

Third District Court of Appeal

State of Florida

Opinion filed November 1, 2017.
Not final until disposition of timely filed motion for rehearing.

No. 3D16-1944
Lower Tribunal No. 15-6853

Joseph Klock,
Appellant,

vs.

Mario Capone,
Appellee.

An Appeal from the Circuit Court for Miami-Dade County, Antonio Arzola,
Judge.

Rasco Klock Perez Nieto and Joseph P. Klock, Jr. and Susan E. Klock, for
appellant.

The Fischman Law Firm, P.A. and Bruce D. Fischman, for appellee.

Before LAGOA, EMAS and SCALES, JJ.

PER CURIAM.

Affirmed. See § 68.065(6), Fla. Stat. (2015) (providing: “After commencement of the action but before the hearing, the maker or drawer may tender to the payee, as satisfaction of the claim, an amount of money equal to the sum of the payment instrument, the service charge, court costs, and incurred bank fees”) (emphasis added); United Auto. Ins. Co. v. Salgado, 22 So. 3d 594, 600 (Fla. 3d DCA 2009) (observing: “‘The starting point for [the] interpretation of a statute is always its language,’ so that ‘courts must presume that a legislature says in a statute what it means and means in a statute what it says there’”) (quoting Vargas v Enter. Leasing Co., 993 So. 2d 614, 618 (Fla. 4th DCA 2008) (additional citations omitted)). See also Clegg v. Chipola Aviation, Inc., 458 So. 2d 1186, 1187-88 (Fla. 4th DCA 1984) (holding that oral contract by which defendant agreed to pay plaintiff in exchange for plaintiff’s agreement to provide air charter service to a third party was not a promise to answer for the debt of another and thus fell outside the purview of the Statute of Frauds); Larnel Builders, Inc. v. U.S. Concrete Pipe Co., 117 So. 2d 438 (Fla. 3d DCA 1960).