

PUBLICATION UPDATE

Route to: _____ _____ _____ _____
 _____ _____ _____ _____

Dorsaneo, Texas Litigation Guide

Publication 719

Release 97

May 2010

HIGHLIGHTS

Recreational Use Statute

- In *City of Waco v. Kirwan*, 298 S.W.3d 618 (Tex. 2009), the Texas Supreme Court considered an issue of first impression: whether a governmental land owner has a duty under the recreational use statute, Tex. Civ. Prac. & Rem. Code § 75.001 et seq., when the condition of the land is both naturally-occurring and not open and obvious. The Court held that generally there is no duty with respect to such conditions; however, it may be appropriate to impose a duty provided that: (1) the owner knows of a hidden natural condition located in an area frequented by recreational users; (2) the owner knows of deaths or injuries related to that condition; and (3) the condition is not one that a reasonable recreational user would expect to encounter on the property. See § 293.10[5][g][v].

Discovery—Electronic Data

- In *In re Weekley Homes, L.P.*, 295 S.W.3d 309 (Tex. 2009), the Texas

Supreme Court set out comprehensive guidelines for the application of Civil Rule 196.4, which governs discovery of data or information in electronic or magnetic form, in the context of a case in which the trial court had ordered the defendant to turn over computer hard drives to be searched for deleted e-mails. See § 99.20[2][b].

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Pretrial, Trial, and Appellate Practice

Significant cases in the area of pretrial, trial, and appellate practice include:

Underlying Attorney's Fees Recoverable in Attorney Malpractice Action. In *Akin, Gump, Strauss, Hauer & Feld, L.L.P. v. National Development and Research*

Corp., 299 S.W.3d 106 (Tex. 2009), the Texas Supreme Court held that a malpractice plaintiff may recover damages for attorney's fees paid in the underlying case to the extent the fees were proximately caused by the defendant attorney's negligence. See § 22.11[3].

Attorney's Fees Not Granted in Every Case When Uncontradicted Testimony of Fees Is Offered. In *Smith v. Patrick W. Y. Tam Trust*, 296 S.W.3d 545, 547–548 (Tex. 2009), the Texas Supreme Court held that even if evidence of attorney's fees is uncontradicted, if it is unreasonable, incredible, or questionable, then the evidence only raises a fact issue to be determined by the trier of fact. The trier of fact must also consider the amount of money involved in the case and the results received. See § 22.41.

No Attorney's Fees Awarded. In *Midland Western Building L.L.C. v. First Service Air Conditioning Contractors, Inc.*, 53 Tex. Sup. J. 148 (Tex. 2009), the Texas Supreme Court held that an award of no fees is improper in the absence of evidence affirmatively showing that no attorney's services were needed or that any services provided were of no value. See § 22.52[1].

No Personal Jurisdiction When Plaintiff Does Not Allege Defendant's Presence in Texas. In *Kelly v. General Interior Construction, Inc.*, 301 S.W.3d 653 (Tex. 2010), the Texas Supreme Court held that if a plaintiff fails to plead facts bringing the defendant within reach of the long-arm statute, the defendant need only prove that it does not live in Texas to negate jurisdiction. See § 32.02[3].

Signatures on Arbitration Agreement Not Required. In *In re Polymerica, LLC*, 296 S.W.3d 74, 76 (Tex. 2009), the Texas Supreme Court held that arbitration agreements need not be signed, so long as they

are written and agreed to by the parties. See § 44.02[1][c].

Grounds for Vacating Arbitration Award. In *Fogal v. Stature Const., Inc.*, 294 S.W.3d 708, 720 (Tex. App.—Houston [1st Dist.] 2009, pet. denied), the court of appeal held that violation of public policy is no longer a legally recognized ground for vacating an arbitration award. See § 44.06[3][b].

Special Appearance. The Texas Supreme Court discussed the defendant's burden of proof on a special appearance motion, concluding that when a plaintiff fails to plead facts bringing the defendant within reach of a long-arm statute, the defendant need only prove that it does not live in Texas to negate jurisdiction. See *Kelly v. General Interior Construction, Inc.*, 301 S.W.3d 653 (Tex. 2010); see § 60.04[2].

Discovery—Scope. In *In re Deere & Co.*, 299 S.W.3d 819 (Tex. 2009), the Texas Supreme Court discussed the extent to which orders for production may be overbroad when not reasonably limited as to time period. See § 90.02[2], [8].

Discovery—Electronic Data. In *In re Weekley Homes, L.P.*, 295 S.W.3d 309 (Tex. 2009), the Texas Supreme Court set out comprehensive guidelines for the application of Civil Rule 196.4, which governs discovery of data or information in electronic or magnetic form, in the context of a case in which the trial court had ordered the defendant to turn over computer hard drives to be searched for deleted e-mails. See § 99.20[2][b].

