

A Waiver of Lien Can Help

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So, you hired a contractor and he's done with his work. He even did a little more work than originally planned, and you agreed on a price for it, but don't want to pay anymore. A Waiver of Lien may help.

A clear written Waiver of Lien, executed at the time of payment or after, can be useful in presenting that you and the contractor agreed on a final price for the work, and he was paid in full. The Court in *Westbury S & S Concrete, Inc. v. Manshul*, 212 A.D.2d 596 (2nd Dep't. 1995) dismissed a contractor's claim for additional work claimed when the contractor executed a Waiver of Lien releasing claims for old work. Watch out for ambiguous language or actions, however. If it is not clear from the language of the Waiver of Lien that it constitutes a release, or the conduct of the parties indicates otherwise, the Court may not consider it a release. *International Asbestos Removal v. Beys Specialty, Inc.*, 22 N.Y.S.3d 442 (1st Dep't. 2016) and *E-J Electric Installation Co. v. Brooklyn Historical Society*, 43 A.D.3d 642 (1st Dept. 2007).

If you would like to discuss this or any other construction related issues, feel free to [contact me](#) at 315-477-6264.