RECENT DEVELOPMENTS IN LENDER LIABILITY

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I. INTRODUCTION

Bad economic times lead to desperate borrowers. As we navigate through troubled times, it is helpful to revisit the laws relating to lender liability and other issues related to foreclosure. From a lender liability standpoint, Louisiana law provides favorable protections for banks. Additionally, as we likely enter a period of increased foreclosures, a review of some of the issues which are certain to be litigated is timely.

II. WRITTEN CREDIT AGREEMENTS

In order to maintain an action against a creditor, La. R.S. 6:1122 *et seq*. (*see*, Appendix 1 for text) a borrower must allege the breach of a credit agreement which is in writing, contains express consideration, sets forth the relevant terms and conditions, and is signed by the creditor and the debtor. The case law has developed a strict interpretation of this statute in favor of lenders – an understandable position considering its purpose was to bring certainty to contractual obligations in an era of frequent "lender liability" claims. In fact, it appears all claims against a lender are barred unless set forth in a written credit agreement.

A. Louisiana Supreme Court Precedent

The Louisiana Supreme Court first considered La. R.S. 6:1122 in *Whitney National Bank v. Rockwell*, 94-3049 (La. 10/16/95) 661 So2d 1325. In *Rockwell*, the defendant argued that the lender breached its verbal agreement to accept interest-only payments for a period of time and then to grant a term for repayment. The bank argued that defendant's claims were based solely upon an alleged unwritten agreement and under

6:1122 this was not sufficient for the defendant to maintain his action. The court looked to the legislative purpose of statute, which is to bring certainty to contractual obligations of financial institutions. The court determined there was a written credit agreement in place which contained repayment terms contrary to the verbal agreement alleged by Mr. Rockwell. Finding that the situation was exactly what the statute contemplated, the Court rejected Mr. Rockwell's claims.

However, the court mentioned in a footnote that "[W]e decline to adopt a blanket rule, as the Second Circuit recently did [in Fleming] in holding that the credit agreement statute precludes all actions for damages arising from oral credit agreements, regardless of the theory of recovery asserted." *See*, 661 So2d 1335, F.N.6. This footnote resulted in confusion in the lower courts until the Supreme Court had the opportunity to revisit the issue.[1]

This opportunity presented itself in *Jesco Construction Corp. v. Nationsbank Corp.*, 2002-0057 (La. 10/25/02) 830 So.2d 989, via a certified question from the United States Court of Appeals, Fifth Circuit. Jesco sought a loan from the defendant to finance an acquisition. The lender allegedly made a number of oral representations to Jesco, including that the loan was a "done deal." Eventually, the lender did not make the loan to Jesco. Jesco filed suit asserting numerous causes of action, including breach of contract, detrimental reliance, negligent misrepresentation, unfair trade practices, breach of the duty of good faith and fair dealing, promissory and equitable estoppel, and breach of

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[1] *See*, *Fleming Irrigation, Inc. v. Pioneer Bank & Trust Co.*, 27,262 (La. App. 2 Cir. 8/23/95), 660 So.2d 147, *Guzzardo-Knight v. Central Progressive Bank*, 99-1449 (La. App. 1 Cir., 06/23/00) 762 So2d 1243 (both holding that <u>all causes of action</u> based on an agreement to lend money that do not comply with the statute are barred, *regardless of the legal theory asserted*). But see, *Diamond Services v. Benoit*, 99-765 (La App. 3 Cir. 1999) 757 So2d 23 (over-ruled on other grounds) (allowing a claim for fraud to proceed to trial even in the absence of a written credit agreement).

fiduciary duty. The outcome hinged on the meaning of the word "action" under 6:1122. *Id*. at 992. Pointing out that all actions arising out of the same transaction or occurrence must be brought together or be barred, that court held "all actions (or causes of action or theories of recovery) based upon an oral agreement to lend money are barred by the La.Rev.Stat. 6:1122." At the core of each theory of recovery was the failure of the bank to lend based upon an alleged oral credit agreement. Allowing actions other than breach of contract enables a debtor to skirt the Credit Agreement Statute. As such, each and every cause of action was barred.

