

PUBLICATION UPDATE

Route to: _____ _____ _____ _____
 _____ _____ _____ _____

Dorsaneo, Texas Litigation Guide

Publication 719 Release 104

March 2012

HIGHLIGHTS

HIGHLIGHTS

- This release updates *Texas Litigation Guide* with recent legislation from the 2011 special session of the Texas state legislature, recent Texas Supreme Court and court of appeals cases, and other significant developments in Texas law since Release 103. Some of the significant developments incorporated in this release are summarized below.
- DORSANEO, TEXAS LITIGATION GUIDE (USPS 018-383) is published quarterly for \$3,463 by Matthew Bender & Co., Inc. 1275 Broadway, Albany, N.Y. 12204-2694. Periodical postage is paid at Albany, N.Y. and at additional mailing offices. POSTMASTER: Send address changes to DORSANEO, TEXAS LITIGATION GUIDE, 136 Carlin Rd., Conklin, N.Y. 13748-1531.

**Pretrial, Trial, and Appellate Practice
Unsworn Declarations Under Penalty
of Perjury Now Permitted in Lieu of
Affidavits, Verifications, and Other**

Sworn Documents. The forms and discussion in several chapters throughout the *Texas Litigation Guide* have been revised in light of the 2011 amendment to Tex. Civ. Prac. & Rem. Code § 132.001 [Acts 2011, 82d Leg., R.S., ch. 847 (H.B. 3674), § 1], effective September 1, 2011, which now permits a party to use an unsworn declaration under penalty of perjury, in the language set out in the statute, in lieu of any otherwise-required affidavit or verification. *See, e.g.,* Ch. 11, *Plaintiff's Original Petition*, Ch. 31, *Service on Residents*, Ch. 50, *Injunction*, Ch. 60, *Special Appearance*, Ch. 61, *Venue*, Ch. 70, *Answer*, Ch. 95, *Written Interrogatories*, and Ch. 101, *Summary Judgment*, among other chapters.

Dominant Jurisdiction. This release includes discussion of *In re Coronado Energy E&P Co.*, 341 S.W.3d 479, 481-482 (Tex. App.—San Antonio 2011, no pet. h.), and *In Re ExxonMobil Production Company*, 340 S.W.3d 852, 856 (Tex. App.—San Antonio 2011, no pet. h.), in which the courts of appeals held that when similar actions are filed in different courts, the first

court has dominant jurisdiction even though the exact issues and all the parties are not joined in the first action before the second is filed, provided that the claim in the first suit may be amended to join all necessary and proper parties and issues. See Ch. 2, *Jurisdiction of Texas Courts*, § 2.01[6].

Misnomer in Pleadings. This discussion in Ch. 12, *Pleading the Parties*, has been updated to include *Barth v. Bank of America, N.A.*, 54 Tex. Sup. Ct. J. 1771 (Tex. 2011), in which the Texas Supreme Court held that if a misnomer in a pleading is not in fact misleading and the parties understand to whom the misnomer refers, courts generally allow parties to correct the misnomer (see § 12.02[4]).

Corporation's Contacts Not Imputed to Successor for Jurisdictional Purposes. In *Motor Components, LLC v. Devon Energy Corp.*, 338 S.W.3d 198, 204–205 (Tex. App.—Houston [14th Dist.] 2011, no pet. h.), the court of appeals held that a corporation's jurisdictional contacts are not imputed automatically to a nonresident that succeeds to the corporation's contract rights. See Ch. 32, *Personal Jurisdiction*, § 32.06[1][b].

Impact of Fraudulent Concealment on Statutes of Limitation. The Texas Supreme Court's decision in *BP America Prod. Co. v. Marshall*, 342 S.W.3d 59, 67–68 (Tex. 2011), discussing the distinctions between the discovery rule and the doctrine of fraudulent concealment, has been incorporated into Ch. 72, *Limitation of Actions* (see § 72.04[1][a]).

Disqualification and Recusal of Judges. Ch. 110A, *Disqualification of Judge or Counsel*, has been updated in light of 2011 revisions to Texas Civil Procedure Rules 18a and 18b, setting out new, more detailed procedures for disqualification or

recusal of judges (see § 110A.03[2][a]). Also, the discussion of imputed disqualification through nonlawyer employees has been updated to include the Texas Supreme Court's decision in *In re Guaranty Ins. Servs., Inc.*, 343 S.W.3d 130, 134 (Tex. 2011) (see § 110.11[5]).

Declaratory Relief Not Available to Impose Retrospective Liability on Governmental Entities. This release includes discussion of *City of Dallas v. Albert*, 54 Tex. Sup. Ct. J. 1609 (Tex. 2011), in which the Texas Supreme Court held that declaratory relief is not available against city officials to impose retrospective contractual liabilities because such suits violate sovereign immunity. See Ch. 45, *Declaratory Relief*, § 45.04[5].

Personal Injury and Tort Litigation

Slip-and-Fall Case Can Be a Health Care Liability Claim. Ch. 321, *Medical Malpractice*, has been revised to reflect the Texas Supreme Court's recent decision in *St. David's Healthcare P'ship, L.P. v. Esparza*, 54 Tex. Sup. Ct. J. 1769, 1770–1771 (Tex. 2011) (per curiam), holding that a claim that a patient slipped on gel that fell to the floor during a medical procedure is a health care liability claim subject to the statutory provisions limiting such claims, and cannot be characterized as a claim of ordinary negligence or premises liability, because the proper use and disposal of the gel was an inseparable component of the care provided to the patient (see § 321.02[2]).

Application of Economic Loss Rule. Ch. 290, *Negligence*, has been revised to reflect the Texas Supreme Court's recent decision in *Sharyland Water Supply Corp. v. City of Alton*, 55 Tex. Sup. Ct. J. 46 (Tex. 2011), which addressed the application of the economic loss rule in negligence actions when there is no contract between the

parties. Though the Court found that the plaintiff had suffered property damage and not mere economic loss, the Court strongly suggested that the economic loss rule should apply in only two contexts: (1) product liability cases in which the rule precludes recovery of tort damages when the only harm suffered by the claimant is the loss of the product itself; and (2) negligence cases in which the loss is also the subject matter of a contract between the parties, so that only contract remedies are available to the claimant (*see* § 290.04[1]).

