IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL TRIAL DIVISION

VINCENT PERAINO	:	
	:	
v.	:	
	:	SEPTEMBER TERM, 199
EAGLES NEST GOLF CLUB, LLC. t/a and/or d/b/a EAGLES NEST GOLF CLUB and MAPLE RIDGE GOLF CLUB	:	NO. 2696

Myrna Field, J. August 7, 2001

OPINION OF THE COURT

Plaintiff, Vincent Peraino, appeals from this court's order dated April 19, 2001, denying his motion for post-trial relief. Plaintiff raised two issues in his motion: the court erred in applying New Jersey law and the court erred in entering a directed verdict in favor of the defendants. For the reasons which follow, the motion was properly denied. Judgment for the defendants as entered on May 7, 2001 should be affirmed.

This case arises from injuries sustained by Vincent Peraino on February 27, 1998, when in the course of his employment with Ponte's Used Auto parts, a salvage yard, he was removing used, broken golf carts from the Eagles Nest Golf Club. While hoisting a golf cart onto a truck , the golf cart's seat fell off the cart, striking Mr. Peraino. After two days of testimony, a directed verdict was granted in favor of the defendant golf club. Plaintiff timely filed his post-trial motion seeking a new trial on two grounds: first, the court erred in applying New Jersey law; second,

even if New Jersey law was properly applied, the court erred in finding as a matter of law that plaintiff's employer was an independent contractor. These arguments will be discussed in turn.

Prior to trial defendant filed a motion in limine requesting the application of New Jersey substantive law to the issue of negligence. In support thereof, defendant noted that under Pennsylvania choice of law principles, the court is to apply the substantive law of the jurisdiction with the most significant contacts to the transaction in which a claim arises. Laconis v. Burlington Count Bridge Comm'n, 400 Pa. Super. 483, 583 A.2d 1218 (1990), *appeal denied* 529 Pa.615, 600 A.2d 532 (1991), and *certiorari dismissed* 503 U.S. 901, 112 S.Ct. 1254, 117 L.Ed.2d 485 (1992). In the instant matter, New Jersey clearly has the most significant contacts: the accident occurred in New Jersey; the defendant's principal place of business is in New Jersey; the plaintiff was employed in New Jersey; and the agreement between plaintiff's employer and defendant for the removal of the golf carts was entered into in New Jersey. The only connection to Pennsylvania is that it was the domicile of the plaintiff. Thus, New Jersey substantive law was properly applied.

Under New Jersey law, a landowner, absent any interference by him, is not responsible for harm which occurs to an employee of an independent contractor in the performance of the work which he was hired to do. Bozza v. Burgener and Huhn, 280 N.J. Super 583, 656 A.2d 49 (1995). The facts established at trial were as follows: thirteen days before the plaintiff's accident, the ownership of the defendant golf club had changed hands. Upon assuming his managerial duties, Charles E. Stone, Jr., the new manager of the golf club, began efforts to clean up the premises. One of the areas which needed attention contained a number of golf carts which were classified as "junk." Mr. Stone contacted Ponte's Used Auto Parts, a salvage yard, to

remove the carts. The deal struck by Mr. Stone and Mr. Pontelandolfo, the owner of Ponte's and plaintiff's employer, was that Ponte's would remove the carts in exchange for the salvage value of the carts. In other words, no money was to be exchanged between the parties.

Plaintiff argues that the absence of a direct monetary exchange precludes the finding that Ponte's was an independent contractor. This argument is without merit. It is undisputed that Ponte's was in the salvage business. They were contacted for that purpose, and they received value in exchange for their work, in the form of the materials salvaged. The mere lack of a currency exchange does not convert plaintiff and his employer into business invitees. Because it was undisputed that the work performed by plaintiff was supervised only by his employer, without interference by any agent of the defendant, the directed verdict was properly entered.

For all of the above reasons, judgment as entered on May 7, 2001, in favor of the defendant, should be affirmed.

By the Court:

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Myrna Field, J.