

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

JOHN WESLEY CRONIN A/K/A JOHN
C. WESLEY, AN INDIVIDUAL,

Appellant,

vs.

LYNN ELLEN WESLEY-CRONIN,
A/K/A LYNN SUMNER, AN
INDIVIDUAL; DARRELL SUMNER, AN
INDIVIDUAL; JONATHAN J.

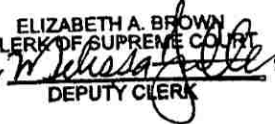
ABARABAR, AN INDIVIDUAL; AND
SILVER VALLEY LAND
MANAGEMENT COMPANY, INC., A
NEVADA CORPORATION,

Respondents.

No. 88887-COA

FILED

MAY 22 2026

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY 
DEPUTY CLERK

ORDER OF AFFIRMANCE

John Wesley Cronin appeals from a final order following a bench trial and a post-judgment order denying a motion for a new trial. Fifth Judicial District Court, Nye County; Kimberly A. Wanker, Judge.

Wesley Cronin and respondent Lynn Ellen Wesley-Cronin (a.k.a. Lynn Sumner; hereinafter Sumner) were married in 1988. Around October 2002, they incorporated Silver Valley Land Management Company, Inc., (SVLM) for the sole purpose of purchasing and holding real property located at 3821 West Basin Avenue, Pahrump, Nevada (the subject real property). On October 22, 2002, SVLM purchased the subject property. Notably, only Sumner signed the purchase agreement—as “President of SVLM”—and the earnest money for the purchase of the property was paid by Sumner from her personal bank account.

When SVLM filed its articles of incorporation roughly two weeks after it purchased the property, the document listed Wesley Cronin as the corporation’s director. The articles of incorporation authorized

SVLM to issue 75,000 shares with a par value of one dollar.¹ Almost two months later, SVLM filed its initial list of officers which listed Sumner as the sole director and holding all officer positions. Moreover, after filing the articles of incorporation and initial officers list, there is no record indicating that the corporation ever made any of the annual filings required by NRS 78.150. Accordingly, no succeeding list of officers was ever filed with the Nevada Secretary of State. As a result, the Nevada Secretary of State revoked SVLM's charter at some point before 2007.

In November 2006, Wesley Cronin and Sumner filed a joint petition for divorce. According to uncontroverted testimony presented at trial in the case underlying this appeal, Welsey Cronin orally agreed to give his interest in SVLM to Sumner as part of their divorce agreement, thereby making her the sole shareholder of the company. Sumner testified that, at the time of the divorce, Wesley Cronin did not want the property because money was owed on it and he was planning on moving to California.

¹We note that there is some confusion regarding whether stock certificates were in fact issued. However, Sumner and Wesley Cronin argued below that they each were the sole shareholder of SVLM and the district court determined that Wesley Cronin did not produce any evidence that he was the sole shareholder of SVLM. Therefore, the only issue before us is whether the district court erred in making this determination based on the evidence presented at trial. And this court follows the parties' presentation of the issues on appeal, which in this case focuses on who was the sole shareholder of SVLM. See *Greenlaw v. United States*, 554 U.S. 237, 243 (2008) (“[I]n both civil and criminal cases, in the first instance and on appeal, we follow the principle of party presentation. That is, we rely on the parties to frame the issues for decisions and assign to courts the role of neutral arbiter of matters the parties present.”); *State v. Eighth Jud. Dist. Ct. (Doane)*, 138 Nev. 896, 900, 521 P.3d 1215, 1221 (2022) (recognizing that the Nevada appellate courts “follow the principle of party presentation.” (quoting *Greenlaw*, 554 U.S. at 243)).

Ostensibly because of this agreement, the parties' joint petition for divorce claimed that "there is no community property and/or community debts of the parties to be adjudicated."

Following the divorce, Sumner made all of the remaining mortgage payments on the subject property from her personal accounts. Once the mortgage was paid off, Wesley Cronin, who remained on the subject property, offered to buy the property. However, the record supports that Wesley Cronin did not complete the purchase of the property.

