

From the pleadings, affidavits and testimony in this case, this Court finds that it has jurisdiction of the parties and of the subject matter of this action.

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Due to the following reasons, it will not be necessary to give a description of the property in this action. From the testimony of the Defendant, Bobby Dean Ray, the same being corroborated by Michael T. Delasandro, it appears that the final payment upon the original contract price in this case was paid during October of 1988. The amount of the payment at that time was the full original amount due the Defendant, Signature Homes, at that time. It is uncontradicted that the Mechanics Lien was filed on January 10, 1989, subsequent to the payment by the Rays to Signature Homes, Inc. In order for a mechanics lien to be effective under Section 29-5-40, Code of Laws of South Carolina (1976, as amended), the lien must be perfected prior to disbursement of the contract price to the contractor.

For the reasons stated above, the action against the owners is herewith dismissed, and the lien against the property is dissolved.

There was testimony between the Defendants, Bobby Dean Ray, and Michael T. Delasandro, concerning monies due one or the other for work done or not done under the original contract. This Court in no way at this time by inference or otherwise makes any finding of fact as to this dispute between these two parties and leaves same open to a resolution as they may deem fit.

The Court will now turn its attention to the dispute between the Plaintiff and the remaining Defendant, Signature Homes, Inc. From the pleadings and testimony, I find that the Plaintiff and Signature had a previous relationship with regard to the Plaintiff performing painting jobs on residential properties being constructed by Signature. I find that in