

ENGL 469: Advanced Nonfiction Writing
Professor Anne Fadiman

By submitting this essay, I attest that it is my own work, completed in accordance with University regulations.—Presca Ahn

Round Up These Characters

by Presca Ahn

“I am not free, I go but under baile.”
-Philip Heywood, 1607

Most of us will not receive the call.

It is probably night. It is probably your brother, your girlfriend, your son. He is probably defiant; she is probably afraid. You probably don't know the details of the crime, if indeed there was one; details will wait until the arraignment in the morning, and you don't care about them now. By now, they've checked her for weapons and put her jewelry in a bag. They've scanned his fingerprints and told him to sign the printout. The police have set bail for the night at a certain amount, and one of two things will happen: you will take the money down to the station, or she will stay in lock-up till morning. At the arraignment court tomorrow, the judge will set a new bail—the amount of money that, between now and the trial, will buy your loved one out of prison.

In all likelihood, it will be an amount you can't afford to pay. In the United States, there is an entire industry built upon this likelihood: the private bail bonds business, integral to the American justice system and illegal elsewhere in the world.

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Anthony Angelillo is one of the most successful bail bondsmen in Connecticut. He is the owner of Connecticut Bail Bonds, an agency based in Hartford. Most people know that Hartford is America's insurance capital. Few know that it's also America's bail bonds capital.

Anthony is a muscular Italian-American with scimitar-shaped sideburns and a manicured goatee. He is extremely attentive to his personal appearance, as befits an aspiring singer, model, and film actor. (He has been an extra in the movies *Surrogates* and *Righteous Kill*, and he writes and performs his own songs.) Anthony's modeling headshot appears in his agency's ad in the Greater New Haven Yellow Pages, an ad that also features a pair of handcuffs and a cascade of jubilant people who have apparently benefited from the advertised service: "Immediate Jail Release."

On the morning we first meet, Anthony is wearing a moss-colored Columbia fleece and flared True Religion jeans. His ginger hair is combed neatly back from his forehead. In his earlobes are small silver hoops studded with genuine diamonds.

"The only thing that might show I'm rich is these earrings," says Anthony, driving through Hartford's Little Puerto Rico, where many of his customers live. "You don't want clients to see you're better off than them." Once a kid from the projects of New Britain, Anthony now makes a six-figure salary.

By nature of the bail bonds business, Anthony's clients are almost always poorer than he is. A bail bond is the amount that a defendant must pay the court in order to win pre-trial release. Bail can range from \$100 to \$10,000,000. There are guidelines in place for judges setting bail—this is particularly true in federal courts—but judges also have discretion to set amounts as they see fit. For example, a judge may set a particularly high bail for a defendant deemed a flight risk, or a possible threat to the community.

Bail bonds are the existing compromise between two opposed values: the defendant's right to pre-trial freedom (people are innocent until proven guilty) and the enforcement of judicial process (people won't show up to court unless they must). Defendants who do post bail

can go home to their families, return to work, and prepare for trial outside of prison; defendants who can't post bail remain inside.

This is where Anthony comes in. Anthony is licensed by the state to bond people out of prison when they can't post bail themselves. For every bond he writes, Anthony charges the client a non-refundable fee: 7% of the total bail amount. In return, Anthony becomes the client's "surety"; practically speaking, this means that he writes the court a check for the client's full bail. The court tears up the check when the defendant, Anthony's client, shows up at trial. Court dates are a sensitive time for Anthony and his business. If a defendant fails to appear, Anthony loses his money.

The biggest risk in Anthony's business is the chance that a client might "dip," or run out on bail. Anthony tells me that about 10% of his clients miss their court dates, for whatever reason; among these no-shows, only 10%—1% of his client pool—will have actually run away. But it is a costly minority. So when Anthony is deciding whether to take on a client, flight risk is his main concern.

