

NOT FINAL UNTIL TIME EXPIRES
TO FILE REHEARING MOTION
AND, IF FILED, DISPOSED OF.

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
THIRD DISTRICT
JANUARY TERM, 2004

JERRY GRAY,

**

Appellant,

**

vs.

** CASE NO. 3D03-766

D & J INDUSTRIES, INC.,

** LOWER
TRIBUNAL NO. 98-1040

Appellee.

**

Opinion filed May 19, 2004.

An Appeal from the Circuit Court for Monroe County, Susan
Vernon, Judge.

Wayne Kruer, for appellant.

Charo Bolanos Ruiz, for appellee.

Before GODERICH, FLETCHER, and RAMIREZ, JJ.

PER CURIAM.

The plaintiff, Jerry Gray, appeals from an adverse final
judgment entered in favor of the defendant, D & J Industries, Inc.
We affirm.

The plaintiff contends that the trial court erred by granting the defendant's motion for directed verdict. We disagree.

The construction of a contract is a question of law for the courts to determine where the language used in the written contract is clear, unambiguous, and susceptible of only one interpretation. See Mariner Cay Property Owners Ass'n, Inc. v. Topside Marina, Inc., 714 So. 2d 1130 (Fla. 4th DCA 1998) ("It is a cardinal rule that the construction of all written instruments is a question of law and belongs to the courts, provided 'the language used is clear, plain, certain, undisputed, unambiguous, unequivocal, and not subject to conflicting inferences.'") (quoting Okeelanta Corp. v. Bygrave, 660 So. 2d 743, 747 (Fla. 4th DCA 1995)). Our de novo review of the unambiguous written contract indicates that the trial court's interpretation was accurate. Board of Trustees of the Internal Improvement Trust Fund v. Lost Tree Village Corp., 805 So. 2d 22 (Fla. 4th DCA 2001). Therefore, we affirm the order under review.

The remaining points raised by the appellant lack merit.

Affirmed.