

IN THE SUPREME COURT OF THE STATE OF NEVADA

MICHAEL LANGTON AND LARRY YENKO,

No. 35904

Appellants,

vs.

PAUL DEHART,

Respondent.

FILED

SEP 10 2001

JANETTE M. BLOOM
CLERK OF SUPREME COURT

BY *[Signature]*
CHIEF DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from two district court orders denying two separate motions for change of venue from Clark County to Washoe County by both Michael Langton and Larry Yenke, defendants in a civil action. The action was filed in Clark County and included claims for breach of contract, various torts and fraud arising out of a joint venture agreement. The agreement involved development of property in Clark County and contained the following provision:

All successors in interest, Affiliates, or controlled persons or entities of the Partners named herein hereby consent to jurisdiction under the laws of the State of Nevada and the courts of Clark County, Nevada.

Langton and Yenke were apparently permanent residents of Washoe County and executed the agreement in Washoe County; however, the district court denied the motions for change of venue to Washoe County without comment. We conclude that the district court did not abuse its discretion, and we affirm the district court orders.

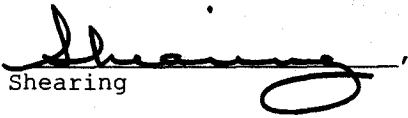
NRS 13.010(1) provides in relevant part as follows:

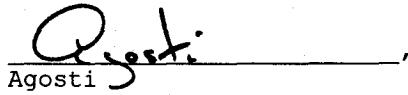
When a person has contracted to perform an obligation at a particular place, and resides in another county, the action must be commenced, and, . . . must be tried in the county in which such obligation is to be performed or in which

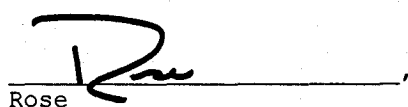
he resides; and the county in which the obligation is incurred shall be deemed to be the county in which it is to be performed, unless there is a special contract to the contrary.

Since the agreement is for development of real property in Clark County, performance of the contract was to occur in Clark County. Furthermore, the parties specifically agreed in their joint venture agreement to "jurisdiction" in the courts of Clark County. Appellants argue that only their successors in interest are bound by that provision. We disagree. We conclude that the parties made a special contract which made Clark County a proper venue, regardless of appellants' legal residence.

Accordingly, we AFFIRM the orders of the district court and deny respondent's request for attorney fees and costs.


Shearing J.


Agosti J.


Rose J.

cc: Hon. Mark R. Denton, District Judge
George R. Carter
Gage & Gage, LLP
Mark L. Sturdivant
Lawrence J. Yenke
Clark County Clerk