In 2013, Sumner executed and recorded a deed transferring the subject property from SVLM into her own name. Sumner signed this document as president of SVLM, which at that time was defunct.² After this deed was executed, Wesley Cronin orally agreed to pay \$200 per month in rent to Sumner for his continued use of the subject property. However, Wesley Cronin made only four rent payments before ceasing to pay under the oral agreement. Despite his failure to continue paying rent, Wesley Cronin continued to reside at the subject property.

Several years later, in February 2019, Sumner signed a \$10,000 sales contract to sell the subject property to an entity named Cash House Buyer. Cash House Buyer subsequently assigned its right to purchase the property to respondent Jonathan Abarabar in exchange for \$6,000. Prior to his purchase of the subject property, Cash House Buyer provided certain disclosures to Abarabar, including that there was a tenant on the property. However, Abarabar had no other conversations with Sumner or Cash House Buyer—who had approached him about the subject property through an

²While Sumner attempted to reinstate SVLM through filings with the Nevada Secretary of State's Office, the forms that she submitted did not actually reinstate the company but instead resulted in the creation of a second corporation with the same name.

unrelated third party—about the property. Although Abarabar drove by the property before completing the purchase and noticed that there was a tenant on the property, this was consistent with the disclosures he had received from Cash House Buyer.

In connection with this transaction, Abarabar also purchased a title insurance policy in the amount of \$10,000. The title company did not inform him of any issues with the title to the subject property prior to purchase.

Ultimately, in March 2019, Abarabar purchased the subject property for \$17,681.92. Sumner received \$10,000 from the transaction, \$6,000 was paid to Cash House Buyer as an assignment fee, and the remainder of the funds covered additional fees and costs for the transaction. As part of the transaction, Sumner executed a grant bargain and sale deed conveying the subject property to Abarabar. Abarabar then promptly recorded this deed.

Thereafter, on July 18, 2019, Wesley Cronin filed suit against Sumner, her husband Darrell Sumner, Abarabar, and various other parties not relevant to this appeal.³ Wesley Cronin later filed an amended complaint, which, as relevant to this appeal, sought to quiet title to the subject property in his favor. Wesley Cronin alleged that he “was the sole

³Wesley Cronin also sued the identically named Silver Valley Land Management Company that Sumner mistakenly incorporated in 2007. However, this second corporation never possessed title to the subject property. While the second corporation’s impact on the transfer of the subject property was disputed below, on appeal neither party argues that it clouded title or otherwise affected the subject property. In addition, the complaint named Pablo Encinas, a real estate agent who assisted Sumner in transferring the property from SVLM into her own name, as a defendant. However, Encinas died during the proceedings below and was subsequently dismissed from the case.

shareholder of [SVLM] and has never sold, gifted, or otherwise divested his interest and shareholdings in [SVLM].” He further asserted that, because SVLM’s charter was revoked when Sumner transferred the subject property from SVLM to herself, that transfer and all subsequent transfers were void. Accordingly, Wesley Cronin argued that legal title to the subject property should have remained with SVLM and been distributed to him as SVLM’s sole shareholder.

Abarabar answered Wesley Cronin’s complaint and, as relevant here, filed a counterclaim seeking to quiet title to the property in his favor as a bona fide purchaser for value. Abarabar asserted that he had purchased the subject property in good faith, and with no knowledge of any of the allegations in Wesley Cronin’s complaint regarding his ownership of the property.

The case proceeded to a bench trial. At trial, Wesley Cronin primarily argued that the property never left SVLM and that all of the defendants were aware of that. However, Wesley Cronin did not testify in the case. Instead, he presented testimony from the county recorder and an escrow officer for the title company involved in the sale of the property which largely consisted of having them read documents, such as the grant bargain sale deed transferring the property to Abarabar and the escrow instructions.

Both Sumner and Abarabar testified. Sumner testified that Wesley Cronin gave her any interest that he had in SVLM during their divorce. She further testified that Wesley Cronin later unsuccessfully attempted to purchase the property and then rented it from her. Sumner also testified that she had not met Abarabar before conveying the property to him and that all conveyances in the course of transferring the property to Abarabar were made in good faith.

