

PUBLICATION UPDATE

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Dorsaneo, Texas Litigation Guide

Publication 719

Release 139

November 2020

HIGHLIGHTS

Revised Damages and Fees Chapters

- Chs. 20 and 22 have been updated and renumbered to Chs. 294 and 295. Chs. 21 and 21A have been updated and renumbered to Chs. 217 and 218.

Gender Identity Discrimination

- The U.S. Supreme Court held that Title VII covers employment discrimination claims based on an employee's sexual orientation or gender identity, resolving a circuit split on the issue. See Ch. 203A.

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

release are summarized below.

Revised and Renumbered Chapters. Four chapters have been extensively revised and renumbered in this release:

- Chapter 20, *Damages in Tort*, is now Chapter 294 in Volume 19.
- Chapter 21, *Contract Damages*, is now Chapter 217 in Volume 14.
- Chapter 21A, *Actions in Quasi Contract*, is now Chapter 218 in Volume 14.
- Chapter 22, *Attorney's Fees*, is now Chapter 295 in Volume 19.

Pretrial, Trial, and Appellate Practice

Jurisdiction of Texas Courts. Legislation effective September 1, 2020 [*see* Acts 2019, 86th Leg., R.S., ch. 696 (SB 2342)] raises the general

maximum amount in controversy in statutory county court from \$200,000 to \$250,000, and in justice court from \$10,000 to \$20,000; these changes have been made in Ch. 2, *Jurisdiction of Texas Courts*.

Professional Responsibility. In *Bethel v. Quilling*, 595 S.W.3d 651, 657 (Tex. 2020), the Texas Supreme Court discussed an attorney's duties to nonclients and reaffirmed the rule that attorney civil immunity protects an attorney from liability when the conduct is connected with representing a client in litigation, even when the conduct is wrongful. See Ch. 3, *Professional Responsibility*.

Pleadings. The Texas Supreme Court has approved revised technology standards set by the Judicial Committee on Information Technology, which govern the form of electronically filed documents. See Ch. 30, *Commencement of Actions*, § 30.02[3][k], [l].

Arbitrator, Not Court, Decides Whether Arbitration Forum Available. This release includes *Bonsmara Nat. Beef Co., LLC v. Hart of Tex. Cattle Feeders, LLC*, ___ S.W.3d ___, 2020 Tex. LEXIS 617, *26 (Tex. 2020), in which the Texas Supreme Court held that the availability of an arbitral forum is a matter of procedural arbitrability, which courts must allow arbitrators to decide. See Ch. 44, *Arbitration*, § 44.02[2].

Court, Not Arbitrator, Decides Government Immunity Issue. This release is updated with The Texas Supreme Court case *San Antonio River Auth. v. Austin Bridge & Rd.*,

L.P., 601 S.W.3d 616, 2020 Tex. LEXIS 375, *18 (Tex. 2020), in which the Court held that a court, rather than an arbitrator, must decide whether governmental immunity is waived with respect to the proceeding at issue. See Ch. 44, *Arbitration*, § 44.02[2].

Declaratory Judgment—Ripeness Required. In *Southwestern Elec. Power Co. v. Lynch*, 595 S.W.3d 678, 685 (Tex. 2020), the Texas Supreme Court reiterated that when determining whether a suit for a declaratory judgment presents a court with a ripe controversy, the declaration sought must actually resolve the controversy. See Ch. 45, *Declaratory Relief*, § 45.02[1].

Reformation. In *Yowell v. Granite Operating Co.*, ___ S.W.3d ___, 2020 Tex. LEXIS 425, at *7 (May 15, 2020), the Texas Supreme Court interpreted Property Code § 5.043, which requires a court to reform or construe interests in real or personal property that violate the rule against perpetuities. See Ch. 53, *Reformation*, § 53.01[3].

Dismissal of Baseless Claims. In *Bethel v. Quilling*, 595 S.W.3d 651, 656 (Tex. 2020), the Texas Supreme Court discussed Rule 91a, holding that a motion to dismiss baseless claims may be based on an affirmative defense if the plaintiff's allegations, taken as true, together with inferences reasonably drawn from them, do not entitle the claimant to the relief sought. See Ch. 103, *Dismissal*, § 103.02[1].

Dismissal Based on Certificate of

Merit Requirement. In *Lalonde v. Gosnell*, 593 S.W.3d 212, 216 (Tex. 2019), The Texas Supreme Court addressed the certificate of merit requirement in suits against architects or engineers, holding that a defendant can waive the requirement by litigation conduct that is inconsistent with claiming the right to dismissal. See Ch. 103, *Dismissal*, § 103.04[2][e].

Jury Charge. Civil Rule 277 has been amended to require separate questions in cases seeking termination of the parent-child relationship, moving away from broad-form questions in this area. See Ch. 122, *Jury Charge*, § 122.04[7].

