

NOTICE: All slip opinions and orders are subject to formal revision and are superseded by the advance sheets and bound volumes of the Official Reports. If you find a typographical error or other formal error, please notify the Reporter of Decisions, Supreme Judicial Court, John Adams Courthouse, 1 Pemberton Square, Suite 2500, Boston, MA, 02108-1750; (617) 557-1030; SJCRreporter@sjc.state.ma.us

SJC-13142

GRAYCOR CONSTRUCTION COMPANY INC. vs. PACIFIC THEATRES  
EXHIBITION CORP. & others<sup>1</sup> (and a consolidated case<sup>2</sup>).

Suffolk. December 6, 2021. - September 12, 2022.

Present: Budd, C.J., Gaziano, Lowy, Cypher, Kafker, Wendlandt,  
& Georges, JJ.

Mechanic's Lien. Supreme Judicial Court, Superintendence of  
inferior courts.

Civil actions commenced in the Superior Court Department on  
July 23 and November 9, 2020.

Motions to dismiss were heard by David A. Deakin, J., and a  
question of law was reported by him to the Appeals Court.

The Supreme Judicial Court granted an application for  
direct appellate review.

Alex W. Dockery (Peter D. Bilowz & Martin M. Fantozzi also  
present) for Podium Developer LLC & others.

Christopher W. Costello for Graycor Construction, Inc.

---

<sup>1</sup> Podium Owner, LP; Podium Developer LLC; and Office Tower  
Owner, LP.

<sup>2</sup> Podium Owner, LP, & another vs. Graycor Construction  
Company Inc.

GEORGES, J. During the early months of the COVID-19 pandemic, a contractor sought to establish a mechanic's lien, pursuant to G. L. c. 254, § 2, on land leased to a developer for whom the contractor had performed work but had not been paid. The contractor recorded a notice of contract in the registry of deeds, as required by G. L. c. 254, § 2, but the notice failed to name the actual owners of the property, who had leased it to the developer, and instead named the owner of another parcel. The contractor then filed a complaint in the Superior Court seeking to enforce the mechanic's lien, and also raising claims of breach of contract, quantum meruit, unjust enrichment, and violations of G. L. c. 93A. By the time that the contractor recorded a proper notice of contract, naming the actual owners, in the registry of deeds, and filed an amended complaint, the statutory deadline for making such a recording had elapsed.

The property owners moved to dismiss the contractor's claims for quantum meruit, for unjust enrichment, and to enforce the mechanic's lien. They also filed a complaint for summary discharge of the lien under G. L. c. 254, § 15A, arguing that the contractor had not timely recorded the notice of contract in the registry of deeds. The contractor, in turn, filed a motion to dismiss the complaint for discharge.

At a consolidated hearing on the two motions, the contractor argued that four of this court's emergency orders,

issued on April 1, April 27, May 26, and June 24, 2020, which modified in-person court operations and, among other measures, tolled "all deadlines set forth in statutes" that expired between March 17, 2020, and June 30, 2020, tolled the statutory deadline for recording a notice of contract in the registry of deeds under G. L. c. 254, § 2. A Superior Court judge concluded that the deadline had been tolled; accordingly, he denied the owners' partial motion to dismiss and allowed the contractor's motion to dismiss the owners' complaint for discharge. The judge also reported a question to the Appeals Court as to whether his decision was correct; we subsequently allowed the owners' application for direct appellate review. Because the court's orders issued in the early months of the COVID-19 pandemic, pursuant to our superintendence authority under G. L. c. 211, § 3, concerned court operations only and did not apply to executive agencies such as the registry of deeds, the measure tolling statutory deadlines must be read as tolling only those statutory deadlines that pertained to cases pending in court or to be filed in court. We therefore reverse the judge's order denying the owners' partial motion to dismiss the contractor's complaint and allowing the contractor's motion to dismiss the complaint for summary discharge.

1. Background. The facts are undisputed. In November of 2018, Graycor Construction Company Inc. (Graycor) entered into

an agreement with Pacific Theatres Exhibition Corp. (Pacific) to serve as the general contractor for the construction of a cinema complex on land owned by Podium Owner, LP (Podium Owner), and leased by Podium Developer LLC (Podium Developer) (collectively, Podium entities). The land on which the cinema was to be built was part of a mixed-use development consisting of several parcels owned by separate entities. Graycor's contract with Pacific, however, incorrectly identified the parcel where Graycor was to perform its work as an abutting parcel owned by Office Tower Owner, LP (Office Tower Owner).

