

PUBLICATION UPDATE

Route to: _____ _____ _____ _____
 _____ _____ _____ _____

Dorsaneo, Texas Litigation Guide

Publication 719 Release 116

March 2015

HIGHLIGHTS

- **Important Recent Texas Cases Incorporated**
- **Appellate Process Flowcharts Added**

This release updates *Texas Litigation Guide* with recent Texas Supreme Court and court of appeals decisions, U.S. Supreme Court and other federal cases, rule amendments, and other significant developments since Release 115. Some of the significant developments and revisions in this release are summarized below. The release also contains revised pages updating the index.

DORSANEO, TEXAS LITIGATION GUIDE (USPS 018-383) is published quarterly for \$4,125 by Matthew Bender & Co., Inc. 3 Lear Jet Lane Suite 102 PO Box 1710, Latham, NY 12110. 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

Restyled Evidence Rules Coming Soon. The Texas Supreme Court has released a completely “restyled” version of the Texas Rules of Evidence for public comment [*see* Misc. Docket No. 14-9232 (Nov. 19, 2014)]. As explained by the Court in its order, “these amendments comprise a general restyling of the Texas Rules of Evidence. They seek to make the rules more easily understood and to make style and terminology consistent throughout. The restyling changes are intended to be stylistic only.” The rule numbers will remain the same, although subsection designations have changed or been rearranged in some rules “to achieve greater clarity and simplicity.” In addition to the style changes, the Court released proposed substantive changes to two rules: (1) Rule 511, relating to waiver of privilege by voluntary disclosure; and (2) Rule 613, relating to a witness’s opportunity to explain or deny a prior inconsistent statement or circum-

stances indicating bias or interest. The version of the rules released in November is subject to change based on comments received prior to February 28, 2015. The final version of the rules will become effective on April 1, 2014. Additional details may be found in the Court's order, which is available on the Texas Judicial Branch website at <http://www.txcourts.gov/media/710070/149232.pdf>. The final version of the amended rules will be incorporated into the *Texas Litigation Guide* in an upcoming release.

Appellate Process Overview Chapter Enhanced With Flowcharts. Ch. 145, *Overview of the Appellate Process*, has been enhanced with the addition of helpful new flowcharts outlining the process and deadlines for all key steps in the appellate process.

No Distinction Between “Verify” and “Verification.” In *In re K.M.L.*, 57 Tex. Sup. Ct. J. 1357, 2014 Tex. LEXIS 765, **19–20 (Tex. 2014), the Texas Supreme Court held that “verify” means to “substantiate by oath or affidavit,” and a “verification” is “an oath or affirmation that an authorized officer administers to an affiant or deponent.” See Ch. 11, *Plaintiff's Original Petition*, § 11.02[9][a].

Fair Notice Pleading Requirement. In *DART v. Morris*, 434 S.W.3d 752, 761–762 (Tex. App.—Dallas 2014, pet. filed), the court of appeal held that a plaintiff need not plead the applicable standard of care in a negligence claim in order to meet the fair notice requirement. See Ch. 11, *Plaintiff's Original Petition*, § 11.02[6][a].

Sanctions for Groundless Pleadings. In *Nath v. Tex. Children's Hosp.*, 57 Tex. Sup. Ct. J. 1328, 2014 Tex. LEXIS 756, **33–34 (Tex. 2014), the Texas Supreme Court held that if a plaintiff learns through discovery that no factual support for a

contention exists and still pursues litigation, that conduct may be sanctionable as an abuse of the discovery process under Tex. R. Civ. P. 215.3. See Ch. 14, *Sanctions for Improper Pleading*, § 14.01[4].

Standards for Disqualification or Substitution of Jurors. Ch. 123, *Jury Deliberations and the Verdict*, has been updated with discussion of *In re M.G.N.*, 57 Tex. Sup. Ct. J. 1259, 2014 Tex. LEXIS 693, *6 (Tex. Aug. 22, 2014), in which the Texas Supreme Court discussed the separate standards for disqualification of a juror and substitution of a juror with an alternate [see § 123.21[3][c]].

Requirements for Substituted Service. In *Torres v. Haynes*, 432 S.W.3d 370, 372–373 (Tex. App.—San Antonio 2014, no pet.), the court of appeals held that substituted service is invalid without a written motion and an affidavit. See Ch. 31, *Service on Residents*, § 31.103[1][a].

Defective Citation. In *Midstate Env'tl. Servs., LP v. Peterson*, 435 S.W.3d 287, 290 (Tex. App.—Waco 2014, no pet.), the court of appeals held that a citation was defective when it named the defendant's agent, rather than the defendant, for service of process. See Ch. 32, *Personal Jurisdiction and Service on Nonresidents*, § 32.50[2].

Pleading Affirmative Defenses. In *MAN Engines & Components, Inc. v. Shows*, 434 S.W.3d 132, 136 (Tex. 2014), the Texas Supreme Court discussed the definition of affirmative defenses under Civil Rule 94, concluding that the defense of express disclaimer of implied warranties was an affirmative defense that could not be raised on appeal if not pleaded in the trial court. See Ch. 70, *Answer*, § 70.05[1], [3][p].

Standards for Dismissal of Baseless Causes of Action. In Ch. 103, *Dismissal*, the discussion of new Civil Rule 91a,

allowing the dismissal of causes of action that have no basis in law or fact, has been revised in light of *GoDaddy.Com, LLC v. Toups*, 429 S.W.3d 752, 754 (Tex. App.—Beaumont 2014, no pet. h.); in this case, the Beaumont Court indicated that the federal rules allowing for dismissal of baseless claims are sufficiently analogous to Rule 91a that the “plausibility” standard developed by the federal courts is instructive in interpreting Rule 91a. See Ch. 103, *Dismissal*, § 103.02[1].

Clarification of Standards for Objections to Jury Charge. Ch. 122, *Jury Charge*, and Ch. 145, *Overview of the Appellate Process* have been revised to include discussion of *Burbage v. Burbage*, 57 Tex. Sup. Ct. J. 1303, 1307–1308 (Tex. 2014), in which the Texas Supreme Court held that preservation of an appellate complaint requires that a party make a timely objection that is sufficiently specific to make the trial court aware of the complaint, unless the specific grounds were apparent from the context, and obtain a ruling on the objection.

