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Supreme Court No. 82745

Fifth Judicial District Court No.:  
CV40221

v.

Respondent.

**GALLIAN WELKER & BECKSTROM, L.C.**  
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Las Vegas, Nevada 89104  
Phone 702-892-3500

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*Attorneys for Appellant*

*John Chainyk*

*The Estate of Donald Edwin Webster*

Respondent, THE ESTATE OF DONALD EDWIN WEBSTER, by and through counsel, hereby submits its Response to Appellant's Docketing Statement.

In the Docketing Statement, Appellant asserts three bases for the instant appeal. None are reasonably supported by any facts or the law of the case.

1. Appellant has never factually asserted the existence of an agreement or contract for transfer of the house for which part performance may properly even be argued, previously relying solely on an assertion of an *inter vivos* gift.<sup>1</sup> Arguments otherwise are legal stratagems unsupported by any provable fact.

2. Appellant's sole argument is that the State's moratorium precluded an eviction, due to a possible underlying lease agreement; however, this is a legal argument only, entirely unsupported by facts or prior assertion of any lease.<sup>2</sup>

3. Appellant did assert his unjust enrichment claim below, but, despite every opportunity to do so in discovery,<sup>3</sup> Appellant never produced one scintilla of evidence to support this claim. Again, it is a legal argument with no factual support.

DATED this 30<sup>th</sup> day of June 2021.

GALLIAN WELKER & BECKSTROM, L.C.

  
Nathan E. Lawrence, SBN 15060

<sup>1</sup> See Appellant's Answer, page 12: "[Webster] then said that's settled that house belongs to you now...(sic)." See also Appellant's Motion to Vacate Order *Nunc Pro Tunc*, at 4:17: "Clearly, Chainyk was gifted the house by Webster." Appellant's Deposition at 41:16 – 42:3 references that Webster "gave" the house to Chainyk three times. The contract / part performance legal argument was only raised at the eleventh hour, despite no factual basis.

<sup>2</sup> See Footnote 1.

<sup>3</sup> Appellant had abundant opportunity to do so, during the times he was *pro se* and when represented by counsel.

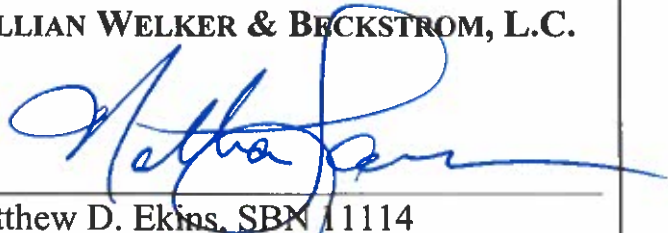
**CERTIFICATE OF SERVICE**

I hereby certify that service of the foregoing **RESPONSE TO APPELLANT'S DOCKETING STATEMENT PURSUANT TO NRAP 14(f)** was made on the 30<sup>th</sup> day of June 2021, by eFiling with the Supreme Court of Nevada eFlex system and by depositing a true and correct copy of same with the U.S. Postal Service, first-class postage prepaid, at Las Vegas, Nevada to:

**Flangas Law Firm, Ltd.**  
600 South Third Street  
Las Vegas, Nevada 89101  
Tel: 702-384-1990

DATED this 30<sup>th</sup> day of June 2021.

**GALLIAN WELKER & BECKSTROM, L.C.**



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