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Dorsaneo, Texas Litigation Guide

Publication 719 Release 92

February 2009

HIGHLIGHTS

- **Statutes of limitation.** The Texas Supreme Court discussed the relationship between the general long-arm statute and the statute that tolls limitations while the defendant is absent from the state—holding for the first time that a nonresident who is amenable to service of process under the long-arm statute and has contacts with the state sufficient to afford personal jurisdiction is “present” in the state, so that limitations is not tolled. See *Kerlin v. Saucedo*, 263 S.W.3d 920 (Tex. 2008). See Ch. 72, *Limitation of Actions*, § 72.04[5].
- **Jury selection—peremptory strikes.** The Texas Supreme Court discussed the application of the *Batson* challenge in civil cases, outlining some of the factors a court should consider in determining whether a party’s exercise of its strikes is justifiable or unconstitutionally discriminates on the basis of race, gender, or ethnicity. See *Davis v. Fisk Elec. Co.*, 51 Tex. Sup. Ct. J. 1420 (Tex. 2008). See Ch. 20, *Jury Selection*,

§ 120.02[4][c].

- **Motions for new trial.** The Texas Supreme Court revised its long-standing rule limiting the time in which a court may “ungrant” a motion for new trial: the Court held that once a court grants a motion for new trial, it has the power to reconsider the order at any time while the case is still pending. See *In re Baylor Med. Ctr.*, 51 Tex. Sup. Ct. J. 1334 (Tex. 2008). See Ch. 100, *Default Judgment*, § 100.12[2]; Ch. 140, *Motions for New Trial*, § 140.03[2].

DORSANEO, TEXAS LITIGATION GUIDE (USPS 018-383) is published quarterly for \$3,160 by Matthew Bender & Co., Inc. 1275 Broadway, Albany, N.Y. 12204-2694. Periodical postage is paid at Albany, N.Y. and at additional mailing offices. POSTMASTER: Send address changes to DORSANEO, TEXAS LITIGATION GUIDE, 136 Carlin Rd., Conklin, N.Y. 13748-1531.

Pretrial, Trial, and Appellate Practice

Significant cases in the area of pretrial,

trial, and appellate practice include:

Damages in medical malpractice cases.

In a medical malpractice action involving a heart patient's death in a hospital, the Texas Supreme Court reached a variety of holdings, including:

(1) An award of exemplary damages based on a jury finding of gross negligence was affirmed when the hospital: (a) provided emergency care, but elected to outsource necessary echocardiogram services without a guaranteed response time; (b) failed to communicate this limitation to its medical staff so they could consider other options to treat critical care patients; and (c) delayed obtaining the echocardiogram in spite of the serious risk to the patient's health. See Ch. 20, *Damages in Tort*, § 20.01[2][c][iii]; Ch. 292, *Death Actions*, § 292.02[3][e]; Ch. 321, *Medical Malpractice*, §§ 321.11[2], 321.13[6];

(2) The trial court properly refused to submit the issue of the patient's alleged contributory negligence in failing to disclose his medical history because there was no evidence of causation, i.e., that the defendants would have acted differently if the patient had disclosed. See Ch. 321, *Medical Malpractice*, § 321.08;

(3) The trial court erred in awarding loss of inheritance damages, because plaintiff failed to: (a) offer specific evidence of the beneficiary's health to prove that she would have outlived the decedent; and (b) offer evidence specific to the decedent in order to compute the present value of the estate that would have accumulated. See Ch. 20, *Damages in Tort*, § 20.02[6][d]; Ch. 292, *Death Actions*, § 292.02[3][i]; and

(4) The Acts of the 2003 legislature revising interest rates apply only to judgments that become final after their effective dates of Sept. 1, 2003, not to cases pending on appeal on that date. See *Columbia Med.*

Ctr. v. Hogue, 51 Tex. Sup. Ct. J. 1220, 1223–1231 (Tex. 2008). See Ch. 20, *Damages in Tort*, § 20.01[5][a].

