

IN THE SUPREME COURT OF THE STATE OF NEVADA

E. J. EDWARDS AND E.J. FAIRFIELD  
PARTNERSHIP, A NEVADA  
PARTNERSHIP,

Appellants,

vs.

GILBERT SILVERMAN AND  
AMERICAN FINANCIAL AND  
DEVELOPMENT CORPORATION, A  
CALIFORNIA CORPORATION,  
Respondents.

No. 39093

FILED

AUG 19 2003

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

ORDER OF AFFIRMANCE

This is an appeal from a district court judgment in a partnership dispute. Appellant E.J. Edwards and respondent American Financial & Development Corporation (AFD) are the managing general partners of E.J. Fairfield Partnership (EJFP). AFD's president is respondent Gilbert Silverman.

EJFP purchased real property for \$2,000,000.00, with a \$350,000.00 down payment and a \$1,650,000.00 all-inclusive deed of trust (AIDT). Shortly after EJFP purchased the property, the selling entity sold a portion of its equity ownership in the property for \$200,000.00. As a result, Silverman, signing on behalf of borrower EJFP, executed a deed of trust for \$200,000.00, which was recorded concurrently with a new AIDT in the amount of \$1,650,000.00.

After EJFP lost the property in foreclosure, Edwards and EJFP filed suit against Silverman and AFD, asserting, among other claims, breach of fiduciary duty. At the conclusion of Edwards' case-in-chief, the district court dismissed the case, finding that Edwards failed to


meet his burden of proof. On appeal, Edwards argues that substantial evidence was presented to show that Silverman breached a fiduciary duty.

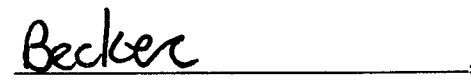
This court will not overturn a jury's verdict if it is supported by substantial evidence, unless, from all the evidence presented, the verdict was clearly wrong.<sup>1</sup> "Substantial evidence is that which 'a reasonable mind might accept as adequate to support a conclusion.'"<sup>2</sup> The same standard applies to a bench trial.

Because the undisputed testimony indicates the \$200,000.00 went to the selling entity and the amount of EJFP's debt remained the same, we conclude that substantial evidence supports the district court's determination that Silverman did not breach a fiduciary duty. Accordingly, we

ORDER the judgment of the district court AFFIRMED.

 J.  
Shearing

 J.  
Leavitt

 J.  
Becker

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<sup>1</sup>Bally's Employees' Credit Union v. Wallen, 105 Nev. 553, 555-56, 779 P.2d 956, 957 (1989); see also Idaho Resources v. Freeport-McMoran Gold, 110 Nev. 459, 460, 874 P.2d 742, 743 (1994) (concluding that since substantial evidence supported a district court's determination after a bench trial, the district court's determination must be upheld).

<sup>2</sup>Bally's Employees' Credit Union, 105 Nev. at 556 n.1, 779 P.2d at 957 n.1 (quoting State Emp. Security v. Hilton Hotels, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986)).

cc: Hon. Jennifer Togliatti, District Judge  
R. Clay Hendrix  
Norman H. Springer  
Clark County Clerk