When clients flee, their bondsmen are usually given six months by the court to bring them back. Capture, or "recovery," is the process of tracking down clients who have jumped bail and returning them to custody. Making captures can be tricky; clients who want to disappear may hitchhike, take stolen cars, or get on a Greyhound bus—paths that are hard to trace. But once the location is known, things get easier. Anthony explains, with some satisfaction, that bail bondsmen have more latitude than the police do in bringing in defendants: "Cops don't have a license to kick in their door. We do."

Anthony may legally carry a gun in 33 different states, and he keeps one on his person when he makes a capture. But the gun is not always necessary. The fourth and fifth fingers of

Anthony's right hand have warped knuckles— the remnant of a particularly bad capture a few years back, when Anthony broke his hand on a fugitive client's face.

Anthony has three cell phones. His iPhone, which he favors, goes in the pocket of his fleece zip-up; the other two go in the back right pocket of his jeans or, if he is sitting down, on the dashboard of his car (except to drive, Anthony rarely sits). The first phone, he says, is for business and personal use. The second is mostly for business. The third, with its untraceable number, is the one he uses to catch runaway clients off guard.

He is technically on call for business 24 hours a day, and much of that business involves working the phones. Usually loquacious and excitable, Anthony answers all his business calls in the same muted way. "Bonds," he says neutrally, when the number is unknown. It is a necessary practice; Anthony advertises his services under three different agency names—Connecticut, Value, All-State—and gives slightly different rate quotes for each. Sometimes people seeking bonds will call Anthony three times in succession, under the illusion that they are shopping for a competitive price.

There is usually more crime in hard economic times, but business has not improved for Anthony during the recession. "Crime goes up, sure, but people don't have the money to pay," says Anthony. "Plus the jails are flooded and the judges see that. So they have to lower bonds, because people aren't getting out."

In many ways, bail bonds are a business like any other. Like the selling of insurance or the approval of a bank loan, the posting of a bail bond is a risk assessment game. At least this is how it looks to Anthony, who prides himself on his ability to screen bond applicants. Anthony runs clients' names and social security numbers through government databases to track down past criminal records and addresses. Out-of-state addresses, for example, are undesirable; those

with connections in other states are more likely to run. Also undesirable is a history of failing to appear in court.

But the most important criterion is how much money someone can pay up front. When asked about his business, Anthony likes to exclaim: “Money talks, bullshit walks!”

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Two hours after I first meet Anthony, he decides that we should listen to some of the music he has recorded. It is morning, and we are in Anthony’s SmartCar, which he says he prefers to his other cars. (He intimates that he has several, and that they are expensive.) The SmartCar is parked halfway down the street from Hartford’s criminal courthouse. Now and then, one of Anthony’s employees, a young man named Eric, will walk by the car, stare through the window at me, and walk on.

Anthony’s close-set eyes have lit up at this opportunity to share. He eagerly connects his iPhone to the car speakers. “I’ve written songs in twenty minutes, just written them on the fly,” he says. “I just get these musical urges.” As he scrolls through his list of music, Anthony tells me he usually sings and plays all the instruments on his songs, and that he is equally comfortable in pop, hip-hop, Latin ballad, and R&B. Later, he will tell me earnestly that he hears music “differently than other people,” that music, for him, triggers strong memories.

The first bars of a highly synthesized pop song fill the car. Then the vocal track begins; I hear Anthony’s febrile tenor voice singing to a woman about various sexual acts he will perform upon her. Anthony starts bopping his head: “If you really listened to this on headphones, you’d shit a brick,” he informs me. There’s a lot going on.” Subtly at first, but with increasing vigor, Anthony begins to sing along with the sound of his own voice. He leans enthusiastically into a lyric that says, among other things, that “no means yes.”

“This next one is a hard note to sing,” he tells me, and then, closing his eyes, begins to belt. The note indeed seems difficult to sing. Anthony’s face contorts in an expression akin to anguish and, as he sustains the note, he saws the air with his hand.

“I’m sorry, I can’t help it,” he says, at a rest. He looks exhilarated.

