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Dorsaneo, Texas Litigation Guide

Publication 719 Release 109 June 2013

HIGHLIGHTS

- This release updates *Texas Litigation Guide* with recent Texas Supreme Court and court of appeals cases, federal cases, rule amendments, and other significant developments since Release 108. Some of the significant developments incorporated in this release are summarized below.

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Pretrial, Trial, and Appellate Practice

New Texas eFiling Program Adopted. The new statewide program for eFiling of litigation documents through the TexFile system is discussed in this release. The

Texas Supreme Court has ordered electronic filing in most of the state’s trial-level courts to start on a graduated schedule by court population from January 2014 through July 2016. See Ch. 30, *Commencement of Actions*, § 30.02[3].

Recent Cases on Personal Jurisdiction Discussed. Ch. 32, *Personal Jurisdiction and Service on Nonresidents*, has been updated in this release to reflect recent case law developments including:

- *Horowitz v. Berger*, 377 S.W.3d 115, 125 (Tex. App.—Houston [14th Dist.] 2012, no pet. h.), in which the court of appeals held that a conversation in another country about real property in Texas is not itself a sufficient contact to support Texas’s exercise of specific jurisdiction over the speaker. See § 32.04[2][a][iii].
- *Tabacinic v. Frazier*, 372 S.W.3d 658, 665–668 (Tex. App.—Dallas 2012, no pet. h.), in which the court of appeal held that buying, developing, and selling real prop-

erty in Texas provided grounds for jurisdiction. The court also held that the fiduciary shield doctrine protects a nonresident corporate officer or employee from the exercise of general jurisdiction only, not specific jurisdiction, when all of his or her contacts with Texas were made on behalf of an employer. See §§ 32.04[2][b][iv], 32.06[2].

Declaratory Judgment Act Waives Government Immunity. In *City of Dallas v. Brown*, 373 S.W.3d 204 (Tex. App.—Dallas 2012, pet. denied), the court of appeal held that the Declaratory Judgment Act requires that the relevant governmental entities be made parties, and thereby waives immunity. See Ch. 45, *Declaratory Relief*, § 45.05[3].

Texas Supreme Court Clarifies Attorney-Client Privilege for “Allied Litigants.” This release includes discussion of *In re XL Specialty Ins. Co.*, 373 S.W.3d 46, 50–53 (Tex. 2012), in which the Texas Supreme Court clarified the scope and requirements of the “allied litigant” prong of the attorney client privilege [Tex. R. Evid. 503(b)(1)(C)]. See Ch. 90, *Discovery: Scope and Limitations*, § 90.06[2][c][i].

Collateral Attack Based on Lack of Personal Jurisdiction. In *PNS Stores v. Rivera*, 379 S.W.3d 267, 273 (Tex. 2012), the Texas Supreme Court held that a judgment may be challenged through a collateral attack when a failure to establish personal jurisdiction violates due process; this decision removed confusion over this issue that stemmed from the Court’s 1961 decision in *McEwen v. Harrison*, 162 Tex. 125, 345 S.W.2d 706 (1961). See Ch. 100, *Default Judgment*, § 100.15[1].

Disqualification of Judge Who Ac-

cepted Bribe. In *Freedom Communications, Inc. v. Coronado*, 372 S.W.3d 621, 624 (Tex. 2012), the Texas Supreme Court held that a judge who accepted a bribe was constitutionally disqualified, and his judgment in the case was therefore void, depriving the court of appeals and the Supreme Court of appellate jurisdiction. Discussion of this case has been added to Ch. 110A, *Disqualification of Judge or Counsel*, § 110A.01; Ch. 150, *Appellate Proceedings in Court of Appeals*, § 150.01, and Ch. 151, *Appellate Proceedings in Supreme Court*, § 151.02[2][a].

Bill of Review Based on Lack of Notice of Trial Setting. Ch. 100, *Default Judgment*, has been updated with coverage of *Mabon Ltd. v. Afri-Carib Enters., Inc.*, 369 S.W.3d 809, 812–814 (Tex. 2012), in which the Texas Supreme Court held that when a party does not receive notice of a trial setting or dispositive hearing, due process requires that the party be entitled to a bill review to reopen the case, without the necessity of showing a meritorious defense or that the plaintiff was prevented from making the defense by the fraud, accident, or wrongful conduct of the opponent. See § 100.14[3].

Personal Injury and Tort Litigation

State Courts Can Hear Legal Malpractice Claims Arising From Patent Litigation. The United States Supreme Court, reversing a decision of the Texas Supreme Court, has held that Texas state courts have subject matter jurisdiction over legal malpractice claims, even if the underlying litigation fell within an area of exclusive federal jurisdiction. With respect to legal malpractice claims arising from prior patent litigation, the requirement that the plaintiff prove the merits of the underlying suit does not support exclusive federal jurisdiction—and therefore does not oust state courts of jurisdiction—because the

federal patent issues are decided hypothetically and only for the purposes of the malpractice litigation, and are therefore not “substantial” enough to make the claim into one “arising under” the patent laws [Gunn v. Minton, ___ U.S. ___, 133 S. Ct. 1059, 185 L. Ed. 2d 72, 2013 U.S. LEXIS 1612, *15–*22 (Feb. 20, 2013)]. See Ch. 322, *Professional Malpractice*, § 322.02[1][c].

Recent Case Developments Regarding Governmental Tort Claims. Ch. 293, *Claims Against Governmental Entities*, has been revised to include recent cases from the Texas Supreme Court and courts of appeals, including:

- *Tex. DOT v. Perches*, 56 Tex. Sup. Ct. J. 109 (2012) (per curiam), which held that a guardrail, concrete barrier, or other object that is designed and placed to mark the boundary of a road cannot be a “special defect” under the Texas Tort Claims Act as a matter of law, because it does not obstruct or impede an ordinary user of the road (See § 293.10[5][g][iv]).
- *Tex. Dep’t of Crim. Justice v. Campos*, 56 Tex. Sup. Ct. J. 75 (Tex. 2012), which held that the intentional tort exception to the Tort Claims Act barred the plaintiffs’ claims when the only allegation of the use of any property by governmental employees concerned the perpetration of the alleged assaults against the plaintiffs (See § 293.12[11]).
- *Maverick County Hosp. Dist. v. Martin*, 376 S.W.3d 163 (Tex. App.—San Antonio 2012, pet. filed), which held that when claims against a hospital and an employee doctor both arose from the patient’s surgery and post-operative treatment, the claims con-

cerned the “same subject matter” under Tex. Civ. Prac. & Rem. Code § 101.106, and the employee was entitled to dismissal, even though the claims were based on separate causes of action (See § 293.13[3][a]).

