

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 filing of the lien and are sold of record before filing of the lien, the delivery of bricks for certain of the other houses within the six months will not extend time so as to give contractor a lien on three houses so completed and sold. *Ortwine v. Caskey*, 43 Md. 138.

The six months begins to run as to labor, from time building is completed; as to materials, from 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 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.

A claim held defective because it failed to show that work charged and materials referred to in two items had been performed and furnished within the six months. *Wix v. Bowling*, 120 Md. 267.

Generally.

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

Evidence insufficient to bring claim within requirements of this section; no proof that plaintiff sold materials to defendant and held him responsible for the debt. *Alter v. Eckhardt*, 143 Md. 664.

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.

After expiration of time within which lien may be filed, claim as filed cannot be amended so as to change location of property. *Gault v. Wittman*, 34 Md. 36.

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

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

See secs. 11 and 17 and notes.

An. Code, sec. 24. 1904, sec. 24. 1888, sec. 24. 1838, ch. 205, sec. 14. 1868, ch. 23.

24. The proceedings to recover the amount of any lien under this article, whether upon a house, machine, wharf, bridge, boat or vessel, shall be by bill in equity or by *scire facias*.

Whether one or the other course pointed out by this section to enforce the lien is adopted, the claim as filed is the foundation, and recovery is dependent upon a substantial compliance with the law. *Wehr v. Shryock*, 55 Md. 337.

In view of this section and sec. 14, the fact that the plaintiff's claim is less than twenty dollars is immaterial. *Watts v. Whittington*, 48 Md. 357.

An. Code, sec. 25. 1904, sec. 25. 1888, sec. 25. 1838, ch. 205, sec. 14.

25. If the proceeding is by bill in equity, the same proceedings shall be had as used by the courts of equity to enforce other liens and the court shall decree a sale and appoint a trustee to make sale thereof and shall apportion the proceeds of such sale among the persons entitled to liens according to their respective rights.

Proceedings for enforcement of mechanics' liens are exclusively *in rem*; effect thereof. The court need not determine whether party named as owner in the 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; *Carson v. White*, 6 Gill, 25. *Cf. McKim v. Mason*, 3 Md. Ch. 212. And see *Long Contracting Co. v. Albert*, 116 Md. 114.

Independent of act of 1898, ch. 457, a husband should be made a party defendant to a bill in equity to enforce mechanics' lien against wife. *Clark v. Boorman*, 89 Md. 430.