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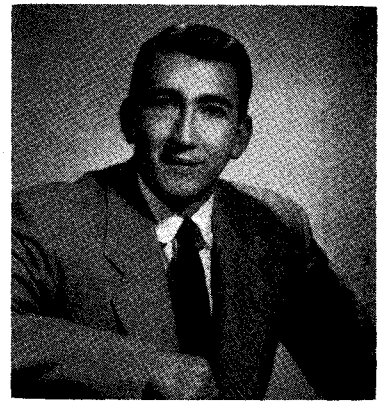

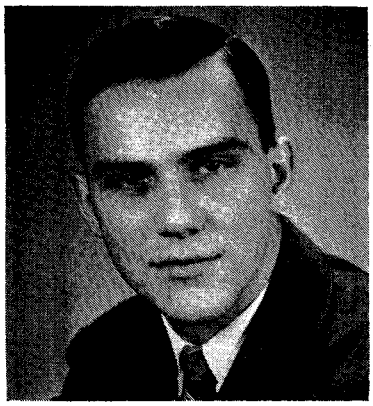

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Relegating the mechanics lien laws of Colorado to the field of oil and gas law is an involved subject because of the complexities in the existing statutes and decisions, and because of the history of statutory enactment, amendment, repeal and reenactment, the ultimate yield of which is confusing to the practitioner. It seems impossible to state with certainty whether the present lien rights applicable to oil and gas operations exist by virtue of one, two or even three stautory enactments, and it is this problem which has greatly extended the scope of this examination beyond our initial contemplation.

Because of the length of the article it is necessary to submit its published form in a series of three installments. In this first published portion of the paper we attempt to trace the legislative history of the present Colorado lien laws in an effort to ascertain which statutory laws now govern lien rights in the petroleum industry. In

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the second of the installments we determine the parties who enjoy the right to assert the lien, the content and recording requirements for the lien statement, and the nature of the property and the character of ownership interests to which the lien may attach. In the concluding section of the paper, questions of priority and enforcement will be discussed. Suggestions for avoidance of lien liability will also be tendered together with our notes as to the deficiency judgment liability of various types of oil investors and operators. Some suggested forms will also be submitted.

What Law Governs:

During the years 1861 to 1900 there were seventeen statutory enactments, repeals, re-enactments, transcriptions and amendments to the mechanics lien laws in Colorado. None of these are considered significant to the discussion here except the Act of 1899,[1] which constituted a general repeal and reenactment of the former lien laws and which constitutes the source of our present general mechanics lien law. It is this act[2] which is referred to herein as the "general lien law."

The Act of 1903[3] was the first specific statute providing for lien rights arising out of drilling operations. Because of its significance to certain supreme court decisions, it is desirable to set forth its terms in detail. They are:

> "Section 1. That any person or persons, company or corporation, who perform labor or furnish material or supplies for constructing, altering or repairing, or for the digging, drilling or boring, operating, completing or repairing of any gas well, oil well or any other well, by virtue of a contract with the owner or his authorized agent, shall have a lien to secure the payment of the same upon such gas well, oil well, or such other well, and upon the materials and machinery and equipment and supplies so furnished, and in case the contract is with the owner of the lot or land, then such lien shall also be upon the interest of the owner of the lot or land upon which the same may stand, and in case the contract is with the lease holder of the lot or land then such lien shall also be upon the interest of the lease holder on the lot or land upon which the same may stand or in relation to which such material or supplies are furnished.
>
> "Sec. 2. That in perfecting and enforcing the right herein given, the procedure indicated in the laws of this State, and the remedies and rights given, in the statutes of and concerning 'Liens of Mechanics,' as the same may now, or in the hereafter shall exist, shall be held to apply in so far as the same may be applicable."