- *City of Dallas v. Prado*, 373 S.W.3d 848 (Tex. App.—Dallas 2012, no pet.), which held that when a plaintiff is injured by an alleged condition of government real property: (1) the plaintiff is limited to a premises defect claim, and cannot assert any alternative claim for negligence in failing to either make the condition safe or warn of the condition; and (2) recovery on a premises defect is precluded when there is no evidence of actual knowledge of the condition at the time of the injury (See § 293.10[5][g]).

Recent Cases Interpret Health Care Liability Statutes. Ch. 321, *Medical Malpractice*, has been revised to include recent cases from the Texas Supreme Court and courts of appeals, including:

- *Felton v. Lovett*, 56 Tex. Sup. Ct. J. 122 (Tex. 2012), which applied the informed consent statute, Tex. Civ. Prac. & Rem. Code § 74.104, and held that: (1) because a chiropractor’s services cannot include either “medical care” or a “surgical procedure,” the statute does not apply to a chiropractor; (2) a chiropractor nevertheless has a common law duty of disclosure and obtaining informed consent which is “congruent” to the statutory duty; and (3) the risk that a patient may have an adverse reaction to a particular treatment due to an undetectable physical condi-

tion is an inherent risk of that treatment and must be disclosed (See § 321.05[1], [4]).

- *Mock v. Presbyterian Hosp.*, 379 S.W.3d 391 (Tex. App.—Dallas 2012, pet. filed), and, *Mitchell v. Methodist Hosp.*, 376 S.W.3d 833 (Tex. App.—Houston [1st Dist.] 2012, pet. denied), each of which applied the Texas Supreme Court’s decision in *Carreras v. Marroquin*, 339 S.W.3d 68 (Tex. 2011) as to tolling of limitations by providing notice and a statutorily required medical release form. The *Mock* case held that substantial compliance is sufficient to obtain tolling, even if the form is defective because an incorrect name is provided in one blank. In contrast, *Mitchell* held that the submission of a similar form under federal law was insufficient to obtain tolling because the form omitted several essential statutory elements (See §§ 321.12[5], 321.14, 321.101[1]).
- *Sanchez v. Martin*, 378 S.W.3d 581 (Tex. App.—Dallas 2012, no pet.), which held that: (1) a claim alleging that a health care provider failed to obtain the patient’s informed consent is a health care liability claim requiring an expert report; and (2) the dismissal of all fraud and misrepresentation claims was proper because the informed consent statute limits the claimant to negligence in failing to disclose the risks of the treatment or procedure (See §§ 321.02[2][a], 321.05).

Recent Case Law on Certificates of Merit. Ch. 322, *Professional Malpractice*, has been revised to reflect several cases

relating to the statutory requirement that a plaintiff file a certificate of merit in connection with an action for professional negligence against an architect or other design professional, including the following:

- *CTL/Thompson Tex., LLC v. Starwood Homeowner’s Ass’n*, 56 Tex. Sup. Ct. J. 244 (Tex. 2013) (per curiam), in which the Texas Supreme Court held that when a defendant takes an interlocutory appeal of the denial of a motion to dismiss for failure to file a certificate of merit, the plaintiff’s non-suit does not moot the appeal (See § 322.04[2][d]).
- *Jaster v. Comet II Constr., Inc.*, 382 S.W.3d 554 (Tex. App.—Austin 2012, pet. filed), which held that because a certificate of merit is required from a “plaintiff” in actions alleging professional negligence [Tex. Civ. Prac. & Rem. Code § 150.002(a)], the requirement is inapplicable to a defendant who brings a cross claim against a design professional. This decision creates a split of authority with other cases that have applied the requirement to defendants whose claims add additional parties or otherwise introduce new allegations of professional negligence (See § 322.04[2][d]).
- *Murphy v. Gutierrez*, 374 S.W.3d 627 (Tex. App.—Fort Worth 2012, pet. filed), which held that when a defendant moves for dismissal due to the absence or alleged inadequacy of a certificate of merit, but fails to obtain a ruling on the motion and instead substantially participates in opposing the claims on the merits, the defendant waives the right to

seek dismissal (See § 322.04[2][d]).

Recent Cases on Defamation Law and Practice Covered. Ch. 333, *Libel and Slander*, has been revised to include recent cases from the Texas courts of appeals, including:

- *Jennings v. Wallbuilder Presentations, Inc.*, 378 S.W.3d 519 (Tex. App.—Fort Worth 2012, no pet.), a case of first impression applying Chapter 27 of the Civil Practices and Remedies Code (providing for dismissal of certain actions that impact constitutional rights of free expression) and its authorization of an interlocutory appeal when a trial court does not rule on a defendant's motion to dismiss within 30 days [Tex. Civ. Prac. & Rem. Code § 27.008(a)]. The court held that an interlocutory appeal is unavailable when the motion is expressly denied by the trial court within the 30-day window (See § 333.42).
- *Oliva v. Davila*, 373 S.W.3d 94 (Tex. App.—San Antonio 2011, pet. denied), which held that: (1) a homeowner's statement as to the likely suspect in a burglary was a protected expression of opinion, not a false statement of fact; and (2) when the plaintiff offers no evidence of any loss of reputation or mental anguish, general damages may not be awarded even for defamation per se (See §§ 333.03[1], 333.21[2], 333.30[1]).

Recent Case Applying Statutory Limits on Liability for Equine Activities Discussed. Ch. 290, *Negligence*, has been revised to include *Young v. McKim*, 373

S.W.3d 776 (Tex. App.—Houston [14th Dist.] 2012, pet. denied), which applied the limitations of liability and their exceptions under the Equine Act and held that: (1) because the plaintiff advertised her business at the defendant's stable and held herself out as qualified to care for horses, no further inquiry into the claimant's ability was required and Tex. Civ. Prac. & Rem. Code § 87.004(2) (liability for failure to determine ability of participant to safely participate in activity) was inapplicable; and (2) the defendant's failure to warn that the horse had previously been malnourished and was recently gelded did not fall within Tex. Civ. Prac. & Rem. Code § 87.004(4), because the plaintiff failed to show how that conduct could amount to willful or wanton disregard for her safety (See § 290.20[4][f]).

