State of Florida v. Alfred J. Wagner

CHIEF JUSTICE: WE APPRECIATE YOUR BEING READY TO GO. STATE VERSUS WAGNER. IF YOU ARE READY TO PROCEED, YOU MAY PROCEED.

THANK YOU. MAY IT PLEASE THE COURT. I AM TOM DUFFY ON BEHALF THE STATE, AND WE ARE HERE BECAUSE OF THE LOWER COURT'S HOLDINGS WHICH IGNORES THE RATIONALE OF WHY SIGNED DOCKET ENTRIES OR CLERK'S MINUTES ARE NOT ORDERS, FOR PURPOSES OF MEASURING THE TIME FOR FILING A NOTICE OF APPEAL.

DOESN'T THE APPELLATE RULE NOT ONLY SUPPORT YOU BUT SORT OF END THE INQUIRY? IT QEMENTS.

IS THAT CERTAINLY A BIG -- IT QEMENTS.

THAT IS CERTAINLY A BIG -- IT EXEMPTING.

THAT IS CERTAINLY A BIG PART OF MY PRESENTATION. I CERTAINLY DEGREE, JUSTICE PARIENTE. THE FLORIDA RULES OF CIVIL PROCEDURE WERE IGNORED, WHICH SAYS THAT SIGNED MINUTE BOOKS ARE NOT ORDERS. THE FIFTH DCA HELD THAT SIGNED MINUTE BOOKS WERE ORDERS AND CERTAINLY THERE IS A CONFLICT WITH THE RULE. WE ALSO THINK THAT THERE IS A CONFLICT WITH EMPLOYERS FIRING CASUALTY COMPANY VERSUS CONTINENTAL INSURANCE.

REALLY, IN THIS CASE, ONE OF THE, THE CONFUSION HERE THAT HAS ARISEN, IS BECAUSE THE JUDGE SAYS, IN OPEN COURT, THAT I AM ENTERING THIS ORDER FOR THIS MAN'S IMMEDIATE RELEASE, AND SO HOW DO YOU GET AROUND THE FACT THAT HE, IN FACT, SAYS THAT HE IS ENTERING AN ORDER FOR HIS RELEASE?

BECAUSE WHAT HE SAID WAS I AM ENTERING AN ORDER, BUT HE ALSO SAID TO THE STATE OR TO THE DEFENSE, RATHER, YOU PREPARE AN ORDER AND I WILL SIGN, IT AND THE STATE ATTORNEY ASKS WHEN AM I GOING TO GET A COPY OF THAT, BECAUSE I NEED TO KNOW WHEN MY APPEAL TIME RUNS FROM, FROM WHEN I HAVE TO GET MY PETITION FOR IN CERTIORARI DONE, AND THE JUDGE SAYS WHAT WE ARE GOING TO DO IS WHAT WE DO IN CIVIL CASES. HE IS GOING TO DRAFT AN ORDER. YOU ARE GOING TO HAVE A CHANCE TO LOOK AT IT, AND IF YOU CAN'T AGREE, WE ARE GOING TO HAVE A HEARING, AND THAT, THE INITIAL HEARING ON THIS IS THE 23d OF JANUARY. TRIAL COURT, AT THAT POINT, SAID, WHEN I GET THIS ORDER BACK FROM, AND YOU ALL AGREE ON IT, I AM GOING TO RENDER THE ORDER AT THAT TIME, AND RENDITION IS THE DATE FROM WHICH THE ORDER RUNS.

WELL, ARE YOU GOING TO, ARE YOU ESPOUSEING A CASE-BY-CASE ANALYSIS? IN OTHER WORDS IN THIS CASE, IF THE JUDGE, WHAT IF THE JUDGE SAID, WELL, WHEN THE INQUIRY WAS MADE, ABOUT AN ORDER, TO SAY, WELL, I AM SIGNING THIS MINUTE BOOK AND THIS IS MY ORDER?

IF THAT WERE THE CASE, AND NOTHING ELSE HAPPENED, THEN THAT WOULD BE THE ONLY THING THAT WE WOULD HAVE TO GO FROM, BUT I THINK YOU CAN FAIRLY ARGUE --

WOULDN'T IT BE BETTER FOR EVERYONE CONCERNED TO SAY, LOOK, I HAVE WRITTEN, THE RULES SAY NOT MINUTES AND WE NEED WRITTEN ORDERS. THAT IS WHEN APPEALS TIMES START AND NOT TRY TO LOOK AT WHAT THE JUDGE SAYS IN THE COLLOQUY FOR EACH CASE, FOR SOME, YOU

KNOW, ON EITHER SIDE, DEFENSE, YOU KNOW, TO TRY TO FIGURE OUT WHETHER IT IS RUNNING OR NOT. I MEAN, WE DON'T WANT TO CREATE TRAPS, DO WE?

NO, AND THAT IS, WHAT THE PART OF I AM EMPLOYERS FIRE THAT WE RELY ON, THAT WAS THEIR HOLDING THERE.

WHAT DO YOU DO, WHEN THE JUDGE SAYS, HEY, I HAVE SIGNED THE MINUTES, AND THAT IS ALL I AM GOING TO GIVE YOU. THAT IS ALL I AM GOING TO DO. THAT'S IT?

I THINK YOU WOULD HAVE TO MANDAMUS HIM TO SIGN AN ORDER. THAT WOULD BE MY, HE HAS ADMINISTERIAL DUTY AT SOME POINT, TO SIGN AN ORDER THAT YOU BRING TO HIM AND SAY, JUDGE, UNDER EMPLOYERS FIRE AND UNDER RULE 92120 SUBSECTION F, WE CAN'T PROCEED UNTIL YOU END YOUR JUDICIAL LABOR. YOUR JUDICIAL LABOR ISN'T ENDED UNTIL YOU SIGN WHAT IS AN ORDER. ASSIGNED MINUTE BOOK IS NOT ENOUGH.

BUT YOU ARE POINTING HERE TO BOTH THE RULE, CONDITIONS OF 9 RULE AND THE FAX.

AND THE FACTS -- CONDITIONS OF THE RULE AND THE FACTS.

AND THE FACTS.

THAT SEEMS TO BE YOUR POSITION.

WHAT THE FIFTH DCA SEEMED TO DO HERE WAS CREATE A DOCUMENT THAT WAS IN RENDITION. EVERYBODY AGREED THAT THIS SIGNED DOCKET SHEET WAS NOT TO BE THE FINAL ORDER, THAT THE FINAL ORDER WAS TO COME, AND THAT THE APPEAL TIME WOULD RUN FROM THE ENTRY, THE RENDITION OF THIS FINAL ORDER. AND THE FIFTH DCA SAID, IN KIND OF THE LAST SENTENCE OF THE OPINION, WELL, THEY MADE A GOOD FAITH MISTAKE, BUT THAT IS REALLY UNWORKABLE DOCTRINE. HOW ARE PEOPLE TO NECESSARILY TO KNOW, WHEN A COURT, IN THIS CASE THE COURT SIGNED THE ORDER AND SAID HE WAS SIGNING THE, SAID HE WAS SIGNING THE DOCKET SHEET, BUT WOULDN'T NECESSARILY, UNDER THE HOLDING IN WAGNER, HAVE TO! THE COURT COULD GO BACK LATER AND SIGN THE DOCKET SHEET AND ENTER IT. NO ONE WOULD KNOW.