The song comes to an end, and Anthony queues up another. “This one’s called ‘What About Us.’ The notes I’m about to hit, you’re gonna be like, Shit! The audience always stands for this one, they love it—especially the black crowd. They really appreciate it.” Over the opening chords of “What About Us,” Anthony informs me that he has performed at Foxwoods, the Connecticut casino complex.

Unexpectedly, however, the music fades out. Now aside from the ring of the iPhone coming through the speakers, the car is silent. An unknown number appears on the screen.

“Here’s a bond phone call,” Anthony says, noting the Connecticut area code. He unplugs the iPhone from the car, but turns on the speakerphone for my benefit.

“Bonds.”

It is a woman from Little Cheshire, and she is calling about her son. His bail, she says, is set at \$75,000. She speaks with an accent, and her voice is trembling. Anthony tells her it is all right if she wants to speak in Spanish, which he can understand; he responds in a mixture of English and Spanish.

“*Donde está* birth certificate?” he asks.

“*Aquí.* New Britain.”

“How much you got? 1500?”

“*Como?*”

“1500? What do you have?”

“Como?”

“How much money do you have?”

She becomes confused, and he concludes the phone call by taking down her number and telling her that his associate will call her back. He hangs up. Later Eric drops by, and Anthony rolls down the window to hear the news: “She only got 400.” This means that the mother has only \$400 towards the \$5,250 fee—7% of the \$75,000 bond—that Anthony would require. Even if Anthony let her pay in installments, as he occasionally allows, she would be a risky bet. The mother calls back twice that afternoon, but both times, Anthony lets the phone go unanswered.

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For Anthony, going to work rarely means going to his office, a small white house with a plastic “CT Bail Bonds” banner strung up on the side. Most working days begin at the courthouse—or rather, at the courthouse doors.

That’s where he parks his car on this Thursday morning. From a battered cardboard box he keeps in the trunk, he removes a tall stack of business cards. Then he closes the trunk, and crosses the street towards the building marked “Connecticut Superior Court.” It is 9:45 a.m. The sun shines brightly, and a brisk wind shakes the courthouse flags. Many, many people, often in pairs or groups of three or four, are streaming towards the doors for the morning arraignments. In an hour or two, some of them will need a bondsman’s services.

Two bondsmen are already standing at the doors when Anthony arrives. He knows them both well; they own competing bond agencies, and he sees them here every morning. One, named Mark (Anthony privately calls him the Vulture, because he undercuts Anthony’s bonds), maintains an office over a nearby Dunkin’ Donuts. The other, named Edward, owns Advantage

Bonds and Afford-a-Bail. Edward is also Anthony's older, handsomer brother, who introduced him to the bond business ten years ago. These days, they don't get along.

Mark and Edward, like Anthony, spend the first part of each morning distributing business cards five feet from the courthouse door. Every time someone nears the entrance, the three of them lean in, flourishing their cards in front of the entrant's face. Most people take the cards without a word, their lips pursed. Some resist. A young woman with dyed cranberry hair recoils from the bondsmen's hands: "Nooo, no cards. I got so many at home," she says. She pulls her chin further into the neck of her jacket, and runs through the door.

At around ten, a haggard white-haired woman in a shapeless sweatshirt accepts the cards amicably, and hangs back for a moment to chat.

"You 3-D Bonds?" she asks Mark.

"Do you want me to be?" he asks.

"I gotta get my daughter out," she says.

Anthony, who has been standing a little apart, looks up. "She get arrested last night?" he asks politely, moving closer.

The business card gauntlet is a frequent ritual. Cards are the fastest, cheapest way for these bondsmen to advertise their services. "I hand out about 10,000 business cards a month in front of the courthouse, bodegas, anywhere," Anthony says. "A lot of the time, things happen hand to hand." Anthony keeps a bottle of Purell in his car, and uses it religiously.

