

OPINION SUMMARY

MISSOURI COURT OF APPEALS EASTERN DISTRICT

UNERSTALL FOUNDATIONS, INC.,)	No. ED93624
Respondent,)	
)	
vs.)	Appeal from the Circuit Court of
)	St. Louis County
CAROLINE M. CORLEY, MORTGAGE)	
ELECTRONIC REGISTRATION SYSTEMS)	
INC., SOUTH AND ASSOCIATES, P.C.,)	
Trustee, EDWARD JONES MORTGAGE,)	
LLC and JOYCE NOVOTNY,)	Honorable Colleen Dolan
Appellants,)	
)	
and)	
)	
BRUCE J. ZEBEL,)	
Defendant.)	Filed: October 12, 2010

Caroline M. Corley (Corley) appeals from the judgment of the Circuit Court of St. Louis County in favor of Unerstall Foundations, Inc. (Unerstall) on its claims for quantum meruit and enforcement of a mechanic's lien. On appeal, Corley claims that: (1) the trial court erred in not reducing Unerstall's recovery by virtue of either a set-off or recoupment and the trial court's judgment in favor of Unerstall is inconsistent with its judgment in favor Corley and against Zebell; (2) Unerstall failed to prove that Corley was unjustly enriched as required for a claim of quantum meruit; (3) the trial court applied the wrong interest rate and calculated interest based on an incorrect commencement date; and (4) Unerstall's mechanic's lien statement was deficient because it did not contain a "just and true account" of Unerstall's demand. We affirm in part and reverse and remand in part.

AFFIRMED IN PART, REVERSED and REMANDED IN PART.

Division Five Holds: The trial court did not err in refusing to reduce Unerstall's recovery pursuant to recoupment or set-off because there was sufficient evidence to support the trial court's finding that Unerstall performed its work in a workmanlike manner. The trial court's judgment in favor of Unerstall was also not inconsistent with Corley's judgment against Zebell. There was sufficient evidence to support the trial court's finding in favor of Unerstall on its claim for quantum meruit because Corley admitted that she did not pay for the work Unerstall performed. The trial court erred in applying an interest rate exceeding the statutory interest rate for interest on judgments because there was no evidence of an agreement between Unerstall and Corley for the higher rate. The trial court also erred in calculating prejudgment interest because it used a commencement date that preceded Unerstall's demand for payment from Corley. Finally, Unerstall's mechanic's lien statement constituted a "just and true account" of Unerstall's demand.

Opinion by: Patricia L. Cohen, J. Gary M. Gaertner, Jr., P.J., and Mary K. Hoff, J., concur.

Attorney for Appellants: Richard F. Huck III

Attorney for Respondent: Kurt A. Voss

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