

No. 496
AN ACT

Amending the act of June 2, 1915 (P. L. 736), entitled, as amended, "An act defining the liability of an employer to pay damages for injuries received by an employe in the course of employment; establishing an elective schedule of compensation; providing procedure for the determination of liability and compensation thereunder; and prescribing penalties," relieving a fellow employe from liability except for intentional wrong.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

The Pennsylvania Workmen's Compensation Act.

Section 1. The act of June 2, 1915 (P. L. 736), known as "The Pennsylvania Workmen's Compensation Act," reenacted and amended June 21, 1939 (P. L. 520), is amended by adding, after section 204, a new section to read:

Act of June 2, 1915, P. L. 736, reenacted and amended June 21, 1939, P. L. 520, amended by adding a new section 205.

Section 205. If disability or death is compensable under this act, a person shall not be liable to anyone at common law or otherwise on account of such disability or death for any act or omission occurring while such person was in the same employ as the person disabled or killed, except for intentional wrong.

Fellow worker non-liability except for intentional wrong.

Section 2. This act shall take effect immediately, but shall not apply in the case of disability or death for which a right to compensation under this act accrued on or before the effective date of this act.

Effective date and applicability.

APPROVED—The 24th day of August, A. D. 1963.

WILLIAM W. SCRANTON

No. 497
AN ACT

To codify, amend, revise and consolidate the laws relating to mechanics' liens.

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The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

ARTICLE I.

**Mechanics' Lien
Law of 1963.**

SHORT TITLE.

Section 101. Short Title.—This act shall be known and may be cited as the "Mechanics' Lien Law of 1963."

ARTICLE II.

DEFINITIONS.

Section 201. Definitions.—The following words, terms and phrases when used in this act shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) "Improvement" includes any building, structure or other improvement of whatsoever kind or character erected or constructed on land, together with the fixtures and other personal property used in fitting up and equipping the same for the purpose for which it is intended.

(2) "Property" means the improvement, the land covered thereby and the lot or curtilage appurtenant thereto belonging to the same legal or equitable owner

reasonably needed for the general purposes thereof and forming a part of a single business or residential plant.

(3) "Owner" means an owner in fee, a tenant for life or years or one having any other estate in or title to property.

(4) "Contractor" means one who, by contract with the owner, express or implied, erects, constructs, alters or repairs an improvement or any part thereof or furnishes labor, skill or superintendence thereto; or supplies or hauls materials, fixtures, machinery or equipment reasonably necessary for and actually used therein; or any or all of the foregoing, whether as superintendent, builder or materialman. The term also includes an architect or engineer who, by contract with the owner, express or implied, in addition to the preparation of drawings, specifications and contract documents also superintends or supervises any such erection, construction, alteration or repair.

(5) "Subcontractor" means one who, by contract with the contractor, express or implied, erects, constructs, alters or repairs an improvement or any part thereof; or furnishes labor, skill or superintendence thereto; or supplies or hauls materials, fixtures, machinery or equipment reasonably necessary for and actually used therein; or any or all of the foregoing, whether as superintendent, builder or materialman. The term does not include an architect or engineer who contracts with a contractor or subcontractor, or a person who contracts with a subcontractor or with a materialman.

(6) "Claimant" means a contractor or subcontractor who has filed or may file a claim under this act for a lien against property.

(7) "Materials" means building materials and supplies of all kinds, and also includes fixtures, machinery and equipment reasonably necessary to and incorporated into the improvement.

(8) "Completion of the work" means performance of the last of the labor or delivery of the last of the materials required by the terms of the claimant's contract or agreement, whichever last occurs.

(9) "Labor" includes the furnishing of skill or superintendence.

(10) "Erection and construction" means the erection and construction of a new improvement or of a substantial addition to an existing improvement or any adaptation of an existing improvement rendering the same fit for a new or distinct use and effecting a material change in the interior or exterior thereof.

(11) "Alteration and repair" means any alteration or repair of an existing improvement which does not constitute erection or construction as defined herein.