Time Limit for Objections to the Jury Charge. In *King Fisher Marine Serv., L.P. v. Tamez*, 57 Tex. Sup. Ct. J. 1451, 2014 Tex. LEXIS 766, *21 (Tex. Aug. 29, 2014), the Texas Supreme Court ruled that trial courts have discretion to set and enforce a deadline for objections to the jury charge that may expire before the time the court charges the jury, as long as the deadline affords the parties a reasonable time to inspect and object to the charge. See Ch. 110, *Pretrial Conferences*, § 110.02[6]; Ch. 122, *Jury Charge*, § 122.07[3][c], [d].

Requirements for Restricted Appeal. In *Pike-Grant v. Grant*, 58 Tex. Sup. Ct. J. 30, 2014 Tex. LEXIS 834, **5–6 (Tex. Oct. 3, 2014), the Texas Supreme Court

discussed the requirements for restricted appeal and reaffirmed that the requirement that the party seeking restricted appeal not have participated in the hearing must be strictly construed in favor of the right to appeal. See Ch. 154, *Restricted Appeal*, §§ 154.01[1], 154.02[2][a].

Jurisdiction of Pre-Suit Deposition Motion. In *In re Doe*, 57 Tex. Sup. Ct. J. 1440, 2014 Tex. LEXIS 762 **12–19 (Tex. 2014), the Texas Supreme Court held that a motion for a pre-suit deposition must be made in a court with personal jurisdiction over the defendant. See Ch. 10, *Depositions Before Suit*, § 10.03[2].

Attorney’s Fees

Attorney’s Fees as Damages Stemming From Prior Litigation. In *In re Marriage of Pyrtle*, 433 S.W.3d 152, 168–171 (Tex. App.—Dallas 2014, pet. denied), the court of appeals held that when a party claims fees as damages from a prior action, the party is not required to establish the reasonableness or necessity of the fees. See Ch. 22, *Attorney’s Fees*, § 22.11[3].

Segregation of Recoverable Attorney’s Fees. The court of appeals in *Imagine Auto. Group v. Boardwalk Motor Cars, Ltd.* (2014) 430 S.W.3d 620, 648–649 (Tex. App.—Dallas 2014, pet. filed), held that a party is not required to segregate recoverable and nonrecoverable fees within a particular claim or cause of action. See Ch. 22, *Attorney’s Fees*, § 22.41A.

Award of Zero Attorney’s Fees. In *Meek v. Onstad*, 430 S.W.3d 601, 607–610 (Tex. App.—Houston [14th Dist.] 2014, no pet. h.), the court of appeals held that an award of no attorney’s fees is proper if the evidence shows that the attorney’s services were unneeded or that the services provided were of no value. See Ch. 22, *Attor-*

ney's Fees, § 22.52[1].

Personal Injury and Tort Litigation

The tort litigation chapters have been updated to reflect the recent significant case developments:

Ch. 321, *Medical Malpractice*, has been revised with cases from the Texas Supreme Court and courts of appeals, including:

- *Tenet Hosps. Ltd. v. Rivera*, 57 Tex. Sup. Ct. J. 1238 (Tex. 2014), which applied the statute of repose applicable to healthcare liability claims to a patient who was a minor at the time of treatment and held: (1) the absence of diligence by a parent or other representative party precludes an open courts challenge to the statute of repose; and (2) applying the statute to a claim that accrued seven years before its adoption is not unconstitutional retroactively [§ 321.12[4]; see also See Ch. 72, *Limitation of Actions*, §§ 72.02A[1], 72.03[3][d]].
- *Mem'l Hermann Hosp. Sys. v. Galvan*, 434 S.W.3d 176 (Tex. App.—Houston [14th Dist.] 2014, pet. filed), which held that a hospital visitor's slip-and-fall claim is a healthcare liability claim (HCLC) because it concerns an alleged departure from accepted safety standards [§ 321.02[2][c], [f]].
- *Christus Health Gulf Coast v. Carswell*, 433 S.W.3d 585 (Tex. App.—Houston [1st Dist.] 2013, pet. filed), which held that a claim that a hospital fraudulently induced the survivors of a deceased patient to consent to an autopsy in the hospital rather than by a government medical examiner or

other independent pathologist is not an HCLC [§ 321.02[2][h]].

Ch. 333, *Libel and Slander*, has been revised with cases from the Texas Supreme Court and courts of appeals, including:

- *Burbage v. Burbage*, 57 Tex. Sup. Ct. J. 1303 (Tex. 2014), which held that: (1) when the defamatory statements at issue are unambiguous, and the facts and circumstances of publication are undisputed, whether qualified privilege applies is a question of law; and (2) compensatory damages were unavailable because there was no evidence that the plaintiff's reputation had been harmed by the statements [§§ 333.20[2], 333.30[1]].
- *Kinney v. Barnes*, 57 Tex. Sup. Ct. J. 1428 (Tex. 2014), which held that when statements have already been adjudicated as defamatory, permanent injunctive relief is available to require their removal; however, the court may not enjoin the making of similar statements in the future because: (1) that is a prohibited prior restraint; (2) an injunction cannot effectively remedy future defamation without chilling protected speech; (3) damages are presumed to be an adequate remedy for any future defamation, and any alleged inadequacy of that remedy does not justify a prior restraint on speech [§ 333.31].
- *KBMT Operating Co., LLC v. Toledo*, 434 S.W.3d 276 (Tex. App.—Beaumont 2014, pet. filed), which held that the statutory privilege for a "fair, true, and impartial account" of a public proceeding was inapplicable because

a media report that a pediatrician was disciplined for sexual contact with a patient would be understood by the average listener as referring to a minor, when the particular patient was in fact an adult [§§ 333.11[4][a], 333.21[1]].

- *Jardin v. Marklund*, 431 S.W.3d 765 (Tex. App.—Houston [14th Dist.] 2014, no pet.), which held that when the allegedly defamatory communications at issue were not made by the defendant, none of the defendant’s constitutional rights are implicated and the Citizens Participation Act is inapplicable [§ 333.42[1][b]].