Following the Act of 1903, Colorado law stood much as it does today; there being both a general and a specific statute. To compound and confirm the confusion the Legislature, as a part of the 1911 lien act,[4] enacted the following provision in a bill providing a

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[1] Colo. Laws 1899, c. 118.
[2] Colo. Rev. Stat. Ann. §§ 86-3-1 to 24 (1953).
[3] Colo. Laws 1903, c. 141.
[4] Colo. Laws 1911, c. 164.

lien for miners, mill men and those furnishing materials for mines and mills:

> "Section 8. The provisions of this article shall apply to oil wells or springs, iron and lead mines, as well as all other mines not herein specified, so far as the same may be applicable."

The next succeeding section of that act stated that "all acts and parts of acts in conflict" with the act are repealed.

The 1915 legislature specifically repealed the 1911 act in its entirety.[5] The affirmative provisions of the 1915 act, which provide the source for section 86-3-4 of Colorado Revised Statutes 1953 granted a lien to those persons who do work or who furnish materials, machinery, or other fixtures to mines, lodes, mining claims or deposits yielding metals or minerals of any kind. Mercifully, nothing was said in the section about "oil wells or springs."

This was the status of our statutory law by 1928, the year in which the supreme court decided *Poudre River Oil Corp. v. Carey*[6] and *Terminal Co. v. Jones*,[7] the only two Colorado authorities involving lien rights arising from oil and gas operations.

From the standpoint of legislative history only the *Terminal* case is significant. Its facts, briefly, are these: The landowner had given an oil and gas lease (we presume a Producers 88) covering his 160 acre farm, reserving a ⅛ royalty. The lease was assigned to Municipal Oil Co. Inc., a defendant in the action, which company then entered into a drilling contract for an oil and gas test well with Terminal Company, also a defendant. The terms of their contract do not appear in the decision nor in the trial record, but from various recitals in the decision it would appear that the agreement was in the nature of a "turnkey contract," which obligated Terminal to deliver a finished and cased hole. Whether it was also to deliver the stationary drilling equipment for use during production cannot be determined from the decision.

Terminal then constructed a derrick and rig, and a frame house at the location, setting the rig on concrete corners and equipping it with "rig irons, calf wheel irons, sand reel, steel crown block rig, and other parts."[8] Following erection of this equipment Terminal entered into a subcontract under which the subcontractor was to furnish all necessary drilling tools, labor and supplies for the drilling of the well in exchange for monetary compensation paid on a footage-drilled basis. The plaintiffs in the action were employees of the subcontractor; one as a carrier of equipment to the location, one as a driller, and the third as a tool dresser. They all filed and foreclosed liens for labor against the oil and gas leasehold estate, the fee estate, the rig, and all equipment and tools. They asserted their liens not only under the provisions of the general lien law of 1899, but also under the terms of the 1903 act.

Defendants contended that the 1903 act was unconstitutional and that it had been repealed by the act of 1911, which in turn had been repealed by the act of 1915. The rulings of the supreme court on these questions are helpful in determining the status of our

[5] Colo. Laws 1915, c. 116.
[6] 83 Colo. 419, 226 Pac. 201 (1928).
[7] 84 Colo. 279, 269 Pac. 894, 59 A.L.R. 549, 550, 557 (1928).
[8] *Id.* at 281, 269 Pac. at 896.

present lien statutes. After finding the 1903 act constitutional, it was concluded that:

(1) The act of 1911 did not expressly or impliedly overrule the 1903 act because there was no conflict in their provisions and also because the 1911 act did not puroprt to legislate on the entire subject contained in the 1903 act.

(2) Even if the 1911 act were construed to repeal the 1903 act, such act (that of 1903) was effectively revived upon the repeal of the 1911 act pursuant to the laws of 1915. (This conclusion was reached, even after the court cited and discussed the rule against implied revival.)

(3) The act of 1899 is applicable, *pari materia*, with the statute of 1903 and they must be construed together.