For his part, Abarabar testified that he had not met Sumner before purchasing the property and that he had no knowledge of any issues with the subject property's title. Further, Abarabar noted that, if he had known that there were any issues with the title, he would not have purchased the subject property. Abarabar testified to paying \$17,681.92 for the property.

Ultimately, the district court rejected all of Wesley Cronin's claims and quieted title to the subject property in Abarabar's favor. The court found that Wesley Cronin and Sumner filed articles of incorporation for SVLM, and that SVLM purchased the subject property and encumbered it with a deed of trust. The court went on to find that Wesley Cronin and Sumner subsequently divorced, and based on the testimony and evidence presented "at [t]rial, the interest that [SVLM] had in [the subject property] was distributed by [Wesley Cronin] and [Sumner] to [Sumner] by agreement." The court found that, thereafter Sumner paid the balance of the purchase loan and the deed was reconveyed to SVLM. The court further found that "Sumner transferred [the subject property] from the name of [SVLM], into her individual name." However, the district court did not make any findings as to how this transfer was executed in light of SVLM's revoked charter.

Addressing the conveyance from Sumner to Abarabar, the district court found that it was valid, noting that "Abarabar, prior to the purchase of [the subject property] did not have any actual or constructive knowledge of the issues raised by [Wesley Cronin] at [t]rial regarding [the subject property]," or that there was a dispute regarding title to the subject property. As a result, the district court found in Abarabar's favor on his counterclaim for quiet title, finding that he was a bona fide purchaser for value without notice of an adverse claim to the property. The court also

found that Wesley Cronin had “not prove[n] by a preponderance of the evidence that [he] was the sole shareholder of [SVLM or] that [he] was an officer and/or a director of [SVLM],” and therefore that he had an interest in the property. As a result, the district court rejected Wesley Cronin’s claims for quiet title and declaratory relief.⁴

Wesley Cronin thereafter filed a motion for a new trial, which was subsequently denied. This appeal followed.⁵

On appeal, Wesley Cronin challenges the district court decision to quiet title in Abarabar’s favor. He argues that, because SVLM was defunct, Sumner could not transfer title to the subject property from SVLM to herself and that, as a result, her subsequent sale of the property to

⁴In addition to ruling for Abarabar and against Wesley Cronin on the quiet title issue, the district court also rejected Wesley Cronin’s remaining claims, which sought relief under a fraud theory. On appeal, Wesley Cronin does not challenge the court’s ruling on those claims, and he has therefore forfeited any assertion of error. *See Palmieri v. Clark County*, 131 Nev. 1028, 1033 n.2, 367 P.3d 442, 446 n.2 (Ct. App. 2015) (declining to consider issues that the appellant failed to raise on appeal). The district court further ordered that Wesley Cronin had 60 days from notice of entry of the final judgment to vacate the subject property.

⁵Although Wesley Cronin’s notice of appeal designates both the order quieting title to the property and the order denying his new trial motion as being challenged on appeal, he presents no arguments regarding the denial of the new trial motion and thus, any arguments as to this decision are forfeited. *See Palmieri*, 131 Nev. at 1033 n.2, 367 P.3d at 446 n.2.

Additionally, while Sumner, Darrel Sumner and the second Silver Valley Land Management Company are all designated as respondents to this appeal, none of these parties filed an answering brief in this matter. However, we decline to interpret these parties’ lack of responsive briefing as a confession of error. NRAP 31(d)(2) (stating that the failure “to timely file an answering brief . . . may be treated as a confession of error” (emphasis added)); *see Polk v. State*, 126 Nev. 180, 184, 233 P.3d 357, 359 (2010) (“NRAP 31(d) is a discretionary rule.”).

Abarabar was invalid. He further contends that Abarabar had actual and constructive notice of his potential claim to the property, such that Abarabar could not be a bona fide purchaser. Abarabar disputes Cronin's contentions and argues that the district court did not err in quieting title in his name as a bona fide purchaser for value under NRS 111.325.