Ch. 310, *Premises Liability*, has been revised to include recent cases from the Texas Supreme Court and courts of appeals, including:

- *Henkel v. Norman*, 57 Tex. Sup. Ct. J. 1261 (Tex. 2014) (per curiam), which held that a homeowner’s warning of “don’t slip” to a letter carrier was adequate as a matter of law and precluded a premises liability claim because it could only be understood as a warning of a slippery surface, and there was no need to specifically mention the possibility of ice [§ 310.05[2][a]].
- *Elmgren v. Ineos USA, LLC*, 2014 Tex. App. LEXIS 4227 (Tex. App.—Houston [14th Dist.] April 27, 2014, pet. filed), which produced a split of authority over the scope of Chapter 95 of the Civil Practices and Remedies Code by holding that the statute precludes only those claims that are based on a condition of the premises due to the negligence or other conduct of a contractor or subcontractor,

and does not apply to claims that are based on the active negligence of the premises owner [§ 310.02[3][d]].

Ch. 290, *Negligence*, has been revised with cases from the Texas Supreme Court and courts of appeals, including:

- *Chapman Custom Homes, Inc. v. Dallas Plumbing Co.*, 57 Tex. Sup. Ct. J. 1264 (Tex. 2014) (per curiam), which held that a homeowner has a tort claim for water damage caused by a plumber’s negligent performance of its subcontract with the general contractor because the plumber has an independent duty not to damage the property, and the loss went beyond the subject matter of the contract, so the economic loss rule did not bar recovery in negligence [§ 290.02[3][c]].
- *DART v. Morris*, 434 S.W.3d 752 (Tex. App.—Dallas 2014, pet. filed), which held that an unavoidable accident instruction should not be given merely because each party accuses the other of negligence; instead, there must be evidence of an extraneous condition not attributable to the conduct of either party [§ 290.21[5]].

Chapter 20, *Damages in Tort*, has been revised with cases from the Texas Supreme Court and courts of appeals, including:

- *Gilbert Wheeler, Inc. v. Enbridge Pipelines (E. Tex.), L.P.*, 57 Tex. Sup. Ct. J. 1465 (Tex. 2014), which clarified the distinctions between temporary and permanent injuries to real property and held that: (1) although the jury must resolve any underlying factual disputes as to when and how the

property was damaged, whether the resulting injury is temporary or permanent is a question of law for resolution by the court; (2) although damages for a temporary injury are usually measured by the cost of repair or restoration, when that cost is disproportionate to the diminution in the property's market value, the injury is deemed permanent, and damages are limited to the loss in fair market value; and (3) intrinsic value damages may be claimed for the loss of trees and other non-crop vegetation that reduces the property's fair market value by only a nominal amount [§§ 20.04[1], [3], [5], 280.01[3][b]].

- *Houston Unlimited, Inc. v. Mel Acres Ranch*, 57 Tex. Sup. Ct. J. 1223 (Tex. 2014), which declined to decide whether “stigma” damages to real property are available under Texas law, and instead held that the expert testimony offered by the owner to support that element of damages was legally insufficient [§§ 20.04[2], 280.10[2][a]].
- *Morrison v. Campbell*, 431 S.W.3d 611 (Tex. App.—Fort Worth 2014, no pet.), which held that when a personal property owner is unable to replace the item due to an insurer's unreasonable delay in paying the claim, loss of use damages are available even as to totally destroyed property [§ 20.03[3][c]].

Ch. 293, *Claims Against Governmental Entities*, has been revised with cases from the Texas courts of appeals, including:

- *City of New Braunfels v. Carowest Land, Ltd.*, 432 S.W.3d 501 (Tex.

App.—Austin 2014, no pet.), which held that: (1) a party asserting defensive claims against a government unit under the rule of *Reata Constr. Co. v. City of Dallas*, 197 S.W.3d 371 (Tex. 2006) need not plead the unit's absence of immunity; and (2) when the unit sues for breach of contract, compulsory counterclaims always fall within the *Reata* rule [§ 293.01[1A]].

- *City of Austin v. Liberty Mut. Ins.*, 431 S.W.3d 817 (Tex. App.—Austin 2014, no pet.), which held that: (1) because any requirement of notice to a city is imposed by a charter or ordinance, it is not a “statutory” requirement and is not jurisdictional; and (2) a city was not immune from a common law negligence claim in installing and maintaining its electric transmissions lines [§§ 293.01[3], 293.16[1][a]].

Ch. 322, *Professional Malpractice*, has been revised with cases from the Texas courts of appeals, including:

- *Byrd v. Phillip Galyen, P.C.*, 430 S.W.3d 515 (Tex. App.—Fort Worth 2014, pet. denied), which held that the sole proximate cause rule barring a malpractice claim by a convicted client against a criminal defense attorney does not apply to a claim that an attorney's conduct resulted in the client being subjected to a civil remedial contempt order [§ 322.02[1][f]].
- *Andrew Shebay & Co., P.P.L.C. v. Bishop*, 429 S.W.3d 644 (Tex. App.—Houston [1st Dist.] 2013, pet. denied), which held that when a person is convicted of tax evasion and filing a false return, a

malpractice claim against the accountant who prepared and filed the return is not available [§ 322.03[1][a]].

Ch. 292, *Death Actions*, has been revised to include *In re Dallas Group of Am., Inc.*, 434 S.W.3d 647 (Tex. App.—Houston [1st Dist.] 2014, orig. proceeding), which held that if the deceased filed a formal acknowledgement of paternity of a child that was valid at the time of death, that child is a wrongful death beneficiary, and the defendant may not seek DNA testing or otherwise challenge the deceased's paternity in order to defeat a wrongful death claim [§ 292.02[2][b]].

Ch. 291, *Proportionate Responsibility; Contribution and Indemnity*, has been revised to include *Dalworth Restoration, Inc. v. Rife-Marshall*, 433 S.W.3d 773 (Tex. App.—Fort Worth 2014, pet. dismissed), which applied the settlement credit provisions of the proportionate responsibility statutes and held that: (1) a claim to a credit is not an affirmative defense and therefore need not be raised in the pleadings; (2) assignment of 100 percent of responsibility for the harm to the nonsettling defendant does not preclude a credit; and (3) a credit was available for the amount a homeowner had received from its insurer because the payment was for the same property damage [§ 291.03[3][c]].

Ch. 336, *Fraud*, has been revised to include *Landers v. Aurora Loan Servs., LLC*, 434 S.W.3d 291 (Tex. App.—Texarkana 2014, no pet.), which held that a fraud claim against a business entity requires a showing that the particular employee, officer, or other company agent who made the alleged misrepresentations have the requisite mental state [§ 336.04[4][a]].

