

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

ANDREW WRIGHT,
Appellant,
vs.
BLAKE STRATTON,
Respondent.

No. 88951-COA

FILED

MAY 13 2026

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

ORDER OF AFFIRMANCE

Andrew Wright appeals from a final judgment following a bench trial. Eighth Judicial District Court, Clark County; Anna C. Albertson, Judge.

In 2009, Wright and respondent Blake Stratton signed a four-year lease wherein Wright leased Stratton 12 acres of land located in Moapa, Nevada. Relevant here, the lease required Stratton to pay the yearly property taxes and the power bill related to farming costs and install an "irrigation system." To prepare the land to farm alfalfa, and as required by the lease agreement, Stratton improved the well, installed a new water pump, replaced irrigation piping that ran along the land, and installed various risers and a shut off valve. Stratton additionally purchased a wheel-line, which could attach to the underground components of the irrigation system and was used to irrigate the land.

Although the written lease expired in 2013, Stratton remained on the land farming alfalfa until October 2020. The parties agree that in 2019, Wright ordered Stratton to leave but took no steps to remove Stratton

from the property until January 2020. Ultimately, in August 2020, Wright filed a complaint in the underlying proceeding asserting various contract, trespass, and eviction-related claims and alleging that Stratton violated the 2009 lease agreement by failing to leave the land, that Stratton was unjustly enriched by remaining on the land, and that Stratton engaged in trespass by remaining on the land. Ultimately, in a separate district court proceeding, Stratton was ordered to leave the property on October 25, 2020.

Meanwhile, in the present action, Stratton filed a motion for summary judgment on all claims, generally asserting that Wright provided him oral permission to remain on the land so long as he paid the yearly taxes and that he was not unjustly enriched because he paid the taxes for the property. Wright filed an opposition and his own countermotion wherein he requested the court dismiss his contractual claims and eviction related claims as moot. However, Wright requested summary judgment on his trespass and unjust enrichment claims, arguing that without an enforceable written lease, Stratton committed trespass and that had Stratton not remained on the land, Wright could have grown hemp. Ultimately, the district court granted summary judgment in part, finding Stratton was entitled to summary judgment on Wright's contractual claims, eviction related claims, and trespass claim. However, the court denied summary judgment as to Wright's unjust enrichment claim. In granting summary judgment on Wright's trespass claim, the court found that the parties' conduct demonstrated that Wright impliedly granted Stratton permission to remain on the property and their conduct demonstrated an implied-in-fact contract that resulted in a holdover tenancy.

Following summary judgment, Wright filed an amended complaint that asserted claims for trespass, conversion, quantum meruit,

and unjust enrichment, which was the claim that survived summary judgment. To support the new claims, Wright alleged Stratton entered the property after October 25, 2020; impermissibly removed the wheel-line from the property; and that Wright was entitled to the fair market value of the land between 2013 and 2020. The parties then proceeded to a bench trial. Following trial, the district court entered final judgment in Stratton's favor on all claims.¹ This appeal follows.

Wright first challenges the district court's order granting summary judgment in part, arguing the district court made contradictory findings by dismissing his contractual claims despite finding there was an implied-in-fact contract. Further, Wright maintains that there was no evidence demonstrating Stratton had implicit permission to remain on the property after 2013 and thus he was entitled to damages on the trespass claim. In response, Stratton argues the court must affirm the judgment because Wright failed to provide relevant record citations as required by NRAP 28(e)(1), Wright failed to identify which claims he was challenging on appeal, and Wright's claims lacked evidentiary support.

