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**STATE OF MINNESOTA  
IN COURT OF APPEALS  
A11-1346**

NewMech Companies, Inc.,  
Respondent,

vs.

Grove Hospitality, LLC, et al.,  
Defendants,

Stock Building Supply, LLC,  
Respondent,

Voss Utility & Plumbing, Inc.,  
Respondent,

Forced Air, Inc. d/b/a Wenzel Heating & Air Conditioning,  
Respondent,

Otis Elevator Company, intervening defendant,  
Respondent,

Grove Hotel, LLC,  
Appellant.

**Filed May 7, 2012  
Affirmed  
Huspeni, Judge \***

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\* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

Hennepin County District Court  
File No. 27-CV-09-16567

Patrick J. Lindmark, Leonard, O'Brien, Spencer, Gale & Sayre Ltd., Minneapolis, Minnesota (for respondent NewMech Companies)

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Considered and decided by Schellhas, Presiding Judge; Bjorkman, Judge; and Huspeni, Judge.

**UNPUBLISHED OPINION**

**HUSPENI**, Judge

In this appeal from a trial addressing the priority of a mortgage and mechanics' liens, appellant Grove Hotel LLC challenges the district court's determinations that: (1) the five respondents' mechanics' liens are superior to appellant's mortgage; and (2) respondent NewMech Companies Inc.'s mechanic's lien is valid. We affirm.

**FACTS**

On June 21, 2006, Ryan Companies U.S. Inc. entered into a real estate sale contract with Chaska Hospitality Holding Company regarding Maple Grove real property

owned by Ryan. Chaska Hospitality assigned its interest in the contract to Grove Hospitality, and Ryan conveyed the property to Grove Hospitality pursuant to a deed dated January 22, 2007. Prior to the purchase, Dean Johnson, an agent of Chaska Hospitality and Grove Hospitality, executed franchise agreements for the construction of a Cambria Suites hotel. Grove Hospitality purchased the undeveloped property with the knowledge that it was the planned site for the construction of a hotel and restaurant and with the intent to construct a Cambria Suites hotel on the property. Grove Hospitality funded the purchase with a \$2.5 million loan from Tradition Capital.

The real estate sale contract provided that, as a condition precedent to the sale, Ryan Companies would complete site improvements and create a building pad for the hotel. After Ryan created the building pad and completed other site work, but before the January 22, 2007 closing, Grove Hospitality's engineering firm discovered that the soil was graded and compacted at an insufficient depth and determined that the hotel building pad needed to be raised two feet. To remedy the problem, Ryan delivered additional soil, and because Ryan was unable to do so, Grove Hospitality hired Miller Brothers Excavating Inc. to spread the soil to raise the building pad. The corrective soil work was completed by the end of June 2007.

On November 14, 2007, Grove Hospitality borrowed \$14 million from Piper Jaffray Lending LLC to finance construction of the hotel and used the funds to pay off the Tradition Capital loan. On the same date, Dean Johnson contacted Kiffmeyer Inc., a concrete and masonry subcontractor, and instructed it to proceed with construction. On

November 15, 2007, Kiffmeyer's supplier delivered rebar<sup>1</sup> to the property. The rebar was delivered in two truckloads and placed "near the job site construction trailer" with a forklift.

On November 19, 2007, Wendy Ethen, a commercial closer representing the title company, completed a priority inspection of the property. She concluded that there was no visible beginning of improvement, and Piper Jaffray recorded the mortgage on that date. The city of Maple Grove issued a building permit on November 20, 2007. And on November 21, 2007, excavation began and the rebar was subsequently installed in the foundation of the hotel.

As the construction project proceeded, Grove Hospitality failed to timely pay its suppliers and subcontractors. Between 2008 and 2010, the five respondents, Stock Building Supply LLC, NewMech, Forced Air Inc., Otis Elevator Company, and Voss Utility & Plumbing Inc., recorded mechanics' liens on the property. Grove Hospitality defaulted on its mortgage with Citizens Independent Bank, assignee of Piper Jaffray. Citizens foreclosed on the mortgage and purchased the property at a sheriff's sale.

All five respondents timely filed foreclosure pleadings. Citizens, appellant's predecessor-in-interest, sought partial summary judgment, asserting that: (1) its mortgage was prior to all mechanics' liens because the mortgage was recorded on November 19, 2007, and construction commenced on November 21, 2007; and (2) NewMech's lien is void because statutorily-required information was not included in the lien statement. The district court denied the motion, concluding that the date on which the mechanics' liens

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<sup>1</sup> "Rebar" refers to a metal rod used for reinforcement in concrete.

attached was a genuine issue of material fact, and that the omission did not invalidate NewMech's lien.

