

IN THE SUPREME COURT OF FLORIDA

IN RE AMENDMENTS TO THE FLORIDA  
RULES OF CIVIL PROCEDURE

CASE SC 09-1460

COMMENTS OF HENRY P. TRAWICK, JR.

Henry P. Trawick, Jr. is a member of The Florida Bar in good standing. He files these comments on the proposed rule changes in this proceeding as follows:

1. The requirement of mortgage foreclosure compliant verifications is not needed. It does not give any added dignity to the foreclosure complaint. It is simply another form for the bank officer to sign. In any event its proper place is not in Rule 1.110(b). The proper place is in Rule 1.030 that deals with verification of pleadings.

2. I submit that the form of affidavit for diligent search and inquiry is also not needed. The form of the affidavit is dealt with in Rule 1.070(h). This rule subdivision is in conflict with the proposed form. If the proposed form is adopted, the rule subdivision must be changed to avoid inconsistency.

3. The verification on the form is also obsolete. The statutory form in §92.525(2) Florida Statutes should be used.

The bold face statement about understanding the punishment for a false statement is unnecessary and insulting.

4. The language in the form to cancel and reschedule a foreclosure sale is archaic. The old "Comes now..." format has long been abandoned by this Court. See any of the forms that the Court has approved. It should simply say "Plaintiff moves to cancel and reschedule the mortgage foreclosure sale because:"

5. Other problems in the form are:

- (a) Summary final judgment is a final judgment.
- (b) "The" should be substituted for "Said" in paragraph 2(a).
- (c) "Which" should be "That," "is desirous of allowing" should be "wants to allow," "same" should be "the property," and the final "which" should also be "that" in paragraph 2(b).
- (d) "which" should be "that", "is desirous of allowing" should be "wants to give," and again "which" should be "that" in paragraph 2(c).
- (e) Paragraph 3 should be revised to read "If this Court cancels the foreclosure sale, plaintiff moves that it be rescheduled."
- (f) The "WHEREFORE" clause can be deleted entirely. It is not usually used in motions.

6. There is no reason why lawyers cannot be concise, stylish and grammatical.

The undersigned certifies that a copy of the foregoing has been furnished to the Honorable Jennifer D. Bailey at 73 West