The next opportunity to further expand on which causes of action the Credit Agreement Statute barred came in *King v. Parish Nat'l Bank*, 2004-0337 (La. 10/19/04) 885 So.2d 540. The debtor alleged an employee of the bank assured him his loan consolidation would not impair his financial and personal welfare as long as he remained current. When his loan matured three years later, the bank required appraisals before renewing the credit facility. According to the appraisals, the bank was under-secured, therefore, the loan was not renewed. The debtor then sued the bank, various employees of the bank, the appraiser and the parties' insurers. The causes of action included tort, breach of quasi-contractual obligations, error, fraud, and duress. At issue was "whether the prohibition against enforcement of actions on oral credit agreements… applies to causes of action for bad faith when such actions are based on oral assurances and previous dealings relating to a loan consolidation and subsequent renegotiation." *Id*. at 542.

The debtor argued his bad faith claim for impairing his financial position was outside the parameters of the Credit Agreement Statute because the claim was based on actions occurring during the loan renogtiation, and not the making of the promissory note. The Court found this was in effect an agreement to make financial accommodations - an agreement covered by 6:1122. Since there was no writing evidencing the lender's agreement, debtor's claims of bad faith based on oral assertions were precluded.

The debtor also asserted bad faith claims against the lender for requiring appraisals. Essentially, he was asserting an implied agreement with the bank not to require appraisals (because the bank did not require them when making previous loans). Such an agreement is "expressly precluded by La. R.S. 6:1123(B) and is not enforceable without a written agreement." *Id*. at 548.

The court also extended the protections of the Credit Agreement Statute to preclude actions against employees of a creditor. This protection did not extend to the borrower's claims against the appraiser, as those did not implicate any alleged credit agreement with a lender.

B. United States Fifth Circuit Case Law

On two occasions the Fifth Circuit determined the applicability of the Credit Agreement Statute. *Epco Carbon Dioxide Products, Inc. v. JPMorgan Chase Bank, NA*, 467 F.3d 466 (5th Cir. 2006) involved an action by a borrower against the bank for its alleged failure to comply with the terms of a restructuring agreement. The borrower sought specific performance of Chase's obligations under the alleged restructuring agreement, damages and an injunction. Chase moved to dismiss Epco's claims for its failure to allege the agreement was in writing and signed by both parties as required by La. R.S. 6:1122. The Court confirmed that any claims of Epco must be based on a written credit agreement signed by both parties. While affirming the effect of the credit agreement statute, the Fifth Circuit remanded the case to determine if the Uniform

Electronic Transactions Act allowed Epco to prove the existence of a written credit agreement. *See*, *Epco Carbon Dioxide Products, Inc. v. JPMorgan Chase Bank, NA*, 2007 WL 1347785 (W.D.La.), for discussion of the Uniform Electronic Tranactions Act, p.5.

The Fifth Circuit again examined the effect of the Credit Agreement Statute in *Keenan v. Donaldson, Lufkin & Jenrette, Inc.*, 529 F.3d 569 (5^{th} Cir. 2008). Keenan was a board member, officer and largest shareholder of Independent Energy ("IE"). IE engaged a number of Donaldson, Lufkin & Jenrette ("DLJ") entities to perform services, including as financial advisors, investment bankers, equity brokers, and underwriters. Only one defendant loaned money to IE. With IE experiencing cash flow problems, the defendants orally agreed with Keenan to waive technical defaults and increase the credit facility if Keenan loaned money to IE. Keenan then loaned £6,600,000 to IE. The defendants waived the technical default, but refused extend any additional credit.

Keenan filed suit against the lending entity and all other DLJ entities engaged by IE. His causes of action included promissory estoppel, detrimental reliance, fraud, negligent misrepresentation, and breach of fiduciary duty. The DLJ entities moved to dismiss Keenan's claims and the trial court granted the motion based on the La. Credit Agreement Statute. If the statute applied, Keenan's claims were barred because there was no written credit agreement.

