Massachusetts Midweek Update
12/28/22

Dear Stewart Partners,

We hope all of you had a joyous holiday and had the chance to relax and spend time with family and friends! As we close out the last week of 2022, our midweek update will provide a review of the important Massachusetts legal decisions affecting conveyancers highlighted throughout the year in our Wednesday Mid-Week update. Happy reading!

Sacks v. Dissinger, 480 Mass. 780 (2021)

In Sacks, the Court addressed the applicability of the one-year statute of limitations found in the Massachusetts Uniform Trust Code at GL c. 203E § 604. The MUTC sets forth a 1-year statute of limitations for claims for trust contests. In this case, two original trust beneficiaries brought suit after that period, asserting that they were wrongfully removed as beneficiaries based on the conduct of certain relatives. The defendants were originally successful in the lower court, but the decision was appealed. The Supreme Judicial Court, on its own initiative, transferred the case from the Appeals Court.

The former beneficiaries argued that the 1-year statute of limitations does not apply, as their challenge is not a trust contest, and the statute is limited to such actions; rather their claim is one for unjust enrichment based on tortious conduct, and such actions are subject to a 3-year statute of limitations under GL. c. 260, § 2A. The Court agreed. The Court held that the challenge was not as to the validity of the trust, rather, the former beneficiaries were seeking relief and compensation as a result of the tortious conduct of another, which conduct lead others to benefit at their expense.

To read the full decision, follow this link: https://law.justia.com/cases/massachusetts/supreme-court/2021/sjc-13105.html

Shaw's Supermarket, Inc. v. Melendez, 488 Mass. 338 (2021)

This case addressed the impact of the emergency orders tolling deadlines and statutes of limitations during the early days of the pandemic. It is an important reminder that the extension of the statute of limitations may impact certain titles for many years.

As you may recall, the orders extended statutes of limitations and deadlines which affected enforcement time periods. In this case, Shaw's argued that the extension only applied to those statutes of limitations that would have expired during the time period the order was in effect. The appellee, Melendez, argued that the extension applied to all cases, not just those on the verge of expiring. Although the underlying claim by Melendez in this case involves a personal injury she suffered while shopping, the decision is important to the real estate conveyancing bar because it impacts when certain liens will become unenforceable. (But see Graycor Construction Company, Inc. v. Pacific Theatres Exhibition Corp.,) which is highlighted below for further discussion.)

To read the full decision, follow this link: https://law.justia.com/cases/massachusetts/supreme-court/2021/sjc-13054.html

Conservation Commission of Norton v. Pesa, 488 Mass. 325 (2021)

Many of you are familiar with orders of conditions issued by local Conservation Commissions in the course of land development. Once recorded, the orders provide notice that an owner of land has been given permission to construct or alter the property in accordance with certain conditions designed to preserve and protect wetlands on or near the property. Although these orders are recorded with the Registry, they are not a defect in title, nor do they affect the marketability of the title, as was explained in Lyon v. Duffy, 77 Mass. App. Ct. 860 (2010). The orders require the owner to obtain a certificate of compliance, which would confirm that the work was completed in compliance with the order. In this case, the Conservation Commission of Norton sought an enforcement action against the current owner of the property based upon an order of conditions issued in 1979. The Commission first became aware of the potential violation of the order in 1984 and notified the then owner (who had undertaken the work at the property), but nothing further was done. In 1996, he conveyed the property to himself and his wife as tenants by the entirety. In 2014, his surviving spouse sold the property to the current owners, the Pesas. The Pesas and the Conservation Commission engaged in discussions regarding the requirements to obtain the certificate of compliance, which included completion of certain work required by the original order; however, they disagreed on whether certain fill needed to be removed. In 2015, the Conservation Commission brought an enforcement order seeking removal of the fill and ordering the property to be returned to its original condition.

The Pesas claimed that the period to bring an enforcement action expired, based on their interpretation of the statute of repose contained in GL c. 131, §. 40. They argued that the statute required actions be brought within three years after the first subsequent owner purchased the property, and in this case because the original owner had already transferred the property to himself and his wife in 1996, any enforcement action needed to be brought within three years after that first transfer. As the third owner of the property after issuance of the order of conditions, the Pesas argued that that the Conservation Commission was barred from bringing the action. The lower court agreed with the Pesas, and the Commission appealed. The Supreme Judicial Court overturned the lower court's decision and held that the statute of repose in GL c. 131, §. 40 is personal and doesn't run with the land. Rather, the three-year time period begins anew with each conveyance of the property. It is important to note that the statute does not provide a time limit during which a Conservation Commission must bring an action to enforce; instead the statute prohibits a Conservation Commission from bringing an enforcement action against an owner three years after recording of the deed into that owner.

