

FINDINGS OF FACT

BOOK 22:1387

I find that this Court has jurisdiction of the subject matter and the parties hereto, I find that the parties entered into an agreement whereby the plaintiff would do certain sandblasting and painting on a building owned by the defendant in Greenville County, South Carolina. According to the testimony offered by the plaintiff, General Painting Company, Inc., agreed to do certain sandblasting and application and apply a Thoro-seal coating to the defendant's building. The plaintiff testified, through its employees, that the agreed to contract price was to be \$3,090.00. The defendant testified that the work performed by the plaintiff's agents and employees was not in accordance with his understanding of the manner in which the work was to be performed.

From the testimony presented, it appears to the Court that a dispute arose sometime after the plaintiff had performed substantially all of the work that its employees were to perform on the project. In fact, the testimony of the plaintiff's witnesses were that the defendant advised the plaintiff that he had no intentions of paying for any of the work performed, because he was not happy with the way the final product was turning out.

I find from the preponderance of the evidence that the plaintiff is entitled to the contract price of \$3,090.00, less \$400.00. The plaintiff did not finish the work he contracted to do because the defendant would not allow him to do so. The evidence suggested that it would cost the plaintiff approximately \$400.00 more to complete the project. Therefore, the plaintiff is entitled to \$2,690.00. The defendant attempted to argue that neither he, nor his son, ever received a copy of the proposal for this job, prior to plaintiff's employees going to work on the project. This simply does not appear logical to the Court, and from the testimony presented, the Court is convinced that the defendant was well aware of