Only one DLJ entity extended credit to IE; therefore, only one could potentially satisfy the definition of "creditor" under the statute. All other defendants were not entitled to the protections of the Credit Agreement Statute regardless of its application to Keenan. But, does that statute define Keenan as a "debtor?" Keenan was not a borrower in any sense, no DLJ company extended credit to him. Keenan was, in fact, a competing creditor of IE. The Credit Agreement Statute was enacted to prevent borrowers from bringing claims against lenders based on oral agreements. To bar Keenan's claims would be inconsistent with the purpose of the statute. "The situation of two lenders entering an accommodation as to a third-party borrower is beyond the purposes of the statute controlling debtors and creditors." 529 F.3d at 578.

C. Greene v. Gulf Coast Bank

The Supreme Court addressed a lender's duty to disclose the financial condition of a borrower to a majority stockholder in *Greene v. Gulf Coast Bank*, 593 So.2d 630 (La. 1992).[2] Greene invested in Industrial and Oilfield Rentals, Inc. ("I.O.R.") after being introduced to its president by an employee of Gulf Coast Bank. At the time Greene purchased an interest in I.O.R., it had repeatedly sought extensions and forbearances from Gulf Coast. Green both endorsed the I.O.R. note and guaranteed the indebtedness.

Upon I.O.R. filing for bankruptcy protection, Greene sued Gulf Coast for declaratory judgment declaring his guaranty null claiming the bank knowingly withheld information about I.O.R.'s loan repayment history and the sufficiency of other collateral. Based on the Greene's prior business experience and educational background, as well as representations of Greene's business partner, Gulf Coast did not have a duty to disclose information to Greene. Further, as compared to Greene, the bank had no superior financial information about I.O.R. Greene's claims were dismissed.

III. UNIFORM ELECTRONIC TRANSACTIONS ACT

Louisiana has adopted the Uniform Electronic Transactions Act at La. R.S. 9:2601 *et seq*. Upon the agreement of the parties to conduct transactions by electronic

[2] Greene filed suit before the enactment of La. R.S. 6:1122.

means, the act allows the electronic signature of a party to satisfy the signature requirement for most legal documents. In *Epco*, discussed above at page 4, the debtor alleged that a written credit agreement which met the requirements of the Credit Agreement Statute existed pursuant to the terms of the Uniform Electronic Transactions Act. The Fifth Circuit remanded that matter based on Epco's allegations that the parties contracted electronically. This allegation did add one additional element to Epco's burden of proof – showing that the parties agreed to conduct transactions by electronic means.

The alleged electronic agreement was an email sent by an officer of the bank to the debtor. This offer was rejected by Epco. Over two months later, an Epco employee replied to the email in an attempt to accept the offer. The District Court, on remand, found that, while Chase and Epco negotiated through email (as well as phone and letter), all such negotiations had been memorialized by written agreements signed by both parties. Further, there was no express agreement to contract electronically. In fact, the email in question specifically stated that the proposal was subject to written documentation. As such, Epco could not prove the parties agreed to contract electronically; therefore, the Uniform Electronic Transactions Act did not apply. *Epco Carbon Dioxide Products, Inc. v. JPMorgan Chase Bank, NA*, 2007 WL 1347785 (W.D.La.).

Given the frequency and number of emails often traded by lenders and borrowers (whether in the origination or workout process), potential exposure from this Act should be considered at all stages of the lending relationship, including initial discussions and any subsequent work-out negotiations. A lender can avoid this pitfall by expressly disclaiming the Uniform Electronic Transactions Act, or by simply noting that any offer via email must be further memorialized in writing.

IV. EXECUTORY PROCESS CONSIDERATIONS

The general provisions governing the use of executory process are contained in La. C.C.P. art. 2631 et seq. Given the current economic news, it is appropriate to review some selected defenses a delinquent debtor may assert.