Dismissals and Interlocutory Appeals in Claims Against Public Entities. Ch. 293, *Claims Against Governmental Entities*, and Ch. 153, *Accelerated Appeals*, have been revised to reflect the Texas Supreme Court's recent decision in *Austin State Hosp. v. Graham*, 54 Tex. Sup. Ct. J. 1772, 1773–1774 (Tex. 2011) (per curiam), which construed the election of remedies provision of the Tort Claims Act, Tex. Civ. Prac. & Rem. Code § 101.106. The Court held that: (1) when a government unit and its employees are both named defendants, and the unit files a motion to dismiss the employees, the right to dismissal attaches immediately, and a subsequent nonsuit of the unit by the claimant has no effect on the right to dismissal; and (2) although the statute permitting interlocutory appeal states that the employee may appeal the denial of a “motion for summary judgment” based on immunity, Tex. Civ. Prac. & Rem. Code § 51.014(a)(5), the right to appeal turns on the substance of the immunity defense, not the procedural vehicle by which the defense is raised (*see* §§ 153.02[1][b][iv], 293.16[3][a][ii], [v]).

New Statutory Limits on Tort Actions Arising from Greenhouse Gas Emissions. Ch. 311, *Nuisance*, and Chapter 280, *Adjoining Landowners*, have been revised to reflect the adoption of Water Code Sec-

tion 7.257 in the 2011 legislative session. Under this statute, a person who is subject to potential liability for nuisance or trespass arising from greenhouse gas emissions has an affirmative defense if the person's actions were authorized by a rule, permit, order, license, certificate, registration, approval, or other form of authorization issued by the Texas Commission on Environmental Quality (TCEQ) or the federal government, and: (1) the person was in substantial compliance with that authorization while the alleged nuisance or trespass was occurring; or (2) TCEQ or the federal government exercised enforcement discretion in connection with the actions that resulted in the alleged nuisance or trespass (*see* §§ 311.03[5], 280.02[1]).

Workers' Compensation and Insurance Litigation

Applicability of Duty of Good Faith and Unfair Settlement Practice Statute to Workers' Compensation Claims. Ch. 340, *Workers' Compensation*, and Ch. 345, *Unfair Insurance Practices*, have been revised to reflect the Texas Supreme Court's recent decision in *Texas Mut. Ins. Co. v. Ruttiger*, 54 Tex. Sup. Ct. J. 1642, 1653–1654 (Tex. 2011), which involved alleged violations of both the Insurance Code and the common law duty of good faith and fair dealing in the handling of a claim for workers' compensation benefits. The court held that the Workers' Compensation Act's “provisions for dispute resolution and remedies for failing to comply with those provisions in the workers' compensation context are exclusive” of conflicting provisions of the Insurance Code, so that claims for unfair settlement practices in violation of Insurance Code Section 541.060 or Section 542.003 are not available. In addition, a plurality of the court was prepared to overrule *Aranda v. Insurance Co. of N. Am.*, 748 S.W.2d 210 (Tex.

1988), and eliminate the common law duty of good faith and fair dealing in the worker's compensation context (*see* §§ 340.43, 345.03[3][b], 345.15[3]).

Scope of Lifetime Income Benefits in Workers' Compensation Claims. Ch. 340, *Workers' Compensation*, has also been revised to reflect the Texas Supreme Court's decision in *Insurance Co. of State of Penn. v. Muro*, 54 Tex. Sup. Ct. J. 1716, 1719–1723 (Tex. 2011), which interpreted the lifetime income benefits provision of Tex. Lab. Code § 408.161 and held that a claimant is entitled to benefits only when a listed impairment results from an injury to the specific body part listed by the statute, so that the loss of the use of the claimant's feet was not covered when the impairment resulted from an injury to the claimant's hip and back, not from any injury to the feet (*see* § 340.10[5]).

Effect of "Lining Through" Language in Standard Insurance Policy Forms. Ch. 343, *Property Insurance*, has been revised to reflect the Texas Supreme Court's recent decision in *Houston Exploration Co. v. Wellington Underwriting Agencies, Ltd.*, 54 Tex. Sup. Ct. J. 1683, 1688–1691 (Tex. 2011), holding that when deletions from standard form policies are indicated by "lining through" or "crossing out" the pre-printed language rather than deleting it in its entirety, the deleted provision may express the parties' intent to strike the coverage, exclusion, or other clause from the policy, provided that the "lining through" practice is part of the established negotiation process for coverage (*see* § 343.04).

Business and Commercial Litigation

Securities Class Actions. Ch. 171, *Securities Fraud*, has been updated to include discussion of the United States Supreme Court's decision in *Erica P. John Fund, Inc. v. Halliburton Co.*, ___ U.S. ___, 131

S. Ct. 2179, 2185–2187, 180 L. Ed. 2d 24 (2011), which held that plaintiffs in a private securities fraud action based on violations of § 10(b) of the Securities Exchange Act and Rule 10b-5 need not prove loss causation (*i.e.*, a causal connection between the material misrepresentation and the investors' resulting economic loss) in order to obtain class certification. Loss causation is not a precondition for invoking the rebuttable presumption of reliance based on a fraud-on-the-market theory, *i.e.*, that the market price of shares traded on well-developed markets reflects all publicly available information and, hence, any material misrepresentations (*see* § 171.06[4][a][v]).

Standard for Determining "Shareholder Oppression." Ch. 160A, *Corporate Management*, has been revised to reflect *Ritchie v. Rupe*, 339 S.W.3d 275, 289, 294 (Tex. App.—Dallas 2011, pet. denied), in which a Texas court of appeals held that, in deciding whether conduct rises to the level of shareholder oppression, a court must exercise caution, balancing the minority shareholder's reasonable expectations against the corporation's need to exercise its business judgment and run its business efficiently. Proving conduct that constitutes shareholder oppression does not require a showing of fraud, illegality, mismanagement, wasting of assets, or deadlock, although these factors are frequently present (*see* § 160A.01[2][b]).

Effect of Plaintiff's Nonsuit on Award of Attorney's Fees in Breach of Contract Claim. The Texas Supreme Court's recent decision in *Epps v. Fowler*, 54 Tex. Sup. Ct. J. 1759, 1763–1764 (Tex. 2011) has been added to Ch. 22, *Attorney's Fees*, and Ch. 131, *Judgment*. In this case, the court clarified the law concerning when a defendant is considered a prevailing party (for purposes of an award of attorney's fees in a

breach of contract action) after the plaintiff nonsuits (*see* §§ 22.20[2][a][i], 131.05[7]).

Effect of Merger Clause on Fraud Action. Ch. 210A, *Contracts*, has been revised to reflect *Italian Cowboy Partners v. Prudential Ins.*, 341 S.W.3d 323, 330 (Tex. 2011), in which the Texas Supreme Court has clarified that agreeing to a merger clause does not waive the right to sue for fraud if a party later discovers that the representations it relied on in signing the contract were fraudulent (*see* § 210A.29[1][a]).