This decision has an impact for purchasers of lands that are subject to an order of conditions, as liability for an existing violation can be imposed for a period of three years after the buyer acquires title. This could also present a problem for a seller with an open order of conditions, even if the seller has owned the property for more than three years, because buyers may not want to assume that liability.

To read the full decision, follow this link: https://law.justia.com/cases/massachusetts/supreme-court/2021/sjc-13058.html

H1 Lincoln, Inc. v. South Washington Street, LLC, 489 Mass. 1 (2022)

The Supreme Judicial Court issued this decision on January 24, 2022. The case involves a commercial lease but has applicability beyond the strict confines of landlord tenant law in that the Court addressed

whether a contractual provision limiting damages under the Massachusetts consumer protection statute, known as GL c. 93A, is enforceable. The defendants argued that their conduct did not rise to the level of being actionable under GL c. 93A §11, and that even if their action had violated the statute, the plaintiff could not be awarded damages under the statute because the lease between the parties contained a limitation of liability provision, whereby the plaintiff had waived its claims to be compensated for "speculative or consequential damages." The Court concluded that the conduct of the defendant was indeed unfair and deceptive and most importantly, defendant's conduct was willful. The court held that the limitation of liability provision in the lease did not provide protection against c. 93A claims when the conduct is willful or knowing.

It is clear from the decision that while contractual provisions can be used to limit liability, they do not provide complete insulation from potential claims under c. 93A, even in a commercial setting if the offensive conduct is done knowingly or willfully.

To read the full decision, follow this link: https://law.justia.com/cases/massachusetts/supreme-court/2022/sjc-13088.html

Kettle Brook Lofts, LLC v. Specht, 100 Mass. App. Ct. 359 (2021)

In this decision, the latest in a series involving this condominium project, the Appeals Court analyzed the ability of a condominium developer to unilaterally extend phasing rights to add units based on powers the developer reserved in the Master Deed.

Kettle Brook Lofts, LLC was the owner of several tracts of land in Worcester. The LLC submitted the land to G.L. c. 183A by filing a Master Deed, which created 33 condominium units. The Master Deed allowed the declarant/developer to add additional units over a period of 7 years, for a total of 109 units if completed. The Master Deed also provided that only those units that were substantially complete could be phased into the condominium and that the failure to phase the units within that time period would result in a waiver of the declarant/developer's phasing rights.

The Master Deed contained a common provision relative to amendments, whereby the declarant/developer retained the unilateral right to amend the Master Deed so long as he owned either a unit or owned unexpired phasing rights, with the caveat that the amendment would not substantially increase the burdens of any unit owner, or substantially decrease the benefits conferred upon any unit owner.

The dispute arose between the unit owners and the developer after the declarant/developer amended the Master Deed – just one day prior to the expiration of his phasing rights – to extend the time to exercise the phasing rights, and he did so under the general power to amend as described above. On the same day, the declarant/developer added 56 units to the condominium. These units were only partially built, although in the phasing documents the units were described as substantially complete. The condominium owners challenged the validity of the submission of the 56 units as well as the amendments to the Master Deed.

The Appeals Court held that the submission of the 56 units was improper because they were not substantially complete and therefore did not comply with the reserved rights in the Master Deed, which required that any additional units to be phased in must be substantially complete at the time they are

added to the Condominium. Further, the Court held that the amendments made to the Master Deed, including the extension of phasing rights, were also improper because the developer may not use the general reserved rights to expand the scope of phasing rights. The Court stated, "without the consent of all affected unit owners, any attempt to extend the scope or duration of the phasing provisions of the master deed would violate the [condominium enabling] statute." The Court explained that it is possible a Master Deed could allow a developer to retain such rights, however any provision allowing such an extension of phasing rights would "have to be written with sufficient specificity to allow the units owners to make 'an accurate determination' of the scope of the declarant's power in this regard at the time they purchased their units."

This decision provides important guidance for real estate attorneys when drafting documents for developers who want to retain broad phasing rights, as well as conveyancing attorneys when evaluating whether a unit has been properly phased into a condominium, particularly where such phasing occurred based on an extension of such rights.

