

IN THE COURT OF APPEALS
AT KNOXVILLE

FILED

March 3, 1998

Cecil Crowson, Jr.
Appellate Court Clerk

INTERSTATE MECHANICAL)
CONTRACTORS, INC.,)
)
Plaintiff)

SEVIER CHANCERY)
C.A. NO. 03A01-9706-CH-00294)

vs.)

MCH PARTNERS; JIMMY R. REAGAN)
d/b/a PRECISION CONSTRUCTION)
COMPANY; HOME FEDERAL SAVINGS)
& LOAN ASSOCIATION OF UPPER)
EAST TENNESSEE; DON CONSEEN)
d/b/a DC SERVICE AND SALES;)
and CAROLYN MINNIS)
ROBERT CALLAWAY,)
)
Defendants)

DON CONSEEN d/b/a DC SERVICE)
& SALES,)
)
Third Party Plaintiff/)
Cross Plaintiff-Appellee)

HON. CHESTER S. RAINWATER)
CHANCELLOR)

vs.)

JIMMY R. REAGAN,)
)
Cross Defendant-)
Appellant)

and)

HOWARD SEXTON,)
)
Third Party Defendant-)
Appellant)

AFFIRMED AND REMANDED)

STEVEN E. MARSHALL, Marshall & Delius, Sevierville, for Appellants.

EDWARD H. HAMILTON, Brabson, Yates & Hamilton, P.L.C., Sevierville,
for Appellee.

MEMORANDUM OPINION

McMurray, J.

This appeal involves a payment dispute between the plaintiff, Don Conseen, a subcontractor doing business as DC Service & Sales, and defendants Jimmy R. Reagan and Howard Sexton, doing business as Precision Construction Company, a general contractor. Plaintiff sued for payment for construction work which he testified was requested and approved by defendants, and for which he was promised payment by the defendants. An evidentiary hearing was held. The defendants presented no proof at trial. The chancellor granted plaintiff a judgment for \$19,267.45, the amount sought by the plaintiff. The defendants appealed. We affirm the judgment of the trial court.

We have reviewed the briefs of the parties and the record on appeal and find the appellants' positions on appeal to be without merit, and that the evidence does not preponderate against the chancellor's judgment. Consequently, we affirm the judgment of the trial court in accordance with Rule 10(b), Rules of the Court of Appeals.¹ Costs on appeal are assessed to appellants and this cause is remanded to the trial court.

¹Rule 10 provides:

(b) Memorandum Opinion. The Court, with the concurrence of all judges participating in the case, may affirm, reverse, or modify the actions of the trial court by memorandum opinion when a formal opinion would have no precedential value. When a case is decided by memorandum opinion it shall be designated "MEMORANDUM OPINION," shall not be published, and shall not be cited or relied on for any reason in a subsequent unrelated case.

Don T. McMurray, Judge

CONCUR:

Houston M. Goddard, Presiding Judge

Charles D. Susano, Jr., Judge

IN THE COURT OF APPEALS
AT KNOXVILLE

INTERSTATE MECHANICAL)	SEVIER CHANCERY
CONTRACTORS, INC.,)	C.A. NO. 03A01-9706-CH-00234
)	
Plaintiff)	
)	
vs.)	
)	
MCH PARTNERS; JIMMY R. REAGAN)	
d/b/a PRECISION CONSTRUCTION)	
COMPANY; HOME FEDERAL SAVINGS)	
& LOAN ASSOCIATION OF UPPER)	
EAST TENNESSEE; DON CONSEEN)	
d/b/a DC SERVICE AND SALES;)	
and CAROLYN MINNIS)	
ROBERT CALLAWAY,)	
)	
Defendants)	
)	
DON CONSEEN d/b/a DC SERVICE)	HON. CHESTER S. RAINWATER
& SALES,)	CHANCELLOR
)	
Third Party Plaintiff/)	
Cross Plaintiff-Appellee)	
)	
vs.)	
)	
JIMMY R. REAGAN,)	
)	
Cross Defendant-)	
Appellant)	
)	
and)	
)	
HOWARD SEXTON,)	AFFIRMED AND REMANDED
)	
Third Party Defendant-)	
Appellant)	

JUDGMENT

This appeal came on to be heard upon the record from the Chancery Court of Sevier County and briefs filed on behalf of the

respective parties. Upon consideration thereof, this Court is of opinion that there was no reversible error in the trial court.

We affirm the judgment of the trial court, in accordance with Rule 10, Rules of the Court of Appeals. The case is remanded for such other action by the trial court as may be necessary. Costs on appeal are assessed to appellants.

PER CURIAM