Best Efforts Provision in Contract. Ch. 210A, *Contracts*, has been revised to reflect *Kevin M. Ehringer Enters. v. McData Servs. Corp.*, 646 F.3d 321, 326 (5th Cir. [Tex.] 2011), and *Hoffman v. L & M Arts*, 774 F. Supp. 2d 826, 833 (N.D. Tex. 2011), two federal cases interpreting Texas contract law, which held that promises to exercise “best efforts” are enforceable only if they set a goal or guideline against which best efforts may be measured (*see* § 210A.05[1][b]).

Effect of Contract Recitals. Ch. 210A, *Contracts*, has also been revised to reflect *Furmanite Worldwide, Inc. v. Nextcorp, Ltd.*, 339 S.W.3d 326, 336 (Tex. App.—Dallas 2011, no pet. h.), in which a Texas court of appeals held that recitals in a contract are not strictly part of the contract and do not control the contract’s operative phrases, unless the contract’s operative provisions are ambiguous. Recitals that are broader than the contract stipulations do not extend these stipulations (*see* § 210A.24).

Effect of Belief in Apparent Agent’s Authority. Ch. 216, *Agency*, has been updated to reflect the Texas court of appeals decision in *Reliant Energy Servs. v. Cotton Valley*, 336 S.W.3d 764, 783 (Tex. App.—Houston [1st Dist.] 2011, no pet. h.), which

held that a third party’s good faith belief that the person with whom it is dealing is the agent of another is not enough in itself to bind the purported principal (*see* § 216.04[2][b]).

Attorney’s Fees in Holder’s Action Against Drawer of Dishonored Check. Ch. 230, *Negotiable Instruments*, has been revised to reflect the court of appeals decision in *1/2 Price Checks Cashed v. United Auto.*, 344 S.W.3d 378, 385–386, 388 (Tex. 2011), which held that because a suit under Tex. Bus. & Com. Code § 3.414(b) on a dishonored check is a suit on a contract, whether brought by a holder or a payee, the general statute allowing a claimant to recover attorney’s fees in a suit on a contract applies (*see* § 230.06[3][a][ii]).

Scope of Required Notice of Change in Credit Terms. Ch. 233, *Credit Disclosures*, has been updated to reflect the U.S. Supreme Court decision in *Chase Bank USA, N.A. v. McCoy*, ___ U.S. ___, 131 S. Ct. 871, 875, 178 L. Ed. 2d 716 (2011), which held that although notice of a change in credit terms generally must be provided by a credit card issuer 15 days in advance of the effective date of the change, when a periodic rate or other finance charge is increased because of the consumer’s delinquency or default, notice need only be given before the effective date of the change (*see* § 233.01[4][d]).

Effect of Patent Application on Asserted Trade Secret. Ch. 200, *Trade Secrets, Trademarks, and Unfair Competition*, has been updated to reflect the 5th Circuit’s opinion in *Tewari De-Ox Systems v. Mountain States/Rosen*, 637 F.3d 604, 611–614 (5th Cir. [Tex.] 2011), which held that although a published patent application destroys the secrecy of its contents for trade secret purposes, a plaintiff may have a protectable interest in unique combinations

of technologies or processes disclosed in the application (*see* § 200.02[2][b][ii]).

Employment Litigation

Covenants Not to Compete. Ch. 201, *Covenants Not to Compete*, has been revised to reflect the Texas Supreme Court's decision in *Marsh USA, Inc. v. Cook*, 54 Tex. Sup. Ct. J. 1234 (Tex. 2011), in which the court broadly interpreted the scope of "otherwise enforceable agreements" that are legally sufficient to allow enforcement of an employee's covenant not to compete with his or her former employer (*see* § 201.02[3]).

Standard for Disparate Treatment Class Actions. The United States Supreme Court has held that the mere claim by employees of the same company that they have suffered a Title VII injury gives no cause to believe that all of their claims can productively be litigated in a class action. Their claims must depend on a common contention, e.g., the assertion of discriminatory bias by the same supervisor, and this common contention must be of such a nature that it is capable of classwide resolution, which means that the determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke. *Wal-Mart Stores, Inc. v. Dukes*, ___ U.S. ___, 131 S. Ct. 2541, 2551, 180 L. Ed. 2d 374 (2011); *see* § 203A.05[3].

Other Case Law Developments in Employment Discrimination Law. Ch. 203A, *Employment Litigation*, has also been revised to reflect the following recent cases:

- *Thompson v. North American Stainless, LP*, ___ U.S. ___, 131 S. Ct. 863, 867–868, 178 L. Ed. 2d 694 (2011), in which the United States Supreme Court has held that an employer's alleged act of firing an employee in retaliation

against the employee's fiancé, who also worked for the employer, for filing a charge of discrimination, if proved, would constitute unlawful retaliation under Title VII, because a reasonable employee might be dissuaded from engaging in protected activity if the employee knew that his or her fiancé would be fired (*see* § 203A.08[2][b]).

- *Hernandez v. Yellow Transp., Inc.*, 641 F.3d 118, 128–129 (5th Cir. [Tex.] 2011), in which the Fifth Circuit held that a Caucasian employee who has a personal relationship with minority workers against whom the employer has discriminated may be considered to be a member of a protected class for purposes of pursuing a hostile work environment claim, but mere association with these minority workers is insufficient (*see* § 203A.04[3]).
- *Black v. Pan American Laboratories, L.L.C.*, 646 F.3d 254, 263–264 (5th Cir. [Tex.] 2011), in which the Fifth Circuit held that the statutory damages cap under Title VII applies to each party in the action, and not to each claim (*see* § 203A.10[1][a]).
- *Texas Dept. of Transp. v. Esters*, 343 S.W.3d 226, 230 (Tex. App.—Houston [14th Dist.] 2011, no pet. h.), in which a Texas court of appeals held that an employee's attempt to amend the original charge of racial discrimination filed with the EEOC to add another claim after the EEOC has completed its investigation and issued a right-to-sue letter is ineffective as a matter of law (*see*

§ 203A.09[3][c]).

Real Estate Litigation

Applicability of Deceptive Trade Practices Act to Real Estate Brokers. Ch. 253, *Agents and Brokers*, has been revised to reflect statutory changes made in the 2011 legislative session that exempt the conduct of real estate brokers or salespersons from the coverage of the DTPA unless the action concerns [Tex. Bus. & Com. Code § 17.49(i)]: (1) an express misrepresentation of a material fact that cannot be characterized as advice, judgment, or opinion; (2) a failure to disclose information in violation of Tex. Bus. & Com. Code § 17.46(b)(24); or (3) an unconscionable action or course of conduct that cannot be characterized as advice, judgment, or opinion. This legislation became effective on May 28, 2011, and applies only to a claim arising from an act or omission of a licensee that occurs on or after that date [Acts 2011, 82d Leg., R.S., ch. 189, §§ 2, 3] (*see* § 253.42).