To read this decision follow this link: https://law.justia.com/cases/massachusetts/court-of-appeals/2021/20-p-738-amp-ac-20-p-739.html

US Bank v. Desmond (In re Mbazira) 15 F.4th 106 (1st Cir. 2021)

This case addressed a defective acknowledgment clause on a mortgage. Although this was not the first case addressing the issue, it is important because it was the first reported decision from the First Circuit Court of Appeals that addressed the issue relative to registered land. From a title perspective, the distinction between registered and recorded land would appear important, as one might presume that the registered land system, with the oversight of the Land Court, might result in a higher or distinct burden as to notice once a document is accepted for filing.

In this case, the borrower signed the mortgage, initialed each page, but the notary failed to insert the borrower's name into the acknowledgment clause. The property was registered land, and the mortgage was accepted for filing and noted on the certificate of title. There was no evidence that the borrower did not in fact appear, or that she did not sign the document voluntarily. The borrower filed for Chapter 11 Bankruptcy, and, as the debtor in possession, asserted that the mortgage she gave was unsecured due to the lack of inclusion of her name in the acknowledgment clause. An adversary proceeding followed, which resulted in the appeal to the First Circuit.

The First Circuit affirmed the Bankruptcy Court's judgment, allowing the borrower to avoid the mortgage. This decision is important because, unlike a defective acknowledgment that is part of a recorded mortgage, which will cure itself 10 years from the date of recording under G.L. 184 § 24, a registered land mortgage does not have the benefit of this statute, as the statute specifically excludes registered land. Additionally, it is not always possible to record a scrivener's affidavit with the Land Court relative to registered land, which has become a common way to cure a defective acknowledgment. This decision is a reminder to our agents that care must be taken when completing the certificate of acknowledgment on mortgages. Any defect, including the omission of the identity of the signer, or failing to set forth that the mortgagor executed the document voluntarily, can result in significant losses if the borrower files for bankruptcy.

To read the decision, follow this link: https://casetext.com/case/us-bank-v-desmond-in-re-mbazira

Suffriti v. Shea, 100 Mass. App. Ct. 740 (2022)

On February 24, 2022, the Appeals Court issued a decision involving G.L. c. 260, § 33, commonly referred to as the Obsolete Mortgage Statute. The case was originally filed by the borrower, who asserted that the mortgage was no longer enforceable because the note had matured more than 10 years ago. The borrower died during the proceedings and her personal representative was substituted. In this case, the mortgage had no stated maturity date, and simply identified that it was given to secure a loan "payable as provided in a note of even date." At the time of the execution of the note and mortgage, which was in 2006, the note had a 1-year maturity date. Thereafter, the borrower and lender entered into a revision agreement modifying the note by extending the term of the note for 1 additional year. The mortgage was not modified and no modification agreement was recorded. Ten years after the agreement to extend, which was well beyond the due date of the note, the borrower recorded an affidavit with the registry of deeds, to which she appended the revision agreement showing the maturity date of the note. She asserted in the affidavit that due to the fact that more than five years had elapsed since the due date of the note, the mortgage was now unenforceable. The Appeals Court stated that the mortgage was at all times one in which "no term of the mortgage [was] stated." It further stated that "the language [of the statute] is unambiguous" and a mortgage with no stated maturity does not become obsolete until the passage of 35 years. The Court affirmed the lower court's summary judgment decision that the mortgage in question was enforceable by the lender.

To read the full decision, follow this link: https://law.justia.com/cases/massachusetts/court-of-appeals/2022/20-p-289.html

DiCienzo v. Pizziferri, 30 LCR 120 (2022)

This 2022 Land Court decision highlights the need to review carefully transactions undertaken when a person is under guardianship and to be mindful of the provisions of the Massachusetts Uniform Trust Code, MGL c. 203E ("MUTC").

The facts of the case are not uncommon. In 1992, Felix and Antonietta DeCienzo formed the DiCienzo Realty Trust, a nominee trust. They were named as the trustees of the Trust, and the off record beneficiaries were their two children. At the same time, they transferred their house in Quincy to the Trust. Felix died in 2002, leaving Antonietta as the sole trustee of the Trust. In 2013 Antonietta's cousins Angela and Anne Marie filed a petition with the Probate Court to be appointed co-guardians for Antonietta, alleging that she was unable to make decisions for herself. The Probate Court agreed that the statutory requirements to place Antonietta under guardianship had been met, and appointed Angela and Anne Marie as co-guardians. Over the course of the next several years, they filed annual reports with the Court confirming that Antonietta continued to be unable to make personal decisions because she was suffering from Alzheimer's disease.

