

OPINION SUMMARY  
MISSOURI COURT OF APPEALS EASTERN DISTRICT

KOZENY WAGNER, INC.,	)	NO. ED94157
	)	
Appellant,	)	
	)	Appeal from the Circuit Court of
vs.	)	St. Louis County
	)	
SIMPLEXGRINNELL, LP,	)	Hon. Richard C. Bresnahan
	)	
Respondent.	)	FILED: September 14, 2010

Kozeny Wagner appeals the circuit court’s summary judgment denying prejudgment interest on Kozeny’s consequential damages for breach of contract by Simplex Grinnell. Kozeny asserts that the circuit court erred in that Kozeny met the statutory requirements of section 408.020 RSMo, which allows creditors to recover interest at a rate of nine percent “for all moneys after they become due and payable on written contracts.”

AFFIRMED.

DIVISION THREE HOLDS: The phrase “due and payable on written contracts” refers to moneys due pursuant to the terms of the contract but does not extend to consequential damages resulting from a breach of performance of the contract.

Opinion by: Clifford H. Ahrens, Judge      Sherri B. Sullivan, P.J. and Lawrence E. Mooney, J.

Attorney for Appellant:      James C. Owen

Attorney for Respondent:      John S. Sandberg

<b>THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.</b>
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