THE ORDER, REALLY, THAT HE SIGNED, THE JUDGE HAD ORDERED THE DEFENDANT TO MEAD RELEASE.

YEAH. THIS IS WHAT HE SIGNED RIGHT HERE.

SO IT IS REALLY A PROVISIONALORDER THAT WANTS THE GUY RELEASED, PENNED -- A PROVISIONAL ORDER THAT WANTS THE GUY RELEASED, PENDING --

RIGHT. HE WAS IN SEMINOLE COUNTY JAIL IS WHAT I UNDERSTAND.

YOU DON'T WANT HIM IN THERE FOR THREE MONTHS WHILE YOU FIGURE OUT --

WHILE WE MESS AROUND WITH THIS, AND HE SAID THAT HIS INCARCERATION HAD BEEN AND WAS ILLEGAL, AT THE TIME THAT THE JIMMY RYCE PROCEEDINGS WERE INSTITUTED. I THINK THAT WHAT HE IS DOING HERE BY SIGNING THIS, I THINK HE IS COVERING FOR THE SITUATION. HE HAS ORERRED THE GUY ORALLY RELEASE -- ORDERED THE GUY ORALLY RELEASED. IF THE GUY GETS BACK OUT TO THE SEMINOLE COUNTY JAIL AND SOMEBODY SAYS, WELL, I AM NOT RELEASING HIM UNTIL --

I CAN'T BELIEVE THEY WOULD RELEASE SOMEBODY WITHOUT, THE JUDGE BACK THERE JUST SAID I WAS RELEASED.

I ASSUME THAT HIS LAWYER WOULD BE THERE, TOO, TO PRESS FOR THIS, BUT IN CASE --

AGAIN, JUST, THIS IS REALLY A FRIENDLY QUESTION, THAT THEY ARE GOING, ANY FACILITY IS GOING TO LET SOMEONE BE RELEASED WITHOUT SOMETHING SIGNED BY THE JUDGE.

YEAH. THAT PEOPLE CAN'T GO IN AND SAY, WELL, AT DOCKET SOUNDING TODAY THEY RELEASED ME.

THE LAST CASE YOU HEARD, THEY WANT HIM TO STAY MORE THAN, YOU KNOW, SO I THINK THAT --

RIGHT. BUT I THINK THIS WAS JUST IN CASE THEY CALLED THE CLERK'S OFFICE, THEY WOULD SAY, YEAH, THE CLERKS KNOW. HE WAS LIKE A TESTING TO THE CLERK'S NOTES, KIND OF LIKE SIGNING YOUR SCORE CARD WHEN YOU ARE PLAYING GOLF. YEAH. THESE ARE THE STROKES I MADE TODAY.

THIS CASE WOULD BE MUCH DIFFERENT WHEN, INSTEAD OF SIGNING AN OPEN COURT MINUTES FORM, THE JUDGE HAD SIGNED A FORM ORDER FORM THAT SAYS BASICALLY, EVERYTHING THAT THE JUDGE WROTE DOWN IN THE COURT MINUTES FORM, EXCEPT FOR THE LAST SENTENCE THAT SAYS ATTORNEY TO PREPARE AN ORDER. EXCEPT FOR THAT, IF HE HAD JUST WRITTEN THE SAME THING IN A FORM ORDER, THEN WOULD WE HAVE AN ORDER AT THAT POINT THAT IS APPEALABLE?

PROBABLY YES. IF YEAH. ONCE IT IS RENDERED A WRITTEN ORDER THERE. NOW, IF, I THINK IF, UNDER THE, FOR FAIRNESS SAKE, IF HE SAID TO THE PARTIES, THIS ISN'T A FINAL ORDER. THIS IS JUST A PROVISIONAL ORDER. I WANT YOU TO DRAFT ME UP SOMETHING, SO THAT I CAN MAKE FOR APPELLATE REVIEW, WHICH WAS PART OF THE RATIONALE OF EMPLOYERS FIRE. PART OF THE RATIONALE FOR THAT HOLDING WAS THAT ORDERS THAT ARE WRITTEN ARE MORE REVIEWABLE.

HOW IS THAT GOING TO MAKE THAT DISTINCTION? I MEAN, IF HE WRITES A FORM ORDER AND THE TOP OF THE FORM SAYS ORDER, AND THE COURT SAYS DEFENDANT TO BE RELEASED IMMEDIATELY, AND HE SIGNS IT, AND HE SAYS COPE SERVED ON COUNSEL, HOW -- COPY SERVED ON COUNSEL, HOW IS THAT NOT A REVIEWABLE ORDER?

IT POSSIBLY WOULD BE. I THINK IT PROBABLY WOULD BE.

HOW CAN IT POSSIBLY NOT BE?

IF, I HAVE ADD ADD DIFFERENT, EXCUSE ME FOR TAKING LIBERTIES WITH YOUR HYPO, BUT I HAVE ADDED A DIFFERENT FACT. IF HE SAID, NOW, THIS ISN'T FINAL, I THINK, AND THAT WAS THE COMMON UNDERSTANDING OF THE PARTIES, THAT THATED BE THE CASE -- THAT THAT WOULD BE THE CASE. I THINK IF HE SAYS THAT THIS IS A FINAL ORDER, GIVE ME THAT PIECE OF PAPER, I AM WRITING SOMETHING BY HAND, INCLUDING THE STYLE OF THE CASE, THE DOCKET NUMBER, THE DATE, SIGNS IT, SAYS "ORDER" AND FILES IT WITH THE CLERK AND GIVES A COPY TO THE PARTIES IN A CIVIL CASE, I THINK THAT WOULD BE A FINAL RENDERED ORDER AND THE CLOCK WOULD START TICKING AT THAT POINT.

BUT IF HE DOES EVERYTHING THAT YOU JUST SAID BUT MAKES THE STATEMENT THIS IS NOT A FINAL ORDER, THEN IT IS NOT FINAL?

I THINK NOT. I THINK THAT WOULD BE --

THEN WE ARE GOING TO BASE THE RESPONSIBILITY TO FILE A NOTICE OF APPEAL ON ORAL STATEMENTS MADE IN ADDITION TO THE WRITTEN ORDER? WHERE IN THE RULE DOES IT SAY THAT?

IT DOESN'T SAY THAT IN THE RULES, BUT I THINK IT IS IMPLICIT IN GOOD PRACTICE, AND I THINK IT IS IMPLICIT IN THE RULES, THAT IF --

DO THE RULES SAY THAT, IF AN ORDER IS RENDERED WHEN ASSIGNED WRITTEN ORDER BY THE JUDGE IS FILED WITH THE CLERK OF THE COURT?