Business and Commercial Law

Forming a Contract. The Texas Supreme Court held as a matter of law that email exchanges failed to establish a meeting of the minds when the parties agreed prior to a bidding process that an executed and delivered definitive agreement was a condition precedent to contract formation, as the parties never executed a definitive agreement. The Court strictly held the parties to the condition precedent to contract formation to which they agreed because, in the context of sophisticated transactions conducted via email, and given the distinctly informal nature of emails, the condition protects parties who wish freely to engage in email negotiations without inadvertently binding themselves. See [*Chalker Energy Partners III, LLC v. Le Norman Operating LLC*, 595 S.W.3d 668 (Tex. 2020)]. See also Ch. 210A, *Contracts*, § 210A.04[1][a].

Measure of Damages. The Texas Supreme Court held a plaintiff was not entitled to a permanent injunction in a trade secret misappropriation action when the plaintiff sought and put on evidence of past damages and measured its value by projected future income streams to show the value an investor would have paid for the trade secrets. By measuring past damages in this manner, the Court reasoned the plaintiff proved the remedy it sought was unavailable because future damages could be measured, thereby providing an adequate legal remedy. See [*Pike v. Texas EMC Mgmt., LLC*, 63 Tex. Sup. J. 1384, ___ S.W.3d ___, 2020 Tex. LEXIS 568 (Tex. 2020)]. See also Ch. 200B, *Trade Secrets*, § 200B.23[2][d].

Gender Identity Discrimination. The United States Supreme Court held that Title VII covers employment discrimination claims based on an employee's sexual orientation or gender identity, resolving a circuit split on the issue. See [*Bostock v. Clayton Cty.*, ___ U.S. ___, 140 S. Ct. 1731, 207 L. Ed. 2d 218, 2020 U.S. LEXIS 3252 (2020)]. See also Ch. 203A, *Employment Litigation*, § 203A.11[1][a].

Family Law

Proceedings Before Associate Judge. The Texas Supreme Court has held that if the parties elect a bench trial before the associate judge, Family Code Chapter 201 does not confer a right to demand a jury trial in a de novo hearing [*In Interest of A.L.M.-F.*, 593 S.W.3d 271, 283

(Tex. 2019)]. See Ch. 360A, *Temporary Orders*, § 360A.10[4][b], [8].

Mediated Settlement Agreement.

The Texas Supreme Court has held that the parties to a mediated settlement agreement may sign the agreement before or after a divorce petition is filed. The lack of a pending suit at the time the parties sign their MSA does not preclude the MSA from meeting the requirements of Family Code Section 6.602 [Highsmith v. Highsmith, 587 S.W.3d 771, 775–777 (Tex. 2019)]. See Ch. 362, *Divorce*, § 362.41[4].

Attorney’s Fees. The lodestar method of determining the reasonableness and necessity of attorney’s fees in dissolution suits and SAPCRs is discussed in Ch. 370, *SAPCR Procedures*, § 370.11[2].

Parental Presumption. The Texas Supreme Court has held that the common-law presumption that fit parents act according to the best interest of their children applies when modifying an existing order that names a parent as the child’s managing conservator [In re C.J.C., 603 S.W.3d 804, 2020 Tex. LEXIS 610, *19–*25 (June 26, 2020)]. See Ch. 373, *Modification of SAPCR Orders*, § 373.04[2].

Insurance Litigation

Workers’ Compensation; Exclusive Remedy. The intentional tort exception to the exclusive remedy provision applies only when the employer had the specific intent to inflict the precise injury that occurred to the claimant, or the belief that the very same injury to the same claimant was

substantially certain to result [Mo-Vac Serv. Co., Inc. v. Escobedo, 63 Tex. Sup. Ct. J. 1312 (Tex. 2020)]. See Ch. 340, *Workers’ Compensation*, § 340.40[2].

Liability Insurance; Duty to Defend; Eight-Corners Rule. The parties to an insurance policy can agree that the eight-corners rule does not apply in determining the duty to defend, but the mere failure to include a clause promising to defend claims that are “groundless, false, or fraudulent” is not sufficient to do so [Richards v. State Farm Lloyds, 597 S.W.3d 492 (Tex. 2020)]. See Ch. 341, *Liability Insurance*, § 341.04[3].

An exception to the eight-corners rule permits extrinsic evidence if it conclusively proves that the insured and the third party colluded to make false representations of fact for the purpose of securing a defense and coverage where they would not otherwise exist. This claim of collusion may be raised by a separate action for a declaratory judgment, or as a defense to a subsequent action alleging breach of the duty to defend [Loya Ins. Co. v. Avalos, 63 Tex. Sup. Ct. J. 969 (Tex. 2020)]. See Ch. 341, *Liability Insurance*, § 341.04[3].

Personal Injury Litigation

Negligence; Common Carrier. It was not necessary to consider whether to alter or overrule the heightened duty of care imposed on common carriers because the evidence in the case supported the jury’s verdict under an ordinary negligence standard [Via Metro. Transit v. Meck, 63 Tex. Sup. Ct. J. 1495 (Tex.

2020)]. See Ch. 290, *Negligence*, § 290.02[3][b]; Ch. 301, *Passenger's Claims*, §§ 301.01[1], 301.03[1].