Legislation Affecting Indemnity Provisions in Construction Contracts. Ch. 291, *Proportionate Responsibility; Contribution and Indemnity*, and Ch. 270, *Construction Contracts*, have been revised to reflect the adoption of Chapter 151 of the Insurance Code in the 2011 legislative session. This legislation became effective on January 1, 2012, and applies to certain construction contracts entered into on or after that date [Acts 2011, 82d Leg., R.S., ch. 1292, §§ 3, 4; *see* Tex. Ins. Code § 151.104(b) (exclusions from coverage of Chapter 151)]. The apparent purpose of Chapter 151 is to preclude an owner or general contractor from extracting an indemnity agreement (or an additional insured clause) that has the effect of indemnifying the owner or contractor for that party's own negligence or fault. As so interpreted, the statute over-

rules the prior approach in which an indemnity agreement could apply to the indemnitee's own negligence, provided that the fair notice requirements of the express negligence doctrine and conspicuousness were established (*see* §§ 291.05[1][b], 270.41[1]).

Appeals in Eviction Cases. Ch. 282, *Landlord and Tenant*, has been revised to reflect statutory changes made in the 2011 legislative session that authorize an appeal from a final judgment of any court in an eviction suit regardless of the nature or extent of the relief awarded [Tex. Prop. Code § 24.007(b)]. This legislation replaces the former law that a county court's eviction judgment could not be appealed on the issue of possession unless the premises were being used for residential purposes only. This change in law became effective on January 1, 2012, and applies to an appeal of a final judgment rendered on or after that date [see Acts 2011, 82d Leg., 1st C.S., ch. 3, § 2.02(b)]. Accordingly, the date the judgment as to eviction was rendered controls, not the date the eviction proceeding was commenced (*see* § 282.41[6][c]).

Texas Supreme Court Decisions Regarding Real Estate, Eminent Domain, Construction, Oil and Gas Law. The publication has been updated throughout to reflect the following recent Texas Supreme Court decisions:

- Ch. 261, *Condemnation*, has been revised to reflect *Texas Rice Land Partners, Ltd. v. Denbury Green Pipeline-Texas*, 54 Tex. Sup. Ct. J. 1732, 1737–1739 (Tex. 2011), which held that: (1) when a purported utility or common carrier exercises the power of eminent domain, the entity must establish that it meets the statutory requirements as a utility or common car-

rier if that status is disputed by the condemnee; and (2) a permit from the state that issued as a matter of course is evidence of the entity's status, but it is not conclusive when challenged (*see* § 261.01[3][b]).

- Ch. 270, *Construction Contracts*, and Ch. 293, *Claims Against Governmental Entities*, have been revised to reflect *City of Dallas v. Albert*, 54 Tex. Sup. Ct. J. 1609, 1611–1612 (Tex. 2011), which clarified the court's earlier decision in *Reata Constr. Co. v. City of Dallas*, 197 S.W.3d 371 (Tex. 2006), that when a governmental entity asserts claims for affirmative relief on a contract, the entity does not have immunity from suit as to offsetting claims that are germane to, connected with, and properly defensive to the entity's claims. The more recent case makes it clear that *Reata* is a decision as to the scope of immunity, and that a government entity does not "waive" its immunity by asserting claims for relief. A non-suit of the entity's claims therefore does not revive immunity or deprive the trial court of jurisdiction over *Reata* claims under immunity doctrines; instead, it provides a defense to the merits of the opposing party's claims (*see* §§ 270.01[5][c], 270.10[1], 293.01[1A]).
- Ch. 283, *Oil and Gas Leases*, has been revised to reflect *Lesley v. Veterans Land Bd.*, 54 Tex. Sup. Ct. J. 1705, 1712–1715 (Tex. 2011), which reaffirmed that the holder of the executive right to lease owes a duty of the utmost

good faith to nonparticipating royalty interest owners. The Court also held that a developer of a residential subdivision breached this duty by conveying individual lots with restrictive covenants precluding all mineral development, and rejected the argument that a breach requires that the right holder benefit unfairly to the detriment of the other interest owners (*see* § 283.03[3]).

- Ch. 280, *Adjoining Landowners*, and Ch. 311, *Nuisance*, have been revised to reflect *Barnes v. Mathis*, 55 Tex. Sup. Ct. J. 63 (Tex. 2011) (*per curiam*), holding that whether conditions on adjoining land constitute a nuisance is a fact question for resolution by the jury, and may be resolved as a matter of law only when both the scope and extent of the conditions on the ground, and the defendant's responsibility for creating those conditions are undisputed (*see* §§ 280.13[4][a], 311.02[2]).
- Ch. 251, *Trespass to Try Title*, Ch. 257, *Suit to Quiet Title*, and Ch. 280, *Adjoining Landowners*, have been revised to reflect *Tex. Parks & Wildlife Dep't v. Sawyer Trust*, 54 Tex. Sup. Ct. J. 1621, 1623–1625 (Tex. 2011), in which plaintiff sought a declaratory judgment that a state agency erred in finding a stream was navigable and therefore owned by state. The Texas Supreme Court held that: (1) the action sought a determination of title, and therefore had to be brought as a trespass to try title action and the state agency retained sovereign immunity; and (2) because the action was not a

boundary dispute, Tex. Civ. Prac. & Rem. Code § 37.004(c) was inapplicable and declaratory relief and attorney's fees were unavailable (*see* §§ 251.01[2][b], 251.04[1], [4][b], 251.05[1], 257.01[3][b], [4], 280.01[2], [3][d]).

- Ch. 280, *Adjoining Landowners*, and Ch. 283, *Oil and Gas Leases*, have been revised to reflect *FPL Farming Ltd. v. Environmental Processing Sys., L.C.*, 54 Tex. Sup. Ct. J. 1744, 1747–1750 (Tex. 2011), which held that to the extent that trespass liability for subsurface damage is permitted, the fact that an adjoining landowner had a permit to construct and operate the wastewater injection well that allegedly caused the damage does not preclude liability (*see* §§ 280.02[1], 283.01[1]).
- Ch. 255, *Real Property Security Interests*, has been revised to reflect *Hemyari v. Stephens*, 55 Tex. Sup. Ct. J. 59 (Tex. 2011) (per curiam), which held that when a federal bankruptcy court conditionally lifted the automatic stay to permit a foreclosure sale “on August 1, 2000,” the lower courts erred in voiding a sale that took place in early September, because the only reasonable interpretation of the order was that the sale could occur on or after the date specified (*see* § 255.03[4][b]).