Default Judgment. The Texas Supreme Court adhered to its longstanding rule that virtually any deviation from the requirements for proper service will invalidate a default judgment, and ruled that a default judgment had to be reversed when the clerk's endorsement of the return of cita-

tion failed to include the hour the citation was received. See *Ins. Co. of State of Penn. v. Lejeune*, 297 S.W.3d 254, 255–256 (Tex. 2009); see § 100.12[3][b].

Commercial Litigation

Significant cases in the area of commercial litigation include:

Noncompetition Covenant. A covenant not to compete in an at-will employment agreement is enforceable when the employee expressly promises not to disclose confidential information, even though the employer does not expressly promise to provide that information, as long as the nature of the employment for which the employee is hired reasonably requires the employer to provide confidential information to the employee so that the employee may accomplish the tasks for which he or she was hired. See *Mann Frankfort Stein & Lipp v. Fielding*, 289 S.W.3d 844, 845–846 (Tex. 2009); see § 201.02[3].

Employer Need Not Sign Arbitration Agreement. An employer is deemed to be a party to and therefore may enforce an arbitration agreement signed only by the employee and a human resources management company, when the agreement states that it applies to any disputes between the employee and the employer. See *In re Polymerica, LLC*, 296 S.W.3d 74, 76–77 (Tex. 2009); see § 203.48[8].

Whistleblower Act Claim. Alleged regulatory noncompliance is not a violation of law for purposes of the Whistleblower Act. See *State v. Lueck*, 290 S.W.3d 876, 878, 885 (Tex. 2009); see § 203A.22[1][b][iii].

Capacity to Agree to Arbitration Provision. If a contract contains an arbitration provision and the defendant seeks to compel arbitration, any defenses to contract formation raised by the guardian, such as

whether the ward had the mental capacity to assent to the contract, are matters for the court, not the arbitrator, to decide. See *In re Morgan Stanley & Co., Inc.*, 293 S.W.3d 182, 190 (Tex. 2009); see § 210A.04[2][b][i].

Parol Evidence. Parties may not offer expert testimony to supply parol evidence to vary or contradict the terms of an unambiguous contract, e.g., testimony regarding “standard practice in the industry”. See *Dynegy Midstream Servs. v. Apache Corp.*, 294 S.W.3d 164, 169–170 (Tex. 2009); see § 210A.29[1][a].

Exhaustion of Administrative Remedies in DTPA Action. The plaintiff’s failure to exhaust available administrative remedies may be raised as a defense in a DTPA action. See *Cunningham Lindsey Claims Mgmt. v. Snyder*, 291 S.W.3d 472, 482–486 (Tex. App.—Houston [14th Dist.] 2009, pet. filed). See § 220.06[3].

Conditional Guarantee. A joint check agreement, which states that the prime contractor agrees to make all payments for all materials and services a supplier furnishes for a construction project, by check made jointly payable to the supplier and a subcontractor, only guarantees that the prime contractor will make payment by joint check and is not an unconditional guarantee to pay for any materials the supplier provides to the subcontractor. See *Dealers Elec. Supply Co. v. Scoggins Constr. Co.*, 292 S.W.3d 650, 660 (Tex. 2009); see § 231.01[2][b].

Real Estate Litigation

Significant cases in the area of real estate litigation include:

Correction Deed. In *Myrad Properties, Inc. v. LaSalle Bank Nat’l Assoc.*, 53 Tex. Sup. Ct. J. 208, 210 (Tex. 2009), the Texas Supreme Court held that when a foreclo-

sure deed conveyed only one of two properties subject to a deed of trust, the parties could not execute a correction deed in order to convey the second property because the appropriate scope of a correction deed does not extend to conveyance of an additional, separate parcel of land. The Court therefore rescinded the entire foreclosure proceedings and resulting deed. See §§ 254.02[4], 254.04[8]; see § 255.04[1][a].

Eminent Domain. In *State v. Central Expressway Sign Assocs.*, 53 Tex. Sup. Ct. J. 134, 137 (Tex. 2009), an eminent domain case in which the Texas Supreme Court held that lost income or profits from a business operated on the condemned property may be considered only if: (1) the condemnation causes a material and substantial interference with access to one's property; or (2) the taking is partial, so that lost profits may demonstrate the effect on the market value of the remainder. See § 261.01[3][f][i].

Right to Foreclose. In *Financial Freedom Senior Funding Corp. v. Horrocks*, 294 S.W.3d 749, 754–756 (Tex. App.—Houston [14th Dist.] 2009, no pet.), the court held that under the express terms of a reverse mortgage, the right to foreclose accrued immediately on the borrower's death, so foreclosure proceedings brought more than four years after that date were barred by the statute of limitations. See §§ 255.03[2][e], 255.06[6].

Governmental Immunity. In *Linbeck Constr. Corp. v. City of Grand Prairie*, 293 S.W.3d 896, 899–900 (Tex. App.—Dallas 2009, pet. filed), the court held that when a city bought real property while it was under construction, the city's governmental immunity precluded a subcontractor's suit to foreclose a mechanic's lien for work performed before the purchase. See § 271.03[1].