ASSIGNED, YEAH, IN THE SITUATION LIKE, AS YOU DESCRIBED, YES. THAT WOULD BE A FINAL APPEALABLE ORDER. PARTIES WOULD BE ON NOTICE THAT THAT WOULD BE A FINAL APPEALABLE ORDER, AND THERE WOULD BE NOTHING MORE TO COME. HE WOULD, ALSO, OF COURSE, DIE VEST HIMSELF OF ANY JURISDICTION AT THAT POINT, TO DO ANYTHING ELSE IN THE CASE, OTHER THAN TO, PERHAPS, CHANGE DATE TO MAKE SURE TO CORRECT A SCRIVENER'S ERROR, SOME SORT OF PROCEDURAL CHANGE. IT IS ALL THAT CAN BE MADE UNDER RULE 9.600. HE CANNOT GO BACK AND SAY, WELL, HERE ARE MY REASONS FOR THAT THE. I THINK THAT IS THE RECORD AND WOULD NOT BE PART OF THE RECORD ON APPEAL. THE CASES, THE FIFTH DCA CASES, ALSO IN CONFLICT WITH STATE VERSUS TROM PLAY, OUT OF THE -- TROMBLAY, IN THE FOURTH DCA, THE JUDGE SIGNED A STATUS FORM. IT SUN CLEAR FROM THE FACE OF THE OPINION EXACTLY WHAT THAT WAS. THE FOURTH DCA SAID THAT IS NOT ENOUGH. THAT IS NOT A FINAL ORDER. HE SAID SOMETIMES DOCKET ENTRIES OR MINUTE BOOKS MIGHT BE A FINAL ORDER, BUT IN, THE JUDGE WOULD HAVE TO MAKE IT CLEAR TO THE PARTIES THAT THIS WAS A FINAL ORDER. AND THAT GETS BACK TO YOUR QUESTION, YOUR QUESTION, JUSTICE CAN CAPITAL, WHAT THE COMMON UNDERSTANDING OF THE PARTIES IS THE ONLY FAIR THING TO DO, BECAUSE WHEN YOU SIGN AN ORDER, AND ENTER AN ORDER, THAT ENDS THE JUDICIAL LABOR, THAT STARTS, THAT RAISES A BUNCH OF OBLIGATIONS AND RIGHTS. AND BY HAVING AN INDEFINITE DATE AS PART OF THE BAD POLICY DECISION THAT THE FIFTH DCA MADE HERE, BY HAVING AN INDEFINITE DATE, WHO KNOWS? ESPECIALLY IN LIGHT OF THE FACT THAT PARTIES WEREN'T SERVED, AND RULE 1.080-H TO THE CIVIL PROCEDURE RULES, REQUIRES THAT THE PARTIES GET A COPY OF THE ORDER. SO THAT THEY KNOW WHEN THEY HAVE TO HAVE THEIR PETITION FOR WRIT OF CERTAIN OR -- FOR WRIT OF CERT OR THEIR NOTICE OF APPEAL.

DO WE HAVE TO RULE IN YOUR FAVOR, AND SAY THE RULES CONSTITUTE MINUTES AND ARE AN ORDER. ISN'T THAT ALL WE WOULD HAVE TO DO?

THAT'S CORRECT.

AND NOT ONLY THAT, BUT THE DIXON AND TREMBLAY COULD REALLY END UP LEADING SOMEBODY INTO A CONFUSING STATE, WHICH, AGAIN, BECAUSE OF THE REQUIREMENT OF SERVICE, BECAUSE OF THE RULES SAYING MINUTES ARE NOT ORDERS, AND THAT WE SHOULD JUST ADOPT THIS AS A BRIGHT-LINE RULE FOR THE FUTURE.

BRIGHT LINE IS BEST IN THIS SITUATION, BECAUSE OF THE OBLIGATIONS THAT ARE CREATED, AND IN THIS CASE, IT IS ESPECIALLY WHEN YOU ARE TRYING TO DO AN INTERLOCUTORY APPEAL OF AN ORDER AFTER DECISION, IT IS NICE TO HAVE A WRITTEN ORDER IN THE CASE, SO A BRIGHT-LINE RULE RUNING FROM THAT WRITTEN ORDER, IS THE BEST RULE, OR FROM ANY DEFINITE ORDER, AS LONG AS IT IS DEFINITE. EVERYBODY KNOWS, OKAY, THE CLOCK IS TICKING. IN THIS CASE, THEY WERE BACK, THEY WEREN'T BACK IN COURT TO FUSS ABOUT THE WORDING OF THE ORDER, UNTIL WELL AFTER THE TIME FOR THE PETITION FOR WRIT OF CERTIORARI HAD BEEN FILED, AND IF THEY HAD FILED IT TIMELY, ACCORDING TO WHAT THE LOWER COURT SAID, ALL THEY WOULD HAVE HAD TO GO ON IS THIS, WHICH REALLY DOESN'T SAY MUCH OF ANYTHING. THEY WOULD NOT HAVE HAD THE BENEFIT OF THE COURT'S REASONING, AND THE BENEFIT OF A, WHAT AMOUNTS TO A QUASI-LEGAL FACTUAL FINDING ABOUT WHEN HIS LAWFUL INCARCERATION ENDED. THE STATE ARGUED THAT HIS LAWFUL INCARCERATION ENDED THREE DAYS LATER THAN THE TRIAL JUDGE FOUND THAT IT ENDED, AND THAT WAS RIGHT A.M. THE OTHER THING ABOUT THIS HOLDING IN WAGNER THAT I WANT TO STRESS, IS THAT THE POLICY THAT THEY, THE EVENTS HERE, THAT THEY WOULD HAVE, BE THE LAW, DOESN'T DO ANY GOOD.

IT DOESN'T MAKE FOR BETTER PRACTICE. IT MAKES FOR UNCERTAINTY. THERE IS NO REASON TO HAVE A HOLDING THAT YOU CAN SIGN, YOU CAN RENT AREA ORDER WITHOUT INTENDING TO OR WITHOUT EVEN KNOWING THAT YOU HAVE. THAT DOESN'T DO ANYTHING ANY GOOD. IT DOESN'T DO THE PARTIES ANY GOOD. IT DOESN'T DO APPELLATE COURTS ANY GOOD, AND IT DOES DO ANY GOOD FOR LITIGATION. I WILL RESERVE THE REST OF MY TIME FOR REBUTTAL. CHIEF CHIEF THANK YOU. GOOD MORNING.

GOOD MORNING, JUDGES, COUNSEL. MAY IT PLEASE THE COURT. I AM NANCY RHINE, APPEARING FOR THE -- NANCY RYAN, APPEARING FOR THE RESPONDENT MR. WAGNER, THE RESPONDENT, AND IT IS THE RESPONDENT'S POSITION THAT THERE IS NO JURISDICTION IN THIS MATTER BECAUSE OF THE OPINION OF ANY OTHER APPELLATE REPORT. IF YOU LOOK AT THE FOUR CORNERS OF WAGNER, TREMBLAY AND EMPLOYERS FIRE IS NOT MENTIONED. THERE IS NO EXPRESS AND DIRECT CONFLICT MENTIONED IN HIS OPINION.