Specific performance. The plaintiff has the burden of showing that the advantages of specific performance outweigh those of the legal remedy of damages. Among the factors to be considered are whether long-continued supervision by the court will be required, whether complete relief can be rendered by the remedy sought, and whether, if this remedy is granted, it can be adequately enforced. See *South Plains Switching v. BNSF Ry. Co.*, 255 S.W.3d 690, 703 (Tex. App.—Amarillo 2008, no pet. h.). See Ch. 21, *Damages in Contract*, § 21.02[2].

Time for filing quantum meruit claim.

A quantum meruit claim is governed by the four-year statute of limitations that applies to debt actions, not the two-year statute of limitations that applies to unjust enrichment claims. See *Pepi Corp. v. Galliford*, 254 S.W.3d 457, 460–462 (Tex. App.—Houston [1st Dist.] 2007, no pet. h.). See Ch. 21, *Damages in Contract*, § 21.03[1].

Mandamus review. The court of appeal held that mandamus review of orders compelling arbitration is proper, though courts should grant it only if the trial court clearly abused its discretion by failing to correctly analyze or apply the law and the benefits of mandamus outweigh the detriments such that an appellate remedy is inadequate. See *In re Poly-America, L.P.*, 262 S.W.3d 337 (Tex. 2008). See Ch. 44, *Arbitration*, § 44.08[3].

Statutes of limitation. The Texas Supreme Court discussed the relationship between the general long-arm statute and the statute that tolls limitations while the defendant is absent from the state—holding for the first time that a nonresident who is

amenable to service of process under the long-arm statute and has contacts with the state sufficient to afford personal jurisdiction is “present” in the state, so that limitations is not tolled. See *Kerlin v. Saucedo*, 263 S.W.3d 920 (Tex. 2008). See Ch. 72, *Limitation of Actions*, § 72.04[5].

Settlements and waivers of reliance clauses. The Texas Supreme Court held that when a release or other settlement contains a waiver of reliance clause, a claim of fraudulent inducement to enter the agreement is precluded when the following factors are present: (1) the terms of the agreement were negotiated, rather than boilerplate, and during negotiations the parties specifically discussed the issue which has become the topic of the subsequent dispute; (2) the complaining party was represented by counsel; (3) the parties dealt with each other in an arm’s-length transaction; (4) the parties were knowledgeable in business matters; and (5) the release language was clear. See *Forest Oil Corp. v. McAllen*, 51 Tex. Sup. Ct. J. 1309, 1312–1316 (Tex. 2008). See Ch. 102, *Settlement*, § 102.07.

Jury selection—peremptory strikes. The Texas Supreme Court discussed the application of the *Batson* challenge in civil cases, outlining some of the factors a court should consider in determining whether a party’s exercise of its strikes is justifiable or unconstitutionally discriminates on the basis of race, gender, or ethnicity. See *Davis v. Fisk Elec. Co.*, 51 Tex. Sup. Ct. J. 1420 (Tex. 2008). See Ch. 20, *Jury Selection*, § 120.02[4][c].

Motions for new trial. The Texas Supreme Court revised its longstanding rule limiting the time in which a court may “ungrant” a motion for new trial: the Court held that once a court grants a motion for new trial, it has the power to reconsider the

order at any time while the case is still pending. See *In re Baylor Med. Ctr.*, 51 Tex. Sup. Ct. J. 1334 (Tex. 2008). See Ch. 100, *Default Judgment*, § 100.12[2]; Ch. 140, *Motions for New Trial*, § 140.03[2].

Business Entities and Relationships

Significant cases in the area of business entities and relationships include:

Self-dealing. Damages related to a director’s breach of fiduciary duty due to self-dealing may broadly include “any loss” suffered by the corporation as a result of the director’s wrongful conduct. See *Floyd v. Hefner*, 556 F.Supp.2d 617, 652–653 (S.D. Tex. 2008). See Ch. 160A, *Corporate Management*, § 160A.03[5].

Derivative proceeding involving foreign corporation. In a derivative proceeding brought in the right of a foreign corporation incorporated in Delaware, the substantive law of Delaware applies, but Texas procedural law governs matters of remedy and procedure). See *Connolly v. Gasmire*, 257 S.W.3d 831, 837 (Tex. App.—Dallas 2008, no pet. h.). See Ch. 162, *Derivative Proceedings*, § 162.10.

