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This opinion shall not "constitute precedent or be binding upon any court."
Although it is posted on the internet, this opinion is binding only on the
parties in the case and its use in other cases is limited. R. 1:36-3.

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-3993-16T3

ABC BAIL BONDS,

Plaintiff-Respondent,

v.

CHARLES LAWRENCE, SR. and
CHRISTINE CASANOVA LAWRENCE,

Defendants-Appellants.

Argued May 15, 2018 – Decided May 29, 2018

Before Judges Fisher and Natali.

On appeal from Superior Court of New Jersey,
Law Division, Special Civil Part, Burlington
County, Docket No. SC-0359-17.

Mark J. Molz argued the cause for appellants
(Law Offices of Mark J. Molz, attorneys; Mark
J. Molz, on the brief).

Ethan P. Henshell argued the cause for
respondent.

PER CURIAM

Defendant Charles D. Lawrence, Sr.¹, appeals from a judgment entered in the Small Claims Section of the Special Civil Part in favor of plaintiff ABC Bail Bonds, Inc. in the amount of \$2,050 plus costs. We affirm.

On June 14, 2016, defendant's son was arrested and detained overnight for two drug-related offenses. Bail was set at \$25,000. The next day, defendant contacted plaintiff to secure a bond for his son's release. The premium for the bond was \$2,500. Defendant made an initial \$500 payment and signed a promissory note that obligated him to satisfy the remaining amount in \$200 monthly installments due the fifteenth of each month. Defendant agreed to make all payments within ten days of the due date or he would be in default. He also agreed that the promissory note was the entire agreement between the parties and plaintiff "made no promises to [defendant] other than those in the [promissory note]."

After defendant failed to make the required payments, plaintiff filed this breach of contract action. Defendant filed a counterclaim and sought the return of the \$500 deposit plus \$37 in costs alleging he orally rescinded the promissory note prior to plaintiff posting the bond.

¹ We have been advised that Christine Casanova Lawrence passed away during the pendency of this appeal. Accordingly, we refer to defendant in the singular.

During a two-day trial, plaintiff called two employee witnesses, Thomas Key and Beth Zimmerman, who was also plaintiff's corporate officer. Defendant and his wife Christine Casanova Lawrence appeared pro se and testified. Both parties also introduced documentary evidence.

Zimmerman testified as to the contents of the promissory note and the existence of a hold harmless agreement executed by the parties.² In sum, she confirmed that defendant's son was released from jail after plaintiff posted the bond and that defendant failed to make the required payments pursuant to the promissory note.

Defendant testified that prior to signing the promissory note he was falsely assured by plaintiff that his son would be released within hours on June 15; instead, he was detained overnight. The next morning, upset that his son spent another night in jail and believing that he would likely be released that day at a scheduled court proceeding, defendant stated that he directed Key to cancel the bond. He further testified that, despite this express

² As stated by the trial judge, the hold harmless agreement provided that defendant agreed to "forego all rights for any refunds or reimbursement of any premiums paid after the bail bond has been posted. . . ." Although neither party included the hold harmless agreement in the appendix on appeal, it was introduced into evidence at trial. Neither party disputes its terms.

instruction, Key posted the bond. Shortly thereafter, the court released defendant's son from detention.

Key testified that it was contrary to his practice to guarantee a release date before issuing a bond. He also stated that he did not recall defendant ever directing him not to post the bond on July 16 and that in his twenty-two years of employment in the bail bonds industry, he has "never posted a bond for an individual where they told [him] not to."

At the end of the trial's second day, the judge issued her oral decision. In ruling in plaintiff's favor and rejecting defendant's counterclaim, the trial judge held:

[T]he plaintiff fulfilled their responsibility and bailed [defendant's son] out on the 16th. He was released on the 16th.

The defendant signed the promissory note and made no inquiry after that day. So the plaintiff fulfilled their responsibility. Mr. Key testified that if somebody withdrew their request for a bail bond, he would not have presented it, he would not have pursued it.

It's almost a year later from this circumstance. There are many gaps in the information. The defendant has done the best he could to fill the gaps, but the end result was his son was released [And] the court has to rely on the contract law, and the contract law is that the promissory note was signed, that they fulfilled their end of the contract, they did post the bond, they signed[,] they paid the premium to Lexington and they fulfilled their responsibility.

. . . .

I allowed the defendant to tell the court . .
. what he believed was orally said and what
orally happened, but I cannot utilize the
information because the plaintiff fulfilled
their end of the bargain.

Defendant raises the following points on appeal:

POINT I

PLAINTIFF HAD NO PERSONAL KNOWLEDGE AS
REQUIRED BY NEW JERSEY RULE OF EVIDENCE 403.

POINT II

PLAINTIFF FAILED TO PROVE IT'S [sic] CASE.

POINT III

THE TRIAL COURT ERRED BY IGNORING THE RULES
OF COURT AND RULES OF EVIDENCE.

