

PUBLICATION UPDATE

Route to: _____ _____ _____ _____
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Dorsaneo, Texas Litigation Guide

Publication 719

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HIGHLIGHTS

Amended Texas Rules of Civil Procedure.

- **Ch. 271, Mechanic’s and Materialmen’s Liens has been completely rewritten and updated.**

This release updates Texas Litigation Guide with recent legislation as well as Texas Supreme Court and court of appeals decisions and federal cases. Many of the significant developments in this release are summarized below.

Pretrial, Trial, and Appellate Practice

Attorneys—Civil Liability to Nonclients. This release discusses *Taylor v. Tolbert*, 644 S.W.3d 637, 642–643 (Tex. 2022) where the court holds attorneys are generally immune from civil liability to nonclients for

actions taken within the scope of legal representation if those actions involve the kind of conduct attorneys engage in when discharging their professional duties to a client. See Ch. 3, *Professional Responsibility*, § 3.04[3][d].

Receivership—Jurisdiction. This release discusses *In re Amegy Bank Nat’l Ass’n*, 650 S.W.3d 842, 848 (Tex. App.—Houston [14th Dist.] 2022 no pet. h.) where the court holds even if an order affirming the sale of receivership property is not timely appealed, the trial court retains plenary power over the order. See Ch. 43, *Receivership*, § 43.23[1].

Arbitration—Proving Unconscionability. This release discusses *Lennar Homes of Tex., Inc. v. Rafiei*, 652 S.W.3d 532, 539 (Tex. App.—Houston [14th Dist.] 2022, pet. filed), in which the court of appeals held

that the party opposing arbitration because of excessive costs has the burden to show that the costs would be prohibitively expensive and must submit “some evidence” showing the likelihood of incurring such costs for the particular arbitration. See Ch. 44, *Arbitration*, § 44.02[1][b].

Motions to Confirm Arbitration Awards—Statute of Limitations. In *Moody Nat’l Grapevine MT, LP v. TIC Grapevine 2, LP*, 651 S.W.3d 450, 456–457 (Tex. App.—Houston [14th Dist.] 2022, pet. filed), the court of appeals held that the one-year statute of limitations in the FAA for motions to confirm arbitration awards does not preempt the TAA’s lack of a limitations period because the TAA’s lack of a limitations period does not undermine the FAA’s goals and policies with respect to the enforceability of arbitration agreements. See Ch. 44, *Arbitration*, § 44.06[3][b].

Declaratory Judgment—Governmental Immunity. This release includes *Abbott v. Mexican Am. Legis. Caucus*, 647 S.W.3d 681, 698 (Tex. 2022), in which the Texas Supreme Court held that although the UDJA generally waives immunity for declaratory-judgment claims challenging the validity of statutes, immunity from suit is not waived if the constitutional claims are facially invalid. See Ch. 45, *Declaratory Relief*, § 45.04[1].

Limitation of Actions—Tolling and Legal Malpractice. This release discusses *Zive v. Jeffrey R. Sandberg & Palmer & Manuel, P.L.L.C.*, 644

S.W.3d 169, 171 (Tex. 2022) where the court holds under *Hughes* tolling rule applicable in legal malpractice cases, tolling continues until all appeals in which the malpractice plaintiff participates are exhausted; when co-party pursues appeal in which malpractice plaintiff does not participate, limitations is not tolled. See Ch. 72, *Limitation of Actions*, § 72.04[6].

Summary Judgment—Pleadings As Evidence. This release discusses *Weekley Homes v. Paniagua*, 646 S.W.3d 821, 824, 827 (Tex. 2022) where the court holds, as a general rule, statements contained in a litigant’s pleadings, even when sworn or verified, cannot be used by that litigant as evidence of facts to support its summary judgment motion or to oppose an opponent’s summary judgment motion; however, a party may rely on allegations in an opposing party’s pleadings that constitute judicial admissions because the admission obviates the need to produce summary judgment evidence on the admitted facts. See Ch. 101, *Summary Judgment*, § 101.06[7][a].

Appeals—Controlling Question of Law. This release discusses *Indus. Specialists, LLC v. Blanchard Ref. Co. LLC*, 652 S.W.3d 11, 15–16, 23 (Tex. 2022) where the court holds a trial court may permit an interlocutory appeal regarding a controlling question of law only if the two statutory requirements are met, and the court of appeals may accept the appeal only if the application explains why an appeal is warranted. If the statutory requirements are satisfied,

the courts have unfettered discretion whether to permit or to accept the appeal, and the statute does not impose any principles guiding the exercise of this discretion. See Ch. 153, *Accelerated Appeals*, § 153.02[1][b][ix].

Business and Commercial Law

Securities Fraud—Investment Contracts. This release discusses *Christie v. Hahn*, 2022 Tex. App. LEXIS 6129 **11–14 (Tex. App.—Dallas 2022, no pet. h.) (memo op.) where the court holds *Life Partners Inc.* requirements were met in a case where plaintiff made an “unsecured note” to the defendant in the amount of \$100,000. The note was made by the plaintiff so that the defendant could purchase a sport’s bar. In exchange, the note did not require principal payments of interest. According to the note, the plaintiff instead was to receive quarterly payments of 20% of the bar’s profits until his initial investment was repaid and, after that, he would receive 10% in perpetuity and 2% of the gross sales price if the bar was sold. See Ch. 171, *Securities Fraud*, § 171.03[1][a][iii].