In 2016, while the guardianship was still ongoing, Antonietta executed a deed conveying the real property out of the trust for nominal consideration to Angela. The notary public who took the acknowledgment on the deed signed an affidavit stating that Antonietta said it was her free act and

deed and she signed it "in a firm and secure matter (sic)." The deed was not recorded; instead, Angela kept the original deed in her possession.

Two years later, in 2018, Antonietta died, and shortly thereafter Angela recorded the deed. At the time of her death, the guardianship was still in effect. Antonietta's children, as beneficiaries of the Trust, brought suit in the Land Court challenging the transfer on the basis that the 2016 deed was void for several reasons, including lack of capacity and undue influence. The Land Court agreed, based solely upon the MUTC. Specifically, section 704(a)(6) of the MUTC states that "a vacancy in trusteeship shall occur if a guardian or conservator is appointed for an individual serving as trustee." Therefore, the Court reasoned, upon Angela and Anne Marie's appointment as co-guardians for Antonietta, her trusteeship was terminated by statute. As such, the 2016 deed from Antonietta conveyed nothing, and the title to the real estate remained in the trust.

This case is a reminder that the law of trusts has changed in Massachusetts since the enactment of the MUTC, and practitioners should be mindful of its provisions. It's also an important reminder to check Probate Court records to confirm that no party (including a trustee of a trust) has been placed under a conservatorship or guardianship and therefore deemed incompetent to engage in a real estate transaction.

Battle v. Howard, 489 Mass. 480 (2022)

In early April, Massachusetts SJC issued its decision in the case of Battle v. Howard, which involved the question of when during the course of a partition action a joint tenancy is severed. The decision is important not only because of the Court's ruling in the case, but also its overview of the law of partition actions in Massachusetts.

The facts of the case are fairly simple. Charles Dunn and Barbara Howard took title to two adjacent lots in Dorchester as joint tenants in 1993. In July 2020, Mr. Howard filed a Petition to Partition in the Land Court. In September 2020 the Land Court Judge determined that the property could not be divided and a Commissioner was appointed. Two months later, in December 2020, the Court issued a warrant authorizing the Commissioner to market the property for sale. The warrant contained a provision that any purchase and sale agreement would be subject to review and approval by the Court. In late January 2021, the Commissioner accepted an offer to purchase the property, and the Court scheduled a hearing on February 17, 2021, to review the offer and the proposed purchase and sale agreement. The petitioner Mr. Dunn passed away on February 16, 2021, one day prior to the hearing.

The parties to the instant action are Ms. Howard (the surviving joint tenant), and the personal representative of Mr. Dunn's estate on behalf of his heirs. Ms. Howard filed a motion to dismiss the partition action based upon her position that upon Mr. Dunn's death she became the sole owner of the property by virtue of being the surviving joint tenant. On March 4, 2021, the Land Court denied the motion to dismiss and approved the sale to the third party. However, the judge also stayed the proceedings to allow Ms. Howard to appeal the interlocutory order, which she did. The SJC transferred the matter from the Appeals Court to answer two distinct questions: first, whether the Commissioner's acceptance of an offer to purchase was sufficient to sever the joint tenancy; and second, whether the partition statute gave the Land Court jurisdiction to continue to hear the case after Mr. Dunn's death.

Ultimately the SJC agreed with Ms. Howard that the acceptance of an offer to purchase was not sufficient to sever the joint tenancy. Rather, a severance would occur at the time the Commissioner conveyed the property to a buyer. In its decision, the Court reviewed both the law of joint tenancies and partition actions in Massachusetts. As to joint tenancies, the Court looked to the four unities and stated that the tenancy would be severed if one of the unities was destroyed by conveyance or by partition. The ultimate question before the SJC, therefore, was at what point in the partition action the joint tenancy was severed?

The Court noted that the parties to the partition action could discontinue it at any time up until the Commissioner gave a deed to the buyer, and if they did so their ownership interest would remain unchanged. Further, since the warrant in this case stated that any purchase and sale agreement would be subject to the parties' right to object to it and to final Land Court approval, it alone was not sufficient to sever the tenancy.

