THE STATE OF NEW HAMPSHIRE
SUPREME COURT

NO. 2009-0698

ALEX BUILDERS & SONS, INC.
V.
MICHAEL & ANN MARIE DANLEY

BRIEF OF MICHAEL & ANN MARIE DANLEY

Attorney:

Kenneth D. Murphy, Esquire (NH Bar #1843)
Coughlin, Rainboth, Murphy & Lown, P.A.
439 Middle Street
Portsmouth, NH 03801
(603) 431-1993

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STATUTES

Attachment of Real Estate

Section 511:3

511:3 Service on Register. – Real estate may be attached on a writ of mesne process by the officer, the plaintiff, his attorney or any other person leaving an attested copy thereof, and of his return of the attachment thereon, at the office or the dwelling house of the register of deeds of the county in which the real estate is situated.

Source. RS 184:3. CS 195:3. GS 205:3. GL 224:3. 1889, 73:1. PS 220:3. 1911, 45:1. PL 332:3. RL 388:3. RSA 511:3. 1977, 519:2, eff. Sept. 13, 1977.

Section 511:4

511:4 Return. –

I. The officer's return is sufficient evidence that the copy has been so left, and of the time thereof, but the register of deeds shall certify thereon the time when the copy was received and may keep it on file or record it as provided in paragraph II.

II. The register of deeds may cause the originals of copies filed under paragraph I to be photographed and preserved on microfilm or optical disk or both, in addition to or in lieu of other recording methods.

Source. RS 184:4. 1848, 720. CS 195:4. GS 205:4. GL 224:4. PS 220:4. 1911, 45:1. PL 332:4. RL 388:4. RSA 511:4. 1997, 203:1, eff. Jan. 1, 1998.

CHAPTER 511-A
PRE-JUDGMENT ATTACHMENT PROCEDURE

Section 511-A:1

511-A:1 Pre-Judgment Attachments; Limitation. – In all civil actions, except as otherwise provided in replevin actions, a defendant shall be given notice and an opportunity for a preliminary hearing before any pre-judgment attachment, including attachments of property held by a trustee, shall be made. This chapter shall apply only to pre-judgment attachments, except as provided in RSA 676:17.

Source. 1973, 537:1. 1975, 428:4. 1985, 210:1, eff. Jan. 1, 1986, at 12:01 a.m.

Section 511-A:2

511-A:2 Notice of Intent. – In all civil actions or suits in equity where the plaintiff desires to make pre-judgment attachments, the plaintiff shall cause to be served on the defendant and to be simultaneously filed with the court a notice, which shall be incorporated prominently in the writ or order of notice, which shall read substantially as follows:

I. The plaintiff intends to attach the defendant's real estate, property, goods, rights or credits, to secure any judgment or decree which may be obtained on the action or suit.

II. The defendant may object to the making of such attachments and is entitled to a hearing thereon.

III. If the defendant desires to object to the making of attachments, such objection shall be made on or before the return date of such writ or orders of notice.

IV. If the defendant fails to object by such return date, he will be deemed to have waived his objections.

Source. 1973, 537:1.

Section 511-A:3

511-A:3 Hearing by Court. – When a defendant objects to the making of attachments, the court shall set a hearing on such objection within 14 days of the receipt of such objection. Upon hearing, the burden shall be upon the plaintiff to show that there is a reasonable likelihood that the plaintiff will recover judgment including interest and costs on any amount equal to or greater than the amount of the attachment. Upon satisfying said burden, the plaintiff shall be entitled to the attachment unless the defendant establishes to the satisfaction of the court that his assets will be sufficient to satisfy such judgment with interest and costs if the plaintiff recovers same. Such hearings shall not be bound by the rules of evidence. The court may appoint such masters, referees or magistrates as may be necessary to conduct such hearings.

Source. 1973, 537:1. 1977, 519:1, eff. Sept. 13, 1977.

Section 511-A:4

511-A:4 Order of the Court. – If a defendant fails to request a hearing or upon a finding by the court as provided, the court shall issue an order of attachment in such form and to the extent reasonably necessary to secure any judgment or decree which the plaintiff is likely to obtain, to seller with allowable interest and costs.

Source. 1973, 537:1.