Preemption under Securities Litigation Uniform Standards Act. A group of state law securities actions filed by the same law firm in the same federal district court, each on behalf of fewer than 50 plaintiffs, and that stated identical claims arising from the sale of stock of the same financially troubled conglomerate, were preempted by the Uniform Standards Act. See *In re Enron Corp. Securities*, 535 F.3d 325, 339–341 (5th Cir. [Tex.] 2008). See Ch. 171, *Securities Fraud*, § 171.05[4][b][i].

Arbitration of employment disputes. An employer and employee cannot contractually expand the scope of judicial review of the arbitrator’s decision to include

grounds not expressly identified in the Texas General Arbitration Act (TAA). See *Quinn v. NAFTA Traders, Inc.*, 257 S.W.3d 795, 797–799 (Tex. App.—Dallas 2008, no pet. h.). See Ch. 203, *Employer-Employee Relations*, § 203.47.

Limitation on parties' right to discovery. An arbitration agreement that limits both parties' right to discovery is not substantively unconscionable. See *In re Fleetwood Homes of Texas, L.P.*, 257 S.W.3d 692, 695 (Tex. 2008). See Ch. 203, *Employer-Employee Relations*, § 203.48[10].

Preclusion of Workers' Compensation Act remedies. A provision in an arbitration agreement that precludes an employee from pursuing remedies under the Workers' Compensation Act is substantively unconscionable and void under Texas law. See *In re Poly-America, L.P.*, 262 S.W.3d 337 (Tex. 2008). See Ch. 203, *Employer-Employee Relations*, § 203.48[10].

Section 1983 action. The plaintiff must establish that the defendant was either personally involved in the deprivation of the plaintiff's rights or that the defendant's wrongful actions were causally connected to the deprivation. A supervisor is not personally liable for a subordinate's actions in which the supervisor had no involvement. See *James v. Texas Collin County*, 535 F.3d 365, 373 (5th Cir. [Tex.] 2008). See Ch. 203A, *Employment Litigation*, § 203A.12[1][a].

Claim under Rehabilitation Act. The "mixed-motive" causation standard that applies under the Americans with Disabilities Act also applies in actions by government employees under the Rehabilitation Act. Thus, an employee must show that his or her disability was a motivating factor in the government's decision to terminate his or her employment, but it need not be the sole

factor. See *Pinkerton v. Spellings*, 529 F.3d 513, 515–519 (5th Cir. [Tex.] 2008). See Ch. 203A, *Employment Litigation*, § 203A.15.

Commercial Litigation

Significant cases in the area of commercial litigation include:

Waiver-of-reliance provision. In a commercial contract, involving sophisticated parties represented by counsel, an unambiguous waiver-of-reliance provision precludes a fraudulent inducement claim as a matter of law. See *Forest Oil Corp. v. McAllen*, 51 Tex. Sup. Ct. J. 1309 (Tex. 2008). See Ch. 210A, *Contracts*, § 210A.04[3][c][i].

Real Estate Litigation

Significant cases in the area of real estate litigation include:

Severance and Condemnation. The Texas Supreme Court held: (1) though a partial condemnation for highway improvements would change access to the remainder, the change was not material and substantial impairment of access, so the owners were not entitled to severance damages; and (2) the mere fact that severance may have changed the highest and best use of the remainder does not, by itself, establish material and substantial impairment of access. See *State v. Dawmar Partners, Ltd.*, 51 Tex. Sup. Ct. J. 1447, 1449–1450 (Tex. 2008) (per curiam). See Ch. 261, *Condemnation*, § 261.01[3][f].

Rule of Capture. The Texas Supreme Court held: (1) although a mineral lessor has no present right to possession, an allegation of drainage stated a claim for permanent injury to the lessor's reversionary interest, and was therefore sufficient to confer standing to sue for trespass on the case. See Ch. 280, *Adjoining Landowners*, § 280.02[1]; however, (2) the rule of cap-

ture bars recovery of damages on a trespass theory for minerals produced by subsurface hydraulic fracturing stimulation, also known as “fracing,” that extends into another’s property. See Ch. 283, *Oil and Gas Leases*, § 283.01[1]; and (3) damages for breach of the covenant to protect against drainage should be based on the amount of drainage that a reasonably prudent operator could have prevented by drilling a hypothetical offset well, not on either the total amount of drainage or the total production from the offset well. See *Coastal Oil Gas Corp. v. Garza Energy Trust*, 52 Tex. Sup. Ct. J. 55 (Tex. 2008). See Ch. 283, *Oil and Gas Leases*, § 283.03[12][a].