Partner’s Liability—Assumed Name. This release discusses *Specialty Assocs. Of W. Houston, PLLC v. Adams*, 2022 Tex. App. LEXIS 6025 **20–21 (Tex. App.—Houston [1st] 2022, no pet. h.) where the court holds non-compliance with assumed name certificate requirements, raises issue of capacity, not standing, that is properly raised in a plea in abatement so that the cause is suspended while the defect is corrected. See Ch. 180,

Partner’s Liability, § 180.06.

FAA—Interstate Commerce. This release discusses Supreme Court and Fifth Circuit decisions that clarify that Section 1 of the FAA only exempts contracts with transportation workers who have a direct and necessary role in the free flow of goods across borders. In *Southwest Airlines Co. v. Saxon*, 142 S.Ct. 1783, 1788–1790, the Court held that airline employees who load and unload cargo on airplanes that travel in interstate commerce were exempt from the FAA’s scope and were not bound by the arbitration agreement they had with Southwest; also rejecting an industry wide application for employees who worked for airlines. In *Lopez v. Cintas Corp.*, 2022 U.S. App. LEXIS 24581 **5–8 (5th Cir. 2022) local delivery drivers who took items from a local warehouse to local customers and entered the scene after the goods had already been delivered across state lines were not entitled to exemption]. See Ch. 203, *Employer-Employee Relations*, § 203.46[1].

Personal Injury Litigation

Tort Claims Act; Notice of Claim Requirement. An employer’s notice of property damage to a city that was provided seven days after an auto accident was sufficient notice as to the employee’s separate claim for personal injury damages because the employee’s name, phone number, and address were included, and his injuries were listed. Because the notice provisions of the city’s charter required no more information than that required by the Tort Claims Act,

the notice was sufficient under both. *Leach v. City of Tyler*, 66 Tex. Sup. Ct. J. ___, 2022 Tex. LEXIS 867, at *2-*4 (Tex. 2022) (per curiam). See Ch. 293, *Claims Against Governmental Entities*, § 293.16[1].

Tort Claims Act; Emergency Exception. When it was undisputed that a speeding ambulance driver entered an intersection against a red light and without slowing, a fact issue on recklessness of the driver's conduct barred summary judgment based on the emergency exception. *Gillespie v. Galveston Cty. Health Dist.*, 639 S.W.3d 815, 820–822 (Tex. App.—Houston [14th Dist.] 2021, no pet.). See Ch. 293, *Claims Against Governmental Entities*, § 293.12[4].

Tort Claims Act; Immunity of Volunteer Firefighter. A volunteer firefighter could not claim immunity under Tex. Civ. Prac. & Rem. Code § 78.002 because it was undisputed that the “emergency response” required by the statute was over and the firefighter was simply returning home in his own vehicle at the time of the accident. *Roades v. Henderson*, 645 S.W.3d 289, 293–294 (Tex. App.—Corpus Christi 2022, pet. denied). See Ch. 293, *Claims Against Governmental Entities*, § 293.10[3].

Tort Claims Act; Nature of Claim. When the plaintiff was injured by a tollway gate arm that allegedly did not operate as intended, the only available claim was for premises liability because the gate arm was a component of a permanent improvement to real property; therefore, the trial court erred in denying

the plea to jurisdiction as to alternative negligence claims. *Harris County v. Shook*, 634 S.W.3d 942, 949–952 (Tex. App.—Houston [1st Dist.] 2021, pet. denied). See Ch. 293, *Claims Against Governmental Entities*, §§ 293.10[5][g], 293.12[9][b].

Negligence; Negligent Undertaking. Any liability for a negligent undertaking is limited to conduct that occurred during that undertaking, so when it is definitively established that the particular undertaking has ended, any duty is also extinguished and the defendant cannot be liable for any alleged negligence in failing to continue to assist. *Three Aces Towing, Inc. v. Landrum*, 65 Tex. Sup. Ct. J. 1918, 2022 Tex. LEXIS 875, at *3-*5 (Tex. 2022) (per curiam). See Ch. 290, *Negligence*, § 290.02[3][c].

Negligence; Negligent Hiring. A pizza company had no duty to examine the social media posts made by a prospective delivery driver before hiring, but even if it did, the examination would not have revealed any propensity for criminal activity and so would not have been the proximate cause of the customer's rape. *Doe v. Yum! Brands, Inc.*, 639 S.W.3d 214, 226–229 (Tex. App.—Houston [1st Dist.] 2021, no pet.). See Ch. 290, *Negligence*, § 290.32[1][b].