Section 511-A:5

511-A:5 Filing Attachments. – The order of the court may be filed with the register of deeds as to real estate or with the secretary of state as to personal property, by the plaintiff or his attorney, without further notice to the defendant. Where notice of such order needs to be given to any trustee, such order shall be served upon the trustee in such manner as may be prescribed by rules of the superior court. Such attachments shall be effective against any trustee, the defendant and all others, except bona fide purchasers for value, as of the time of service or as ordered by the court. Such attachments shall not be effective against bona fide purchasers for value until attachments of real estate have been recorded in the registry of deeds for the county or counties in which the real estate lies or until other attachments are filed with the secretary of state. Fees payable for such recordings or filings shall be in accordance with RSA 478:17-g. As between attaching creditors, all attachments made in conformity with this chapter shall have priority in the order of service of notice on the defendant as provided by RSA 511-A:2.

Source. 1973, 537:1. 1975, 428:1, eff. Aug. 17, 1975. 2001, 102:51, eff. July 1, 2001.

Section 511-A:5-a

511-A:5-a Additional Service Not Required. – Notwithstanding any other provision of law, no additional service upon the defendant shall be required in order to perfect an attachment, provided that a notice of intent has been served upon the defendant as provided in RSA 511-A:2.

Source. 1977, 519:3, eff. Sept. 13, 1977.

Section 511-A:6

511-A:6 Fraudulent Conveyance. – From and after service of the notice provided by RSA 511-A:2 and until the entry of an order by the court as provided by RSA 511-A:4, the defendant shall be deemed to be a person about to incur debts within the meaning of RSA 545:6 and the plaintiff shall be deemed to be a creditor whose claim has not matured, within the meaning of RSA 545:10. In any proceeding brought by the plaintiff under RSA 545:10, the burden shall be upon the defendant to show that any conveyance made or obligation incurred by him during this period was not made to hinder or impede collection of any judgment.

Source. 1973, 537:1.

Section 511-A:7

511-A:7 New or Additional Attachment. – At any time after the institution of an action, the plaintiff may, upon notice to the defendant, move for leave to make new or additional attachments, in which event there shall be a hearing and determination as provided in RSA 511-A:3.

Source. 1973, 537:1.

Section 511-A:8

511-A:8 Exceptions Prior to Hearing. – Upon application to the court, in exceptional circumstances, an attachment may be ordered in advance of notice to the defendant if the plaintiff establishes probable cause to the satisfaction of the court of his basic right to recovery and the amount thereof and in addition thereto the existence of any of the following:

I. There is substantial danger the property sought to be attached will be damaged, destroyed, concealed, or removed from the state and placed beyond the attachment jurisdiction of the court.

II. An attachment is necessary to vest quasi in rem jurisdiction of the court.

III. In equity cases for specific performance of an agreement to transfer land or a unique chattel, there is imminent danger of transfer to a bona fide third party. In such land cases, as well as those to perfect a labor and materials lien under RSA 447, a writ of attachment may be filed at a registry of deeds without prior application and notice, provided said writ is in the form of a lis pendens and specifically restricts its application to the particular real estate described in the writ and the return of attachment.

IV. An attachment is necessary to prevent the absolute vesting of title in a purchaser upon the imminent expiration of the notice period under a bulk sale.

V. When necessary to secure an important governmental or general public interest, or when other exceptional circumstances are established to the satisfaction of the court.

In all cases of attachment made ex parte the court may impose reasonable conditions thereon and a hearing shall be granted as promptly as possible upon the subsequent request of a defendant.

Source. 1973, 537:1.

STATEMENT OF THE CASE

1. This action was commenced via a Petition for Ex Parte Mechanic's Lien (the "Ex Parte Petition") and Writ of Summons filed by the plaintiff, Alex Builders & Sons, Inc. ("Alex") on March 26, 2009 in which Alex asserted a mechanic's lien attachment in the amount of $50,000 for materials purportedly supplied in the construction of a residence at the address of 26 Odiorne Point Road, Portsmouth, New Hampshire. Alex claims that it has not received payment for said materials and that the materials were furnished within 120 days of the date of this action. By order dated March 26, 2009, this Court granted the Ex Parte Petition.

2. Defendant Danley objected to the Court order granting the Ex Parte Petition on numerous substantive and procedural grounds.

3. Due to the poor workmanship and a failure to follow the specifications of the contract, Danley filed a Counterclaim against Alexandropoulos and Alex.

4. After a hearing on the mechanics' lien, the Court ruled that the Writ was defective and the lien was not properly perfected. The Plaintiff then filed this appeal.