Statute of Limitations for quantum meruit. The court of appeals held: (1) quantum meruit is a species of debt, so Tex. Civ. Prac. & Rem. Code § 16.004, the general four-year statute of limitations applicable to actions for debt applies; but (2) recovery was barred because the work fell within an express contract, even though the quantum meruit defendant was not a party to that contract. See *Pepi Corp v. Galliford*, 254 S.W.3d 457, 460–462 (Tex. App.—Houston [1st Dist.] 2007, pet. denied). See Ch. 270, *Improvement Contracts*, §§ 270.13[1], 270.105[1].

Personal Injury Litigation.

Significant cases in the area of personal injury litigation include:

Factors for determining foreseeability in premises liability claims. The Texas Supreme Court applied the five *Timberwalk* factors, i.e., (1) proximity, (2) publicity, (3) recency, (4) frequency, and (5) similarity, to determine whether criminal activity on property was foreseeable, and held that because the particular crime at issue was so unusual and distinct from the previous crimes on the premises, it was not foreseeable and the owner had no duty to prevent

the crime. See *Trammell Crow Cent. Tex., Ltd. v. Gutierrez*, 51 Tex. Sup. Ct. J. 1355, 1359–1361 (Tex. 2008). See Ch. 310, *Premises Liability*, § 310.06[4].

Deficiencies in expert reports. The Texas Supreme Court held that when a plaintiff sought an extension from the trial court to correct any deficiencies in an expert report in a medical malpractice action, but the trial court never rules on that request because of its erroneous conclusion that the report is adequate, the court of appeals must remand to allow the trial court to exercise its discretion to order an extension, even if the plaintiff never requested a remand from the court of appeals. See *Martinez-Partido v. Methodist Specialty & Transplant Hosp.*, 51 Tex. Sup. Ct. J. 1442, 1442–1443 (Tex. 2008) (per curiam). See Ch. 321, *Medical Malpractice*, § 321.15[6][b].

Expert Witnesses. The court of appeals held that although a person providing an initial expert witness report in a medical malpractice action must be a “physician” in certain circumstances, there is no requirement for the physician to hold a Texas license, and a license from any state is sufficient. See *Kelly v. Rendon*, 255 S.W.3d 665, 675 (Tex. App.—Houston [14th Dist.] 2008, no pet.). See Ch. 321, *Medical Malpractice*, § 321.15[2].

Objections to expert witness reports. The court of appeals held that: (1) the 21-day period for a defendant to object to an expert witness report in a medical malpractice action, Tex. Civ. Prac. & Rem. Code § 74.351(a), is limited to objections to the “sufficiency” of the report, so that a motion complaining that report was untimely is not subject to the 21-day deadline; but (2) the defendant did not preserve the right to recover attorney’s fees and costs for securing dismissal when the motion

contained only a general prayer for relief. See *Victoria Gardens of Frisco v. Walrath*, 257 S.W.3d 284, 290–291 (Tex. App.—Dallas 2008, pet. filed). See Ch. 321, *Medical Malpractice*, § 321.15[5][a], [7].

Waiver and Estoppel. The Texas Supreme Court held that: (1) the doctrines of waiver and estoppel may not be used to create coverage when none exists under the express terms of the insurance policy; (2) the so-called “*Wilkinson* exception” recognized in *Farmers Texas County Ins. Co. v. Wilkinson*, 601 S.W.2d 520 (Tex. App.—Austin 1980, ref. n.r.e.), is disapproved to the extent that it permits expansion of coverage through waiver or estoppel; and (3) if the insured has knowledge that there may be no coverage, but nevertheless provides a defense without a reservation of rights, the insurer is equitably estopped from denying liability for the claim when the insured is prejudiced by the insurer’s conduct. See *Ulico Casualty Co. v. Allied Pilots Ass’n*, 51 Tex. Sup. Ct. J. 1320, 1323–1329 (Tex. 2008). See Ch. 341, *Liability Insurance*, § 341.04[3][d].

