

IN THE DISTRICT COURT OF APPEAL  
FIRST DISTRICT, STATE OF FLORIDA

CLAYTON E. LINKOUS,

Appellant,

v.

NOT FINAL UNTIL TIME EXPIRES TO  
FILE MOTION FOR REHEARING AND  
DISPOSITION THEREOF IF FILED

CASE NO. 1D06-0575

BRENDA J. LINKOUS,

Appellee.

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Opinion filed November 8, 2006.

An appeal from the Circuit Court for Escambia County.

Terry D. Terrell, Judge.

John H. Adams and Charles P. Hoskin of Emmanuel, Sheppard and Condon,  
Pensacola, for Appellant.

Ross A. Keene of Beronet & Keene, Pensacola, for Appellee.

PER CURIAM.

Appellant challenges the trial court's order finding that there was a valid contract between the parties. We affirm the trial court's order as to the validity of the contract, the finding that Appellant breached the contract, and the award of arrearages.

We reverse only the trial court's grant of specific performance. Specific performance is an appropriate remedy only when there is no adequate remedy at law. Castigliano v. O'Connor, 911 So. 2d 145, 148 (Fla. 3d DCA 2005). Because Appellee has an adequate remedy at law through a cause of action for breach of contract, specific performance is not an appropriate remedy in this case. See City of Cocoa v. Sullivan Packing Co., 167 So. 2d 750, 752 (Fla. 2d DCA 1964).

AFFIRMED in part, REVERSED in part, and REMANDED.

BROWNING, C.J., KAHN, and DAVIS, JJ., CONCUR.