This court reviews a district court's legal conclusions following a bench trial de novo, but we will not disturb the district court's factual findings "unless they are clearly erroneous or not supported by substantial evidence." *Wells Fargo Bank, N.A. v. Radecki*, 134 Nev. 619, 621, 426 P.3d 593, 596 (2018). In a quiet title action, a "plaintiff's right to relief . . . depends on superiority of title." *W. Sunset 2050 Tr. v. Nationstar Mortg., LLC*, 134 Nev. 352, 354, 420 P.3d 1032, 1034 (2018) (quoting *Chapman v. Deutsche Bank Nat'l Tr.*, 129 Nev. 314, 318, 302 P.3d 1103, 1106 (2013)). "[T]he burden of proof rests with the plaintiff to prove good title in himself." *Id.* at 354, 420 P.3d at 1034-35 (citation modified); *but see Res. Grp., LLC v. Nev. Assoc. Servs., Inc.*, 135 Nev. 48, 58-59, 437 P.3d 154, 162-63 (2019) (Pickering, J. dissenting) (asserting that "there is a presumption in favor of the record title holder"); 65 Am. Jur. 2d *Quieting Title* § 69 (2021) ("In a quiet title action, there is a presumption in favor of the record titleholder, and the evidence to overcome that presumption must be clear and convincing."). Appellate review of quiet title actions generally consists of "analyz[ing] the parties' respective claims to the [p]roperty." *Res. Grp.*, 135 Nev. at 51, 437 P.3d at 158.

Beginning with Wesley Cronin's argument that Sumner could not transfer title to the subject property from SVLM to herself as the corporation was defunct, thereby rendering the subsequent sale of the property to Abarabar invalid, we conclude this argument does not provide a basis for relief. Indeed, despite Wesley Cronin's assertion to the contrary,

NRS 78.175(5)-(6) expressly provided Sumner with the authority to transfer the property into her own name.

Under NRS 78.175(5), once a corporation's charter is revoked, "all the property and assets of the defaulting domestic corporation must be held in trust by the directors of the corporations." However, "[w]here the assets are distributed," they must be applied first to any unpaid filing fees, penalties and costs "due the State," then to "the payment of the creditors of the corporation," and lastly any balance remaining may be distributed "among the stockholders." NRS 78.175(6)(a)-(c). Thus, while the revocation of a corporation's charter precludes it from conveying property in most cases, NRS 78.175(5)-(6) specifically authorizes the directors of the corporation to transfer property under the circumstances set forth above.

Here, it is undisputed that SVLM's corporate charter had been revoked, rendering the corporation defunct. Further, Sumner's testimony and the initial officers list filed with the Nevada Secretary of State, which were uncontroverted at trial, demonstrates that, at the time Sumner transferred the property from SVLM into her own name, she was the sole director of SVLM. Moreover, no evidence or arguments were presented to suggest the existence of any outstanding debts or fees that SVLM owed to the State or any creditors of the corporation. As a result, under NRS 78.175(6), Sumner—as the sole director of SVLM—was enabled to distribute the property amongst SVLM's shareholders.

At trial, Sumner's uncontested testimony indicated that after the divorce, she was the sole shareholder in SVLM. Critically, Wesley Cronin did not testify in opposition and presented no evidence to contradict Sumner's repeated testimony indicating that she was SVLM's sole

shareholder.⁶ Under these circumstances, there is substantial evidence in the record to support the conclusion that Sumner was empowered as sole director of SVLM to distribute the subject property to herself as the sole shareholder of SVLM.⁷ See *Yount v. Criswell Radovan, LLC*, 136 Nev. 409, 414, 469 P.3d 167, 171 (2020) (“Following a bench trial, we will not overturn the district court’s findings of fact unless they are clearly erroneous or not supported by substantial evidence.” (citation modified)).

Nonetheless, Wesley Cronin maintains that the deed transferring the property from SVLM to Sumner is void because she signed the deed as president of SVLM rather than as director of the company. While it is true that a president of a corporation is not a position authorized to distribute property under NRS 78.175(5), Abarabar maintains that the fact that Sumner signed the deed as president is a mere clerical error that does not impair his title to the property. Because, as discussed below, Abarabar was a bona fide purchaser for value, we agree that Sumner’s

⁶While Wesley Cronin emphasizes that the pre-divorce oral agreement through which Sumner became the sole shareholder in SVLM is not contained in the record, he does not address his failure to present any evidence to contest Sumner’s testimony that she was the sole shareholder or otherwise point to any evidence in the record contradicting her testimony on this point. Under these circumstances, the mere fact that the agreement was not included in the record does not provide a basis for relief.