Distributing cards also gives Anthony face time with potential clients. He insists that it makes all the difference: "Everyone knows a bondsman these days. It's not seven degrees of separation anymore, it's more like two."

Anthony is constantly thinking about himself as a brand. At one point, he takes off his fleece to reveal the company shirt he is wearing underneath, one he designed himself. It is a trendy-looking chocolate-brown bowling shirt, with white script on the chest that reads: *Anthonye*. He says he added the extra *e* when he began to suspect that other bondsmen were trying to pass themselves off as him. “My name is all over the correctional facility,” Anthony boasts, describing his reputation in the inmate community. “This way, I stand out.” He adds that *Anthonye* is also his stage name.

Every few minutes, someone shows up whom Anthony seems to know well. Two young men in oversized basketball jerseys pound fists with “Tony” and tell him they’ll call him soon. A middle-aged woman passes with two small children, whom she releases long enough to throw her arms around Anthony’s neck. She exclaims, “Anthony!” and he kisses her on the cheek and greets her kids.

I ask Anthony whether he has a lot of repeat customers. He says, “It’s a vicious cycle, nonstop. I see the same faces all the time.”

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Although the slow rise of the commercial bail bond industry gained momentum in the late 1800s, the earliest mention of Anthony Angelillo’s profession comes to us from the early twentieth century. The *Oxford English Dictionary* has traced the first recorded instance of the term “bail bondsman” to a sentence in the 1911 novel *Susan Lenox*: “I gave Sallie and that little Jew girl who’s her side partner ten for the bail bondsman.” In the dictionary, the entry is marked with a “U.S.” designation, indicating that “bail bondsman” is a word specific to the United States.

The commercial bail bonds industry is a case of American exceptionalism. Here is the Eighth Amendment: “Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted.” It is an amendment nearly identical to one found in seventeenth century English common law. In medieval England, when magistrates rode circuit, sheriffs released prisoners into the custody of friends or neighbors who would guarantee the defendants’ appearance at trial. Originally, if the defendant ran away, the guarantor was thrown into prison instead. Eventually, monetary bonds took the place of physical ones; a forfeitable amount of money became the price of freedom—a policy that would have special appeal in the context of American capitalism.

Modern England, unlike America, has no commercial bail bondsmen. In the U.K., the accused are usually released on their own “recognizance,” which means that they go free in exchange for a binding promise to appear at a later date. If they run away, state employees are responsible for finding them. Indeed, among common law countries, only the U.S. and the Philippines place responsibility for criminal defendants in the hands of private agents. Different countries take different approaches to pretrial release, but most, like the U.K., depend on a recognizance system. Sometimes failure to appear in court is treated as a crime. Even in the cases where money is involved, it takes the form of a fully refundable deposit made to the court (not to a private third party) or a fine (also payable to the court) that is applied only for non-appearance. Non-refundable fees paid to private agents are not a feature of other countries’ justice systems.

The American bail bonds industry is, in the words of legal scholar F.E. Devine, a “worldwide object lesson in what to avoid.” In *Commercial Bail Bonding: A Comparison of Common Law Alternatives*, Devine observes that “many countries sharing with the United States the common law heritage have obstructed the development of compensated bail bonding by

measures up to making it a criminal activity. Some of these have done so with the U.S. example quite explicitly in mind.”ⁱ

Even four American states have condemned the commercial bail bond system. Anthony’s profession is illegal in Illinois, Kentucky, Oregon and Wisconsin. In Wisconsin, people can become sureties for bail (that is, take financial responsibility for someone’s court appearance) but may not accept compensation for doing so; it is illegal to offer bail services, except in the case of automobile associations, which may offer bail services up to \$200 for members’ vehicle infractions. This exception also applies in Kentucky, where receiving compensation for bail is a Class A misdemeanor for first time offenders and a Class D felony after that. The state of Oregon forbids all bail sureties, period; it allows only deposit bonds or recognizance. Illinois, like Kentucky, has a state-run bail bond system; while the accused still pay a non-refundable percentage fee, they pay it to the state.

