

**JOHN LAWYER, ESQ.**  
**12 MAIN STREET**  
**ANYWHERE, USA**  
Attorneys for

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JANE AND JOHN DOE,

Plaintiff(s),

v.

JANE AND MARK SMITH

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
[INSERT] COUNTY

DOCKET NO.:

VERIFIED COMPLAINT WITH  
DESIGNATION OF TRIAL COUNSEL

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Plaintiffs, maintaining their principal place of residence at [insert address] in the Township of [insert], State of New Jersey, by way of complaint against the defendants says:

**THE PARTIES**

1. The plaintiffs are United States Citizens domiciled in the State of New Jersey and are residents of [insert] County. They are also the owners of two tracts of undeveloped land in the Township of [insert] which is commonly known as Block \_\_, Lots \_\_ and \_\_, which are identified on the tax map of the Township of [insert].
2. The defendants are, upon information and belief, United States Citizens domiciled in the State of New Jersey and are residents of [insert] County. The defendants reside on property in the Township of [insert] which is commonly known as Block \_\_, Lots \_\_, which is identified on the tax map of the Township of [insert]. The defendants= property where their residence is located abuts lot [insert] which is owned by the plaintiffs.
3. On or about [insert date], the plaintiffs purchased lots [insert] and [insert] as aforesaid with the intent of [describe use for lots/property). Said use was not, in any way, fashion, or form, to constitute a use for the public or a use for commercial purposes.

4. After discovering various encroachments by defendants, on or about [insert] plaintiffs filed a verified complaint with this court complaining of trespass and encroachments committed by defendants. That matter was assigned docket number \_\_\_\_\_ ("Doe I").
5. Doe I was settled on [insert date] and the parties therein reduced to writing their consent judgment. A true copy of same is appended hereto as **Exhibit 1**.
6. Subsequent to the settlement of Doe I, compensation was paid to plaintiff in accordance with the consent judgment and new boundary lines were drawn.
7. A new deed and new metes and bounds were recorded with the [insert] County Clerk=s Office. A true copy of said deed is appended hereto a **Exhibit 2**.
8. Following the settlement of Doe I, plaintiffs did not desire to develop their property but instead chose to sell it. Beginning in [insert date], plaintiffs retained [name of realtor] as their realtor and requested that [name of realtor] list their property for sale. Part and parcel with the listing for sale was the placement of "For Sale" signs on their property.
9. Subsequent thereto, defendants erected a wooden fence on property which was subsequently determined to belong to plaintiffs.
10. On or about [insert date], plaintiffs wrote to defendants after discovering the encroaching fence and demanded that defendants remove the fence immediately. Plaintiffs= letter included a sketch which was prepared by a surveyor retained by plaintiffs which clearly showed the extent of the encroachment. Despite plaintiffs= demand for the removal of the fence, defendants have refused to remove it.
11. As a result of defendants= actions, plaintiffs have been damaged.
12. The defendants, despite a demand to abate, remove or correct the conduct and/or action

complained of, have failed to abate, remove, or correct the problems complained of in paragraph 11 of this complaint.

**COUNT ONE - TRESPASS**

13. The plaintiffs repeat the allegations of the prior 13 paragraphs as if they were fully set forth herein.
14. The foregoing actions of the defendants constitute a continuing trespass upon the property of the plaintiffs.
15. As a result of the foregoing trespass, the plaintiffs have been damaged.
16. The actions and/or conduct of the defendants have proximately caused damage to the plaintiffs which includes, but is not limited to, a frustration and interference with the use of the plaintiffs= property.

**COUNT TWO - COMMON LAW EJECTMENT**

17. The plaintiffs repeat the allegations of the prior 17 paragraphs as if they were fully set forth herein.
18. The defendants have no possessory interest, right or entitlement to use or occupy lot 24, which is undeveloped real property owned by the plaintiffs.
19. However, despite having no entitlement or right to use or occupy the plaintiffs property the defendants have done so.
20. The defendants= property and/or debris, which encroaches and trespasses upon the plaintiffs= property, therefore, is subject to ejectment.
21. The actions and/or conduct of the defendants have proximately caused damage to the plaintiffs which includes, but is not limited to, a frustration and interference with the use of the plaintiffs= property.

### **COUNT THREE - UNJUST ENRICHMENT**

22. The plaintiffs repeat the allegations of the prior 22 paragraphs as if they were fully set forth herein.
23. Through the use and occupancy of the plaintiffs= property without their authority or permission, the defendants have been unjustly enriched to the detriment of the plaintiffs.
24. The actions and/or conduct of the defendants have proximately caused damage to the plaintiffs which includes, but is not limited to, a frustration and interference with the use of the plaintiffs= property.

### **COUNT FOUR - NUISANCE**

25. The plaintiffs repeat the allegations of the prior 25 paragraphs as if they were fully set forth herein.
26. The actions and/or conduct of the defendants constitutes a nuisance or an unreasonable interference with the use and enjoyment of the plaintiffs= property.
27. As a result of said nuisance, which was proximately caused by the defendants, the plaintiffs have been damaged.

WHEREFORE, the plaintiffs demand judgment for ejectment and a Court Order which will command the defendants to immediately remove all existing debris and cease encroaching and trespassing upon the plaintiffs= property as well as judgment for damages incurred by the plaintiffs in removing or abating any trespass or encroachment caused by the defendants, counsel fees, and costs of suit as well as any other relief the Court deems is just and necessary.

### **COUNT FIVE**

#### **TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS**

28. The plaintiffs repeat the allegations of the prior 28 paragraphs as if they were fully set forth herein.

29. The actions of defendants constitute a tortious interference with contract in that defendants have erected garbage cans in an effort to bar potential purchasers from viewing and visiting plaintiffs= property.
30. Additionally, defendants= erection of a fence on plaintiffs= property is an encroachment which clearly interferes with the ability of plaintiffs to tender clear title to any prospective purchaser or purchasers.
31. As a result of said action and/or conduct on the part of defendants, plaintiffs have been damaged.

WHEREFORE, the plaintiffs demand judgment for compensatory damages and a Court Order which will command the defendants to immediately remove all existing debris and cease encroaching and trespassing upon the plaintiffs= property as well as judgment for damages, counsel fees, and costs of suit as well as any other relief the Court deems is just and necessary.

JOHN LAWYERS, ESQ.  
Attorneys for plaintiffs

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Dated: March 11, 2020

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, John Lawyer, Esq., is hereby designated as trial counsel in the within matter.

**CERTIFICATION**

Pursuant to Rule 4:5-1, I hereby certify that the matter in controversy is not the subject of any other action pending in any court or a pending arbitration proceeding; and further that no other action or arbitration proceeding is contemplated; and further that there are no other parties who should be joined in this action.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the above statements are willfully false, I am subject to punishment.

JOHN LAWYER, ESQ.  
Attorneys for Plaintiff

Dated: March 11, 2020

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**VERIFICATION**

We JANE DOE and JOHN DOE, do hereby verify that:

We are the plaintiffs in the foregoing Complaint.

The allegations of the Complaint are true to the best of our knowledge, information and belief.

The Complaint is made in truth and in good faith.

To the best of our knowledge and belief, this matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding, nor is any such proceeding contemplated at this time.

To the best of our knowledge and belief, there are no other parties who must be joined in this action.

We certify that the foregoing statements made by us are true. We are aware that if any of the foregoing statements made by us are willfully false, we are subject to punishment.

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Dated: March 11, 2020