

failed to show any right to relief, because the essential elements of consent and/or agreement were missing.

Section 29-5-10 of the South Carolina Code of Laws, 1976, as amended, provides that for a mechanic's lien to attach to one's premises, the claimant must have furnished labor or material "by virtue of an agreement with, or by consent of, the owner" of such premises. The South Carolina Supreme Court has held that "consent" within the meaning of the above Section "implies more than mere acquiescence in a state of things already in existence. It implies an agreement to that which, but for the consent, could not exist, and in which the party consenting has a right to forbid". Guignard Brick Works v. Gantt, 159 S.E.2d 850, 851 (1968).

The Court finds that the Plaintiff failed to present any evidence showing an agreement between the Plaintiff and Mr. and Mrs. Panayotopoulos for the alleged work, nor has the Plaintiff met his burden of showing that Mr. and Mrs. Panayotopoulos consented in any fashion to the alleged work of the Plaintiff. This finding is based on the testimony of the Plaintiff's witness, as summarized hereinabove, which was consistent with the position espoused by Mr. and Mrs. Panayotopoulos. Furthermore, this Court finds that even had the Defendant property owners benefited in any manner by the work performed by the Plaintiff, which benefit said Defendants specifically denied, such use or benefit alone does not constitute consent within the meaning of the Mechanic's Lien statute. Guignard, 159 S.E.2d at

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