

IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON,
DIVISION ONE

No. 68317-9-I

JASON LAWSON AND RHIANNON LAWSON,
Respondents/Plaintiffs,

v.

ANTHONY JAMES MARTYN,
Defendant/Appellant.

REPLY BRIEF OF APPELLANT

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I. INTRODUCTION

Respondents Lawson served a response brief dated November 10, 2012 comprised of 4 pages of factual and legal arguments, but failed to provide any citation to the record or authority. Lawsons also appended exhibit materials outside the record without any motion for leave to do so.¹ Rather than respond meaningfully to the issues addressed in Martyn's opening brief, Lawsons instead direct the focus of their briefing to salacious allegations of criminality and harassment (also without any citation to the record) and invite the Court to sift through the many hundreds of pages of the record for "the true facts".²

The Lawsons make it abundantly clear that they find it manifestly burdensome and unreasonable to have to respond to an opposing party seeking review of a small claims decision which originally favored them. But their enmity for procedural due process does not excuse them of responsibility under the Rules on Appeal, nor should it permit them to sling irrelevant accusations here against the character of their opponent in the

¹ Respondent's Brief, attached Exhibit 3.

² Response Brief, 3 at ¶3.

hopes of tainting or preempting fair appellate review. There should be no place in an appellate forum for such vexatious tactics.

II. ARGUMENT

Lawsons do not present any legal arguments whatsoever in opposition to those briefed by Martyn, nor raise any dispute to Martyn's statement of the relevant facts except on one minor point. Lawsons argue that they did not receive the Bill of Sale,³ Addendum,⁴ and Estimate of Camper Conversion Costs⁵ until September 25th rather than earlier as stated in Martyn's opening brief (at 17), and cite Martyn's September 25 email for support.⁶

But that is a distinction without a difference. The Martyn email only demonstrates that the parties exchanged multiple draft versions of the proposed sale documents, and that the Lawsons had the last-revised versions in hand by September 25, two days before they consummated the purchase of the unconverted van. The undisputed fact remains that Mrs. Lawson clearly understood

³ Appellant's Opening Brief, Appendix 1.

⁴ Supra, Appendix 2.

⁵ Supra, Appendix 3.

⁶ Respondent's Brief, at 2, citation to record absent.

the effect of the proposed documents to be that she was purchasing the unconverted van for \$28,000 unless the parties later reached a binding agreement for conversion at a higher price.

Lawsons nevertheless argue now that the Addendum was created solely to “alleviate [their] misgivings about paying part of the conversion cost of the van upfront”,⁷ but they cannot and do not cite to any evidence in the record for that narrow proposition. Neither do they cite to any evidence to support their implicit argument that Martyn agreed to reduce his minimum price for the unconverted van to anything less than \$28,000. Their argument relies on bare allegation alone.

Notwithstanding their unsupported arguments to the contrary, Mrs. Lawson's September 24 email⁸ demonstrates clearly that the Lawsons understood, anticipated and agreed that if the parties were not able to reach later agreement for the details of a future conversion, they were buying the unconverted van for \$28,000. Martyn never made any promises otherwise, and there is

⁷ Respondent's Brief at 3.

⁸ Appellant's Opening Brief, Appendix 4.

no evidence or testimony in the record that the parties ever negotiated or contracted for any rebate of any part of the purchase price in the event that parties could not reach agreement for a post-sale conversion.

III. CONCLUSION

The written agreement between the parties was clear and unambiguous; the agreed and consummated price for the unconverted van was \$28,000 as stated in both the Bill of Sale and the Addendum. The Addendum's terms explicitly contemplated and awaited the future agreement of the parties which never occurred, and so the Addendum is unenforceable.

Even if the Addendum were enforceable, Martyn did not breach its terms by awaiting mutual agreement of design plans and specifications before proceeding with the conversion. Instead, the Addendum agreement (if any agreement was formed at all) was rendered void by Lawson's termination without any substantial effort to provide the necessary plans and specifications required by the Addendum.

Finally, the Estimate of Camper Conversion Costs did not modify the agreement of the parties, but merely memorialized the general scope of the contemplated improvements which the parties intended would comprise the conversion, and on which the parties contemplated reaching future agreement. Since that contemplation did not reach fruition in a mutual agreement on the essential terms of the subject matter, the Addendum and Estimate are of no effect on the purchase, and there is no just basis for reforming the agreement to refund any portion of the purchase price paid.

The Court of Appeals should reverse the trial court's rulings. The court should reverse the judgment for damages to Lawson and declare the Addendum void and unenforceable for failure of the parties to reach a meeting of the minds on essential terms. Appellant is entitled to his costs in this appeal.

Respectfully submitted this 10th day of January, 2013.



Anthony James Martyn
Appellant pro se

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IN THE COURT OF APPEALS FOR THE STATE OF WASHINGTON
DIVISION ONE

JASON and RHIANNON LAWSON,
Plaintiffs – Respondents,
vs.

NO. 68317-9-1

DECLARATION OF SERVICE

ANTHONY JAMES MARTYN,
Defendant - Appellant.

Declarant states as follows under penalty of perjury under the laws of the State of Washington: I am over the age of eighteen years and competent to testify herein. I caused to be delivered copies of the following document(s) to the persons listed below, at their addresses of record shown below, on the dates and by the means below indicated:

• **REPLY BRIEF OF APPELLANT**

TO: Jason and Rhiannon Lawson, Pro Se
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 Via U.S. Mail 1/11/13
 Via Facsimile
 Via Hand Delivery
 Via Email

DATED this 11th day of January, 2013.



Anthony James Martyn
Appellant Pro Se

DECLARATION OF SERVICE

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