SUMMARY OF ARGUMENT

5. The Defendant alleges that the Plaintiff failed to comply with the strict requirements of RSA 447 and therefore the lien was invalid. The Petition for Ex Parte Mechanics' Lien was defective because it was too broad and included any and all real estate not limited to 26 Odiorne Point Road. The Writ of Attachment was also defective because it failed to specify that its purpose was to perfect a mechanics' lien.

ARGUMENT

6. A petition to attach via a mechanic's lien is subject to the same requirements established by RSA 511-A. See generally Topjian Plumbing & Heating, Inc. v. Bruce Topjian, Inc., 129 N.H. 481 (1987); see also Chagnon Lumber Co. v. Stone Mill Contsr. Co., 124 N.H. 820, 822-823 (1984) (stating that a mechanic's lien must comply with RSA 511-A:5).

7. The New Hampshire Supreme Court has held that "[t]he remedy of attachment is in derogation of the common law and failure to conform to prescribed procedures may invalidate the attachment." Maine Nat. Bank v. Baker, 116 N.H. 185, 186 (1976). The New Hampshire Supreme Court requires strict compliance with the technical and procedural requirements of New Hampshire law in perfecting and enforcing a mechanic's lien attachment. Gothic Metal Lathing v. F.D.I.C., 135 N.H. 262, 263 (1992) (requiring strict compliance with statutory law in order to secure a valid mechanic's lien attachment pursuant to RSA 447). In direct contradiction of prevailing precedent, however, Alex's mechanic's lien attachment fails to comply with numerous such requirements.

8. The Writ of Attachment in this case is defective because it fails to specify that it is "in order to perfect a mechanics lien," and the property is not specified with any detail. RSA 447:10 provides that the Writ and the return must distinctly express that its purpose is for a mechanics lien. The Writ in this case fails to do so and is therefore defective and the lien is not perfected. Gothic Metal Lathing v. F.D.I.C., 135 N.H. 262 (1992).

9. The plain reading of RSA 447:10 is that the Writ of Attachment and Trustee Process form must specify that its purpose is to perfect a mechanics' lien. The words the "writ and return" clearly refer to the blue Writ form not the pleading filed with the Court to obtain

authority to record the attachment. The pleading the Plaintiff filed is entitled Petition for Ex Parte Mechanics Lien. *Plaintiff's Brief at p. 19.*

10. The Court correctly ruled that the Plaintiff had failed to properly perfect the mechanics' lien.

11. There is no case law which contradicts the ruling of the Court in this matter. The case of Manchester Federal Savings v. Letendre, 103 N.H. 64 (1960) is not contrary to the Court's ruling. In that case, the Writ of Attachment did in fact contain a statement that it was filed to secure a mechanics' lien.

12. The Plaintiff has continued to misconstrue the requirements for perfection of a mechanics' lien under RSA 447.

13. The procedure for a mechanics' lien specifies that any mechanics' lien may be secured by attachment of the property upon which it exists, the "Writ and Return" thereon distinctly expressing that purpose. See RSA 447:10.

14. The Writ referred to in RSA 447:10 is the blue Writ of Attachment and Trustee Process form that is completed by the person actually performing the recording at the Registry of Deeds. The "Writ" and "Return" in RSA 447:10 cannot refer to the pleading entitled Petition for Ex Parte Mechanics' Lien. The blue form is entitled Writ of Attachment and Trustee Process and contains a "Returns of Service" section on the back page. The Petition for Ex Parte Mechanics' Lien is not a Writ and contains no return section.

15. The Petition for Ex Parte Mechanics' Lien filed by the Plaintiff with the Superior Court is simply the mechanism by which the Plaintiff obtains permission to actually file and record an attachment. The document utilized to record and perfect that attachment is the Writ of Attachment.

16. For example, if the Plaintiff had simply filed the Petition for Ex Parte Mechanics' Lien as granted by the Court, without the blue Writ of Attachment, there would be no mechanics' lien, even if the Petition contained the phrase "mechanics' lien." It is the Writ and the Return thereon (the second or back page) which constitutes the perfection of the mechanics' lien at the Registry of Deeds.

17. RSA 511 is the statute which specifies the general procedure for attachment of real estate. RSA 511:3 provides that real estate may be attached on a writ of mesne process by leaving an attested copy and the return at the registry of deeds. This statute confirms that it is the filing of the Writ that constitutes an attachment.

