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JAMES L MORRISON V QUALITY PRODUCE EBOOKS 2019



Author: Supreme Court of Idaho No. 9860

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Plaintiff (appellant) as owner leased certain farm land in Elmore County to the partnership of Lehman and Garrison for theu003cbr /u003e crop year of 1964 for a cash rental of \$6,400.00. The tenants planted potatoes on approximately 110 acres of the leased land.u003cbr /u003e In October, 1964, the partners were sued in two actions filed by creditors, and the growing potato crop was attached in thoseu003cbr /u003e actions. In order to obtain the release of the crop for harvesting, the partners sold the crop to defendant (respondent) foru003cbr /u003e the price of \$2.00 per cwt. field run, less tare. The partnership obtained the release of one of the attachments by postingu003cbr /u003e a bond and the defendant advanced money on the contract for the sale of the potatoes to obtain release of the other attachment.u003cbr /u003e Three documents were executed in connection with the sale of the potato crop: one was a contract for the sale of the potatoesu003cbr /u003e by the partnership to the defendant; another was an assignment by the partnership to the plaintiff of the sum of \$6,225.00u003cbr /u003e of moneys to become due to the partnership on the purchase price of the potatoes, and authorizing and directing defendantu003cbr /u003e to pay that amount to the plaintiff; the third was a bill of sale executed by the partnership conveying the potatoes to theu003cbr /u003e plaintiff Morrison and the defendant Quality Produce, Inc. After the harvest and after deducting the advances made by it,u003cbr /u003e for the release of the attachment and for the cost of harvesting and transportation of the potatoes, and other incidentalu003cbr /u003e expenses, the defendant paid to the plaintiff the sum of \$725.00 as the balance due on the purchase price of the potatoes. In March, 1965, plaintiff brought this action in claim and delivery for the recovery of 2800 sacks of potatoes or the valueu003cbr /u003e thereof. Plaintiff alleged the potatoes claimed were of the value of \$8,000.00 and posted a \$16,000.00 bond for the deliveryu003cbr /u003e thereof. Pursuant to directions of plaintiff, the sheriff took possession of the potatoes by padlocking the several cellarsu003cbr /u003e in which the potatoes were stored and wherein they had been commingled with other potatoes by the defendant. Defendant didu003cbr /u003e not claim redelivery, but filed a counterclaim alleging ownership and right of possession of the potatoes and claimed damagesu003cbr /u003e for the wrongful taking thereof. The sheriff delivered approximately 2800 cwt. of potatoes from the cellars to the plaintiffu003cbr /u003e and released the remainder. While the sheriff was in possession a fire occurred in one of the cellars, causing some damageu003cbr /u003e to the potatoes therein.

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