

property - not the Lil' Farmer site. Burns' ownership of his property gave him the authority to request, or even to demand, that pipe meeting his specifications be installed and that the catch basins be properly located. As to the Lil' Farmer site, the record is void of any evidence that Burns directed, controlled, monitored, or in any manner supervised Easley's work thereon.

Although Sloan and Easley's personnel were aware that Burns owned the site, no effort was made by either to determine the interest of Dawkins in the property or his authority to contract for the work performed.

In 57 C.J.S. Mechanics' Liens, Section 57, at page 547, it is stated:

"A person contracting to furnish labor or materials for the improvement of property is charged with the duty of ascertaining the existence, nature, and extent of the title or interest, if any, of the person with whom he contracts. He is bound to take notice and is charged with knowledge of matters shown by the public records, and is put on inquiry by the fact that the title to the property is not in the name of the party making the contract, or by knowledge that, although in possession he is not the owner of the premises. ***" (Emphasis added)

The Master found that the unrecorded lease should not be considered on the question of property rights and that it is not entitled to recognition. Such finding does not assist the claimants. They had a duty to determine Dawkins' interest in the property, and if this duty had been properly assumed they would undoubtedly have learned of the lease and of Dawkins' source of authority for entering into contracts concerning the improvements.

The Master also found that if claimants had made a title search "they would have found that Burns owned the property and no record of any lease." Such does not answer the purpose or object of the inquiry. Claimants had the duty to go further and ascertain Dawkins' interest, and having failed to so do they dealt with Dawkins at their own peril.

Claimants contend that they did not have knowledge of the lease. Yet, it was urged that this very lease required a building to be placed on the premises and that this requirement constitutes consent. I cannot agree that the lease required a building. It may be said that a building was impliedly authorized - as is the case in many ground leases - but no requirement thereabouts can be read into the instrument. The fact that the property had been under lease for more than two years without the benefit of a building, during which time the landowner received his rentals is evidence that no building was required.