TCPA; Exempted Actions. Claims and remedies for unjust enrichment, civil conspiracy, and aiding and abetting a breach of fiduciary duty are all “based on” the same underlying common law fraud, so

those claims fall within the fraud exemption [Tex. Civ. Prac. & Rem. Code § 27.010(a)(12)] and are outside the coverage of the TCPA. *Baylor Scott & White v. Project Rose MSO, LLC*, 633 S.W.3d 263, 281–285 (Tex. App.—Tyler 2021, pet. denied). See Ch. 333, *Libel and Slander*, § 333.42[2][b].

TCPA; Time to Seek Dismissal. Because the new factual allegations in an amended petition merely supplemented the original allegations in support of the same claims for relief, no new 60-day period to seek dismissal under the TCPA was created by its filing. *Jetall Cos. v. JPG Waco Heritage LLC*, 637 S.W.3d 865, 869–870 (Tex. App.—Waco 2021, pet. denied). See Ch. 333, *Libel and Slander*, § 333.42[4][a].

TCPA; Time for Hearing. If a TCPA movant fails to secure a timely hearing date, but the trial court nevertheless holds a hearing outside the maximum 90-day period and then grants the motion, the grant must be reversed if appealed. *Leach v. Schwartz*, 645 S.W.3d 906, 911–913 (Tex. App.—El Paso 2022, no pet.). See Ch. 333, *Libel and Slander*, § 333.42[5][a].

TCPA; Time to Appeal. If there is no hearing on a TCPA, the 30-day window to decide the motion is never triggered and the motion cannot have been denied by operation of law; therefore, the time to appeal runs from the date of any order formally disposing of the motion. *KHOU-TV, Inc. v. Status Lounge Inc.*, 639 S.W.3d 752, 756–757 (Tex. App.—

Houston [14th Dist.] 2021, no pet.). See Ch. 333, *Libel and Slander*, § 333.42[5][b].

Professional Malpractice; Waiver of Certificate of Merit Requirement. Any alleged inadequacy of a certificate of merit is not an affirmative defense, so the failure to plead the issue in the answer does not waive the objection. The mere fact that one defendant quickly moved for dismissal based on the alleged inadequacy is not sufficient to show that another defendant waived its right to do so. *Certain Underwriters at Lloyd's of London v. Mayse & Assocs.*, 635 S.W.3d 276, 283–285 (Tex. App.—Corpus Christi 2021, pet. filed). See Ch. 322, *Professional Malpractice*, § 322.04[2][d].

Professional Malpractice; Waiver of Certificate of Merit Requirement. Engaging in extensive discovery of the claimant's medical records, waiting 17 months to seek dismissal, and seeking affirmative relief by designating a responsible third party showed the defendant's intent to litigate the merits and waived that defendant's right to a certificate of merit. *Gonzalez v. Momentum Design & Constr., Inc.*, 633 S.W.3d 678, 692 (Tex. App.—El Paso 2021, pet. denied). See Ch. 322, *Professional Malpractice*, § 322.04[2][d].

Automobile Liability; Driver as Employee or Independent Contractor. The statute governing ride-share companies and their drivers [*see* Tex. Occ. Code §§ 2402.001–2402.201] recognizes the validity of a contract that pro-

vides for independent contractor status, provided certain limitations on the company’s control of the drivers are met. Although the company must ensure that each driver is licensed and insured, those are simply *initial* qualification requirements that do not carry forward into the separate recognition of independent contractor status because any other interpretation would require to company to check whether the driver was licensed and insured at the beginning of every shift. *Freyer v. Lyft, Inc.*, 639 S.W.3d 772, 781–782 (Tex. App.—Dallas 2021, no pet.). See Ch. 302, *Liability of Owner and Others*, §§ 302.01, 302.02[1].

Premises Liability; Injury to Livestock. An oil and gas operator had no premises liability for injuries to cattle that breached a fence and entered into a well site because the livestock were trespassers on the operator’s estate as a matter of law, and there was no allegation that the operator intentionally, willfully or wantonly injured the cattle. *Foote v. Texcel Expl., Inc.*, 640 S.W.3d 574, 580–583 (Tex. App.—Eastland 2022, no pet.). See Ch. 310, *Premises Liability*, § 310.03[1].

Medical Malpractice; Noneconomic Damages Cap. The statutory limitation of noneconomic damages [see Tex. Civ. Prac. & Rem. Code § 74.301] is an affirmative defense, so the defendant bears the burden to both plead and prove it. *Four J’s Cmty. Living Ctr., Inc. v. Wagner*, 630 S.W.3d 502, 520–521 (Tex. App.—Houston [1st Dist.] 2021, pet.

denied). See Ch. 321, *Medical Malpractice*, § 321.13[2].

Medical Malpractice; HCLC. When a decedent was never a patient of any health care provider and never received any health care connected to the death, any alleged negligence or other wrongdoing in conducting an autopsy is not an HCLC arising from professional or administrative services. *Miranda v. Farley*, 641 S.W.3d 504, 512–514 (Tex. App.—Corpus Christi 2022, pet. filed). See Ch. 321, *Medical Malpractice*, § 321.02[8].

