

After the expiration of the time within which the lien may be filed, the claim as filed can not be amended so as to change the location of the property. *Gault v. Wittman*, 34 Md. 36.

This section does not require that the claim filed by a material man, state the name of the contractor. *Fulton v. Parlett*, 104 Md. 68.

A claim filed in compliance with this section, performs the office of a declaration. *Kees v. Kerney*, 5 Md. 422.

This section held to have been complied with. *Treusch v. Shryock*, 51 Md. 171; *Pue v. Hetzell*, 16 Md. 549. *Cf. Carson v. White*, 6 Gill, 27.

Cited but not construed in *Real Estate Co. v. Phillips*, 90 Md. 524; *Franklin Ins. Co. v. Coates*, 14 Md. 296; *Thomas v. Barber*, 10 Md. 389.

See notes to sections 1 and 44.

1904, art. 63, sec. 20. 1888, art. 63, sec. 20. 1860, art. 61, sec. 20.
1845, ch. 287, sec. 2.

20. Where a claim is filed by a contractor or builder who is indebted for work done or materials furnished at his request or on his account, the persons to whom he may be indebted shall have the benefit of such lien, and may, by petition, claim to be paid the amount due them by such contractor or builder out of the moneys to be received for such claim or lien; and the same shall be apportioned in such manner and form and by such proceedings as shall be equitable and just.

Ibid. sec. 21. 1888, art. 63, sec. 20. 1860, art. 61, sec. 21.
1838, ch. 205, sec. 12.

21. In every case in which one claim for materials shall be filed by the person preferring the same against two or more buildings owned by the same person, the person filing such joint claim shall at the same time designate the amount he claims to be due him on each of said buildings, otherwise such claim shall be postponed to other lien creditors; and the lien of such claimant shall not extend beyond the amount so designated as against other creditors having liens by judgment, mortgage or otherwise.

Where materials are furnished for a row of houses under one contract, and the materials going into certain of the houses only have been furnished within six months, the lien is valid as to all of the houses, and the amount due by each house will be apportioned under this section. *Okisko Co. v. Matthews*, 3 Md. 177.

Where materials for two rows of houses are furnished under an entire contract, the fact that the two rows are separated by an alley, does not prevent the operation of this section. *Goldheim v. Clark*, 68 Md. 504.

A failure to apportion a claim, does not defeat the claim, but postpones it "to other lien creditors." *Fulton v. Parlett*, 104 Md. 69.

This section complied with. *Plummer v. Eckenrode*, 50 Md. 232.
See sec. 30.

Ibid. sec. 22. 1888, art. 63, sec. 22. 1860, art. 61, sec. 22. 1845, ch. 176.
sec. 4. 1868, ch. 23.

22. Every machine, wharf and bridge erected, constructed or repaired within this State shall be subject to a lien in like manner as buildings are made subject under the provisions of this article.

The machine contemplated by this section is one which has not lost its character as a movable chattel. A heating apparatus, consisting of boiler, furnace, etc., is not such a machine. *Stebbins v. Culbreth*, 86 Md. 657. *Nicolai v. Baltimore*, 100 Md. 585.