

Where materials are furnished for a row of houses under one contract, and materials going into certain of houses only have been furnished within six months, the lien is valid as to all of the houses, and 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 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; *Development Corp. v. Ross*, 142 Md. 525; *Caltrider v. Isberg*, 148 Md. 664.

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

An. Code, 1924, sec. 22. 1912, sec. 22. 1904, sec. 22. 1888, 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.

Wall or bulkhead built to retain refuse dumped behind it, held not to be wharf within meaning of this section. *Canton Lumber Co. v. Cooper*, 75F (2d) 92.

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; *Shacks v. Ford*, 128 Md. 290.

This section does not give a lien for machinery purchased for manufacturing materials for a bridge, nor for appliances used to carry such materials to the bridge. While lien law is to be liberally construed, it cannot be stretched beyond its limits. *Basshor v. B. & O. R. R. Co.*, 65 Md. 103.

This section is not applicable to coal cars, nor to any machinery movable in its operation or use. *New England, etc., Co. v. B. & O. R. R. Co.*, 11 Md. 89.

The lien of a machinist on a machine which he builds and then puts up in a factory which is already subject to a mortgage is subordinate to mortgage—see sec. 15. How lien may arise under this section. *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.

Where a machine against which a 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 the 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).

See secs. 1 and 34 and notes.

An. Code, 1924, sec. 23. 1912, sec. 23. 1904, sec. 23. 1888, sec. 23. 1838, ch. 205, sec. 13.

23. Every such debt shall be a lien until after the expiration of six months after the work has been finished or the materials furnished, although no claim has been filed therefor, but no longer, unless a claim shall be filed at or before the expiration of that period.

Time of filing claim.

When claim may be filed in six months from last item on account, and when it must be filed in six months from time of furnishing of different parcels of materials or doing of different portions of the work—when contracts are entire and when separate and distinct. The claim must be filed within six months from completion of work for which claim is filed, and not from completion of building. Computation of time. *German, etc., Church v. Heise*, 44 Md. 476; *Hensel v. Johnson*, 94 Md. 732; *Clark v. Boorman*, 89 Md. 432; *Maryland Brick Co. v. Dunkerly*, 85 Md. 210; *Wilson v. Wilson*, 51 Md. 159; *Watts v. Whittington*, 48 Md. 356; *Okisko Co. v. Matthews*, 3 Md. 176; *Wix v. Bowling*, 120 Md. 267.

Where materials are furnished for a row of houses under one contract, and materials going into certain of houses only have been furnished within six months, lien is valid as to all of houses. *Okisko Co. v. Matthews*, 3 Md. 177.

Where bricks are furnished, as ordered, for a number of houses without a special contract, and three of them are completed more than six months before filing of the lien and are sold of record before filing of the lien, the delivery of bricks for certain of the other houses within the six months will not extend time so as to give contractor a lien on three houses so completed and sold. *Ortwine v. Caskey*, 43 Md. 138.

The six months begins to run as to labor, from time building is completed; as to materials, from time they are furnished. *Heath v. Tyler*, 44 Md. 318. *Cf. Rosenthal v. Maryland Brick Co.*, 61 Md. 596.