

IN THE SUPREME COURT OF THE STATE OF NEVADA

TRU-WEST DEVELOPMENT, INC.,
Appellant,
vs.
SHARPE INVESTMENTS, INC.; AND
JOE MURPHY,
Respondents.

No. 47097

JOE MURPHY,
Appellant,
vs.
TRU-WEST DEVELOPMENT, INC.;
AND SHARPE INVESTMENTS, INC.,
Respondents.

No. 46004

FILED

DEC 04 2007

JANETTE M. BLOOM
CLERK OF SUPREME COURT

BY *J. Bloom*
DEPUTY CLERK

ORDER OF AFFIRMANCE

These are consolidated appeals from a district court judgment entered after a bench trial and a post-judgment order denying specific performance in a land purchase contract action. Eighth Judicial District Court, Clark County; Kenneth C. Cory, Judge.

The parties are familiar with the facts, and we do not recount them except as pertinent to our disposition.

“On appeal, this court will not disturb a district court’s findings of fact if they are supported by substantial evidence.”¹ Substantial evidence is “that which ‘a reasonable mind might accept as

¹Keife v. Logan, 119 Nev. 372, 374, 75 P.3d 357, 359 (2003).

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adequate to support a conclusion.”² “However, the district court’s conclusions of law are reviewed de novo.”³

Having reviewed the record and the parties’ arguments in these consolidated appeals, we conclude that the district court did not err in refusing to award specific performance to appellant/cross-respondent Tru-West Development, Inc. (Docket No. 47097).⁴ In reaching our decision, we conclude that there is substantial evidence in the record to support the district court’s findings that the terms of the counteroffer were not definite and certain and that the parties’ intentions could not be sufficiently ascertained.⁵ Consequently, we affirm the district court’s decision in favor of respondent Sharpe Investments, Inc. and respondent/cross-appellant Joe Murphy.

As to whether the district court erred in denying Murphy’s motion to enforce the district court’s judgment, we conclude that the district court did not err in denying Murphy’s motion (Docket No. 48004);

²Construction Indus. v. Chalue, 119 Nev. 348, 352, 74 P.3d 595, 597 (2003) (quoting Richardson v. Perales, 402 U.S. 389, 401 (1971)).

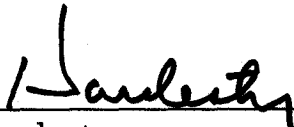
³Keife, 119 Nev. at 374, 75 P.3d at 359.

⁴See id.; Carcione v. Clark, 96 Nev. 808, 811, 618 P.2d 346, 348 (1980) (holding that “[s]pecific performance is available when the terms of the contract are definite and certain, the remedy at law is inadequate, the plaintiff has tendered performance, and the court is willing to order it” (internal citations omitted)).

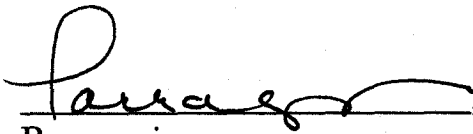
⁵See Keife, 119 Nev. at 374, 75 P.3d at 359; Dodge Bros., Inc. v. Williams Estate Co., 52 Nev. 364, 370-71, 287 P. 282, 283-84 (1930) (holding that a contract should be carried into effect unless the intentions of the parties are so uncertain that they cannot be sufficiently determined).

there is substantial evidence in the record to support the district court's findings, which lead the district court to conclude that specific performance was not appropriate.⁶ Consequently, we affirm the district court's post-judgment order denying specific performance. Accordingly, we

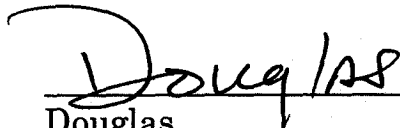
ORDER the judgments of the district court AFFIRMED.



Hardesty J.



Parraguirre J.



Douglas J.

cc: Hon. Kenneth C. Cory, District Judge
William F. Buchanan, Settlement Judge
John Peter Lee Ltd.
Kummer Kaempfer Bonner Renshaw & Ferrario/Las Vegas
Christopher R. Grobl
Eighth District Court Clerk

⁶See Keife, 119 Nev. at 374, 75 P.3d at 359; NRS 30.100 (“Further relief based on a declaratory judgment or decree may be granted whenever necessary or proper.”) (Emphasis added.)