Family Law Proceedings

Child Support Based on Earning Potential. In Ch. 371A, *Child Support*, the discussion of an obligor's intentional unemployment or underemployment has been revised in light of the Texas Supreme

Court's decision in *Iloff v. Iloff* [339 S.W.3d 74 (Tex. 2011)]. In *Iloff*, the court disapproved of holdings from twelve Texas courts of appeals, and held that when a child support obligor is intentionally unemployed or underemployed, the trial court may calculate child support based on the obligor's earning potential, rather than actual earnings, even if there is no evidence that the obligor is unemployed or underemployed for the purpose of avoiding child support (*see* § 371A.03[3][b][iii]).

Probate Proceedings

Determination of Undue Influence. Ch. 392, *Admitting Wills to Probate*, has been revised to reflect *In re Estate of Johnson*, 340 S.W.3d 769, 784 (Tex. App.—San Antonio 2011, pet. dismissed), in which a court of appeals held that evidence of a reasonable explanation for an unnatural disposition does not by itself prevent a jury from finding undue influence. When such evidence is presented, the jury must determine which explanation should be given more weight and which explanation is more credible (*see* § 392.08[7][c][ii]).

Attorney-Client Relations

No Recovery of Fees by Attorney When Client Obtained Only Injunctive Relief. This release includes discussion of *U.S. Denro Steels, Inc. v. Lieck*, 342 S.W.3d 677, 684–686 (Tex. App.—Houston [14th Dist.] 2011, pet. denied), in which the court of appeals held that, without any contractual provision to the contrary, an attorney could not recover any attorney's fees under a contingency fee contract when the client obtained only a temporary injunction. *See* Ch. 3, *Professional Responsibility*, § 3.04[2][c].

Interpretation of Fee Agreement. This release reflects the holding in *Anglo-Dutch Petroleum Int'l, Inc. v. Greenberg Peden, P.C.*, 54 Tex. Sup. Ct. J. 1669 (Tex. 2011),

in which the Texas Supreme Court held that a court should construe a contract between a client and a lawyer as a reasonable person in the circumstances of the client would have construed it. See Ch. 3, *Professional Responsibility*, § 3.04[2][c].

Matthew Bender provides continuing customer support for all its products:

- **Editorial assistance**—please consult the “Questions About This Publication” directory printed on the copyright page;
- **Customer Service**—missing pages, shipments, billing or other customer service matters (1-800-833-9844).
- **Outside the United States and Canada**, (518) 487-3000, or fax (518) 487-3584;
- **Toll-free ordering** (1-800-223-1940).



www.lexis.com

**Copyright © 2012 Matthew Bender & Company, Inc., a member of the LexisNexis Group.
Publication 719, Release 104, March 2012**

LexisNexis, the knowledge burst logo, and Michie are trademarks of Reed Elsevier Properties Inc., used under license. Matthew Bender is a registered trademark of Matthew Bender Properties Inc.

FILING INSTRUCTIONS

DORSANEO, TEXAS LITIGATION GUIDE

Publication 719 Release 104

March 2012

Check As Done

- 1. Check the Title page in the front of your present Volume 1. It should indicate that your set is filed through Release Number 103. If the set is current, proceed with the filing of this release. If your set is not filed through Release Number 103, DO NOT file this release. Please call Customer Services at 1-800-833-9844 for assistance in bringing your set up to date.
- 2. This release consists of 2 packages:
 - Package 1 contains White Revision pages for volumes 1 thru 13
 - Package 2 contains White Revision pages for volumes 14 thru 26
- 3. Circulate the "Publication Update" among those individuals interested in the contents of this release.

Check
As
Done

Remove Old
Pages Numbered

Insert New
Pages Numbered

For faster and easier filing, all references are to right-hand pages only.

VOLUME 1

Revision

<input type="checkbox"/>	Title page thru xv	Title page thru xiii
<input type="checkbox"/>	1-7 thru 1-19	1-7 thru 1-19
<input type="checkbox"/>	1-32.1 thru 1-51.	1-33 thru 1-52.1
<input type="checkbox"/>	1-61 thru 1-63	1-61 thru 1-63
<input type="checkbox"/>	1A-13	1A-13 thru 1A-14.1
<input type="checkbox"/>	2-3.	2-3 thru 2-4.1
<input type="checkbox"/>	2-13 thru 2-63	2-13 thru 2-61
<input type="checkbox"/>	3-41 thru 3-42.1.	3-41 thru 3-42.1
<input type="checkbox"/>	3-71 thru 3-93	3-71 thru 3-81
<input type="checkbox"/>	3-121.	3-121
<input type="checkbox"/>	3-131 thru 3-133	3-131 thru 3-133
<input type="checkbox"/>	11-29 thru 11-32.1.	11-29 thru 11-32.1
<input type="checkbox"/>	11-39 thru 11-59	11-39 thru 11-55
<input type="checkbox"/>	12-7 thru 12-15	12-7 thru 12-15
<input type="checkbox"/>	12-87 thru 12-93	12-87 thru 12-93
<input type="checkbox"/>	14-11 thru 14-13	14-11 thru 14-14.1

VOLUME 2

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	21-17 thru 21-35	21-17 thru 21-36.1
<input type="checkbox"/>	21-50.1 thru 21-50.5.	21-50.1 thru 21-50.5
<input type="checkbox"/>	21-87 thru 21-93	21-87 thru 21-93
<input type="checkbox"/>	21A-19 thru 21A-25.	21A-19 thru 21A-26.1
<input type="checkbox"/>	21A-41.	21A-41
<input type="checkbox"/>	22-7 thru 22-9	22-7 thru 22-9
<input type="checkbox"/>	22-21 thru 22-23	22-21 thru 22-24.1
<input type="checkbox"/>	22-61 thru 22-69	22-61 thru 22-70.1
<input type="checkbox"/>	22-109 thru 22-110.1	22-109 thru 22-110.1
<input type="checkbox"/>	30-17.	30-17 thru 30-18.1
<input type="checkbox"/>	30-31.	30-31
<input type="checkbox"/>	30-43 thru 30-47	30-43 thru 30-47
<input type="checkbox"/>	31-3 thru 31-53	31-3 thru 31-49
<input type="checkbox"/>	31-63 thru 31-111	31-63 thru 31-99
<input type="checkbox"/>	32-5 thru 32-11	32-5 thru 32-11
<input type="checkbox"/>	32-28.1 thru 32-29	32-29 thru 32-30.1
<input type="checkbox"/>	32-39 thru 32-41	32-39 thru 32-42.1
<input type="checkbox"/>	32-49.	32-49

Check As Done	<i>Remove Old <u>Pages Numbered</u></i>	<i>Insert New <u>Pages Numbered</u></i>
<input type="checkbox"/>	32-60.1 thru 32-73	32-61 thru 32-74.5
<input type="checkbox"/>	32-83 thru 32-107	32-83 thru 32-105
<input type="checkbox"/>	32-125 thru 32-133	32-125 thru 32-133

