

If the notice required by this section is not given, the lien cannot be enforced. *Frazee v. Frazee*, 79 Md. 30.

The history and requirements of this section compared with those of sec. 11. Notice held sufficient. *Fulton v. Parlett*, 104 Md. 67.

See notes to sec. 11.

An. Code, 1924, sec. 11. 1912, sec. 11. 1904, sec. 11. 1888, sec. 11. 1838, ch. 205, sec. 9. 1845, ch. 176, sec. 1.

11. If the contract for furnishing such work or materials, or both, shall have been made with any architect or builder or any other person except the owner of the lot on which the building may be erected, or his agent, the person so doing work or furnishing materials, or both, shall not be entitled to a lien unless, within sixty days after furnishing the same, 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.

In action against attorney for failure to file mechanic's lien, *held* evidence showed plaintiff had served notice on owner of intention to claim lien as required by this section. Evidence. *Caltrider v. Weant*, 147 Md. 342.

This section referred to in construing sec. 10. *Adkins & Douglas Co. v. Webb*, 160 Md. 574.

Subcontractor not entitled to lien for materials furnished for work unless owner notified of claim. *Parker v. Morgan*, 170 Md. 7.

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. 32. *Quaere*, 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.