

The claimant is entitled to interest from the time his claim is filed. *Hensel v. Johnson*, 94 Md. 737; *German, etc., Church v. Heise*, 44 Md. 472.

A lien claimant has an insurable interest in a building prior to filing of his claim under sec. 23. *Franklin Co. v. Coates*, 14 Md. 296; *Sodini v. Winter*, 32 Md. 133.

Nature and extent of a mechanics' lien. *Evans Co. v. International Trust Co.*, 101 Md. 218; *Wilson v. Simon*, 91 Md. 6; *Willison v. Douglas*, 66 Md. 102; *Rein-dollar v. Flickinger*, 59 Md. 471; *McLaughlin v. Reinhart*, 54 Md. 76; *Treusch v. Shryock*, 51 Md. 172; *Blake v. Pitcher*, 46 Md. 465; *Sodini v. Winter*, 32 Md. 133.

In Baltimore county, where a contractor temporarily abandons work and owner takes work up but subsequently contractor resumes charge, a contract with owner as to materials furnished subsequent to such resumption by contractor was held not to be established by evidence, and lien held invalid. *Carroll v. Waters*, 108 Md. 420 (decided prior to act, 1910, ch. 52).

For a case involving enforcement of a lien by sureties who guaranteed against liens, see *German, etc., Church v. Heise*, 44 Md. 476. See also *Pinning v. Skipper*, 71 Md. 351.

For a case holding that act of 1838, ch. 205, was sufficiently identified, although referred to as act of 1839, and also dealing with act of 1845, ch. 176, see *Pue v. Hetzell*, 16 Md. 549.

*Quære*, whether there can be a lien on a building and adjacent land, for bricks furnished for a pavement around building. *Watts v. Whittington*, 48 Md. 357.

Cited but not construed in *Wilson v. Jones*, 46 Md. 358.

*Re. mechanics' liens on machines, etc.*, see sec. 22; as to boats, see sec. 43.

As to liens of the owners of stallions, see art. 27, secs. 224 and 225.

See notes to secs. 11, 19 and 23.

An. Code, sec. 2. 1904, sec. 2. 1888, sec. 2. 1845, ch. 287, sec. 3.

2. In all cases in which a building shall be commenced and not finished the lien shall attach thereto to the extent of the work done or materials furnished.

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.

Cited but not construed in *McLaughlin v. Reinhart*, 54 Md. 76.

See notes to secs. 1 and 15.

An. Code, sec. 3. 1904, sec. 3. 1888, sec. 3. 1845, ch. 287, sec. 5.

3. No person having such lien shall be considered as waiving the same by granting a credit or receiving notes or other securities, unless the same be received as payment or the lien be expressly waived, but the sole effect thereof shall be to prevent the institution of any proceedings to enforce said lien until the expiration of the time agreed upon.

While mere acceptance of a note and its transfer by claimant is not a waiver of his lien, if endorsee, when the note comes due with knowledge and assent of claimant, accepts a new note from maker without claimant's endorsement, and so disposes of new note that it is beyond the control of claimant and cannot be produced or accounted for by him, the inference arises that the note was regarded as a payment and that claimant waived his lien. *Wix v. Bowling*, 120 Md. 273.

Mortgage and contract held not to amount to a waiver of lien. What will amount to a waiver? *Maryland Brick Co. v. Spilman*, 76 Md. 344; *McLaughlin v. Reinhart*, 54 Md. 76; *Sodini v. Winter*, 32 Md. 134.

The application of the last clause of this section is not limited to party with whom contract for credit is made. Fraud (in obtaining credit), held not established. *Thomas v. Turner*, 16 Md. 110.

Lien held to be waived by a special contract. *Pinning v. Skipper*, 71 Md. 348; *Willison v. Douglas*, 66 Md. 101.

Lien held to be waived, or that the claimant was estopped to claim priority. *Goldman v. Brinton*, 90 Md. 264.

This section applied. *Blake v. Pitcher*, 46 Md. 467; *Thomas v. Turner*, 16 Md. 110; *Frederick County B'k. v. Dunn*, 125 Md. 398.