

15, 1985. Under the terms of the lease, Mr. Plunk was
obligated to maintain and keep the premises in good repair
and condition and could not make renovations or improvements
of a substantial nature without the prior written consent of
Mr. and Mrs. Panayotopoulos. Mr. Smith testified that the
Plaintiff had no understanding, contract or agreement with
Mr. and Mrs. Panayotopoulos regarding the work requested by
Mr. Plunk, nor had the Plaintiff any contact whatsoever with
Mr. and Mrs. Panayotopoulos until the Plaintiff filed and
served its Mechanic's Lien dated September 17, 1985.

Mr. Panayotopoulos, called as a witness by the
Plaintiff on the issue of consent or agreement, testified
that any work requested of the Plaintiff by Mr. Plunk was
performed without his authority, knowledge, consent,
acquiescence or ratification while the subject premises were
under the exclusive possession of Mr. Plunk pursuant to the
terms of the above lease. Mr. Panayotopoulos testified that
he had no contract or agreement with the Plaintiff for
performance of any work at the subject premises, nor was he
even aware of the alleged work until after he was served
with the Mechanic's Lien in question. Mr. Panayotopoulos
also stated that he rejected the work performed by the
Plaintiff, was not benefited thereby, and considered it a
burden and detriment to his property.

At the close of the Plaintiff's case, the attorney
for Defendants Panayotis and Anastasia Panayotopoulos moved
for involuntary dismissal, pursuant to SCRPC Rule 41(b), on
the ground that upon the facts and the law the Plaintiff

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