POINT IIIa.

DEFENDANT WAS NOT GRANTED THE RIGHT TO CROSS
EXAMINE WITNESSES (Issue not raised).

POINT IIIb.

[THERE WAS] OBJECTIONABLE USE OF LEADING
QUESTIONS BY [THE] TRIAL COURT (Issue not
raised).

POINT IIIc.

THE [TRIAL] COURT FAILED TO REQUIRE PLAINTIFF
TO REST (Issue not raised).

POINT IV

THE DEFENDANT PROVED BY A PREPONDERANCE OF THE
EVIDENCE THAT HE RESCINDED THE CONTRACT AFTER
THE PLAINTIFF FAILED TO FILE FOR BAIL IN A
TIMELY FASHION.

After carefully reviewing the record in the light of the
written and oral arguments advanced by the parties, we conclude
that the issues presented by defendant are without sufficient

merit to warrant extensive discussion in this opinion, Rule 2:11-3(e)(1)(A) and (E), and we affirm substantially for the reasons expressed by the trial judge in her oral opinion. The findings and conclusions of the judge are supported by substantial, credible evidence in the record. See Rova Farms Resort, Inc. v. Inv'rs Ins. Co., 65 N.J. 474, 484 (1974). We add the following.

As best we can glean from the appellate submissions, defendant avers that the trial judge failed to conduct the trial fairly and in a manner consistent with fundamental notions of due process. We disagree. As to defendant's first point on appeal, Zimmerman was an authorized officer permitted to prosecute the action on behalf of plaintiff pursuant to Rule 6:11. Her testimony merely recited the undisputed terms of the promissory note and hold harmless agreement and confirmed that defendant executed those documents. In addition, plaintiff called Key who personally interacted with defendant. Both witnesses had sufficient personal knowledge to support their testimony at trial. N.J.R.E. 602.

With respect to any claim that the judge failed to conduct the trial in an impartial manner, we similarly disagree. Our review of the record reveals that the judge was unfailingly patient despite numerous and repeated interruptions by the parties. See Serratore v. Nardi, 237 N.J. Super. 566, 568 (App. Div. 1990) (finding no merit in defendant's contention that the trial judge

acted unfairly towards him when the judge "was patient, courteous and impartial throughout the proceeding"). Although the trial judge elicited the majority of the testimony from the pro se parties, she did so fairly and appropriately and to ensure relevant and admissible evidence was presented in an efficient and effective manner. See N.J.R.E. 611(a)(1)-(2). At no point in the proceedings did the trial judge prevent any party from introducing documentary evidence or calling witnesses. Further, defendant's arguments fail to appreciate the ability of trial judges in the Small Claims Section of the Special Civil Part to relax the evidentiary rules. See, e.g., N.J.R.E. 101(a)(2)(A); Penbara v. Straczynski, 347 N.J. Super. 155, 162 (App. Div. 2002).

The trial record similarly belies defendant's claim that the judge somehow prevented him from cross-examining witnesses. While it is true that defendant did not cross-examine Zimmerman, that appears to have been by choice and not because of any ruling by the trial judge. Indeed, defendant cross-examined Key, the critical witness who interacted with him regarding the bond and its alleged rescission. In these circumstances, we cannot conclude that this alleged error, not raised at trial, was "clearly capable of producing an unjust result. . . ." R. 2:10-2.

Finally, the trial court's ruling enforcing the terms of the promissory note and rejecting defendant's rescission claim was supported by substantial, credible evidence in the record.

"A contract arises from offer and acceptance, and must be sufficiently definite 'that the performance to be rendered by each party can be ascertained with reasonable certainty.'" Weichert Co. Realtors v. Ryan, 128 N.J. 427, 435 (1992) (quoting West Caldwell v. Caldwell, 26 N.J. 9, 24-25 (1958)). A court "must enforce the contract as written and not make a better contract for either party[]" if its terms are clear. Graziano v. Grant, 326 N.J. Super. 328, 342 (App. Div. 1999). A court may rescind a contract "where there is original invalidity, fraud, failure of consideration, or material breach or default." Center 48 Ltd. P'ship v. May Dep't Stores Co., 355 N.J. Super. 390, 411-12 (App. Div. 2002).

Based on the documentary and testimonial evidence, the trial judge concluded that plaintiff had fulfilled its obligations to post a bond and that defendant had breached his obligation under the promissory note and hold harmless agreement. The trial judge's decision was in accordance with the terms of the promissory note, including its integration clause that confirmed that the writing memorialized the parties' entire agreement. As to defendant's rescission claim, the trial judge was likewise within her

discretion to credit Key's testimony that he neither recalled defendant directing him to withdraw the bond nor had he ever posted a bond when instructed not to do so.

Affirmed.

I hereby certify that the foregoing is a true copy of the original on file in my office.



CLERK OF THE APPELLATE DIVISION