VOLUME 3

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	40-17 thru 40-25	40-17 thru 40-23
<input type="checkbox"/>	40-49.	40-49
<input type="checkbox"/>	40-59 thru 40-61	40-59 thru 40-61
<input type="checkbox"/>	40-77.	40-77
<input type="checkbox"/>	40-91 thru 40-103.	40-91 thru 40-99
<input type="checkbox"/>	40-115	40-115
<input type="checkbox"/>	41-21.	41-21
<input type="checkbox"/>	41-43 thru 41-53	41-43 thru 41-49
<input type="checkbox"/>	41-69 thru 41-77	41-69 thru 41-75
<input type="checkbox"/>	41-89 thru 41-99	41-89 thru 41-97
<input type="checkbox"/>	42-61 thru 42-63	42-61 thru 42-63
<input type="checkbox"/>	42-71 thru 42-73	42-71 thru 42-73
<input type="checkbox"/>	42-105	42-105
<input type="checkbox"/>	43-91 thru 43-95	43-91 thru 43-95
<input type="checkbox"/>	44-21 thru 44-34.1	44-21 thru 44-34.1
<input type="checkbox"/>	44-51.	44-51 thru 44-52.1
<input type="checkbox"/>	44-117	44-117
<input type="checkbox"/>	44-133 thru 44-139	44-133 thru 44-140.1
<input type="checkbox"/>	45-7	45-7 thru 45-8.1
<input type="checkbox"/>	45-18.1 thru 45-27	45-19 thru 45-28.1
<input type="checkbox"/>	45-81 thru 45-85	45-81 thru 45-85
<input type="checkbox"/>	46-3 thru 46-5	46-3 thru 46-6.1
<input type="checkbox"/>	46-13 thru 46-23	46-13 thru 46-23
<input type="checkbox"/>	46-41 thru 46-42.1	46-41
<input type="checkbox"/>	46-57 thru 46-66.1	46-57 thru 46-65

VOLUME 4

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	50-2.1 thru 50-5.	50-3 thru 50-5
<input type="checkbox"/>	50-29 thru 50-37	50-29 thru 50-37
<input type="checkbox"/>	50-45 thru 50-76.9	50-45 thru 50-75
<input type="checkbox"/>	50-87 thru 50-89	50-87 thru 50-89

VOLUME 5

**Check
As
Done**

*Remove Old
Pages Numbered*

*Insert New
Pages Numbered*

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	60-3	60-3
<input type="checkbox"/>	60-13 thru 60-45	60-13 thru 60-46.1
<input type="checkbox"/>	61-1 thru 61-5	61-1 thru 61-6.1
<input type="checkbox"/>	61-41 thru 61-53	61-41 thru 61-54.1
<input type="checkbox"/>	61-69 thru 61-83	61-69 thru 61-75
<input type="checkbox"/>	61-95 thru 61-115.	61-95 thru 61-111
<input type="checkbox"/>	70-4.1 thru 70-7.	70-5 thru 70-7
<input type="checkbox"/>	70-37 thru 70-47	70-37 thru 70-45
<input type="checkbox"/>	70-83 thru 70-91	70-83 thru 70-91
<input type="checkbox"/>	70-107 thru 70-147	70-107 thru 70-139
<input type="checkbox"/>	72-11.	72-11 thru 72-12.1
<input type="checkbox"/>	72-59 thru 72-60.2(1)	72-59 thru 72-60.2(1)

VOLUME 6

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	92-9 thru 92-12.1	92-9 thru 92-12.1
<input type="checkbox"/>	92-23 thru 92-24.1	92-23 thru 92-24.2(1)
<input type="checkbox"/>	95-17 thru 95-21	95-17 thru 95-22.1
<input type="checkbox"/>	95-33 thru 95-49	95-33 thru 95-49

VOLUME 7

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	100-7.	100-7
<input type="checkbox"/>	100-19 thru 100-21	100-19 thru 100-21
<input type="checkbox"/>	100-59	100-59
<input type="checkbox"/>	100-77 thru 100-81	100-77 thru 100-79
<input type="checkbox"/>	101-3 thru 101-39.	101-3 thru 101-40.7
<input type="checkbox"/>	101-54.23 thru 101-95.	101-55 thru 101-91
<input type="checkbox"/>	102-17 thru 102-24.1	102-17 thru 102-24.1
<input type="checkbox"/>	103-29	103-29 thru 103-30.1
<input type="checkbox"/>	110A-1 thru 110A-24.3	110A-1 thru 110A-24.3
<input type="checkbox"/>	110A-45 thru 110A-47.	110A-45 thru 110A-48.1
<input type="checkbox"/>	110A-53 thru 110A-81.	110A-53 thru 110A-75
<input type="checkbox"/>	112-19 thru 112-21	112-19 thru 112-22.1

VOLUME 9

Check As Done	<i>Remove Old <u>Pages Numbered</u></i>	<i>Insert New <u>Pages Numbered</u></i>
------------------------------	---	---

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	131-7 thru 131-9	131-7 thru 131-9
<input type="checkbox"/>	131-41 thru 131-46.1	131-41 thru 131-46.3
<input type="checkbox"/>	132-29	132-29
<input type="checkbox"/>	133-77 thru 133-78.1	133-77
<input type="checkbox"/>	133-133 thru 133-135	133-133

VOLUME 10

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	148-15 thru 148-17	148-15 thru 148-17
<input type="checkbox"/>	150-11 thru 150-18.1	150-11 thru 150-17
<input type="checkbox"/>	153-19 thru 153-20.1	153-19 thru 153-20.1

VOLUME 11

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	160A-7 thru 160A-9.	160A-7 thru 160A-10.1
<input type="checkbox"/>	160A-87 thru 160A-113	160A-87 thru 160A-91
<input type="checkbox"/>	162-23	162-23 thru 162-24.1
<input type="checkbox"/>	170-17 thru 170-19	170-17 thru 170-19
<input type="checkbox"/>	171-1.	171-1 thru 171-2.1
<input type="checkbox"/>	171-17 thru 171-22.1	171-17 thru 171-22.1
<input type="checkbox"/>	171-35 thru 171-41	171-35 thru 171-42.1
<input type="checkbox"/>	171-73 thru 171-75	171-73 thru 171-77

VOLUME 12

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	182-1 thru 182-11.	182-1 thru 182-5
<input type="checkbox"/>	182-79	182-79
<input type="checkbox"/>	183-61 thru 183-63	183-61 thru 183-63
<input type="checkbox"/>	190-15	190-15 thru 190-16.1
<input type="checkbox"/>	191-3 thru 191-5	191-3 thru 191-6.1
<input type="checkbox"/>	191-81 thru 191-89	191-81 thru 191-83

