

ARKANSAS COURT OF APPEALS

		No.	CA07-101
CLINT HAMES			Opinion Delivered
	APPELLANT		OCTOBER 24, 2007
v.			APPEAL FROM THE SHARP COUNTY CIRCUIT COURT [NO. CV-06-111]
JOHN MORRES	APPELLEE		HONORABLE PHILIP GREGORY SMITH, CIRCUIT JUDGE
			AFFIRMED

KAREN R. BAKER, Judge

Appellant Clint Hames filed a pro se brief asserting that he fell within the provisions of Ark. Code Ann. § 18-44-114 (a)(1)(B) and (2) (Repl. 2003) and that the trial court erred in setting aside his materialman's lien. The provisions relied upon by appellant were deleted by a 2005 amendment and were not in effect at the time appellant asserted his lien. Accordingly, we find no merit to his argument and affirm.

Materialman's liens are creatures of statutes creating them and must be perfected and enforced according to statutory provisions. *Bell v. Apache Supply Co.*, 300 Ark. 494, 780 S.W.2d 529 (1989). Notice requirements of mechanics' lien statute are to be strictly construed, and thus require strict compliance. *Books-A-Million, Inc. v. Arkansas Painting and Specialties Co.*, 340 Ark. 467, 10 S.W.3d 857 (2000). These notice requirements are for the benefit and protection of the owner. *Id.*

Appellant argues that he presented statutory law, case law, and supporting testimony that the ten-day requirement of notice did not apply to him because he dealt directly with the owner of the house. Appellant's argument is based upon the following section of the statute that was deleted by

amendment in 2005:

(B) However, if the transaction is a direct sale to the property owner, this notice requirement shall not apply and the lien rights arising under this subchapter shall not be conditioned on delivery and execution of the notice.

(2) For purposes of this subsection, a sale shall be considered a direct sale when the owner or owners order the materials from the lien claimant.

See Ark. Code Ann. § 18-44-114 (Repl. 2003 & Supp. 2007). The sections of the statute upon which appellant asserts he is entitled to relief were not in effect in the time frame that appellant claims he was entitled to a materialman's lien. Accordingly, we affirm the trial court's decision.

Affirmed.

MARSHALL and MILLER, JJ., agree.