

See also *Miss. R. Civ. P. 8(e)*. In applying this rule, we stated in *Church v. Massey*, 697 So.2d 407, 412 (Miss.1997) that “the comment to that rule states that ‘[t]he purpose of Rule 8 is to give notice, not to \*1118 state facts and narrow the issues as was the purpose of pleadings in prior Mississippi practice.’ ” *Id.* However, as recently as our decision in *Preferred Risk Mut. Ins. Co. v. Johnson*, 730 So.2d 574, 578 (Miss.1998), this Court stated:

A party must make a proper demand for the interest in the pleadings, *including the date that it was allegedly due*. [*Wirtz v. Switzer* ], 586 So.2d [775] at 785 [ (Miss.1991) ]; *Thompson Mach. Commerce Corp. v. Wallace*, 687 So.2d 149, 152 (Miss.1997); *Simpson*, 564 So.2d at 1380.

*Id.* at 578. (Emphasis added). Accordingly, insofar as *Preferred Risk* can be interpreted to stand for the proposition that a pleader's failure to allege in the complaint the specific date on which prejudgment interest is due is fatal to a claim for prejudgment interest, *Preferred Risk* (and any other case so holding) is overruled to this limited extent. We wish to make clear today that while *Miss. R. Civ. P. 8* does require that a party assert a demand for prejudgment interest in the appropriate pleading; on the other hand, *Rule 8* does not require that a party seeking prejudgment interest must plead the specific date on which the prejudgment interest allegedly is due.

[16] ¶ 46. With all this having been said, we now return to today's case. First, Triconex argues that Greenwood's damages claim was not for a liquidated amount, because the trial court found that Greenwood failed to mitigate its damages; that GE was not entitled to some of the charges for additional repair work; and that Greenwood could not recover for the costs to purchase additional capacity or lost revenue due to reduced capacity. However, Greenwood argues that the amount obviously became liquidated when the money was paid by Greenwood, and the trial court used those dates in its calculations. Greenwood further argues that this Court requires only that amounts must be liquidated “prior to judgment.” *Preferred Risk Mut. Ins. Co. v. Johnson*, 730 So.2d 574, 577 (Miss.1998).

¶ 47. The amounts were liquidated when paid and certainly prior to judgment, as Greenwood received bills for the amounts required to repair the damage to the turbine. Accordingly, there can be no bona fide dispute as to the amount of damages, as these bills came due prior to the judgment entered by Judge Hines. Thus, the damages were fixed when Greenwood received the bills.

[17] ¶ 48. Next, Triconex argues that Greenwood simply demanded prejudgment interest in its complaint without stating an amount or the date from which it was allegedly due. As we have clarified the law on this issue *supra*, Greenwood was required only to make a demand for prejudgment interest, and Greenwood's failure to state a specific date in its complaint does not relieve Triconex from being responsible for prejudgment interest.

¶ 49. Triconex directs this Court to its decision in *Theobald v. Nosser*, 784 So.2d 142, 145 (Miss.2001), and argues that *Theobald* stands for the proposition that a plaintiff must state a specific date from which prejudgment interest is allegedly due in the pleadings. However, this Court stated in *Theobald*:

The Nossers assert that the Theobalds did not request prejudgment interest until the hearing before the chancery court after this Court had issued its opinion. That assertion is supported by the chancery court, which found that the Theobalds did not make a proper demand for prejudgment interest, and by the Theobalds' own complaint, which specifically asked for “legal interest **after** date of judgment.” In light of all these factors, we conclude that the chancery\*1119 court did not abuse its discretion in denying the Theobalds prejudgment interest.

*Id.* (emphasis in original). Thus, this Court specifically emphasized that the Theobalds demanded interest after the date of judgment, which is distinguishable from this case. Greenwood clearly asked for prejudgment interest in its complaint. Greenwood's failure to state a specific date in its complaint does not relieve Triconex from being responsible for prejudgment interest.

[18] ¶ 50. Finally, Triconex argues that prejudgment in-