Prior to the court trial, appellant stipulated that the liens other than NewMech's lien were valid. Thus, the primary issue at trial was the relative priority of the mortgage and liens.

At trial, Ethen testified that during the priority inspection, she stood on one edge of the site and took several photographs, but did not walk around the entire site because she could "see everything from the road." She testified that she did not observe rebar at the property and observed no other visible signs that construction had begun. Ethen also testified that at the time of the inspection, she was aware that Ryan had previously graded the property to create a building pad, but she was not aware that any recent soil work had been done.

A Kiffmeyer employee testified that the type of rebar used on the subject property was between 5 and 20 feet long and 5/8 of an inch thick, and stated that 96 pieces of rebar were bundled together for delivery. The employee who delivered the rebar identified the bundles of rebar in one of the priority photographs, and stated that tire tracks visible in a priority photograph "could be" made by the machinery he used to deliver the rebar.

Respondents introduced deposition testimony of Michael Miller, the owner of Miller Brothers. Miller testified that 1,500 cubic yards of soil were used to elevate the hotel building pad by two feet. He first stated that the two feet of dirt was not a visible change, but then testified that if a person was on the site before and after the two-foot

elevation change, the person could notice the change. Miller also testified that the two-foot elevation was “tapered” and “gradual” and that the building pad was L-shaped.

The district court determined that the date of the “actual and visible beginning of the improvement on the ground” for purposes of lien priority was “on or about June 19, 2007, when the corrective work to raise the hotel building pad was performed.” The court also determined that “further visible improvement took place on the site before the recording [of] the mortgage when the . . . supplier . . . deliver[ed] a substantial quantity of re[bar] in two loads to the site on November 15, 2007.” Accordingly, the court concluded that the five mechanics’ liens attached before November 19, 2007, the date on which the mortgage was recorded, and are prior and superior to appellant’s mortgage. This appeal followed.

## D E C I S I O N

When reviewing court trials, we view the record in the light most favorable to the judgment and will not reverse a district court’s factual findings unless they are clearly erroneous. *Rogers v. Moore*, 603 N.W.2d 650, 656 (Minn. 1999). A finding of fact is clearly erroneous when it is “manifestly contrary to the weight of the evidence or not reasonably supported by the evidence as a whole.” *N. States Power Co. v. Lyon Food Prod., Inc.*, 304 Minn. 196, 201, 229 N.W.2d 521, 524 (1975). The district court’s conclusions of law are subject to de novo review. *W. Insulation Servs., Inc., v. Cent. Nat’l Ins. Co.*, 460 N.W.2d 355, 357 (Minn. App. 1990).

Appellant suggests that the district court’s factual findings are entitled to less deference because they mirror the proposed findings submitted by respondents. This

court has held that a district court's verbatim adoption of a party's proposed findings of fact and conclusions of law is not per se reversible error, and the relevant inquiry is whether the district court independently evaluated the evidence. *Bliss v. Bliss*, 493 N.W.2d 583, 590 (Minn. App. 1992), *review denied* (Feb. 12, 1993). Here, the record indicates that the district court reviewed the evidence submitted at trial and was familiar with the legal and factual disputes at issue, as evidenced by the thorough and detailed memorandum accompanying its order denying partial summary judgment. Therefore, we appropriately defer to the district court's findings of fact unless clearly erroneous. Minn. R. Civ. P. 52.01.

## I.

Appellant contends that the district court erred by concluding that respondents' mechanics' liens attached prior to the date of recording of the mortgage. Specifically, appellant challenges the district court's determination that either the June 2007 soil work or the November 15, 2007, delivery of rebar was the "actual and visible beginning of the improvement on the ground" under Minn. Stat. § 514.05 (2006).

"A mechanic's lien is a statutory remedy intended to protect those who furnish materials or services in the improvement of real property" by providing them with "a non-consensual lien or security interest in the improved property." *S.M. Hentges & Sons, Inc. v. Mensing*, 777 N.W.2d 228, 230 (Minn. 2010); *see* Minn. Stat. §§ 514.01-.17 (2006). The relative priority of mechanics' liens and a mortgage is governed by Minn. Stat. § 514.05, subd. 1, which states in relevant part:

All liens, as against the owner of the land, shall attach and take effect from the time the first item of material or labor is furnished upon the premises for the beginning of the improvement, and shall be preferred to any mortgage or other encumbrance not then of record, unless the lienholder had actual notice thereof. *As against a bona fide purchaser, mortgagee, or encumbrancer without actual or record notice, no lien shall attach prior to the actual and visible beginning of the improvement on the ground . . . .*

Minn. Stat. § 514.05, subd. 1 (emphasis added).

