

Plaintiff.

This dispute now before the Court is basically as to whether or not the Defendant, Signature, owes the Plaintiff any additional funds over and above the Three Thousand Dollars (\$3,000.00) for the work which the Plaintiff performed upon the Rays' residence. The Plaintiff testified that when he left the job, with the intention of returning, the project was ninety per cent (90%) complete. The Defendant further testified that in his opinion there was some extra work done and warranted due to repainting over work that had to be redone due to defects in the carentry and sheetrock work. The Defendant estimated this to be in the amount of Five Hundred Dollars (\$500.00). I find from a review of the evidence of the testimony presented in this matter, that the Plaintiff is entitled to an amount over and above the Three Thousand Dollars (\$3,000.00) which has been paid. I further find, however, that he is not entitled to the sum which he is seeking, that is, the amount of Three Thousand Seven Hundred Twenty-nine and 50/100 Dollars (\$3,729.50).

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In light of all of the testimony, and of the exhibits, keeping in mind the amount of the work performed by the Plaintiff, I find that he is entitled to an additional sum of One Thousand Four Hundred Fifty and No/100 Dollars (\$1,450.00). I arrived at this amount by taking twenty-five per cent (25%) of the \$5,800.00 contract price and giving to the Plaintiff in the form of extras. Plaintiff is not entitled to additional recovery since Defendant had to pay other painters. I do not allow the time and material figures based upon the fact that this would in effect, be penalizing Defendant for obtaining the services of new paint contractors.

Keeping with the foregoing,

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. That this action against the Defendant, Bobby Dean Ray and