

terest is not authorized by statute. Triconex argues that [Miss.Code Ann. § 75-17-1\(1\) \(Rev.2000\)](#) allows trial judges to award prejudgment interest only where expressly provided in the contract. [Miss.Code Ann. § 75-17-1\(1\)](#) states:

The legal rate of interest on all notes, accounts and contracts shall be eight percent (8%) per annum, calculated according to the actuarial method, but contracts may be made, in writing, for payment of a finance charge as otherwise provided by this section or as otherwise authorized by law.

*Id.* However, Greenwood argues that [Miss.Code Ann. § 75-17-7 \(Rev.2000\)](#) is the applicable statute and allows trial judges the discretion to award prejudgment interest. [Miss.Code Ann. § 75-17-7](#) states:

All judgments or decrees founded on any sale or contract shall bear interest at the same rate as the contract evidencing the debt on which the judgment or decree was rendered. All other judgments or decrees shall bear interest at a per annum rate set by the judge hearing the complaint from a date determined by such judge to be fair but in no event prior to the filing of the complaint.

*Id.* We find that [Miss.Code Ann. § 75-17-7](#) is the applicable statute. The trial judge relied on [Miss.Code Ann. § 75-17-7](#) in his Finding of Facts and Conclusions of Law. Thus, the trial judge acted well within his authority by awarding prejudgment interest. For these reasons, and finding no abuse of discretion on the part of the trial judge, we find this issue to be without merit.

## CONCLUSION

¶ 51. For the reasons discussed, we affirm the Leflore County Circuit Court's final judgment entered 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.

¶ 52. **AFFIRMED.**

SMITH, C.J., WALLER AND DIAZ, P.JJ., EASLEY,

DICKINSON AND RANDOLPH, JJ., CONCUR.  
GRAVES, J., CONCURS IN PART AND DISSENTS  
IN PART WITHOUT SEPARATE WRITTEN OPINION.  
LAMAR, J., NOT PARTICIPATING.

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