(12) "Erection, construction, alteration or repair" includes:

(a) Demolition, removal of improvements, excavation, grading, filling, paving and landscaping, when such work is incidental to the erection, construction, alteration or repair;

(b) Initial fitting up and equipping of the improvement with fixtures, machinery and equipment suitable to the purposes for which the erection, construction, alteration or repair was intended; and

(c) Furnishing, excavating for, laying, relaying, stringing and restringing rails, ties, pipes, poles and wires, whether on the property improved or upon other property, in order to supply services to the improvement.

(13) "Prothonotary" means the prothonotary of the court or courts of common pleas of the county or counties in which the improvement is situate.

ARTICLE III.

RIGHT TO LIEN.

Section 301. Right to Lien; Amount.—Every improvement and the estate or title of the owner in the property shall be subject to a lien, to be perfected as herein provided, for the payment of all debts due by the owner to the contractor or by the contractor to any of his subcontractors for labor or materials furnished in the erection or construction, or the alteration or repair of the improvement, provided that the amount of the claim, other than amounts determined by apportionment under section 306(b) of this act, shall exceed five hundred dollars (\$500).

Section 302. Presumption as to Use of Materials.—Materials for use in or upon an improvement placed on or near the property or delivered to the owner pursuant to a contract shall be presumed to have been used therein in the absence of proof to the contrary.

Section 303. Lien Not Allowed in Certain Cases.—

(a) Persons Other Than Contractors or Subcontractors. No lien shall be allowed in favor of any person other than a contractor or subcontractor, as defined herein, even though such person furnishes labor or materials to an improvement.

(b) Public Purpose. No lien shall be allowed for labor or materials furnished for a purely public purpose.

(c) Conveyance Prior to Lien. If the property be conveyed in good faith and for a valuable consideration prior to the filing of a claim for alterations or repairs, the lien shall be wholly lost.

(d) Leasehold Premises. No lien shall be allowed against the estate of an owner in fee by reason of any consent given by such owner to a tenant to improve the leased premises unless it shall appear in writing signed by such owner that the erection, construction, alteration or repair was in fact for the immediate use and benefit of the owner.

(e) Security Interests. No lien shall be allowed for that portion of a debt representing the contract price of any materials against which the claimant holds or has claimed a security interest under the Pennsylvania Uniform Commercial Code or to which he has reserved title or the right to reacquire title.

Section 304. Excessive Curtilage.—Where an owner objects that a lien has been claimed against more property than should justly be included therein, the court upon petition may, after hearing by deposition or otherwise, limit the boundaries of the property subject to the lien. Failure to raise this objection preliminarily shall not be a waiver of the right to plead the same as a defense thereafter.

Section 305. Right to Lien in Case of Noncompletion of Work.—Except in case of destruction by fire or other casualty, where, through no fault of the claimant, the improvement is not completed, the right to lien shall nevertheless exist.

Section 306. Consolidation or Apportionment of Claims.—

(a) Consolidation of Claims. Where a debt is incurred for labor or materials furnished continuously by the same claimant for work upon a single improvement but under more than one contract, the claimant may elect to file a single claim for the entire debt. In such case, "completion of the work" shall not be deemed to occur with respect to any of the contracts until it has occurred with respect to all of them.

(b) Apportionment of Claims. Where a debt is incurred for labor or materials furnished by the same claimant for work upon several different improvements which do not form all or part of a single business or residential plant, the claimant shall file separate claims with respect to each such improvement, with the amount of each claim determined by apportionment of the total debt to the several improvements, and in such case, the amount of each separate claim may be less than five hun-

dred dollars (\$500), provided that the total debt exceeds five hundred dollars (\$500). In no other case shall an apportioned claim be allowed.

Section 307. Removal or Detachment of Improvement Subject to Claim.—

(a) **Removal Prohibited; Effect.** No improvement subject to the lien of a claim filed in accordance with this act shall be removed or detached from the land except pursuant to title obtained at a judicial sale or by one owning the land and not named as a defendant. Any improvement otherwise removed shall remain liable to the claim filed, except in the hands of a purchaser for value.

(b) **Restraint of Removal by Court.** The court may on petition restrain the removal of the improvement in accordance with the Pennsylvania Rules of Civil Procedure governing actions to prevent waste.

