

BOISE, MONDAY, JUNE 8, 2026 AT 10:00 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

**RYAN SCHUSTER and AARYN
SCHUSTER, husband and wife,**)

**Plaintiffs-Counterdefendants-
Appellants,**)

and)

**DAVID BARDIN and AMANDA LECAIRE,
husband and wife; CURT E. ARNSPIGER
and ROSANNE M. ARNSPIGER, husband
and wife, TODD DAVIDSON and
CATHERINE LEMAY, husband and wife;
DAVID BABANEZHAD; and CHRIS
TRAMMELL,**)

Plaintiffs-Counterdefendants,)

v.)

**BENJAMIN MILBRATH, an unmarried
man,**)

**Defendant-Counterclaimant-
Respondent,**)

and)

**HARRISON HEIGHTS CONDOMINIUM
ASSOCIATION, INC., an Idaho nonprofit
corporation,**)

Defendant.)

Docket No. 52545

Appeal from the District Court of the First Judicial District, State of Idaho, Bonner County. Susie Jensen, District Judge.

Stoel Rives LLP, Boise, and Hawley Troxell Ennis & Hawley LLP, Boise, for Appellants.

Siddoway Law Firm PLLC, Ashton, for Respondent Benjamin Milbrath.

In 2021, Ryan and Aaryn Schuster and Benjamin Milbrath entered into two purchase and sale agreements (PSAs), the terms of which required the Schusters to purchase from Milbrath two yet-to-be constructed condominium units for a base price of approximately \$850,000 each. The Schusters paid a \$121,500 deposit toward the total purchase cost. A dispute over the costs of finishing materials arose, and construction of the condominium units was never completed. The Schusters sued Milbrath for breach of contract and other causes of action, and Milbrath counterclaimed for declaratory and other relief.

Following a bench trial, the district court concluded that the PSAs were not valid, enforceable contracts, finding there was no meeting of the minds as to the material terms because “the PSAs in their entirety are too vague, indefinite, and uncertain to determine what the [Schusters] contracted to purchase, and what Milbrath contracted to construct.” The district court dismissed the Schusters’ complaint, granted Milbrath’s claim for a declaration that the PSAs are not valid and enforceable contracts, and awarded Milbrath his costs and attorney fees.

On appeal from the judgment, the Schusters argue that the district court erred in holding that the PSAs were not valid and enforceable and in denying their claim for specific performance. The Schusters contend that contrary to the district court’s determinations that the PSAs include the minimum material terms of a real estate sale contract and that the terms the court found lacking are not essential terms. In addition, the Schusters argue that the district court erred in requiring them to post an additional bond of \$195,000 to stay the entire judgment during their appeal and in awarding Milbrath his costs and attorney fees.