

ARTICLE LXIII.

MECHANICS' LIEN.

Garages.

54. Motor vehicles, lien for storage, accessories, etc.; effect of; waiver.

1.

Lands or buildings belonging to the state (such as a building being erected for the Springfield state hospital), are not subject to mechanics' liens; neither sections 13, 20 nor 41 affect this conclusion. *In re Fowble*, 213 Fed. 676.

Where the cost of a heating plant is not one-fourth of the value of the building in which it is installed, there can be no lien under this section. *Shacks v. Ford*, 128 Md. 288.

2.

Where a heating plant is not put in until after the building is completed, there can be no lien under this section. *Shacks v. Ford*, 128 Md. 288.

3.

This section applied where the lienor received a note from the builder. *Frederick County Natl. Bk. v. Dunn*, 125 Md. 398.

11.

A contractor held not to have been the agent of the owners, and the former having bought the materials, the notice prescribed by this section was required. A letter from the material man to the owner held not to amount to notice. The right of the material man to a lien does not depend on, and is not affected by, the question of whether the owner has money in his hands due the builder, nor whether the former has performed his contract with the latter. The ruling that the notice required by this section is unnecessary where the owners are also the builders does not apply if the owners, who later become builders, are not the original purchasers of the material. *Richardson v. Saltz*, 127 Md. 392.

A notice of mechanics' lien held defective; it is doubtful whether the notice is amendable under section 41. *Quavre*, whether the notice was filed in time since it was not clear that certain work was not done to keep the lien in force without notice to the owner and without recording it. *Dugan v. Howard*, 130 Md. 118.

Contract held not to have been wholly performed until July, and consequently a notice given on the 7th of August was in time. *Estoppel*. How time is to be computed where there are separate contracts relating to the same building, and also where there is but a single entire contract. *Frederick County Natl. Bk. v. Dunn*, 125 Md. 395.

To the second note to this section under the title "Generally," on page 1459 of volume 2 of the Annotated Code, add "*cf. Richardson v. Saltz*, 127 Md. 390."

13.

See notes to section 1.

19.

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