

labor in whole or in part, in describing, illustrating or superintending such structure or work done or to be done or in any part connected therewith, shall have a lien upon the property upon which they have rendered service or performed labor or furnished materials, for the value of such service rendered, labor done or materials furnished, whether at the instance of the owner or of any other person acting by his authority or under him, as agent, contractor, or otherwise, for the work or labor done or service rendered or materials furnished by each respectively, whether done or furnished or rendered at the instance of the owner of the building or other improvement, or his agent. Provided a lien or liens shall attach only to such interest as the owner or lessee may have in the real estate. In case of a contract for the work between an owner and a contractor, the lien shall extend to the entire contract price, and such contract shall operate as a lien in favor of all persons except the contractor to the extent of the whole contract price; and after all such liens are satisfied, then as a lien for any balance of the contract price in favor of the contractor. Provided, that if at the time of the commencement to do work or furnish material the owner has paid upon the contract, and in accordance with the terms thereof, any portion of the contract price, the liens hereby created shall extend only to the unpaid balances of such contract price, and of which such laborers and material men shall have had notice. No part of the contract price shall, by the terms of any contract, be made payable, nor shall the same or any part thereof be paid in advance of the commencement of the work for the purpose of evading or defeating the provisions of this section. No payment made prior to the time when the same is due, under the terms and conditions of the contract, shall be valid for the purpose of defeating, diminishing or discharging any lien in favor of any person except the contractor; but as to such liens such payment shall be deemed as if not made, as shall be applicable to such liens, notwithstanding that the contractor to whom it was paid may thereafter abandon his contract or be or become indebted to the owner in any amount for damages or otherwise, for non-performance of his contract or otherwise. As to all liens except that of the contractor, the whole contract price shall be payable in money, except as herein provided, and shall not be diminished by any prior or subsequent indebtedness, off set or counter-claim in favor of the owner and against the contractor, except when the owner has contracted to pay otherwise than by cash, in which case the owner shall post in a conspicuous place on the premises a statement of the terms and conditions of the contract before materials are furnished or labor is performed, which notice must be kept posted, and when so posted shall give notice to all parties interested of the terms and conditions of the contract. Any person wilfully tearing down or delacing said notice shall be guilty of a misdemeanor. No alteration of any contract shall affect any lien acquired under the provisions of this act. In case of corporations, the lien shall attach to all franchises and privileges that may in any manner pertain to the property against which the lien is claimed. When any person entitled to a lien under the provisions of

this section, other than the original contractor, shall have actually commenced to perform labor upon or to furnish materials for any building, improvement or structure herein mentioned, the property shall be charged with the liens by this act provided, and no payment made to the original contractor shall in anywise defeat or impair the claims for such liens.

Sec. 2. The liens granted by this act shall extend to and cover so much of the land whereon such building, structure or improvement shall be made, as may be necessary for the convenient use and occupation of such building, structure or improvement, and the same shall be subject to such liens, and in case any such building shall occupy two or more lots or other subdivision of land, such lots or other subdivision shall be deemed one lot for the purposes of this act, and the same rule shall hold in cases of any other such improvements that shall be practically indivisible, and shall attach to all machinery and other fixtures used in connection with any such lands, buildings or structures. No attachment, garnishment or levy under an execution upon any money due to an original contractor from the owner of any property subject to lien under this act shall be valid as against any lien of a sub-contractor or material man, and no such attachment, garnishment or levy upon money due to a sub-contractor or material man, as herein provided, from the contractor, shall be valid as against any lien of a laborer employed by the day or piece.

Sec. 3. The provisions of this act shall apply to all persons who shall do work or furnish materials for the working, preservation or development of any mine, lode, mining claim or deposit yielding metals or minerals of any kind, or for the working, preservation or development of any such mine, lode or deposit in search of such metals or minerals, and to all persons who shall do work or furnish materials upon any shaft, tunnel, incline, adit, drift, drain or other excavation of any such mine, lode or deposit. Provided, that when two or more such lodes or deposits, owned or claimed by the same person or persons, or where the owners are different persons the same with the consent of all, shall be worked through a common shaft, tunnel, incline, adit, drift or other excavation, then all the mines, lodes or deposits so worked shall, for the purpose of this act, be deemed one mine. Provided, further, that this section shall not be deemed to apply to the owner or owners of any mine, lode, deposit, shaft, tunnel, incline, adit, drift or other excavation, when the same shall be worked by a lessee, under bond or otherwise; but, in such case, the person entitled to a lien under this act shall have a lien on the leasehold interest and on the ores and mineral-bearing rock or dirt mined and excavated by the lessees.

Sec. 4. Whoever shall do work or furnish materials by contract, express or implied, with the owner, as in this act provided, shall be deemed an original contractor, and all other persons doing work or furnishing materials shall be deemed subcontractors.

Sec. 5. The liens provided for herein are preferred to any lien, mortgage or other incumbrance which may have attached subsequent to the time when the building, improvement or structure was commenced, work done or materials

were commenced to be furnished; also to any lien, mortgage or other encumbrance of which the lien holder had no notice and which was unrecorded at the time the building, improvements or structure was commenced, work done, or the materials were commenced to be furnished. The liens herein provided shall relate back to and take effect as of the time of commencement to do work upon and furnish materials on the ground for the structure or improvement, and shall have priority over any lien or encumbrance subsequently intervening, except a lien herein provided for of the same class, or which may have been created prior thereto, which was not then recorded and of which the lienor under this act did have actual notice.

Sec. 6. Every original contractor, within sixty days after the completion of his contract, and every person save the original contractor claiming the benefit of this act, must, within forty days after furnishing the last material or performing the last labor for any building, improvement or structure, or for any alteration or addition to or repair thereof, or performance of any labor in or furnishing any materials for any mining claim, file for record with the County Recorder of the county in which the property or some part thereof is situated, a claim in writing, containing a notice of intention to hold and claim a lien, and a statement of his demand, after deducting all just credits and offsets, with the name of the owner, if known, and also the name of the person by whom he was employed, or to whom he furnished the material, with a statement of the terms, time given and conditions of his contract, specifying the time when the first and last labor was performed or the first and last materials furnished, and also a description of the property charged with the lien sufficient for identification, which claim must be verified by the oath of himself or of some other person. Liens against two or more buildings, mining claims or other improvements owned by the same person or persons may be included in one claim; but in such case the person filing the claim must designate therein the amount claimed to be due to him on each of such buildings, mining claims or other improvements. Any sub-contractor before commencing to furnish materials or to perform work, or at any time thereafter and before the completion of his contract, may file a statement of claim with the Recorder as herein provided, containing a notice of intention to hold and claim a lien, a description of the property to be charged, and the probable value of the work to be done, or the probable value of the materials to be furnished, as near as may be. From the time such statement shall have been filed, he shall have a lien for the work thereafter done or materials furnished by him, not exceeding the sum stated as the probable value thereof, and in the event of such sub-contractor claiming to have done work or furnished materials before the filing of such statement, he may include therein a statement of the value of the work already done or material furnished as near as may be, for which, to the extent of the sums mentioned, his lien shall likewise attach.

Sec. 7. The recorder must record the claims in a book kept by him for that purpose, and from the time of the filing thereof for record, all persons shall be deemed to have notice.