We conclude the district court did not err by granting summary judgment on Wright's contract claims because Wright repeatedly urged the court to dismiss his claims as moot. Notably, in Wright's opposition to Stratton's motion for summary judgment, and in his own motion for summary judgment, Wright repeatedly requested the court dismiss his contractual claims. Wright cannot now claim that the court erred by

¹The district court subsequently entered an order clarifying its final judgment stating that the final judgment was intended to enter judgment in Stratton's favor on all of Wright's claims.

accepting his request and granting summary judgment on those claims. See *Pearson v. Pearson*, 110 Nev. 293, 297, 871 P.2d 343, 345 (1994) (“[A] party will not be heard to complain on appeal of errors which he himself induced.” (internal quotation marks omitted)). Accordingly, we affirm the district court’s order granting summary judgment on Wright’s contract claims.²

Wright further asserts the district court erred by granting summary judgment on his trespass claim because there was no evidence demonstrating Stratton had implied permission to remain on the property. Further, Wright maintains the court recognized its error by allowing him to amend the complaint. Stratton again notes Wright did not support his argument with any citation to the record and the court’s decision to allow an amended complaint is irrelevant to its summary judgment determination.

We conclude the district court did not abuse its discretion by granting summary judgment on the trespass claim. We note that Wright failed to provide any record citation supporting his argument and further fails to acknowledge his own sworn testimony before the Moapa Justice Court. Notably, the undisputed evidence demonstrates that Wright testified, under oath, he permitted Stratton to remain on the land following

²Wright appears to suggest that once the district court concluded there was an implied-in-fact contract that gave Stratton implied permission to remain on the land, it should have allowed his contract claims to continue. However, we note Wright’s contractual claims were premised on the 2009 lease agreement, which, as discussed above, Wright asserted was moot and could not support any claims for relief. In contrast, the court used an implied-in-fact contract analysis to find Stratton was a holdover tenant and thus did not trespass after the 2009 lease expired. Thus, to the extent Wright suggests the court’s order is contradictory, we conclude this argument fails.

the expiration of the lease because he liked him and was not using the land. Wright further admitted he took no action to remove Stratton until January 2020. Wright's uncontroverted admissions are fatal to his trespass claim. *See Lied v. Clark Cnty.*, 94 Nev. 275, 279, 579 P.2d 171, 173-74 (1978) (holding a trespass claim requires that a plaintiff demonstrate the defendant invaded the property). Further, Wright failed to address the district court's finding in its clarification order, which explained that the court found Stratton was a holdover tenant and the holdover tenancy renewed periodically; thus, we conclude he waived the ability to do so. *See* NRS 40.260; *see also Powell v. Liberty Mut. Fire Ins. Co.*, 127 Nev. 156, 161 n.3, 252 P.3d 668, 672 n.3 (2011) (holding arguments not raised in the appellant's opening brief are deemed forfeited). Accordingly, we affirm the district court's order granting summary judgment on the trespass claim.

Turning now to Wright's challenge to the district court's final judgment, we affirm the judgment of the district court. "Following a bench trial, we review the district court's legal conclusions de novo and uphold its factual findings so long as they are not clearly erroneous and are supported by substantial evidence." *Vegas United Inv. Series 105, Inc. v. Celtic Bank Corp.*, 135 Nev. 456, 458-59, 453 P.3d 1229, 1231 (2019).

Wright contends he is entitled to a new trial because the district court failed to adjudicate the claims actually before it. Wright argues that despite asserting claims for trespass, conversion, quantum meruit, and unjust enrichment, the district court only adjudicated a claim for declaratory relief and thus a new trial is warranted. Stratton contends the district court's factual findings demonstrate it implicitly considered all Wright's claims and rejected them.

This court may imply findings when the evidence clearly supports the judgment, and the district court has not made express findings. *Iama Corp v. Wham*, 99 Nev. 730, 734, 669 P.2d 1076, 1078 (1983). If the record does not clearly support the judgment, however, this court will not imply findings and will remand the case for the district court to enter findings of fact. *Com. Cabinet Co., Inc. v. Mort Wallin of Lake Tahoe, Inc.*, 103 Nev. 238, 240, 737 P.2d 515, 517 (1987). Having reviewed the district court's order, we conclude it implicitly considered, and rejected, all Wright's claims.