DOES THERE HAVE TO BE AN EXPRESS AND DIRECT CONFLICT THAT SAYS MINUTES DO CONSTITUTE AN ORDER AND ANOTHER CASE THAT SAYS MINUTES CONSTITUTE AN ORDER, ISN'T THAT A CONFLICT?

IT A CONFLICT BUT NOT AN EXPRESS CONFLICT, AND IN CASES WE HAVE TALKED ABOUT HERE TODAY, EMPLOYERS FIRE, TREMBLAY AND WAGNER, I SUBMIT THAT YOU DON'T HAVE EXPRESS CONFLICT. YOU ALSO DON'T HAVE CONFLICT, BECAUSE WITH RESPECT TO MR. DUFFY'S KNOWLEDGE, WE DON'T KNOW IN TREMBLAY. THE FIFTH DISTRICT'S SUMMARIZING FOR US THAT THE SIGNED PIECE OF PAPER REFLECTED DISMISSAL. WE DON'T KNOW IF THAT WAS A CHECKED BOX.

WHAT IS THE DIFFERENCE BETWEEN DIRECT AND EXPRESS?

EXPRESS IS WITHIN THE FOUR CORNERS OF OPINION, THERE IS AN ACKNOWLEDGMENT THAT THERE ARE TWO DIFERING DECISIONS. THIS COURT HAS VERY SERIOUSLY IN THE PAST, TAKEN ITS JURISDICTIONAL LIMITATIONS BUILT INTO THE --

THAT IS CERTIFIED DIRECT. THAT IS WHEN THE APPELLATE COURT SAYS THAT WE ACKNOWLEDGE AND WE CERTIFY, BUT UNDER EXPRESS AND DIRECT, I MOON, EVERYDAY WE GET PETITIONS FROM PUBLIC DEFENDERS AROUND THE STATE THAT CITE ALL THESE CASES AREN'T CITED. IF WE HAD TO RELY ON THE FACT THAT THEY HAD TO CITE THE CASE, WE WOULD NEVER TAKE ANYTHING UNDER OUR EXPRESS AND CORRECT CONFLICT JURISDICTION.

JUDGE, I ANTICIPATE YOU ARE GOING TO GET A FLAG OF JUDICIAL NOTE -- A FLOOD OF JUDICIAL NOTICES TO INVOKE.

WE ALREADY HAVE THAT FLOOD.

IF YOU DISAGREE WITH ME ON THE JURISDICTIONAL POINT, I WOULD ASK YOU TO ADOPT JUDGE OR FINGER'S REPORT IN THIS PARTICULAR CASE, BECAUSE IT MAKES SENSE FROM THE BEGINNING. THE JUDGE WROTE THAT IT IS THE FORM NOT THE CONTENT OF THE ORDER, THAT DETERMINES WHETHER IT IS AN ORDER OR NOT.

HOW DOES THAT MAKE PERFECT SENSE? YOU KNOW, YOUR GUY NEEDED TO GET RELEASED SO YOU GOT THAT IMMEDIATE REMEDY, WHICH IS HE GETS TO LEAVE JAIL, BUT THEN THE ISSUE ABOUT WHAT IS THE CONTENT OF THE ORDER, I DON'T KNOW WHOSE FAULT IT WAS THAT IT TOOK TWO MONTHS TO GET TO WHAT THE ACTUAL RULING WAS, BUT HOW DOES IT MAKE SENSE, UNDER YOUR THEORY, THE JUDGE WOULDN'T HAVE EVEN HAD ANY JURISDICTION TO KEEP ON OR TO EVEN LOOK AT THE ORDER. THAT WOULD HAVE BEEN THE END OF IT.

JUDGE, I DISAGREE WITH THAT ON THE BASIS OF THE STAN MARTIN CASE CITED UNDER MY BRIEF,

UNDER THE RUSE, THE JUDGE CONTINUES TO HAVE JURISDICTION TO DO ANYTHING PROCEDURAL THAT RELATES TO THE MATTER. THE CASE LAW HAS HELD THAT, IN SAN MARTIN IN PARTICULAR, THAT WRITING DOWN MORE SPECIFICALLY WHAT IS ALREADY RULED ON IS A MINISTERIAL ACT, WHICH MERELY SOMETHING PROCEDURAL HAVING TO DO WITH THE CASE. NOW, IF THE JUDGE LATER CALM WITH A WRITTEN ORDER THAT CONTRADICTED OR SOMEHOW SUBSTANTIVELY SIGNIFICANTLY CHANGED WHAT HE HAD EARLIER DONE, THEN THE PARTIES FAVORED WOULD HAVE TO MOVE TO RELINQUISH TO GET THAT ORDER RENDERED.

THE JUDGE, BUT YOU WOULD, IF THE JUDGE ORALLY PRONOUNCED HIS OR HER FINDINGS, YOU WOULDN'T, YOU CAN'T TAKE A NOTICE OF APPEAL FROM THAT, CAN YOU?

NO, JUDGE. IT HAS GOT TO BE A WRITTEN ORDER.

WHAT IS THE REASON IN THE APPELLATE RULES, FOR EXEMPTING MINUTES IN MINUTE BOOKS, FROM WHAT IS A RENDITION OF AN ORDER?

I THINK THAT GOES BACK TO THE OLD TYPEWRITER DAYS, THAT ARE REFLECTED IN THE EMPLOYERS FIRE CASE, WHICH IN THAT CASE, WHAT YOU HAD WAS CIRCUIT JUDGE SMITH WRITING OUT, CAREFULLY HANDWRITING OUT HIS ORDER, INCLUDING THIS IS WHERE MY SIGNATURE GOES, SO THAT WHOEVER PICKED UP THE MINUTE BOOK LATER ON, TOOK IT BACK AND BANKED OUT THE ORDER ON THE TYPEWRITER WRITER, WOULD KNOW -- TYPEWRITER, WOULD KNOW EXACTLY HOW HE WANTED IT DONE. THAT WAS HIS ENTRY. JUSTICE BELL, IF HE HAS RECENTLY BEEN ON THE CIRCUIT BENCH, MAYBE CAN ENLIGHTEN US. I DON'T KNOW IF HE FILLS OUT A MINUTE BOOK, BECAUSE YOU HAVE GOT A COMPUTER IN SURELY EVERY COURT IN THE STATE NOW, SURELY. YOU HAVE GOT SOMEBODY SITTING THERE REDUESING --

CLERK STILL HAS THE RESPONSIBILITY, THOUGH, FOR FILLING OUT THE DOCKET ENTRIES, DOES IT NOT, WHAT ACTUALLY HAPPENED IN COURT THAT DAY, AND DOESN'T THAT PROVIDE US WITH A PARALLEL GRAPH OF ACTUALLY WHAT HAS OCCURRED IN THE PROCEEDINGS, IN ADDITION TO THE ACTUAL WRITTEN ORDERS THAT MAY BE ENTERED?

