

over 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. ***"

The question of the definition of "consent" referred to in this statute has been before our Courts in a number of cases, all of which follow the definition spelled out in Gray v. Walker, 16 S. C. 147 (1881):

"Consent *** implies something more than a 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 which the party consenting has the right to forbid."

See Guignard Brick Works v. Gantt, 151 S. C. 29, 159, S. E. 2d 850 (1968); Gantt v. Van der Hoek, 251 S. C. 307, 162 S. E. 2d 267 (1968); Andrews v. Home Reform Soc., et al., 219 S. C. 62, 64 S. E. 2d 17 (1951); Metz v. Critcher, 86 S. C. 348, 68 S. E. 627 (1910); Ceddes v. Bowden, 19 S. C. 1 (1883); 25 S. C. Law Review 817 (1974).

The record is clear that the four claimants dealt directly with Dawkins, and that each entered into a separate agreement with Dawkins concerning the furnishing of labor and materials. The Master has found that the landowner consented to each of these agreements and that the liens against the leased lot should be foreclosed. Exceptions having been made to these findings, it becomes necessary to review the record as it relates to each plaintiff.

HIP'S CLAIM

As to the claim of Hip Truss, Inc. (Hip) there is no evidence that any of Hip's personnel ever had any dealings, discussions, or contacts of any nature with the landowner. The Secretary-Treasurer of Hip, and Hip's only witness, stated that she did not know Burns, and that she knew of no way the sale of the materials to Dawkins affected Burns (Testimony, p. 71):

"Q. Mrs. Hippensteel, you don't know Harvey Lee Burns, do you?

A. No sir, I do not.

Q. You don't know any way that your sale of this material to James C. Dawkins, Inc. to effect Mr. Burns, do you?

A. I know of no way, no sir."

The testimony indicates that Burns was aware of the installation of the trusses on the job, but I find no evidence that the materials were furnished or installed as a result of anything that the landowner did or said. Knowledge alone does not constitute consent. Gray v. Walker, supra.

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