Negligence; Cases Involving Animals. When the duty imposed by the Transportation Code to keep livestock off a highway right-of-way applies: (1) it is the exclusive basis for the owner's liability, regardless of any local stock law; and (2) it requires a demonstration of actual knowledge, not merely that the owner should have known that the animal was at large [*Pruski v. Garcia*, 594 S.W.3d 322 (Tex. 2020)]. See Ch. 290, *Negligence*, § 290.30[1][a]; Ch. 300, *Operator's Liability*, §§ 300.02[4], 300.141[1].

A ranch hand is not a "participant" in a covered activity under the Farm Animal Act, so it does not limit the liability of a rancher for an injury to a ranch hand; instead, liability is governed by common law, or by workers' compensation if the rancher was a subscriber [*Waak v. Rodriguez*, 63 Tex. Sup. Ct. J. 1342 (Tex. 2020)]. See Ch. 290, *Negligence*, § 290.20[4][f]; Ch. 340, *Workers' Compensation*, § 340.03[11].

Negligence; Shooting Ranges. If an employee of a sport shooting range is a named defendant whose conduct is implicated by the allegations, the employee is entitled to dismissal for failure of the claimant to serve an expert report required by Civil Practices and Remedies Code Chapter 128. A docket control order does not extend the time to serve the report unless it explicitly mentions the statutory deadline [*Shinogle v.*

Whitlock, 596 S.W.3d 772 (Tex. 2020) (per curiam)]. See Ch. 290, *Negligence*, § 290.20[4][f]; See Ch. 311, *Nuisance*, § 311.04[2][b].

Premises Liability; Animals. In a case arising out of a brown-recluse spider bite that occurred indoors, the landowner owed no duty to an invitee because: (1) he was unaware of the presence of the spider on his property, and he neither attracted it to the property nor reduced it to his possession, and (2) the invitee had actual knowledge of the presence of spiders on the property [*Hillis v. McCall*, 63 Tex. Sup. Ct. J. 577 (Tex. 2020)]. See Ch. 310, *Premises Liability*, § 310.03[5].

Defamation; Pre-Filing Requirements. Under the Defamation Mitigation Act: (1) the burden is on the defendant to raise the Act, so it does not affect the plaintiff's pleadings; (2) either a request for a change or an actual change without a request is sufficient to comply with the Act; and (3) a request by any form of communication is sufficient if it clearly states the desire that the identified false allegations be removed or revised [*Warner Bros. Entm't v. Jones*, 63 Tex. Sup. Ct. J. 990 (Tex. 2020)]. See Ch. 333, *Libel and Slander*, § 333.21[5].

Defamation; Required Injury. When a corporate claimant asserts claims for business disparagement and defamation in the alternative, but requests submission of only the latter, the jury findings will not support a verdict when the only evidence submitted was of commercial harm

[Innovative Block of S. Tex., Ltd. v. Valley Builders Supply, Inc., 2020 Tex. LEXIS 612 (Tex. 2020)]. See Ch. 333, *Libel and Slander*, §§ 333.03[2][c], 333.10[2].

Defamation; TCPA; Reconsideration. When the court either grants or denies a TCPA motion within the 30-day window allowed by the statute, it may vacate that order after the window has closed, provided it acts before an appeal is filed or the court’s plenary power expires [In re Panchakarla, 63 Tex. Sup. Ct. J. 1051 (Tex. 2020) (per curiam)]. See Ch. 333, *Libel and Slander*, § 333.42[5][b].

Wrongful Imprisonment; Tim Cole Act. When the claimant is exonerated because his or her actions were not criminal at the time they were committed, that is a demonstration of actual innocence that supports compensation under the Act [In re Lester, 63 Tex. Sup. Ct. J. 1100 (Tex. 2020)]. See Ch. 331, *False Imprisonment*, § 331.08[3].

Medical Malpractice; Health Care Liability Claim. Under Civil Practices and Remedies Code Chapter 74: (1) a corporation can be a “claimant” to the extent it asserts an HCLC, and even if it seeks only economic damages; and (2) a hospital’s alleged negligence in controlling the spread of a virus stated an HCLC because it implicated safety standards directly related to health care, i.e., the care and treatment of the original virus-infected patient [Coming Attractions Bridal & Formal, Inc. v. Tex. Health Res., 595 S.W.3d 659 (Tex. 2020)]. See Ch. 321, *Medical*

Malpractice, § 321.02[2][f], [8].

Medical Malpractice; Periodic Payments. Periodic payments of the recovery on an HCLC are mandatory when the defendant requests them, but the amount to be paid by that method is within the trial court’s discretion; the burden is on the requesting party to show the amount that should be paid by that method [Regent Care of San Antonio, L.P. v. Detrick, 63 Tex. Sup. Ct. J. 1044 (Tex. 2020)]. See Ch. 321, *Medical Malpractice*, § 321.19[2][a].

Governmental Immunity; Negligence Defined. Under the Tort Claims Act, *negligence* is defined by common law, so whatever degree of negligence of an employee would be required to impose liability on a private employer also applies to the liability of a government unit, including the “slight” negligence standard for common carriers [Via Metro. Transit v. Meck, 63 Tex. Sup. Ct. J. 1495 (Tex. 2020)]. See Ch. 293, *Claims Against Governmental Entities*, § 293.10[3][b].