Insurance and Workers' Compensation Litigation

Anti-Technicality Statute. Ch. 343, *Property Insurance*, has been revised with *Greene v. Farmers Ins. Exch.*, 57 Tex. Sup. Ct. J. 1406 (Tex. 2014), which applied the anti-technicality statute of Insurance Code Section 862.054 and held that when the insured does not breach or violate any provision of the policy, the statute is inapplicable and does not limit any defense otherwise available to the insurer [§ 343.05].

Business and Commercial Litigation

Reliance and Loss Causation in Rule 10b-5 Securities Fraud Action. In *Halliburton Co. v. Erica P. John Fund, Inc.*, 134 S. Ct. 2398, 2412, 2414 (2014), the U.S. Supreme Court held that defendants in a Rule 10b-5 action can rebut the presumption of reliance with respect to an individual plaintiff by showing that this plaintiff did not rely on the integrity of the market price in trading stock. See Ch. 171, *Securities Fraud*, § 171.06[4][a][v].

Derivative Actions and Limited Partnerships. In *In re Fisher*, 433 S.W.3d 523, 527 (Tex. 2014), the Texas Supreme Court held that although a limited partner does not have standing to sue for injuries to the partnership that merely diminish the value of the partner's interest, a limited partner that is personally aggrieved may bring a claim for those injuries the limited partner has suffered directly. See Ch. 182, *Limited Partnership*, § 182.08[1].

Implied Warranty of Merchantability. In *Man Engines & Components, Inc. v. Shows*, 434 S.W.3d 132, 138–142 (Tex. 2014), the Texas Supreme Court held that there is no reason why a merchant's legally-imposed duty to issue merchantable goods should automatically end when a

good passes to a subsequent buyer. *See* Ch. 221, *Warranties*, § 221.11[5][b].

Employment Litigation

Union Fees and In-Home Healthcare Workers. In *Harris v. Quinn*, 573 U.S. ___, 134 S. Ct. 2618, 2634–2638 (2014), the U.S. Supreme Court held that non-union in-home healthcare workers who provide care to disabled individuals through Medicaid-waiver programs run by the state cannot be compelled to pay an agency fee to support union work that is related to the collective-bargaining process. *See* Ch. 202, *Labor Unions*, § 202.02[8][b].

Arbitration of Labor Disputes. In *Gilbert v. Donahoe*, 751 F.3d 303, 307–308 (5th Cir. [Tex.] 2014), the Fifth Circuit held that a provision in a collective bargaining agreement that clearly and unmistakably requires union members to arbitrate claims arising under the Family and Medical Leave Act and the Rehabilitation Act is enforceable. *See* Ch. 202, *Labor Unions*, § 202.03[1][b].

Fraud Claims Against Employer. In *Sawyer v. E.I. Du Pont De Nemours & Co.*, 430 S.W.3d 396, 399, 402 (Tex. 2014), the Texas Supreme Court held that under Texas law at-will employees may not bring fraud claims against their employers for loss of their employment. *See* Ch. 203, *Employer-Employee Relations*, § 203.06[1][e].

Estates Code Litigation

Jurisdiction Over Personal Representative. In *Diaz v. Elkin*, 434 S.W.3d 260, 263 (Tex. App.—Houston [1st Dist.] 2014, no pet. h.), the court of appeals held that Texas courts have no jurisdiction over a personal representative of an estate who holds that status due to appointment in another state or country. *See* Ch. 392, *Admitting Wills to Probate*, § 392.05[5].

Venue in Action for Tortious Interference With Inheritance. In *In re Hannah*, 431 S.W.3d 801, 807–808 (Tex. App.—Houston [14th Dist.] 2014, no pet. h.), the court of appeals held that an action to recover damages for tortious interference with inheritance and related causes of action was not a probate proceeding within the scope of the venue provision of the Estates Code. *See* Ch. 392, *Admitting Wills to Probate*, § 392.06[1].

Simultaneous Death Act. In *Stephens v. Beard*, 428 S.W.3d 385, 389 (Tex. App.—Tyler 2014, no pet. h.), the Tyler Court of Appeals held that the Simultaneous Death Act did not apply to provisions of the wills of a husband and wife that specified that beneficiaries' receipt of property was contingent on the decedent's spouse failing to survive the decedent by 90 days. *See* Ch. 394, *Will Construction*, § 394.03[1][c].

Real Estate Litigation

Distinguishing Easements. Ch. 281, *Easements*, has been revised with *Hamrick v. Ward*, 57 Tex. Sup. Ct. J. 1297 (Tex. 2014), which clarified the distinctions between necessity easements and prior use easements and held that: (1) a party claiming an implied easement of a roadway to access landlocked, previously unified parcels must pursue that claim as a necessity easement, not as a prior use easement; and (2) a claimant must prove both "historical" necessity, i.e., necessity at the time of severance, and a "continuing, present necessity" to establish necessity easement [§§ 281.03[3], [4], 281.101[1]].

Other Recent Real Estate Cases. The real estate litigation chapters have been updated to include these recent significant cases:

Ch. 270, *Improvements Contracts*, has been revised with cases from the Texas

Supreme Court and courts of appeals, including:

- *Zachry Constr. Corp. v. Port of Houston Auth.*, 57 Tex. Sup. Ct. J. 1378 (Tex. 2014), which addressed a government unit's liability for breach of contract under Chapter 271 of the Local Government Code and held that: (1) if the claimant seeks to recover an element of damages that are not available under the statute, the government unit retains its immunity from suit as to that portion of the claim and the court lacks subject matter jurisdiction; (2) the unit can be liable for delay damages regardless of whether the contract itself expressly provides for those damages or states how they are to be computed; and (3) the "no damages for delay" clause included was unenforceable because it applied regardless of degree of fault, and a contractual provision exempting a party from liability for harm caused intentionally or recklessly is unenforceable on public policy grounds [§§ 270.01[5][b], 270.14[2]].
- *Tex. College of Law v. KBR, Inc.*, 433 S.W.3d 86 (Tex. App.—Houston [1st Dist.] 2014, pet. filed), which applied the 10-year statute of repose applicable to completed construction projects and held that: (1) the statute protects not only those who actually perform the work, but also those who are contractually responsible for construction; and (2) the statute barred all claims against a construction manager when the alleged defects did not appear for more than 20 years after the proj-

ect was completed [§ 270.42[2]].

