

the price quotation, which the plaintiff was quoting for the job. I find that the defendant has paid no portion of the agreed to contract price.

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Plaintiff also seeks attorney's fees and pre-judgment interest and costs. I find that the plaintiff is the prevailing party, and pursuant to Section 29-5-10 S.C. Code of Laws, the plaintiff is entitled to a reasonable attorney's fee. Furthermore, I find that Charles M. Groves, Attorney for the plaintiff, has provided a valuable service to his client and is entitled to a reasonable attorney's fee of \$750.00, plus costs advanced in this matter. I further find that, pursuant to Section 34-31-20 S.C. Code of Laws, that the plaintiff is also entitled to pre-judgment interest from the date of its first demand for payment, or June 14, 1988, at the legal interest rate of 8-3/4% , which is the sum of \$313.84 on October 14, 1989, with a per diem of .645 thereafter.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED,

(a) That the plaintiff is hereby entitled to the foreclosure of its Mechanics Lien, in the amount of \$2,690.00, along with pre-judgment interest in the amount heretofore specified, and attorney's fees in the amount of \$750.00, plus costs.

(b) That the Register of Mesne Conveyance shall pay over to the plaintiff's attorney the aforesaid amount from the cash bond. Should the cash bond not be sufficient then the plaintiff shall have judgment for that amount and should it amount to more than the judgment, that amount shall be returned to the defendant.