18. The only reference to the claim of a mechanics' lien in this case is contained in the Petition for Ex Parte Mechanics' Lien. *Plaintiff's Brief at p. 19.* The Petition was recorded by the Plaintiff with the Writ of Attachment. *Plaintiff's Brief at p. 23.*

19. The Petition for Ex Parte Mechanics' Lien also fails to describe the property with reasonable accuracy. See Innie v. W&R, Inc., 116 N.H. 315 (1976). The Petition did recite that it was in order to perfect a mechanics' lien, however, the Petition requested an attachment on any and all real estate located at but not limited to 26 Odiorne Point Road, Portsmouth. Therefore, the Petition did not specify the actual property subject to the lien but instead made reference to all property of the Defendants. In addition, the Petition did not reference a Book and Page, but instead a City Tax Map. The Book and Page of the Defendant's residence was easily available by simply checking the Registry of Deeds (Book 4793, Page 59). Since the Petition failed to specify the property subject to the lien, it is defective.

20. The Petition alleges that it is to secure a mechanics' lien against the specific real properties specified above. *Plaintiff's Brief at p. 20.* The specific properties above is a reference to the first page of the Petition where a lien was requested on all of the Defendant's real estate. Such a broad request does not satisfy the law.

21. As further evidence of the defective nature of the Plaintiff's attachment, reference should be made to RSA 511-A:8. RSA 511-A:8 permits an attachment to be ordered in advance of notice to the Defendant under certain circumstances. One of those circumstances is a case to perfect a labor and materials lien under RSA 447 (emphasis added). In those cases,

> "a writ of attachment may be filed at the registry of deeds without prior application and notice, provided said writ is in the form of a lis pendens and specifically restricts its application to the particular real estate described in the Writ and the Return of attachment."

The Writ in this case failed to comply with RSA 511-A:8 and RSA 447:10. The scope of the attachment was not restricted to the particular real estate.

22. The Plaintiff refers to a "declaration" in its argument. ("the documents that make up a Writ of Attachment, the Writ itself and the accompanying declaration or other supporting documents should be read together to determine whether the purpose of the Writ is to perfect a mechanics' lien.") *Plaintiff's Brief at p. 7.* The Plaintiff did not record the Writ of Summons at the registry, nor would it have made any difference. The Plaintiff argues that all documents relating to the case should be reviewed to determine whether RSA 447:10 was complied with. The law is clearly not so broad. The statute and case law make clear that it is the Writ of Attachment itself that must be reviewed to determine compliance.

23. In Holden Engineering v. D'Amante, 142 N.H. 213 (1997) unlike this case, the Writ of Attachment did in fact recite that it was to secure a mechanics' lien and listed the Book and Page of the property to be attached. Defendant has obtained copies of the Petition and Writ of Attachment from that case. *See Defendant's Appendix at p. 9.* The issue in Holden was whether the Return of Service (back) of the Writ of Attachment form also needed to specify that it was to perfect a mechanics' lien.

24. The "Writ" referred to in Holden was the Writ of Attachment. It is clear from the case that the Writ was the Writ of Attachment because the Court noted that the Writ "commanded the sheriff to attach mechanics' goods or estate to the value of $280,000." In this case, the Plaintiff's Writ of Attachment similarly commanded the sheriff to attach the goods or estate of the Defendants to the value of $50,000. However, the Plaintiff's Writ of Attachment in this case makes no reference either on the front or the back to a mechanics' lien. Therefore, it is defective. The Plaintiff makes no effort in its Brief to explain how its Writ complies with RSA 447:10. Instead, the Plaintiff refers back to the Petition for Ex Parte Mechanics' Lien in an effort to show compliance with the statute. There is a very clear distinction between the Writ of Attachment and the Petition. In Holden the Petition also made reference to a mechanics' lien, but it was the Writ of Attachment that was the focus of the decision.

25. The Manchester Federal Savings v. Letendre, 103 N.H. 64 (1960) case does not support the Plaintiff's argument. The Writ of Attachment in that case also specified that it was to secure a mechanics' lien. The alleged defect was that the command to the sheriff was inserted in the specification.

26. As a matter of practice (although not required by the law) most attorneys file the Petition for Ex Parte Attachment and the blue Writ of Attachment with the Registry of Deeds.

27. RSA 511-A:5 utilizes permissive language regarding the filing of attachments and provides that the order of the Court may be filed with the Registry of Deeds.

28. By failing to note on the Writ of Attachment that its purpose was for a mechanics' lien, the Plaintiff has failed to properly perfect its lien. See Rodd v. Titus Construction Co., 107 N.H. 264 (1966).

