SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-2184-21

ARLEEN BROWN,

Plaintiff-Appellant,

v.

DEAN RIVERA,

Defendant-Respondent.

Argued August 29, 2023 – Decided September 11, 2023

Before Judges Gooden Brown and DeAlmeida.

On appeal from the Superior Court of New Jersey, Essex County, Law Division, Docket No. SC-000087-21.

Arleen Brown, appellant, argued the cause pro se.

Respondent has not filed a brief.

PER CURIAM

Plaintiff Arleen Brown appeals from the February 7, 2022 judgment of the Special Civil Part entered after trial denying her demand for the return of $700 she paid a neighbor for the replacement of their shared driveway. We affirm.

I.

Brown owns a home in Maplewood. Defendant Dean Rivera owns the home on the adjoining lot. The two parcels share a driveway. In 2021, Brown filed a complaint against Rivera in the Special Civil Part seeking the return of $700 she gave him as her share of the cost of replacing the driveway.

At trial, in testimony the court found credible, Brown said that Rivera approached her and asked her for $2,000 to replace the driveway. She declined that request, proposing instead that he obtain three estimates for resurfacing the driveway with blacktop.

On a later date, Brown returned home to discover that Rivera had undertaken the demolition and replacement of the driveway, including the portion on Brown's property. Prior to that time, Rivera had not produced any estimates for resurfacing the driveway with blacktop. There had been no discussions or agreement between the parties with respect to replacement of the driveway, the scope of such an undertaking, what materials would be used, or how the cost of the project would be allocated.

Sometime later, Rivera approached Brown and requested $700 as her share of the cost of the driveway replacement. He did not produce documentation of the cost of the project or explain how he determined the amount of Brown's share. Brown agreed to give Rivera $700. She subsequently obtained a money order for $700, which she gave to Rivera.

Sometime after that, Brown noticed that as part of the demolition and replacement of the driveway, Rivera had expanded the parking area on his property to accommodate five cars. She also came to believe the new driveway was not made of blacktop. In light of these discoveries, Brown became dissatisfied with the amount she paid for her portion of the driveway replacement and filed a complaint seeking return of the $700.

After hearing Brown's testimony, the court issued an oral opinion concluding that she had not established by a preponderance of the evidence that she was entitled to the return of the money. The court found that in the absence of a contract between the parties, Brown could not establish an entitlement to the return of the $700 she elected to pay Rivera. Brown made the payment after the driveway replacement was complete. She had an opportunity, the court reasoned, to examine the new driveway and raise any objection she may have had to paying Rivera the amount he requested. Her subsequent discoveries were

not evidence of a breach of contract because no contract existed. The February 7, 2022 judgment memorializes the court's decision.

This appeal follows. Brown argues: (1) the judge did not allow her to explain her claim and failed to ask Rivera questions; and (2) her request in the complaint for "costs" in addition to the $700 included the cost of having an attorney write a letter to Rivera warning him not to harass Brown and for pain and suffering.[1]

II.

Our scope of review of the judge's findings in this nonjury trial is limited. We must defer to the judge's factual determinations, so long as they are supported by substantial credible evidence in the record. Rova Farms Resort, Inc. v. Inv'rs Ins. Co. of Am., 65 N.J. 474, 483-84 (1974). This court's "[a]ppellate review does not consist of weighing evidence anew and making independent factual findings; rather, [this court's] function is to determine whether there is adequate evidence to support the judgment rendered at trial." Cannuscio v. Claridge Hotel & Casino, 319 N.J. Super. 342, 347 (App. Div.

[1] Brown also argues that the transcript of the trial is largely marked "indiscernible." Our review of the transcript revealed its inadequacy because an extensive amount of the trial does not appear therein. However, we obtained the audio recording of the trial, which clearly recorded the entire proceeding.

1999). However, "[a] trial court's interpretation of the law and the legal consequences that flow from established facts are not entitled to any special deference." Manalapan Realty, L.P. v. Twp. Comm., 140 N.J. 366, 378 (1995).

Having carefully reviewed Brown's arguments in light of the record and applicable legal principles, we affirm the February 7, 2022 judgment for the reasons stated by the trial court. The record makes clear that Brown elected to pay Rivera for the driveway replacement in the absence of a contract between the parties. Her later discoveries regarding the expansion of parking on Rivera's property and the nature of the material used do not constitute breaches of contract.

Nor do we find persuasive Brown's argument regarding the "costs" she sought against Rivera. Brown's complaint demands "$700 plus costs." As explained by the trial court, a demand for "costs" in a complaint refers to court costs, such as the filing fee Brown paid when she filed her complaint.

Finally, we see no error in the manner in which the trial court conducted the proceeding. Brown was permitted to explain her claims and was not prevented from calling Rivera as a witness if she believed his testimony was relevant to her complaint.

Affirmed.