

The sale of a house and lot while the building is in process of erection, can not affect the right to a lien of a mechanic previously employed, and who continues to be employed thereafter. *Miller v. Barroll*, 14 Md. 183.

For a case holding that articles were furnished under the authority of the owner, and hence that the lien could be enforced, see *Weber v. Weatherby*, 34 Md. 661. And see *Real Estate Co. v. Phillips*, 90 Md. 527.

#### Release of certain houses.

Where materials are furnished for two houses, and the material man releases his lien as to one of them, he can not claim a lien against the other for the materials furnished for the house so released. *Wilson v. Wilson*, 51 Md. 160; *Nickel v. Blanch*, 67 Md. 460.

Where there is an entire contract to furnish materials for certain houses, and the claimant releases some of the houses from his lien, the burden is on the parties attacking the lien to show which materials went into the houses released, and for which therefore there should be no lien. Waiver of liens. *Maryland Brick Co. v. Dunkerly*, 85 Md. 212.

#### Act 1898, ch. 502.

The act of 1898, ch. 502, repealed as to Baltimore city, all sections of article 63 providing for a lien for materials. That act wiped out all liens which at the time of its passage had not been commenced, prosecuted and concluded. The right to a mechanics' lien for materials, is not a vested right, and hence the act of 1898, ch. 502, is constitutional. *Wilson v. Simon*, 91 Md. 4.

The purpose of the act of 1898, ch. 502, was to eliminate from the lien law as respects Baltimore city, all liens for materials. In Baltimore city, where an entire contract embraces both labor and materials, there can be no lien even for the labor. Models furnished by a marble cutter as a means of guiding and fashioning the work, do not constitute materials, and hence such contract is for labor only. A contract with a marble cutter, held to be for labor and not for materials. The words "on or about" as used in the act of 1898, ch. 502, section 1, construed. *Evans Co. v. International Trust Co.*, 101 Md. 213.

#### Generally.

Where an entire contract is entered into for work on a row of houses, the lien extends to all the houses, and it makes no difference as to how much material went into any one house. The claimant need not show that the materials actually went into the buildings, provided they were contracted for and delivered. Part performance. The lien will be enforced notwithstanding errors in the account—the auditor can correct them. *Fulton v. Parlett*, 104 Md. 69; *Maryland Brick Co. v. Dunkerly*, 85 Md. 212; *Maryland Brick Co. v. Spillman*, 76 Md. 341; *Wilson v. Wilson*, 51 Md. 160. And see *Gunther v. Bennett*, 72 Md. 386; *Watts v. Whittington*, 48 Md. 357; *Greenway v. Turner*, 4 Md. 305.

Proceedings for the enforcement of mechanics' liens, are exclusively *in rem*—effect thereof. The court need not determine whether the party named as owner in the claim as filed, is the real owner. *Shryock v. Hensel*, 95 Md. 626. And see *Kelly v. Gilbert*, 78 Md. 438; *Miller v. Barroll*, 14 Md. 183. *Cf. McKim v. Mason*, 3 Md. Ch. 212.

The assignee of a mechanics' lien claim, takes it subject to the equities enforceable against it in the hands of the assignor. Waiver of mechanics' lien. Estoppel. *Goldman v. Brinton*, 90 Md. 264.

As to waiver of mechanics' liens, see also, *Maryland Brick Co. v. Dunkerly*, 85 Md. 212; *Sodini v. Winter*, 32 Md. 134.

The claimant is entitled to interest from the time his claim is filed. *Hensel v. Johnson*, 94 Md. 737; *German, etc., Church v. Heise*, 44 Md. 472.

A lien claimant has an insurable interest in a building prior to the filing of his claim under section 23. *Franklin Co. v. Coates*, 14 Md. 296; *Sodini v. Winter*, 32 Md. 133.

Nature and extent of a mechanics' lien. *Evans Co. v. International Trust Co.*, 101 Md. 213; *Wilson v. Simon*, 91 Md. 6; *Willison v. Douglas*, 66 Md. 102; *Reindollar v. Flickinger*, 59 Md. 471; *McLaughlin v. Reinhart*, 54 Md. 76;