Medical Malpractice; HCLC. Assuming without deciding that a day care center for mentally challenged adults was a health care provider, an allegation of a sexual assault between participants in the program was not a safety-related HCLC because there was no evidence in the record that the participants received any medical care, treatment, or health care from the center. *Nixon Home Care, Inc. v. Henry*, 635 S.W.3d 466, 478–481 (Tex. App.—Houston [14th Dist.] 2021, no pet.). See Ch. 321, *Medical Malpractice*, § 321.02[2][f].

Settlement; “One Satisfaction” Rule. An award of taxable court costs is subject to the “one satisfaction” rule, so when liability for costs is imposed jointly and severally on multiple parties, and one of them satisfies some or all of the costs in a settlement, the other parties are entitled to a credit based on the rule. Because this issue was one of first impression, the case was remanded to

permit the settling parties to show that the settlement was for damages and interest only, not liability for costs. *Luxeyard, Inc. v. Klinek*, 643 S.W.3d 260, 263–265 (Tex. App.—Houston [14th Dist.] 2022, no pet.). See Ch. 102, *Settlement*, § 102.05[1][b]; Ch. 291, *Proportionate Responsibility; Contribution and Indemnity*, § 291.03[3], [4].

Insurance Litigation

Automobile Insurance; PIP Coverage. The claimant was entitled to statutory penalties because the PIP benefits were paid after the statutory deadline of 30 days after the proof of claim [*see* Tex. Ins. Code § 1952.156], and the mere fact that the insurer paid the benefits before the claimant’s *lawsuit* was filed did not affect the analysis because the obligation to pay benefits is triggered by the statutory deadline, not a *lawsuit*. *State Farm Mut. Auto. Ins. Co. v. Rumbaugh*, 642 S.W.3d 901, 906–907 (Tex. App.—Texarkana 2022, pet. denied). See Ch. 341, *Liability Insurance*, § 341.14[3][c], [f].

Uninsured Motorist Coverage; Bad Faith Claims. When a reasonable investigation reveals that the insurer’s liability is reasonably clear, the insurer may act in bad faith by denying or delaying a UIM claim and instead insisting that the insured obtain a legal determination as to coverage before paying the benefits. *Burgess v. Allstate Fire & Cas. Ins. Co.*, 641 S.W.3d 474, 481–484 (Tex. App.—Austin 2021, no pet.). See Ch. 342, *Uninsured Motorist Coverage*, § 342.05.

Unfair Insurance Practices; Extra-Contractual Claims. Even if the insurer committed a statutory violation in the manner of adjusting the claim, the policy did not provide any coverage for the particular loss, so the insured had no extra-contractual claim under USAA Tex. Lloyds Co. v. Menchaca, 545 S.W.3d 479 (Tex. 2018). *Prime Time Family Entm’t Ctr., Inc. v. Axis Ins. Co.*, 630 S.W.3d 226, 234 (Tex. App.—Eastland 2020, no pet.). Ch. 345, *Unfair Insurance Practices*, § 345.09[1].

Unfair Insurance Practices; Extra-Contractual Claims. Mental anguish damages arising from a statutory violation qualify as an independent injury sufficient to support an extra-contractual claim under USAA Tex. Lloyds Co. v. Menchaca, 545 S.W.3d 479 (Tex. 2018). *Burgess v. Allstate Fire & Cas. Ins. Co.*, 641 S.W.3d 474, 486 (Tex. App.—Austin 2021, no pet.). Ch. 345, *Unfair Insurance Practices*, § 345.09[1].

Family Law

Paternity. A petition to adjudicate parentage may not be brought after the death of the putative father [In Interest of Dart, 648 S.W.3d 652, 653–656 (Tex. App.—Waco 2022, pet. filed)]. See Ch. 380, *Paternity*, § 380.04[2].

Termination of Parental Rights. A father’s knowledge of the mother’s drug use during pregnancy, and his corresponding failure to attempt to protect the unborn child from the effects of that drug use, may contribute to an endangering environment

and thus support an endangerment finding. However, fact finders cannot attribute to the father all known dangers posed to a child during a mother's pregnancy [In Interest of J.W., 645 S.W.3d 726, 749–750 (Tex. 2022)]. See Ch. 381, Termination of Parental Rights, § 381.02[3][b][iii].

To support termination under Subsection (O), a court order incorporating the family service plan must require, rather than merely request, the parent to take the specified actions [In Interest of A.L.R., 646 S.W.3d 833, 837–838 (Tex. 2022)]. See Ch. 381, Termination of Parental Rights, § 381.02[14][c].

If the parent is a minor, the best option for properly joining him or her to the termination suit is to do so through his or her attorney ad litem [Tex. Dep't of Family & Protective v. N.J., 644 S.W.3d 189, 194–195 (Tex. 2022) (concurring opinion)]. See Ch. 381, Termination of Parental Rights, § 381.100[1][e].

Real Estate Litigation

Deeds; Correction Instrument. A correction instrument can be used to eliminate a mutual mistake in conveying a mineral interest that was intended to be reserved in the erroneous deed. *Endeavor Energy Res. v. Anderson Est.*, 644 S.W.3d 212, 219–220 (Tex. App.—Eastland 2022, pet. filed). Ch. 254, *Deeds and Conveyances*, § 254.02[4][b].