All bondsmen have heard of the 1872 case *Taylor v. Taintor*, even if they don’t know the actual decision. *Taylor* determined that a defendant’s bondsman was still responsible for the defendant’s non-appearance, even if the reason for non-appearance was that the defendant had gone to another state, committed a crime, and subsequently been imprisoned there. For the past 136 years, however, judges have taken part of the *Taylor* opinion as a precedent for granting extraordinary powers to bondsmen. Of bondsmen’s authority over a client, the opinion states,

Their dominion is a continuance of the original imprisonment. Whenever they choose to do so, they may seize him and deliver him up in their discharge; and if that cannot be done at once, they may imprison him until it can be done. They may exercise their rights in person or by agent. They may pursue him into another State; may arrest him on the Sabbath; and if necessary, may break and enter his house for that purpose. The seizure is not made by virtue of new process. None is needed. It is likened to the rearrest by the sheriff of an escaping prisoner.... “The bail have their principal on a string, and may pull the string whenever they please.”ⁱⁱ

In fairly bald terms, the opinion says that bail bondsmen (or the bounty hunters they employ) may seize defendants at any time or place, with force if necessary, and without a warrant.

Bondsmen have their clients, says the opinion, “on a string.”

There are 14,500 bondsmen in the United States, and about 600 of them are licensed in Connecticut. That’s 4%—a surprising proportion, considering that Connecticut is home to only 1% of the total population. The number is bad news for Anthony. He tells me the competition in Connecticut is such that bondsmen have taken to illegally undercutting each other’s bonds. The pressure to undercharge is high, although Connecticut already has a relatively low percentage set for bail bond premiums. Bondsmen in California charge defendants a 10% fee on the total bail; New York 15%. In Connecticut, the rate is 7%.

The set rate is one that, in theory, protects defendants. But it also has less attractive implications, ones that have been articulated by Adam Liptak in the *New York Times*: “Since bond companies do not compete on price, they have every incentive to collude with lawyers, jail officials and even judges to make sure that bail is high and that attractive clients are funneled to them.”ⁱⁱⁱ

Anthony hints at this collusion in our interviews, although he refuses to be specific. He talks vaguely about how his work is about “connects,” that on occasion people have to “grease palms,” that it’s all about “who you know.” I do not really understand these hints until I am standing on Lafayette Street with Anthony and a middle-aged man with a briefcase stops on the pavement in front of us. Wordlessly, he slips Anthony some money, which Anthony quickly pockets. They exchange hushed pleasantries. Then the man slips Anthony something else that I cannot immediately see, and walks away down the street. Afterward, Anthony shows me what he

has in his hand: business cards, from a local lawyer with whom he has a special relationship. The people who ask Anthony for bail bonds usually need legal representation as well.

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On the second floor of the Hartford courthouse, the lobby outside Arraignment Court B is filled with potential clients. The octagonal bench in the middle of the lobby sits beneath an aperture into the floor above—the third floor, where, according to Anthony, arraignments for “really serious stuff” take place.

The octagonal bench is densely crowded, as are the straight benches that border the room. The people are the relatives, spouses, lovers, friends, and children of Hartford’s recently arrested. A placard posted near the pre-trial dockets reads, “SHORTS AND TANK TOPS ARE PROHIBITED” and then, in smaller type, “PER ORDER OF THE COURT.” But everyone is wearing coats and jackets today. Children in parkas run around the room. Couples lean against each other. An assorted group of women just outside Arraignment Room B are chewing gum and arguing good-naturedly, as if they are old friends. All around, people cross and re-cross the lobby floor, holding cell phones to their ears.

Amid the hubbub, Anthony is talking up a young woman wearing blue feather earrings. On the bench behind him sits a battered metal briefcase that bears the words “Connecticut Bail Bonds” in stickered letters. Two older women fall into conversation with Anthony and the young woman. Soon, they are all smiling and talking. Anthony pulls out his iPhone and shows them his music headshots, which they admire. Now and then he throws back his head and lets out a wheezing giggle.

