

IN THE SUPREME COURT OF THE STATE OF NEVADA

ROBERT SADDORIS,
Appellant,
vs.
MARJORIE REILLEY,
Respondent.

No. 37498

FILED

JUL 09 2002

JANETTE M. BLOOM
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from an order granting summary judgment to Marjorie Reilley. Saddoris was injured after a third party, working on Reilley's property, mistakenly attached a nail gun to an oxygen tank instead of an air compressor. Because Saddoris was not Reilley's employee, we conclude that Reilley was not required to provide industrial insurance coverage. We also conclude that Reilley is not liable as a landowner because no dangerous condition existed on her property. We therefore affirm the district court's order.

Saddoris first argues that he was Reilley's employee,¹ entitled to industrial insurance coverage. However, there is no evidence in the record indicating that an employment contract existed between the two parties. Jim Saville, Saddoris' brother-in-law, arguably had a contract

¹See NRS 616A.105, which states in pertinent part: "Employee' and 'workman' are used interchangeably in chapters 616A to 616D, inclusive, of NRS and mean every person in the service of an employer under any appointment or contract of hire or apprenticeship, express or implied, oral or written"

with Reilley involving Saville' services. However, there is no evidence Reilley agreed to hire Sadoris. Instead, Saville indicated he independently asked Sadoris to help him, and Saville indicated he never communicated he was "hiring" others to assist him. Finally, the discussions between Saville and Keith Mikaelson, Reilley's boyfriend, are insufficient to establish a contract between Sadoris and Reilley.

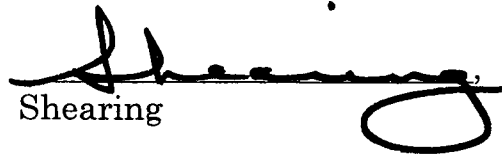
An individual's subjective expectations cannot create an employment contract.² Sadoris, therefore, was not an employee of Reilley as defined by statute.

We also conclude that Reilley is not liable as a landowner because the unforeseeable negligence of third party Mikaelson, rather than a dangerous condition on her land, caused Sadoris's injury.

Finally, as explained above, Sadoris was not an independent contractor because no employment contract existed between him and Reilley. Thus, the Restatement (Second) of Torts sections upon which Sadoris relies are inapplicable to this case. We have carefully considered Sadoris's remaining arguments and conclude that they lack merit. We therefore

²See Vancheri v. GNLV Corp., 105 Nev. 417, 421, 777 P.2d 366, 369 (1989).

ORDER the district court's order granting summary judgment to Reilley AFFIRMED.

 J.
Shearing

 J.
Rose

 J.
Becker

cc: Hon. Janet J. Berry, District Judge
Richard F. Cornell
Lemons Grundy & Eisenberg
Washoe District Court Clerk