Deeds; Statute of Frauds. The buyer's visits to the property and personal knowledge of the scope of the purchase could not salvage the inadequate property description in a

sales contract and its accompanying deed. *Dayston, LLC v. Brooke*, 630 S.W.3d 220, 225 (Tex. App.—Eastland 2020, no pet.). Ch. 254, *Deeds and Conveyances*, § 254.03[2].

Deeds; Recording in Property Records. Because two deeds granting land were in writing, signed by the grantor, and delivered to the grantee, they were valid as between those parties, so the trial court erred in ordering that both were void in their entirety due to delay in recording them in the deed records. *Thompson v. Six Shooter Enters., LLC*, 633 S.W.3d 107, 115–116 (Tex. App.—El Paso 2021, no pet.). Ch. 254, *Deeds and Conveyances*, §§ 254.03[1], 254.07[2].

Deeds; Grantor's Reversionary Interest. Any ambiguity in a deed as to which reversionary interest is created in the grantor is resolved in the favor of the grantee, and the deed will be construed to create a right of entry, not a possibility of reverter. Reversionary interests held by a grantor are devisable, so the right of entry did not terminate at the grantor's death, and enforcement of the right was not barred by the mere passage of time. *Moroney v. St. John Missionary Baptist Church, Inc.*, 636 S.W.3d 698, 702–703 (Tex. App.—Houston [14th Dist.] 2021, pet. denied). Ch. 254, *Deeds and Conveyances*, § 254.06[1], [3], [5].

Easements; Statute of Frauds. The trial court erred in voiding an express easement contract under the statute of frauds because it provided

for a “blanket” easement over the entire tract, so the location of the easement need not have been specified in the contract. *Target Corp. v. D&H Props., LLC*, 637 S.W.3d 816, 830–832 (Tex. App.—Houston [14th Dist.] 2021, pet. denied). See Ch. 281, *Easements*, §§ 281.01[2][d], 281.03[1][b].

Easements; Dedication. The trial court properly rejected the claimant’s argument that a disputed county road had been abandoned because there was no evidence of any enclosure at all, let alone one that persisted for 20 years as required to support statutory abandonment. The extent of the claimant’s use of the disputed road was inconsequential because a road dedicated for public use cannot be adversely possessed regardless of the claimant’s conduct. *Cowan v. Worrell*, 638 S.W.3d 244, 256–258, 263–264 (Tex. App.—Eastland 2022, no pet.). See Ch. 281, *Easements*, § 281.05[1][c].

Oil and Gas; Lease on Multiple Tracts. If multiple tracts are covered by the same lease, but it is later discovered that the lessor had no interest at all in one of the covered tracts, production from that tract will not extend the lease as to the other tracts. *King Operating Corp. v. Double Eagle Andrews, LLC*, 634 S.W.3d 483, 491–494 (Tex. App.—Eastland 2021, no pet.). See Ch. 283, *Oil and Gas Leases*, § 283.03[7].

Eminent Domain; Inverse Condemnation. Though city’s construction of a nearby sewer lift station was followed by sewage odors in the

claimants’ home, the trial court erred in denying a plea to jurisdiction because there was no evidence of the required intent to support an inverse condemnation claim, i.e., that city knew that specific property damage would occur, or was substantially certain to result from its actions. *City of Robinson v. Leuschner*, 636 S.W.3d 48, 57–58 (Tex. App.—Waco 2021, pet. granted). See Ch. 261, *Condemnation*, § 261.21[2][b].

Landlord and Tenant; Eviction Action; Appeal. When the tenant did not challenge the trial court’s finding of fact that the property was being used for *both* commercial and residential purposes, the court of appeals had no jurisdiction over the issue of possession of the premises under Tex. Prop. Code § 24.007. *Manning v. Williams*, 642 S.W.3d 871, 879 (Tex. App.—Texarkana 2021, no pet.). See Ch. 282, *Landlord and Tenant*, § 282.41[6][c].

Landlord and Tenant; Eviction Action; Notice to Vacate. When the landlord failed to give the tenant a separate, later notice to vacate as Tex. Prop. Code § 24.005(e) requires, it could not maintain an eviction action. *Perry v. Wichita Falls Hous. Auth.*, 646 S.W.3d 908, 913–915 (Tex. App.—Fort Worth 2022, no pet.). See Ch. 282, *Landlord and Tenant*, § 282.120[1][c].

Real Property Taxes; Exhaustion of Administrative Remedies. Exhaustion requires a decision of the *merits* of a protest, so when a protest is simply dismissed because no one appeared on behalf of the taxpayer at

the hearing, the trial court lacks subject matter jurisdiction over a subsequent judicial review action. *Holcim (US) Inc. v. Ellis Cty. Appraisal Dist.*, 642 S.W.3d 840, 846–847 (Tex. App.—Texarkana 2021, no pet.). See Ch. 260, *Real Property Tax Suits*, § 260.04[1][b].

