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 the lien law is to be liberally construed, it can not 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 the mortgage—see section 15. How a 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, the lien claimant is entitled to share in the proceeds, and to that end the relative value of the real estate and machinery may be proven. Wells *v.* Canton Co., 3 Md. 242 (overruling Jones *v.* Hancock, 1 Md. Ch. 190).

See sections 1 and 43 and notes.

1904, art. 63, sec. 23. 1888, art. 63, sec. 23. 1860. art. 61, 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 the claim may be filed in six months from the last item on the account, and when it must be filed in six months from the time of the furnishing of different parcels of materials or the 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 the completion of the work for which the claim is filed, and not from the completion of the building. Computation of time. German, etc., Church *v.* Heise, 44 Md. 476; Hensel *v.* Johnson, 94 Md. 732; Clark *v.* Boarman, 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.

Where materials are furnished for a row of houses under one contract, and the materials going into certain of the houses only have been furnished within six months, the lien is valid as to all of the 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 the filing of the lien and are sold of record before the filing of the lien, the delivery of bricks for certain of the other houses within the six months will not extend the time so as to give the contractor a lien on the three houses so completed and sold. Ortwine *v.* Caskey, 43 Md. 138.

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

Unless delivery of materials is proved within six months of the filing of the claim, there can be no lien. Wilson *v.* Wilson, 51 Md. 160; Ortwine *v.* Caskey, 43 Md. 138.

Claim held to have been filed in time. German, etc., Church *v.* Heise, 44 Md. 476; Baker *v.* Winter, 15 Md. 10. *Cf.* Maryland Brick Co. *v.* Dunkerly, 85 Md. 211; Jean *v.* Wilson, 38 Md. 298.

Generally.

A claim will not be allowed where it is proven that certain materials were furnished merely for the purpose of extending the time within which the claim might be filed. Heath *v.* Tyler, 44 Md. 317. And see Greenway *v.* Turner, 4 Md. 305.