

BOISE, THURSDAY, NOVEMBER 12, 2009 AT 8:50 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

GENE FRANCIS STUART,)	
)	
Petitioner-Appellant,)	
)	Docket No. 34200
v.)	
)	
STATE OF IDAHO,)	
)	
Respondent.)	

Appeal from the District Court of the Second Judicial District of the State of Idaho, Clearwater County. Hon. Ron Schilling, District Judge.

Nevin, Benjamin, McKay & Bartlett, LLP, Boise, and Federal Defender Services of Idaho, Boise, for appellant.

Hon. Lawrence G. Wasden, Attorney General, Boise, for respondent.

Gene Frances Stuart appeals the district court’s judgment dismissing his fourth petition for post-conviction relief. Stuart was convicted in 1982 of the murder of three year-old Robert Miller and sentenced to death. The conviction was affirmed by the Idaho Supreme Court in 1985. During the trial, direct appeal, and his first petition for post-conviction relief, Stuart was represented by the same attorney, Robert E. Kinney. Kinney withdrew from representing Stuart in 1995, in the course of Stuart’s second petition for post-conviction relief and other counsel appointed.

Stuart, represented by still another set of attorneys, brought his fourth petition for post-conviction relief in December 2002, based on claims of ineffective assistance of counsel, prosecutorial misconduct, and failure to disclose mitigating information. The district court dismissed the petition on the basis that it was untimely according to Idaho Code Section 19-2719 which governs petitions for post-conviction relief in capital cases. Stuart argues that I.C. § 19-2719 is inapplicable as it would not retroactively apply to his case, it is an ex post facto law, it violates the Idaho Constitution’s separation of powers, it violates his equal protection and due process rights under the Idaho and U.S. Constitutions, it is an unconstitutional suspension of the right of habeas corpus, and it is unconstitutionally vague. He argues that if I.C. § 19-2719 does not apply, the district court erred in dismissing his petition without conducting an evidentiary hearing.

BOISE, THURSDAY, NOVEMBER 12, 2009 AT 10:00 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

IN THE MATTER OF THE)
HOSPITALIZATION OF B. L.)
-----)
BHC INTERMOUNTAIN HOSPITAL, INC.,)
)
Petitioner-Appellant,)
v.)
)
ADA COUNTY, a political subdivision of the)
State of Idaho)
)
Respondent.)

Docket No. 35904

Appeal from the District Court of the Fourth Judicial District of the State of Idaho, Ada County. Hon. D. Duff McKee, District Judge.

Moffatt, Thomas, Barrett, Rock & Fields, Chtd., Boise, for appellant.

Greg Bower, Ada County Prosecuting Attorney, Boise, for respondent.

This case involves the interpretation of Idaho Code § 66-327, which governs the responsibility for costs of commitment and care of patients in situations involving hospitalization of the mentally ill. Appellant BHC Intermountain Hospital appeals from the district court's order reversing the magistrate court's determination that Ada County was to pay \$7,593 for the involuntary treatment rendered to a patient in accordance with I.C. § 66-327. Ada County asserts, and the district court found, that the reference to Title 31, chapter 31, Idaho Code, in I.C. § 66-327 governs the determination of costs when the county is responsible for reimbursement. Thus, Ada County argues that it need only pay the Medicaid rate of reimbursement, which is 45 percent of the billed amount, or \$3417 in this case.

BOISE, THURSDAY, NOVEMBER 12, 2009 AT 11:10 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

SPOKANE STRUCTURES, INC., a)	
Washington Corporation,)	
)	
Plaintiff-Appellant,)	
v.)	Docket No. 35349-2008
)	
EQUITABLE INVESTMENT, LLC, a.k.a.)	
SYSTEMS TECHNOLOGIES, an Idaho)	
Limited Liability Company,)	
)	
Defendant-Respondent.)	

Appeal from the District Court of the First Judicial District of the State of Idaho, Kootenai County. Hon. John P. Luster, District Judge.

Wetzel, Wetzel, Bredeson & Holt, P.L.L.C., Coeur d'Alene, for Plaintiff-Appellant.

Paine Hamblen, LLP, Coeur d'Alene, for Defendant-Respondent.

This case is a contract dispute regarding the remodel of a commercial office building. Spokane Structures (Spokane) and Equitable Investment (Equitable) executed an agreement entitled "Design/Build Agreement" in September 2006. The agreement called for Spokane to design and construct an office and warehouse of approximately 7,950 square feet, following later agreement upon design plans and construction cost, which was not to exceed \$605,000. While negotiating the final building design and cost, Equitable chose to increase the office by an additional 5,000 square feet and made other design changes.

After Spokane submitted a final design in conformance with Equitable's requirements costing \$644,092, the parties discussed how to decrease the cost of the building. A condition of the design/build agreement was that if the owner could not obtain financing, Equitable would pay Spokane \$5,000 for the design plans. After choosing not to proceed with construction, Equitable tendered \$2,500 to Spokane, in addition to the initial \$2,500 retainer Equitable had paid.

Spokane appeals from summary judgment awarded to Equitable. The district court determined that the parties had an express contract that required the parties to work in good faith toward agreement upon a final design and construction cost. The district court reasoned that when the parties could not agree upon both the design and cost,

Equitable was entitled to walk away. Spokane asserts on appeal that the district court misinterpreted the original agreement to be only a design agreement and not also a construction agreement; or, in the alternative, the design/build agreement was not an enforceable contract and Equitable was liable in equity for Spokane's plans.