ARTICLE IV.

WAIVER OF LIEN; EFFECT OF FILING.

Section 401. Waiver of Lien by Claimant.—A contractor or subcontractor may waive his right to file a claim by a written instrument signed by him or by any conduct which operates equitably to estop such contractor or subcontractor from filing a claim.

Section 402. Waiver by Contractor; Effect on Subcontractor.—A written contract between the owner and contractor, or a separate written instrument signed by the contractor, which provides that no claim shall be filed by anyone, shall be binding; but the only admissible evidence thereof, as against a subcontractor, shall be proof of actual notice thereof to him before any labor or materials were furnished by him; or proof that such contract or separate written instrument was filed in the office of the prothonotary prior to the commencement of the work upon the ground or within ten (10) days after the execution of the principal contract or not less than ten (10) days prior to the contract with the claimant subcontractor, indexed in the name of the contractor as defendant and the owner as plaintiff and also in the name of the contractor as plaintiff and the owner as defendant. The only admissible evidence that such a provision has, notwithstanding its filing, been waived in favor of any subcontractor, shall be a written agreement to that effect signed by all those who, under the contract, have an adverse interest to the subcontractor's allegation.

Section 403. Release as Waiver.—A release signed by the claimant shall not operate as a waiver of the right

to file a claim for labor or materials subsequently furnished, unless it shall appear thereby that such was the express intent of the party signing the same.

Section 404. Effect of Credit or Collateral.—The giving of credit or the receipt of evidence of indebtedness or collateral otherwise than as provided in section 303(e) shall not operate to waive the right to file a claim, but where credit is given, no voluntary proceedings shall be taken by the claimant to enforce the lien until the credit period has expired.

Section 405. Right of Owner to Limit Claims to Unpaid Balance of Contract Price.—Where there has been no waiver of liens and the claims of subcontractors exceed in the aggregate the unpaid balance of the contract price specified in the contract between the owner and the contractor, then if the subcontractor has actual notice of the total amount of said contract price and of its provisions for the time or times for payment thereof before any labor or materials were furnished by him, or if such contract or the pertinent provisions thereof were filed in the office of the prothonotary in the time and manner provided in section 402, each claim shall, upon application of the owner, be limited to its pro-rata share of the contract price remaining unpaid, or which should have remained unpaid, whichever is greatest in amount at the time notice of intention to file a claim was first given to the owner, such notice inuring to the benefit of all claimants.

Section 406. Right of Subcontractor to Rescind after Notice of Contract Provisions.—Any provisions of a contract between the owner and the contractor, which reduce or impair the rights and remedies of a subcontractor or which postpone the time for payment by the owner to the contractor for a period exceeding four (4) months after completion of the work, shall be grounds for rescission by the subcontractor of his contract with the contractor, unless such subcontractor was given actual notice thereof prior to the time of the making of his contract with the contractor, or the contract or the pertinent provisions thereof were filed in the office of the prothonotary in the time and manner provided by section 402. Such rescission shall not impair the right of the subcontractor to recover by lien or otherwise for work completed prior thereto.

Section 407. Contracts Not Made in Good Faith; Effect.—A contract for the improvement made by the owner with one not intended in good faith to be a contractor shall have no legal effect except as between the parties thereto, even though written, signed and filed

as provided herein, but such contractor, as to third parties shall be treated as the agent of the owner.

ARTICLE V.

FILING AND PERFECTING CLAIM; DISCHARGE OF LIEN.

Section 501. Notices by Subcontractor as Condition Precedent.—

(a) Preliminary Notice in Case of Alteration and Repair. No claim by a subcontractor for alterations or repairs shall be valid unless, in addition to the formal notice required by subsection (b) of this section, he shall have given to the owner, on or before the date of completion of his work, a written preliminary notice of his intention to file a claim if the amount due or to become due is not paid. The notice need set forth only the name of the subcontractor, the contractor, a general description of the property against which the claim is to be filed, the amount then due or to become due, and a statement of intention to file a claim therefor.