WELL, THE FACT OF THIS CASE DIVERGE ON THE FACTS OF EMPLOYERS FIRE, IS THAT HERE THE PARTIES WERE SAYING ALL ALONG AND THE JUDGE WAS SAYING ALL ALONG, OKAY, I AM NOT GOING TO DO THE WRITTEN ORDER TODAY. LET'S GET IT WRITTEN TO EVERYBODY'S SATISFACTION AND WE WILL DO IT LATER, AND THEN DEFENSE COUNSEL SAID SO MY GUY IS NOT GOING TO BE RELEASED TODAY OR UNTIL YOU DO A WRITTEN ORDER, AND THE JUDGE JUST SAID I HAVE SIGNED A WRITTEN ORDER SAYING THAT HE IS GOING TO BE RELEASED.

WHAT IS THE REST OF THAT SENTENCE? IT JUST SAYS THAT I JUST SIGNED AN ORDER THAT SAYS HE IS TO BE RELEASED IMMEDIATELY. WILL GIVE THIS TO THESE GENTLEMEN THAT BROUGHT HIM HERE AND THEY CAN GO BACK WITHOUT HIM, UNLESS HE WANTS TO GO BACK WITHOUT HIS STUFF AND BE RELEASED FROM MARTIN COUNTY. I GUESS THAT IS UP TO HIM. GIVE HIM A RIDE. I DON'T KNOW IF THE INSURANCE WILL COVER IT OR NOT. ISN'T THE JUDGE THERE, IF YOU LOOK AT THE OPEN COURT MINUTES FORM THAT WAS SIGNED, IT SHOWS ONE DISTRIBUTION COPY, IN THIS CASE, TO THE CRIMINAL DIVISION OF THE CLERK'S OFFICE, AND THEN SECONDLY IT SHOWS TO THE SHERIFF OR THE JUDGE'S SECRETARY, SO IN THE CONTEXT OF THE DISTRIBUTION SHOWN IN THE OPEN MINUTES AND IN THE CONTEXT OF THIS CLARIFICATION OF WHAT THE COURT IS SAYING, ISN'T HE REALLY SAYING I AM GOING TO SIGN THIS, SO AS JUSTICE PARIENTE SAYS, YOU DON'T HAVE TO STAY IN JAIL. BUT THIS GIVES ME SAY GUYS THAT BROUGHT YOU HERE AUTHORITY TO EITHER RELEASE YOU RIGHT NOW OR IF THEY NEED TO TAKE YOU BACK, TAKE YOU BACK, BUT YOU ARE GOING TO BE OUT OF JAIL TODAY. ISN'T THAT REALLY WHAT I WAS HE WAS FOCUSING ON -- WHAT HE WAS FOLK YOU GET ON AT THAT POINT? AND IN THE REST OF THE ORDER -- AND IN THE REST OF THE MINUTES, HE SAID WE WILL WORRY ABOUT THE JIMMY RYCE AND THE OTHER THING THAT IS WE HAVE. WE WILL RELEASE BECAUSE WE HAVE NO AUTHORITY

TO HOLD HIM AT THIS POINT AND I WILL DENY THE MOTION TO DISMISS THE CHARGE AND LET THE SUPREME COURT CLARIFY THE CASE IN TANGUAY AND LET'S JUST RELEASE HIM OUT OF JAIL. ISN'T THAT REALLY WHAT WAS GOING ON HERE AT THE TIME?

YES, JUDGE, AND I THINK THAT WAS THE REASON OF ENTERING A WRITTEN ORDER, BUT ONCE HE ISSUED A WRITTEN ORDER, COUNSEL COULD SAY I WANT TO APPEAL THE WRITTEN ORDER. I HAVE GOT 30 DAYS TO DO IT. IT SHOULD HAVE NO BEARING ON THE DCA'S JURISDICTION THAT COUNSEL FOR THE STATE THOUGHT AND THE JUDGE APPARENTLY THOUGHT THAT THE TIME COULD SOMEHOW BE TOLLED OR EXTENDED BY SOMETHING THE TRIAL JUDGE DID. AS THIS COURT HELD IN POLK COUNTY VERSUS SOFGA, WHICH IS CITED IN THE OPINION, JURISDICTION IS CONFERRED BY CONSTITUTION OF STATUTE. NOTHING THE PARTIES OR COURT CAN DO HAS ANY BEARING ON WHETHER THE DCA HAS JURISDICTION. I SUBMIT THAT THE, IF YOU RULE FOR THE STATE TODAY, YOU WILL BE ESTABLISHING A RULE THAT, IT, A JUDGE CANNOT ENTER AN ORDER ON A SHEET OF PAPER THAT DOESN'T SAY ORDER ON IT. I SUBMIT THAT TRIFFLELIZES WHAT THE TRIAL JUDGE CAN DO. WHEN HE SAYS I AM CONVERTING THIS TO AN ORDER, HERE IS MY SIGNATURE, DOESN'T HE HAVE THE POWER TO SAY I AM ISSUING THIS ORDER? WHY ISN'T THAT AN ORDER, JUST BECAUSE HE DOESN'T --

DON'T THE APPELLATE RULES SPECIFICALLY CONTRADICT YOUR POSITION? IT SAYS, IN RULE 9.100, THE FOLLOWING SHALL BE FILED WITHIN 30 DAYS OF RENDITION OF THE ORDER TO BE REVIEWED. NUMBER ONE, PETITION FOR CERTIORARI, AND 9.020-F, DEFINES ORDER, AS A DECISION, ORDER, JUDGMENT OR DECREE OF LAWYER TRIBUNAL, EXCLUDING MINUTES AND MINUTE BOOK ENTRIES, SO BY THE VERY DEFINITION IN THE RULES, DOESN'T IT SAY THAT THE COURT MINUTES, THAT THE JUDGE SIGNED, WAS NOT AN ORDER, AND THEREFORE NOTHING HAD TO BE FILED WITHIN 30 DAYS, FROM THE ENTRY IN MINUTES?

JUDGE, I SUBMIT THE QUESTION IS OPEN BECAUSE WE DON'T HAVE, UNLESS YOU ASSUME THAT THE DEFINITION OF COURT MINUTES IS ANYTHING THAT SAYS MINUTES ON IT. I SUBMIT THAT A JUDGE CAN CONVERT MINUTES INTO AN ORDER BY SIGNING IT, WITH THE INTENTION THAT IT HAVE IMMEDIATE EFFECT ON THE EXECUTIVE BRANCH, ON THE SHERIFF'S GUYS.

ISN'T THAT WHAT HAPPENED IN THE BROWN CASE, THOUGH, IN THAT FORM, THAT IT CITED, IT ALLOWED THEM TO CHECK WHERE IT WAS AN ORDER, AND IN THAT CASE, THE JUDGE CHECKED IT AS BEING A ORDER?

IT DID BUT SHOULD THAT BE DECIDED, JUDGE, I SUBMIT THAT YOU SHOULD DEFINE MINUTES AS EVERYTHING THE CLERK DOES OR EVERYTHING THE JUDGE DOES WITHOUT SIGNING IT AND YOU SHOULD DEFINE ORDER AS EVERYTHING THE JUDGE DOES SIGNING IT, BECAUSE, HERE --.