VOLUME 13

Revision

Check As Done	<i><u>Remove Old Pages Numbered</u></i>	<i><u>Insert New Pages Numbered</u></i>
<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	200-9 thru 200-34.1	200-9 thru 200-33
<input type="checkbox"/>	200-75 thru 200-81	200-75 thru 200-82.1
<input type="checkbox"/>	200-187 thru 200-197	200-187 thru 200-197
<input type="checkbox"/>	201-1 thru 201-13	201-1 thru 201-13
<input type="checkbox"/>	201-27	201-27
<input type="checkbox"/>	201-37 thru 201-43	201-37 thru 201-43
<input type="checkbox"/>	201-57 thru 201-65	201-57 thru 201-65
<input type="checkbox"/>	203-3 thru 203-5	203-3 thru 203-5
<input type="checkbox"/>	203-39 thru 203-56.1	203-39 thru 203-56.1
<input type="checkbox"/>	203-83 thru 203-93	203-83 thru 203-94.3
<input type="checkbox"/>	203-129 thru 203-139	203-129 thru 203-141
<input type="checkbox"/>	203A-17 thru 203A-69	203A-17 thru 203A-70.11
<input type="checkbox"/>	203A-89 thru 203A-101	203A-89 thru 203A-102.1
<input type="checkbox"/>	203A-137.	203A-137 thru 203A-138.1
<input type="checkbox"/>	203A-142.19 thru 203A-142.21	203A-142.19 thru 203A-142.21
<input type="checkbox"/>	203A-165 thru 203A-177	203A-165 thru 203A-179
<input type="checkbox"/>	205-67 thru 205-71	205-67 thru 205-71

VOLUME 14

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	210-107	210-107 thru 210-108.1
<input type="checkbox"/>	210-141 thru 210-145	210-141 thru 210-145
<input type="checkbox"/>	210A-19 thru 210A-31	210A-19 thru 210A-32.1
<input type="checkbox"/>	210A-40.1 thru 210A-61.	210A-41 thru 210A-62.3
<input type="checkbox"/>	210A-68.5 thru 210A-68.7.	210A-68.5 thru 210A-68.7
<input type="checkbox"/>	210A-77 thru 210A-95	210A-77 thru 210A-96.1
<input type="checkbox"/>	210A-123.	210A-123 thru 210A-124.1
<input type="checkbox"/>	210A-161 thru 210A-177	210A-161 thru 210A-181
<input type="checkbox"/>	213-49 thru 213-53	213-49 thru 213-53
<input type="checkbox"/>	215-129	215-129
<input type="checkbox"/>	216-5 thru 216-15.	216-5 thru 216-16.1
<input type="checkbox"/>	216-21 thru 216-23	216-21 thru 216-24.1
<input type="checkbox"/>	216-43 thru 216-45	216-43 thru 216-47
<input type="checkbox"/>	220-19	220-19 thru 220-20.1
<input type="checkbox"/>	220-32.1 thru 220-32.3	220-32.1 thru 220-32.3
<input type="checkbox"/>	220-40.1 thru 220-41	220-41 thru 220-42.1
<input type="checkbox"/>	220-67 thru 220-73	220-67 thru 220-73
<input type="checkbox"/>	220-145 thru 220-153	220-145 thru 220-149
<input type="checkbox"/>	221-9 thru 221-11	221-9 thru 221-12.1
<input type="checkbox"/>	221-55 thru 221-56.1	221-55 thru 221-56.1
<input type="checkbox"/>	221-147 thru 221-151	221-147 thru 221-151

Check
As
Done

Remove Old
Pages Numbered

Insert New
Pages Numbered

VOLUME 15

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	230-1 thru 230-9	230-1 thru 230-10.1
<input type="checkbox"/>	230-21	230-21 thru 230-22.1
<input type="checkbox"/>	230-47	230-47 thru 230-48.1
<input type="checkbox"/>	230-129 thru 230-131	230-129 thru 230-131
<input type="checkbox"/>	231-22.1 thru 231-27	231-23 thru 231-28.1
<input type="checkbox"/>	231-79 thru 231-83	231-79 thru 231-83
<input type="checkbox"/>	232-119 thru 232-125	232-119 thru 232-123
<input type="checkbox"/>	233-8.1 thru 233-16.1	233-9 thru 233-15
<input type="checkbox"/>	233-31	233-31
<input type="checkbox"/>	233-183 thru 233-207	233-183 thru 233-187
<input type="checkbox"/>	234-5 thru 234-7	234-5 thru 234-7
<input type="checkbox"/>	234-121 thru 234-127	234-121 thru 234-123

VOLUME 16

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	235-53 thru 235-55	235-53 thru 235-55
<input type="checkbox"/>	235-130.1 thru 235-133	235-131 thru 235-133
<input type="checkbox"/>	236-111 thru 236-113	236-111 thru 236-113
<input type="checkbox"/>	240-51	240-51 thru 240-52.1
<input type="checkbox"/>	240-121 thru 240-123	240-121 thru 240-123
<input type="checkbox"/>	241-11 thru 241-17	241-11 thru 241-18.1
<input type="checkbox"/>	242-21 thru 242-23	242-21 thru 242-23
<input type="checkbox"/>	242-40.1	242-40.1
<input type="checkbox"/>	242-99	242-99

VOLUME 17

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	251-9 thru 251-16.7	251-9 thru 251-16.9
<input type="checkbox"/>	253-71	253-71
<input type="checkbox"/>	254-28.1	254-28.1
<input type="checkbox"/>	254-43 thru 254-44.1	254-43 thru 254-44.1
<input type="checkbox"/>	255-31	255-31 thru 255-32.1
<input type="checkbox"/>	255-37 thru 255-38.1	255-37 thru 255-38.1
<input type="checkbox"/>	257-11 thru 257-13	257-11 thru 257-14.1
<input type="checkbox"/>	261-9 thru 261-17.	261-9 thru 261-18.1

Check As Done	<i>Remove Old <u>Pages Numbered</u></i>	<i>Insert New <u>Pages Numbered</u></i>
<input type="checkbox"/>	261-68.6(2)(e).	261-68.6(2)(e) thru 261-68.6(2)(f)(i)

VOLUME 18

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	270-1.	270-1 thru 270-2.1
<input type="checkbox"/>	270-15 thru 270-28.5	270-15 thru 270-28.5
<input type="checkbox"/>	270-76.1 thru 270-77	270-77 thru 270-78.1
<input type="checkbox"/>	271-19	271-19 thru 271-20.1
<input type="checkbox"/>	280-14.1 thru 280-23	280-15 thru 280-24.1
<input type="checkbox"/>	280-51	280-51 thru 280-52.1
<input type="checkbox"/>	280-77 thru 280-80.1	280-77 thru 280-80.1
<input type="checkbox"/>	280-88.1 thru 280-88.3	280-88.1 thru 280-88.3
<input type="checkbox"/>	282-82.17 thru 282-85.	282-83 thru 282-86.1
<input type="checkbox"/>	282-93 thru 282-94.1	282-93
<input type="checkbox"/>	283-7 thru 283-15	283-7 thru 283-15
<input type="checkbox"/>	283-25 thru 283-27	283-25 thru 283-28.1