(b) Formal Notice in All Cases by Subcontractor. No claim by a subcontractor, whether for erection or construction or for alterations or repairs, shall be valid unless, at least thirty (30) days before the same is filed, he shall have given to the owner a formal written notice of his intention to file a claim, except that such notice shall not be required where the claim is filed pursuant to a rule to do so as provided by section 506.

(c) Contents of Formal Notice. The formal notice shall state:

- (1) the name of the party claimant;
- (2) the name of the person with whom he contracted;
- (3) the amount claimed to be due;
- (4) the general nature and character of the labor or materials furnished;
- (5) the date of completion of the work for which his claim is made;
- (6) a brief description sufficient to identify the property claimed to be subject to the lien; and
- (7) the date on which preliminary notice of intention to file a claim was given where such notice is required by subsection (a) of this section, and a copy thereof.

The notice may consist of a copy of the claim intended to be filed, together with a statement that the claimant intends to file the original or a counterpart thereof.

(d) Service of Notice. The notices provided by this section may be served by first class, registered or certified mail on the owner or his agent or by an adult in the same manner as a writ of summons in assumpsit, or

if service cannot be so made then by posting upon a conspicuous public part of the improvement.

Section 502. Filing and Notice of Filing of Claim.—

(a) Perfection of Lien. To perfect a lien, every claimant must:

(1) file a claim with the prothonotary as provided by this act within four (4) months after the completion of his work; and

(2) serve written notice of such filing upon the owner within one (1) month after filing, giving the court, term and number and date of filing of the claim. An affidavit of service of notice, or the acceptance of service, shall be filed within twenty (20) days after service setting forth the date and manner of service. Failure to serve such notice or to file the affidavit or acceptance of service within the times specified shall be sufficient ground for striking off the claim.

(b) Venue; Property in More Than One County. Where the improvement is located in more than one county, the claim may be filed in any one or more of said counties, but shall be effective only as to the part of the property in the county in which it has been filed.

(c) Manner of Service. Service of the notice of filing of claim shall be made by an adult in the same manner as a writ of summons in assumpsit, or if service cannot be so made then by posting upon a conspicuous public part of the improvement.

Section 503. Contents of Claim.—The claim shall state:

(1) the name of the party claimant, and whether he files as contractor or subcontractor;

(2) the name and address of the owner or reputed owner;

(3) the date of completion of the claimant's work;

(4) if filed by a subcontractor, the name of the person with whom he contracted, and the dates on which preliminary notice, if required, and of formal notice of intention to file a claim was given;

(5) if filed by a contractor under a contract or contracts for an agreed sum, an identification of the contract and a general statement of the kind and character of the labor or materials furnished;

(6) in all other cases than that set forth in clause (5) of this section, a detailed statement of the kind and character of the labor or materials furnished, or both, and the prices charged for each thereof;

(7) the amount or sum claimed to be due; and

(8) such description of the improvement and of the property claimed to be subject to the lien as may be reasonably necessary to identify them.

Section 504. Amendment of Claim.—A claim may be amended from time to time without prejudice to intervening rights by agreement of the parties or by leave of court, except that no amendment shall be permitted after the time for filing a claim has expired which undertakes to:

- (1) substitute a different property than that described in the claim; or
- (2) substitute a different party with whom the claimant contracted; or
- (3) increase the aggregate amount of the claim.

Section 505. Procedure for Contesting Claim; Preliminary Objections.—Any party may preliminarily object to a claim upon a showing of exemption or immunity of the property from lien, or for lack of conformity with this act. The court shall determine all preliminary objections. If an issue of fact is raised in such objections, the court may take evidence by deposition or otherwise. If the filing of an amended claim is allowed, the court shall fix the time within which it shall be filed. Failure to file an objection preliminarily shall not constitute a waiver of the right to raise the same as a defense in subsequent proceedings.

Section 506. Rule to File Claim.—

(a) **Entry of Rule; Effect.** At any time after the completion of the work by a subcontractor, any owner or contractor may file a rule or rules, as of course, in the court in which said claim may be filed requiring the party named therein to file his claim within thirty (30) days after notice of said rule or be forever barred from so doing. The rule shall be entered by the prothonotary upon the judgment index and in the mechanics' lien docket. Failure to file a claim within the time specified shall operate to wholly defeat the right to do so. If a claim be filed, it shall be entered as of the court, term and number of the rule to file the same.

