

IN THE SUPREME COURT OF THE STATE OF NEVADA

WEST ELECTRIC, INC., A NEVADA
CORPORATION,
Appellant,
vs.
CHRISTOPHER HOMES, A NEVADA
CORPORATION,
Respondent.

No. 41851

FILED

NOV 16 2005

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 breach of contract action. Eighth Judicial District Court, Clark County; David Wall, Judge.

Appellant West Electric argues that (1) it did not waive its right to a jury trial and (2) the district court improperly delegated its judicial authority to a special master. We affirm.¹

Right to jury trial

West Electric first argues that it did not waive its right to a jury trial by entering into stipulations in February and October of 1996. A waiver of a jury right should not be lightly inferred, and the district court's actions should be scrutinized carefully.² NRCP 39 permits the parties to enter into a written stipulation, filed with the court, consenting to a non-jury trial. We conclude that the February and October stipulations entered into by West Electric and respondent Christopher Homes to

¹Because the parties know the facts well, we recite them here only as necessary to our disposition.

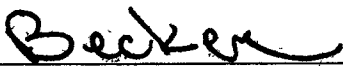

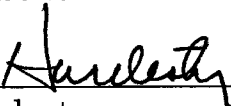
²See Tray-Wrap, Inc. v. Six L's Packing Co., Inc., 984 F.2d 65, 67-68 (2d Cir. 1993).

consolidate other litigation and present the issues and evidence to a special master constitutes a waiver of West Electric's right to a jury trial.

Delegation of judicial authority

West Electric next argues that the district court improperly abdicated its judicial duties when it referred the case to a special master. Generally, a district court's ability to refer matters to a special master under NRCP 53(b) is limited. In Venetian Casino Resort v. District Court, we held that "[w]here matters of account are involved, referral to a special master is only warranted if the matters are 'beyond the competence of a court,' i.e., the matters are not simple, would reach substantial proportions, or would consume an inordinate amount of judicial resources."³ A district court cannot delegate its adjudicative authority to address basic contract issues to a special master. However, as conceded during oral argument, the parties may stipulate that a special master adjudicate these issues. This court interprets the parties' February and October 1996 stipulations as an agreement by the parties to refer adjudication of the case to a special master. Accordingly we,

ORDER the judgment of the district court AFFIRMED.


_____, C.J.
Becker

_____, J.
Gibbons

_____, J.
Hardesty

³118 Nev. 124, 128, 41 P.3d 327, 329 (2002) (quoting Russell v. Thompson, 96 Nev. 830, 834, 619 P.2d 537, 540 (1980)).

cc: Hon. David Wall, District Judge
Faux & Associates, P. C.
Marquis & Aurbach
Clark County Clerk