VOLUME 19

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	290-48.1 thru 290-49	290-49 thru 290-50.1
<input type="checkbox"/>	290-62.5 thru 290-63	290-63 thru 290-64.1
<input type="checkbox"/>	291-5.	291-5 thru 291-6.1
<input type="checkbox"/>	291-39 thru 291-40.5	291-39 thru 291-40.5
<input type="checkbox"/>	291-57	291-57 thru 291-58.3
<input type="checkbox"/>	293-9 thru 293-18.5	293-9 thru 293-18.7
<input type="checkbox"/>	293-33	293-33 thru 293-34.1
<input type="checkbox"/>	293-106.9 thru 293-106.10(1)	293-106.9 thru 293-106.10(1)
<input type="checkbox"/>	293-129 thru 293-136.7	293-129 thru 293-136.8(11)
<input type="checkbox"/>	302-32.3 thru 302-32.5	302-32.3 thru 302-32.5
<input type="checkbox"/>	311-9 thru 311-10.1	311-9 thru 311-10.1
<input type="checkbox"/>	311-23	311-23 thru 311-24.1

VOLUME 20

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	320-23 thru 320-26.1	320-23 thru 320-25
<input type="checkbox"/>	320-64.5	320-64.5 thru 320-64.6(1)
<input type="checkbox"/>	320-64.14(1)	320-64.14(1)
<input type="checkbox"/>	321-15 thru 321-26.9	321-15 thru 321-26.11

Check As Done	<i>Remove Old <u>Pages Numbered</u></i>	<i>Insert New <u>Pages Numbered</u></i>
<input type="checkbox"/>	321-89 thru 321-104.7	321-89 thru 321-104.8(9)
<input type="checkbox"/>	321-104.14(9) thru 321-104.17	321-104.15 thru 321-104.19
<input type="checkbox"/>	321-106.9 thru 321-109	321-107 thru 321-110.1
<input type="checkbox"/>	322-21 thru 322-27	322-21 thru 322-28.3
<input type="checkbox"/>	322-54.3 thru 322-54.4(3)	322-54.3 thru 322-54.4(5)

VOLUME 21

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	340-47	340-47 thru 340-48.1
<input type="checkbox"/>	340-61 thru 340-63	340-61 thru 340-64.1
<input type="checkbox"/>	340-71 thru 340-84.3	340-71 thru 340-84.4(1)
<input type="checkbox"/>	340-84.17 thru 340-87.	340-85 thru 340-88.3
<input type="checkbox"/>	343-16.1 thru 343-17	343-17 thru 343-18.1
<input type="checkbox"/>	345-3 thru 345-5	345-3 thru 345-6.1
<input type="checkbox"/>	345-17 thru 345-25	345-17 thru 345-26.1
<input type="checkbox"/>	345-55 thru 345-57	345-55 thru 345-58.1
<input type="checkbox"/>	345-139	345-139

VOLUME 22

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	363-27	363-27 thru 363-28.1
<input type="checkbox"/>	371-7.	371-7 thru 371-8.1
<input type="checkbox"/>	371-161 thru 371-177	371-161 thru 371-178.5
<input type="checkbox"/>	371A-1.	371A-1
<input type="checkbox"/>	371A-31 thru 371A-33	371A-31 thru 371A-34.1

VOLUME 23

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	373-33 thru 373-35	373-33 thru 373-35
<input type="checkbox"/>	381-31 thru 381-37	381-31 thru 381-38.1

VOLUME 24

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	391-47	391-47
<input type="checkbox"/>	392-9.	392-9 thru 392-10.1

Check As Done	<u><i>Remove Old Pages Numbered</i></u>	<u><i>Insert New Pages Numbered</i></u>
<input type="checkbox"/>	392-80.1 thru 392-83	392-81 thru 392-84.1
<input type="checkbox"/>	392-167 thru 392-171	392-167 thru 392-171
<input type="checkbox"/>	393-107 thru 393-109	393-107 thru 393-109
<input type="checkbox"/>	394-111 thru 394-113	394-111 thru 394-113
<input type="checkbox"/>	400-129 thru 400-131	400-129 thru 400-131
<input type="checkbox"/>	410-5 thru 410-9	410-5 thru 410-10.1
<input type="checkbox"/>	410-33 thru 410-38.5	410-33 thru 410-38.7
<input type="checkbox"/>	410-45	410-45
<input type="checkbox"/>	410-133 thru 410-141	410-133 thru 410-135
<input type="checkbox"/>	411-58.1 thru 411-58.3	411-58.1 thru 411-58.3

VOLUME 25

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	423-9 thru 423-18.1	423-9 thru 423-18.1
<input type="checkbox"/>	423-29 thru 423-31	423-29 thru 423-31

VOLUME 26

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	I-1 thru I-63	I-1 thru I-64.1
<input type="checkbox"/>	I-145 thru I-163	I-145 thru I-164.1
<input type="checkbox"/>	I-243 thru I-307	I-243 thru I-308.1
<input type="checkbox"/>	I-441 thru I-571	I-441 thru I-572.1
<input type="checkbox"/>	I-697 thru I-741	I-697 thru I-741
<input type="checkbox"/>	I-907 thru I-923	I-907 thru I-924.1
<input type="checkbox"/>	I-965 thru I-1029	I-965 thru I-1030.1

FILE IN THE FRONT OF THE FIRST VOLUME
OF YOUR SET

To order missing pages log on to our self service center, www.lexisnexis.com/printcdsc or call Customer Services at 1 (800) 833-9844 and have the following information ready:

- (1) the publication title;
- (2) specific volume, chapter and page numbers; and
- (3) your name, phone number, and Matthew Bender account number.

Please recycle removed pages.

MISSING FILING INSTRUCTIONS?
FIND THEM AT www.lexisnexis.com/printcdsc

Use the search tool provided to find and download missing filing instructions, or sign on to the Print & CD Service Center to order missing pages or replacement materials. Visit us soon to see what else the Print & CD Service Center can do for you!



www.lexis.com

**Copyright © 2012 Matthew Bender & Company, Inc., a member of the LexisNexis Group.
Publication 719, Release 104, March 2012**

LexisNexis, the knowledge burst logo, and Michie are trademarks of Reed Elsevier Properties Inc., used under license. Matthew Bender is a registered trademark of Matthew Bender Properties Inc.

