


IN THE SUPREME COURT OF THE STATE OF NEVADA

WILLIAM J. WILKINS,
Appellant,
vs.
RAY GOOLSBY AND LORI CURTIS,
Respondents.

No. 50572

FILED

JAN 09 2009

TRACIE A. LINDEMAN
CLERK OF SUPREME COURT
BY 
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is a proper person appeal from a district court judgment entered after a bench trial in a real property contract action. First Judicial District Court, Carson City; William A. Maddox, Judge.

This matter concerns respondents Ray Goolsby's and Lori Curtis's agreement with appellant William J. Wilkins to lease his property. The agreement included an option for respondents to purchase Wilkins' property. Following appellant's alleged attempts to terminate the lease-option-to-purchase agreement, respondents instituted the underlying action, essentially seeking a declaratory judgment that the parties' agreement was valid and enforceable. During the underlying proceedings, the district court entered several interlocutory orders, one of which granted appellant's counsel's motion to adjudicate his attorney's lien. After conducting a bench trial, the court entered a final judgment concluding that the parties' agreement was valid. This appeal followed.

Appellant primarily challenges the district court's conclusion that the parties' lease-option-to-purchase agreement is valid and its adjudication of his counsel's attorney's lien. On appeal, we give deference to the district court's factual findings so long as they are not clearly erroneous and are supported by substantial evidence, see Goodrich & Pennington v. J.R. Woolard, 120 Nev. 777, 782, 101 P.3d 792, 795 (2004),

which has been defined as evidence that “a reasonable mind might accept as adequate to support a conclusion.” First Interstate Bank v. Jafbros Auto Body, 106 Nev. 54, 56, 787 P.2d 765, 767 (1990) (internal quotation marks omitted), superseded on other grounds by statute as stated in Countrywide Home Loans v. Thitchener, 124 Nev. ___, ___, 192 P.3d 243, 255 (2008). While the question whether a contract exists is a factual one, to which we defer to the district court’s findings, May v. Anderson, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005), matters of contract interpretation are questions of law, which we review de novo. Whitemaine v. Aniskovich, 124 Nev. ___, ___, 183 P.3d 137, 141 (2008).

Having reviewed the record,¹ appellant’s appeal statement and respondents’ response, we conclude that substantial evidence supports the district court’s conclusion that the parties’ agreement is valid. In particular, the purported breaches by respondents that appellant relies on to support terminating the agreement were not material breaches, but merely remedial breaches insufficient to invalidate the parties’ contract. See American Fence, Inc. v. Wham, 95 Nev. 788, 792, 603 P.2d 274, 277 (1979) (recognizing the inequity of terminating an agreement based on

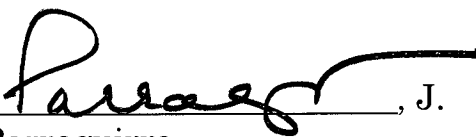
¹Although appellant filed a request for transcripts of several district court hearings, no transcripts were filed, as appellant failed to follow the instructions sent to him for ensuring that requested transcripts are prepared and filed in this court. See ADKT No. 385, Exhibit C (Civil Proper Person Transcript Request Form, June 10, 2005); see also ADKT No. 385 (Order Extending Pilot Program for Civil Proper Person Appeals, May 10, 2006) (extending the pilot program for civil appeals, which was scheduled to conclude on June 13, 2006, until further order of this court). Thus, the only transcript we reviewed was of the April 20, 2005, hearing, which was included in the record. Regardless, review of the other transcripts was not necessary for our disposition of this appeal.


technical or remedial breaches); Restatement (Second) of Contracts § 241 (1981) (listing the circumstances significant in determining the materiality of a party's contractual breach, including "the likelihood that the party failing to perform . . . will cure his failure").

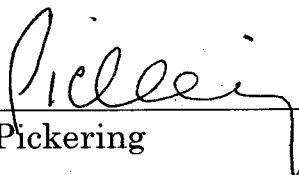
As for the attorney lien issue, we review attorney lien adjudications under an abuse of discretion standard. See Sarman v. Goldwater, Taber and Hill, 80 Nev. 536, 542, 396 P.2d 847, 850 (1964). On appeal, appellant appears to contend that the district court abused its discretion in adjudicating the lien because he never received a copy of respondents' proposed order and the district court failed to hold a hearing on the matter. But the record demonstrates that appellant was served with notice of the attorney's lien, the motion to adjudicate the attorney's lien, and the motion requesting to submit the motion to adjudicate the attorney's lien for decision without oral argument, and that appellant failed to respond to those motions. Given that record evidence, the district court did not abuse its discretion in adjudicating the lien.

Accordingly, we

ORDER the judgment of the district court AFFIRMED.²


_____, J.
Parraguirre


_____, J.
Douglas


_____, J.
Pickering

²Having considered all of the issues raised by appellant, we conclude that his other arguments lack merit and thus do not warrant reversal of the district court's judgment.

cc: Hon. William A. Maddox, District Judge
William J. Wilkins
Robert A. Grayson
Carson City Clerk