Workers' Compensation and Insurance Litigation

Cases Resolve Workers' Compensation Issues. Ch. 340, *Workers' Compensation* has been revised to include recent cases from the Texas Supreme Court and courts of appeals, including:

- *Texas Mutual Ins. Co. v. Morris*, 383 S.W.3d 146 (Tex. 2012) (per curiam), which held that because Tex. Lab. Code § 410.023 does not contain a deadline for a motion for a benefit review conference, any alleged delay by a claimant could not constitute the failure to exhaust administrative remedies (See §§ 340.23[1], 340.30[3]).
- *City of Houston v. Rhule*, 377 S.W.3d 734 (Tex. App.—Houston [1st Dist.] 2012, no pet.), which held that: (1) an injured employee asserting a carrier's breach of an approved settlement agreement need not exhaust administrative

remedies with the Division before suing over the alleged breach; and (2) a self-insured governmental unit waives any immunity from suit or liability for an alleged breach by entering into the settlement agreement (See § 340.23[5]).

- *Main Rehab. & Diagnostic Ctr., LLC v. Liberty Mut. Ins. Co.*, 376 S.W.3d 825 (Tex. App.—Dallas 2012, no pet.), which held that the exhaustion of remedies requirement applies not only to injured employees and carriers, but also to health care providers seeking reimbursement or other compensation for their workers' compensation services (See § 340.30[3]).
- *Garza v. Zachry Constr. Corp.*, 373 S.W.3d 715 (Tex. App.—San Antonio 2012, pet. denied), which held that the exclusive remedy provision bars an individual employee of the general contractor from suing either a subcontractor or a subcontractor's employee who is deemed to be a co-employee by Tex. Lab. Code § 406.123 (See §§ 340.01[2], 340.03[6]).

Property Insurance Law Developments Discussed. Ch. 343, *Property Insurance*, has been revised to include recent cases from the Texas courts of appeals, including:

- *SA OMAX 2007, L.P. v. Certain Underwriters at Lloyd's*, 374 S.W.3d 594 (Tex. App.—Dallas 2012, no pet.), which held that a policy sublimit for "theft" applies to any property damage caused by or resulting from theft, including both the loss of the actual property stolen, as well as any damage to

other property caused by the thieves (See § 343.04).

- *Farmers Ins. Exch. v. Greene*, 376 S.W.3d 278 (Tex. App.—Dallas 2012, pet. filed), which held that a policy clause that vacancy would lead to suspension of coverage was a mere exclusion, not a warranty or a condition of coverage, so the insured did not breach the policy by vacating, and Tex. Ins. Code § 862.054 limiting the insurer's defenses was inapplicable (See §§ 343.04, 343.05).

Business and Commercial Litigation

Minority Shareholder Oppression Claims by Employees. In *Argo Data Resource Corp. v. Shagrithaya*, 380 S.W.3d 249, 261 (Tex. App.—Dallas 2012, no pet. h.), the Dallas court of appeals held that absent an employment contract, a minority shareholder's expectation of continued employment at a certain level of compensation is not objectively reasonable and, therefore, does not support a claim for minority shareholder oppression. See Ch. 160A, *Corporate Management*, § 160A.01[2][b][ii].

Scope of Fiduciary Duty Between Partners. In *LG Ins. Mgmt. Servs., L.P. v. Leick*, 378 S.W.3d 632, 643 (Tex. App.—Dallas 2012, no pet. h.), the Dallas court of appeals held that any fiduciary duty that partners owe one another does not encompass a duty to remain partners or else answer in tort damages. See Ch. 180, *Partner's Liability*, § 180.23.

Fraudulent Inducement Claim Requires Valid Contract. In *Holloway v. Dekkers*, 380 S.W.3d 315, 324 (Tex. App.—Dallas 2012, no pet. h.), the Dallas court of appeals held that a claim of fraudulent inducement requires the existence of a contract as part of its proof. For example, a plaintiff cannot state a claim of fraudulent

inducement with respect to a contract that is unenforceable because it did not comply with the statute of frauds. See Ch. 210A, *Contracts*, § 210A.04[3][c][i].

Contractual Waiver of Rights. In *Interstate 35/Chisam Road, L.P. v. Moayedi*, 377 S.W.3d 791, 797 (Tex. App.—Dallas 2012, no pet. h.), the Dallas court of appeals held that absent a statute or fundamental public policy precluding waiver, a party may contractually waive even constitutional or statutory rights, whether present or future. See Ch. 210A, *Contracts*, § 210A.05[3][a].

Breach of Implied Warranty and Proportionate Responsibility. In *Flying J. Inc. v. Meda, Inc.*, 373 S.W.3d 680, 688 (Tex. App.—San Antonio 2012, no pet. h.), the San Antonio court of appeals held that a claim for a breach of an implied warranty is subject to the proportionate responsibility guidelines of Chapter 33 of the Texas Civil Practice and Remedies Code. Thus, a party whose percentage of responsibility exceeds 50 percent is barred from recovering on a breach of implied warranty claim. See Ch. 221, *Warranties*, 221.01[2][a].

Employment Litigation

Texas Supreme Court Clarifies Plaintiff's Prima Facie Burden Under TCHRA. In *Mission Independent School Dist. v. Garcia*, 372 S.W.3d 629, 637–638 (Tex. 2012), the Texas Supreme Court held that while a plaintiff must plead the elements of his or her statutory cause of action—the basic facts that make up the prima facie case—so that the court can determine whether the plaintiff has sufficiently alleged a TCHRA violation, the plaintiff is only required to submit evidence if the defendant presents evidence negating one of those basic facts. Even then, the plaintiff's burden of proof with respect to those jurisdictional facts must not “involve

a significant inquiry into the substance of the claims.” See Ch. 203A, *Employment Litigation*, § 203A.21[4][a][i].