Ch. 282, *Landlord and Tenant*, has been revised to reflect *Baytown Hous. Auth.*, 430 S.W.3d 578 (Tex. App.—Houston [14th Dist.] 2014, no pet.), which held that: (1) expiration of the lease term and loss of possession does not moot an eviction suit when the tenant has a right to automatic renewal under federal law; and (2) eviction was unavailable when the landlord violated Tex. Prop. Code § 24.005 by both filing suit before the 30-day notice period provided by the lease had expired, and by combining notice of termination and notice to vacate [§§ 282.41[6], 282.100[1]].

Ch. 254, *Deeds and Conveyances*, has been revised with cases from the Texas courts of appeals, including:

- *Tipton v. Brock*, 431 S.W.3d 673 (Tex. App.—El Paso 2014, pet. filed) and *Cade v. Cosgrove*, 430 S.W.3d 488 (Tex. App.—Fort Worth 2014, pet. filed), each of which sought reformation due to the failure to grant or reserve a mineral interest in the deed. The *Tipton* case held that because such an error necessarily appears in the deed, the discovery rule cannot apply to delay accrual of the claim and the running of the limitations period. *Cosgrove* case held that the presumption that the grantor is aware of the contents of the deed can be rebutted by evidence that the title company assured the grantor of the contents of the deed and no copy was received [§ 254.04[8]].
- *Parham Family L.P. v. Morgan*, 434 S.W.3d 774 (Tex. App.—Houston [14th Dist.] 2014, no pet.), which held that a deed is void when the partnership named

as the grantee did not exist at the time of execution [§ 254.03[3]].

- *Millican DPC Partners, LP v. McGregor Trust*, 433 S.W.3d 67 (Tex. App.—San Antonio 2014, pet. filed), which held that when a deed’s metes and bounds description omitted part of tract but also stated the clear intent of the parties to convey the entire 202-acre tract described in a prior deed, the deed was sufficient to convey the omitted portion [§ 254.03[2]].

Ch. 260, *Real Property Tax Suits*, has been revised with cases from the Texas courts of appeals, including:

- *Patel v. Harris County Appraisal Dist.*, 434 S.W.3d 803 (Tex. App.—Houston [14th Dist.] 2014, no pet.), which held that because the Tax Code authorizes judicial review of an order “determining” an owner’s protest, an adverse decision is not required, and the owner may seek review even if the order is in the owner’s favor [§ 260.04[3][b]].
- *Dallas County City of Grand Prairie v. Sides*, 430 S.W.3d 649 (Tex. App.—Dallas 2014, no pet.), which held that a taxing authority may not oppose a former owner’s claim to the excess proceeds of a tax sale on the theory that the owner abandoned the property [§ 260.03[6][b]].

Ch. 255, *Real Property Security Interests*, has been revised with cases from the Texas courts of appeals, including:

- *Grace Interest, LLC v. Wallis State Bank*, 431 S.W.3d 110 (Tex. App.—Houston [14th Dist.] 2013, pet. denied), which held that a borrower’s or guarantor’s waiver

of the right to a statutory offset against a deficiency judgment does not violate public policy, and need not be conspicuous to be enforceable [§ 255.03[6][d]].

- *In re OneWest Bank, FSB*, 430 S.W.3d 573 (Tex. App.—Corpus Christi 2014, orig. proceeding), which held that because an appeal from an expedited foreclosure order is prohibited, mandamus is available to correct a trial court’s clear abuse of discretion in the order [§ 255.06[7]].

Ch. 253, *Agents and Brokers*, has been revised to include recent cases from the Texas courts of appeals, including:

- *Lawrence v. Reyna Realty Group*, 434 S.W.3d 667 (Tex. App.—Houston [1st Dist.] 2014, no pet.), which held that if the entity named as the broker in a listing agreement is an assumed name, the license requirement of the Real Estate License Act is met if the person identified as the alter ego in the assumed name certificate is a licensed broker [§ 253.21[2]].
- *Murphy v. Williams*, 430 S.W.3d 613 (Tex. App.—Dallas 2014, pet. denied), which held that the RELA exception to the statute of frauds for a cause of action between brokers for tortious interference does not apply unless both parties involved are licensed brokers [§ 253.21[3]].

Family Law Proceedings

Appointing Nonparent as Managing Conservator. In *Danet v. Bhan*, 436 S.W.3d 793, 797 (Tex. 2014), the Texas Supreme Court has held that a mother’s misconduct, both in the distant and the recent past, as well as the child’s bond with

the foster parents with whom he had lived for most of his eight years, amounted to some evidence that appointment of the mother as managing conservator would substantially impair the child's physical health or emotional development. *See* Ch. 371, *Conservatorship*, § 371.04[3][d].

Marital Liabilities. The husband's premarital debt could create a valid lien on a home owned as joint management community property, even though the wife was not named in the suit giving rise to the lien and had no role in incurring the debt. *See* Ch. 363, *Division of Property*, § 363.24[1].

Attorney's Fees in SAPCR. Although success on the merits and good cause may be relevant in considering whether a trial court abused its discretion in awarding one

party its attorney's fees under Family Code Section 106.002, those are not requirements under the statute as presently worded. *See* Ch. 370, *SAPCR Procedures*, § 370.11[2].

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 © 2015 Matthew Bender & Company, Inc., a member of the LexisNexis Group.
Publication 719, Release 116, March 2015

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 116

March 2015

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 115. If the set is current, proceed with the filing of this release. If your set is not filed through Release Number 115, 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 Number 116 consist 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.

DORSANEO, TEXAS LITIGATION GUIDE (USPS 018-383) is published Quarterly for \$4,125 by Matthew Bender & Co., Inc. 3 Lear Jet Lane Suite 102 PO Box 1710, Latham, NY 12110. 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.