Determining when a mechanic's lien attaches is a two-step factual inquiry. *Thompson Plumbing Co. v. McGlynn Cos.*, 486 N.W.2d 781, 786 (Minn. App. 1992). First, the court must “identify the improvement to which the labor or material contributed.” *Id.* Second, the court must “determine what item of labor or material constituted the actual and visible beginning of that improvement.” *Id.* Thus, all mechanics' liens for work on a single improvement, as against a mortgagee, attach at the first actual and visible beginning of the improvement on the ground. *Witcher Constr. Co. v. Estes II Ltd. P'ship*, 465 N.W.2d 404, 406 (Minn. App. 1991), *review denied* (Minn. Mar. 15, 1991).

The beginning of an improvement is visible if a person exercising reasonable diligence would be able to see it. *Kloster-Madsen, Inc. v. Tafi's, Inc.*, 303 Minn. 59, 64, 226 N.W.2d 603, 607 (1975). A mortgagee, thereby, has a duty to examine the premises before a mortgage transaction is completed. *Id.* The statute is intended to “balance the policy of protecting mortgagees who inspect the property and discover no actual and visible improvements against the policy of safeguarding the rights of persons who furnish

labor and material to the improvement.” *Superior Constr. Servs., Inc. v. Belton*, 749 N.W.2d 388, 391 (Minn. App. 2008) (quotation omitted).

**A. Corrective soil work**

The district court found that “[t]he placement of the soils specifically to raise the hotel building pad was the first visible beginning of the construction of the hotel” and the “corrective work on the building pad was an integral part of one continuous improvement project; that is, the construction of the Cambria Suites hotel.” Appellant argues that: (1) the June 2007 soil work was a continuation of Ryan’s presale site-work project, rather than part of the continuous hotel-construction project; and (2) the June 2007 soil work was not visible to a person exercising reasonable diligence.

***1. One continuous improvement***

The question whether labor was performed as part of distinct improvements or as part of one continuous improvement is a question of fact, and the reviewing court need only determine if the evidence reasonably supports the district court’s finding that the improvement was continuous. *Kahle v. McClary*, 255 Minn. 239, 242, 96 N.W.2d 243, 246 (1959). Construction work is considered a single improvement if it is done for the same general purpose, or if the parts, when gathered together, form a single improvement. *Id.* at 240-41, 96 N.W.2d at 245; *see Witcher Constr. Co.*, 465 N.W.2d at 407 (holding that separate contracts relating to base-building work and tenant-improvement work constituted one continuous project, because the parties intended that it was one project and the mortgage financing covered both phases). Separate construction phases of the same overall construction project may constitute one continuous

improvement. *Rochester's Suburban Lumber Co. v. Slocumb*, 282 Minn. 124, 128-29, 163 N.W.2d 303, 307 (1968). To determine whether a project is continuous, we evaluate the parties' intent, the contracts involved, the time lapse between projects, and financing. *Poured Concrete Found., Inc. v. Andron, Inc.*, 529 N.W.2d 506, 510 (Minn. App. 1995).

*a. Parties' intent*

Appellant argues that formation of the building pad was a condition precedent to the sale of the property and Ryan was responsible for fixing the faulty work. Thus, appellant argues, Grove Hospitality intended to purchase properly-graded property from Ryan and the soil grading was a project separate from the hotel-construction project. However, Dean Johnson testified that he was involved at every stage of the project, from procuring the land, negotiating a franchise agreement with Cambria Suites, obtaining financing, and constructing the hotel, and that his intention throughout was to build a Cambria Suites hotel. In *Poured Concrete*, this court determined that, from the outset, the property owner/developer/architect/builder planned to build a model home, and therefore he and the lien claimants intended that the construction of a model home was one continuous project from excavation, grading, and preparing the building pad, to construction of the home. 529 N.W.2d at 510. Likewise here, Grove Hospitality and the respondents consistently planned to build a hotel, and the hotel building pad was part of the overall plan.