Personal Injury Litigation

Significant cases in the area of personal injury litigation include:

Recreational Use Statute. In *City of Waco v. Kirwan*, 298 S.W.3d 618, 53 Tex. Sup. Ct. J. 140, 143–145 (Tex. 2009), the Texas Supreme Court considered an issue of first impression: whether a governmental land owner has a duty under the recreational use statute, Tex. Civ. Prac. & Rem. Code § 75.001 et seq., when the condition of the land is both naturally-occurring and not open and obvious. The Court held that generally there is no duty with respect to such conditions; however, it may be appropriate to impose a duty provided that: (1) the owner knows of a hidden natural condition located in an area frequented by recreational users; (2) the owner knows of deaths or injuries related to that condition; and (3) the condition is not one that a reasonable recreational user would expect to encounter on the property. See § 293.10[5][g][v].

Legal Malpractice. In *Akin, Gump, Strauss, Hauer & Feld, L.L.P v. National Dev. & Research Corp.*, 299, S.W.3d 106, 53 Tex. Sup. Ct. J. 77, 80–87 (Tex. 2009), a legal malpractice case, the Texas Supreme Court held that: (1) to recover for malpractice that causes a claim to be lost, the client must show (a) that the client would have prevailed with respect to the claim, and (b) the amount that actually would have been collected, which requires a showing that the defendant in the underlying suit could have satisfied the hypothetical judgment on or after the time it would have been entered, not at the time of suit or some other time prior to judgment; and (2) a malpractice plaintiff may recover damages for attorney's fees paid in the underlying case, but only to the extent the plaintiff proves that those expenses were

proximately caused by the malpractice. See § 322.02[1][d].

Federal Railroad Safety Act Preemption. In *Missouri Pac. R.R. v. Limmer*, 299 S.W.3d 78, 53 Tex. Sup. Ct. J. 40, 44–49 (Tex. 2009), a case arising from an accident at a railroad crossing, the Texas Supreme Court held that: (1) any claim that the traditional “crossbucks” posted at the crossing constituted an inadequate warning was preempted by the Federal Railroad Safety Act, 49 U.S.C. § 20106, and its accompanying regulations because improvements at the crossing were constructed with federal funds making federal law applicable, and a passive warning device with retroreflective material was sufficient under federal law; and (2) a railroad is not under an independent duty to keep grade crossings clear of potential sight obstructions. See § 300.120[1].

Proportionate Responsibility. In *Zachry Constr. Corp. v. Texas A&M Univ.*, 298 S.W.3d 617, 53 Tex. Sup. Ct. J. 133, 134 (Tex. 2009) (per curiam), the Texas Supreme Court held that when a state university settled with a personal injury claimant, the university became a “settling person” under Tex. Civ. Prac. & Rem. Code § 33.011(5), so that its proportionate responsibility had to be determined by the jury. The issue of whether sovereign immunity precluded the defendants from designating the university as a responsible third party was therefore moot. See § 291.03[2][a][ii][D], [b][i].

Breach of a Promise. In *Aquaplex, Inc. v. Rancho la Valencia, Inc.*, 299 S.W.3d 768, 53 Tex. Sup. Ct. J. 89, 93 (Tex. 2009) (per curiam), a fraud case, the Texas Supreme Court held that breach of a promise to fund a settlement agreement, coupled with a bad faith bankruptcy filing and testimony that an attorney’s services were

being used to perpetrate a fraud, were sufficient to prove that the defendant had the present intent not to perform the promise when it was made. See § 336.04[4][b].

Expert Opinion. In *Whirlpool Corp. v. Camacho*, 298 S.W.3d 631, 53 Tex. Sup. Ct. J. 179, 184–188 (Tex. 2009), the Texas Supreme Court held that an expert’s opinion on how an alleged design defect caused a fire was speculative because the product was destroyed by the fire, the expert did no testing or other verification of the theory, and the theory was developed for the case itself, and had not been subjected to peer review. See § 320.07.

Motion to Designate. In *Valverde v. Biela’s Glass & Aluminum Prods.*, 293 S.W.3d 751, 753–755 (Tex. App.—San Antonio 2009, pet. denied), the court noted that when a motion to designate a responsible third party is filed and not opposed, the absence of any objection requires that the motion be granted. The court of appeals nevertheless held that the 60-day period for the plaintiff to join the designee under Tex. Civ. Prac. & Rem. Code § 33.004(e) runs from the date of the order granting the motion, not from the expiration of the objection period. See § 291.03[2][b][iii].

Duty to Defend and Indemnify. In *D.R. Horton-Texas, Ltd. v. Markel Int’l Ins. Co.*, 53 Tex. Sup. Ct. J. 170, 172–173 (Tex. 2009), the Texas Supreme Court emphasized once again that a liability insurer’s duty to defend and duty to indemnify are separate and distinct duties that are not dependent on each other. The Court therefore held that an insurer may have an ultimate duty to indemnify even in the absence of a prior duty to defend, unless the same allegations that negate the duty to defend also establish that there is no possibility of coverage under the policy. See § 341.04[3].