As it happens, the woman with blue feather earrings has a boyfriend due up for arraignment this morning. He was arrested on drug charges the day before, and she will need a bondsman to get him out.

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A bail bond contract is a simple document, much simpler than a tax form. At the top of the contract is a space for the bond amount, followed by a space for your name. The form asks your marital status, employment info, date of birth, social, dependents, and previous addresses. It also asks for your arrest history, the color of your eyes, and whether or not you have a twin. It will help your application if you can provide the names of some references—family members, friends, or others. Among these, you will choose at least one to be your “co-signer,” who may be responsible for paying Anthony if you jump bail.

Anthony turns over the application to show me the fine print on the back. It is a page of small, densely packed type, with space at the bottom for the applicant’s signature and the signature of the co-signers. “Read that,” he says. My eye travels over the words.

The Indemntor(s) will pay any collection costs(s)... of apprehension of Defendant should he forfeit his/her bail bond(s), including but not limited to Bail Enforcement, private investigators, confidential informants, travel... I hereby waive any and all rights I may have under Title 29 Privacy Act-Freedom of Information Act... I consent to and authorize The Company, and/or its Agent, to obtain any and all private or public information and/or records concerning... medical records, school records, workers compensation record, employment records.

Anthony thumps the paper with his index finger. “If you see that, and you sign it, and your co-signers sign it? I own you,” he says. “That’s big.” He giggles. “That’s great!”

When he describes his clients, Anthony vacillates wildly between tenderness and scorn. “That’s a shame,” he says at one point, seeing an extremely thin young woman shuffle by. “Look at how outdated she is, the way she’s dressed. And she’s on so many drugs she can barely walk.” A little later, he points out a young man in a Bears jacket who is leaning against a BMW. “Crack

and heroin dealer,” he says with distaste. “Look at that. A \$90,000 vehicle and he lives in the projects.”

Most of Anthony’s clients are Hispanic, and some are black; now and then he works with whites (“really trailer”) and Asians (“usually Vietnamese... you know, riff raff”). His experience has led him to various certainties. For example: “They don’t care about anybody. There was this guy whose mother put up her house. They trashed the house because they knew they were losing it. So I’m wary of Jamaicans.” And: “Hispanics grow big balls when they drink, but whites cause the most trouble.” And: “Women are harder to find because they can shack up with any guy.”

Anthony sees himself as an honorable man, so he finds it hard not to take it personally when clients dip. Anthony remembers a client named Elliott B. who, as he sees it, betrayed his trust. Soon after Elliott failed to appear in court and subsequently disappeared, Anthony was with one of Elliott’s friends. The friend happened to receive a call from an unknown number. “Who’s that?” Anthony asked. But the friend wouldn’t say. Anthony remembered the digits (he has an excellent memory), and traced the call to the New York shelter where Elliot was hiding out. Anthony describes his conversation with Elliott in the hour after the capture: “I was hauling him back over the state line, and I was like, ‘All this to find your dumb ass. I have half a mind to pull this car over and fuck you up.’”

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In Hartford, the Connecticut Superior Court stands at 101 Lafayette Street. The United States District Court stands at 450 Main. The distance between the two courthouses would take Anthony two minutes by SmartCar. But Anthony does business at the state court on Lafayette Street, not at the federal courthouse two minutes away.

The reason is that state courts rely more heavily on bail bonds. In 2004, the Justice Department published a study about the rise in the use of bail bonds at the state level. The report said, “Beginning in 1998, financial pre-trial releases, requiring the posting of bail, were more prevalent than non-financial releases. This increase in the use of financial releases was mostly the result of a decrease in the use of release on recognizance (ROR), coupled with an increase in the use of commercial surety bonds. Among defendants detained until case disposition, 1 in 6 had been denied bail and 5 in 6 had bail set with financial conditions required for release that were not met. The higher the bail amount set, the lower the probability of release.”