A. <u>Transfer of Note by Authentic Act</u>

La. C.C.P. art. 2635 states:

> A. In order for a plaintiff to prove his right to use executory process to enforce the mortgage, security agreement, or privilege, it is necessary only for the plaintiff to submit with his petition authentic evidence of:
>
> (1) The note, bond, or other instrument evidencing the obligation secured by the mortgage, security agreement, or privilege.
>
> (2) The authentic act of mortgage or privilege on immovable property importing a confession of judgment.
>
> (3) The act of mortgage or privilege on movable property importing a confession of judgment whether by authentic act or by private signature duly acknowledged.
>
> B. This requirement of authentic evidence is necessary only in those cases, and to the extent, provided by law. A variance between the recitals of the note and of the mortgage or security agreement regarding the obligation to pay attorney's fees shall not preclude the use of executory process.

Note that (A)(2) specifically mentions "the authentic act of mortgage…" Courts have been inconsistent on the requirements of a transfer of a note.

In *American Security Bank of Ville Platte v. Deville*, 368 So.2d 167 (La. App. 3 Cir. 1979), the Court enjoined the use of executory process because the ***<u>assignment</u>*** of the promissory note was not "authentic." This conclusion was based on the language of La. C.C. P. art 2635, which requires "authentic evidence" of the note. The Court rejected the argument that the endorsement in blank converted the note into bearer paper and that authentic evidence of the transfer of a bearer note is not necessary for executory process. Such an argument failed to distinguish between a note which began as order paper and one that began as bearer paper.

It has been held that an authentic act of transfer of a bearer note is not required to use executory process. *Terrebonne Bank & Trust Co. v. Smith*, 415 So.2d 414 (La. App. 1 Cir. 1982).

Given the case law holding that a transfer of a note must be by authentic act, any lawyer involved in the process (whether at the time of transfer or at the time of filing a petition for executory process) should recommend that the note be both endorsed on its face and assigned by a separate authentic act. This is a simple formality not worth the risk of a debtor challenging an executory proceeding.

B. Stay of Sale due to Arbitration Clause

In *Ellis Construction, Inc. v. Vieux Carre Resort Properties, L.L.C.*, 2005-1109 (La. App. 4 Cir. 6/7/06) 934 So.2d 206, the mortgagee filed a petition for executory process, which the court granted. Thereafter, the mortgagor filed a petition for preliminary injunction seeking to stay the executory process suit, relying on the arbitration clause of an ancillary contract. The Court recognized that an arbitration clause is not one of grounds upon which an injunction may be issued pursuant to La. C.C.P. art 2751. The Court, however, relied on La. R.S. 9:4202 for the proposition that an arbitration clause applies to any suit or proceeding and affirmed the issuance of an injunction.

Many banks have chosen to insert arbitration clauses in their loan documents and borrowers may attempt to use *Ellis Construction* as a basis to delay foreclosure. This case may be distinguished from a typical bank loan because the mortgage at issue secured the payment of amounts due under a construction contract. The construction contract contained the arbitration clause. The amount owed to the contractor was in dispute.

C. Concurrent Proceedings

In *Marshall Investments Corp. v. Carbone Properties of Audubon, LLC*, 2007-1505 (La. App. 4 Cir. 12/5/07) 973 So.2d 816, the lender first filed suit against the guarantors in federal court. The borrower intervened in that suit, forcing the lender to answer and assert its compulsory counterclaim on the note at issue. Thereafter, the lender filed a petition for executory process in state court. After the order for executory process was issued, the borrower filed its petition to arrest seizure and sale, claiming the lender had waived its right to executory process by counterclaiming in the federal suit. The Court found the lenders counterclaim to be involuntary under Fed. R. Civ. P. 13, and therefore not a waiver of its right to use executory process.

D. Executory Process in Federal Court

Foreclosure by executory process in federal court is often taken for granted. But, some federal courts may be unwilling to allow the use of this procedure, particularly when the allotted judge is unfamiliar with the Louisiana process. The case law on this issue is not decisive, partly because most lenders, rather than waiting for an appeal, simply re-file their cause in state court.

There are a number of cases which have denied a creditor the right to proceed by executory process. *Gillson v. Vendome Petroleum Corp.*, 35 F. Supp. 815 (D.C. La. 1940) recalled an order of executory process because the procedure was not authorized by the Federal Rules of Civil Procedure. Using the Federal Rules as a bar to an executory proceeding was the basis for the holding in *Bancboston Mortgage Corp. v. Marvin*

Larverne Wilson, et al., 1988 WL 76229 (E.D.La.) and *F.D.I.C. v. Saxena*, 1994 WL 202364 (E.D.La.).