Contrary to Wright's assertion, the district court's order explicitly adjudicated not only a declaratory relief claim, but expressly considered his unjust enrichment claim before concluding he was not entitled to "any additional money from Defendant under a claim of unjust enrichment or any other claim based on the evidence presented." (Emphasis added.) And the district court's factual findings support the denial of Wright's remaining claims. For example, although the district court did not expressly analyze whether Stratton committed trespass, the court did find that Stratton vacated the property in October 2020 and that Wright was not entitled to damages on any of his claims based upon the evidence presented. Similarly, while the district court analyzed a declaratory relief claim rather than a conversion claim, it framed the declaratory relief claim as adjudicating who was the owner of the wheel-line. Specifically, the court framed its analysis as determining whether the wheel-line belonged to Wright pursuant to the terms of the lease agreement before concluding the evidence did not support such a finding. Finally, the district court appears to have analyzed the quantum enrichment claim as part of its analysis of the unjust enrichment claim. In particular, the district court analyzed a

“quasi contract” claim as part of its unjust enrichment analysis before finding there was no reliable testimony offered at trial demonstrating the use of the property was worth anything more than the taxes. These findings are sufficient for this court to imply the district court considered, and rejected, the quantum meruit claim. *See Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev. 371, 379-81, 283 P.3d 250, 255-57 (2012) (discussing that the two uses for quantum meruit are either through a theory of implied contract wherein the party is entitled to the reasonable value of services rendered or as determining the appropriate restitution for an unjust enrichment claim). Accordingly, we conclude the district court implicitly considered, and adjudicated, all of Wright’s claims.

Wright next argues the district court erred in concluding the term “irrigation system” in the lease did not include the wheel-line. Wright argues that “irrigation system” is unambiguous and that it means “an entire and complete irrigation system” including the wheel-line. Further, Wright contends that to the extent “irrigation system” is ambiguous, the ambiguity should be construed against Stratton as the drafter. Stratton concedes the term “irrigation system” was not a “crystal-clear mandate” nor was it defined in the lease. However, Stratton contends any ambiguity would not be held against him as the drafter. Further, Stratton argues that “irrigation system” did not include a wheel-line because a wheel-line constitutes equipment, like a tractor or plow.

Whether a contract is ambiguous presents a question of law we review de novo. *Galardi v. Naples Polaris, LLC*, 129 Nev. 306, 309, 301 P.3d 364, 366 (2013). “A contract is ambiguous if its terms may reasonably be interpreted in more than one way.” *Id.* Here, we conclude that “irrigation system,” is ambiguous because it is subject to two reasonable

interpretations, as demonstrated by the parties' arguments. Notably, Wright maintained the term "irrigation system" included all of the underground components as well as the wheel-line, which makes it easier to irrigate the field. Stratton testified at trial that "irrigation system" referred to the underground components and risers but did not include the wheel-line because the installed system could irrigate the field without the wheel-line through flood irrigation. Although the term is ambiguous, we conclude the district court properly resolved the ambiguity without construing it against Stratton based on evidence of the parties' intent. See *Mizrachi v. Mizrachi*, 132 Nev. 666, 678 n.13, 385 P.3d 982, 990 n.13 (Ct. App. 2016) (concluding that even though the contract was ambiguous it may be unnecessary to hold the ambiguity against the drafter once the district court heard evidence regarding the parties' intent). Indeed, as discussed below, substantial evidence demonstrates the parties did not intend for the wheel-line to be included in the "irrigation system" as described in the lease.