Employment Agreement for Term Exceeding One Year Required to Be in Writing. In *Holloway v. Dekkers*, 380 S.W.3d 315, 322 (Tex. App.—Dallas 2012, no pet. h.), the Dallas court of appeals held that an oral employment agreement based on an employee's testimony that his employment commenced on a specified date and would be completed on the same date in the following year, indicated that the term of the agreement was one year and one day or 366 days and, therefore, could not be completed within one year and was within the statute of frauds. See Ch. 203, *Employer-Employee Relations*, § 203.11[2][a].

Applicability of Title VII to Military Employees. In *Filer v. Donley*, 690 F.3d 643, 648 (5th Cir. [Tex.] 2012), the Fifth Circuit held that judicial review of military employment-related decisions under Title VII is prohibited. Title VII waives the sovereign immunity of the military departments only for claims made by civilian employees, not those by members of the armed services. See Ch. 203A, *Employment Litigation*, § 203A.02[3].

Exhausting Alternative Remedies Before Seeking TCHRA Relief Not Required. In *City of El Paso v. Marquez*, 380 S.W.3d 335, 342 (Tex. App.—El Paso 2012, no pet. h.), the El Paso court of appeals held that an aggrieved employee may seek relief under the TCHRA and Title VII without first invoking or exhausting available alternative legal or contractual remedies. It held that a former city fire department employee was not required to exhaust the department's grievance procedures before filing suit under either the TCHRA or Title VII. See Ch. 203A, *Em-*

ployment Litigation, § 203A.21[3][a].

Meaning of “Impairment” for Purposes of Disability Discrimination Claim Under TCHRA. In *City of Houston v. Proler*, 373 S.W.3d 748, 761 (Tex. App.—Houston [14th Dist.] 2012, no pet. h.), the Fourteenth District court of appeals held that an impairment generally must be permanent or long-term, not merely temporary, to qualify as a disability under the TCHRA. An impairment cannot be a substantial limitation on a major life activity if it is expected to improve in a relatively short period of time. See Ch. 203A, *Employment Litigation*, § 203A.21[4][b][iv].

Real Estate Litigation

Texas Supreme Court Resolves Issue Relating to Nuisance and Property Damage. Ch. 20, *Damages in Tort*, Ch. 280, *Adjoining Landowners*, and Ch. 311, *Nuisance*, have been revised to include coverage of *Natural Gas Pipeline Co. of Am. v. Justiss*, 56 Tex. Sup. Ct. J. 151 (Tex. 2012), in which the Texas Supreme Court held that: (1) when a permanent nuisance claim involves subjective criteria like smell and sound, the claim accrues for limitations purposes when the conditions become intolerable, which may or may not be when they are first manifested; (2) when the permanent nuisance is established, the owner may recover the property’s lost market value, i.e., the difference between the market value of the land with and without the nuisance; and (3) any testimony of the owner on value under the Property Owner Rule must be based on the owner’s knowledge of market value, not on some intrinsic value to the owner, or any other speculative basis for recovery (See § 20.04, § 280.13[4], § 311.02[4][a]).

Recent Cases Address Foreclosure Issues. Ch. 255, *Real Property Security Interests*, has been revised to include recent

cases from the Texas courts of appeals covering various issues relating to foreclosures, including:

- *Preston Reserve, L.L.C. v. Compass Bank*, 373 S.W.3d 652 (Tex. App.—Houston [14th Dist.] 2012, no pet.), which concerned the debtor’s right to an offset against a deficiency judgment under Tex. Prop. Code § 51.003 and held that: (1) although the Property Owner Rule permits the foreclosure purchaser to testify as to the property’s fair market value, the testimony of the purchasing bank’s loan workout officer was insufficient because he did not establish personal familiarity with the property and its fair market value at the time of foreclosure; and (2) the price paid at foreclosure, the amount of a subsequent purchase offer, and the price obtained at a subsequent sale were not evidence of the property’s fair market value at the time of foreclosure (See § 255.03[6][d]).
- *Interstate 35/Chisam Rd., L.P. v. Moayedi*, 377 S.W.3d 791, 797–801 (Tex. App.—Dallas 2012, no pet.), which held that a guarantor’s statutory right to receive a fair market valuation of the property and an offset against any deficiency judgment under Tex. Prop. Code § 51.005 may be waived by the guaranty contract (See § 255.03[6][d]).
- *Montgomery v. Aurora Loan Servs., LLC*, 375 S.W.3d 617 (Tex. App.—Dallas 2012, pet. denied), which held that because Tex. Prop. Code § 51.002(b)(2) unambiguously requires “filing” of notice to the debtor as a prereq-

quisite to foreclosure, filing is sufficient and formal recording in the county records is not required (See § 255.03[4][c]).

In addition, Ch. 282, *Landlord and Tenant*, has been revised to include *Fontaine v. Deutsche Bank Nat'l Trust Co.*, 372 S.W.3d 257 (Tex. App.—Dallas 2012, pet. dismissed w.o.j.), which discusses the federal Protecting Tenants at Foreclosure Act [Pub. L. No. 111-22, 123 Stat. 1632 (2009) (appears as statutory note to 12 U.S.C. § 5220)], including the limited circumstances in which a tenant of residential property may resist eviction following foreclosure (See § 282.01[4][d]).

Recent Developments in Real Estate Tax Litigation. Ch. 260, *Real Property Tax Suits*, has been revised to include recent cases from the Texas Supreme Court and courts of appeals, including:

- *Morris v. Houston Indep. Sch. Dist.*, 56 Tex. Sup. Ct. J. 73 (Tex. 2012) (per curiam), which held that when a taxing unit sues to collect delinquent taxes, and the taxpayer raises the affirmative defense of nonownership under Tex. Tax Code, the taxing unit's non-suit does not moot the defense, and the taxpayer remains entitled to dispute ownership of the property (See § 260.04[1][b]).
- *Brennan v. City of Willow Park*, 376 S.W.3d 910 (Tex. App.—Fort Worth 2012, pet. filed), which held that: (1) both Tex. Tax Code § 25.21 as to back-appraisal, and Tex. Tax Code § 25.23 as to supplemental appraisal, are limited to correcting errors of previously omitted *property*, and neither permits addition of an omitted *taxing unit* to the appraisal roll;

and (2) when a taxing unit acts outside its statutory powers, a taxpayer may challenge that action without first exhausting administrative remedies (See §§ 260.02[1][a], 260.04[1][b], 260.04[4]).

