

amount having been fixed on work or materials separately. *Gunther v. Bennett*, 72 Md. 388. And see *Pue v. Hetzell*, 16 Md. 549.

A lien claim held insufficient, as not showing the nature and character of the contract. *Baker v. Winter*, 15 Md. 9.

#### Designation of owner.

It is essential that lien claim state the owner or reputed owner of the building. *Reindollar v. Flickinger*, 59 Md. 471; *Wehr v. Shryock*, 55 Md. 336.

Under this section, claimant may use designation of owner or reputed owner as prudence suggests. Sec. 11 will be construed in connection with this section, and a claim which uses one designation hereunder cannot be defeated because the other designation is used in notice required by sec. 11. A claimant is justified in naming as owner person appearing as such on public records. If designation as owner or reputed owner is made in good faith, lien will not be lost because it subsequently appears that some other person is owner. *Shryock v. Hensel*, 95 Md. 624.

#### Generally.

If this section is complied with, no bill of particulars can be demanded. If it is not complied with and proceedings are taken by *scire facias*, proper practice is to move to quash writ. *Wilson v. Merryman*, 48 Md. 337. See also *Baker v. Winter*, 15 Md. 7.

The lien will be enforced notwithstanding errors in the account—the auditor can correct such errors. *Maryland Brick Co. v. Spilman*, 76 Md. 346.

The question of whether a charge without dates, items or prices of items, was a sufficient compliance with this section, not passed on. Items held sufficient. Object of this section. *Brunt v. Farinholt Co.*, 121 Md. 135.

Claims held defective because neither accounts nor any paper accompanying them showed at what time materials were furnished; object of the portion of this section so requiring. Other lien claims allowed. *Rust v. Chisolm*, 57 Md. 382.

Certain errors in account annexed to lien claim, held not to invalidate such lien; whole claim is not invalidated by improper inclusion of certain items. *Development Corp. v. Ross*, 142 Md. 523.

A lien claim is insufficient if no date is given as to time when materials were furnished or labor done. Interest. *Dugan v. Howard*, 130 Md. 118.

After expiration of time within which lien may be filed, claim as filed cannot be amended so as to change location of 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 secs. 1, 23 and 35.

An. Code, 1924, sec. 20. 1912, sec. 20. 1904, sec. 20. 1888, 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.

Cited but not construed in *Baltimore Warehouse Co. v. Canton Lumber Co.*, 118 Md. 138.

See notes to sec. 1.

An. Code, 1924, sec. 21. 1912, sec. 21. 1904, sec. 21. 1888, sec. 20. 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.