

Robert Butler
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Case No. 84-9027

Dept. No. 3

FILED

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JUDI BAILEY, CLERK

BY C. Sweeney
DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

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ROBERT MARTIN
and JOHN MOORE,

Plaintiffs,

vs.

DAROL CLINE,

Defendant.

FINDINGS OF FACT,
CONCLUSIONS OF LAW
AND JUDGMENT

This matter came on for hearing June 21, 1985, before the Court, sitting without a jury. Plaintiffs ROBERT MARTIN and JOHN MOORE were present and were represented by EDWARD BERNARD, ESQUIRE. Defendant DAROL CLINE was present and was represented by ROBERT F. BUTLER, ESQUIRE. At trial all of the parties testified, in addition to LYLE "BUCK" BUCHANAN, a painting contractor. Following arguments the Court rendered its oral decision from the bench. The following Findings of Fact, Conclusions of Law and Judgment are formally entered.

FINDINGS OF FACT

1. In June 1984 the parties entered into an oral contract for the painting/staining of Defendant's home.
2. Plaintiffs subsequently stained Defendant's home in an unworkmanlike manner.

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3. Defendant's home was damaged by an incorrect application of linseed oil.

4. Defendant did not pay the three thousand dollar (\$3,000.00) contract price.

5. Defendant's home will cost five thousand dollars (\$5,000.00) to repair and paint properly.

6. An allowance of two thousand dollars (\$2,000.00) in damages to Defendant for the house is necessary to prevent Defendant from having to pay for repairs out of his own pocket.

7. Defendant's personal property was damaged by paint overspray.

8. Defendant's personal property was damaged as follows:

a) light	\$ 125.00
b) windows	380.00
c) shrub	15.00
d) Corvette	300.00
e) Lincoln	<u>100.00</u>
Total:	<u>\$ 920.00</u>

9. Plaintiffs at all times during the transaction with Defendant were unlicensed painting contractors.

10. Defendant admitted that he assumed at least one of the Plaintiffs was unlicensed as a painting contractor when he contracted with them.

11. Defendant was not benefited or unjustly enriched by Plaintiffs, he was damaged by the efforts of Plaintiffs.

CONCLUSIONS OF LAW

1. Defendant did not breach his oral contract with Plaintiffs, Plaintiffs committed several major breaches of the contract justifying Defendant's non-payment of the

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contract price.

2. Plaintiffs did not confer a benefit on or unjustly enrich Defendant.

3. Defendant is entitled to damages, pre-judgment interest from December 18, 1984, until entry of judgment, costs, and fees as allowed in the Judgment.

JUDGMENT

IT IS HEREBY ORDERED that Defendant DAROL CLINE have Judgment against Plaintiffs JOHN MOORE and ROBERT MARTIN, jointly and severally, for damages in the sum of two thousand nine hundred twenty dollars (\$2,920.00), plus pre-judgment interest thereon from December 18, 1984, to entry of judgment on or after July 8, 1985, in the sum of one hundred ninety six dollars and 91/100 (\$196.91), costs incurred herein in the sum of forty one dollars (\$41.00), and attorney's fees in the sum of \$ 800⁰⁰.

JUDGMENT RENDERED this 10 day of July, 1985.

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

DATE: July 25-1985
JUDI BAILEY, Clerk of the Second Judicial District Court, in and for the County of Washoe, State of Nevada.

[Signature] Deputy.

SEAL

Deborah A. Agost
DISTRICT JUDGE

RECORDED JUDGMENT DOCKET

Book A-51 Page M-2
JUDI BAILEY, Clerk

By L. Snow Deputy

REQUESTED BY
Robert Butler
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

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SUZANNE BEAUDREAU
RECORDER

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