Appellant also argues that the corrective soil work was completed for both the hotel building pad and a restaurant building pad, and the hotel construction project did not include the construction of a restaurant. But the record suggests that the June 2007

soil work related only to the hotel building pad, not a restaurant building pad. Moreover, the fact that the parties may have previously intended to build a restaurant and the hotel does not diminish the fact that they did consistently plan to build a hotel. Therefore, consideration of the parties' intent supports the finding that the June 2007 soil work was part of the continuous hotel-construction project.

*b. Time lapse*

Appellant contends that the soil work was completed approximately five months before construction began, and this time lapse weighs in favor of finding separate projects. But in *Poured Concrete*, this court determined that a lapse between the summer/fall preparation of the building pad and December construction of the foundation was not significant, particularly because financing was not obtained until November. 529 N.W.2d at 510. Likewise here, the district court found that the building excavation began in November 2007 "as soon as the construction loan was closed and funds were available." Given the realities of financing and building-permit requirements, a time lapse of several months does not indicate that the soil work and hotel construction were separate projects.

*c. Separate contracts*

Appellant states that the soil work was a condition of the real estate sale contract between Grove Hospitality and Ryan, whereas hotel construction was completed pursuant to separate contracts between Grove Hospitality and its subcontractors and suppliers. Respondents indicate that Grove Hospitality entered into only one contract with Miller Brothers, and Miller Brothers completed the June 2007 soil work as well as the

excavation for the construction of the hotel. Grove Hospitality paid Miller Brothers for all its work pursuant to one contract. Appellant argues that Ryan credited Grove Hospitality for the cost of the corrective soil work and contends that the fact that Miller Brothers was paid under one contract is immaterial. Even accepting that the soil work should have been completed under Grove Hospitality's contract with Ryan, the fact that work may be done pursuant to separate contracts is not dispositive. Phases of a continuous construction project often involve numerous contracts; the inquiry is whether the work is interrelated. *Witcher Constr. Co.*, 465 N.W.2d at 407. Here, the work was interrelated because the additional soil on the building pad was a necessary prerequisite to the beginning of the excavation and installation of the foundation.

*d. Financing*

Finally, appellant argues that the soil work and the hotel construction were financed separately, because Ryan was paid with purchase-money loan funds, and respondents were to be paid with construction loan funds. Appellant admits that Miller Brothers was paid for the June 2007 soil work with construction loan funds, but argues that the credit it received from Ryan related back to the purchase-money funds. Regardless of which funds were used to pay Miller Brothers, the district court found that the two loans were interrelated because the construction-loan funds were used to pay off the purchase-money loan, so there was no gap in funding for the hotel construction project.

Because there is ample evidence in the record supporting the finding, we conclude that the district court's finding that the June 2007 soil work was part of the continuous hotel construction project is not clearly erroneous.

## **2.     *Visibility***

Appellant also challenges the district court's finding that the June 2007 soil work was visible. Whether work done is visible to a person exercising reasonable diligence while examining the premises is a question of fact. *Kloster-Madsen, Inc.*, 303 Minn. at 64, 266 N.W.2d at 607. When determining what a reasonably diligent inspection entails, Minnesota courts have examined underlying circumstances, including the condition of the property, and the plans for the improvement to the property. *Id.*; *Reuben E. Johnson Co. v. Phelps*, 279 Minn. 107, 115, 156 N.W.2d 247, 252 (1968).

Appellant argues that respondents offered no evidence from which the district court could conclude that the June 2007 soil work was visible, and asserts that a lender inspecting the property would be unable to recognize "that the elevation of part of the pre-graded, gradually sloped building site had been changed from 917 feet to 919 feet above sea level approximately five months prior to the inspection." But we defer to the district court's findings of fact, and there was some evidence from which the district court could find that the soil work was visible. First, the priority photographs showed tire tracks and soil that was not in its natural state, which are indicative of recent work being done on the property. Second, the record indicates that the corrective work to the building pad required approximately 1,500 cubic yards of soil and that the building pad was elevated two feet above the existing pad. Third, Miller testified that if a person was

on the property before and after the two-foot elevation change, the person could notice the change.

Ultimately, the issue of visibility presents a close question because there was also testimony that the soil work was not visible to an inspector without knowledge about the plans, and Ethen testified that she did not know that corrective soil work was done. But we defer to the district court's findings of fact and assessment of credibility, and on this record, we conclude that the district court's finding that the June 2007 soil work was visible is not "manifestly contrary to the weight of the evidence." *N. States Power Co.*, 304 Minn. at 201, 229 N.W.2d at 524.

Our determination that the district court did not err by relying upon the June 2007 soil work to establish the date on which the mechanics' liens attached is dispositive of the lien-priority issue. But even if the district court erred in that decision, the court also addressed an alternative and independent basis upon which to determine the actual and visible beginning of the improvement on the ground. We consider that basis next.

