

Cases

The fact that electric utility in breach of contract action against installer of turbine control system failed to state a specific date from which the interest was allegedly due did not relieve installer from being responsible for prejudgment interest; utility was required only to make a demand for prejudgment interest in its complaint, without specifying a specific date, and utility clearly requested prejudgment interest in its complaint. **Rules Civ.Proc., Rule 8.**

[18] Interest 219 39(2.30)

219 Interest

219III Time and Computation

219k39 Time from Which Interest Runs in General

219k39(2.5) Prejudgment Interest in General

219k39(2.30) k. Contract and Sales Mat-

ters. **Most Cited Cases**

Statute governing rate of interest on judgments and decrees founded on a contract, rather than statute setting forth legal rate of interest on all notes, accounts, and contracts, was the statute that provided trial court with authority to award prejudgment interest to electric utility, in the utility's breach of contract action against installer of turbine control system. **West's A.M.C. §§ 75-17-1(1), 75-17-7.**

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Phil B. Abernethy, Jackson, **Thomas M. Flanagan, Jr.**, Greenwood, attorneys for appellee.

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ON MOTION FOR REHEARING

CARLSON, Justice, for the Court.

¶ 1. The motion for rehearing is denied. The original opinion is withdrawn, and this opinion is substituted therefor.

¶ 2. The Leflore County Circuit Court, after conducting

a bench trial, entered judgment in favor of Greenwood Utilities Commission and against Upchurch Plumbing, Inc., and Triconex Systems, Inc., in the total amount of \$2,622,451.96, plus post-judgment interest. Upchurch Plumbing, Inc., and Triconex Systems, Inc., appeal the trial court's judgment. Finding no error, we affirm.

FACTS AND PROCEEDINGS IN THE TRIAL COURT

¶ 3. In May 1993, the Municipal Energy Agency of Mississippi (MEAM) contracted with General Electric Company (GE) for a major upgrade of three generating units at Greenwood, Yazoo City, and Clarksdale. With the written consent of GE, the Greenwood portion of that contract was fully assigned by MEAM to Greenwood Utilities Commission (Greenwood).^{FN1} In January 1995, Greenwood contracted with Upchurch Plumbing, Inc., (Upchurch) for an upgrade of the control system for its General Electric Frame V combustion turbine. Upchurch subcontracted with Triconex Systems, Inc., (Triconex) for the hardware*1103 and installation of a digital control system for the turbine, in accordance with what is referred to by the parties as Contract 103.

FN1. Greenwood is an electric company owned and operated by the City of Greenwood, and Greenwood is a member of MEAM.

¶ 4. Marion Flanagan was Greenwood's manager of the turbine project, and Kimble Kelly was Greenwood's plant superintendent, with responsibility for daily operations at Greenwood. On November 10, 1995, Hamid Niakian, a control systems specialist for Triconex, went to Greenwood for on-site testing of the turbine. An attempt to start the turbine at the rated speed of 4,860 RPM ended when the mechanical overspeed bolt tripped and shut the turbine down at a speed reported as 4,000 RPM on the Triconex controls. Niakian asked that a Greenwood employee assist him with the testing of the turbine using a Strobotac instrument^{FN2} by pointing the Strobotac instrument at a designated place while Niakian viewed the digital RPM readout in the control room. Greenwood, without objection, provided Jerry Shaw, Greenwood's maintenance supervisor, who had