CONCLUSION

For the foregoing reasons, the trial court ruling should be affirmed.

Respectfully submitted,
Michael & Ann Marie Danley,
By His Attorneys:
Coughlin, Rainboth, Murphy & Lown, P.A.

Date: January 20, 2010

By: _____
Kenneth D. Murphy, Esquire (NH Bar #1843)
439 Middle Street
Portsmouth, NH 03801
(603) 431-1993
e-mail: kmurphy@nhtrialattorneys.com

REQUEST FOR ORAL ARGUMENT AND CERTIFICATION

Michael & Ann Marie Danley request that their counsel, Kenneth D. Murphy, be allowed 15 minutes for oral argument.

I hereby certify two (2) copies of the within Brief have this day been forwarded to Lawrence B. Gormley, Esquire, opposing counsel.

_____
Kenneth D. Murphy, Esquire (NH Bar #1843)

Form 432 - Petition for Ex Parte Attachment - (page 1) Rev. 7/82

The State Of New Hampshire

Holden Engineering & Surveying, Inc.
Route 106, PO Box 249
Concord, N.H. 03301

#89-C-777
SUPERIOR COURT

MERRIMACK SS.

A TRUE COPY ATTEST:
Marsha A. Gilchrist
CLERK OF COURT

Thomas F. Monahan
28 Stewart Terrace
Nashua, N.H. 03063

BK1816 PG0380

PETITION FOR EX PARTE ATTACHMENT TO PERFECT A MECHANIC'S LIEN

The plaintiff petitions for permission to make the following attachments without prior notice to the defendant(s) in a Civil XXXXX Action returnable on December 5 19 89.

Name of Defendant	Category of Property to be Attached (check) Real Estate	Other	Amount of Attachment
1. Thomas F. Monahan	XXX		$280,000.00
2.	Specifically limited to real estate located on Route 101-B in Hooksett, N.H. conveyed by deeds recorded in Merrimack County Registry of Deeds at Book 1604, Page 753; Book 1604, Page 752 and Book 1604, Page 749.		
Etc.			

A. The plaintiff certifies the following facts to establish probable cause of the right to recover, and the amount thereof: (Specify facts in detail.) That the Plaintiff and Defendant entered into an agreement for Plaintiff to provide surveying services to Defendant's property in Hooksett, N.H. That there is now a present outstanding balance due on that account in the amount of $263,111.51 as of October 12, 1989, plus interest, costs and attorney's fees.

114857

RECEIVED
1989 OCT 17 PM 2:44
MERRIMACK COUNTY
REGISTRY OF DEEDS

B. The plaintiff asserts that such an attachment is justified on the following grounds: (Here specify which one, or more, of the statutory grounds for making an ex parte attachment is relied on, and detail the facts warranting such reliance.) That the Plaintiff performed surveying services in Defendant's property pursuant to an agreement between the parties, the last work provided on July 21, 1989. An attachment is necessary to perfect a mechanic's lien under RSA Ch. 447, as authorized by RSA 511-A:8(III).

HOLDEN ENGINEERING & SURVEYING, INC.

To Be Signed by the Plaintiff (or Affiant) Peter D. Holden, Its President,
(In case of a corporation, or partnership, a duly authorized officer or partner shall sign.)

Page 1 of 2

Form .432 - Petition for Ex Parte Attachment - (page 2) Rev. 7/82

Holden Engineering & Surveying, Inc.
Route 106, PO Box 249
Concord, N.H. 03301

Thomas F. Monahan
28 Stewart Terrace
Nashua, N.H. 03063

BK1816 PG0381

STATE OF NEW HAMPSHIRE

MERRIMACK ,SS.

Personally appeared the person signing the above petition and certification, and swore that it is true to the best of his/her knowledge and belief.