Liability Policy's Defamation Exclusion. In *Chrysler Ins. Co. v. Greenspoint Dodge of Houston, Inc.*, 297 S.W.3d 248, 53 Tex. Sup. Ct. J. 96, 98–99 (Tex. 2009) (per curiam), the Texas Supreme Court construed a liability policy's defamation exclusion, holding that because a corporate vice-principal made defamatory statements with knowledge of their falsity, the exclusion was applicable and coverage was precluded, even though corporate vice-principals were not expressly included as additional insureds under the policy. See §§ 341.07[1], [2][f], 341.10[2].

Worker's Compensation. In *Insurance Co. of State of Pa. v. Lejeune*, 297 S.W.3d 254, 53 Tex. Sup. Ct. J. 100, 101 (Tex. 2009) (per curiam), a workers' compensation case in which default judgment was entered when the insurance carrier did not answer, the Texas Supreme Court held that because the return of citation failed to specify the hour of service as required by Tex. R. Civ. P. 16, 105, there was error on the face of the record justifying relief from the default judgment by a restricted appeal. See §§ 340.30[4][a], 340.150[1].

Wrongful Death Act. In *Ross v. Union Carbide Corp.*, 296 S.W.3d 206, 213–216 (Tex. App.—Houston [14th Dist.] 2009, pet. filed), a workers' compensation case, the court held that although both Tex. Const. art. 16, § 26 and Tex. Lab. Code § 408.001(b) provide that the surviving spouse and heirs of an employee whose death was caused by an employer's intentional conduct or gross negligence may sue for exemplary damages, the actual basis for such a claim is the Wrongful Death Act, so that when the employee settled the claim prior to death and expressly released any claim for exemplary damages, that release also bound the surviving spouse and heirs. See Ch. 340, *Workers' Compensation*, § 340.40[1].

Missed Deadline for Insurance Renewal. In *Hartland v. Progressive County Mut. Ins. Co.*, 290 S.W.3d 318, 322–324 (Tex. App.—Houston [14th Dist.] 2009), the court held that when an insured missed the deadline for renewal of an auto liability policy by three days, and the insurer accepted the late payment and issued a new policy with a new inception date, an accident that occurred between the expiration of the old policy and the inception of the new policy was not covered. Moreover, the provisions relating to cancelation of the policy were inapplicable because the policy was not canceled, but simply expired under its own terms. See § 341.03[1], [3], [4].

Family Law Litigation

Significant cases in the area of family law litigation include:

Division of Retirement Benefits. Temporary military disability retirement benefits are excluded from the definition of "disposable retired pay" and are not divisible on divorce. See § 363.57[2][d].

Standing to File SAPCR. Disagreement has arisen among the courts of appeals as to the meaning of the "actual care, control, and possession" language in the statute that gives standing to persons who have had possession of the child for at least six months. See § 370.02[1][a].

Probate Code Litigation

Significant cases in the area of probate code litigation include:

Independent Executor's Authority to Sell Property. A will may provide broad authority for the independent executor to sell estate property and that power is valid as against a specific devise of the sold property. An independent executor has authority to sell property apart from any express authority in the will when there are outstanding debts or claims against the

estate. See *Smith v. Hodges*, 294 S.W.3d 774, 778 (Tex. App.—Eastland 2009, no pet. h.); see § 400.01[2].

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Publication 719 Release 97

May 2010

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Check As Done Remove Old Pages Numbered

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VOLUME 1

Revision

- checkbox Title page. Title page
checkbox 3-65 thru 3-85 3-65 thru 3-85
checkbox 10-3 10-3 thru 10-4.1
checkbox 10-31. 10-31
checkbox 13-29 thru 13-37 13-29 thru 13-37
checkbox 13-47 thru 13-62.1 13-47 thru 13-62.9
checkbox 13-144.1 thru 13-147 13-145 thru 13-147

VOLUME 2

Revision

- checkbox Title page. Title page
checkbox 20-46.15 thru 20-46.20(1) 20-46.15 thru 20-46.20(1)
checkbox 20-50.2(1) 20-50.2(1) thru 20-50.2(2)(a)
checkbox 21-3 thru 21-7 21-3 thru 21-8.1
checkbox 21-17 thru 21-39 21-17 thru 21-40.3
checkbox 21-50.1 thru 21-50.5 21-50.1 thru 21-50.5
checkbox 21-85 thru 21-93 21-85 thru 21-93
checkbox 21A-3 thru 21A-43 21A-3 thru 21A-41
checkbox 22-14.1 thru 22-23 22-15 thru 22-24.1
checkbox 22-58.1 thru 22-77 22-59 thru 22-77
checkbox 22-111 thru 22-117 22-111 thru 22-119
checkbox 30-7 thru 30-10.1 30-7 thru 30-10.1
checkbox 31-9 31-9 thru 31-10.1
checkbox 31-20.1 thru 31-31 31-21 thru 31-31
checkbox 31-40.1 thru 31-50.1 31-41 thru 31-47
checkbox 31-65. 31-65
checkbox 32-15 thru 32-20.1 32-15 thru 32-20.1
checkbox 32-33 thru 32-42.1 32-33 thru 32-42.1
checkbox 32-53. 32-53 thru 32-54.1
checkbox 32-69 thru 32-73 32-69 thru 32-73
checkbox 32-127 thru 32-131 32-127 thru 32-131