When interpreting an ambiguous contract, the court must "examine the circumstances surrounding the parties' agreement in order to determine the mutual intentions of the parties." *Hilton Hotels v. Butch Lewis Prods., Inc.*, 107 Nev. 226, 231, 808 P.2d 919, 921 (1991). And while this court reviews the construction of a contract de novo, it nevertheless owes deference to the court's findings of fact so long as they are supported by substantial evidence. *Sheehan & Sheehan v. Nelson Malley and Co.*, 121 Nev. 481, 486, 117 P.3d 219, 223 (2005). Here, the district court found that the evidence presented at trial did not support Wright's argument that the parties intended for the wheel-line to be included in the irrigation system, and such a finding is supported by substantial evidence. Notably, Wright testified at the time he signed the lease agreement he believed that Stratton

was going to graze cattle and would grow grass, not alfalfa. And Wright additionally testified that he had previously grown grass to graze cattle on the property without a wheel-line. Further, Stratton testified that the irrigation system was fully functional even without a wheel-line and that he purchased the wheel-line separately from the irrigation system. Finally, when the district court questioned Wright as to why he believed the irrigation system in the lease included a wheel-line when he believed Stratton would only grow grass, Wright replied that "I just wanted it myself" and he did not care if Stratton used the wheel-line while leasing the land. Accordingly, we conclude substantial evidence supports the district court's finding that the term "irrigation system" in the lease did not include the wheel-line.

Finally, Wright argues he was entitled to judgment in his favor on the quantum meruit, trespass and conversion claims. Having reviewed the record, we conclude substantial evidence supports the judgment in favor of Stratton on these claims. *Vegas United Inv. Servs. 105, Inc.*, 135 Nev. at 458-59, 453 P.3d at 1231 (explaining that this court will affirm a district court's factual findings when they are supported by substantial evidence). With respect to his quantum meruit claim, Wright contends the district court's conclusion that the payment of the taxes reflected the fair market value of use of the land was "absurd" and that he was entitled to \$20,000 per acre per year. Again, Wright provides no record citation identifying any trial evidence supporting his assertion. *See* NRAP 28(e)(1). To the contrary, a review of the trial transcript reveals that Wright himself never testified

his land was worth approximately \$20,000 per acre per year³ and that Wright's daughter admitted they had attempted to grow hemp on the land, but they were unsuccessful. And because Wright admittedly allowed Stratton to remain on the property for seven years, while accepting payment for the taxes, we conclude substantial evidence supports the district court's quantum meruit findings.⁴

As to his trespass claim, Wright likewise argues that following Stratton's removal from the land, he diverted water from Stratton's land for use on neighboring property and continued to enter the land without Wright's permission. However, a review of the trial transcript demonstrates substantial evidence supports the district court's implied conclusion that no trespass occurred. Although Wright testified that he confronted Stratton on his land and placed no trespassing signs, this occurred in January 2020 and pursuant to the amended complaint, Wright's trespass claim was limited to actions occurring after October 25, 2020. Again, Wright does not provide any record citation identifying any trial evidence supporting his claim that Stratton trespassed on the property after October 25, 2020. NRAP 28(e)(1). Instead, our review of the trial transcript reveals Wright testified he had no reason to believe Stratton used his water to irrigate neighboring land since his removal on October 25, 2020. And

³As Stratton correctly notes in his answering brief, it appears this \$20,000 per acre valuation was included in Wright's declaration filed in support of his motion for summary judgment and that there was no admissible evidence at trial as to the value of the property if hemp had been successfully grown.


⁴For the reasons discussed above, we conclude substantial evidence supports the district court's finding that the wheel-line belonged to Stratton and thus Stratton did not commit conversion by removing the wheel-line.

Stratton testified that he has not returned to the land after October 25, 2020. Thus, substantial evidence supports the district court's implied finding that Stratton did not trespass on the land.⁵

Accordingly, we

ORDER the judgment of the district court AFFIRMED.


_____, C.J.
Bulla


_____, J.
Gibbons


_____, J.
Westbrook

cc: Hon. Anna C. Albertson, District Judge
Persi J. Mishel, Settlement Judge
Cory Reade Dows & Shafer
Justice Law Center
Eighth District Court Clerk

⁵Insofar as Wright raises additional arguments we have considered them and conclude they lack merit.