10/16/89
Date

Notary Public/Justice of the Peace

ORDER

~~[illegible]~~

The plaintiff is granted permission to make the ~~following~~ above attachment(s) and shall complete service on the defendant(s) within 20 days:

10/17/89
Date

/s/ VINCENT DUNN
Justice, ~~Master~~/~~Referee~~

NOTICE TO DEFENDANT

YOU ARE HEREBY NOTIFIED THAT THE COURT HAS AUTHORIZED THE ABOVE ATTACHMENT TO SECURE ANY JUDGMENT OR DECREE THAT THE PLAINTIFF MAY OBTAIN. YOU HAVE THE RIGHT TO ASK TO HAVE THE ATTACHMENT REMOVED, AND TO A HEARING. IF YOU DO WISH TO MAKE SUCH A REQUEST AND TO HAVE A HEARING, YOU SHOULD FILE A WRITTEN REQUEST, DETAILING YOUR OBJECTIONS TO THE ATTACHMENT, WITH THE CLERK OF COURT, WITHIN 14 DAYS AFTER SERVICE OF THIS NOTICE ON YOU. IF YOU FAIL TO FILE SUCH A REQUEST WITHIN THAT PERIOD OF TIME, YOU WILL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO A HEARING WITH REFERENCE TO THE ATTACHMENT, BUT NOT WITH REFERENCE TO THE MERITS OF THE PLAINTIFF'S CLAIM.

/s/ MARSHALL A. BUTTRICK, Clerk

Page 2 of 2

No. .....

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS. SUPERIOR COURT

Writ of Attachment ~~XXXXXXXXXXXXXXXX~~ TO PERFECT A MECHANIC'S LIEN

Holden Engineering & Surveying, Inc.
Route 106, PO Box 249
Concord, N.H. 03301

v.

Thomas F. Monahan
28 Stewart Terrace
Nashua, N.H. 03063

BK 1816 PG 0382

To the Sheriff of any County or his Deputy, or any other person

We Command You to attach the following goods or estate of Thomas F. Monahan

of 28 Stewart Terrace, Nashua in the County of Hillsborough, and State

of New Hampshire, to the value of Two Hundred Eighty Thousand ($280,000.00) dollars.

Specifically limited to real estate of the Defendant on Route 101-B in Hooksett, Merrimack County, State of New Hampshire and conveyed by deeds recorded in the Merrimack County Registry of Deeds at Book 1604, Page 753; Book 1604, Page 752; and Book 1604, Page 749 to secure a mechanic's lien.

We Also Command You to attach the money, goods, chattels, rights,

and credits of the said

in the hands of , of , in the

County of , and State of New Hampshire, to the

value of dollars, and summon said

if to be found in your precinct, to

appear in said COURT, within fourteen days after service upon said trustee, and show cause, if any he ha , why execution should not issue against for the judgment which may be recovered by said plaintiff against principal defendant

and make return of this writ, with your doings therein.

The attachment(s) ordered herein is — are — to secure any Judgment or Decree the plaintiff may obtain in this action.

Witness, RICHARD P. DUNFEY, Esquire, the 17th *day of* October *A.D. 19* 89

HOLDEN ENGINEERING & SURVEYING, INC.

.....Indorser

Peter D. Holden, its President, duly authorized

By Kathleen A. McDonald .....Attorney

Kathleen A. McDonald
246 Loudon Road, PO Box 494, Concord, NH 03301
(603) 224-6777

Marshall A. Buttrick
Clerk

RETURNS OF SERVICE

Real Estate Attachment

MERRIMACK, SS. October 17 1987

I attached all the lands and tenements in the County of Merrimack of the within named defendant Thomas J. Monahan to the extent ordered on the reverse side of this writ, by leaving at the office of the Register of Deeds of said County a true copy of this writ and of this, my return, endorsed thereon, at 2:44 AM/PM.

Kathleen McDonald, Esq.
~~Deputy Sheriff~~

Fees:

Register $_____

Service _____

Copy _____

Travel _____

$_____

BK1816 PG0383

Trustee Attachment

MERRIMACK, SS. _____ 19___

I attached the money, goods, chattels, rights, and credits of the within named defendant _____ in the hands and possession of _____ to the extent ordered on the reverse side of this writ, and summoned the said trustee to appear as within commanded by giving in hand to-leaving at the abode of _____ at _____ Street in _____, an attested copy of the within writ at _____ AM/PM.

_____
Deputy Sheriff

Fees:

Service $_____

Copy _____

Travel _____

$_____

Completion of Service

MERRIMACK, SS. _____ 19___

I notified the within named _____ of above attachments by giving in hand to _____ by leaving at the abode of _____ at _____ Street in _____ an attested copy of this writ, together with my return endorsed thereon at _____ AM/PM.

_____
Deputy Sheriff

Fees:

Service $_____

Copy _____

Travel _____

$_____

D'Amanta Office
Kathy McDonald

MERRIMACK COUNTY RECORDS
RECEIVED AND RECORDED
Kathi L. Guay
REGISTER

Monahan
Paid
$22.25

BF933511