

this ongoing relationship the Plaintiff and Defendant entered into a verbal contract by which the Plaintiff would paint the home of the Rays for an agreed upon price of Five Thousand Eight Hundred and No/100 Dollars (\$5,800.00). This figure can be found in Defendant's Exhibit No. 254

In the undisputed testimony, I find that in connection therewith, the Defendant, Signature, did pay to the Plaintiff the sum of Three Thousand Dollars (\$3,000.00) toward this contract. I further find that the Plaintiff undertook the painting of said residence and that problems arose between the Plaintiff and Signature. The Plaintiff testified that he was delayed due to action on the part of Signature and by reason of such his ability to complete the job in a timely and profitable manner was inhibited. For this reason, this mechanics lien foreclosure was instituted wherein the Plaintiff is seeking an additional Three Thousand Seven Hundred Twenty-nine and 50/100 Dollars (\$3,729.50).

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It is further undisputed that the Plaintiff did not complete the contract and that the Defendant, Signature, did hire other painters to complete the job at a cost of Two Thousand Three Hundred Twenty-six Dollars (\$2,326.00).

As to the foregoing, there is a dispute as to whether or not the hiring of additional painters was necessary. The Plaintiff testified that the job was at a standstill and that he informed the Defendant, Signature, that he was pulling his crew to other work until the job was in a position to be finished. The Defendant disputed this testimony and testified that he was on a short notice to finish the job and that the Rays had a moving date set up which was very critical. The Defendant further testified that he was not aware as to when the Plaintiff would return to the project. In light of this, the Defendant testified that he incurred the additional expense in hiring the painters to complete the project other than the