The SJC also tackled the interpretation of Section 26 of the partition statute, which states that if a party to the partition action dies during the proceedings, his heirs or devisees would be entitled to a portion of the proceeds. While on its face this section appears to support the argument of Mr. Dunn's heirs, the Court ultimately determined that reading Section 26 in conjunction with the remainder of the partition statute suggested that it was procedural in nature and was intended to deal with other forms of joint ownership, not joint tenancies. A contrary reading would result in "the abolition of the right of survivorship" according to the SJC.

Finally, the SJC rejected the argument that the Land Court's equitable powers gave it the authority to continue to exercise jurisdiction over the matter even after Mr. Dunn's death. Because there was no severance of the joint tenancy, the heirs of Mr. Dunn did not have standing to maintain the partition action, and any ruling to the contrary by the Land Court was in error.

The decision is important to practitioners who may be advising parties to a partition action. If Mr. Dunn had conveyed his interest in the property prior to filing the partition action, the outcome of this case would have been entirely different. It is also a reminder to conveyancing attorneys that when dealing with property that is the subject of ongoing litigation, it is important to wait until a court order becomes final (i.e., all appeal periods have passed) before insuring.

To read the full decision, follow this link: https://law.justia.com/cases/massachusetts/supreme-court/2021/sjc-13177.html

Barbetti v. Stempniewicz, 490 Mass. 98 (2022)

The decision by the SJC in the case of Barbetti v. Stempniewicz is important to both conveyancing and estate planning attorneys. The lawsuit itself stems from an inter-family dispute over estate assets. In its decision, the SJC focused solely on two counts of a 14-count complaint: first, whether a trust created by an agent acting under a power of attorney was valid; and second, whether the Court should declare a constructive trust with respect to the assets that were transferred into the trust.

As to whether the trust was valid, the Court held that it was void ab initio. The Court noted that the ability of a settlor to delegate the power to create a trust is an issue of first impression in Massachusetts. Under the Massachusetts Uniform Trust Code, MGL c. 203E, § 401, there are three

methods by which a trust can be created, none of which involve an agent acting under power of attorney. Under section 402 of the MUTC a trust can only be created if the settlor has both the "capacity to create a trust" and "indicates an intention to create the trust."

The Court noted that the MUTC allows a principal to delegate certain trust functions to an agent, namely, the power to revoke or amend the trust or to distribute trust assets, provided both the trust and the power of attorney expressly authorize those actions. See MGL c. 203E, § 602. Delegation of creation of a trust is not addressed in the MUTC so the SJC looked to laws in other states to reach its decision. The Court observed that several states have adopted the Uniform Power of Attorney Act (UPAA), which specifically allows a principal to authorize an agent to create a trust, and other states have passed statutes with similar language. Based upon its review, the SJC found one "underlying principle: where the power to create a trust is delegable, either pursuant to a statute or judicial opinion, it is only so where there is an express grant of the power to create a trust in the power of attorney."

Applying this reasoning to the power of attorney in question, the Court found that there was no authorization to create a trust. While the POA authorized the agent to transfer assets to a trust created by the principal, and to act for the principal as beneficiary of any trusts, the express authority to create a trust was lacking. The Court noted that powers of attorney are to be strictly construed, and a general grant of authority will not be interpreted to "provide more authority than absolutely necessary to effectuate the purpose of the power, absent some additional express authorization." Citing precedent, the Court also stated that "[a]uthority to conduct a transaction includes authority to do acts which are incidental to it…. However, authority to conduct incidental transactions only arises where authority has been granted in the first instance to conduct a primary transaction."

Having found that there was no authority by the agent to create the trust, the Court turned to the question of whether to impose a constructive trust on the assets that had been transferred to the trust. The Court held that since the trust was void ab initio, the transfers of the assets to the trust were similarly void and the assets should be returned to the persons from whom they were received.

The Court made a specific point to say that powers of attorney and trusts may be used as a mechanism to take advantage of the elderly and vulnerable. It also noted that the legislature is considering whether the UPAA should be adopted in Massachusetts, and, therefore, the Court left to the legislature the question of whether to allow trusts to be created under powers of attorney and, if so, how that should be done.

While this case addresses trust creation, it also serves as a reminder that powers of attorney are strictly construed. If the agent is attempting to enter into a transaction, which is not expressly authorized in the POA or the title for the current owner relies on an act by an agent without express authority in the POA, you should contact your Stewart underwriter before insuring.