VOLUME 3

Revision

- checkbox Title page. Title page
checkbox 42-3 thru 42-7 42-3 thru 42-7

Check As Done	<i><u>Remove Old Pages Numbered</u></i>	<i><u>Insert New Pages Numbered</u></i>
<input type="checkbox"/>	42-47 thru 42-50.1	42-47 thru 42-50.1
<input type="checkbox"/>	42-112.1 thru 42-129	42-113 thru 42-123
<input type="checkbox"/>	44-17 thru 44-34.1	44-17 thru 44-34.1
<input type="checkbox"/>	44-49 thru 44-51	44-49 thru 44-52.1
<input type="checkbox"/>	44-61 thru 44-62.5	44-61 thru 44-62.5
<input type="checkbox"/>	44-135 thru 44-146.1	44-135 thru 44-146.1
<input type="checkbox"/>	45-7	45-7 thru 45-8.1
<input type="checkbox"/>	45-19 thru 45-28.1	45-19 thru 45-28.1

VOLUME 4

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	50-31 thru 50-34.1	50-31 thru 50-34.1

VOLUME 5

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	60-6.1 thru 60-53	60-7 thru 60-53
<input type="checkbox"/>	61-26.1 thru 61-38.1.	61-27 thru 61-38.1
<input type="checkbox"/>	62-41.	62-41 thru 62-42.1
<input type="checkbox"/>	70-45.	70-45
<input type="checkbox"/>	70-83.	70-83
<input type="checkbox"/>	70-93 thru 70-96.1	70-93 thru 70-96.1
<input type="checkbox"/>	72-60.8(1) thru 72-60.18(1)	72-60.9 thru 72-60.18(3)
<input type="checkbox"/>	81-13.	81-13 thru 81-14.1
<input type="checkbox"/>	82-14.1 thru 82-17	82-15 thru 82-17
<input type="checkbox"/>	82-47.	82-47

VOLUME 6

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	90-17 thru 90-18.1	90-17 thru 90-18.1
<input type="checkbox"/>	90-32.1 thru 90-35	90-33 thru 90-35
<input type="checkbox"/>	90-53 thru 90-54.1	90-53 thru 90-54.1
<input type="checkbox"/>	90-104.1 thru 90-114.1	90-105 thru 90-114.9
<input type="checkbox"/>	90-159 thru 90-164.1	90-159 thru 90-164.1
<input type="checkbox"/>	92-9 thru 92-13	92-9 thru 92-14.1
<input type="checkbox"/>	92-22.1 thru 92-22.7.	92-22.1 thru 92-22.7
<input type="checkbox"/>	93-12.1 thru 93-18.1.	93-13 thru 93-18.1
<input type="checkbox"/>	96-23.	96-23
<input type="checkbox"/>	98-44.1 thru 98-44.5.	98-44.1 thru 98-44.5

Check As Done	<i>Remove Old Pages Numbered</i>	<i>Insert New Pages Numbered</i>
<input type="checkbox"/>	99-31	99-31 thru 99-32.1
<input type="checkbox"/>	99-42.1 thru 99-47	99-43 thru 99-47

VOLUME 7

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	100-17 thru 100-21	100-17 thru 100-21
<input type="checkbox"/>	100-31	100-31
<input type="checkbox"/>	100-43 thru 100-66.1	100-43 thru 100-59
<input type="checkbox"/>	100-107 thru 100-109	100-107 thru 100-109
<input type="checkbox"/>	102-51 thru 102-52.1	102-51 thru 102-52.1
<input type="checkbox"/>	103-5 thru 103-7	103-5 thru 103-7
<input type="checkbox"/>	103-40.1 thru 103-40.7	103-40.1 thru 103-40.7
<input type="checkbox"/>	103-83 thru 103-89	103-83 thru 103-89
<input type="checkbox"/>	113-17 thru 113-18.1	113-17 thru 113-18.1
<input type="checkbox"/>	113-31	113-31
<input type="checkbox"/>	113-43 thru 113-46.1	113-43 thru 113-45

VOLUME 8

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	120C-33 thru 120C-37.	120C-33 thru 120C-37
<input type="checkbox"/>	122-47	122-47 thru 122-48.1
<input type="checkbox"/>	122-66.1 thru 122-69	122-67 thru 122-69