Governmental Immunity; Riot Exception to Waiver. Under the Tort Claims Act, *riot* means a disturbance of the peace by an assemblage of seven or more persons acting with a common purpose in a tumultuous manner that immediately threatens or terrorizes the public or an institution. If the jurisdictional allegations and evidence do not create a material question of fact as to the existence of a riot, the exception applies as a matter of law [Tex. Dep’t of Criminal Justice v. Rangel, 595 S.W.3d 198,

208–211 (Tex. 2020)]. See Ch. 293, *Claims Against Governmental Entities*, § 293.12[10].

Governmental Immunity; Notice to Government Unit. The unit is “subjectively aware” for purposes of actual notice when it has both knowledge of the elemental facts, and notice that it *might* be liable based on those facts, and a confession of fault or actual liability are not required. The unit’s own investigation of the claim therefore shows actual notice [Reyes v. Jefferson Cty., 63 Tex. Sup. Ct. J. 786 (Tex. 2020) (per curiam)]. See Ch. 293, *Claims Against Governmental Entities*, § 293.16[1][c].

Governmental Immunity; Schools. Open-enrollment charter schools are an arm of the state and therefore possess common law governmental immunity, regardless of the provisions of the Education Code [El Paso Educ. Initiative, Inc. v. Amex Props., LLC, 63 Tex. Sup. Ct. J. 1166 (Tex. 2020)]. See Ch. 293, *Claims Against Governmental Entities*, §§ 293.10[3][a], 293.13[2][f].

Government Immunity: Universities. Although a private university’s police department engages in the governmental function of law enforcement, the university itself does not have immunity for actions of the department’s officers [Univ. of the Incarnate Word v. Redus, 63 Tex. Sup. Ct. J. 1136 (Tex. 2020)]. See Ch. 293, *Claims Against Governmental Entities*, § 293.10[3][b].

Governmental Immunity; Use of Property. When a governmental unit

authorizes or orders an employee to use tangible personal property for a specific purpose, the unit has engaged in a “use” of that property for purposes of the Tort Claims Act [Tex. Dep’t of Criminal Justice v. Rangel, 595 S.W.3d 198, 206–208 (Tex. 2020)]. See Ch. 293, *Claims Against Governmental Entities*, § 293.10[5][c].

Governmental Immunity; Derived Immunity for Contractor. A contractor cannot claim derivative immunity as to claims for its own alleged fraud in performing a government contract when it retains some discretion with regard to the conduct at issue, but it has immunity as to claims of conspiracy and aiding and abetting the government unit’s fraud [Nettles v. GTECH Corp., 63 Tex. Sup. Ct. J. 1293 (Tex. 2020)]. See Ch. 293, *Claims Against Governmental Entities*, § 293.10[3][b].

Governmental Immunity; Declaratory Judgment. When a city is a party to action under the Expedited Declaratory Judgment Act [see Tex. Gov’t Code § 1205.001 et seq.], the city does not have governmental immunity because the action is brought in rem to adjudicate interests in property [City of Conroe v. San Jacinto River Auth., 63 Tex. Sup. Ct. J. 671 (Tex. 2020)]. See Ch. 293, *Claims Against Governmental Entities*, § 293.01[2].

Legal Malpractice; Limitations. Under the *Peeler* rule barring a convicted criminal from pursuing a legal malpractice claim until the conviction has been set aside: (1) pleading

and proof of innocence are required to show “exoneration,” unless the conviction was set aside based on actual innocence; and (2) limitations is tolled on the claim during both direct appeals and post-conviction proceedings, but runs when neither is pending [Gray v. Skelton, 595 S.W.3d 633 (Tex. 2020)]. See Ch. 322, *Professional Malpractice*, § 322.02[1][e], [f].

Legal Malpractice; Immunity. Attorney immunity for acts done in the course of representing a client applies even if the claimant alleges that the acts constituted a crime [Bethel v. Quilling, 595 S.W.3d 651 (Tex. 2020)]. See Ch. 322, *Professional Malpractice*, § 322.02[1][f].

Responsible Third Parties. A defendant’s disclosure of a potential responsible third party is timely when it was made within the time permitted by the disclosure and discovery rules, so the mere fact that the defendant could have disclosed prior to that time and before the expiration of the limitations period is inconsequential [In re Mobile Mini, Inc., 596 S.W.3d 781 (Tex. 2020) (per curiam)]. See Ch. 291, *Proportionate Responsibility; Contribution and Indemnity*, § 291.03[2][b].

Real Estate Litigation

Restrictive Covenants; Access to Property. A restriction that conveyed property for a residential subdivision that could be accessed only by a single point of entry was: (1) not void as against public policy; and (2) not waived by the mere failure to repeat, mention, or otherwise include

the restriction in a subsequent replat of the tract [Teal Trading & Dev., LP v. Champee Springs Ranches Prop. Owners Ass’n, 593 S.W.3d 324 (Tex. 2020)]. See Ch. 285, *Restrictions*, §§ 285.02[9][b], 285.04[2][b].

