

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

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
THIRD DISTRICT
JULY TERM, A.D. 2004

S&J ENTERPRISES OF FT.
LAUDERDALE, INC.,

Appellant,

vs.

ARCHER-EDWARDS CORPORATION,

Appellee.

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** CASE NO. 3D04-1095

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** LOWER TRIBUNAL
CASE NO. 04-1235

**

Opinion filed November 24, 2004.

An Appeal from the Circuit Court for Miami-Dade County,
Stuart M. Simons, Judge.

Shutts & Bowen and Joseph M. Goldstein and Temple F. Kearns
(Ft. Lauderdale), for appellant.

Welbaum Guernsey Hingston Greenleaf Gregory Black & Rune
and Robert A. Hingston, for appellee.

Before GREEN, FLETCHER and RAMIREZ, JJ.

PER CURIAM.

This appeal arises from a dispute by both parties to a
design-build contract, each party claiming that the other

breached the terms of their agreement. The arbitrator found that Archer-Edwards Corporation breached the contract, based on which the arbitrator awarded certain damages to S&J Enterprises of Fort Lauderdale, Inc. The complete arbitration award was subsequently vacated by the lower court at Archer-Edward's request.

After fully reviewing the arbitration award, we reverse the trial court's ruling with regard to the issue of liability, but affirm on the issue of damages. The trial court is directed to return the case to the arbitrator to determine the measure of damages and for a complete calculation of such damages.

Affirmed in part, reversed in part, and remanded with instructions.