

**COURT OF APPEALS  
DECISION  
DATED AND FILED**

February 24, 2000

Cornelia G. Clark  
Acting Clerk, Court of Appeals  
of Wisconsin

**NOTICE**

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See WIS. STAT. § 808.10 and RULE 809.62.

**No. 99-1682**

**STATE OF WISCONSIN**

**IN COURT OF APPEALS  
DISTRICT IV**

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**TAGUE ROOFING & SIDING, INC.,**

**PLAINTIFF-APPELLANT,**

**V.**

**REGENT LIQUOR, LTD.,**

**DEFENDANT-RESPONDENT.**

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APPEAL from an order of the circuit court for Dane County:  
GERALD C. NICHOL, Judge. *Affirmed.*

Before Dykman, P.J., Eich and Roggensack, JJ.

¶1 PER CURIAM. Tague Roofing & Siding, Inc. appeals from a judgment on its claim against Regent Liquor, Ltd. The issue is whether the trial court properly set the amount of interest due the plaintiff. We conclude it did, and therefore, we affirm.

¶2 Tague brought this action to recover on a contract to perform work for Regent Liquor. The complaint alleged that Regent Liquor failed to pay the final installment after the work was completed. The complaint sought the final payment, and also prejudgment interest pursuant to the contract provision for eighteen percent interest per month on late payments.

¶3 On the day set for trial, the parties appeared in court to announce that they had settled the case for \$2,104, except for taxable costs and the interest rate to be applied from the time the debt was owing, which would be determined by the court. The parties then submitted briefs. The trial court declined to enforce the contract's interest rate, and instead applied a five percent prejudgment rate and a twelve percent postjudgment rate. Tague appeals, seeking the full eighteen percent per month interest rate.

¶4 After reading the transcript, we conclude that the parties agreed to a judgment of \$2,104. This judgment was on the contract, and once the court accepted that stipulation, the contract itself became merged in the judgment. *See Production Credit Ass'n of Madison v. Laufenberg*, 143 Wis. 2d 200, 205, 420 N.W.2d 778 (Ct. App. 1988). After that, the eighteen percent provision in the contract no longer governed.

¶5 The only remaining question, then, is whether the court properly set interest on the judgment amount. We conclude it did. The trial court reasonably based its five percent prejudgment rate on WIS. STAT. § 138.04 (1997-98).<sup>1</sup> The

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<sup>1</sup> All references to the Wisconsin Statutes are to the 1997-98 version unless otherwise noted.

twelve percent rate from the date of the stipulation was proper pursuant to WIS. STAT. § 814.04(4).

*By the Court.*—Order affirmed.

This opinion will not be published. *See* WIS. STAT. RULE 809.23(1)(b)5.