Insurer’s duty to defend. The Texas Supreme Court held that: (1) an alleged biological injury from exposure of human tissue to radio frequency radiation from cell phones stated a claim for “bodily injury” against the insured; and therefore, (2) the insurer’s duty to defend was implicated, because the complaint alleged both covered negligence claims and excluded intentional tort claims; but also (3) when an amended pleading was filed disclaiming any personal injury recovery and seeking economic damages only, the policy’s business risk exclusion applied and negated the duty to defend. See *Zurich Am. Ins. Co. v. Nokia, Inc.*, 51 Tex. Sup. Ct. J. 1340, 1343–1349 (Tex. 2008). See Ch. 341, *Liability Insurance*, §§ 341.04[3], 341.09[1].

Latent Property Damage. The Texas Supreme Court addressed when latent property damage occurs for purposes of an occurrence-based commercial general liability policy, holding that: (1) the rule depends on the particular policy language at issue, and there is no universal rule to be applied to all occurrence-based policies; (2) the “actual injury” or “injury-in-fact” rule applied, not a manifestation or an exposure approach, because the policy language based coverage on the *fact* of damage, not when the damage was or could have been discovered; and therefore (3) the insurer’s duty to defend was implicated, and neither the potential availability of a limitations defense nor the fact that the damage may have been inherently undiscoverable until after the policy expired excused insurer from the duty to defend. See *Don’s Building Supply, Inc. v. OneBeacon Ins. Co.*, 51 Tex. Sup. Ct. J. 1367, 1369–1375 (Tex. 2008). See Ch. 341, *Liability Insurance*, §§ 341.04[3], 341.08[3].

Worker’s Compensation and arbitration. In a case where an employment agreement called for mandatory arbitration of any claim by the employee of worker’s compensation related retaliation, the Texas Supreme Court held: (1) because the agreement precluded the arbitrator from ordering reinstatement or punitive damages, it limited the available statutory remedies in a retaliation action and was unconscionable and void to that extent; but also (2) an agreement to limit discovery and to split the costs of arbitration is not per se unconscionable, and its validity is determined by the arbitrator based on evidence of whether the procedural limitations deterred or prevented the vindication of statutory rights. See *In re Poly-America, L.P.*, 262 S.W.3d 337 (Tex. 2008). See Ch. 340, *Worker’s Compensation*, § 340.42.

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Publication 719, Release 92, February 2009**

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February 2009

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| <input type="checkbox"/> | 162-33 | 162-33 |
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| <input type="checkbox"/> | 171-73 | 171-73 |

VOLUME 13

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| | | |
|--------------------------|------------------------------------|---------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 200-97 thru 200-99 | 200-97 thru 200-99 |
| <input type="checkbox"/> | 200-147 | 200-147 |
| <input type="checkbox"/> | 203-45 thru 203-46.1 | 203-45 thru 203-46.1 |
| <input type="checkbox"/> | 203-68.1 thru 203-69 | 203-69 thru 203-70.1 |
| <input type="checkbox"/> | 203-77 | 203-77 |
| <input type="checkbox"/> | 203-83 thru 203-91 | 203-83 thru 203-92.1 |
| <input type="checkbox"/> | 203-137 thru 203-139 | 203-137 thru 203-139 |
| <input type="checkbox"/> | 203A-19 thru 203A-22.1 | 203A-19 thru 203A-22.1 |
| <input type="checkbox"/> | 203A-31 thru 203A-33 | 203A-31 thru 203A-33 |
| <input type="checkbox"/> | 203A-57 thru 203A-71 | 203A-57 thru 203A-72.3 |
| <input type="checkbox"/> | 203A-81 thru 203A-88.1 | 203A-81 thru 203A-88.1 |
| <input type="checkbox"/> | 203A-109. | 203A-109 |
| <input type="checkbox"/> | 203A-120.1 thru 203A-135 | 203A-121 thru 203A-136.15 |
| <input type="checkbox"/> | 205-22.1 thru 205-22.3 | 205-22.1 thru 205-22.3 |