It is difficult to conclude how broadly or in what sense the court intended to apply the rule of *pari materia*. To the extent that the rule is capable of restatement, basically it requires all consistent statutes which can stand together and relate to the same subject, though enacted at different dates, to be treated prospectively and to be construed together as though they constituted one act.[9] Was it meant in the *Terminal* case that the terms of the specific statute controlled against and excluded such provisions of the general act which related to the same areas of law, with the statutes existing cumulatively only as to those areas in which one was void of content? Or was it meant that *all* provisions of both statutes existed coextensively and without exclusion as to each other on an alternate basis? The questions posed by the redundancy of legislation in this area found little if any rest through the decision in the *Terminal* case.

In 1929 the legislature enacted a second and more comprehensive statute granting liens to those who furnished labor, machinery, material, fuel, explosives, power or supplies for the sinking, repairing, altering or operating of any gas well, oil well or any other well.[10] It is this law which constitutes the source of our present specific statute in this area.[11]

Possibly the 1929 statute impliedly repealed the 1903 act, and certain commentators so surmised,[12] but there was no express repealing provision in its contents. However, the question of such repeal is moot at this point because of the enabling act for the Colorado Revised Statutes, 1953.[13] By such act any statutes or parts of statutes not contained in the Revised Statutes were repealed as of the effective date of the 1953 enactment; and the provisions of the 1903 act are not contained in the Revised Statutes. Further, any question which might exist as to an implied revival of the 1911 act is handily blocked by a specific provision in the 1953 act.

Upon review of these legislative occurrences the lawyer who

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[9] *Luchesi v. State Board of Equalization*, 137 Cal. App. 478, 31 P.2d 800, 802 (1934); *Burton v. Denver*, 99 Colo. 207, 61 P.2d 856 (1936); 50 Am. Jur., Statutes § 348 (1944); 82 C.J.S. Statutes § 366 (1953).

[10] Colo. Laws 1929, c. 123, p. 435.

[11] Colo. Rev. Stat. Ann. §§ 86-5-1 to 11 (1953).

[12] Lane, *Mechanics' Liens in Colorado* 44 (1948); and see annotator's note to Colo. Stat. Ann. Vol. 38, c. 101, § 39 (1935).

[13] Colo. Laws 1953, c. 63.

attempts to appraise the law is inclined to feel somewhat like the young lady at a cocktail party who after several drinks remarked to her host, "You know, I feel more like I do now than at any time since I've been here." He is faced with the facts that we perhaps still have at least two statutes granting lien rights for labor and materials expended upon oil and gas operations; that one is general in its nature and one is specific; that the specific is even more specific than that specific act of 1903 (which enjoyed judicial interpretation), and that there are no current appellate decisions.

The remark that "we still have *at least* two statutes" is intentional. Quite possibly Colorado Revised Statutes, 1953, section 86-3-4, granting a lien to miners might be viewed by some as a third statute giving a lien to those who furnish labor or materials to an oil and gas well. The fact that the provision in the 1911 act specifying application of the miners lien to an oil well was deleted from the 1915 statute militates against such a conclusion. However, the wording of the 1915 statute, particularly that which grants a lien to those performing work or supplying materials to a "deposit yielding metals or minerals of any kind," leaves room for a finding that it can be applied to oil and gas situations, and other states have so held in the face of more restrictive terminology.[14] Whether the mining section is a third statutory grant of lien is not felt to be generally significant

[14] *Berentz v. Belmont Oil Co.*, 148 Cal. 577, 84 Pac. 49 (1906). Laborers working on the development of an oil well were entitled to a lien against the lessee's interest under the provisions of Code Civ. Proc. § 1183 (Stats. 1908, p. 84): "any person who performs labor in any mining claim or claims, or in or upon any real property worked as a mine . . . has a lien upon the same, and the works owned and used by the owners for reducing the ores from such mining claim or claims, or real property so worked as a mine, for the work or labor done or materials furnished . . ."

because the miners' lien proviso by its own terms,[15] by judicial interpretation[16] and by renactment[17] is part of our general lien act. Where, however, there are unitized oil and gas operations the lawyer with a lien problem may wish to give this section careful attention, and it is in this connection that we shall discuss it separately in a later installment. Otherwise, during the course of the article we shall treat the miners' lien section merely as a part of the general lien statute.

