

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FIFTH DISTRICT

JULY TERM 2005

LOIS LOCKLEAR SMITH,

Appellant,

v.

Case No. 5D04-3669

JAMES EARLY LOCKLEAR, SR.,

Appellee.

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Opinion filed July 29, 2005

Appeal from the Circuit Court  
for Orange County,  
Cynthia Z. MacKinnon, Judge.

Thomas R. Allen and Robert Eagan,  
Orlando, for Appellant.

Paul R. Linder, of Griffin & Linder, P.A.,  
Orlando, for Appellee.

PER CURIAM.

We affirm the trial court's determination that the purported agreement between Lois Locklear Smith and her brother, James Early Locklear, Sr., is unenforceable. The agreement lacks consideration. Providing past services rendered without the expectation of compensation is not adequate consideration to support a contract. See Fla. Nat'l Bank & Trust Co. v. Brown, 47 So. 2d 748, 760 (Fla. 1949). Alternatively, an agreement to make a gift is not enforceable against the donor. Brown v. Brown, 501 So. 2d 24, 27 (Fla. 5th DCA 1986). Consequently, "[t]he promisor may change his mind

at will and is likewise free to correct any mistake he might make in effectuating his intention to make a gift and is also free to not do so.” Id. Finally, the agreement lacks sufficient specificity for enforcement. In order to create a contract, it is essential that there exist a reciprocal agreement to certain and definite terms. So long as any essential matters are left open for further consideration, the contract is not complete. Strong & Trowbridge Co. v. H. Baars & Co., 54 So. 92 (Fla. 1910).

AFFIRMED.

PALMER, ORFINGER and TORPY, JJ., concur.