mountain Ranch Co., 781 P.2d 910, 912 (Wyo. 1989)
- Robinson v. Black, 2025 WY 25, ¶¶ 10, 13, 564 P.3d 1030, 1035-36 (Wyo. 2025)
- Statzer v. Statzer, 2022 WY 117, ¶¶ 13-18, 517 P.3d 574, 579-80 (Wyo. 2022)
- Elec. Wholesale Supply Co., Inc., 356 P.3d 261
- Jacoby v. Jacoby, 2004 WY 140, ¶ 12, 100 P.3d 852, 856 (Wyo. 2004)
- Wyo. Irr. Co. v. Yarnell, 223 P. 332, 332 (Wyo. 1924)
- Teton Peaks Inv. Co., LLC v. Ohme, 195 P.3d 1207, 1211 (Idaho 2008)

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