

The right to a mechanics' lien is not a vested one, but is a remedy only, created by statute; right to lien depends entirely upon statute, and party seeking remedy must come within provisions of statute. *Maryland Casualty Co. v. Lacios*, 121 Md. 690.

In Baltimore city there is a mechanics' lien only for labor and not for materials. Where an indivisible building contract includes labor and materials, there is in Baltimore city no lien for either. Punctuation is not an essential part of act; act of 1910, ch. 52, interpreted. *Dunn v. Brager*, 116 Md. 244. And see *Dipaula v. Green*, 116 Md. 494.

The sale of a house and lot while the building is in process of erection cannot affect right to a lien of a mechanic previously employed, and who continues to be employed thereafter. *Miller v. Barroll*, 14 Md. 183.

For a case holding that articles were furnished under authority of owner, and hence that lien could be enforced, see *Weber v. Weatherby*, 34 Md. 661. And see *Real Estate Co. v. Phillips*, 90 Md. 527.

Release of certain houses.

Where materials are furnished for two houses, and material man releases his lien as to one of them, he cannot claim lien against the other for materials furnished for house so released. *Wilson v. Wilson*, 51 Md. 160; *Nickel v. Blanch*, 67 Md. 460.

Where there is an entire contract to furnish materials for certain houses, and claimant releases some of houses from his lien, the burden is on parties attacking lien to show which materials went into houses released, and for which therefore there should be no lien. *Waiver of liens. Maryland Brick Co. v. Dunkerly*, 85 Md. 212.

Act 1898, ch. 502.

The act of 1898, ch. 502, repealed as to Baltimore city all sections of art. 63 providing for a lien for materials. That act wiped out all liens which at time of its passage had not been commenced, prosecuted and concluded. The right to a mechanics' lien for materials is not a vested right, and hence act of 1898, ch. 502, is constitutional. *Wilson v. Simon*, 91 Md. 4.

Purpose of act of 1898, ch. 502, was to eliminate from lien law as respects Baltimore city all liens for materials. In Baltimore city, where an entire contract embraces both labor and materials, there can be no lien even for labor. Models furnished by a marble cutter as a means of guiding and fashioning the work do not constitute materials, and hence such contract is for labor only. A contract with a marble cutter, held to be for labor and not for materials. The words "on or about" as used in act of 1898, ch. 502, sec. 1, construed. *Evans Co. v. International Trust Co.*, 101 Md. 213; *Md. Casualty Co. v. Lacios*, 121 Md. 688.

Generally.

Where an entire contract is entered into for work on a row of houses, the lien extends to all houses, and it makes no difference as to how much material went into any one house. The claimant need not show that the materials actually went into buildings, provided they were contracted for and delivered. Part performance. The lien will be enforced notwithstanding errors in the account—auditor can correct them. *Fulton v. Parlett*, 104 Md. 69; *Maryland Brick Co. v. Dunkerly*, 85 Md. 212; *Maryland Brick Co. v. Spilman*, 76 Md. 341; *Wilson v. Wilson*, 51 Md. 160. And see *Gunther v. Bennett*, 72 Md. 386; *Watts v. Whittington*, 48 Md. 357; *Greenway v. Turner*, 4 Md. 305.

Proceedings for enforcement of mechanics' liens, are exclusively *in rem*—effect thereof. The court need not determine whether party named as owner in claim as filed is real owner. *Shryock v. Hensel*, 95 Md. 626. And see *Kelly v. Gilbert*, 78 Md. 438; *Miller v. Barroll*, 14 Md. 183. *Cf. McKim v. Mason*, 3 Md. Ch. 212.

The assignee of a mechanics' lien claim takes it subject to equities enforceable against it in hands of assignor. *Waiver of mechanics' lien. Estoppel. Goldman v. Brinton*, 90 Md. 264.

There being no lien for materials in Baltimore city, an agreement to pay a claim provided no lien (for materials) be filed is void because it has no consideration. *Dipaula v. Green*, 116 Md. 494.

The act of 1910, ch. 52 (p. 564), was validly passed and is constitutional. *Baltimore Warehouse Co. v. Canton Lumber Co.*, 118 Md. 138.

As to waiver of mechanics' liens, see also *Maryland Brick Co. v. Dunkerly*, 85 Md. 212; *Sodini v. Winter*, 32 Md. 134.