

February 9, 1939

Mr. J. Fred Horn
Director School Plant Division,
State Department of Education
Austin, Texas

Dear Sir:

Opinion No. 0-206

Re: A statement of waiver of
lien that will satisfy
Art. 2752, and which may
be quoted to contractors
and others, and a suggest-
ion that it be incorporated
in contracts.

This will acknowledge receipt of your letter of
February 7, 1939, wherein you request that this Depart-
ment prepare for you a stipulation for waiver of lien to
be placed in contracts covering the construction of school
buildings, as is provided by Article 2752 Revised Statutes.

In reply to your communication we have prepared
the following stipulation, and suggest that you place the
same in each and all of the contracts involved:

"It is distinctly understood that by
virtue of this contract no mechanic, con-
tractor, materialman, artisan or laborer,
whether skilled or unskilled, shall ever
in any manner have, claim or acquire any
lien upon the house, building, or any of
the improvements of whatsoever nature or
kind so erected or to be erected by vir-
tue of this contract nor upon any of the
land upon which said house or any of the
improvements are so erected, built or
situated."

Believing this is what you desire, and suggesting

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that you strike from any contract tendered to you any statement that would attempt to abrogate the terms of this stipulation, we are

Very truly yours

ATTORNEY GENERAL OF TEXAS

BY

George S. Berry
Assistant

GSD-MR

APPROVED:

George S. Berry
ATTORNEY GENERAL OF TEXAS

OK
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