(b) **Effect of Claim Filed by Subcontractor.** Where a claim is filed by a subcontractor in response to such rule, the owner may give written notice thereof to the contractor in the manner set forth by section 602 of this act, and upon the giving of such notice the owner may avail himself of the remedies provided by sections 601 and 604 of this act and the contractor shall be subject to the duties set forth by section 603 of this act.

Section 507. Indexing Claims, Et Cetera.—The prothonotary shall enter the claim, verdict and judgment

upon the judgment index and mechanics' lien docket against the owner. When a claim, verdict or judgment is stricken, reversed or satisfied, or the name of a defendant is stricken, or an action upon the claim to reduce it to judgment is discontinued, or judgment is entered thereon in favor of the defendant, a note shall be made on the judgment index.

Section 508. Priority of Lien.—The lien of a claim filed under this act shall take effect and have priority:

(a) In the case of the erection or construction of an improvement, as of the date of the visible commencement upon the ground of the work of erecting or constructing the improvement; and

(b) In the case of the alteration or repair of an improvement, as of the date of the filing of the claim.

Section 509. Effect of Forfeiture of Leasehold.—The lien of every claim shall bind only the interest of the party named as owner of the property at the time of the contract or acquired subsequently by him, but no forfeiture or surrender of a leasehold or tenancy, whether before or after the filing of the claim, shall operate to prejudice its lien against the fixtures, machinery or other similar property.

Section 510. Discharge of Lien on Payment into Court or Entry of Security.—

(a) Cash Deposit. Any claim filed hereunder shall, upon petition of the owner or any party in interest, be discharged as a lien against the property whenever a sum equal to the amount of the claim shall have been deposited with the court in said proceedings for application to the payment of the amount finally determined to be due.

(b) Pro-rata Allocation. In any case where the claim or claims are limited in the manner and to the extent provided in section 405, the owner may deposit with the court in separate proceedings a sum equal to the total allowable amount of said claims determined in accordance with said section, whereupon the court, on petition of such owner, shall order all of said claims discharged as liens against the property, and the sum so deposited applied pro rata to the payment thereof in the amounts finally determined to be due.

(c) Refund of Excess. Any excess of funds paid into court as aforesaid, over the amount of the claim or claims determined and paid therefrom, shall be refunded to the owner or party depositing same upon application for the same.

(d) Security in Lieu of Cash. In lieu of the deposit of any such sum or sums, approved security may be

entered in such proceedings in double the amount of the required deposit, or in such lesser amount as the court shall approve, which, however, shall in no event be less than the full amount of such required deposit; and the entry of such security shall entitle the owner to have such liens discharged to the same effect as though the required sums had been deposited in court as aforesaid.

(e) Authority of Court. The court, upon petition filed by any party, and after notice and hearing, may upon cause shown:

(1) require the increase or decrease of any deposit or security;

(2) strike off security improperly filed;

(3) permit the substitution of security and enter an exoneration of security already given.

ARTICLE VI.

DUTIES AND REMEDIES OF OWNER AND CONTRACTOR ON NOTICE OF INTENTION TO FILE OR ON FILING OF CLAIM BY SUBCONTRACTOR.

Section 601. Owner's Right to Retain Funds of Contractor.—An owner who has been served with a notice of intention to file or a notice of the filing of a claim by a subcontractor may retain out of any *moneys due or to become due to the contractor named therein, a sum sufficient to protect the owner from loss until such time as the claim is finally settled, released, defeated or discharged.

Section 602. Notice to Contractor of Claim.—

(a) An owner served with a notice as provided by section 601 may, and if he has retained any funds due the contractor shall, give written notice thereof to the contractor named.

(b) The notice shall state:

(1) the name of the subcontractor, the amount of the claim and the amount withheld, if any, by the owner;

(2) that unless the contractor within thirty (30) days from service of the notice settles, undertakes to defend, or secures against the claim as provided by section 603, the owner may avail himself of the remedies provided by section 604.