In the ensuing months, Graycor furnished labor, materials, and equipment for the cinema project. Graycor ceased work on the project on March 4, 2020. According to Graycor, Pacific has not paid Graycor \$3,527,956.10 it is owed for this work. On April 27, 2020, Graycor recorded a notice of contract in the Suffolk County registry of deeds, pursuant to G. L. c. 254, § 2, in order to perfect a mechanic's lien on the property. Graycor also recorded a statement of account, setting forth the amount assertedly owed to Graycor by Pacific, pursuant to G. L. c. 254, § 8. Both the notice of contract and the statement of account incorrectly identified the property and named Office Tower Owner as the property owner. Neither of the April 27, 2020 filings referenced the Podium entities. On June 19, 2020, Graycor recorded an amended notice of contract and statement of account,

once again incorrectly identifying the property, naming Office Tower Owner as the property owner, and failing to name either of the Podium entities.

Graycor filed a complaint in the Superior Court on July 23, 2020 for breach of contract, quantum meruit, unjust enrichment, enforcement of the mechanic's lien, and violations of G. L. c. 93A. The complaint named Pacific and Office Tower Owner as defendants, but did not name either Podium Owner or Podium Developer. On September 9, 2020, Graycor recorded a second amended notice of contract and statement of account in the registry of deeds, this time correctly identifying the address of the property where Graycor had performed its work and naming the Podium entities for the first time. Graycor subsequently filed an amended complaint in the Superior Court, which added the Podium entities as defendants.

The defendants moved to dismiss three counts of that complaint, including the claim to enforce the mechanic's lien, and the Podium entities also filed a separate complaint against Graycor, pursuant to G. L. c. 254, § 15A, seeking summary discharge of the purported lien on the ground that Graycor had not met the statutory deadline for recording a notice of contract in the registry of deeds, set forth in G. L. c. 254, § 2. Under the terms of the statute, the deadline for filing the notice of contract is ninety days after work was last

performed on the property. Graycor moved to dismiss the complaint for discharge, arguing that the deadline had been tolled because the "Supreme Judicial Court extended statutory deadlines due to the COVID-19 pandemic."

After a consolidated hearing on the two motions to dismiss, a Superior Court judge allowed Graycor's motion to dismiss the complaint for discharge and denied the defendants' motion to dismiss three counts of Graycor's complaint. The motion judge concluded that the disputed orders regarding court operations during the COVID-19 pandemic, the April 1 order,<sup>3</sup> the April 27 order,<sup>4</sup> the May 26 order,<sup>5</sup> and the June 24 order,<sup>6</sup> tolled the

---

<sup>3</sup> See Order Regarding Court Operations Under the Exigent Circumstances Created by the COVID-19 (Coronavirus) Pandemic, No. OE-144 (Apr. 1, 2020), <https://www.mass.gov/doc/repealed-sjc-order-regarding-court-operations-under-the-exigent-circumstances-created-by-the/download> [<https://perma.cc/F5V5-TPPB>].

<sup>4</sup> See Updated Order Regarding Court Operations Under the Exigent Circumstances Created by the COVID-19 (Coronavirus) Pandemic, No. OE-144 (Apr. 27, 2020), <https://www.mass.gov/doc/repealed-sjc-updated-order-regarding-court-operations-under-the-exigent-circumstances-created/download> [<https://perma.cc/JPU4-KUG3>].

<sup>5</sup> See Second Updated Order Regarding Court Operations Under the Exigent Circumstances Created by the COVID-19 (Coronavirus) Pandemic, No. OE-144 (May 26, 2020), <https://www.mass.gov/doc/repealed-sjc-second-updated-order-regarding-court-operations-under-the-exigent-circumstances/download> [<https://perma.cc/UYT3-U4KP>].

<sup>6</sup> See Third Updated Order Regarding Court Operations Under the Exigent Circumstances Created by the COVID-19 (Coronavirus) Pandemic, No. OE-144 (June 24, 2020), <https://www.mass.gov/doc>

statutory deadline set forth in G. L. c. 254, § 2, and therefore that Graycor's recording of its notice of contract on September 9, 2020, was timely. The judge then reported his decision and the following question to the Appeals Court, pursuant to Mass. R. Civ. P. 64 (a):

"Did the Supreme Judicial Court's Orders . . . entered on April 1, April 27, May 26, and June 24, 2020, . . . toll the statutory period for filing a Notice of Contract with the registry of deeds under G. L. c. 254, § 2?"