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| | | |
|--------------------------|------------------------------------|--------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 210A-11 thru 210A-15. | 210A-11 thru 210A-16.1 |
| <input type="checkbox"/> | 210A-27 | 210A-27 thru 210A-28.1 |
| <input type="checkbox"/> | 210A-35 thru 210A-39 | 210A-35 thru 210A-39 |
| <input type="checkbox"/> | 210A-47 thru 210A-67 | 210A-47 thru 210A-68.1 |
| <input type="checkbox"/> | 210A-117 thru 210A-127 | 210A-117 thru 210A-128.1 |
| <input type="checkbox"/> | 210A-141 thru 210A-142.1 | 210A-141 thru 210A-142.1 |
| <input type="checkbox"/> | 210A-169 thru 210A-171 | 210A-169 thru 210A-171 |

| Check As Done | <i><u>Remove Old Pages Numbered</u></i> | <i><u>Insert New Pages Numbered</u></i> |
|------------------------------|---|---|
| <input type="checkbox"/> | 210A-181. | 210A-181 |
| <input type="checkbox"/> | 220-61 thru 220-63 | 220-61 thru 220-64.1 |
| <input type="checkbox"/> | 220-102.1 thru 220-113 | 220-103 thru 220-113 |
| <input type="checkbox"/> | 220-125 thru 220-127 | 220-125 thru 220-127 |
| <input type="checkbox"/> | 220-147 | 220-147 |

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| | | |
|--------------------------|-----------------------------------|----------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 254-33 thru 254-34.1 | 254-33 thru 254-34.1 |
| <input type="checkbox"/> | 255-41 thru 255-42.1 | 255-41 thru 255-42.1 |
| <input type="checkbox"/> | 257-21 thru 257-22.1 | 257-21 thru 257-22.1 |
| <input type="checkbox"/> | 260-54.1 thru 260-54.3 | 260-54.1 thru 260-54.4(1) |
| <input type="checkbox"/> | 261-7. | 261-7 thru 261-8.1 |
| <input type="checkbox"/> | 261-37 | 261-37 |
| <input type="checkbox"/> | 261-53 | 261-53 thru 261-54.1 |
| <input type="checkbox"/> | 261-65 thru 261-66.3 | 261-65 thru 261-66.4(1) |
| <input type="checkbox"/> | 261-67 thru 261-68.6(1) | 261-67 thru 261-68.6(2)(a) |

VOLUME 18

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| | | |
|--------------------------|----------------------------------|------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 270-17 | 270-17 thru 270-18.1 |
| <input type="checkbox"/> | 270-36.5 thru 270-36.7 | 270-36.5 thru 270-36.9 |
| <input type="checkbox"/> | 270-99 | 270-99 thru 270-100.1 |
| <input type="checkbox"/> | 280-11 | 280-11 |
| <input type="checkbox"/> | 280-21 | 280-21 thru 280-22.1 |
| <input type="checkbox"/> | 281-45 | 281-45 thru 281-46.1 |
| <input type="checkbox"/> | 282-15 | 282-15 |
| <input type="checkbox"/> | 282-53 thru 282-55 | 282-53 thru 282-55 |
| <input type="checkbox"/> | 283-7. | 283-7 |
| <input type="checkbox"/> | 283-59 thru 283-67 | 283-59 thru 283-67 |
| <input type="checkbox"/> | 283-137 thru 283-138.1 | 283-137 |

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| | | |
|--------------------------|-----------------------------------|-------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 290-22.1 thru 290-24.1 | 290-23 thru 290-24.1 |
| <input type="checkbox"/> | 290-87 | 290-87 thru 290-88.1 |
| <input type="checkbox"/> | 291-61 thru 291-66.2(1) | 291-61 thru 291-66.2(1) |
| <input type="checkbox"/> | 292-15 thru 292-17 | 292-15 thru 292-17 |

| Check As Done | <i><u>Remove Old Pages Numbered</u></i> | <i><u>Insert New Pages Numbered</u></i> |
|------------------------------|---|---|
| <input type="checkbox"/> | 292-49 | 292-49 |
| <input type="checkbox"/> | 293-18.1 thru 293-18.3 | 293-18.1 thru 293-18.5 |
| <input type="checkbox"/> | 293-37 | 293-37 thru 293-38.1 |
| <input type="checkbox"/> | 293-59 | 293-59 thru 293-60.1 |
| <input type="checkbox"/> | 293-131 thru 293-136.4(3) | 293-131 thru 293-136.4(3) |
| <input type="checkbox"/> | 310-56.2(1) thru 310-56.2(5) | 310-56.2(1) thru 310-56.2(5) |

