

The property involved in the Covil contract was installed in the landlord's building to be used in conjunction with and is a part of the tenant's manufacturing operations. The plaintiff seeks to refute the characterization of this property as personal property contending by affidavit that it is attached to the realty and that it is thus an improvement to the landlord's property. It is undisputed, however, that the lease between the landlord and Arkon of May 5, 1975 grants Arkon the privilege of removing all property added to the premises, including improvements, in the following language:

"Arkon Corporation shall be entitled to remove its machinery and all fixtures, partitions or other improvements of whatever kind and nature installed upon the premises, either presently or hereafter, upon any termination of this Agreement and shall have no duty to the landlord in connection with such removal, except to exercise due care to avoid damaging the landlord's premises in removing its property."

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Under the terms of the lease just quoted, it is clear that the property involved here is not an improvement belonging to the landlord, 41 Am. Jur. 2d, Improvements, Section 3. This being true, it follows as a matter of law that there is no right to a lien on the landlord's property, 53 Am. Jur. 2d, Mechanic's Liens, Section 110. On this additional ground, therefore, plaintiff's claim to a lien must be declared invalid.

Therefore, it is ORDERED, ADJUDGED AND DECREED that plaintiff's mechanic's lien filed in the R.M.C. Office for Greenville County in Mechanic's Lien Book 17 at Page 950 be vacated and cancelled of record.

It is FURTHER ORDERED, ADJUDGED AND DECREED that all references in plaintiff's complaint to such mechanic's lien be stricken.

April 18th 1977
Greenville, S. C.

Frank Eppes
Frank Eppes, Judge

A Docketed Copy
Clerk of Court C. P. & C. S.
Ex-Officio Clerk of Court
Greenville County, S. C.

Dated APR 20 1977
W. C. Vickers, Jr. Clerk

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