It is unfortunate that the specific lien statute relating to oil and gas wells and operations was not also correlated to the general lien law in the manner which was employed in the miners' lien law. Since it is not so correlated, we are faced with the principal question, which we noted in our discussion of the *Terminal* case, of whether (a) the general lien act and the specific act are coextensive and cumulative in all their provisions and, therefore, may be employed conjunctively or alternatively in those areas of the law where they both contain provisos, and further may be employed conjunctively in those areas of the law where only one legislates; or (b) the specific statute, being the later and more detailed statute, is the exclusive statutory enactment as to those areas of lien law in which it legislates, being cumulative only with the provisions of the general statute which are required for a complete enjoyment of such lien right given in the specific act.[18]

We were unable to find any definitive answers to this query. We know of no authority in Colorado bearing squarely on the question. The cases from those other jurisdictions which have both a general and specific act relative to lien rights for labor and materials furnished to oil and gas operations are of limited help because of factual distinctions. In most of such states the statutes are similar to

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[15] Colo. Rev. Stat. Ann. 86-3-4 (1953), incroporates the terms of § 86-3-1 by reference at three different points. The original act also contained such references but to the applicable section of Colorado Revised Statutes, 1908.

[16] *Chain O'Mines Inc. v. Lewiston*, 100 Colo. 186, 66 P.2d 802 (1937)

[17] Colo. Comp. Laws § 6445 (1921).

[18] To illustrate the divergent results which occur when the two concepts are applied, assume that a roustabout is unpaid for his work in a given week, at the end of which he quit, and assume further that the drilling of the well is not completed for another seven months. If the statutes are considered coextensive, the claimant would have a maximum time for filing his lien statement within 30 days after completion of the work. If the special statute is considered exclusive, the claimant's maximum time for filing would be six months after the time he completed his work.

A more difficult question is presented where the specific statute does not contain a clear provision to cover the situation. For example, the question arises as to whether a copy of the lien statement must be served upon the owner. If the statutes are coextensive, clearly a copy must be so served. If the specific statute is exclusive, it is probably not necessary to serve such a copy, although it can be argued that this is an area in which the specific statute was not intended to be exclusive.

our 1903 act in that they give the right to a statutory lien and thereafter dictate that the same shall be enforced pursuant to the provisions of the general mechanics lien law of the state.[19] In other words, such statutes exist in a manner almost identical to that which our miners' lien law now enjoys. Further, the *Poudre River* case shows a reticence by our supreme court to be persuaded by decisions which apply to the lien laws of other states, where there is any difference in wording.[20]

In this near void of authority it is possible to argue either side of the stated question with some force. In contending that the acts are coextensive in all their provisions it can be asserted that the mandate in the specific statute[21] that such law is "cumulative" with other lien laws is to be construed in its very broadest sense. As noted in subsequent portions of this paper, however, such a purely literal interpretation of this provision creates difficult problems in the application of the two statutes relative to substantive rights.

There is room within the generally worded opinion of the *Terminal* case to conclude that our supreme court meant, in holding the 1903 and 1899 statutes to exist in *pari materia,* that all of the provsions of both acts are to be applied alternatively and conjunctively. Conceivably, too, the court's decision in *Chain O'Mines v. Lewison*[22] implies a similar result. There the defendants attempted to abridge the effect of the miners' lien section of the Compiled Laws, 1921 (being the 1915 act). They argued that the mining section could not give a lien for labor upon operations outside the scope of the general lien section, since the mining section specifically referred to the general lien act. In answer the supreme court stated that the lien section of the general act which became law in 1899 and also the lien provision of the mining statute, adopted in 1915, must be viewed in the light that the legislative intention was to broaden and not to restrict the scope of the general mechanics' lien law. It is perhaps arguable, by analogy, that a like interpretation of our specific oil and gas statute and the general lien law would yield a finding that these two statutes exist coextensively. The difficulty of such a position, however, lies in the fact that the 1915 act by its