VOLUME 20

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| | | |
|--------------------------|-------------------------------------|----------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 320-11 thru 320-12.1 | 320-11 thru 320-12.1 |
| <input type="checkbox"/> | 320-64.5 thru 320-64.10(1). | 320-64.5 thru 320-64.10(3) |
| <input type="checkbox"/> | 321-15 thru 321-16.3 | 321-15 thru 321-16.3 |
| <input type="checkbox"/> | 321-29 thru 321-30.1 | 321-29 thru 321-30.1 |
| <input type="checkbox"/> | 321-53 thru 321-54.1 | 321-53 thru 321-54.3 |
| <input type="checkbox"/> | 321-63 | 321-63 |
| <input type="checkbox"/> | 321-82.1 thru 321-104.1 | 321-83 thru 321-104.2(3) |
| <input type="checkbox"/> | 321-171 | 321-171 |
| <input type="checkbox"/> | 322-14.1 thru 322-15 | 322-15 thru 322-16.1 |
| <input type="checkbox"/> | 323-8.1. | 323-8.1 |
| <input type="checkbox"/> | 333-65 thru 333-69 | 333-65 thru 333-69 |
| <input type="checkbox"/> | 334-5 thru 334-11 | 334-5 thru 334-12.1 |

VOLUME 21

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| | | |
|--------------------------|----------------------------------|------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 340-55 thru 340-63 | 340-55 thru 340-64.1 |
| <input type="checkbox"/> | 340-83 thru 340-84.5 | 340-83 thru 340-84.5 |
| <input type="checkbox"/> | 341-23 thru 341-39 | 341-23 thru 341-40.5 |
| <input type="checkbox"/> | 341-58.3 thru 341-61 | 341-59 thru 341-62.3 |
| <input type="checkbox"/> | 341-133 | 341-133 thru 341-134.1 |
| <input type="checkbox"/> | 341-163 thru 341-169 | 341-163 thru 341-170.1 |
| <input type="checkbox"/> | 345-94.1 thru 345-94.3 | 345-94.1 thru 345-94.3 |

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| | | |
|--------------------------|-------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 362-37 thru 362-47 | 362-37 thru 362-48.1 |
| <input type="checkbox"/> | 364-5 thru 364-20.1 | 364-5 thru 364-19 |
| <input type="checkbox"/> | 370-9 thru 370-13. | 370-9 thru 370-13 |

Check
As
Done

Remove Old
Pages Numbered

Insert New
Pages Numbered

VOLUME 23

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- | | | |
|--------------------------|--------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 372-90.1 thru 372-91 | 372-91 thru 372-92.3 |

VOLUME 24

Revision

- | | | |
|--------------------------|--------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 391-19 thru 391-21 | 391-19 thru 391-22.1 |
| <input type="checkbox"/> | 391-47 | 391-47 |
| <input type="checkbox"/> | 392-167 | 392-167 |
| <input type="checkbox"/> | 394-43 thru 394-45 | 394-43 thru 394-45 |
| <input type="checkbox"/> | 402-5. | 402-5 |
| <input type="checkbox"/> | 402-15 | 402-15 |
| <input type="checkbox"/> | 415-25 | 415-25 thru 415-26.1 |
| <input type="checkbox"/> | 415-39 thru 415-40.1 | 415-39 thru 415-40.1 |

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|--------------------------|--------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 420-3. | 420-3 |
| <input type="checkbox"/> | 421-3 thru 421-9 | 421-3 thru 421-9 |
| <input type="checkbox"/> | 422-5 thru 422-6.1 | 422-5 |
| <input type="checkbox"/> | 423-22.1 | 423-22.1 |
| <input type="checkbox"/> | 423-29 thru 423-30.5 | 423-29 thru 423-30.1 |
| <input type="checkbox"/> | 425-91 | 425-91 |

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