VOLUME 9

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	130-1 thru 130-67.	130-1 thru 130-65
<input type="checkbox"/>	131-35 thru 131-37	131-35 thru 131-37
<input type="checkbox"/>	132-67 thru 132-68.1	132-67 thru 132-68.1
<input type="checkbox"/>	134-24.1 thru 134-36.1	134-25 thru 134-35

VOLUME 10

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	140-5 thru 140-6.1	140-5
<input type="checkbox"/>	140-33 thru 140-34.7	140-33 thru 140-34.5
<input type="checkbox"/>	141-9 thru 141-10.1	141-9 thru 141-10.1

Check As Done	<i>Remove Old <u>Pages Numbered</u></i>	<i>Insert New <u>Pages Numbered</u></i>
<input type="checkbox"/>	145-9 thru 145-14.1	145-9 thru 145-13
<input type="checkbox"/>	147-12.1 thru 147-28.1	147-13 thru 147-27
<input type="checkbox"/>	148-5 thru 148-16.1	148-5 thru 148-15
<input type="checkbox"/>	149-31 thru 149-32.1	149-31 thru 149-32.1
<input type="checkbox"/>	150-48.1 thru 150-71	150-49 thru 150-72.1
<input type="checkbox"/>	150-89 thru 150-95	150-89 thru 150-95
<input type="checkbox"/>	151-43	151-43
<input type="checkbox"/>	153-21	153-21 thru 153-22.1

VOLUME 11

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	160A-9 thru 160A-11	160A-9 thru 160A-12.1
<input type="checkbox"/>	162-9 thru 162-14.1	162-9 thru 162-14.1
<input type="checkbox"/>	165-13 thru 165-15	165-13 thru 165-15
<input type="checkbox"/>	171-1 thru 171-7	171-1 thru 171-8.1
<input type="checkbox"/>	171-19 thru 171-43	171-19 thru 171-44.9
<input type="checkbox"/>	171-67 thru 171-75	171-67 thru 171-75

VOLUME 12

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	180-9 thru 180-12.1	180-9 thru 180-12.1
<input type="checkbox"/>	183-5.	183-5 thru 183-6.1
<input type="checkbox"/>	183-61 thru 183-63	183-61 thru 183-63

VOLUME 13

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	201-5 thru 201-19.	201-5 thru 201-19
<input type="checkbox"/>	201-61 thru 201-65	201-61 thru 201-65
<input type="checkbox"/>	202-11 thru 202-14.1	202-11 thru 202-14.1
<input type="checkbox"/>	203-17 thru 203-18.1	203-17 thru 203-18.1
<input type="checkbox"/>	203-31 thru 203-36.1	203-31 thru 203-36.1
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<input type="checkbox"/>	203A-91	203A-91 thru 203A-92.1
<input type="checkbox"/>	203A-101 thru 203A-132.5	203A-101 thru 203A-132.7
<input type="checkbox"/>	203A-141.	203A-141 thru 203A-142.1
<input type="checkbox"/>	205-9.	205-9 thru 205-10.1
<input type="checkbox"/>	205-51 thru 205-53	205-51 thru 205-53

Check As Done	<i>Remove Old Pages Numbered</i>	<i>Insert New Pages Numbered</i>
<input type="checkbox"/>	205-67 thru 205-71	205-67 thru 205-71

VOLUME 14

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	210-107 thru 210-109	210-107 thru 210-110.1
<input type="checkbox"/>	210-139 thru 210-145	210-139 thru 210-145
<input type="checkbox"/>	210A-9 thru 210A-57	210A-9 thru 210A-58.1
<input type="checkbox"/>	210A-68.1 thru 210A-68.5	210A-68.1 thru 210A-68.5
<input type="checkbox"/>	210A-79 thru 210A-93	210A-79 thru 210A-94.1
<input type="checkbox"/>	210A-109 thru 210A-117	210A-109 thru 210A-118.1
<input type="checkbox"/>	210A-145 thru 210A-147	210A-145 thru 210A-148.1
<input type="checkbox"/>	210A-161 thru 210A-177	210A-161 thru 210A-177
<input type="checkbox"/>	211-3.	211-3 thru 211-4.1
<input type="checkbox"/>	212-13 thru 212-14.1	212-13
<input type="checkbox"/>	213-3 thru 213-6.1	213-3 thru 213-6.1
<input type="checkbox"/>	213-49 thru 213-55	213-49 thru 213-53
<input type="checkbox"/>	214-7 thru 214-11.	214-7 thru 214-9
<input type="checkbox"/>	214-47 thru 214-53	214-47 thru 214-51
<input type="checkbox"/>	215-9 thru 215-11.	215-9 thru 215-11
<input type="checkbox"/>	216-7 thru 216-17.	216-7 thru 216-18.1
<input type="checkbox"/>	216-45	216-45
<input type="checkbox"/>	220-87	220-87 thru 220-88.1
<input type="checkbox"/>	220A-57 thru 220A-59	220A-57 thru 220A-60.1
<input type="checkbox"/>	221-9 thru 221-16.1	221-9 thru 221-16.1
<input type="checkbox"/>	221-25 thru 221-48.1	221-25 thru 221-45
<input type="checkbox"/>	221-57 thru 221-67	221-57 thru 221-67
<input type="checkbox"/>	221-147 thru 221-153	221-147 thru 221-151