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"/>	1-20.1 thru 1-23.	1-21 thru 1-23
<input type="checkbox"/>	2-33 thru 2-37	2-33 thru 2-38.1
<input type="checkbox"/>	3-147 thru 3-149	3-147 thru 3-149
<input type="checkbox"/>	10-5 thru 10-15	10-5 thru 10-16.1
<input type="checkbox"/>	11-11 thru 11-13	11-11 thru 11-13
<input type="checkbox"/>	11-27 thru 11-34.1.	11-27 thru 11-34.1
<input type="checkbox"/>	11-65 thru 11-69	11-65 thru 11-69
<input type="checkbox"/>	12-7 thru 12-8.1.	12-7 thru 12-8.1
<input type="checkbox"/>	12-65.	12-65
<input type="checkbox"/>	14-3 thru 14-26.1	14-3 thru 14-26.1
<input type="checkbox"/>	14-43 thru 14-45	14-43 thru 14-45

VOLUME 2

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	20-67 thru 20-101.	20-67 thru 20-97
<input type="checkbox"/>	21-27 thru 21-29	21-27 thru 21-29
<input type="checkbox"/>	21-69.	21-69
<input type="checkbox"/>	21-83 thru 21-97	21-83 thru 21-97
<input type="checkbox"/>	21A-5	21A-5 thru 21A-6.1
<input type="checkbox"/>	21A-15 thru 21A-21.	21A-15 thru 21A-22.1
<input type="checkbox"/>	22-17.	22-17 thru 22-18.1
<input type="checkbox"/>	22-67 thru 22-77	22-67 thru 22-78.1
<input type="checkbox"/>	22-115 thru 22-121	22-115 thru 22-121
<input type="checkbox"/>	30-1	30-1 thru 30-2.1
<input type="checkbox"/>	30-12.1 thru 30-12.3.	30-12.1 thru 30-12.3
<input type="checkbox"/>	31-9 thru 31-16.1	31-9 thru 31-16.1
<input type="checkbox"/>	31-29.	31-29 thru 31-30.1
<input type="checkbox"/>	31-41 thru 31-55	31-41 thru 31-51
<input type="checkbox"/>	31-66.1 thru 31-67	31-67 thru 31-68.1
<input type="checkbox"/>	31-97 thru 31-99	31-97 thru 31-99
<input type="checkbox"/>	32-17 thru 32-20.1	32-17 thru 32-20.1
<input type="checkbox"/>	32-37.	32-37 thru 32-38.1
<input type="checkbox"/>	32-73 thru 32-74.1	32-73 thru 32-74.1
<input type="checkbox"/>	32-82.1 thru 32-82.5.	32-82.1 thru 32-82.5

VOLUME 3

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

Revision

- | | | |
|--------------------------|------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 44-61 thru 44-62.7 | 44-61 thru 44-62.7 |
| <input type="checkbox"/> | 44-149 | 44-149 thru 44-150.1 |
| <input type="checkbox"/> | 45-21 thru 45-33 | 45-21 thru 45-34.1 |
| <input type="checkbox"/> | 45-83 thru 45-87 | 45-83 thru 45-87 |

VOLUME 4

Revision

- | | | |
|--------------------------|----------------------------|--------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 50-33 thru 50-37 | 50-33 thru 50-38.1 |

VOLUME 5

Revision

- | | | |
|--------------------------|------------------------------|--------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 70-45. | 70-45 thru 70-46.1 |
| <input type="checkbox"/> | 70-79 thru 70-89 | 70-79 thru 70-89 |
| <input type="checkbox"/> | 70-165 thru 70-169 | 70-165 thru 70-169 |
| <input type="checkbox"/> | 72-25 thru 72-28.1 | 72-25 thru 72-28.1 |
| <input type="checkbox"/> | 72-49 thru 72-58.1 | 72-49 thru 72-58.1 |
| <input type="checkbox"/> | 72-89. | 72-89 |

VOLUME 6

Revision

- | | | |
|--------------------------|-------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 90-30.1 thru 90-31 | 90-31 thru 90-32.3 |
| <input type="checkbox"/> | 90-147 thru 90-157 | 90-147 thru 90-157 |
| <input type="checkbox"/> | 91-27. | 91-27 |
| <input type="checkbox"/> | 92-34.3 thru 92-34.7. | 92-34.3 thru 92-34.7 |
| <input type="checkbox"/> | 92-43 thru 92-53 | 92-43 thru 92-51 |
| <input type="checkbox"/> | 93-47. | 93-47 |
| <input type="checkbox"/> | 94-67. | 94-67 |
| <input type="checkbox"/> | 94-80.5 thru 94-85 | 94-81 thru 94-85 |
| <input type="checkbox"/> | 95-43 thru 95-57 | 95-43 thru 95-57 |
| <input type="checkbox"/> | 96-39. | 96-39 |
| <input type="checkbox"/> | 97-51 thru 97-55 | 97-51 thru 97-55 |
| <input type="checkbox"/> | 97-67 thru 97-72.1 | 97-67 thru 97-71 |

VOLUME 7

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"/> | 101-43 | 101-43 thru 101-44.1 |
| <input type="checkbox"/> | 103-23 | 103-23 thru 103-24.1 |
| <input type="checkbox"/> | 110-15 thru 110-17 | 110-15 thru 110-17 |
| <input type="checkbox"/> | 110-57 thru 110-59 | 110-57 thru 110-59 |
| <input type="checkbox"/> | 110A-22.1 thru 110A-23 | 110A-23 thru 110A-24.1 |

VOLUME 8

Revision

- | | | |
|--------------------------|----------------------------------|-------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 120-1 thru 120-9 | 120-1 thru 120-10.1 |
| <input type="checkbox"/> | 120-42.3 thru 120-49 | 120-43 thru 120-49 |
| <input type="checkbox"/> | 120A-22.1 | 120A-22.1 |
| <input type="checkbox"/> | 120C-53 thru 120C-54.1 | 120C-53 thru 120C-54.1 |
| <input type="checkbox"/> | 121-29 thru 121-30.1 | 121-29 thru 121-30.2(1) |
| <input type="checkbox"/> | 122-3. | 122-3 |
| <input type="checkbox"/> | 122-49 thru 122-69 | 122-49 thru 122-70.1 |
| <input type="checkbox"/> | 122-143 thru 122-145 | 122-143 thru 122-145 |
| <input type="checkbox"/> | 123-39 thru 123-41 | 123-39 thru 123-41 |
| <input type="checkbox"/> | 123-85 thru 123-87 | 123-85 thru 123-89 |

VOLUME 9

Revision

- | | | |
|--------------------------|------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 130-11 | 130-11 thru 130-12.1 |
| <input type="checkbox"/> | 131-11 thru 131-13 | 131-11 thru 131-13 |
| <input type="checkbox"/> | 135-1 thru 135-13. | 135-1 thru 135-14.1 |