- *Seguin v. Bexar Appraisal Dist.*, 373 S.W.3d 699 (Tex. App.—San Antonio 2012, pet. filed), which held that Tex. Tax Code § 11.22(g) requires a taxpayer to be a Texas resident to receive or retain a disabled veteran tax exemption, so moving out of the state results in the loss of the exemption (See § 260.01[3][a]).

Construction Dispute Developments. Ch. 270, *Construction Contracts*, has been revised to include recent cases from the Texas Supreme Court and courts of appeals, including:

- *El Paso Field Servs., L.P. v. Mastec N. Am., Inc.*, 56 Tex. Sup. Ct. J. 174 (Tex. 2012), which held that when a contract for the replacement of an existing pipeline contained both disclosures as to known crossings and risk allocation clauses as to undisclosed crossings, any additional expenses the contractor encountered in fulfilling its contractual commitments as to those crossings were within the contemplation of the original contract, precluding recovery under either quantum meruit or extra work theories (See §§ 270.13[1], 270.14[1]).
- *City of San Antonio v. Wheelabrator Air Pollution Control, Inc.*, 381 S.W.3d 597 (Tex. App.—San Antonio 2012, pet. filed), which held that: (1) a government unit that both accepts the benefits of a

construction contract and also keeps any contractual retainage does not waive its immunity from suit by conduct; (2) any waiver of immunity depends on the statutory requirements of Local Government Code Chapter 271, and whether the government unit entered into the contract as an exercise of its governmental or its proprietary powers does not affect waiver; and (3) the statutory waiver does not apply to quantum meruit claims (See § 270.01[5][b]).

Recent Case on Easements for Public Streets. Ch. 281, *Easements*, has been revised to include *State v. NICO-WFI, L.L.C.*, 56 Tex. Sup. Ct. J. 88 (Tex. 2012), which held that when land is dedicated for use as a public street, a limitation by the grantor of the portion of the dedicated tract that may be used for vehicular traffic is against public policy and therefore void because it interferes with government authority over the design, construction, and control of public streets (See § 281.05[1][a]).

Statute of Frauds for Real Estate Conveyances. Ch. 252, *Deeds and Conveyances*, has been revised to include *May v. Buck*, 375 S.W.3d 568 (Tex. App.—Dallas 2012, no pet.), which held that: (1) a letter

agreement to convey 100 acres centered around a wellbore was insufficient under the statute of frauds because no shape, dimensions, or other description of the bounds of the tract was provided; and (2) any alleged understanding or intent to convey a square tract could not overcome the inadequate description in the agreement itself (See §§ 252.02[2], 252.03[1]).

Family Law Proceedings

Recent Case Discusses Validity of Premarital Property Agreement. Ch. 363, *Division of Property*, now includes coverage of *Moore v. Moore*, 383 S.W.3d 190 (Tex. App.—Dallas 2012, no pet. h.), which discusses the meaning of “involuntary execution” in the context of a premarital property agreement. See § 363.41[4][a].

Standing in SAPCR Proceedings. Ch. 370, *SAPCR Procedures*, has been updated to include discussion of the interaction between standing and the parental presumption. See § 370.02[1][d][i].

Termination of Parental Rights for Failure to Comply with Family Service Plan. Recent cases addressing termination of parental rights on the ground of failure to comply with a family service plan have been incorporated into Ch. 381, *Termination of Parent-Child Relationship*. See § 381.03[2][b][xii].

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 14-15 thru 14-24.1 14-15 thru 14-24.1

VOLUME 2

Revision

Title page. Title page
 20-32.1 thru 20-33 20-33 thru 20-34.1
 20-77 thru 20-82.1 20-77 thru 20-82.1
 21-13 thru 21-18.1 21-13 thru 21-17
 21-42.3 thru 21-42.5. 21-42.3 thru 21-42.5
 21-50.5 thru 21-50.7. 21-50.5 thru 21-50.7

Check As Done	<i><u>Remove Old Pages Numbered</u></i>	<i><u>Insert New Pages Numbered</u></i>
<input type="checkbox"/>	22-31	22-31 thru 22-32.1
<input type="checkbox"/>	22-43 thru 22-45	22-43 thru 22-45
<input type="checkbox"/>	22-65 thru 22-71	22-65 thru 22-72.1
<input type="checkbox"/>	22-115 thru 22-119	22-115 thru 22-119
<input type="checkbox"/>	30-1	30-1
<input type="checkbox"/>	30-9 thru 30-15	30-9 thru 30-13
<input type="checkbox"/>	32-17 thru 32-18.1	32-17 thru 32-18.1
<input type="checkbox"/>	32-27 thru 32-44.1	32-27 thru 32-44.1
<input type="checkbox"/>	32-53 thru 32-54.1	32-53 thru 32-54.1
<input type="checkbox"/>	32-74.3 thru 32-74.5.	32-74.3 thru 32-74.5
<input type="checkbox"/>	32-127 thru 32-133	32-127 thru 32-133

VOLUME 3

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	42-7	42-7
<input type="checkbox"/>	42-50.1 thru 42-51	42-51
<input type="checkbox"/>	44-19 thru 44-37	44-19 thru 44-38.1
<input type="checkbox"/>	44-44.3 thru 44-51	44-45 thru 44-52.1
<input type="checkbox"/>	44-139	44-139 thru 44-140.1
<input type="checkbox"/>	45-17 thru 45-31	45-17 thru 45-32.3
<input type="checkbox"/>	45-67.	45-67
<input type="checkbox"/>	45-83.	45-83 thru 45-84.1

Special Alert

<input type="checkbox"/>	No Material removed	Special Alert page SAch46-1 (file preceding 46-1)
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Revision

<input type="checkbox"/>	46-7	46-7 thru 46-8.1
<input type="checkbox"/>	46-55.	46-55
<input type="checkbox"/>	46-79.	46-79

VOLUME 4

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	50-39 thru 50-40.1	50-39 thru 50-40.1
<input type="checkbox"/>	51-11 thru 51-17	51-11 thru 51-15
<input type="checkbox"/>	55-5 thru 55-7	55-5 thru 55-7