[19] *Montana:* Mont. Rev. Codes Ann. § 45-1003 (1947) reads: "The lien herein created (i.e., the specific act) shall be enforced in the same manner, and the notice of same shall be given in the same manner, and the materialmen's statement, or the lien of any laborer herein mentioned, shall be filed in the same manner as now provided by the laws of Montana for materialmen's and mechanics' liens, except that the time within which such liens must be filed shall be six months instead of ninety days; and the method of procedure provided by the laws of the state of Montana for enforcing materialmen's and mechanics' liens shall govern the enforcement thereof." *Blose v. Hause Oil and Gas Co.,* 96 Mont. 450, 31 P.2d 738 (1934) construed the statute as incorporating even the provision of the general law prescribing duties of county clerks in indexing the lien.

Oklahoma: Okla. Stat. Ann. tit. 42, § 144 (1951), the specific act, was enacted with the state's first comprehensive lien legislation; and § 146, with phrasing very similar to the Montana statute quoted above, serves to incorporation the procedural provisions of the general lien act. While under the general act the labor must be performed *on* the building and the material must be used *in the construction* of it, that is not the case under the oil well lien statute. Consequently, a supplier of tools or other third party whose materials do not end up embodied in the structure is protected only in a well drilling enterprise. See *Consolidated Cut Stone Co. v. Seidenback,* 181 Okla. 578, 75 P.2d 442 (1938) and cases cited in the opinion.

Texas: Tex. Civ. Stat. Ann. art. 5473 (Vernon 1956), Oil and Gas Lien Statute, dates from 1917; and prior to its enactment, there was probably no statutory lien available to laborers and materialmen in the oil and gas industry. Oil Field Salvage Co. v. Simon, 140 Tex. 456 ,168 S.W. 2d 848 (1943). Art. 5476 provides that notice and other proceedings to secure and enforce to the lien shall be advanced in the "same time and in the same manner" as provided for in the general lien chapter.

[20] *Poudre River Oil Corp. v. Carey,* 83 Colo. 419, 426, 266 Pac. 201, 203 (1928).

[21] Colo. Rev. Stat. Ann. § 86-5-10 (1953).

[22] 100 Colo. 186, 187, 66 P.2d 802, 803 (1937).

own terms quite clearly was intended as an amendment expanding the scope of the general lien act.

To our minds the more acceptable construction, which is of equal or greater compatibility with the *Terminal* decision, is based upon our concept of a common sense application of the two statutes. It has often been said that the law is really nothing more than good common sense, as modified by statutes and court decsions. Since the modifications here are not clear, we can only recommend this construction to you as the proper one under the circumstances, not as the most probable one.

To common sense, then. It should not be overlooked that the mechanic's lien is "a creature of statute"[23] and despite the general tendency to construe mechanics' lien statutes liberally as to rights of enforcement[24] the authority for the lien must still be found in the statute. A careful reading of the general mechanics' lien sections does not provide a clear basis for the claim of lien in situations involving oil and gas operations. It is our opinion that this gap was filled by the 1903 act, which was intended to be the sole authority for claiming a lien against oil and gas interests. Where a statute adopted in 1899 gives a lien against property for work done and materials furnished, and is couched in terms clearly identified with the building construction trade, it is only logical to assume that an act appearing in 1903 relating only to liens against oil and gas interests should provide the only means by which such a lien is to be obtained. It has been so held in at least one jurisdiction with comparable statutes.[25]

We find implicit support for this position in the *Poudre River* case.[26] The court's decision impliedly rules out any construction of the general statute and specific statute as co-extensive. Had the court considered this construction applicable, it could have avoided the narrow question upon which the case was decided and found a lien for the plaintiff based upon the general lien law.

