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The Extent of the Land to Which a Mechanics' Lien Attaches

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THE EXTENT OF THE LAND TO WHICH A MECHANICS' LIEN ATTACHES.—The statutes of the various states which define the scope and extent of mechanics' liens differ somewhat in respect to the quantity of land subject to such lien. Some arbitrarily limit it to a specified number of city lots or acres, but many statutes provide that the lien shall attach to the lot or land upon which the building or other improvement is situated, or to so much contiguous land as is necessary for the convenient use of the building. In most cases no difficulty arises in applying these provisions, but the terms are evidently loose and general, and it is frequently a very nice question how much contiguous land shall be subject to the lien.

A recent decision in Michigan has dealt with one of these difficult cases. Outside the city of Jackson there is a sand-hill, which was plotted into city lots by some ambitious promoter. Subsequently a company was formed to

manufacture brick from this sand. It bought some two hundred of these lots, lying in a single tract, and a factory was put up on three of them. The plan of the company was to take sand from the hill, make it into brick, and, when the hill had been sufficiently cut down, sell the lots for residence building sites. The plaintiff, whose material went into the factory building, sought to include in his lien all the lots upon which there was sand useful in the operation of the brick factory. The Circuit Court held that inasmuch as the factory could not operate without the sand and had been located there because of it, the lots which contained sand must be deemed part of the land upon which the factory stood for the purposes of the lien, and the lien was accordingly extended over about fifty-nine lots. But the Supreme Court held that the lien law was capable of no such comprehensive application to contiguous property, and limited the lien to the lots upon which the factory actually stood. *Adams* v. *Central City Granite Brick & Block Co.* (1908), — Mich. —, 117 N. W. 932.

This decision is in line with several other recent cases in other jurisdictions where similar attempts were made to embrace all the adjoining land used in connection with the business conducted in a certain building under a lien placed upon such building.

In *Colorado Iron Works* v. *Taylor,* 12 Col. App. 450, a mechanics' lien upon a mill was claimed to extend to certain contiguous lode mining claims owned by the mill-owners, for the development of which the mill had been erected. But under a statute which extended the lien to so much land as was necessary for the convenient use and occupation of the structure, the claim was rejected. In *Cowan* v. *Griffith,* 108 Cal. 226, it was sought to have a lien upon a hotel and saloon extended to a surrounding tract of land known as the "Fair Grounds," which was furnished with race-track, training-stables, grand-stand, corrals and similar improvements, and was used as a means for furnishing business for the hotel and saloon. But the action of the trial court in decreeing this extensive lien, under a statute similar to that of Colorado, above noted, was not sustained on appeal, although it appeared that the value of the hotel and saloon was largely dependent upon the operation of the adjoining attractions. In *Filston Farm Co.* v. *Henderson & Co.,* 106 Md. 335, a private school building stood upon a large tract of farming land, which land was used for the support and maintenance of the school. Without the land the school building would have been largely worthless. The statute permitted the lien to extend to so much adjacent land as might be necessary for the ordinary and useful purpose of the building. But it was held that a lien upon the building could not embrace the surrounding farm.

On the other hand, there are decisions, under similar statutes, in which a much more liberal view has been taken of the scope of such a lien. A recent case in New Mexico, *Stearns-Roger Manufacturing Co.* v. *Aztec Gold Min. & Mil. Co.* (1908), 93 Pac. 706, is almost identical in its facts with the Colorado case cited above, and the statute was the same as the Colorado statute, yet the court held that the mine was subject to the lien on the mill

because the mill was erected to reduce the ores taken from the mine and was dependent for its value upon the mining operations. This decision was based upon a similar case, under the same statute, decided by the Supreme Court of the United States, *Springer Land Association* v. *Ford,* 168 U. S. 513, where a lien for the construction of an irrigation ditch was extended not only to the strip of land sixty feet wide and twenty-six miles long which was actually occupied by the ditch, but also to all the land owned by the ditch company which the ditch was constructed to benefit.

The question involved, while an interesting and important one, seems to belong to that class in which no general rule is capable of formulation. Individual cases will receive special treatment according to their special facts. Logical analysis appears equally favorable to both constructions, and the above decisions give a wide enough range of precedents to suit the most exacting taste. E. R. S.