VOLUME 5

Check As Done Remove Old Pages Numbered Insert New Pages Numbered

Revision

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|--------------------------|------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 64-27. | 64-27 |
| <input type="checkbox"/> | 70-1 | 70-1 |
| <input type="checkbox"/> | 70-33 thru 70-37 | 70-33 thru 70-38.1 |
| <input type="checkbox"/> | 70-61 thru 70-67 | 70-61 thru 70-65 |
| <input type="checkbox"/> | 70-99. | 70-99 thru 70-100.1 |
| <input type="checkbox"/> | 70-121 thru 70-123 | 70-121 thru 70-124.1 |
| <input type="checkbox"/> | 70-163 thru 70-169 | 70-163 thru 70-169 |

Special Alert

- | | | |
|--------------------------|-------------------------------|---|
| <input type="checkbox"/> | No Material removed | Special Alert page SAch71-1 (file preceding 71-1) |
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Revision

- | | | |
|--------------------------|-------------------------------|---------------------|
| <input type="checkbox"/> | 72-20.1 thru 72-21 | 72-21 thru 72-22.1 |
| <input type="checkbox"/> | 72-48.1 thru 72-49 | 72-49 thru 72-50.1 |
| <input type="checkbox"/> | 72-60.5 thru 72-66.1. | 72-61 thru 72-66.23 |

Special Alert

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|--------------------------|-------------------------------|---|
| <input type="checkbox"/> | No Material removed | Special Alert page SAch80-1 (file preceding 80-1) |
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Revision

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| <input type="checkbox"/> | 82-13 thru 82-17 | 82-13 thru 82-18.1 |
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VOLUME 6

Revision

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| <input type="checkbox"/> | Title page. | Title page |
|--------------------------|---------------------|------------|

Special Alert

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|--------------------------|-------------------------------|---|
| <input type="checkbox"/> | No Material removed | Special Alert page SAch90-1 (file preceding 90-1) |
|--------------------------|-------------------------------|---|

Revision

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|--------------------------|------------------------------|--------------------|
| <input type="checkbox"/> | 90-81 thru 90-83 | 90-81 thru 90-83 |
| <input type="checkbox"/> | 90-161 thru 90-167 | 90-161 thru 90-167 |
| <input type="checkbox"/> | 92-9 thru 92-13 | 92-9 thru 92-14.1 |
| <input type="checkbox"/> | 92-23 thru 92-24.7 | 92-23 thru 92-24.5 |

VOLUME 7

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

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|--------------------------|------------------------------------|--------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 100-51 thru 100-59 | 100-51 thru 100-61 |
| <input type="checkbox"/> | 101-40.3 thru 101-40.7 | 101-40.3 thru 101-40.7 |
| <input type="checkbox"/> | 101-54.15 thru 101-54.21 | 101-54.15 thru 101-54.21 |
| <input type="checkbox"/> | 101-73 thru 101-75 | 101-73 thru 101-75 |
| <input type="checkbox"/> | 103-3 thru 103-5 | 103-3 thru 103-6.1 |
| <input type="checkbox"/> | 103-29 thru 103-30.1 | 103-29 thru 103-30.1 |

Special Alert

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|--------------------------|-------------------------------|---|
| <input type="checkbox"/> | No Material removed | Special Alert page SAch104-1 (file preceding 104-1) |
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Revision

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|--------------------------|--------------------------------|----------------------|
| <input type="checkbox"/> | 110A-5 thru 110A-11 | 110A-5 thru 110A-11 |
| <input type="checkbox"/> | 111-23 thru 111-24.1 | 111-23 thru 111-24.1 |
| <input type="checkbox"/> | 111-83 thru 111-85 | 111-83 thru 111-85 |

Special Alert

- | | | |
|--------------------------|-------------------------------|---|
| <input type="checkbox"/> | No Material removed | Special Alert page SAch113-1 (file preceding 113-1) |
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Revision

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| <input type="checkbox"/> | 113-31 | 113-31 thru 113-32.1 |
|--------------------------|------------------|----------------------|

VOLUME 8

Revision

- | | | |
|--------------------------|---------------------|------------|
| <input type="checkbox"/> | Title page. | Title page |
|--------------------------|---------------------|------------|

Special Alert

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|--------------------------|-------------------------------|---|
| <input type="checkbox"/> | No Material removed | Special Alert page SAch120-1 (file preceding 120-1) |
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Revision

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|--------------------------|--------------------------------|----------------------|
| <input type="checkbox"/> | 120-14.1 thru 120-23 | 120-15 thru 120-24.1 |
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Special Alert

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|--------------------------|-------------------------------|---|
| <input type="checkbox"/> | No Material removed | Special Alert page SAch120A-1 (file preceding 120A-1) |
| <input type="checkbox"/> | No Material removed | Special Alert page SAch120C-1 (file preceding 120C-1) |

Revision

Check As Done	<i>Remove Old Pages Numbered</i>	<i>Insert New Pages Numbered</i>
<input type="checkbox"/>	122-25 thru 122-28.1	122-25 thru 122-28.3
<input type="checkbox"/>	122-135 thru 122-137	122-135 thru 122-137

VOLUME 9

Revision

<input type="checkbox"/>	Title page.	Title page
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Special Alert

<input type="checkbox"/>	No Material removed	Special Alert page SACh131-1 (file preced- ing 131-1)
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Revision

<input type="checkbox"/>	131-9 thru 131-11	131-9 thru 131-11
<input type="checkbox"/>	131-21	131-21
<input type="checkbox"/>	131-85 thru 131-86.3	131-85 thru 131-86.3
<input type="checkbox"/>	134-31 thru 134-35	134-31 thru 134-35
<input type="checkbox"/>	134-81	134-81
<input type="checkbox"/>	135-29	135-29 thru 135-30.1

VOLUME 10

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	147-20.1 thru 147-21	147-21 thru 147-22.1
<input type="checkbox"/>	150-9 thru 150-15	150-9 thru 150-16.1
<input type="checkbox"/>	150-39	150-39
<input type="checkbox"/>	150-85	150-85
<input type="checkbox"/>	150-160.1 thru 150-167	150-161 thru 150-165
<input type="checkbox"/>	151-10.1 thru 151-11	151-11 thru 151-12.1
<input type="checkbox"/>	152-19 thru 152-25	152-19 thru 152-25
<input type="checkbox"/>	153-25	153-25 thru 153-26.1

