

IN THE SUPREME COURT OF THE STATE OF NEVADA

ZEE MARIE, INDIVIDUALLY; AND  
FREDERIC MOSS, INDIVIDUALLY,  
Appellants,  
vs.  
LINDA REESE,  
Respondent.

No. 43543

**FILED**

MAY 17 2006

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
DEPUTY CLERK

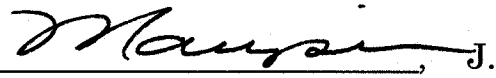
ORDER OF REVERSAL AND REMAND

This is an appeal from a district court summary judgment in a breach of contract action. Eighth Judicial District Court, Clark County; Kenneth C. Cory, Judge. Appellants Zee Marie and Frederic Moss purchased a dog, Bo, from respondent Linda Reese. Marie and Moss refused to neuter Bo as required by the terms of a purported settlement agreement. Reese sued, alleging breach of contract and requesting specific performance. Marie and Moss contend that the district court erred in granting Reese's motion for summary judgment because genuine issues of material fact remained regarding the existence of an original contract to neuter Bo and regarding whether Marie could bind her co-owner, Moss, to a separate settlement agreement. We agree that there remain issues of fact concerning whether the parties contracted to neuter a pet dog and

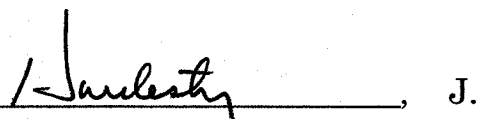
whether one appellant had authority to settle the dispute on behalf of the other.<sup>1</sup>

Accordingly, we

ORDER the judgment of the district court REVERSED AND REMAND this matter to the district court for proceedings consistent with this order.

  
\_\_\_\_\_, J.  
Maupin

  
\_\_\_\_\_, J.  
Gibbons

  
\_\_\_\_\_, J.  
Hardesty

cc: Hon. Kenneth C. Cory, District Judge  
Blalock & Qualey  
Bailus Cook & Kelesis  
Clark County Clerk

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<sup>1</sup>We review orders granting summary judgment de novo. Yeager v. Harrah's Club, Inc., 111 Nev. 830, 833, 897 P.2d 1093, 1094 (1995). Summary judgment is proper only if no genuine issue of material fact exists and the moving party is entitled to judgment as a matter of law. NRCP 56(c); see Wood v. Safeway, Inc., 121 Nev. \_\_\_\_, \_\_\_\_, 121 P.3d 1026, 1029 (2005).