After reporting the question, on motion by the Podium entities, the judge issued a "final judgment" to ensure that his decision would be ripe for review, and clarified the wording of his original order. We allowed the defendants' application for direct appellate review.

2. Discussion. "Although a judge may report specific questions of law in connection with an interlocutory finding or order, the basic issue to be reported is the correctness of his [or her] finding or order. Reported questions need not be answered in this circumstance except to the extent that it is necessary to do so in resolving the basic issue." Commonwealth v. Markvart, 437 Mass. 331, 333 (2002), quoting Commonwealth v. Bruno, 432 Mass. 489, 493 n.5 (2000). Here, the question before the court is the correctness of the judge's determination that

---

/repealed-sjc-third-updated-order-regarding-court-operations-under-the-exigent-circumstances/download [https://perma.cc/5K7R-27AT].

the orders at issue tolled filing deadlines in the registry of deeds, which underpins his decision on the parties' motions to dismiss. We review such a legal question de novo. See Edwards v. Commonwealth, 477 Mass. 254, 260 (2017), S.C., 488 Mass. 555 (2021); Curtis v. Herb Chambers I-95, Inc., 458 Mass. 674, 676 (2011).

As the motion judge observed, the parties agree that the notice of contract Graycor recorded in April of 2020 was defective due to its misidentification of the property where the work was performed and its misidentification of the property owners. The parties also agree that, if this court's orders tolled the deadline for recording a notice of contract in the registry of deeds, Graycor's notice of contract recorded in September of 2020 was timely and was sufficient to establish an enforceable lien.

Graycor contends that the April 1, April 27, May 26, and June 24, 2020 orders, issued pursuant to this court's superintendence authority under G. L. c. 211, § 3, tolled recording deadlines in the registry of deeds, because the registry of deeds is sufficiently entwined with the judicial system to be subject to this court's superintendence power. The defendants argue that the orders did not toll recording deadlines, because this court's superintendence authority applies only to courts of inferior jurisdiction, not executive



agencies such as the registry of deeds.

a. Mechanic's lien statute. A mechanic's lien secures a "debt due to a person who performs labor or supplies material for the improvement of real estate by an agreement or with the express or implied consent of the owner." Hammill-McCormick Assocs., Inc. v. New England Tel. & Tel. Co., 399 Mass. 541, 542 (1987). "The primary purpose of the lien is to provide security to contractors, subcontractors, laborers, and suppliers for the value of their services and goods provided . . . ." Id. at 542-543.

The mechanic's lien statute, G. L. c. 254, sets forth procedures for creating and enforcing mechanic's liens. To prevail on a complaint for enforcement of a mechanic's lien, an individual or entity first must execute a written contract with the property owner, "or with any person acting for, on behalf of, or with the consent of such owner" for the work to be performed, and subsequently must record a notice of the contract in the registry of deeds in the county where the property is located. G. L. c. 254, § 2. The notice of contract must be recorded by the statutory deadline defined in G. L. c. 254, § 2; a determination of the applicable deadline is dependent upon whether either party has filed a notice of substantial completion asserting that the "work under the written contract is sufficiently complete so that it can be occupied or utilized

for its intended use," see G. L. c. 254, § 2A, and whether the owner has filed a notice of termination of the contract, see G. L. c. 254, § 2B. The deadline for recording the notice of contract is "the earliest of: (i) sixty days after filing or recording of the notice of substantial completion . . . ; or (ii) ninety days after filing or recording of the notice of termination . . . ; or (iii) ninety days after [the contractor] or any person by, through or under him last performed or furnished labor or materials or both labor and materials." G. L. c. 254, § 2.

