

he or his agent shall give notice in writing to such owner or agent, if resident within the city or county, of his intention to claim such lien.

Sufficiency, time and service of notice.

When notice required may be given in sixty days from last item on the account, and when it must be given in sixty days from time of furnishing of different parcels of materials or doing of different portions of work—when contracts are entire and when separate and distinct. The sufficiency of notices and time and manner of service thereof, passed on. *Hensel v. Johnson*, 94 Md. 732; *German, etc., Church v. Heise*, 44 Md. 469; *Hill v. Kaufman*, 98 Md. 249; *Brunt v. Farinholt Co.*, 121 Md. 130.

A notice which fails to state nature and kind of materials furnished, or amount claimed, and makes no reference to claim filed, is not sufficient. *Thomas v. Barber*, 10 Md. 389.

Notice held sufficiently explicit. That it is addressed to others besides owner is immaterial where claim filed states who owner or reputed owner is. *Hensel v. Johnson*, 94 Md. 732.

The intention of this section is that the notice shall be served personally on the owner whenever that can be done. *Hill v. Kaufman*, 98 Md. 251.

A notice signed by a duly authorized attorney is sufficient. *Treusch v. Shryock*, 51 Md. 171.

Notice held to have been served upon the owner in due time after the completion of the building. *Herman v. Mertens*, 87 Md. 726.

A notice held sufficient as being in substantial compliance with this section. This section compared with sec. 10. *Fulton v. Parlett*, 104 Md. 65. *Cf. Hess v. Poultney*, 10 Md. 267.

Notice of lien held to have been given in time though sub-contractor had taken away his steam shovel and other implements, when a quantity of stone, etc., remained to be removed, which work was included in contract. Fact that surety of contractor has taken over latter's work does not prevent sub-contractor from giving notice within sixty days. When materials are furnished under separate contracts, right to a lien dates from time different materials are furnished and not from last item. Same rule applies to work done. *Gill v. Mullan*, 140 Md. 11.

A notice of mechanics' lien held defective; it is doubtful whether notice is amendable under sec. 41. *Quere*, whether notice was filed in time since it was not clear that certain work was not done to keep lien in force without notice to owner and without recording it. *Dugan v. Howard*, 130 Md. 118.

Contract held not to have been wholly performed until July, and consequently a notice given on 7th of August was in time. *Estoppel*. How time is to be computed where there are separate contracts relating to same building, and also where there is but a single entire contract. *Frederick County Natl. Bk. v. Dunn*, 125 Md. 395.

Lien held unenforceable because time for service of notice had passed. *Alter v. Eckhardt*, 143 Md. 664.

Generally.

The notice required by this section is essential, and fact that owner is one of partners in firm with whom contract for materials was made does not dispense with such notice. Contracts held not to dispense with necessity of notice. *Reindollar v. Flickinger*, 59 Md. 473. See also *Wehr v. Shryock*, 55 Md. 336.

Where builders are also owners, notice prescribed by this section need not be given. *Real Estate Co. v. Phillips*, 90 Md. 524. *Cf. Richardson v. Saltz*, 127 Md. 390.

This section will be construed in connection with sec. 19, and a claim which in designating owner under sec. 19 used one of terms permitted thereby is not defeated because notice under this section uses the alternative term. The object and policy of this section. *Shryock v. Hensel*, 95 Md. 624.

A contractor held not to have been the agent of owners, and former having bought materials, the notice prescribed by this section was required. A letter from material man to owner held not to amount to notice. The right of material man to a lien does not depend on, and is not affected by, question of whether owner has money in his hands due builder, nor whether former has performed his contract with latter. The ruling that notice required by this section is unnecessary where owners are also builders does not apply if owners, who later become builders, are not original purchasers of material. *Richardson v. Saltz*, 127 Md. 392.

A material man may not keep alive or revive his right to a lien by furnishing materials outside of, and in addition to, those contemplated by a contract, or under