

tory liability of an incumbrance of this nature, and must regulate their contracts and conduct with reference thereto. *Bryant v. Warren*, 51 N. H. 213, 214, 215; *Freeto v. Houghton*, 58 N. H. 100.

The description of the logs contained in the mandate for their attachment was quite as definite as the nature of the case would seem to permit, and we regard it as sufficient.

The sufficiency of the precept to the officer, and of his attachment, depends not at all upon the form of the declaration in the writ or the specification, which are not intended to convey directions to the officer, but only information for the court and the defendant. *Bryant v. Warren*, 51 N. H. 213, 216. The mandate to the officer is sufficient, if any reference therein to the character of the plaintiff's labor were required.

The referee has found that "the contract under which the plaintiff's work was done was a continuous one," by which, we suppose, is meant that it was an entire contract or job for continuous labor. If this is to be regarded as a conclusion of law, it seems fully justified by the facts disclosed. The lien, therefore, attached as security for all the labor performed in cutting or hauling the logs from the beginning of such work, and continued for a period of sixty days after the last labor was performed under such continuous contract. The object of the statute was not to secure a lien for no more than sixty days' work, or for no more labor than was actually expended during the sixty days immediately preceding the attachment, but to apply the lien to all the labor done under the contract, notwithstanding it may have occupied a period much longer than sixty days. *Calef v. Brinley*, 58 N. H. 90; *Freeto v. Houghton*, before cited; *Miller v. Batchelder*, 117 Mass. 179; *Stine v. Austin*, 9 Mo. 558; *Monroe v. West*, 12 Iowa 122; *Fowler v. Bailey*, 14 Wis. 125; *Holden v. Winslow*, 18 Pa. 160; *Bartlett v. Kingan*, 19 Pa. 341; *Yearsley v. Flanigen*, 22 Pa. 489; *Derrickson v. Edwards*, 29 N. J. L. 468.

The attachment made within sixty days of the plaintiff's last work preserved his lien for all his work, including that done more than sixty days before the attachment.

Judgment for the plaintiff on the report.

DOE, C. J., did not sit.

ROBERTS v. CRAWFORD.

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A mortgage of chattels, without the affidavit required by law (Gen. St., c. 123, s. 9), is valid against a subsequent purchaser having notice that the mortgage was made in good faith and for a full consideration.

TROVER, for fifteen tons of hay. The plaintiff's title was a mortgage from one Gray to secure a note for \$400. The plaintiff testified that the mortgage was given to secure a note for \$400, which was given as security for the plaintiff's signing two other notes for Gray, neither of which had been paid by the plaintiff when the mortgage was given.

The defendant, a subsequent purchaser of the hay from Gray, claimed that the plaintiff's mortgage was invalid because it was in fact given to secure a liability and not a debt, and no liability was mentioned in the condition of the mortgage or the certificate of the oath. At the time of the purchase and removal by the defendant, the hay was in Gray's barn. There was evidence tending to show that the defendant knew of the existence of the mortgage when he bought the hay of Gray. The court refused the defendant's motion for a nonsuit, and the defendant excepted. Verdict for the plaintiff.

Twitchell & Evans and Benton & Hutchins, for the defendant.

Fletcher and Drew, for the plaintiff.

FOSTER, J. There is no suggestion of fraud or want of consideration between the parties to the mortgage; and the defendant rests his case upon the ground of a defect in the mortgage arising solely from a want of strict compliance with the terms of the statute (Gen. St., c. 123, s. 9) concerning the affidavit. The law must be considered as settled in this state, that a mortgage of personal chattels, without the affidavit required by law, is valid against a subsequent purchaser with notice that the mortgage was made in good faith and for a full consideration. *Patten v. Moore*, 32 N. H. 382, 384; *Gooding v. Riley*, 50 N. H. 400, 404; *Sanborn v. Robinson*, 54 N. H. 239; *Clark v. Tarbell*, 57 N. H. 328.

Judgment on the verdict.

CLARK, J., did not sit.

HOBART v. JORDAN.

In a suit at law brought against a purchaser of land for a part of the price, if he has materially changed the condition of the land by cutting and removing timber, and cannot, by a reconveyance, restore the vendor to his former position, it is no defence that there was a mutual mistake as to the boundaries, and the vendor has received a part of the price greater than the value of the timber cut by the purchaser, and refused to accept a reconveyance of the land tendered him by the purchaser. The defendant's remedy, if he has any, is in equity.