VOLUME 10

Revision

- | | | |
|--------------------------|----------------------------------|-----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 145-3 thru 145-16.1 | 145-3 thru 145-16.1 |
| <input type="checkbox"/> | 145-27 thru 145-37 | 145-27 thru 145-38.1 |
| <input type="checkbox"/> | 145-49 thru 145-67 | 145-49 thru 145-68.21 |
| <input type="checkbox"/> | 146-5 thru 146-37. | 146-5 thru 146-45 |
| <input type="checkbox"/> | 149-31 thru 149-32.1 | 149-31 thru 149-32.1 |
| <input type="checkbox"/> | 151-12.1 thru 151-13 | 151-13 thru 151-14.1 |
| <input type="checkbox"/> | 151-116.3 thru 151-123 | 151-117 thru 151-125 |
| <input type="checkbox"/> | 152-50.1 thru 152-54.1 | 152-51 thru 152-54.1 |

Check As Done	<i>Remove Old Pages Numbered</i>	<i>Insert New Pages Numbered</i>
<input type="checkbox"/>	154-3 thru 154-9	154-3 thru 154-9
<input type="checkbox"/>	154-33 thru 154-37	154-33 thru 154-37

VOLUME 11

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	160-3.	160-3 thru 160-4.1
<input type="checkbox"/>	160-30.1 thru 160-33	160-31 thru 160-34.1
<input type="checkbox"/>	160A-27	160A-27 thru 160A-28.1
<input type="checkbox"/>	171-40.1 thru 171-41	171-41 thru 171-42.1

VOLUME 12

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	180-21	180-21 thru 180-22.1
<input type="checkbox"/>	182-33 thru 182-34.1	182-33 thru 182-34.1

VOLUME 13

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	200-1.	200-1 thru 200-2.1
<input type="checkbox"/>	200-16.1 thru 200-23	200-17 thru 200-24.1
<input type="checkbox"/>	200-45	200-45 thru 200-46.1
<input type="checkbox"/>	200-73	200-73 thru 200-74.1
<input type="checkbox"/>	200-105 thru 200-111	200-105 thru 200-111
<input type="checkbox"/>	200B-21	200B-21 thru 200B-22.1
<input type="checkbox"/>	200B-41 thru 200B-53.	200B-41 thru 200B-54.1
<input type="checkbox"/>	200B-66.1 thru 200B-79	200B-67 thru 200B-81
<input type="checkbox"/>	201-43 thru 201-53	201-43 thru 201-53
<input type="checkbox"/>	202-3.	202-3 thru 202-4.1
<input type="checkbox"/>	202-33 thru 202-34.1	202-33 thru 202-34.1
<input type="checkbox"/>	202-57 thru 202-79	202-57 thru 202-77
<input type="checkbox"/>	203-1 thru 203-5	203-1 thru 203-6.1
<input type="checkbox"/>	203-17 thru 203-21	203-17 thru 203-22.1
<input type="checkbox"/>	203-43 thru 203-74.1	203-43 thru 203-74.1
<input type="checkbox"/>	203-98.2(3) thru 203-98.2(19)	203-98.2(3) thru 203-98.2(21)
<input type="checkbox"/>	205-20.1 thru 205-22.3	205-21 thru 205-22.5
<input type="checkbox"/>	205-53 thru 205-71	205-53 thru 205-71

VOLUME 14

Check
As
Done

*Remove Old
Pages Numbered*

*Insert New
Pages Numbered*

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	210-21 thru 210-22.1	210-21 thru 210-22.1
<input type="checkbox"/>	210A-11	210A-11 thru 210A-12.1
<input type="checkbox"/>	210A-21 thru 210A-24.1	210A-21 thru 210A-24.1
<input type="checkbox"/>	210A-35	210A-35 thru 210A-36.1
<input type="checkbox"/>	210A-53 thru 210A-56.1	210A-53 thru 210A-56.1
<input type="checkbox"/>	210A-77	210A-77 thru 210A-78.1
<input type="checkbox"/>	210A-87	210A-87 thru 210A-88.1
<input type="checkbox"/>	210A-125 thru 210A-126.1	210A-125 thru 210A-126.1
<input type="checkbox"/>	210A-143 thru 210A-145	210A-143 thru 210A-146.1
<input type="checkbox"/>	210A-191 thru 210A-195	210A-191 thru 210A-195
<input type="checkbox"/>	212-1.	212-1
<input type="checkbox"/>	216-15 thru 216-20.1	216-15 thru 216-20.1
<input type="checkbox"/>	216-29	216-29 thru 216-30.1
<input type="checkbox"/>	220-47 thru 220-64.1	220-47 thru 220-64.5
<input type="checkbox"/>	220-111 thru 220-137	220-111 thru 220-135
<input type="checkbox"/>	221-2.1 thru 221-10.1	221-3 thru 221-10.1
<input type="checkbox"/>	221-31 thru 221-37	221-31 thru 221-38.1
<input type="checkbox"/>	221-56.1 thru 221-57	221-56.1 thru 221-56.3
<input type="checkbox"/>	221-113 thru 221-151	221-113 thru 221-147

VOLUME 15

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	230-25 thru 230-33	230-25 thru 230-33
<input type="checkbox"/>	231-55 thru 231-75	231-55 thru 231-73
<input type="checkbox"/>	233-27	233-27 thru 233-28.1
<input type="checkbox"/>	233-41 thru 233-43	233-41 thru 233-44.1

VOLUME 16

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	242-55 thru 242-57	242-55 thru 242-57

VOLUME 17

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	252-34.1 thru 252-34.7	252-34.1 thru 252-34.7
<input type="checkbox"/>	253-49 thru 253-55	253-49 thru 253-56.1

Check As Done	<i><u>Remove Old Pages Numbered</u></i>	<i><u>Insert New Pages Numbered</u></i>
<input type="checkbox"/>	254-13 thru 254-14.7	254-13 thru 254-14.9
<input type="checkbox"/>	254-25 thru 254-26.3	254-25 thru 254-26.3
<input type="checkbox"/>	255-34.19.	255-34.19
<input type="checkbox"/>	255-70.1 thru 255-70.3	255-70.1 thru 255-70.3
<input type="checkbox"/>	256-19 thru 256-24.1	256-19 thru 256-24.1
<input type="checkbox"/>	260-66.1 thru 260-68.1	260-67 thru 260-68.1
<input type="checkbox"/>	260-94.1 thru 260-94.2(1)	260-94.1 thru 260-94.2(1)
<input type="checkbox"/>	260-94.23 thru 260-94.25	260-94.23 thru 260-94.26(1)
<input type="checkbox"/>	261-47	261-47 thru 261-48.1
<input type="checkbox"/>	261-55 thru 261-60.1	261-55 thru 261-60.1

