

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

WILNER HARTLEY &  
METCALF, P.A., and FARAH &  
FARAH, P.A., and NORWOOD  
S. WILNER,

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

CASE NO. 1D12-504

Appellants,

v.

HOWARD & ASSOCIATES,  
ATTORNEYS AT LAW, P.A.,  
and RICHARD A. DAYNARD,  
ESQ.,

Appellees.

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Opinion filed June 18, 2012.

An appeal from the Circuit Court for Leon County.  
Hon. Kevin Carroll, Judge.

Norwood S. Wilner and Richard J. Lantinberg, The Wilner Firm, Jacksonville, for  
Appellants.

Douglas S. Lyons, Lyons & Farrar, Tallahassee, for Appellees.

PER CURIAM.

At issue in this case, which involves an alleged breach of a services contract  
and related claims, is whether venue is proper in Leon County. We hold that it is

not. Our review of the record establishes that the appellant law firms were required to perform their obligations under the contract in Duval County, Florida, and transmitted the letter repudiating the contract from Duval County, Florida. Thus, Duval County, Florida, is where the claimed causes of action accrued. See § 47.011, Fla. Stat. (2012). We note that the relationship created between the parties was not that of debtor and creditor, and thus the venue rule by which appellee could summon appellant to answer in Leon County does not apply. See RMR Enters., Inc. of S.W.F. v. T.B. Landmark Constr., Inc., 894 So. 2d 1073, 1073-74 (Fla. 1st DCA 2005). Thus, contrary to the trial court's ruling, venue is not proper in Leon County.

REVERSED and REMANDED.

BENTON, C.J., and CLARK and MAKAR, JJ., CONCUR.