(c) The notice may be given by the owner or his agent to the contractor personally, or to the contractor's manager, executive or principal officer or other agent, or if none of these persons can be found, by sending a copy of the notice by first class, registered or certified mail to the contractor at his last known office address.

* "monies" in original.

Section 603. Contractor's Duties on Receipt of Notice.—Upon service of the notice provided by section 602, the contractor shall within thirty (30) days from the contractor's receipt of notice:

(1) settle or discharge the claim of the subcontractor and furnish to the owner a written copy of a waiver, release or satisfaction thereof, signed by the claimant; or

(2) agree in writing to undertake to defend against said claim, and if the owner has not retained sufficient funds to protect him against loss, furnish the owner additional approved security to protect the owner from loss in the event the defense should be abandoned by the contractor or should not prevail; or

(3) furnish to the owner approved security in an amount sufficient to protect the owner from loss on account of said claim.

Section 604. Additional Remedies of Owner.—Should the contractor fail to settle, discharge or defend or secure against the claim, as provided by this act, the owner may:

(1) pay the claim of the subcontractor, upon which payment the owner shall be subrogated to the rights of the subcontractor against the contractor together with any instrument or other collateral security held by the subcontractor for the payment thereof; or

(2) undertake a defense against said claim in which case the contractor shall be liable to the owner for all costs, expenses and charges incurred in such defense, including reasonable attorneys' fees, whether said defense be successful or not, but the undertaking of such defense shall not affect the right of the owner to retain funds of the contractor under section 601 until the *subcontractor's claim is finally defeated or discharged.

ARTICLE VII.

JUDGMENT; EXECUTION; REVIVAL.

Section 701. Procedure to Obtain Judgment.—

(a) Practice and Procedure. The practice and procedure to obtain judgment upon a claim filed shall be governed by the Rules of Civil Procedure promulgated by the Supreme Court.

(b) Time for Commencing Action. An action to obtain judgment upon a claim filed shall be commenced within two (2) years from the date of filing unless the time be extended in writing by the owner.

(c) Venue; Property in More Than One County. Where a claim has been filed in more than one county as provided by section 502(b), proceedings to obtain judg-

* "contractor's" in original.

ment upon all the claims may be commenced in any of the counties and the judgment shall be *res adjudicata* as to the merits of the claims properly filed in the other counties. The judgment may be transferred to such other county by filing of record a certified copy of the docket entries in the action and a certification of the judgment and amount, if any. The prothonotary of the court to which the judgment has been transferred shall forthwith index it upon the judgment index and enter it upon the mechanics' lien docket.

(d) **Limitation on Time of Obtaining Judgment.** A verdict must be recovered or judgment entered within five (5) years from the date of filing of the claim. Final judgment must be entered on a verdict within five (5) years. If a claim is not prosecuted to verdict or judgment, as provided above, the claim shall be wholly lost.

(e) **Defense to Action on Claim.** A setoff arising from the same transaction or occurrence from which the claim arose may be pleaded but may not be made the basis of a counterclaim.

Section 702. Effect of Judgment on Right to Personal Action.—Nothing in this act shall alter or affect the right of a claimant to proceed in any other manner for the collection of his debt.

Section 703. Appeal from Judgment.—From any judgment, order or decree entered by the court of common pleas under the provisions of this act or from any refusal to open a judgment entered by default, an appeal may be taken to the Supreme Court or the Superior Court as in other cases.

Section 704. Satisfaction of Claims; Penalty for Failure to Satisfy.—It shall be the duty of a claimant upon payment, satisfaction or other discharge of the claim, verdict or judgment to enter satisfaction thereof upon the record upon payment of the costs of same. Upon failure to do so within thirty (30) days after a written request to satisfy, the court upon petition of any party in interest may order the claim, verdict or judgment satisfied and the claimant shall be subject to a penalty in favor of the party aggrieved in such sum as the court in the petition proceedings shall determine to be just, but not exceeding the amount of claim.

Section 705. Revival of Judgment.—Judgment upon a claim shall be revived within each recurring five-year period. The practice and procedure to revive judgment shall be governed by the Judgment Lien Law of 1947, as now in force or hereafter amended, and the Rules of Civil Procedure promulgated by the Supreme Court, but the lien of the revived judgment shall, as in the case of the original judgment, be limited to the lien property.

