

1904, art. 63, sec. 18. 1888, art. 63, sec. 18. 1860, art. 61, sec. 18.
1838, ch. 205, sec. 3.

18. The clerks of the circuit courts for the several counties and the superior court of Baltimore city shall each procure and keep a docket or book to be called "The mechanics' lien docket," in which he shall record all designations or descriptions of lots or pieces of ground and all claims which may be filed by virtue of this article together with the day of filing the same and shall cause the names of the owner of the lot of ground and of the contractor, architect or builder, if such be named, and of the person claiming the lien under this law to be recorded therein.

Ibid. sec. 19. 1888, art. 63, sec. 19. 1860, art. 61, sec. 19.
1838, ch. 205, sec. 11.

19. Every such claim shall set forth: first, the name of the party claimant and of the owner or reputed owner of the building, and also of the contractor or architect, or builder, when the contract was made by the claimant with such contractor, architect or builder; second, the amount or sum claimed to be due and the nature or kind of work or the kind and amount of materials furnished and the time when the materials were furnished or the work done; thirdly, the locality of the building and the number and size of the stories of the same, or such other matters of description as may be necessary to identify the same.

How contract should be set out.

A lien claim which includes work and materials under two or more contracts, should give the dates for each, and the general statement that the work had been finished and the materials furnished within less than six months. is not sufficient. *Clark v. Boarman*, 89 Md. 432.

Where the contract is to do certain work and to furnish certain materials for a lump sum, the claim filed under this section need not do more than set out the contract price, no amount having been fixed on the 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 the 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, the claimant may use the designation of owner or reputed owner as prudence suggests. Section 11 will be construed in connection with this section, and a claim which uses one designation hereunder, can not be defeated because the other designation is used in the notice required by section 11. A claimant is justified in naming as owner the person appearing as such on the public records. If the designation as owner or reputed owner is made in good faith, the lien will not be lost because it subsequently appears that some other person is the 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*, the proper practice is to move to quash the 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.