VOLUME 11

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	160A-1 thru 160A-14.1	160A-1 thru 160A-14.3
<input type="checkbox"/>	162-7.	162-7 thru 162-8.1
<input type="checkbox"/>	165-5.	165-5 thru 165-6.1
<input type="checkbox"/>	165-17 thru 165-23	165-17 thru 165-24.1
<input type="checkbox"/>	171-35	171-35 thru 171-36.1

Check
As
Done

Remove Old
Pages Numbered

Insert New
Pages Numbered

VOLUME 12

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	180-5 thru 180-7	180-5 thru 180-7
<input type="checkbox"/>	180-23 thru 180-31	180-23 thru 180-32.1
<input type="checkbox"/>	180-63	180-63 thru 180-64.3
<input type="checkbox"/>	183-7 thru 183-8.1	183-7 thru 183-8.1
<input type="checkbox"/>	183-28.1 thru 183-31	183-29 thru 183-32.1

VOLUME 13

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	200-47	200-47 thru 200-48.1
<input type="checkbox"/>	201-1 thru 201-9	201-1 thru 201-9
<input type="checkbox"/>	203-25 thru 203-27	203-25 thru 203-28.1
<input type="checkbox"/>	203-49 thru 203-66.1	203-49 thru 203-66.5
<input type="checkbox"/>	203-93 thru 203-94.5	203-93 thru 203-94.5
<input type="checkbox"/>	203A-16.1 thru 203A-17.	203A-17 thru 203A-18.1
<input type="checkbox"/>	203A-43	203A-43 thru 203A-44.1
<input type="checkbox"/>	203A-53 thru 203A-73	203A-53 thru 203A-74.9
<input type="checkbox"/>	203A-81 thru 203A-129	203A-81 thru 203A-130.11
<input type="checkbox"/>	203A-141.	203A-141 thru 203A-142.1
<input type="checkbox"/>	203A-173.	203A-173 thru 203A-174.1
<input type="checkbox"/>	205-31	205-31 thru 205-32.1

VOLUME 14

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	210-107	210-107 thru 210-108.1
<input type="checkbox"/>	210A-15	210A-15 thru 210A-16.1
<input type="checkbox"/>	210A-27 thru 210A-29	210A-27 thru 210A-30.1
<input type="checkbox"/>	210A-42.1 thru 210A-52.3	210A-43 thru 210A-52.5
<input type="checkbox"/>	210A-68.1 thru 210A-68.13	210A-68.1 thru 210A-68.13
<input type="checkbox"/>	210A-77 thru 210A-83	210A-77 thru 210A-84.1
<input type="checkbox"/>	210A-117.	210A-117 thru 210A-118.1
<input type="checkbox"/>	210A-148.1 thru 210A-152.7.	210A-149 thru 210A-152.7
<input type="checkbox"/>	220-57 thru 220-58.3	220-57 thru 220-58.3
<input type="checkbox"/>	221-9 thru 221-11	221-9 thru 221-11

VOLUME 15

**Check
As
Done** Remove Old
Pages Numbered

Insert New
Pages Numbered

Revision

- | | | |
|--------------------------|--------------------------------|--------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 231-5. | 231-5 thru 231-6.1 |
| <input type="checkbox"/> | 231-17 thru 231-28.1 | 231-17 thru 231-27 |

VOLUME 17

Revision

- | | | |
|--------------------------|---|-----------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 251-9 thru 251-10.1 | 251-9 thru 251-10.1 |
| <input type="checkbox"/> | 252-9. | 252-9 thru 252-10.1 |
| <input type="checkbox"/> | 252-17 thru 252-19 | 252-17 thru 252-20.1 |
| <input type="checkbox"/> | 252-26.3 thru 252-31 | 252-27 thru 252-32.7 |
| <input type="checkbox"/> | 255-31 thru 255-32.1 | 255-31 thru 255-32.1 |
| <input type="checkbox"/> | 255-34.9 thru 255-34.11 | 255-34.9 thru 255-34.11 |
| <input type="checkbox"/> | 257-19 thru 257-20.1 | 257-19 thru 257-20.1 |
| <input type="checkbox"/> | 260-7 thru 260-15. | 260-7 thru 260-16.1 |
| <input type="checkbox"/> | 260-25 thru 260-27 | 260-25 thru 260-28.1 |
| <input type="checkbox"/> | 260-75 thru 260-76.1 | 260-75 thru 260-76.1 |
| <input type="checkbox"/> | 260-93 thru 260-94.4(1) | 260-93 thru 260-94.4(1) |
| <input type="checkbox"/> | 260-94.15 thru 260-94.16(1) | 260-94.15 thru 260-94.16(1) |
| <input type="checkbox"/> | 260-94.26(1) thru 260-94.30(1). | 260-94.27 thru 260-94.30(1) |
| <input type="checkbox"/> | 260-94.41. | 260-94.41 thru 260-94.42(1) |

VOLUME 18

Revision

- | | | |
|--------------------------|-----------------------------------|-------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 270-17 thru 270-23 | 270-17 thru 270-24.1 |
| <input type="checkbox"/> | 270-36.7 thru 270-36.11 | 270-36.7 thru 270-36.11 |
| <input type="checkbox"/> | 270A-30.1 thru 270A-31. | 270A-31 thru 270A-32.1 |
| <input type="checkbox"/> | 280-23 thru 280-29 | 280-23 thru 280-30.1 |
| <input type="checkbox"/> | 280-49 thru 280-52.1 | 280-49 thru 280-52.1 |
| <input type="checkbox"/> | 281-27 | 281-27 thru 281-28.1 |
| <input type="checkbox"/> | 281-41 thru 281-49 | 281-41 thru 281-50.1 |

Special Alert

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|--------------------------|-------------------------------|--|
| <input type="checkbox"/> | No Material removed | Special Alert page SAch282-1 (file preced-
ing 282-1) |
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Revision

- | | | |
|--------------------------|----------------------------------|----------------------|
| <input type="checkbox"/> | 282-16.1 thru 282-22.7 | 282-17 thru 282-22.7 |
| <input type="checkbox"/> | 282-53 | 282-53 thru 282-54.1 |

