

prejudice did not preclude plaintiff, as assignee of the prior mortgage holder, from pursuing a foreclosure action against defendants based on a later default; the order may have dismissed the prior foreclosure complaint, but it did not discharge the mortgage itself. Moreover, the defendants' bankruptcy discharge, in and of itself, did not extinguish the mortgage lien on the subject property, it only extinguished defendants' personal liability on the debt. [Decided April 1, 2003.]

✕

DEBTOR/CREDITOR — GUARANTEES

15-2-3282 *Summit Transport Corp. v. Cambridge Group, etc., et al.*; one added caption, App. Div. (per curiam) (4 pp.) In this dispute centering around the responsibility for payment of oil deliveries — made to the defendant properties and guaranteed by the individual defendant — the court justly entered judgments in favor of plaintiff after a bench trial on these consolidated cases, finding that there was evidence to support the piercing of the corporate veil; that the individual defendant had, in fact, personally guaranteed payment, as supported by an audio tape; that the guarantee in this case was not covered by the statute of frauds; that the individual defendant was subject to personal jurisdiction here; and that counsel fees and prejudgment interest should be awarded to plaintiff in one matter. [Decided April 1, 2003.]

ENVIRONMENT — WETLANDS

17-2-3251 *Danlap Corp. v. State of N.J. D.E.P.*, App. Div. (per curiam) (21 pp.) The appellate court affirms the final decision of the commissioner of the Department of Environmental Protection upholding the wetlands classification of appellant's property in a letter of interpretation (LOI), and rejecting appellant's contentions that (1) summary decision was improper because of issues of material fact; (2) the DEP violated the time frame establishing that LOI classifications are valid for five years when it issued a two-tier LOI which set the ungrade of the wetlands