

MOORE'S CLAIM

Moore stated that he installed extruded curbing on the premises at the request of Dawkins, who he assumed to be the owner of the property. He had no dealings whatever with Burns, and did not know Burns. Moore admitted that in his dealings with Dawkins he made no inquiry or attempt to determine for whom Dawkins was contracting. When his job was completed, he billed Dawkins.

On pages 36 and 37 of the transcript:

"Q. You didn't ask him (Dawkins) who he was contracting for, or anything?

A. No.

Q. Or whether he was owner, or what?

A. No."

I can find no evidence that Burns consented to Moore's agreement with Dawkins other than the mere fact that the landowner was aware that the curbing was being installed. This is not sufficient, under South Carolina law, to constitute "consent", or to entitle claimant to a foreclosure sale of the landowner's property.

SLOAN'S CLAIM

Sloan's services involved the grading and paving of the lot. He was employed by Dawkins, or one of Dawkins' employees. While Sloan was in the process of grading, Burns went over to the job site and requested that the grade be changed so as to avoid surface water being run onto the landowner's adjacent property. When this request was made, Sloan talked with Dawkins and was told by Dawkins to "go ahead" and change the grade.

Sloan knew that Burns owned the land, but there is no evidence that he made any inquiry of Dawkins, or anyone, as to Dawkins' authority to contract with him. When the work was completed he billed Dawkins.

Sloan's testimony (p. 72) clearly shows that he looked to Dawkins as his supervisor:

"Q. Who did you look to as your supervisor on the job.

A. The man that hired me?

Q. Yes sir.

A. Dawkins."