[23] Lane, *Mechanics' Liens in Colorado* 3 (1948).
[24] 4 Summers, *Oil and Gas* 115 (1938).
[25] *Ball v. Davis*, 118 Tex. 534, 18 S.W.2d 1063 (1929).
[26] In our opinion, the *Poudre River* case reached a questionable result. The Court disposed of the lien question hurriedly by distinguishing the oil and gas lien statute from other similar statutes as being less broad in the scope of its language, and by pulling out of context the phrase "so furnished." The Court concluded that the use of the phrase "so furnished" showed the legislature's intent to provide a lien for the supplier against the property which he supplied—really a lien in the nature of a purchase money mortgage. However admirable such an intent might be, we believe that it is contrary to the ordinary concept of the mechanic's lien, and that the legislature had failed to express any such intent.

We see nothing inconsistent between this interpretation of the *Poudre River* case and the holding in the *Terminal* case that the general act and the specific act of 1903 were to be applied in *pari materia*. We believe that the *Terminal* holding means specifically that those provisions of the general lien law which are necessary and convenient to the enjoyment of the full benefits of the lien conferred by the specific statute are applicable to the special lien as well as to the general lien.[27]

In view of this historical development of the special lien law, it seems logical to conclude that a lien claimant against an oil and gas interest obtains his basic right solely from the special statute. Obviously, at the time of enactment, it was not thought that these statutes gave two duplicate remedies; but, rather it was thought that the remedy was given for two different situations. It is clear that the legislature was fully aware of the existing general lien law at the time the special provisions were enacted, since the various enactments of the specific statute contained provisions to show that the act was cumulative to the rights conferred by the general lien law. Regardless of the manner of approach and of the statutes iden-

[27] It seems to us to be more than coincidental that the 1929 act appeared in the first legislature following the *Poudre River* and *Terminal* cases, although the 1929 enactment does not clearly dispose of the problems disclosed or created by those decisions. This act closely follows the language and format of the Wyoming statute (Wyo. Comp. Stat. Ann., c. 55, §55-401 to 413) (Supp. 1955), originally enacted in 1919, insofar as the same applies to oil and gas interests, except for certain additional sentences included in our act which are outside the natural pattern of the statute and from which many of the problems attendant upon our present statute stem. Since the legislative history of the 1929 enactment cannot be reconstructed, either from the sponsor of the Colorado bill, or from the legislative reference office of the Attorney General's office, we can only surmise that the 1929 act was occasioned by the *Poudre River* and *Terminal* cases, and that it was patterned after the Wyoming statute.

tified with it, therefore, if the situation is that of a claimant against an oil and gas interest, it follows that the claim must be and is made under the specific statute.

Upon this theory, the obvious conflicts between the two statutes can be resolved. The specific statute, if applicable at all, is applicable in all its provisions to the exclusion of any conflicting provision in the general lien law.

This construction, at least in part, finds specific judicial sanction, though not binding in Colorado. The Texas court was faced with the very question with which we are concerned here in construing similar Texas statutory provisions.[28] The court supplied this excellent reasoning in relating the two statutes:

> The fact is that at the time of the enactment of the special act here involved (chapter 3, title 90, article 5473 et seq.) the oil industry had assumed large proportions in Texas. It was then apparent that it might become, as it has since become, one of the major industries of the state; and it was doubtless the opinion of the Legislature that the interests of those in the business, whether as laborers, mechanics, materialmen, or operators and owners, made it necessary that their rights no longer be made to depend on general statutes of, to say the least, doubtful construction and indefinite application and meaning; and so, in its wisdom, because of the growing importance of the subject, and because of the number of people engaged in the industry, and the values involved, enacted the special law to regulate, govern, and control the special subjects named therein; but as to general subjects which might be in the oil industry, as in any other, such as the construction of buildings, liens for accountants, clerks, repair men, etc., leave the general laws, articles 5452, 5483, and 5503, as they were, applicable

