

witness and within sixty days, place said notice upon the door or other front part of said building and shall file a claim with the clerk of the circuit court for the county or the superior court of Baltimore city, as the case may be, as hereinafter mentioned.

This section does not give the claimant an option, but can only be availed of when it is proven that the notice required by section 11, is impracticable. Held that claimant was not entitled to resort to this section. *Hill v. Kaufman*, 98 Md. 251; *Hensel v. Johnson*, 94 Md. 735; *Kenly v. Sisters of Charity*, 63 Md. 309.

The notice prescribed by this section should be addressed to the person for whom it is intended, the owner or his agent, naming him. *Hensel v. Johnson*, 94 Md. 736; *Kenly v. Sisters of Charity*, 63 Md. 310.

1904, art. 63, sec. 13. 1888, art. 63, sec. 13. 1860, art. 61, sec. 13.  
1845, ch. 287, sec. 8.

**13.** In all cases in which a contractor or builder of a house shall have purchased materials or contracted for work and the party with whom such contract was made shall have given notice as required in the two preceding sections to the owner of such building, it shall be lawful for the owner to retain from the cost of such building the amount which he may ascertain to be due to the party giving such notice; and in case any lien be laid by the party giving such notice and be also laid by the contractor or 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 section 11, is in order to enable the 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 section 11. *Thomas v. Barber*, 10 Md. 391.

*Ibid.* sec. 14. 1888, art. 63, sec. 14. 1860, art. 61, 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.

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

*Ibid.* sec. 15. 1888, art. 63, sec. 15. 1860, art. 61, 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.

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