Construction Contracts; Local Governments. Under Local Government Code Chapter 271: (1) the statute itself authorizes local government units to agree to arbitrate claims, and no separate statutory authorization is required; and (2) whether the unit’s immunity is waived is jurisdictional and therefore reserved for judicial resolution, even if the contract purports to assign the issue to the arbitrator [San Antonio River Auth. v. Austin Bridge & Rd., L.P., 2020 Tex. LEXIS 375 (Tex. 2020)]. See Ch. 270, *Construction Contracts*, § 270.01[5][b].

That a contract is “properly executed” under the Local Government Code is essential to a waiver of a government unit’s immunity, so it is jurisdictional, not merely a merits defense. Because a charter school district’s governing board did not approve the lease, it was not properly executed [El Paso Educ. Initiative, Inc. v. Amex Props., LLC, 63 Tex. Sup. Ct. J. 1166 (Tex. 2020)]. See Ch. 270, *Construction Contracts*, § 270.01[5][b].

Security Interests; Subrogation. A lender’s right to equitable subrogation is fixed at the moment the prior, valid lien is discharged, so any subsequent events are disregarded and do not affect the lender’s right [Fed. Home Loan Mortg. Corp. v. Zepeda,

63 Tex. Sup. Ct. J. 904 (Tex. 2020)]. See Ch. 255, *Real Property Security Interests*, § 255.06[3].

Real Estate Sales Contracts; Statute of Frauds. Because an easement is an interest in real estate, a contract for the sale of an easement is subject to the statute of frauds. A series of emails exchanged between the parties were not an enforceable contract because they were simply negotiations over a potential *future* contract [Copano Energy, LLC v. Bujnoch, 593 S.W.3d 721 (Tex. 2020)]. See Ch. 252, *Real Estate Sales Contracts*, § 252.02[2], [5].

Deeds; Interest Conveyed. For a conveyance by special warranty deed, the covenant of seisin is implied, but is limited to those failures or defects of title that are not excluded by the terms of the special warranty [Chi. Title Ins. Co. v. Cochran Invs., Inc., 63 Tex. Sup. Ct. J. 1421 (Tex. 2020)]. See Ch. 254, *Deeds*, §§ 254.02, 254.04[8], 254.112[1].

Beds of Bodies of Water. The “Small Bill” enacted in 1929 validated prior land patents and awards that conveyed the beds of navigable waterways, regardless of whether the disputed portion of the bed is above or below the tide line [Bush v. Lone Oak Club, LLC, 63 Tex. Sup. Ct. J. 820 (Tex. 2020)]. See Ch 280, *Adjoining Landowners*, § 280.01[1].

Easements; Scope of Express Agreement. An express utility easement entitled the holder to access as much of the property as was reasonably necessary to accomplish its pur-

poses, so fixing the easement at the original 30-foot width and barring expansion was erroneous [Sw. Elec. Power Co. v. Lynch, 595 S.W.3d 678 (Tex. 2020)]. See Ch. 281, *Easements*, §§ 281.03[1][b], 281.06[1][a].

Oil and Gas Leases; Royalty Interest. If an assignment of a royalty interest unambiguously conveys the assignor’s overriding royalty interest in all production under the lease, it will be given that effect, even if, at the time of the assignment, only one well existed on a certain section of the leased premises [Piranha Partners v. Neuhoff, 596 S.W.3d 740 (Tex. 2020)]. See Ch 283, *Oil and Gas Leases*, § 283.01[2][b].

Reformation; Rule Against Perpetuities. Under Property Code Section 5.043, a court must consider whether reformation of a deed or other instrument can save a conveyed interest that violates the Rule Against Perpetuities. This is a free-standing mandate that applies to what relief the court must order, so the parties’ failure to seek reformation within the four-year limitations period applicable to a reformation action is inconsequential [Yowell v. Granite Operating Co., 2020 Tex. LEXIS 425 (Tex. 2020)]. See Ch. 254, *Deeds*, § 254.04[8][a]; Ch 283, *Oil and Gas Leases*, § 283.02[1].

Estates

Determining Intent of Testator. By examining extrinsic evidence of the surrounding circumstances, including earlier agreements that expressly stated that mineral interests were not included in references to the

ranch in a will, the Texas Supreme Court found the testator intended only to devise the surface estate [ConocoPhillips Co. v. Ramirez, 599 S.W.3d 296, 300–302 (Tex. 2020)]. See Ch. 394, *Will Construction*, § 394.03[4].

Administrative Law

Exception to Exhaustion of Administrative Remedies Requirement. This release includes *White*

Deer Indep. Sch. Dist. v. Martin, 596 S.W.3d 855, 862 (Tex. App.—Amarillo 2019, pet. denied), in which the court of appeals held that when the material facts are not in dispute, and the only issue is purely a question of law, exhaustion of administrative remedies is not required. See Ch. 423, *Judicial Review of Contested Cases*, § 423.02[3][a].