HERE, EVEN IF WE WEREN'T TO ADOPT A BRIGHT-LINE RULE, IT SAYS IN THE MINUTES, ATTORNEYS PUSHED TO PREPARE AN ORDER. SO IF WE ARE GOING TO GO ON A, WELL, WE WILL GO ON THE INTENT OF THE PARTIES, YOU MIGHT HAVE A STRONGER CASE, IF IT SAID THIS IS INTENDED TO BE A FINAL ORDER, AND THEN SAY, WELL, IT IS MINUTES BUT IT SAYS THIS IS INTENDED THE FINAL ORDER. WE ARE NOT GOING TO PUT, YOU KNOW, FORM OVER SUBSTANCE, BUT THIS IS A, SPECIFICALLY SAYS THAT IT, THAT WE ARE GOING TO PREPARE AN ORDER.

WELL, JUDGE, A LOT OF TIMES AN ORDER WILL BE ISSUED WITH INTENTION THAT A MORE ELABORATE SORT OF MEMORANDUM TYPE, YOU KNOW, ORDER THAT IS THE EQUIVALENT OF A MEMORANDUM OF LAW IS GOING TO BE ENTERED LATER, AND AS I ARGUED EARLIER, THE APPELLATE RULES ALLOW FOR ORAL FINDINGS TO BE MEMORIALIZED IN THAT FASHION FORM THE JUDGE DOES NOT DIE VEST HIMSELF OF JURISDICTION BY ISSUING A DIRECTED ORDER DIRECTED SPECIFICALLY TO SOMEBODY, BUT THE ORDER HE SIGNED THAT DAY HAD LEGAL EFFECT. I SUBMIT YOUR BETTER BRIGHT-LINE RULE TO SAY THAT WHEN A JUDGE SIGNED AN ORDER, THE PARTIES HAVE 30 DAYS AND NOTHING THAT THE PARTIES UNDERSTAND CAN

VIOLATE THAT.

IS THIS WHAT IS HAPPENING IN THE CIRCUIT IN WHICH YOU PRACTICE, IS THAT ONCE THESE MINUTES AND DISPOSITION TYPES OF THINGS ARE MARKED ON BY THE JUDGE, THAT IT IS COMMON PRACTICE THAT THAT IS THE FINAL ORDER, AND APPEALS ARE TAKEN FROM THOSE? IS THAT THE CUSTOMARY PRACTICE THAT WE ARE NOT AWARE OF? IS THAT WHAT YOU ARE SUGGESTING?

WELL, JUDGE, I PRACTICE AT THE DISTRICT LEVEL SO I SEE SEVERAL CIRCUITS.

IS THAT THE PRACTICE THEN, IN MULTIPLE CIRCUITS, THAT THEY TAKE APPEALS AND THE DISTRICT COURTS OF APPEAL WILL ENTERTAIN AN APPEAL FROM SUCH DOCUMENT THAT YOU ARE TALKING ABOUT?

YES, SIR. IT IS MY UNDERSTANDING IF YOU GOT A SIGNATURE RATHER THAN A STAMP, THEN IT IS ASSIGNED ORDER BY THE JUDGE.

IS THAT CUSTOMARY PRACTICE AS TO WHAT IS GOING ON?

YES, JUDGE.

DO WE NEED TO CORRECT THAT, IF THAT IS A PROBLEM THEN?

JUDGES, I SUBMIT THAT THAT OUGHT TO BE THE FORM NOT THE CONTENT OF THE ORDER.

AN APPELLATE LAWYER, BECAUSE THIS IS GOING TO WORK BOTH WAYS, OBVIOUSLY, FOR A DEFENDANT WHO IS LOST AND WANTS TO APPEAL BUT SEES THAT SOMETHING HAS GOT TO BE PUT DOWN, THAT IT SEEMS TO ME THAT, WHAT WE HAVE HERE IS THAT, WITH THE CONTEXT OF WHAT WAS SAID, WHICH IS THAT THE ASSISTANT STATE ATTORNEY SPECIFICALLY TALKED ABOUT HIS APPEAL TIME, SO EVERYONE KNEW THAT THE STATE WAS GOING TO FILE A PETITION FOR CERTAIN, AND DOES THE ASSURANCE THAT, NO, WE ARE GOING TO BE WORKING OUT AN ORDER AND GO BACK AND FORTH, SO YOU HAVE GOT THAT SITUATION, SO FOR THIS CASE, IT SEEMS LIKE THE WORST POSSIBLE CASE. NOW, FOR THE FUTURE YOUR, ISN'T IT A BETTER RULE, AND I AM NOT SURE THAT THERE IS, YOU KNOW, ANY, AGAIN, YOU SAY THAT THERE ARE COMPUTERS IN EVERY COURTROOM. I DON'T KNOW ABOUT THAT, BUT I KNOW THAT THERE ARE FORM SHEETS THAT HAVE ORDERS, AND THAT JUDGES ALL THE TIME ARE WRITING ON THOSE ORDERS AND THOSE ARE SEPARATE FROM THE MINUTES. WHY ISN'T THAT, FOR THE FUTURE, A BETTER RULE THAT WILL BENEFIT BOTH SIDES? IS NOT, YOU KNOW -- NOT, YOU KNOW, PLAYING THIS CASE THAT WE ARE GOING TO WIN HERE BUT YOU ARE GOING TO LOSE DOWN THE ROAD.

I IS SUBMIT THAT THE MOST WORK -- I SUBMIT THAT THE MOST WORKABLE RULE IS, IF THE JUDGE SIGNS IT, THEN IT IS AN ORDER.

AND AMEND THE APPELLATE RULE TO TAKE OUT THE EXEMPTION.

IN IN AN OPINION ISSUED IN THIS CASE YOU CAN DEFINE THAT WHICH IS PREPARED BY THE CLERK AND NOT SIGNED BY THE JUDGE.

LET ME PUT IT TO THE OTHER SIDE. WHAT ABOUT DEFENDANTS WHO NEED TO BE RELEASED? WOULDN'T, IF WE RULE IN YOUR FAVOR, THE INCENTIVE BE FOR A JUDGE TO OR PEOPLE TO BE IN JAIL, UNTIL WE CAN GET A SATISFACTORY ORDER OUT? NOT THAT THE JUDGE WOULDN'T DO WHAT HE HAS DONE IN THIS CASE, APPARENTLY TO SIGN SOMETHING SO THAT THE JAIL HAS AUTHORITY TO GO AHEAD AND RELEASE HIM. LET'S SAY YOU HAVE A MOTION TO SUPPRESS AND THE JUDGE ORALLY DECIDES THAT HE IS GOING TO SIGN THE MOTION BUT WE HAVE GOT TO GET A WRITTEN ORDER AND THE GUY IS NOT ENTITLED TO BE RELEASED AND THE JUDGE SAYS IT IS

DISPOSITIVE, SO AS A PRACTICAL MATTER, THE GUY CAN GET OUT AS A MATTER OF PRACTICALITY, BUT IF WE ADOPT THIS, THEN THE JUDGE SAYS I WOULD LIKE TO BUT THE SUPREME COURT SAYS IF I SIGN IT, THEN THE TIME TO APPEAL RUNS, AND SO HE WILL HAVE TO SIT UNTIL YOU ALL GET ME THE ORDER.

