

IN THE SUPREME COURT OF THE STATE OF NEVADA

FRONTIER INSURANCE COMPANY, A  
CALIFORNIA CORPORATION,  
Appellant,  
vs.  
EMERALD TRUST UTD 8/12/92; BRIAN  
DAVID INGRAM, INDIVIDUALLY;  
BRIAN DAVID INGRAM D/B/A  
SUNSET DESIGNS ARCHITECTURAL  
LANDSCAPES; AND DOAN ELECTRIC,  
INC.,  
Respondents.

No. 38366

**FILED**

MAY 10 2002

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

ORDER DISMISSING APPEAL

This is an appeal from a July 11, 2001 order granting partial summary judgment in a civil lawsuit.<sup>1</sup> Respondent Emerald Trust has filed a motion to dismiss this appeal for lack of jurisdiction. Appellant Frontier Insurance Company has filed an opposition.

In its motion, respondent Emerald Trust contends that the district court has not entered a final written judgment adjudicating all the

---

<sup>1</sup>In its notice of appeal, Frontier Insurance Company also purports to appeal from "the [o]rder denying [m]otion for [r]econsideration, or in the alternative, to [a]mend the [j]udgment entered August 16, 2001." Our review of the documents before this court, including the documents submitted to this court pursuant to NRAP 3(e), reveals no formal written order was entered by the district court on August 16, 2001. Rather we have before us a minute order dated August 16, 2001. Appellant Frontier Insurance Company admits in its opposition to Emerald Trust's motion to dismiss that "[n]o order has [] been entered with respect to the August 16, 2001 ruling." Frontier Insurance Company's attempted appeal from the minute order is of no effect. No appeal may be taken from a minute order. See Rust v. Clark Cty. School District, 103 Nev. 686, 747 P.2d 1380 (1987).

rights and liabilities of all the parties.<sup>2</sup> Emerald Trust also asserts that the July 11, 2001 order has not been certified pursuant to NRCP 54(b).

In its opposition, appellant Frontier Insurance Company asserts that "the practical aspect of the judgment made it final despite the absence of an NRCP 54(b) certification." We disagree.

This court has jurisdiction to consider an appeal only when the appeal is authorized by statute or court rule.<sup>3</sup> Appellant has failed to direct our attention to any persuasive authority authorizing an appeal from an interlocutory order granting partial summary judgment.<sup>4</sup> Furthermore, as noted by respondent Emerald Trust, the July 11, 2001

---

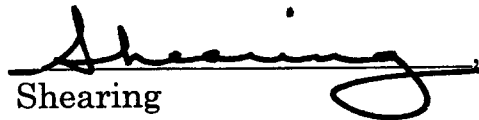
<sup>2</sup>See Lee v. GNLV Corp., 116 Nev. 424, 426, 996 P.2d 416, 417 (2000) (explaining that "a final written judgment is one that disposes of all the issues presented in the case, and leaves nothing for the future consideration of the court, except for post-judgment issues"); KDI Sylvan Pools v. Workman, 107 Nev. 340, 810 P.2d 1217 (1991).

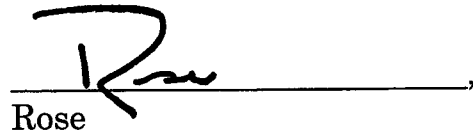
<sup>3</sup>See Taylor Constr. Co. v. Hilton Hotels, 100 Nev. 207, 678 P.2d 1152 (1984).

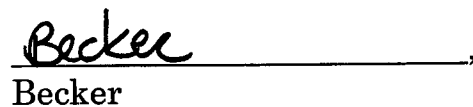
<sup>4</sup>See Moran v. Bonneville Square Assocs., 117 Nev. \_\_\_, \_\_\_, 25 P.3d 898, 899 (2001) (stating that "the burden rests squarely upon the shoulders of a party seeking to invoke our jurisdiction to establish, to our satisfaction, that this court does in fact have [appellate] jurisdiction"). Respondent Emerald Trust asserts that appellant's contention, within the civil docketing statement, that NRS 155.190(10) provides statutory authority for this appeal, is misplaced. Appellant Frontier Insurance Company, in its opposition to the motion to dismiss, has not contested respondent's assertion that appellate jurisdiction cannot be predicated upon NRS 155.190(10). Furthermore, contrary to appellant's assertion, Love v. Love, 114 Nev. 572, 959 P.2d 523 (1998), is not persuasive authority on the issue of appellate jurisdiction.

order has not been certified pursuant to NRCP 54(b).<sup>5</sup> Accordingly, we grant the motion and dismiss this appeal for lack of jurisdiction.<sup>6</sup>

It is so ORDERED.

 J.  
Shearing

 J.  
Rose

 J.  
Becker

cc: Hon. Mark R. Denton, District Judge  
Alverson Taylor Mortensen Nelson & Sanders  
Berkley, Gordon, Levine, Goldstein & Garfinkel  
Merritt Law Offices  
Springel & Fink  
Clark County Clerk

---

<sup>5</sup>We draw no conclusion as to whether or not the order could be properly certified pursuant to NRCP 54(b). See Mallin v. Farmers Insurance Exchange, 106 Nev. 606, 797 P.2d 978 (1990); Hallicrafters Co. v. Moore, 102 Nev. 526, 728 P.2d 441 (1986).

<sup>6</sup>Having determined that we lack jurisdiction, we deny appellant Frontier Insurance Company's motion for a stay. In addition, we deny respondent Emerald Trust's request for attorney fees for having to bring the motion to dismiss.