⁷Wesley Cronin’s failure to present any evidence demonstrating that he maintained any ownership interest in SVLM or the subject property or otherwise challenge the district court’s finding on this point necessarily undermines his argument that he has an interest in SVLM or the subject property that was impaired by the subsequent transfers to Sumner as an individual and then to Abarabar. And because Wesley Cronin alleged no claim to the property in his own name, there is no basis presented in the record before us upon which he could have an interest in the subject property.

erroneous signing of the deed as SVLM's president instead of as director does not impact Abarabar's ownership of the property.

To avoid this result, Wesley Cronin argues that Abarabar cannot be considered a bona fide purchaser of the subject property because he had constructive notice of the defects in the property's chain of title. More specifically, he asserts that Abarabar had constructive notice of the infirmities with the title because the price Abarabar paid for the property was far less than its eventual appraised value. He further contends that, because SVLM's revoked status is a matter of public record, Abarabar had constructive notice of the defects in the chain of title related to its transfer from SVLM to Sumner. Abarabar disagrees, arguing he had no notice—actual or constructive—of the issues Wesley Cronin identifies. In addressing these issues below, the district court found that Abarabar had proved, by a preponderance of the evidence, that he did not have “actual or constructive notice of any and all of . . . [Wesley Cronin]'s claims in the estate or interest in the [subject property]” prior to Abarabar's purchase of the property and thus, Abarabar was a bona fide purchaser for value.

NRS 111.325 provides that “[e]very conveyance of real property . . . which shall not be recorded . . . shall be void as against any subsequent purchaser, in good faith and for a valuable consideration, of the same real property, . . . where his or her own conveyance shall be first duly recorded.” Whether a subsequent purchaser acted in good faith and transferred valuable consideration is a finding of fact, and the district court's findings will not be disturbed so long as there is substantial evidence to support them. *See Allen v. Webb*, 87 Nev. 261, 265-66, 485 P.2d 677, 679 (1971) (affirming a district court's finding that a buyer lacked notice despite being acquainted with the seller because the appellant did “not overcome the basic principle that where there is substantial evidence in the record to

support the lower court's findings they will not be disturbed despite suspicions and doubts based upon conflicting evidence"). "[S]ubstantial evidence need not be voluminous and may even be inferentially shown by [a] lack of [certain] evidence." *Wright v. State, Dep't of Motor Vehicles*, 121 Nev. 122, 125, 110 P.3d 1066, 1068 (2005) (citation modified) (second and third alterations in original).

"A subsequent purchaser with notice, actual or constructive, of an interest in the land superior to that which he is purchasing is not a purchaser in good faith, and not entitled to the protection of the recording act." *Allison Steel Mfg. Co. v. Bentonite, Inc.*, 86 Nev. 494, 499, 471 P.2d 666, 669 (1970). "Constructive notice is that which is imparted to a person upon strictly legal inference of matters which he necessarily ought to know, or which, by the exercise of ordinary diligence, he might know." *Id.* at 497, 471 P.2d at 668 (quoting 8 Thompson on Real Property § 4293, 245-46 (1963)). Constructive notice arises from inquiry notice, which is "when the circumstances are such that a purchaser is in possession of facts which would lead a reasonable [person] in [their] position to make an investigation that would advise [them] of the existence of prior unrecorded rights." *Id.* at 498, 471 P.2d at 668. The purchaser is then considered to have "notice of whatever the search would disclose." *Id.*