JUDGE, I HOPE THE CIRCUIT AND COUNTY JUDGES IN THE STATE AREN'T GOING TO LET DEFENDANTS WHO ARE ENTITLED TO RELEASE SIT IN JAIL, WHEN ALL THEY HAVE TO DO, AS PROPOSED HERE TODAY, SCRATCH OUT MINUTES AND WRITE IN ORDER. AS LONG AS I UNDERSTAND THE PROPOSAL FROM THE BENCH TODAY, AS LONG AS IT SAYS ORDER AND IT IS SIGNED BY THE JUDGE, THEN IT AN ORDER, THEN THE DEFENDANT IS RELEASED AND THE APPEAL TIME BEGINS TO RUN. AND I MAINTAIN THAT, UNDER 9.600-A AND UNDER SAN MARTIN, THE JUDGE HAS JURISDICTION TO CONTINUE TO MEMORIALIZE WHATEVER HE HAS DONE AT HIS LEISURE AND TO HIS SATISFACTION AND TO THE PARTY'S SATISFACTION. IF THE JUDGE WANTS TO CHANGE IT, THEN THE PARTY BENEFITING FROM THE CHANGE HAS THE POWER END UNDER THE EXISTING RULE TO MOVE TO RELINQUISH AND GET A FANCIER ORDER THERE. IS NO PROBLEM WITH RELEASING DEFENDANT, I SUBMIT UNDER OUR CIVIL RULES OF PROCEDURE, THERE IS NO IMPEDIMENT TO RELEASING DEFENDANTS TODAY OR ORDER AGO CIVIL RELEASE TODAY.

GLENN, FROM A PRAC-- AGAIN, FROM A PRACTICAL POINT OF VIEW AND BEING ON AN INTERMEDIATE APPELLATE COURT FOR YEARS, I REMEMBER THAT WE SOMETIMES WOULD GET PROBATION CASES, SOMETHING LIKE MINUTES AND WE COULDN'T FIGURE OUT WHAT IS THIS SUPPOSED TO BE, SO THEN YOU RELINQUISH, AND NOW WHAT YOU HAVE DONE IS YOU HAVE USED APPELLATE COURT TIME AND TRIAL COURT TIME, WHEN REALLY WHAT WE ARE TRYING TO DO IS PROVIDE CERTAINTY, AND WHAT IF THE BASIS FOR THE COURT'S RULING WAS PART OF WHAT THE STATE NEEDED TO APPEAL? I JUST DON'T SEE THE DOWN SIDE IN SAYING THAT, WHEN THERE HAS GOT TO BE A WRITTEN ORDER SIGNED, THAT THAT IS RENDITION, THAT THAT GIVES A CERTAINTY, RATHER THAN A CASE-BY-CASE BASIS, OR WHAT YOU ARE SAYING IS TO ENCOURAGE JUDGES TO SIGN MINUTE BOOKS, IT SEEMS TO ME TO ME IN MOST CASES THAT IS REALLY NOT GOING TO BE VERY SATISFACTORY FOR BOTH SIDES.

BUT JUDGE, I SUBMIT THAT IN THE DAY-TO-DAY OF THE TRIAL COURT WORLD, YOU ARE GOING TO HAVE 20 SETS OF OPPONENTS SITTING OUT THERE WAITING TO COME UP, SO YOU ARE NOT GOING TO GET, I DON'T THINK THERE IS ANY EFFECTIVE WAY TO ENCOURAGE THE TRIAL JUDGES TO ISSUE ELABORATE ORDERS INCLUDING THEIR FINDINGS. THEY ARE STILL GOING TO DO WHAT THEY DO NOW AND SAY SUBMIT ME A DRAFT. BOTH OF YOU ALL WORK IT UP TOGETHER WHEN I GET A MINUTE.

THEN THAT IS FROM WHEN IT IS SIGNED, IT IS RENDERED, AND THAT IS WHEN THE APPEAL TIME STARTS.

BUT I SUBMIT UNDER THE CURRENT RULES, THE JUDGES HAVE AUTHORITY TO DO. THAT THERE IS EVERY KIND OF A COMBINATION FOR THE JUDGE TO DO THAT AFTER THE APPEAL TIME STARTS TO RUN.

THAT IS WHAT WE GET IF WE HAVE TO BUILD FACT-SPECIFIC, BUT THIS JUDGE DIDN'T INTEND FOR THIS TO OPERATE AS HIS FINAL ORDER, BASED ON THE ENTIRE COLLOQUY THAT WAS, IS IN THE RECORD.

BUT THAT IS JUST SAME SITUATION YOU HAD IN POLK COUNTY VERSUS SOFKA, WHERE THE PARTIES AGREED AND WROTE UP AN ELABORATE STIPULATION AND SAID THAT WE AGREE THAT THERE IS A EMOTIONAL JUDGMENT OUT THERE AND WE WILL GO AHEAD AND APPEAL AND ALL OF THE PRETRIAL STUFF, HE HAVE EASTBOUND THOUGH IT IS NOW MOOT, AND THE DCA SAID OKAY AND DECIDED THE ISSUE AND SUA SPONTE, SAID HOW DOES THE JUDGE HAVE JURISDICTION, AND IT HAS NO BEARING WITH WHAT THE PARTIES AND COURT HAVE TO DO WHAT

30-DAY RULING AND COURT. WHAT YOU HAVE GOT TO HAVE FOR WORK ABILITY IS A 30-DAY RULE, AND I SUBMIT THAT THE CLEAREST AND MOST WORKABLE THING THAT YOU COULD POSSIBLY DO TODAY IS TO SAY THAT, IF A JUDGE SIGNED IT, IT IS AN ORDER, REGARDLESS OF THE FORM. THANK YOU, JUDGE.

CHIEF JUSTICE: COUNSEL, LET ME GIVE YOU A HYPOTHETICAL IN THE OTHER DIRECTION, AND THAT IS LET'S SUPPOSE THAT THE STATE WANTED TO PREVENT THE RELEASE OF THIS DEFENDANT, BECAUSE THE JUDGES ORDERED THAT HE BE RELEASED RIGHT AWAY, AND HE SIGNED THE MINUTES TO CONFIRM THAT THAT IS HIS ORDER, SO THAT THE SHERIFF AND EVERYBODY HAVE A WRITTEN ORDER SIGNED BY THE JUDGE AND THAT AUTHORITY OF THE JUDGE TO DO THAT. AND THE APPELLATE COURT, NOW, WHEN YOU APPLY TO SET ASIDE THAT RELEASE, SAYS TO YOU, WELL, YOU DON'T HAVE A WRITTEN ORDER OF THE JUDGE, AND SO WE DON'T HAVE JURISDICTION, BECAUSE YOU DON'T HAVE AN ORDER OF THE JUDGE DIRECTING THE RELEASE. WOULDN'T YOU SAY BUT WE DO HAVERA WRITTEN ORDER OF THE JUDGE. THE JUDGE SIGNED THE MINUTES HERE, DIRECTING THAT THIS PERSON BE RELEASED, AND THAT WHEN YOU READ THAT, IN CONTEXT, YOU CAN SEE THAT IS EXACTLY WHAT THE JUDGE IS DOING, AND THEREFORE YOU DO HAVE AUTHORITY TO STAY THE RELEASE OF THIS DEFENDANT. IN OTHER WORDS, IF THAT IS A SITUATION THAT ARISES, IT COULD VERY WELL HAVE ARISEN IN THIS CASE. THEN WOULDN'T WE BE LOOKING AT THIS THROUGH A DIFFERENT PERSPECTIVE AND BE, THEN, WOULDN'T YOU BE ARGUING THAT YOU DO, FOR PURPOSES OF THE APPELLATE COURT'S JURISDICTION, TO REVIEW THIS, YOU DO HAVE A WRITTEN ORDER THAT IS WRITTEN, AND IT IS FILED WITH THE CLERK, SO IT LOOKS LIKE A LOT TO ME THAT, IT MEETS RENDITION.

