

nothing apparent that would indicate that the pool had been constructed in an unworkmanlike manner.

The defendants presented several witnesses who testified that the color of the pool, the manner in which the deck brick were laid, the lack of uniformity of the steps was noticeably performed in an unworkmanlike manner.

The defendants produced testimony that the amount required to correct the damages to the pool as a result of plaintiff's negligence in construction was substantial. Defendants' Exhibit No. 5 by Dorr Kasoury showed that to correct the masonry work in laying the brick in the deck would total Eight Thousand, Four Hundred Sixty-Eight and 50/100 (\$8,468.50) Dollars. Defendants' Exhibit No. 8 showed that to correct the color of the pool and re-work the steps would cost Four Thousand, Nine Hundred Eighty-Five and 10/100 (\$4,985.00) Dollars. Other small amounts of damages were testified to but have no real significance in deciding this case.

There were relatively few objections to the introduction of evidence. The plaintiff objected to testimony concerning the defendants' testimony concerning the alleged negligence in the manner of laying brick in the deck. I concluded that defendants' general allegations of plaintiff's failure to properly construct and install the swimming pool in a recognized workmanlike manner was sufficient allegation to admit evidence of any alleged negligence on the part of the plaintiff in the construction of the pool in question.

In reaching a decision in this case the law in South Carolina is very clear that in a contract for work or services there is a duty to perform it skillfully, carefully, diligently, and in a workmanlike manner. Section 371-17 47. Jur. 2d., Thorpe v. G. E. Moore Co., 174 S.E. 2d 397, 251 S.C. 307 (1970), Terlinde, et al. v. Neely, et al., 271 S.E. 2d 768 (1980).

A contract for a price raises an implied warranty that the thing sold is free from defects, known and unknown (to the seller). Jane v. Trenholm Building Company, 229 S. E. 2d 728.