During the same period, however, bail bonds were falling out of favor in the federal courts. In June of 2007, the House Subcommittee on Crime, Terrorism, and Homeland Security met for a hearing on House Resolution 2286, the bipartisan “Bail Bond Fairness Act,” which never ended up becoming law.^{iv}

The bill was a response to the decline in bail bonds at the federal level, a decline attributed to the fact that federal judges were setting bail conditions in addition to mere physical appearance. In federal courts, H.R. 2286 stated, “Where once the bail agent was simply ensuring the defendant’s physical presence, the bail agent now must guarantee the defendant’s general good behavior... the risk for the bail agent has greatly increased.” It was to bondsmen like Anthony that the bill’s “Fairness” was supposed to apply. It wasn’t fair, the bill said, that bondsmen were being shut out of federal courts, that federal courts were asking bondsmen to act as baby-sitters. As the hearing progressed, however, it emerged that something more than bondsmen’s risks were at stake.

Statements affirmed that this bill was about bondsmen, yes, but it was also about the interests of the American people. The American people, the bill’s supporters said, deserved a

private bail option. “Surety bonds are... the way to prevent the defendant from becoming the American taxpayers’ problem,” said a representative from Texas. “Who—other than a bail agent—would seek out and return a defendant to court at no cost to a family or a community?” Bail agent Linda Braswell said in her testimony, “It is in society’s interest for private sector surety release to once again be an available means of pretrial release.” A representative from Florida said, “The gist of this bill is that bail bondsmen must guarantee the physical appearance of a defendant in court, and if they do, the bond will not be forfeited. That makes it fair for the defendant and fair for the surety companies, and it is fair for America because it puts two-and-a-half bail bondsmen out there as a sort of private security force to make sure that there is someone looking after them and that these folks appear in court.”

The question of monitoring “these folks” was taken up even more freely in the question and answer session that followed the prepared statements:

Mr. FORBES. How do you monitor, you know, Defendant A if they are out and you are worried about whether they are going to be on drug use or whatever?... I mean, I understand appearance. You can go grab them, you can get them in court, and you can find them. But that is tough enough. How do you monitor those other compliance conditions?

Ms. BRASWELL. You cannot. You cannot. There is no efficient way. The only way that I could tell you—and it is not possible—is you would have to attach yourself to that person 24 hours a day, 7 days a week. That is the only way that I or anyone else could guarantee anyone’s behavior or performance.

And not being wise here or smart-alecky, the truth, in fact, were if I could do that or if you could do that, we would not need to build new jails. We would not need to have judges. We would not need to have new courthouses because, if we could figure out how to do that, we would all have the solution to that problem, and—

Mr. FORBES. Judge, my time is out, and the Chairman needs to move on to another questioner.

Apparently Mr. Forbes did not appreciate the imaginative turn that Ms. Braswell’s testimony had taken. Later, a Representative from California summarized House support for the bill in more tactful terms than Ms. Braswell had employed:

Mr. LUNGREN. I believe that the bail system, having looked at it for 20 or 30 years, works pretty well. It actually is a pretty good system that allows us to have third parties go out and round up these characters if they do not show up for trial, which, otherwise, would be required by our system.

Source Notes

ⁱ Devine, F.E. *Commercial Bail Bonding: A Comparison of Common Law Alternatives*. New York: Praeger, 1991.

ⁱⁱ Taylor v. Taintor. 83 US 366. Supreme Court 1873. Google Scholar.

ⁱⁱⁱ Liptak, Adam. “American Exception. Illegal Globally, Bail for Profit Remains in US.” *New York Times* 29 Jan 2008. newyorktimes.com.

^{iv} U.S. House, Committee on the Judiciary. *The Bail Bond Fairness Act of 2007*, Hearing, June 7, 2007 (H.R. 2286). Washington, DC: Government Printing Office, 2007.