

IN THE SUPREME COURT OF THE STATE OF NEVADA

DIANE SCHARDIJN,
Appellant,
vs.
FEBEJAIRE FLEUR,
Respondent.

No. 44256

FILED

MAY 26 2006

ORDER OF AFFIRMANCE

JANETTE M. BLOOM
CLERK OF SUPREME COURT
BY *J. Richards*
CHIEF DEPUTY CLERK

This is an appeal from a district court order granting summary judgment in a real property sales contract action. Eighth Judicial District Court, Clark County; Kenneth C. Cory, Judge.

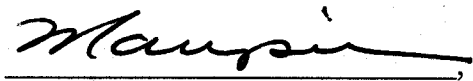
Diane Schardijn entered into a contract with Febejaire Fleur to purchase Fleur's home. However, Schardijn failed to provide Fleur with a loan approval within the specified time frame as the contract required. Consequently, Fleur cancelled the contract. Schardijn sought specific performance of the contract, which the district court denied. The parties are familiar with the facts and we do not recite them further, except as needed.

On appeal, Schardijn argues that the contract is ambiguous because (1) the contract was for a cash deal, but some contract provisions refer to a loan; (2) as construed by the district court, the loan approval provision renders the cash transaction provision meaningless; and (3) the loan approval provision only required that Schardijn use her best efforts to obtain the loan approval.

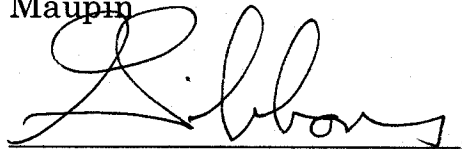
We disagree that the contract is ambiguous and, like the district court, determine that the contract is clear on its face. "[W]hen a contract is clear, unambiguous, and complete, its terms must be given

their plain meaning”¹ The loan approval provision required Schardijn to provide Fleur with a loan approval within the specified time frame. She did not do so. Therefore, we conclude that Schardijn breached the contract and Fleur was entitled to cancel the transaction. If Schardijn intended to finance the transaction without an institutional loan, she could have deleted the loan approval provision when her real estate agent created the contract.²

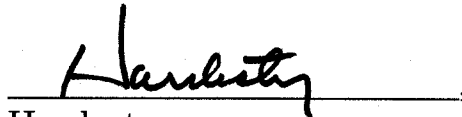
Accordingly, we ORDER the judgment of the district court AFFIRMED.

 J.

Maupin

 J.

Gibbons

 J.

Hardesty

cc: Hon. Kenneth C. Cory, District Judge
Lester H. Berkson, Settlement Judge
Law Offices of Darrell Lincoln Clark
Marquis & Aurbach
Clark County Clerk

¹Ringle v. Bruton, 120 Nev. 82, 93, 86 P.3d 1032, 1039 (2004).

²We also construe ambiguous contracts against their maker. Humphrey v. Knobel, 78 Nev. 137, 145, 369 P.2d 872, 876 (1962). Thus, to the extent that the contract may be viewed as ambiguous, we should construe the contract against Schardjin.