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[28] The Court of Civil Appeals in Texas in the *Ball* case, note 29 *infra*, had decided the matter according to the contention of the lien claimants that they were entitled to a lien under any one of several statutory sections. The Supreme Court reversed the holding upon a logical analysis of the Texas statutes, such as we have proposed for the Colorado statutes. The Court said:

". . . The Court of Civil Appeals was of the opinion that Davis not only had a lien under chapter 3, title 90 (articles 5473-5479), relating to mechanic's liens on oil and mineral property but likewise had a lien for the work here done under chapter 2 (articles 5452-5472) of that title, being the general statute relating to laborer's and mechanic's liens, also under chapter 5 (articles 5483-5488) relating particularly to farm, factory, and store operatives, and under articles 5503 to 5505, chapter 7, articles especially providing a lien for repair of any article, etc.

"Chapter 3 of title 90, which embraces articles 5473 to 5475 of the Revised Statutes, was originally enacted in 1917, and deals specially and particularly with the liens of materialmen, artisans, laborers, and mechanics engaged in the oil industry. The Court of Civil Appeals was of the opinion that, because article 5479 declares that these articles relating specially to oil and mineral property should be cumulative as to rights and remedies given materialmen, artisans, laborers, and mechanics by other laws, that materialmen, artisans, laborers, and mechanics in the oil industry could look to other chapters of title 90 for their liens. With this holding we cannot agree. By article 5473 materialmen, artisans, laborers, and mechanics, for certain services, are authorized to fix liens against certain properties for specified services.

"The purposes of the declaration of cumulative effect was not to make other statutory provisions applicable to those covered by the act itself, but to show that the things for which liens were given by the act were not intended to nullify other lien statutes in favor of mechanics, laborers, clerks, and others performing services in the oil industry, and materialmen who might furnish material in the oil or mining industry not covered by a special act."

The value of this case in Colorado is somewhat lessened by the fact that the court here was aided by the emergency clause of the enactment which stated:

"There being no law protecting laborers and materialmen for labor performed for owners of lands, mines or quarries or owners of leaseholds for oil, gas, pipe lines or rights of way for mining or quarrying purposes, creates an emergency and imperative public necessity exists that the constitutional rule requiring bills to be read on three several days be and the same is hereby suspended and that this act take effect and be in force from and after its passage, and it is so enacted."

then to subjects not covered by article 5473, and still applicable thereto.

The very purpose of special statutes is to make the law plain and easily ascertainable, and *to hold that the special statutes as to the class of labor particularly named in article 5473 are not exclusive, but that various other statutes of a general nature apply, adds confusion to the subject, and the law becomes a trap,* calculated to involve all but the most astute in its toils. No such construction will be given it as to those named and the classes of labor set forth and the lien given in article 5473.[29]

This construction is also supported by the normal rules of statutory construction that (1) the more specific statute controls, and (2) the later statute controls. The application of these rules with the application of statutes in *pari materia* was approved by the Colorado court in the case of *Burton v. Denver.*[30]

It should be noted by way of caution that this construction is not the panacea. Although it resolves, as a practical matter, the conflicts in the statutes, it leaves unanswered the questions as to what provisions are in conflict, and it points up the weaknesses and conflicts within the specific statute itself. These, and the many possible variations of the two views which we have expressed here, will be discussed in the subsequent installments of this article in which detailed questions of entitlement to the lien, notice and priority are considered.

(To be concluded in a later issue of DICTA)

[29] *Ball v. Davis,* 118 Texas 534, 18 S.W.2d 1065, 1066 (1929) (emphasis supplied).
[30] *Burton v. Denver,* 99 Colo. 207, 61 P.2d 856 (1936).