

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT
July Term 2011

WILLIAM BEVINS and **SANDRA BEVINS**,
Appellants,

v.

JOSE ANTUNA and **JUAN ANTUNA, ALLIED MARINE GROUP, INC.**, a
Florida corporation, **SEAN FENNIMAN**, an individual, and **DAVID
GENNETT**, an individual,
Appellees.

Nos. 4D10-1250 and 4D10-2511

[September 7, 2011]

PER CURIAM.

William Bevins and Sandra Bevins, the would-be sellers in a contract for the sale of a yacht, appeal a summary judgment order and subsequent amended final judgment awarding the would-be buyers, Jose Antuna and Juan Antuna, money damages consisting of \$45,000 plus prejudgment interest. While we affirm the trial court's summary judgment order in its entirety, we reverse the amended final judgment to the extent that it permits the Antunas to recover "the principal sum of \$45,000" from the Bevins rather than from Allied Marine Group, Inc., which according to the summary judgment order served as the escrow agent in the transaction and continues to hold the funds. We agree, however, that the Antunas should recover from the Bevins the accrued prejudgment interest on their escrow deposit from the date the funds should have been returned to them. *See Am. Linens, Inc. v. Venmall Int'l Grp.*, 645 So. 2d 1059, 1060 (Fla. 3d DCA 1994). We affirm all remaining issues raised on appeal and cross-appeal without further discussion.

Affirmed in part, reversed in part, and remanded for further proceedings consistent with this opinion.

DAMOORGIAN, CIKLIN and LEVINE, JJ., concur.

* * *

Consolidated appeals from the Circuit Court for the Nineteenth

Judicial Circuit, Martin County; Elizabeth A. Metzger, Judge; L.T. Case No. 06-314-CA.

Scott A. Wagner, A. Benjamin Chiriboga and Michael T. Moore of Moore & Company, P.A., Miami, for appellants.

Roberto M. Vargas of Jones, Foster, Johnston & Stubbs, P.A., West Palm Beach, for appellees Jose Antuna and Juan Antuna.

Not final until disposition of timely filed motion for rehearing.