

"Greenville Warehouse"), made Arkon her agent, duly authorized to incur indebtedness which would be lienable on her property. The undisputed evidence shows that Arkon initially occupied a portion of Mrs. Dill's property pursuant to a sub-lease from Greenville Warehouse; that while occupying such premises under such sub-lease, Arkon took an assignment from Mrs. Dill of the right to receive rentals under the primary lease in order to protect its right to occupy said premises and to recover the payment of rentals advanced for the benefit of Greenville Warehouse; that such lease, however, was terminated effective as of July 1, 1975 and in no way affected the relationship of landlord and tenant by and between Mrs. Dill and Arkon under an Agreement of May 5, 1975; and that such Agreement of May 5, 1975 was in effect and governed the relationship by and between the parties thereto prior to and at all times during the contract between Arkon and Covil and the installation work done thereunder. I find, therefore, that at the time of contracting with Covil, Arkon was a mere tenant on Mrs. Dill's property and did not have the power to bind Mrs. Dill.

III.

Plaintiff's mechanic's lien was filed pursuant to South Carolina Code Section 45-251 which provides in part:

"§ 45-251. Person furnishing labor and materials to have lien on buildings, etc. -- Any person to whom a debt is due for labor performed or furnished or for materials furnished and actually used in the erection, alteration or repair of any building or structure upon any real estate or the boring and equipping of wells, by virtue of an agreement with, or by consent of, the owner of such building or structure, or any person having authority from, or rightfully acting for, such owner in procuring or furnishing such labor or materials shall have a lien upon such building or structure and upon the interest of the owner thereof in the lot of land upon which it is situated to secure the payment of the debt so due to him, and the costs which may arise in enforcing such lien under this chapter, including a reasonable attorney's fee, except as is otherwise provided herein."