VOLUME 15

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	230-14.1 thru 230-17	230-15 thru 230-18.1
<input type="checkbox"/>	230-38.1 thru 230-43	230-39 thru 230-43
<input type="checkbox"/>	230-61 thru 230-66.1	230-61 thru 230-65
<input type="checkbox"/>	230-127 thru 230-131	230-127 thru 230-131
<input type="checkbox"/>	231-5 thru 231-9	231-5 thru 231-9

VOLUME 16

Revision

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

Check As Done	<i>Remove Old <u>Pages Numbered</u></i>	<i>Insert New <u>Pages Numbered</u></i>
<input type="checkbox"/>	240-45 thru 240-48.1	240-45 thru 240-48.1
<input type="checkbox"/>	240-118.1 thru 240-123	240-119 thru 240-121

VOLUME 17

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	250-47 thru 250-52.1	250-47 thru 250-52.1
<input type="checkbox"/>	251-9 thru 251-16.7	251-9 thru 251-16.7
<input type="checkbox"/>	252-36.1 thru 252-37	252-37 thru 252-38.5
<input type="checkbox"/>	252-50.1 thru 252-51	252-51 thru 252-52.3
<input type="checkbox"/>	252-70.2(1) thru 252-70.7	252-70.3 thru 252-70.9
<input type="checkbox"/>	253-51 thru 253-56.1	253-51 thru 253-56.1
<input type="checkbox"/>	254-4.1 thru 254-14.1	254-5 thru 254-14.3
<input type="checkbox"/>	254-23 thru 254-28.1	254-23 thru 254-28.1
<input type="checkbox"/>	255-23 thru 255-24.3	255-23 thru 255-24.3
<input type="checkbox"/>	255-37 thru 255-38.1	255-37 thru 255-38.1
<input type="checkbox"/>	255-60.1 thru 255-65	255-61 thru 255-66.1
<input type="checkbox"/>	256-22.1 thru 256-23	256-23 thru 256-24.1
<input type="checkbox"/>	257-11 thru 257-13	257-11 thru 257-13
<input type="checkbox"/>	260-15 thru 260-20.1	260-15 thru 260-20.1
<input type="checkbox"/>	260-47 thru 260-82.23	260-47 thru 260-82.51
<input type="checkbox"/>	261-5 thru 261-26.1	261-5 thru 261-26.1
<input type="checkbox"/>	261-42.1 thru 261-44.1	261-43 thru 261-44.1
<input type="checkbox"/>	261-66.1 thru 261-66.4(1)	261-66.1 thru 261-66.4(1)
<input type="checkbox"/>	261-68.1 thru 261-68.6(2)(a)	261-68.1 thru 261-68.6(2)(a)

VOLUME 18

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	270-17 thru 270-20.1	270-17 thru 270-20.3
<input type="checkbox"/>	270A-7 thru 270A-12.1	270A-7 thru 270A-12.1
<input type="checkbox"/>	271-20.1 thru 271-23	271-21 thru 271-24.1
<input type="checkbox"/>	271-57 thru 271-60.3	271-57 thru 271-60.3
<input type="checkbox"/>	280-15 thru 280-19	280-15 thru 280-19
<input type="checkbox"/>	280-79	280-79 thru 280-80.1
<input type="checkbox"/>	280-88.1 thru 280-88.3	280-88.1 thru 280-88.3
<input type="checkbox"/>	282-6.1 thru 282-10.1	282-7 thru 282-10.1
<input type="checkbox"/>	282-49 thru 282-50.1	282-49 thru 282-50.1
<input type="checkbox"/>	282-159	282-159 thru 282-160.3
<input type="checkbox"/>	283-33 thru 283-38.1	283-33 thru 283-38.1
<input type="checkbox"/>	285-46.1 thru 285-46.11	285-46.1 thru 285-46.11

Check *Remove Old*
As *Pages Numbered*
Done

Insert New
Pages Numbered

VOLUME 19

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	291-23 thru 291-30.3	291-23 thru 291-30.7
<input type="checkbox"/>	291-59 thru 291-62.1	291-59 thru 291-62.1
<input type="checkbox"/>	292-5 thru 292-8.1	292-5 thru 292-8.1
<input type="checkbox"/>	293-6.1 thru 293-18.5	293-7 thru 293-18.5
<input type="checkbox"/>	293-33 thru 293-38.1	293-33 thru 293-38.1
<input type="checkbox"/>	293-55 thru 293-60.1	293-55 thru 293-60.1
<input type="checkbox"/>	293-80.1 thru 293-80.5	293-80.1 thru 293-80.7
<input type="checkbox"/>	293-106.1 thru 293-106.10(1)	293-106.1 thru 293-106.10(1)
<input type="checkbox"/>	300-25 thru 300-27	300-25 thru 300-27
<input type="checkbox"/>	300-69	300-69 thru 300-70.1
<input type="checkbox"/>	311-14.1 thru 311-22.1.	311-15 thru 311-21