"[A]lthough there is no express articulation in the statute concerning the precise moment at which a lien under [G. L. c. 254, § 2,] comes into being," this court has understood the recording of the notice of contract in the registry of deeds as the act that creates the lien. Tremont Tower Condominium, LLC v. George H.H. Macomber Co., 436 Mass. 677, 683 (2002). "The enforcement of the lien," however, "requires further steps, which must also be performed within time frames established by the statute." Id. at 680. General Laws c. 254, § 8, provides that a contractor must record in the registry of deeds a statement of account, setting forth "the amount due or to become due him [or her]." The deadline for filing the statement of account is the "earliest of: (i) ninety days after the filing or recording of the notice of substantial completion . . . ;

(ii) [120] days after the filing or recording of the notice of termination . . . ; or (iii) [120] days after the last day a person, entitled to enforce a lien under [G. L. c. 254, § 2,] or anyone claiming by, through or under him [or her], performed or furnished labor or material or both labor and materials or furnished rental equipment, appliances or tools." G. L. c. 254, § 8. If the contractor does not file the statement of account in the applicable time frame, the lien is "dissolved." See id.

Within ninety days after filing the statement of account, a contractor must commence a civil action to enforce the lien in the Superior Court for the county where the property is located. See G. L. c. 254, §§ 5, 11. The contractor then has thirty days after filing the civil action to record an attested copy of the complaint in the registry of deeds. See G. L. c. 254, § 5. Failure to meet either of these deadlines also results in the lien being "dissolved." See G. L. c. 254, §§ 5, 11.

b. The COVID-19 orders. In the early months of the COVID-19 pandemic, pursuant to our "superintendence and rule making authority," G. L. c. 211, § 3, this court issued a series of orders "with respect to court proceedings, new filings, and trials, designed to 'protect the public health by reducing the risk of exposure to the virus and slowing the spread of the disease.'" Committee for Pub. Counsel Servs. v. Chief Justice of the Trial Court (No. 1), 484 Mass. 431, 433, S.C., 484 Mass.

1029 (2020). The title of each order contained the words, "Order Regarding Court Operations Under the Exigent Circumstances Created by the COVID-19 (Coronavirus) Pandemic." The orders addressed the same topics and contained essentially similar language, although the applicable dates set forth in the orders changed with each order.

The opening paragraph of the April 1 order provided:

"In light of the ongoing and urgent public health concerns regarding the COVID-19 (coronavirus) pandemic, the Supreme Judicial Court, pursuant to its superintendence and rule making authority, issues the following ORDER to continue to reduce the number of people coming to Massachusetts State courthouses."

In the April 27 order, the opening paragraph similarly explained the purpose of the order:

"To safeguard the health and safety of the public and court personnel during the COVID-19 (coronavirus) pandemic while continuing to conduct court business, the Supreme Judicial Court, pursuant to its superintendence and rule making authority, issues the following ORDER."

The May 26 and June 24 orders contained a similar statement, while also noting the effort of "continuing to increase the business being conducted by the courts."

Among other measures, the orders required all court filings and proceedings to be handled virtually rather than in person, with a limited exception for "emergency matters that [could not] be resolved virtually"; continued all jury and bench trials set to commence between March 13, 2020, and September 4, 2020;

precluded any new grand jury empanelment; required court staff to conduct court business, such as accepting filings and pleadings and conducting hearings, virtually; and tolled all civil statutes of limitations. See April 1 order, supra at ¶¶ 2, 4, 6, 10, 11; April 27 order, supra at ¶¶ 2, 4, 6, 10, 11; May 26 order, supra at ¶¶ 3, 6, 8, 11, 12; June 24 order, supra at ¶¶ 3, 6, 9, 12, 13. In addition, the May 26 order provided that

"[u]nless otherwise ordered by the applicable appellate court, court department, or judge(s) presiding over the court case, all deadlines set forth in statutes or court rules, standing orders, tracking orders, or guidelines that expired or will expire at any time from March 17, 2020, through June 30, 2020, are tolled until July 1, 2020."

May 26 order, supra at ¶ 13.<sup>7</sup>

Graycor argues that the "plain language of the COVID [o]rders clearly indicates [this court's] intent for the [o]rders to be read broadly." According to Graycor, the orders "unambiguously" tolled "all deadlines set forth in statutes"; as the deadline for recording a notice of contract is contained in

---

<sup>7</sup> We recite the specific language in the tolling provision in the May 26 order, as that provision applies to deadlines that expired before June 30, 2020, while the earlier orders contained a similar provision, but only covered deadlines expiring before May 4, 2020, and June 1, 2020, respectively. Absent any tolling, Graycor's deadline for filing a notice of contract was June 2, 2020. The June 24 order, supra at ¶ 14, stated that such deadlines would "not be tolled any further unless there is a new surge in COVID-19 cases in the Commonwealth and the SJC determines that a new or extended period of tolling is needed."

a statute, Graycor maintains that it was tolled by these orders.