Section 706. Execution upon Judgment.—

(a) **Judgment Essential to Execution.** No execution shall issue against the property subject to a claim except after judgment shall have been obtained upon the claim, and within five (5) years from the date of such judgment or a revival thereof.

(b) **Conformity to Rules of Civil Procedure.** The practice and procedure relating to execution shall be governed by the Pennsylvania Rules of Civil Procedure relating to execution.

(c) **Division of Tract.** Where only a part of a single tract is subject to the lien of a mechanic's claim, and such part cannot be sold without prejudice or injury to the whole, the court on petition of the owner, claimant or any person in interest may order the entire tract sold and shall equitably distribute the proceeds of sale according to the relative value of the part bound by and that free of the claim. The court may determine the matter itself and for that purpose may receive evidence by deposition or otherwise, or may appoint an auditor to hear the evidence and report to the court.

ARTICLE VIII.**SEVERABILITY AND EFFECTIVE DATE.**

Section 801. Severability.—If any provision of this act, or the application thereof to any person or circumstance is held invalid, the remainder of this act, and the application of such provision to other persons or circumstances, shall not be affected thereby and to this end the provisions of this act are declared to be severable.

Section 802. Effective Date.—This act shall take effect on the first day of January, 1964, but shall not apply to liens filed prior to said date except with respect to the practice and procedure prescribed by Article VII of this act.

ARTICLE IX.**REPEALER.**

Section 901. Specific Repeal.—The following act is repealed absolutely.

The act of June 4, 1901 (P. L. 431), entitled "An act defining the rights and liabilities of parties to, and regulating the effect of, contracts for work and labor to be done, and labor or materials to be furnished, to any building, bridge, wharf, dock, pier, bulkhead, vault, subway, tramway, toll-road, conduit, tunnel, mine, coal-breaker, flume, pump, screen, tank, derrick, pipe-line, aqueduct, reservoir, viaduct, telegraph, telephone, railway or railroad line; canal, millrace; works for supply-

ing water, heat, light, power, cold air, or any other substance furnished to the public; well for the production of gas, oil or other volatile or mineral substance; or other structure or improvement, of whatsoever kind or character the same may be; providing remedies for the recovery *of debts due by reason of such contracts, and repealing, consolidating and extending existing laws in relation thereto.”

Section 902. General Repeal.—All other acts and parts of acts are repealed in so far as they are inconsistent herewith.

APPROVED—The 24th day of August, A. D. 1963.

WILLIAM W. SCRANTON

No. 498

AN ACT

Amending the act of July 5, 1947 (P. L. 1217), entitled “An act to promote the education and educational facilities of the people of the Commonwealth of Pennsylvania; creating a State Public School Building Authority as a body corporate and politic with power to construct, improve and operate projects and to lease the same and to fix and collect fees, rentals and charges for the use thereof; authorizing school districts to enter into contracts to lease; authorizing and regulating the issuance of bonds by said Authority; and providing for the payment of such bonds and the rights of the holders thereof; granting the right of eminent domain; increasing the powers and duties of the Department of Public Instruction; and providing that no debt of the Commonwealth shall be incurred in the exercise of any of the powers granted under this act; and making an appropriation to said Authority to pay expenses incident to its formation,” authorizing the construction, improvement, maintenance and operation of educational broadcasting facilities and the entrance into certain contracts for such purposes.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

Section 1. The first paragraph of section 4, act of July 5, 1947 (P. L. 1217), known as the “State Public School Building Authority Act,” is amended to read:

Section 4. Purposes and General Powers.—The Authority is created for the purpose of constructing, improving, maintaining and operating [, public school buildings,] *buildings for public school and educational broadcasting facilities*, and furnishing and equipping the same for use [as public schools,] as a part of the public school system of the Commonwealth of Pennsylvania under the jurisdiction of the Department of Public Instruction.

* * * * *

* “or” in original.

State Public
School Building
Authority Act.

First paragraph,
section 4, act of
July 5, 1947,
P. L. 1217,
amended.