I HOPE, JUSTICE ANSTEAD, THAT I WOULD HAVE THE GOOD GRACE NOT TO ARGUE THAT POSITION, BECAUSE IT IS SO GROSSLY CONFLICTING WITH 9.020.

HOW ARE YOU GOING TO GET REVIEW? IN OTHER WORDS YOU DON'T WANT THIS PERSON RELEASED, AND YOU FEEL LIKE, ON THE MERITS, YOU ARE GOING TO WIN YOUR CASE, AND AS A MATTER OF FACT, IT IS PRETTY STRAIGHTFORWARD, AND THAT YOU KNOW, THAT THIS WAS JUST CLEAR ERROR ON THE PART OF THE TRIAL JUDGE, AND YOU WANT TO STOP THAT, RIGHT AWAY. HOW ARE YOU GOING TO DO IT?

WELL, I WILL TYPE UP AN ORDER AND WITH THE JUDGE'S SIGNATURE AND TAKE IT TO HIS CHAMBERS AND ASK HIM TO SIGN IT, BECAUSE HE HASN'T SIGNED A FINAL ORDER THAT LET'S ME APPEAL HIS JUDGMENT.

AND IF YOU DON'T DO THAT, YOU ARE OUT OF LUCK.

I THINK SO. AND I THINK THAT IS PART OF WHAT WAS DISCUSSED IN EMPLOYERS FIRE, WHERE THEY MAKE THE DISTINCTION BETWEEN WHY THE MINUTE BOOK ENTRIES ARE FINE FOR STATUTE OF LIMITATIONS BUT NOT FOR INVOKING JURISDICTION, BECAUSE I AM MOTIVATED. I DON'T WANT A DELAY. I WANT TO GO OUT THERE AND GET THE JUDGE TO SIGN ON THE DOTTED LINE AND SAY HERE IS AN ORDER. WE CAN GO. WE CAN'T GO FROM WHAT YOU DID IN COURT BECAUSE THE RULES DON'T PERMIT IT. BUT IF YOU WILL JUST SIGN THIS ORDER THAT DOESN'T NECESSARILY HAVE TO BE DETAILED, IT JUST SAYS THAT THIS CAUSE CAME ON TO BE HEARD, YADDA USED, A THERE FOR THE DEFENDANT IS RELEASED, DONE THIS DAY, NON PRO TUNCT TO THE OTHER DAY, THEN THAT IS HOW I GET THE JUDGE TO SIGN THE ORDER, AND I AM MOTIVATED TO DO THAT, IF THAT IS THE MOST EFFICIENT WAY TO DO IT. THEY DO THINGS LIKE THIS. APPARENTLY, MAYBE I MISUNDERSTOOD COUNSEL'S ARGUMENT, BUT APPARENTLY MINUTE BOOK ENTRIES WERE IN USE IN 20022, IN -- IN 2002 IN SEMINOLE COUNTY. I DON'T QUITE UNDERSTAND THE ARGUMENT ABOUT THE UBIQUITY OF PERSONAL COMPUTERS AND TYPING UP ORDERS AND WHATNOT ON A TYPEWRITER, WHILE SLOWER IN THE TYPING DID HAVE THE ABILITY TO PRINT SIMULTANEOUSLY WITH THE TYPING, SO I DON'T THINK THAT THE FACT THAT IT MAY BE EASIER TO GET ORDERS OUT NOW IS THE REASON WHY EMPLOYERS FIRE DOESN'T APPLY. SOMEONE

ASKED ABOUT APPELLATE COURT JURISDICTION. IT BEGINS WHEN TRIAL COURT JURISDICTION ENDS. AND I WANT TODD, ALSO, STRESS THAT BROWN, THE BROWN -- AND I WANTED TO, ALSO, STRESS THAT THE BROWN CASE UPON WHICH THE LOWER COURT HERE RELIED, IS A CRIMINAL CASE NOT A CIVIL CASE, NANA CRIMINAL CASE, THE REQUIREMENT FOR SERVICE OF ORDERS IS NOT AS I UNDERSTAND IT, AS EXPLICIT. IN OTHER WORDS, EVERYBODY IS IN COURT. THE JUDGE SAYS I AM SUPPRESSING THE EVIDENCE. I WILL ENTER AN ORDER ON THE SUPPRESSION OF THE EVIDENCE. LATER. MAYBE MAKING FINDINGS OF FACT, OR I AM ORDERING YOU TO DISCLOSE THE NAME OF THIS CONFIDENTIAL INFORMANT. THOSE SORT OF THINGS HAPPEN A LOT, AND YOU CAN HAVE A FORM ORDER WHERE YOU CHECK THE BOX. YOU COULD PROBABLY DO THAT IN CIVIL COURT, BUT THAT IS NOT THE PRACTICE, AND THAT IS WHAT WE WERE IN HERE FOR TODAY.

JIMMY RYCE CASE, WHICH ALTHOUGH WE HAVE SAID IT IS CIVIL, WE ALL KNOW IT IS ESSENTIALLY A CRIMINAL CASE, BUT I MEAN, IF WE ARE GOING TO GO ON THAT, THE GUY, WAGNER SIGNED THIS, DIDN'T HE, AT THE BOTTOM?

WHO SIGNED IT?

SIGNATURE. ALFRED WAGNER SIGNED IT.

I HONESTLY DON'T KNOW. THAT DOESN'T APPEAR TO BE THE SAME HANDWRITING AS THE DEPUTY CLERK, AND IT DOESN'T SEEM TO BE THE SAME HANDWRITING AS THE JUDGE, WHO I STATE THAT THIS THING RIGHT ABOVE MARY ANN MOORE'S, I TAKE THAT TO BE JUDGE DICKEY'S SIGNATURE. SO, YEAH, ESSENTIALLY HE DECIDES, HE SIGNED IT.

CHIEF JUSTICE: WE HAVE TO EXAMINE T WITH OUR HELP, WE HAVE USED UP ALL YOUR TIME. THANK YOU VERY MUCH, ESPECIALLY IN RESPONDING TO OUR INQUIRIES.

LET ME SAY THAT WE ASK THAT YOU REVERSE THE ORDER OR QUASH THE ORDER OF THE FIFTH DCA.

CHIEF JUSTICE: THANK YOU. THANK YOU, BOTH.