VOLUME 20

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	320-42.1 thru 320-50.1	320-43 thru 320-50.1
<input type="checkbox"/>	320-64.7 thru 320-64.8(1)	320-64.7 thru 320-64.8(1)
<input type="checkbox"/>	320-64.17 thru 320-64.19	320-64.17 thru 320-64.19
<input type="checkbox"/>	321-19 thru 321-22.5	321-19 thru 321-22.5
<input type="checkbox"/>	321-81 thru 321-83	321-81 thru 321-84.1
<input type="checkbox"/>	321-93 thru 321-104.1	321-93 thru 321-104.2(1)
<input type="checkbox"/>	321-141	321-141
<input type="checkbox"/>	322-23 thru 322-29	322-23 thru 322-30.1
<input type="checkbox"/>	331-27 thru 331-30.3	331-27 thru 331-30.3
<input type="checkbox"/>	332-7 thru 332-14.1	332-7 thru 332-14.1
<input type="checkbox"/>	333-49 thru 333-62.1	333-49 thru 333-61
<input type="checkbox"/>	336-14.1 thru 336-34.1	336-15 thru 336-33
<input type="checkbox"/>	336-44.1 thru 336-45	336-45 thru 336-46.1

VOLUME 21

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	340-11 thru 340-31	340-11 thru 340-32.1
<input type="checkbox"/>	340-57 thru 340-58.1	340-57 thru 340-58.1
<input type="checkbox"/>	340-69 thru 340-84.13	340-69 thru 340-84.15
<input type="checkbox"/>	340-99 thru 340-111	340-99 thru 340-112.1
<input type="checkbox"/>	341-11 thru 341-27	341-11 thru 341-28.1

Check As Done	<i>Remove Old <u>Pages Numbered</u></i>	<i>Insert New <u>Pages Numbered</u></i>
<input type="checkbox"/>	341-40.13 thru 341-54.1	341-41 thru 341-47
<input type="checkbox"/>	341-70.1 thru 341-71	341-71 thru 341-72.3
<input type="checkbox"/>	344-71 thru 344-73	344-71 thru 344-73

VOLUME 22

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	363-6.1 thru 363-14.1	363-7 thru 363-14.1
<input type="checkbox"/>	363-112.1 thru 363-117	363-113 thru 363-117
<input type="checkbox"/>	364-11 thru 364-13	364-11 thru 364-14.1
<input type="checkbox"/>	370-5 thru 370-14.1	370-5 thru 370-14.1
<input type="checkbox"/>	370-38.1 thru 370-41	370-39 thru 370-42.1
<input type="checkbox"/>	371-6.1 thru 371-13	371-7 thru 371-14.1
<input type="checkbox"/>	371-23 thru 371-24.1	371-23 thru 371-24.1

VOLUME 23

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	372-67 thru 372-77	372-67 thru 372-78.1

VOLUME 24

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	391-3.	391-3
<input type="checkbox"/>	391-47	391-47
<input type="checkbox"/>	393-39 thru 393-41	393-39 thru 393-41
<input type="checkbox"/>	394-15 thru 394-16.1	394-15 thru 394-16.1
<input type="checkbox"/>	394-31 thru 394-51	394-31 thru 394-47
<input type="checkbox"/>	400-3 thru 400-7	400-3 thru 400-8.1
<input type="checkbox"/>	400-55 thru 400-63	400-55 thru 400-61
<input type="checkbox"/>	400-73 thru 400-79	400-73 thru 400-77
<input type="checkbox"/>	400-117 thru 400-119	400-117 thru 400-119
<input type="checkbox"/>	400-129 thru 400-135	400-129 thru 400-133

VOLUME 25

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	420-3.	420-3
<input type="checkbox"/>	421-9 thru 421-11	421-9 thru 421-11

Check As Done	<i><u>Remove Old Pages Numbered</u></i>	<i><u>Insert New Pages Numbered</u></i>
<input type="checkbox"/>	421-21	421-21
<input type="checkbox"/>	423-3.	423-3 thru 423-4.1
<input type="checkbox"/>	423-13 thru 423-19	423-13 thru 423-20.1
<input type="checkbox"/>	423-45 thru 423-51	423-45 thru 423-51
<input type="checkbox"/>	424-12.1 thru 424-15	424-13 thru 424-16.1
<input type="checkbox"/>	424-28.1 thru 424-33	424-29 thru 424-35

VOLUME 26

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	I-301 thru I-475.	I-301 thru I-476.3
<input type="checkbox"/>	I-581 thru I-679.	I-581 thru I-680.1
<input type="checkbox"/>	I-811 thru I-933.	I-811 thru I-934.11

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