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Publication 719 Release 139

November 2020

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VOLUME 6

Revision

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

VOLUME 7

Revision

- | | | |
|--------------------------|---------------------------------------|-----------------------------|
| <input type="checkbox"/> | Title page thru iii | Title page thru iii |
| <input type="checkbox"/> | 101-54.11 thru 101-54.14(1) | 101-54.11 thru 101-54.14(1) |
| <input type="checkbox"/> | 103-21 | 103-21 thru 103-22.1 |
| <input type="checkbox"/> | 103-44.3 thru 103-44.5 | 103-44.3 thru 103-44.5 |
| <input type="checkbox"/> | 103-85 thru 103-89 | 103-85 thru 103-89 |

VOLUME 8

Revision

- | | | |
|--------------------------|--------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 120-7 thru 120-8.1 | 120-7 thru 120-8.1 |
| <input type="checkbox"/> | 122-1. | 122-1 thru 122-2.1 |
| <input type="checkbox"/> | 122-13 thru 122-23 | 122-13 thru 122-23 |
| <input type="checkbox"/> | 122-35 | 122-35 thru 122-36.1 |
| <input type="checkbox"/> | 122-65 thru 122-66.1 | 122-65 thru 122-66.1 |
| <input type="checkbox"/> | 123-39 | 123-39 thru 123-40.1 |

VOLUME 10

Revision

- | | | |
|--------------------------|--------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 152-9 thru 152-11 | 152-9 thru 152-11 |
| <input type="checkbox"/> | 152-37 thru 152-40.5 | 152-37 thru 152-40.5 |
| <input type="checkbox"/> | 152-47 | 152-47 thru 152-48.1 |
| <input type="checkbox"/> | 152-123 thru 152-129 | 152-123 thru 152-129 |

VOLUME 11

Revision

- | | | |
|--------------------------|--------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 162-31 thru 162-32.5 | 162-31 thru 162-32.5 |

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As
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VOLUME 12

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	182-21	182-21 thru 182-22.1
<input type="checkbox"/>	191-19	191-19 thru 191-20.1

VOLUME 13

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	200-24.1 thru 200-25	200-25 thru 200-26.1
<input type="checkbox"/>	200-69	200-69 thru 200-70.1
<input type="checkbox"/>	200B-45 thru 200B-49.	200B-45 thru 200B-50.1
<input type="checkbox"/>	201-5.	201-5 thru 201-6.1
<input type="checkbox"/>	203-28.1 thru 203-28.5	203-28.1 thru 203-28.5
<input type="checkbox"/>	203-83	203-83 thru 203-84.1
<input type="checkbox"/>	203A-25 thru 203A-26.1.	203A-25 thru 203A-26.1
<input type="checkbox"/>	203A-93 thru 203A-94.1.	203A-93 thru 203A-94.1
<input type="checkbox"/>	203A-120.1 thru 203A-122.3.	203A-121 thru 203A-122.3
<input type="checkbox"/>	203A-219.	203A-219
<input type="checkbox"/>	203A-239.	203A-239 thru 203A-240.1

VOLUME 14

Revision

<input type="checkbox"/>	Title page thru iii	Title page thru iii
<input type="checkbox"/>	210A-19 thru 210A-22.1.	210A-19 thru 210A-22.1
<input type="checkbox"/>	210A-33 thru 210A-34.1.	210A-33 thru 210A-34.1
<input type="checkbox"/>	210A-67 thru 210A-68.1.	210A-67 thru 210A-68.2(1)
<input type="checkbox"/>	210A-86.1 thru 210A-88.1.	210A-87 thru 210A-88.1
<input type="checkbox"/>	210A-117 thru 210A-121	210A-117 thru 210A-122.1
<input type="checkbox"/>	210A-165.	210A-165 thru 210A-166.1
<input type="checkbox"/>	No Material removed	217-1 thru 217-107 (file preceding "220. Deceptive Trade Practice" tab card)
<input type="checkbox"/>	No Material removed	218-1 thru 218-45 (file preceding "220. Deceptive Trade Practice" tab card)
<input type="checkbox"/>	220A-21 thru 220A-22.1.	220A-21 thru 220A-22.1

VOLUME 15

**Check
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Revision

- | | | |
|--------------------------|--------------------------------|----------------------|
| <input type="checkbox"/> | Title page thru iii | Title page thru iii |
| <input type="checkbox"/> | 230-45 thru 230-46.1 | 230-45 thru 230-46.1 |

VOLUME 16

Revision

- | | | |
|--------------------------|--------------------------------|----------------------|
| <input type="checkbox"/> | Title page thru iii | Title page thru iii |
| <input type="checkbox"/> | 235-35 thru 235-36.1 | 235-35 thru 235-36.1 |

VOLUME 17

Revision

- | | | |
|--------------------------|-----------------------------------|-------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 251-16.7 thru 251-16.11 | 251-16.7 thru 251-16.11 |
| <input type="checkbox"/> | 252-31 thru 252-34.15 | 252-31 thru 252-34.15 |
| <input type="checkbox"/> | 254-7 thru 254-9 | 254-7 thru 254-10.1 |
| <input type="checkbox"/> | 254-28.9 thru 254-28.17 | 254-28.9 thru 254-28.17 |
| <input type="checkbox"/> | 254-85 thru 254-86.1 | 254-85 thru 254-86.1 |
| <input type="checkbox"/> | 255-52.1 thru 255-54.1 | 255-53 thru 255-54.1 |

