

BOOK 22¹²⁵/084

bricks laid, he was owed \$2,433.75, which included a credit of \$800.00 in payments that defendant had made to a laborer for plaintiff. Defendant had also made some payments to plaintiff. Plaintiff's wife was also present at the time of the meeting where the bricks and blocks were counted. Plaintiff and his wife testified that all parties agreed during this meeting to the number of bricks plaintiff had laid. Defendant, on the other hand, disagrees with the number of blocks plaintiff laid. Defendant also maintains he is entitled to further credit for labor payments in the amount of \$1,486.00. Defendant maintains he paid these sums to helpers or laborers for plaintiff.

Defendant does not object to the quality of plaintiff's work, in fact, everything appears to have been done in a workman-like manner. The parties do, however, disagree on the amount of funds plaintiff is entitled. In fact, defendant maintains that he has overpaid plaintiff.

I find from a preponderance of the evidence that plaintiff is entitled to \$2,433.75. I based this upon the fact that plaintiff and his wife testified they met with the defendant at the completion of the job and counted the number of bricks and blocks that had been laid. As to the disagreement between price, defendant sought out plaintiff, and accordingly, it was incumbent upon defendant to reduce the agreement to writing if he felt it necessary. Further-

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