VOLUME 18

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	270-15 thru 270-26.1	270-15 thru 270-26.3
<input type="checkbox"/>	270-36.13.	270-36.13 thru 270-36.15
<input type="checkbox"/>	270-81 thru 270-82.1	270-81 thru 270-82.1
<input type="checkbox"/>	280-17	280-17 thru 280-18.1
<input type="checkbox"/>	280-30.1 thru 280-31	280-31 thru 280-32.3
<input type="checkbox"/>	281-19 thru 281-28.1	281-19 thru 281-28.1
<input type="checkbox"/>	281-67 thru 281-69	281-67 thru 281-69
<input type="checkbox"/>	281-79 thru 281-139.	281-79 thru 281-129
<input type="checkbox"/>	282-106.1.	282-106.1
<input type="checkbox"/>	282-129 thru 282-131	282-129 thru 282-132.1
<input type="checkbox"/>	285-46.23 thru 285-61.	285-47 thru 285-69

VOLUME 19

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	290-29	290-29
<input type="checkbox"/>	290-71	290-71 thru 290-72.1
<input type="checkbox"/>	291-40.1 thru 291-40.7	291-40.1 thru 291-40.8(1)
<input type="checkbox"/>	292-10.1 thru 292-10.3	292-10.1 thru 292-10.3
<input type="checkbox"/>	292-30.1 thru 292-53	292-31 thru 292-51
<input type="checkbox"/>	293-13 thru 293-18.7	293-13 thru 293-18.8(1)
<input type="checkbox"/>	293-47	293-47 thru 293-48.1
<input type="checkbox"/>	293-131 thru 293-136.1	293-131 thru 293-136.2(1)
<input type="checkbox"/>	310-23 thru 310-25	310-23 thru 310-26.1
<input type="checkbox"/>	310-45 thru 310-46.1	310-45 thru 310-46.1

VOLUME 20

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

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	321-21 thru 321-30.6(3)	321-21 thru 321-30.6(3)
<input type="checkbox"/>	321-81 thru 321-82.1	321-81 thru 321-82.1
<input type="checkbox"/>	321-104.13	321-104.13 thru 321-104.14(1)
<input type="checkbox"/>	322-37 thru 322-38.1	322-37
<input type="checkbox"/>	322-46.1 thru 322-46.3	322-46.1 thru 322-46.3
<input type="checkbox"/>	333-31	333-31 thru 333-32.1
<input type="checkbox"/>	333-47	333-47 thru 333-48.1
<input type="checkbox"/>	333-57 thru 333-65	333-57 thru 333-66.1
<input type="checkbox"/>	333-81 thru 333-88.9	333-81 thru 333-88.11
<input type="checkbox"/>	336-17	336-17 thru 336-18.1

VOLUME 21

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	340-99 thru 340-121.	340-99 thru 340-122.3
<input type="checkbox"/>	343-17 thru 343-20.1	343-17 thru 343-20.3

VOLUME 22

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	363-27 thru 363-31	363-27 thru 363-32.3
<input type="checkbox"/>	363-47 thru 363-55	363-47 thru 363-55
<input type="checkbox"/>	370-59	370-59 thru 370-60.1
<input type="checkbox"/>	371-2.1	371-2.1
<input type="checkbox"/>	371-29 thru 371-34.1	371-29 thru 371-33
<input type="checkbox"/>	371-45 thru 371-57	371-45 thru 371-58.1

VOLUME 23

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	373-63 thru 373-86.1	373-63 thru 373-85
<input type="checkbox"/>	374-13 thru 374-17	374-13 thru 374-18.1
<input type="checkbox"/>	380-4.1 thru 380-5	380-5 thru 380-6.1

VOLUME 24

Revision

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

Check As Done	<i>Remove Old Pages Numbered</i>	<i>Insert New Pages Numbered</i>
<input type="checkbox"/>	390-1.	390-1 thru 390-2.1
<input type="checkbox"/>	391-3.	391-3
<input type="checkbox"/>	391-15	391-15 thru 391-16.1
<input type="checkbox"/>	391-57 thru 391-59	391-57 thru 391-61
<input type="checkbox"/>	392-1 thru 392-9	392-1 thru 392-9
<input type="checkbox"/>	392-18.1 thru 392-21	392-19 thru 392-22.3
<input type="checkbox"/>	392-165 thru 392-173	392-165 thru 392-175
<input type="checkbox"/>	394-1 thru 394-7	394-1 thru 394-7
<input type="checkbox"/>	394-17	394-17 thru 394-18.1
<input type="checkbox"/>	394-69 thru 394-71	394-69 thru 394-72.1
<input type="checkbox"/>	394-99 thru 394-105.	394-99 thru 394-107
<input type="checkbox"/>	400-9.	400-9 thru 400-10.1
<input type="checkbox"/>	400-72.1 thru 400-75	400-73 thru 400-76.1
<input type="checkbox"/>	400-127 thru 400-129	400-127 thru 400-131
<input type="checkbox"/>	415-3 thru 415-9	415-3 thru 415-10.1
<input type="checkbox"/>	415-83 thru 415-85	415-83 thru 415-87

VOLUME 25

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	423-9.	423-9 thru 423-10.1
<input type="checkbox"/>	423-19 thru 423-20.1	423-19 thru 423-20.1

VOLUME 26

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	I-43 thru I-65	I-43 thru I-66.1
<input type="checkbox"/>	I-197 thru I-269.	I-197 thru I-270.1
<input type="checkbox"/>	I-355 thru I-425.	I-355 thru I-425
<input type="checkbox"/>	I-561 thru I-591.	I-561 thru I-591
<input type="checkbox"/>	I-751 thru I-801.	I-751 thru I-801
<input type="checkbox"/>	I-967 thru I-987.	I-967 thru I-987
<input type="checkbox"/>	I-1023 thru I-1049.	I-1023 thru I-1049

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 © 2015 Matthew Bender & Company, Inc., a member of the LexisNexis Group.
Publication 719, Release 116, March 2015

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.