Check As Done	<i>Remove Old <u>Pages Numbered</u></i>	<i>Insert New <u>Pages Numbered</u></i>
<input type="checkbox"/>	282-82.5 thru 282-82.6(1)	282-82.5 thru 282-82.6(1)
<input type="checkbox"/>	282-86.3	282-86.3
<input type="checkbox"/>	283-25 thru 283-28.1	283-25 thru 283-28.1
<input type="checkbox"/>	285-24.3 thru 285-26.11	285-25 thru 285-26.13

VOLUME 19

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	290-23 thru 290-24.1	290-23 thru 290-24.1
<input type="checkbox"/>	290-62.1 thru 290-62.3	290-62.1 thru 290-62.5
<input type="checkbox"/>	291-29 thru 291-36.1	291-29 thru 291-36.1
<input type="checkbox"/>	293-9.	293-9 thru 293-10.1
<input type="checkbox"/>	293-18.1 thru 293-18.7	293-18.1 thru 293-18.7
<input type="checkbox"/>	293-35	293-35 thru 293-36.1
<input type="checkbox"/>	293-67 thru 293-87	293-67 thru 293-88.1
<input type="checkbox"/>	293-106.5 thru 293-106.7	293-106.5 thru 293-106.8(1)
<input type="checkbox"/>	293-136.5.	293-136.5 thru 293-136.6(1)
<input type="checkbox"/>	293-136.8(3) thru 293-136.8(9).	293-136.8(3) thru 293-136.8(15)
<input type="checkbox"/>	311-6.1 thru 311-7.	311-7 thru 311-8.1
<input type="checkbox"/>	311-15 thru 311-21	311-15 thru 311-22.1

VOLUME 20

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	320-11	320-11 thru 320-12.1
<input type="checkbox"/>	320-57	320-57 thru 320-58.1
<input type="checkbox"/>	321-15 thru 321-21	321-15 thru 321-22.1
<input type="checkbox"/>	321-26.15 thru 321-26.17	321-26.15 thru 321-26.17
<input type="checkbox"/>	321-33 thru 321-38.1	321-33 thru 321-38.7
<input type="checkbox"/>	321-81 thru 321-84.1	321-81 thru 321-84.1
<input type="checkbox"/>	321-97 thru 321-99	321-97 thru 321-100.1
<input type="checkbox"/>	321-104.9.	321-104.9 thru 321-104.10(1)
<input type="checkbox"/>	321-104.23 thru 321-104.24(1).	321-104.23 thru 321-104.24(1)
<input type="checkbox"/>	321-131 thru 321-132.1	321-131 thru 321-132.1
<input type="checkbox"/>	322-21 thru 322-29	322-21 thru 322-30.1
<input type="checkbox"/>	322-54.3 thru 322-54.17	322-54.3 thru 322-54.17
<input type="checkbox"/>	323-8.1 thru 323-9	323-9 thru 323-10.1
<input type="checkbox"/>	332-7 thru 332-17.	332-7 thru 332-18.1
<input type="checkbox"/>	333-19 thru 333-20.1	333-19 thru 333-20.1
<input type="checkbox"/>	333-49	333-49 thru 333-50.1
<input type="checkbox"/>	333-67 thru 333-78.5	333-67 thru 333-78.5
<input type="checkbox"/>	334-5.	334-5 thru 334-6.1

Check As Done	<i>Remove Old <u>Pages Numbered</u></i>	<i>Insert New <u>Pages Numbered</u></i>
<input type="checkbox"/>	336-21	336-21 thru 336-22.1
<input type="checkbox"/>	337-5 thru 337-6.1	337-5 thru 337-6.1

VOLUME 21

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	340-9.	340-9 thru 340-10.1
<input type="checkbox"/>	340-18.1 thru 340-19	340-19 thru 340-20.1
<input type="checkbox"/>	340-29	340-29 thru 340-30.1
<input type="checkbox"/>	340-61 thru 340-62.1	340-61 thru 340-62.1
<input type="checkbox"/>	340-66.3 thru 340-78.1	340-67 thru 340-78.3
<input type="checkbox"/>	340-88.9 thru 340-88.15	340-88.9 thru 340-88.15
<input type="checkbox"/>	341-40.5 thru 341-55	341-41 thru 341-56.1
<input type="checkbox"/>	343-17 thru 343-19	343-17 thru 343-20.1
<input type="checkbox"/>	345-23 thru 345-26.1	345-23 thru 345-26.1
<input type="checkbox"/>	345-57 thru 345-59	345-57 thru 345-60.1

VOLUME 22

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	363-3.	363-3 thru 363-4.1
<input type="checkbox"/>	363-59	363-59 thru 363-60.1
<input type="checkbox"/>	370-9 thru 370-13	370-9 thru 370-14.1

VOLUME 23

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	381-45 thru 381-48.3	381-45 thru 381-48.3

VOLUME 24

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	415-23	415-23 thru 415-24.1
<input type="checkbox"/>	415-40.1 thru 415-40.7	415-40.1 thru 415-40.7

VOLUME 25

Revision

Check As Done	<i>Remove Old <u>Pages Numbered</u></i>	<i>Insert New <u>Pages Numbered</u></i>
<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	421-9.	421-9 thru 421-10.1
<input type="checkbox"/>	422-13	422-13
<input type="checkbox"/>	423-9 thru 423-20.1	423-9 thru 423-20.1
<input type="checkbox"/>	423-31	423-31
<input type="checkbox"/>	423-47 thru 423-51	423-47 thru 423-51

VOLUME 26

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	I-71	I-71 thru I-72.1
<input type="checkbox"/>	I-141 thru I-271.	I-141 thru I-271
<input type="checkbox"/>	I-315 thru I-391.	I-315 thru I-392.1
<input type="checkbox"/>	I-435 thru I-451.	I-435 thru I-452.1
<input type="checkbox"/>	I-603 thru I-681.	I-603 thru I-682.1
<input type="checkbox"/>	I-717 thru I-741.	I-717 thru I-742.1
<input type="checkbox"/>	I-853 thru I-867.	I-853 thru I-868.1
<input type="checkbox"/>	I-915 thru I-957.	I-915 thru I-958.1

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