VOLUME 18

Revision

- | | | |
|--------------------------|-------------------------------------|----------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 270-21 thru 270-28.2(5) | 270-21 thru 270-28.2(5) |
| <input type="checkbox"/> | 280-13 | 280-13 thru 280-14.1 |
| <input type="checkbox"/> | 281-17 | 281-17 thru 281-18.1 |
| <input type="checkbox"/> | 281-52.1 thru 281-56.1 | 281-53 thru 281-56.3 |
| <input type="checkbox"/> | 283-12.1 thru 283-19 | 283-13 thru 283-20.3 |
| <input type="checkbox"/> | 283-44.9 thru 283-44.10(1). | 283-44.9 thru 283-44.10(1) |
| <input type="checkbox"/> | 283-83 | 283-83 thru 283-84.1 |
| <input type="checkbox"/> | 285-23 thru 285-26.2(1) | 285-23 thru 285-26.2(1) |
| <input type="checkbox"/> | 285-26.13 thru 285-26.19 | 285-26.13 thru 285-26.19 |

VOLUME 19

Revision

- | | | |
|--------------------------|-------------------------------|----------------------|
| <input type="checkbox"/> | Title page thru iii | Title page thru iii |
| <input type="checkbox"/> | 290-19 | 290-19 thru 290-20.1 |

**Check
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Pages Numbered*

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- | | | |
|--------------------------|---|---|
| <input type="checkbox"/> | 290-64.1 thru 290-66.2(1) | 290-65 thru 290-66.2(7) |
| <input type="checkbox"/> | 290-77 thru 290-78.1 | 290-77 thru 290-78.1 |
| <input type="checkbox"/> | 291-35 | 291-35 thru 291-36.1 |
| <input type="checkbox"/> | 293-22.1 thru 293-22.4(1) | 293-22.1 thru 293-22.4(1) |
| <input type="checkbox"/> | 293-37 thru 293-45 | 293-37 thru 293-46.3 |
| <input type="checkbox"/> | 293-69 thru 293-70.1 | 293-69 thru 293-70.2(1) |
| <input type="checkbox"/> | 293-106.5 thru 293-106.11 | 293-106.5 thru 293-106.11 |
| <input type="checkbox"/> | 293-121 | 293-121 thru 293-122.1 |
| <input type="checkbox"/> | 293-135 thru 293-136.8(2)(b)(iii) | 293-135 thru 293-136.8(2)(b)(iii) |
| <input type="checkbox"/> | No Material removed | 294-1 thru 294-179 (file preceding "300.
Operator's Liability" tab card) |
| <input type="checkbox"/> | No Material removed | 295-1 thru 295-131 (file preceding "300.
Operator's Liability" tab card) |
| <input type="checkbox"/> | 300-19 thru 300-22.1 | 300-19 thru 300-22.1 |
| <input type="checkbox"/> | 300-71 thru 300-72.1 | 300-71 thru 300-72.1 |
| <input type="checkbox"/> | 301-3 thru 301-9 | 301-3 thru 301-10.1 |
| <input type="checkbox"/> | 310-42.1 | 310-42.1 |
| <input type="checkbox"/> | 311-25 thru 311-28.1 | 311-25 thru 311-28.1 |

VOLUME 20

Revision

- | | | |
|--------------------------|------------------------------------|-----------------------------|
| <input type="checkbox"/> | Title page thru iii | Title page thru iii |
| <input type="checkbox"/> | 321-29 thru 321-30.1 | 321-29 thru 321-30.2(1) |
| <input type="checkbox"/> | 321-30.11 thru 321-30.15 | 321-30.11 thru 321-30.16(1) |
| <input type="checkbox"/> | 321-91 thru 321-94.3 | 321-91 thru 321-94.3 |
| <input type="checkbox"/> | 321-111 thru 321-116.1 | 321-111 thru 321-116.7 |
| <input type="checkbox"/> | 322-36.1 thru 322-38.11 | 322-37 thru 322-38.17 |
| <input type="checkbox"/> | 331-29 thru 331-30.7 | 331-29 thru 331-30.7 |
| <input type="checkbox"/> | 333-19 thru 333-33 | 333-19 thru 333-34.1 |
| <input type="checkbox"/> | 333-77 thru 333-82.1 | 333-77 thru 333-82.1 |
| <input type="checkbox"/> | 333-88.29 | 333-88.29 thru 333-88.30(1) |

VOLUME 21

Revision

- | | | |
|--------------------------|--------------------------------------|----------------------------|
| <input type="checkbox"/> | Title page thru iii | Title page thru iii |
| <input type="checkbox"/> | 340-29 thru 340-30.1 | 340-29 thru 340-30.1 |
| <input type="checkbox"/> | 340-88.3 thru 340-88.4(1) | 340-88.3 thru 340-88.4(1) |
| <input type="checkbox"/> | 341-24.1 thru 341-34.5 | 341-25 thru 341-34.7 |
| <input type="checkbox"/> | 341-103 thru 341-104.1 | 341-103 thru 341-104.1 |
| <input type="checkbox"/> | 343-32.3 thru 343-32.10(5) | 343-32.3 thru 343-32.10(5) |

