

builder, the said contractor or builder shall receive only the difference between the amount due him and that due the person giving the notice.

The notice required by sec. 11 is in order to enable owner to comply with this section. *Fulton v. Parlett*, 104 Md. 66. And see *Greenway v. Turner*, 4 Md. 304.

This section referred to in determining the sufficiency of a notice under sec. 11. *Thomas v. Barber*, 10 Md. 391.

See notes to sec. 1.

An. Code, 1924, sec. 14. 1912, sec. 14. 1904, sec. 14. 1888, sec. 14. 1845, ch. 176, sec. 5.

14. Any person furnishing work or materials, or both, and complying with the provisions of this article shall be entitled to the lien hereby given without regard to the amount of his claim.

This section applied. *Wilhelm v. Roe*, 158 Md. 624.

Under this section and in light of sec. 24, fact that plaintiff's claim is less than twenty dollars is immaterial. *Watts v. Whittington*, 48 Md. 357.

An. Code, 1924, sec. 15. 1912, sec. 15. 1904, sec. 15. 1888, sec. 15. 1838, ch. 205, sec. 9. 1845, ch. 287, sec. 7.

15. The lien hereby given shall be preferred to all mortgages, judgments, liens and encumbrances which attach upon the said building or the grounds covered thereby subsequently to the commencement thereof; and all the mortgages and liens other than liens which have attached thereto prior to the commencement of the said building and which by the laws of this State are required to be recorded shall be postponed to said lien, unless recorded prior to the commencement of said building.

A mortgage lien on building acquired after erection of building was begun is subordinate to mechanics' liens incurred in erection thereof. *Parker v. Morgan*, 170 Md. 7.

This section applied. *Wilhelm v. Roe*, 158 Md. 624.

This section referred to in construing sec. 1. *Moreland v. Meade*, 162 Md. 95.

Cited but not construed in *Eisenger Mill, etc., Co. v. Dillon*, 159 Md. 190.

When a mechanics' lien attaches prior to a judgment, former is superior claim and a purchaser under a *sci. fa.* to enforce judgment takes subject to mechanics' lien. Held that validity of mechanics' lien claim was established for purposes of decree and that it was not subject to an attack in a proceeding of character of case at bar upon grounds alleged in bill by one holding a lien like that of appellee. *Long Contracting Co. v. Albert*, 116 Md. 115.

This section has no application to deeds, and where a deed creating a lease for ninety-nine years, renewable forever, is executed prior to commencement of a building, although recorded thereafter, mechanics' lien attaches only to leasehold interest. Rights of *bona fide* purchaser of reversion. *Behler v. Ijams*, 72 Md. 196. *Cf. Miller v. Barroll*, 14 Md. 183.

Where prior to commencement of a building, a judgment is confessed as security for certain future advances, the judgment has priority over a mechanics' lien, although advances were not actually made until after building was commenced. *Robinson v. Consolidated Real Estate Co.*, 55 Md. 111.

This section applies to a lien for materials, as well as for labor. This section applied. *Rosenthal v. Maryland Brick Co.*, 61 Md. 594 (explaining *Robinson v. Consolidated Real Estate Co.*, 55 Md. 111). *Cf. Heath v. Tyler*, 44 Md. 317.

Where a machine against which mechanics' lien claim has been filed is sold in equity *en masse* with real estate, with an agreement that the whole was to be sold free from incumbrances, lien claimant is entitled to share in proceeds, and to that end relative value of real estate and machinery may be proven. *Wells v. Canton Co.*, 3 Md. 242 (overruling *Jones v. Hancock*, 1 Md. Ch. 190).

The lien of a machinist on a machine which he builds and then puts up in a factory which is subject to a prior mortgage is subordinate to mortgage—see sec. 22. *Denmead v. Bank of Baltimore*, 9 Md. 183. And see *Jones v. Hancock*, 1 Md. Ch. 189. *Cf. McKim v. Mason*, 3 Md. Ch. 210.

As to when the building has been commenced within meaning of this section, see *Kelly v. Rosenstock*, 45 Md. 392; *Jean v. Wilson*, 38 Md. 295; *Brooks v. Lester*, 36 Md. 70.

This section has no application to vessels—see notes to sec. 38. *The Marcella Ann*, 34 Fed. 143.

Cited but not construed in *Filston Farm Co. v. Henderson*, 106 Md. 373; *McLaughlin v. Reinhart*, 54 Md. 76.

Mechanics' liens are not impaired by exemptions from execution—art. 83, sec. 12. See sec. 9 and notes.