Real Property Taxes; Effect of Foreclosure Sale. When an easement holder also held an option to purchase the entire property, but the property was sold at a tax foreclosure sale, the purchaser acquired the property free and clear under Tex. Tax Code § 34.01(n) and the option was terminated by the tax sale and resulting deed. *Target Corp. v. D&H Props., LLC*, 637 S.W.3d 816, 838–839 (Tex. App.—Houston [14th Dist.] 2021, pet. denied). See Ch. 260, *Real Property Tax Suits*, § 260.03[6][b].

Real Property Taxes; Collection of Taxes. The term “delinquent taxes” in Tex. Tax Code § 6.30(c) permitting taxing unit to hire attorney for collection is not used in its technical meaning of a tax on which a bill has been sent but not paid; instead, it extends to any tax that is overdue in payment for any reason, including its omission from or undervaluation on the tax roll. *Iraan-Sheffield Indep. Sch. Dist. v. Pecos Cty. Appraisal Dist.*, 645 S.W.3d 827, 838–841

(Tex. App.—El Paso 2022, pet. filed). See Ch. 260, *Real Property Tax Suits*, § 260.01[3][a].

Partition; Property Code Chapter 23A. Because the action concerned “heirs’ property,” partition was governed by Property Code Chapter 23A, and any inconsistent provisions of Chapter 23 and Texas Rules of Civil Procedure were displaced; Chapter 23A, however, did not address where the proceeds of the partition should be deposited before distribution, so Tex. R. Civ. P. 770 requiring deposit into the registry of the court before distribution applied. *Rogers v. Coslett*, 646 S.W.3d 1, 9–10 (Tex. App.—Texarkana 2022, no pet.). See Ch. 284, *Partition*, § 284.01[3].

Conveyances; Sale or Gift Deed. When a contract for the conveyance of real estate to one spouse is described as a “sale” of the property, and the deed recites that nominal consideration was paid, the transaction is not a gift and the property acquired is the community property of both spouses and passes to the survivor on the death of the grantee spouse. *Aaron v. Fisher*, 645 S.W.3d 299, 307–308 (Tex. App.—Eastland 2022, no pet.). See Ch. 252, *Real Estate Sales Contracts*, § 252.02[4].

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Revision

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| <input type="checkbox"/> | 72-66.4(1) thru 72-66.4(5) | 72-66.4(1) thru 72-66.4(5) |
| <input type="checkbox"/> | 72-97 thru 72-101 | 72-97 thru 72-101 |

VOLUME 7

Revision

- | | | |
|--------------------------|--------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 101-25 | 101-25 thru 101-26.1 |
| <input type="checkbox"/> | 101-49 thru 101-51 | 101-49 thru 101-51 |
| <input type="checkbox"/> | 101-107 thru 101-111 | 101-107 thru 101-111 |
| <input type="checkbox"/> | 102-41 | 102-41 thru 102-42.1 |

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VOLUME 10

Revision

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|--------------------------|----------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 146-21 thru 146-22.1 | 146-21 thru 146-22.1 |
| <input type="checkbox"/> | 146-41 thru 146-45 | 146-41 thru 146-45 |
| <input type="checkbox"/> | 148-7. | 148-7 thru 148-8.1 |
| <input type="checkbox"/> | 148-63 thru 148-65 | 148-63 thru 148-65 |
| <input type="checkbox"/> | 150-91 | 150-91 thru 150-92.1 |
| <input type="checkbox"/> | 150-163 thru 150-165 | 150-163 thru 150-165 |
| <input type="checkbox"/> | 153-28.1 thru 153-30.1 | 153-29 thru 153-30.1 |
| <input type="checkbox"/> | 153-49 | 153-49 thru 153-50.1 |
| <input type="checkbox"/> | 153-79 thru 153-81 | 153-79 thru 153-81 |

VOLUME 11

Revision

| | | |
|--------------------------|--------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 165-19 thru 165-20.1 | 165-19 thru 165-20.1 |
| <input type="checkbox"/> | 171-17 | 171-17 thru 171-18.1 |

VOLUME 12

Revision

| | | |
|--------------------------|----------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 180-10.1 thru 180-12.1 | 180-11 thru 180-12.1 |
| <input type="checkbox"/> | 180-21 thru 180-22.1 | 180-21 thru 180-22.1 |

VOLUME 13

Revision

| | | |
|--------------------------|------------------------------------|-----------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 200-76.1 thru 200-77 | 200-77 thru 200-78.3 |
| <input type="checkbox"/> | 200A-12.1 thru 200A-18.1 | 200A-13 thru 200A-18.3 |
| <input type="checkbox"/> | 200A-41 | 200A-41 |
| <input type="checkbox"/> | 200A-69 thru 200A-73 | 200A-69 thru 200A-73 |
| <input type="checkbox"/> | 200B-41 | 200B-41 thru 200B-42.1 |
| <input type="checkbox"/> | 203-29 thru 203-30.1 | 203-29 thru 203-30.2(1) |
| <input type="checkbox"/> | 203-98.13 thru 203-98.17 | 203-98.13 thru 203-98.18(1) |
| <input type="checkbox"/> | 203-98.33 thru 203-98.43 | 203-98.33 thru 203-98.43 |

| Check As Done | <i>Remove Old <u>Pages Numbered</u></i> | <i>Insert New <u>Pages Numbered</u></i> |
|------------------------------|---|---|
| <input type="checkbox"/> | 203A-25 thru 203A-26.1 | 203A-25 thru 203A-26.1 |
| <input type="checkbox"/> | 203A-179. | 203A-179 thru 203A-180.1 |