"In interpreting rules and orders adopted by this court, we rely upon basic principles of statutory construction." Shaw's Supermkts., Inc. v. Melendez, 488 Mass. 338, 341 (2021) (Shaw's Supermkts.). "Thus, we begin with the plain language of the order." Id. We do not read any particular provision in isolation but, rather, examine its meaning in the context of the order as a whole. See Bellalta v. Zoning Bd. of Appeals of Brookline, 481 Mass. 372, 378 (2019).

The opening paragraphs of the orders clearly stated that they were issued pursuant to our supervisory authority under G. L. c. 211, § 3, to oversee "the administration of all courts of inferior jurisdiction." Our supervisory authority includes the power to issue "orders, directions and rules" for "the improvement of the administration of [lower] courts, and the securing of their proper and efficient administration." G. L. c. 211, § 3. At the time that the orders were issued, the Governor had declared a state of emergency due to the global COVID-19 pandemic.<sup>8</sup> He also had issued a number of public health directives, including the closing, on March 23, 2020, of in-person operations at all businesses and organizations that did

---

<sup>8</sup> See Office of the Governor, Declaration of a State of Emergency to Respond to COVID-19 (Mar. 10, 2020), <https://www.mass.gov/news/declaration-of-a-state-of-emergency-to-respond-to-covid-19> [<https://perma.cc/WZ5M-7LMZ>].

not provide "essential services," and prohibiting "[g]atherings of more than 10 people . . . in any confined indoor or outdoor space."<sup>9</sup> Although these restrictions did not apply to the judiciary,<sup>10</sup> this court responded to the risks associated with the COVID-19 pandemic by severely limiting those who could be physically present in court houses, in order to "safeguard the health and safety of the public and court personnel." See, e.g., April 27 order.<sup>11</sup>

The topics of the court's four orders were narrow in scope. The orders required almost all pleadings and other documents to

---

<sup>9</sup> See Office of the Governor, Order Assuring Continued Operation of Essential Services in the Commonwealth, Closing Certain Workplaces, and Prohibiting Gatherings of More Than 10 People, COVID-19 Order No. 13 (Mar. 23, 2020) (COVID-19 Order No. 13).

<sup>10</sup> See COVID-19 Order No. 13, supra (stating that closure provisions "shall not apply to any municipal legislative body or to the General Court or to the Judiciary").

<sup>11</sup> At the time of the court's April 1 and April 27 orders, the Governor's closure of all but essential services remained in effect, while at the time of the court's May 26 and June 24 orders, the Governor had instituted two phases of his four-phase reopening plan, which allowed specific types of businesses to reopen, with limited capacity, beginning on May 18, 2020. See Office of the Governor, Order Clarifying the Progression of the Commonwealth's Phased Workplace Re-Opening Plan and Authorizing Certain Re-Opening Preparations at Phase II Workplaces, COVID-19 Order No. 35 (June 1, 2020), <https://www.mass.gov/doc/order-preparing-for-phase-ii-reopening/download> [<https://perma.cc/PNA5-4MZK>]; Office of the Governor, Order Implementing a Phased Reopening of Workplaces and Imposing Workplace Safety Measures to Address COVID-19, COVID-19 Order No. 33 (May 18, 2020), <https://www.mass.gov/doc/may-18-2020-re-opening-massachusetts-order/download> [<https://perma.cc/9Y72-6TNY>].

be filed electronically, required proceedings in nonemergency matters to be conducted virtually, and severely limited the individuals who could enter a court house for purposes of emergency, in-person proceedings. See April 1 order, supra at ¶¶ 2, 4, 5; April 27 order, supra at ¶¶ 2, 4, 5; May 26 order, supra at ¶¶ 3, 6, 7; June 24 order, supra at ¶¶ 3, 4-6.<sup>12</sup>

Additionally, all jury trials that had been set to commence between March 13, 2020, and September 4, 2020, were continued until September 8, 2020, at the earliest, and no new grand jury empanelment was allowed until at least September 8, 2020. See April 1 order, supra at ¶¶ 6, 10; April 27 order, supra at ¶¶ 6, 10; May 26 order, supra at ¶¶ 8, 11; June 24 order, supra at ¶¶ 9, 12.