Check As Done	<i>Remove Old <u>Pages Numbered</u></i>	<i>Insert New <u>Pages Numbered</u></i>
<input type="checkbox"/>	345-93 thru 345-94.3	345-93 thru 345-94.3
<input type="checkbox"/>	350-4.1 thru 350-38.1	350-5 thru 350-33
<input type="checkbox"/>	351-23 thru 351-46.3	351-23 thru 351-46.3
<input type="checkbox"/>	351-51	351-51 thru 351-52.1
<input type="checkbox"/>	351-60.1 thru 351-93	351-61 thru 351-99

VOLUME 22

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	360-65 thru 360-66.1	360-65
<input type="checkbox"/>	360-81 thru 360-84.1	360-81 thru 360-83
<input type="checkbox"/>	360A-40.1 thru 360A-42.3	360A-41 thru 360A-42.9
<input type="checkbox"/>	361-23 thru 361-25	361-23 thru 361-25
<input type="checkbox"/>	362-102.1 thru 362-102.9	362-102.1 thru 362-102.9
<input type="checkbox"/>	362-117	362-117
<input type="checkbox"/>	364-30.1 thru 364-39	364-31 thru 364-40.1
<input type="checkbox"/>	370-1 thru 370-5	370-1 thru 370-5
<input type="checkbox"/>	370-30.1	370-30.1 thru 370-30.3
<input type="checkbox"/>	370-60.1 thru 370-60.5	370-60.1 thru 370-60.5
<input type="checkbox"/>	370-70.5 thru 370-70.11	370-70.5 thru 370-70.11
<input type="checkbox"/>	371-6.1 thru 371-8.1.	371-7 thru 371-8.1
<input type="checkbox"/>	371-28.1 thru 371-50.1	371-29 thru 371-50.7
<input type="checkbox"/>	371-107 thru 371-123	371-107 thru 371-124.5
<input type="checkbox"/>	371-131 thru 371-133	371-131 thru 371-133
<input type="checkbox"/>	371A-69 thru 371A-71	371A-69 thru 371A-71

VOLUME 23

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	372-113 thru 372-125	372-113 thru 372-125
<input type="checkbox"/>	373-3 thru 373-5	373-3 thru 373-5
<input type="checkbox"/>	373-35 thru 373-63	373-35 thru 373-64.9
<input type="checkbox"/>	373-91 thru 373-93	373-91 thru 373-94.1
<input type="checkbox"/>	374-19 thru 374-20.3	374-19 thru 374-20.5
<input type="checkbox"/>	380-51 thru 380-54.1	380-51 thru 380-54.1
<input type="checkbox"/>	382-70.1 thru 382-89	382-71 thru 382-89

VOLUME 24

**Check
As
Done**

*Remove Old
Pages Numbered*

*Insert New
Pages Numbered*

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	391-42.15.	391-42.15
<input type="checkbox"/>	392-102.1 thru 392-103	392-103 thru 392-104.1
<input type="checkbox"/>	392-175 thru 392-177	392-175 thru 392-177
<input type="checkbox"/>	393-60.1 thru 393-63	393-61 thru 393-64.1
<input type="checkbox"/>	394-25	394-25 thru 394-26.1
<input type="checkbox"/>	394-83 thru 394-85	394-83 thru 394-85
<input type="checkbox"/>	394-103 thru 394-107	394-103 thru 394-107
<input type="checkbox"/>	402-27 thru 402-29	402-27 thru 402-29
<input type="checkbox"/>	410-102.7 thru 410-102.11	410-102.7 thru 410-102.11
<input type="checkbox"/>	415-61 thru 415-63	415-61 thru 415-63

VOLUME 25

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	421-22.1 thru 421-23	421-23 thru 421-24.1
<input type="checkbox"/>	422-30.1 thru 422-32.1	422-31 thru 422-32.1
<input type="checkbox"/>	423-11 thru 423-16.1	423-11 thru 423-16.1
<input type="checkbox"/>	423-37 thru 423-38.3	423-37 thru 423-38.3
<input type="checkbox"/>	424-21	424-21
<input type="checkbox"/>	424-33 thru 424-35	424-33 thru 424-35

VOLUME 26

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	I-89 thru I-95	I-89 thru I-96.1
<input type="checkbox"/>	I-125 thru I-133.	I-125 thru I-134.1
<input type="checkbox"/>	I-221 thru I-251.	I-221 thru I-252.1
<input type="checkbox"/>	I-287 thru I-305.	I-287 thru I-306.1
<input type="checkbox"/>	I-455 thru I-473.	I-455 thru I-471
<input type="checkbox"/>	I-573 thru I-589.	I-573 thru I-589
<input type="checkbox"/>	I-659 thru I-689.	I-659 thru I-690.1
<input type="checkbox"/>	I-751 thru I-757.	I-751 thru I-758.1
<input type="checkbox"/>	I-805 thru i-809.	I-805 thru I-809
<input type="checkbox"/>	I-853 thru I-879.	I-853 thru I-880.1
<input type="checkbox"/>	I-999 thru I-1013	I-999 thru I-1013
<input type="checkbox"/>	I-1057 thru I-1069.	I-1057 thru I-1069

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