VOLUME 14

Revision

| | | |
|--------------------------|------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 217-43 | 217-43 thru 217-44.1 |
| <input type="checkbox"/> | 220-71 thru 220-73 | 220-71 thru 220-73 |

VOLUME 16

Revision

| | | |
|--------------------------|---------------------|---------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 251-10.1 | 251-10.1 |
| <input type="checkbox"/> | 252-34.7 | 252-34.7 thru 252-34.8(1) |

VOLUME 17

Revision

| | | |
|--------------------------|---------------------------------------|-----------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 254-14.1 thru 254-17 | 254-15 thru 254-18.3 |
| <input type="checkbox"/> | 254-28.11 thru 254-28.17 | 254-28.11 thru 254-28.17 |
| <input type="checkbox"/> | 254-37 thru 254-41 | 254-37 thru 254-42.1 |
| <input type="checkbox"/> | 257-13 | 257-13 thru 257-14.1 |
| <input type="checkbox"/> | 260-7. | 260-7 thru 260-8.1 |
| <input type="checkbox"/> | 260-48.1 | 260-48.1 thru 260-48.2(1) |
| <input type="checkbox"/> | 260-64.1 thru 260-65 | 260-65 thru 260-66.3 |
| <input type="checkbox"/> | 260-94.5 | 260-94.5 thru 260-94.6(1) |
| <input type="checkbox"/> | 260-94.21. | 260-94.21 thru 260-94.22(1) |
| <input type="checkbox"/> | 260-94.31 thru 260-94.36(3) | 260-94.31 thru 260-94.36(3) |
| <input type="checkbox"/> | 261-56.1 thru 261-57 | 261-57 thru 261-58.3 |

VOLUME 18

Revision

| | | |
|--------------------------|----------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 270-25 | 270-25 thru 270-26.1 |
| <input type="checkbox"/> | 271-1 thru 271-107 | 271-1 thru 271-127 |
| <input type="checkbox"/> | 281-12.1 thru 281-18.1 | 281-13 thru 281-17 |
| <input type="checkbox"/> | 281-27 thru 281-28.3 | 281-27 thru 281-28.3 |

| Check As Done | <i><u>Remove Old Pages Numbered</u></i> | <i><u>Insert New Pages Numbered</u></i> |
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| <input type="checkbox"/> | 281-47 thru 281-48.1 | 281-47 thru 281-48.1 |
| <input type="checkbox"/> | 282-14.1 thru 282-16.1 | 282-15 thru 282-16.1 |
| <input type="checkbox"/> | 282-110.1 thru 282-110.7 | 282-110.1 thru 282-110.7 |
| <input type="checkbox"/> | 282-131 thru 282-133 | 282-131 thru 282-134.1 |
| <input type="checkbox"/> | 283-11 | 283-11 thru 283-12.1 |
| <input type="checkbox"/> | 283-41 thru 283-44.4(1) | 283-41 thru 283-44.4(1) |
| <input type="checkbox"/> | 283-83 thru 283-84.1 | 283-83 thru 283-84.1 |
| <input type="checkbox"/> | 284-13 thru 284-16.3 | 284-13 thru 284-16.7 |
| <input type="checkbox"/> | 285-46.11. | 285-46.11 thru 285-46.12(1) |

VOLUME 19

Revision

| | | |
|--------------------------|---|-----------------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 290-28.1 thru 290-30.1 | 290-29 thru 290-30.1 |
| <input type="checkbox"/> | 290-95 thru 290-96.1 | 290-95 thru 290-96.1 |
| <input type="checkbox"/> | 291-40.11 thru 291-40.17 | 291-40.11 thru 291-40.18(1) |
| <input type="checkbox"/> | 291-40.29. | 291-40.29 thru 291-40.31 |
| <input type="checkbox"/> | 293-22.11 thru 293-22.12(1) | 293-22.11 thru 293-22.12(3) |
| <input type="checkbox"/> | 293-37 thru 293-46.3 | 293-37 thru 293-46.3 |
| <input type="checkbox"/> | 293-55 thru 293-56.1 | 293-55 thru 293-56.1 |
| <input type="checkbox"/> | 293-70.13 thru 293-71. | 293-71 thru 293-72.1 |
| <input type="checkbox"/> | 293-97 | 293-97 thru 293-98.1 |
| <input type="checkbox"/> | 293-106.1 thru 293-106.9 | 293-106.1 thru 293-106.11 |
| <input type="checkbox"/> | 293-135 thru 293-136.1 | 293-135 thru 293-136.2(1) |
| <input type="checkbox"/> | 293-136.8(3) thru 293-136.8(5). | 293-136.8(3) thru 293-136.8(6)(a) |
| <input type="checkbox"/> | 294-81 | 294-81 thru 294-82.1 |