#### **B. Delivery of rebar**

Appellant argues that the district court erred by determining that the November 15, 2007 delivery of rebar was the "actual and visible beginning of the improvement on the ground." The district court's determination was based on its findings that: (1) the rebar was visible to a person exercising reasonable diligence; (2) the rebar was installed in the hotel structure; (3) the rebar was an integral and necessary part of the hotel structure and an improvement to the property; (4) the rebar was paid for by Grove Hospitality under the contract for construction of the hotel; and (5) the rebar materials were visible in the

priority photographs, “and were visible, at least in part, due to the fact that the site had clearly been worked by construction machinery in recent time.”

Appellant does not contest the district court’s finding that the rebar contributed to the hotel-construction project, and does not argue that the hotel construction was not an improvement. Instead, appellant argues that the delivery of rebar was not an improvement because uninstalled materials lack permanency.

Whether work done is an “improvement” is a mixed question of law and fact. *Kloster-Madsen, Inc.*, 303 Minn. at 63, 226 N.W.2d at 607. We note first that the “actual and visible beginning of the improvement on the ground” is, generally, separate from the “improvement” itself. *See Thompson Plumbing Co.*, 486 N.W.2d at 786 (describing the identification of the improvement and the identification of the “item of labor or material [that] constituted the actual and visible beginning of that improvement” as two separate factual inquiries). Therefore, the delivery of rebar need not satisfy the definition of “improvement” to signal the beginning of the improvement.

Moreover, the supreme court has defined improvement broadly, and the delivery of rebar to the property meets this broad definition. An improvement is “a permanent addition to or betterment of real property that enhances its capital value and that involves the expenditure of labor or money.” *Kloster-Madsen, Inc.*, 303 Minn. at 63, 226 N.W.2d at 607 (quotation omitted). Further, improvement includes “any contribution to real property of labor, skill, material, or machinery for any purpose specified.” *Id.* at 63-64, 226 N.W.2d at 607. Consistent with this definition, the rebar delivery is a contribution of

materials to real property for the purpose of constructing the hotel, and the rebar required an expenditure of money by Grove Hospitality.

Appellant argues that, under *Carlson-Grefe Construction Inc. v. Rosemount Condominium Group Partnership*, the presence of materials on the property cannot constitute the actual and visible beginning of the improvement on the ground until the materials are installed, or otherwise made a permanent aspect of the property. 474 N.W.2d 405 (Minn. App. 1991), *review denied* (Minn. Oct. 31, 1991). Appellant's reliance on *Carlson-Grefe* is unavailing. In that case this court affirmed the district court's determination that the presence of a construction trailer on the property containing plumbing materials did not constitute the actual and visible beginning of the improvement on the ground. 474 N.W.2d at 409. The decision in *Carlson-Grefe* turned on the mobile character of the trailer and the question of visibility and notice, rather than the fact that the materials were not yet installed. *Id.* ("A mortgagee inspecting the property for visible signs of an improvement on the ground must be able to rely on the appearance of the property without being concerned that a materialman has moved a trailer filled with supplies on and off the property and thereby established priority.")<sup>17</sup>. Here, the district court found that the rebar was visible, transported with heavy machinery, and was eventually used in the permanent construction of the hotel. Also, the district court's observation that the rebar here was "[u]nlike other transitory, mobile items such as a job trailer of the contractor or of a site perimeter silt fencing" further reflects the distinction between this case and *Carlson-Grefe*. Therefore, the district court's

determination that the delivery of rebar constituted the actual and visible beginning of the improvement on the ground is not erroneous.

Because the district court's alternative conclusions that respondents' liens attached on the date on which the corrective soil work was performed, or the date on which the rebar was delivered, are not erroneous, we affirm the district court's conclusion that respondents' liens are prior and superior to appellant's mortgage.

## II.

Appellant argues that the district court erred by concluding that NewMech's mechanic's lien is valid despite an omission in the lien statement. A mechanic's-lien statement must set forth, among other things, the names of the claimant, *and of the person for or to whom performed or furnished*. Minn. Stat. § 514.08, subd. 2(3) (emphasis added).