Starting with the district court's finding that Abarabar lacked actual notice of any potential defects in the title to the subject property, such notice may be deduced from direct evidence or from properly recorded documents. See NRS 111.320 (noting that recorded conveyances "impart notice to all persons of the contents thereof"); *Hewitt v. Glaser Land & Livestock Co.*, 97 Nev. 207, 208, 626 P.2d 268, 269 (1981) (holding that recorded conveyance imparted actual notice). Here, Sumner and Abarabar provided uncontested testimony that they had not met before Abarabar

purchased the land. And Abarabar testified that he was not aware of any issues with the title and that he would not have purchased the property if he had known of any issues. Abarabar further testified that he purchased title insurance and that the title company did not inform him of any defects with the title of the subject property. In contrast, Wesley Cronin presented scant evidence suggesting that Abarabar had actual knowledge of any potential defects with title to the property. Based on the foregoing, we conclude that the district court's finding that Abarabar lacked actual notice is supported by substantial evidence and, consequently, we will not disturb that finding on appeal. *See Allen*, 87 Nev. at 265-66, 485 P.2d at 679.

Turning to whether Abarabar had inquiry notice of Wesley Cronin's claims to the property, to the extent Wesley Cronin claims that the low contract price for the land should have signaled issues with the title, he failed to show that the price was so low that a reasonable person would have had inquiry notice that there were potential issues with the title. Critically, no formal appraisal for the property was ever admitted into evidence and there was no testimony presented regarding its fair market value.⁸ Indeed, the only evidence presented at trial regarding the value of the property when Abarabar purchased it was Abarabar's testimony that he paid \$17,681.92 for it and the accompanying escrow documents.

Further, Wesley Cronin's assertion that the \$6,000 assignment fee paid to Cash House Buyer was so high that it should have put Abarabar

⁸On appeal Wesley Cronin points to a June 2024 appraisal valuing the property at \$70,000 to support his arguments regarding the property's low purchase price. But this appraisal does not provide a basis for disturbing the district court's decision as the court could not have relied on it to infer Abarabar's knowledge of the property's value. Notably, this appraisal was completed five years after Abarabar purchased the property and roughly two months after the final judgment in the case was entered.

on inquiry notice of potential title issues similarly does not provide a basis for relief. Notably, there was no evidence presented at trial as to whether that fee was customary or what the appropriate fee for such a transaction was. In fact, Abarabar testified that he did not know if \$6,000 was a normal fee because he “didn’t really have anything to base [it] on.”

As set forth above, given the lack of evidence to support Wesley Cronin’s arguments regarding the purchase price and the assignment fee, the record does not suggest that these points should have put Abarabar on inquiry notice of any issues with the subject property’s title such that he would have had constructive notice of any alleged title defect. And Wesley Cronin’s argument that Abarabar should have investigated the Nevada Secretary of State’s corporate records and found that SVLM was defunct such that Sumner would not be able to transfer the property to herself in her capacity as SVLM’s president is likewise unavailing. Wesley Cronin cites no authority to support his contention that inquiry notice requires a purchaser to go beyond the title history of a property and investigate the status of all companies that previously owned the property to discover potential defects in the title related to the corporation’s status. Thus, we need not consider this issue. *See Edwards v. Emperor’s Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (explaining that this court need not consider an appellant’s argument that is not cogently argued or lacks support of relevant authority).


Accordingly, for the reasons set forth above, we conclude that substantial evidence supports the district court’s determination that Abarabar did not have actual or constructive notice of any defects in the title to the subject property and therefore he was a bona fide purchaser for value. *See Wright*, 121 Nev. at 125, 110 P.3d at 1068. As a result, we

discern no error in the district court's decision to quiet title to the property in favor of Abarabar.

Accordingly, we

ORDER the judgment of the district court AFFIRMED.⁹


_____, C.J.
Bulla


_____, J.
Gibbons


_____, J.
Westbrook

cc: Hon. Kimberly A. Wanker, District Judge
Paul C. Ray, Chtd.
Barbara Buckley
Kelly Dove
Law Offices of Carl M. Joerger
Darrell Sumner
David Salmon & Associates
Lynn Sumner
Nye County Clerk

⁹Insofar as the parties raise arguments that are not specifically addressed in this order, we have considered the same and conclude that they do not present a basis for relief. Additionally, given our resolution of this matter, we vacate the stay of the district court proceedings entered by our September 4, 2024, order.