VOLUME 19A

Revision

| | | |
|--------------------------|---|-----------------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 302-9 thru 302-10.3 | 302-9 thru 302-10.3 |
| <input type="checkbox"/> | 302-20.5 | 302-20.5 |
| <input type="checkbox"/> | 310-30.2(15) thru 310-30.5. | 310-30.3 thru 310-30.7 |
| <input type="checkbox"/> | 321-29 thru 321-30.11. | 321-29 thru 321-30.12(9) |
| <input type="checkbox"/> | 321-57 thru 321-58.1 | 321-57 thru 321-58.1 |
| <input type="checkbox"/> | 321-92.1 thru 321-94.3 | 321-93 thru 321-94.5 |
| <input type="checkbox"/> | 321-104.1 thru 321-104.2(1) | 321-104.1 thru 321-104.2(1) |
| <input type="checkbox"/> | 321-104.24(9) thru 321-104.24(11) | 321-104.24(9) thru 321-104.24(13) |

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Pages Numbered

VOLUME 20

Revision

| | | |
|--------------------------|------------------------------------|---------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 322-54.13 thru 322-54.23 | 322-54.13 thru 322-54.29 |
| <input type="checkbox"/> | 333-99 thru 333-108.11 | 333-99 thru 333-108.12(3) |
| <input type="checkbox"/> | 333-108.26(1). | 333-108.26(1) |
| <input type="checkbox"/> | 336-21 thru 336-26.5 | 336-21 thru 336-26.5 |

VOLUME 21

Revision

| | | |
|--------------------------|----------------------------------|------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 340-33 thru 340-34.5 | 340-33 thru 340-34.5 |
| <input type="checkbox"/> | 340-48.1 thru 340-50.1 | 340-49 thru 340-50.5 |
| <input type="checkbox"/> | 341-104.1 thru 341-107 | 341-107 thru 341-108.1 |
| <input type="checkbox"/> | 342-27 | 342-27 |
| <input type="checkbox"/> | 343-22.1 thru 343-24.1 | 343-23 thru 343-24.1 |
| <input type="checkbox"/> | 345-48.1 thru 345-49 | 345-49 thru 345-50.5 |
| <input type="checkbox"/> | 345-94.1 thru 345-95 | 345-95 thru 345-96.3 |

VOLUME 22

Revision

| | | |
|--------------------------|-----------------------------------|--------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 360A-11 thru 360A-13. | 360A-11 thru 360A-14.1 |
| <input type="checkbox"/> | 360A-42.7 thru 360A-42.9. | 360A-42.7 thru 360A-42.9 |
| <input type="checkbox"/> | 362-69 thru 362-71 | 362-69 thru 362-72.1 |
| <input type="checkbox"/> | 362-82.1 thru 362-86.1 | 362-83 thru 362-86.3 |
| <input type="checkbox"/> | 363-55 | 363-55 |
| <input type="checkbox"/> | 370-11 thru 370-14.1 | 370-11 thru 370-14.1 |

VOLUME 23

Revision

| | | |
|--------------------------|----------------------------------|------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 372-8.1 thru 372-9 | 372-9 thru 372-10.1 |
| <input type="checkbox"/> | 372-108.1 thru 372-111 | 372-109 thru 372-112.3 |
| <input type="checkbox"/> | 372-127 | 372-127 thru 372-128.1 |
| <input type="checkbox"/> | 373-19 thru 373-21 | 373-19 thru 373-22.1 |

| Check As Done | <i>Remove Old <u>Pages Numbered</u></i> | <i>Insert New <u>Pages Numbered</u></i> |
|------------------------------|---|---|
| <input type="checkbox"/> | 373-37 thru 373-39 | 373-37 thru 373-40.1 |
| <input type="checkbox"/> | 373-49 thru 373-51 | 373-49 thru 373-52.1 |
| <input type="checkbox"/> | 373-63 thru 373-64.7 | 373-63 thru 373-64.9 |
| <input type="checkbox"/> | 374-15 thru 374-20.5 | 374-15 thru 374-20.5 |
| <input type="checkbox"/> | 380-25 thru 380-28.1 | 380-25 thru 380-28.1 |
| <input type="checkbox"/> | 381-13 thru 381-23 | 381-13 thru 381-24.1 |
| <input type="checkbox"/> | 381-39 thru 381-48.1 | 381-39 thru 381-48.1 |
| <input type="checkbox"/> | 381-137 thru 381-139 | 381-137 thru 381-140.1 |

VOLUME 24

Revision

| | | |
|--------------------------|------------------------------|--------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 390-11 thru 390-21 | 390-11 thru 390-21 |

VOLUME 25

Revision

| | | |
|--------------------------|--------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 423-14.1 thru 423-15 | 423-15 thru 423-16.1 |
| <input type="checkbox"/> | 423-29 thru 423-30.3 | 423-29 thru 423-30.3 |
| <input type="checkbox"/> | 423-51 thru 423-53 | 423-51 thru 423-53 |
| <input type="checkbox"/> | 424-33 thru 424-35 | 424-33 thru 424-35 |

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