Mechanic's-lien statutes are strictly construed as to "all requirements upon which the right to a lien depends," but are liberally construed after the lien has been created. *Dolder v. Griffin*, 323 N.W.2d 773, 780 (Minn. 1982) (quotation omitted). It is well established that the mechanic's-lien statutes are subject to remedial interpretation in favor of lien claimants. *Anderson v. Breezy Point Estates*, 283 Minn. 490, 493, 168 N.W.2d 693, 696 (1969) (stating that the statute should be "liberally construed in favor of workmen and materialmen"); *Armco Steel Corp. v. Chicago & N.w. Ry. Co.*, 276 Minn. 133, 138, 149 N.W.2d 23, 26 (1967) (providing that "if a construction is permissible that will sustain the lien, it is to be preferred to one that will invalidate it").

Appellant argues that NewMech's lien is invalid because the name "of the person for or to whom [services were] performed or [materials were] furnished" was omitted. Minn. Stat. § 514.08, subd. 2(3). But a lien is not necessarily invalidated by inaccuracies in the lien statement, particularly when there is no evidence of prejudice. Minn. Stat. § 514.74 (2006) ("In no case shall the liens given by this chapter be affected by any inaccuracy in the particulars of the lien statement. . . ."); *W.T. Bailey Lumber Co. v. Eveleth Elks Bldg. Corp.*, 167 Minn. 5, 9, 208 N.W. 198, 200 (1926) (holding that an error in the name of the entity for which work was performed did not invalidate the lien, because "[n]o one was misled"); *Atlas Lumber Co. v. Dupuis*, 125 Minn. 45, 47-48, 145 N.W. 620, 621 (1914) (holding that mistakes as to the description of the encumbered property, and failure to explain "for what improvement" materials were supplied did not invalidate the lien, because the owner and other parties could easily deduct the omitted information); *McCarron's Bldg. Ctr., Inc. v. Einertson*, 482 N.W.2d 529, 531-33 (Minn. App. 1992) (concluding that the lien statement was valid despite an inaccurate description of the premises).

The purpose of a mechanic's-lien statement is to place the property owner on notice that the contractor is not timely paying his or her bills. *Albert & Harlow Inc. v. Great N. Oil Co.*, 283 Minn. 246, 250, 167 N.W.2d 500, 504 (1969). NewMech's recorded lien statement was addressed and delivered to the property owner, Grove Hospitality. Grove Hospitality is also the entity for which services were performed. Indeed, NewMech's contract for services was entered into directly with Grove Hospitality. Therefore, all parties were fully aware of the omitted information, and

appellant concedes that it was not prejudiced by the omission. We conclude that unintentional inaccuracy is immaterial unless prejudice from the error can be shown. *See Midway Ctr. Assocs. v. Midway Ctr., Inc.*, 306 Minn. 352, 356, 237 N.W.2d 76, 78 (1975) (requiring appellant to show error and prejudice to prevail in a civil appeal); *Coughlan v. Longini*, 77 Minn. 514, 515, 80 N.W. 695, 695 (1899) (holding that it is not material that a mechanic's lien statement incorrectly states certain required information if the appealing party "was not in any manner misled or prejudiced by any of those mistakes").

Appellant argues that *Twin City Pipe Trades Service Association, Inc. v. Peak Mechanical, Inc.*, mandates a strict construction of Minn. Stat. § 514.08, subd. 2(3). 689 N.W.2d 549, 551-52 (Minn. App. 2004). In *Twin City Pipe Trades*, this court held that the inquiry as to "whether *some* name" is listed on a mechanic's lien statement identifying the lien claimant is subject to strict construction. *Id.* at 551. Here, the lien claimant was correctly identified, and the omission of the entity for which services were performed was in no way prejudicial. Moreover, the issue before the court in *Twin City Pipe Trades* was "whether a trustee of an employment-benefit fund is a proper mechanics' lien claimant." *Id.* at 552. Therefore, that court did not decide upon the question presented here.

Because appellant concedes that no prejudice arose from the omission on the lien statement, the district court did not err by concluding that respondent NewMech's mechanic's lien is valid.

### III.

Finally, respondents request an award of attorney fees expended on appeal. But, as respondents recognize, the mechanic's lien statutes do not authorize courts to award attorney fees expended on appeal, and so "such fees are not to be allowed." *Stand. Constr. Co. v. Nat'l Tea Co.*, 240 Minn. 422, 431, 62 N.W.2d 201, 207 (1953); *see McCarron's Bldg. Ctr.*, 482 N.W.2d at 533 (holding that mechanic's lien statutes Minn. Stat. § 514.10 and Minn. Stat. § 514.14 do not authorize the award of attorney fees on appeal). Accordingly, we deny respondents' request for attorney fees.

**Affirmed.**