Consistent with their provisions, the titles of the orders emphasized that their focus was limited to "court operations under the exigent circumstances created by the COVID-19 (coronavirus) pandemic." Although a title does not control the meaning of the words of the order, it can be a helpful tool in ascertaining the intent of the order's drafters. See Herman v. Admit One Ticket Agency LLC, 454 Mass. 611, 618 (2009). Here, the titles introduced and framed the purpose and extent of the orders themselves; they informed the reader that the orders

---

<sup>12</sup> See notes 3-6, supra.



altered the manner in which court business was to be conducted in response to public health concerns brought on by the COVID-19 pandemic.

Given the narrow focus of the orders on court operations, it is clear that the provision in each order that tolled statutory deadlines 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. As we explained in Shaw's Supermkts., 488 Mass. at 342, our tolling of civil statutes of limitations was a reasonable response to "ongoing State and local restrictions imposed to combat the spread of COVID-19, and the effect of such restrictions on the ability of attorneys and litigants to prepare civil claims." Read as a coherent whole, the paragraphs tolling civil statutes of limitation, and the paragraphs tolling deadlines "set forth in statutes or court rules, standing orders, tracking orders, or guidelines," provided relief to parties and attorneys at the beginning stages of litigation, and those already involved in ongoing proceedings; taken together, the two paragraphs tolled deadlines within which to initiate an action in court and deadlines for subsequent actions required in pending cases.<sup>13</sup> See Commonwealth v. Hanson H., 464 Mass. 807,

---

<sup>13</sup> For instance, G. L. c. 239, § 5 (a), provides that a party seeking to appeal from a judgment on a summary process

810 (2013) (in interpreting statutory language, "we look to the language of the entire statute, not just a single sentence, and attempt to interpret all of its terms harmoniously to effectuate the intent of the Legislature" [quotation and citation omitted]).

Graycor's understanding of the provisions tolling "all deadlines set forth in statutes" as applicable to matters other than filings in court requires reading the words "all deadlines set forth in statutes" in isolation. It is inconsistent with

---

action for possession of land has "[ten] days after the entry of the judgment" within which to file an appeal. The court's tolling orders would have tolled that filing deadline in any given case if the deadline fell between March 17, 2020, and June 30, 2020. Similarly, G. L. c. 231, § 118A, provides that "[a] party aggrieved by an interlocutory order of a trial court justice . . . issued . . . in response to a request for equitable relief may file within [ten] days of the entry of the order, a petition in the appropriate appellate division seeking relief from the order." The court's tolling orders would have tolled this filing deadline as well, if the deadline fell between March 17, 2020, and June 30, 2020, in any particular case.

By contrast, the provisions in the orders that tolled civil statutes of limitations applied to deadlines to initiate legal actions or to obtain judicial review of orders issued by administrative bodies. For instance, G. L. c. 175I, § 19, provides that a person may obtain judicial review of an order of the Commissioner of Insurance, if the person is subject to the order or harmed by a violation of the insurance regulations set forth in G. L. c. 175I, "by filing in the supreme judicial court, within twenty days from the date of the service of such order or report, a written petition requesting that the order or report of the commissioner be set aside." This court's orders would have tolled this deadline, under the provision tolling "[a]ll civil statutes of limitations."

the limited reach of the orders at issue, as evidenced by their stated purposes, the statute under which they were issued, their titles, and the narrow range of subjects they covered. In issuing the orders, we did not purport to supervise executive agencies such as the registry of deeds. Rather, we provided guidance to lower courts as to how to conduct court operations safely amid the ongoing public health crisis, so that the courts remained accessible to the public, while abiding by public health restrictions to protect litigants, attorneys, and court employees. The orders correspondingly tolled only those statutory deadlines that pertained to court proceedings.

While an entity seeking to perfect a mechanic's lien might eventually turn to the courts to enforce that lien, perfecting the lien itself merely requires filing a notice of contract in the registry of deeds -- an executive agency charged with the keeping of land records.<sup>14</sup> Consequently, the deadline for recording a notice of contract in the registry of deeds does not fall within the category of statutory deadlines tolled by the court's April 1, April 27, May 26, and June 24 orders.

3. Conclusion. The Superior Court judge's order denying the defendants' partial motion to dismiss Graycor's complaint, and allowing Graycor's motion to dismiss the Podium entities'

---

<sup>14</sup> See G. L. c. 36, §§ 1, 12.

complaint for discharge, is reversed. The matter is remanded to the Superior Court for further proceedings consistent with this opinion.

So ordered.