

by him as correct and true to the best of his knowledge and belief, before some Justice of the Peace having jurisdiction in the place where the property is situate,—nor unless it shall be proved that the state of the property was also examined by some competent and disinterested persons within      after the work in respect of which the Lien 5 is claimed was completed, and a certificate made and signed by him of its then state and of the additional value given to the property by such work, as compared with its value in the state described in the certificate first above mentioned,—nor unless the suit for the recovery of the sum for which the Lien is claimed be commenced within      after the 10 completion of the said work,—nor unless the said work be completed within      from the date of the contract under which such Lien is claimed.

Lien for part of the consideration money of the contract.

III. The Lien given by this Act shall exist and may be enforced for the price of any separate portion of the work mentioned in the Contract under which it is claimed, provided the price of such portion be specified in the Contract, and be due under it at the time when the suit shall be brought for enforcing such Lien. 15

How part of the Lien may be transferred to a sub-contractor.

IV. No sub-contractor or workman employed by the original contractor shall merely as such have a Lien on the property by reason of the work 20 he is employed to do ; but the original contractor may, by an instrument under his hand and seal with the consent of the owners of the property with whom he contracted, testified by his being a party to and confirming the assignment, assign his Lien in respect to any definite portion of the work described in such assignment, and then remaining to 25 be done, and for a sum to be also therein mentioned ; and from the time when such assignment shall be registered in the proper Registry Office, the assignee shall in respect of the work and for the price mentioned in the assignment, stand in the place of the original contractor and have all his rights. 30

The whole claim shall be assignable and must be assigned in certain cases, to persons having claims on the property.

V. The claim for the whole sum due and to become due under any such contract as aforesaid and the Lien for securing the same, shall always be assignable, and from the time when such assignment shall be registered in the proper Registry Office, and notified to the person by whom such sum is payable, the assignee thereof shall as regards such 35 sum and Lien, stand in the place of the assignor and have all his rights ; and the party to whom such sum is due, shall always be bound to receive the same with the costs (if any) incurred by him in any suit for the recovery thereof, from any person having to or upon the property upon which the same is secured as aforesaid, a claim or charge ranking after 40 the Lien by which such sum is secured, and upon receiving such sum shall assign the said claim and Lien therefor to the person paying the same ; and if he refuse to make such assignment, then the tender of such sum (and the said costs if any) being made to him by or in the presence of some competent witness, who shall swear before some Justice of the 45 Peace that such tender was made by him or in his presence, and the assignment refused, such affidavit of tender and refusal to assign, being registered in the proper Registry Office, by memorial thereof under the hand and seal of the party on whose behalf the tender shall be made, shall operate as such