

GE.	00.00
2. Additional repair work outside the scope of the repair contract, but related to the overspeed event.	225,806.86
3. Collective cost to purchase additional capacity to meet contractual obligations from June, 1996 through September, 1996.	27,500.00
4. Prejudgment interest at the rate of 8% per annum on the \$1,500,000.00 payment to GE for the repair to the unit since the date of payment in this case (\$600,000.00 on 3/13/1998, \$450,000.00 on 9/9/1998, and \$450,000.00 on 11/21/1998) pursuant to § 75-17-7 of the Mississippi Code of 1972. The Court calculates the pre-judgment interest to be.	748,000.00
Total.	\$2,501,306.56

12. The Court finds that Greenwood Utilities is not entitled to all amounts included on the GE invoice for additional repair work outside the scope of the repair contract, as Mr. John Nugent of GE testified that item 1 (\$2,292.10) was not related to the overspeed event, and that he did not know whether item 10 (\$61,379.87) was related to the overspeed event.

13. The Court finds that Greenwood Utilities is not entitled to the collective cost to purchase additional capacity to meet contractual obligations from July 1997 through October, 1998, or revenues lost for reduced capacity sales to MEAM from July, 1998 through September 1998, as Greenwood Utilities had a duty to mitigate its damages, which it failed to do. See *F[r]jerson v. Delta Outdoor, Inc.*, 794 So.2d 220(¶ 14) (Miss.2001); *Wall v. Swilley*, 562 So.2d 1252, 1258 (Miss.1990); *Lovett v. E.L. Garner, Inc.*,

511 So.2d 1346, 1353 (Miss.1987).

**\*1106** 14. The Court finds that pre-judgment interest should be awarded on the cost to repair the turbine from the date of payment. This amount was known to the parties. The defendants assert that they should not be liable for pre-judgment interest due to the undetermined contribution of Greenwood Utilities to its own damage. In the Court's view, this reliance on the negligence of Greenwood Utilities is misplaced. There was never any evidence that Mr. Shaw's readings were incorrect or that he was negligent in any way. Accordingly, it was unreasonable for the defendants to rely on Greenwood Utilities' alleged negligence as a defense. The pre-judgment interest is awarded to compensate Greenwood Utilities for the loss of use of its money.

15. The Court finds that the contract between Green-