To read the full decision, follow this link: https://law.justia.com/cases/massachusetts/supreme-court/2022/sjc-13149.html

Liberty Hill, LLC v. Fernald (Mass. Super. Ct. 2022)

This decision from the Middlesex Superior Court serves as a reminder of the legal requirements in Massachusetts when a seller dies after having signed a purchase and sale agreement but before the closing has occurred.

In this case, the buyer and seller (after protracted negotiations) entered into a purchase and sale agreement on March 25, 2022. The seller died less than two weeks later, prior to the closing. After the seller passed away, the buyer learned that the personal representative had listed the property for sale with a real estate broker and had received an offer that exceeded the original purchase price. The buyer asked for – and the Court granted – a temporary restraining order. The personal representative of the seller's estate maintained that he was required to obtain the highest price for the property pursuant to MGL c. 202, § 38. The Personal Representative also argued that he could not sell the property without first receiving a license from the court since the decedent died without a will. The buyer maintained that the Personal Representative was obligated to sell the property under MGL c. 204, § 1.

The Court agreed with the buyer in holding that the purchase and sale agreement executed by the seller prior to his death was enforceable against the estate. M.G.L. c. 204, § 1 grants superior courts (along with probate courts and the SJC) the authority to enforce specific performance of agreements to convey real estate and further instructs courts to order the Personal Representative to make the conveyance if the testator would have been required to make the conveyance were he living. Further relying on MGL c. 204, § 1 the Court stated that no license of the probate court is required – instead, the superior court could order the sale.

The Court stated that the Personal Representative's reliance on M.G.L. c. 202, §§ 19 and 38 was misplaced because the duty to obtain the highest possible price on the property primarily applies in cases where the heirs cannot agree on what to do with the property. We're guessing many probate and conveyancing attorneys would take issue with this statement. The Court also noted that although a fiduciary does have an obligation to obtain the highest price for the property, it would not insert that provision into the P&S in this case.

This case serves as a reminder that the decedent's estate is obligated to honor an agreement to convey property made by the decedent prior to his death.

Graycor Construction Company, Inc. v. Pacific Theatres Exhibition Corp., 490 Mass. 636 (2022)

This SJC decision from September clarified that not all statutes of limitations were tolled by the Court's orders issued in connection with the COVID pandemic. The plaintiff in the case is a contractor that had filed a Notice of Contract and a Statement of Account under MGL c. 254, the Massachusetts mechanic's lien statute. The documents were recorded on April 27, 2020. Unfortunately for the contractor, the Notice and Statement had the incorrect name of the property owners. The lien documents also identified the wrong property. These were fatal errors in the filings. When the contractor discovered the error, it recorded an amended Notice and Statement, which did include the correct property owner. The amendments containing the correct information were recorded on September 9 , 2020, more than 90 days after the March 4, 2020 date the contractor ceased to perform work at the property. As such, the Notice was untimely under MGL c. 254, § 2.

The contractor filed suit to perfect its lien, arguing that the SJC's so-called COVID tolling orders tolled the statute of limitations in the mechanic's lien statute and as such the amended Notice was timely filed. The trial court judge agreed with the contractor and denied the defendant property owner's motion to dismiss. The judge also reported the decision to the Appeals Court. The SJC subsequently granted the owner's application for direct appellate review.

The SJC examined both the mechanic's lien statute and its own COVID tolling orders. The Court noted that the opening paragraphs of the orders clearly stated that they were issued to oversee court operations and were for the purpose of limiting the number of people who could be present in courthouses because of the public health emergency. It also noted that the orders were limited to addressing electronic filing of pleadings, requiring non-emergency matters to be held virtually, limiting the number of people who could be present at those emergency hearings that were in person, and postponing jury trials. Based on this, the Court stated that the tolling was "designed to encompass only those statutory deadlines that affect court operations, i.e., deadlines in cases pending in court or to be filed in a court."

The SJC said that the orders "did not purport to supervise executive agencies such as the registry of deeds." Instead, the orders "tolled only those statutory deadlines that pertained to court proceedings." Because the initial steps to perfect a mechanic's lien involve the recording of a Notice of Contract and Statement of Account at the registry of deeds, and not a court filing (at least at the outset), the amended documents were not timely filed, and the contractor could not claim a lien on the property.

The importance of this decision to practitioners – particularly those who represent creditors such as mortgagees or holders of an attachment or execution – is not to count on an extension of the time limit to bring forward an attachment or execution or file the extension of the mortgage or an affidavit that it has not been paid.

You can read the case here: https://law.justia.com/cases/massachusetts/supreme-court/2022/sjc-13142.html

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