Notwithstanding these discussions, when diversity jurisdiction exists, executory process has been in use in the Federal District Courts for well over a century. *Fleitas v. Richardson*, 147 U.S. 538 (1893); *W.G. Coyle & Co. v. Stern*, 193 F. 582 (5th Cir. 1912); *Rogers v. Moore*, 85 F. 920 (5th Cir. 1898). An order directing the Clerk to issue a writ of seizure and sale in an executory process suit is issued immediately upon filing suit and is typically the only action a court takes, thus, it is not often the subject of reported decisions.

Courts often struggle with the threshold question of whether the Federal Rules of Civil Procedure limit the statutory jurisdiction of this Court. The Fifth Circuit has confirmed the jurisdiction of federal district courts to hear proceedings authorized under state law but which *do not* comply with the Federal Rules of Civil Procedure. *Weems v. McCloud*, 619 F.2d 1081 (5th Cir. 1980). *Weems* involved a challenge to use of a Georgia statutorily created procedure for the confirmation of a non-judicial sale in federal court. Under the Georgia statute, once the sale occurs the buyer may bring a summary proceeding to confirm title. *Id*. at 1084-5. The debtor is only given a five-day notice of the confirmation hearing; however, failure to notify the debtor does not nullify the confirmation, rather it prevents a deficiency action. *Id*. Further, under this procedure the debtor may only raise certain defenses as allowed by statute. *Id*. at 1086. The Fifth Circuit concluded that, notwithstanding there being no counterpart in the Federal Rules, the action was a "suit at common law or in equity" and that the court did have jurisdiction over the action. *Id*. 1087-90. In determining how the district court should proceed in exercising its jurisdiction, the Fifth Circuit held that the procedural rules established by Georgia law must be followed by the federal courts, not those set forth in the Federal Rules of Civil Procedure. *Id.* The Fifth Circuit stated:

> On the other hand, the instant case involves a determination of whether the Federal Rules of Civil Procedure can be applied in a limited fashion in order to conform to the necessities of a special proceeding, created by a statute which specifies the issues to be litigated and the procedure to be followed. We have discussed cases which have applied the Rules in limited fashion in order to conform to special statutory proceedings created by federal law, and we now extend the reasoning of those cases to similarly limit the application of the Rules in the context of a state-created special statutory proceeding. Id. at 1097.

Weems expressly allows special summary proceedings, a procedure remarkably similar to executory process, to proceed under the diversity jurisdiction granted to federal courts.[3]

As recently as 2003, the Fifth Circuit has affirmed the denial of a "preliminary injunction to arrest executory process proceeding" thereby allowing executory process to proceed in Federal District Court. *Asset One v. Vulcan*, 66 Fed.Appx 524 (Table) (5th Cir. 2003). In *Asset One*, the plaintiff sought to foreclose "via Louisiana's executory process statutes, certain oil and gas interests owned by Vulcan and located in federal waters off the coast of Plaquemines Parish." *Asset One v. Vulcan*, 2002 WL 1303118 (E.D. La.). A review of the record in that case indicates the complaint was filed on March 13, 2002, and the Judge in that matter signed the order for seizure and sale that very same day. *See* Eastern District of Louisiana Case # 2:02-cv-0751, Rec. Doc. No's. 1 and 3. Thereafter, the defendant attempted to stop the sale by seeking an injunction. The Fifth Circuit's affirmation of the District Court's order denying the injunction is an implicit

[3] The Middle Distict of Louisiana applied *Weems* to allow for a summary proceeding under the Louisiana Wage Penalty Statute. *McDowell v. Perkinelmer Las, Inc.*, 369 F.Supp.2d 839 (M.D. La. 2005).

confirmation of the authority of a District Court, when diversity jurisdiction is present, to issue a writ of seizure and sale in an executory proceeding.

Other District Court cases confirm the authority of a Federal Court to issue a writ of seizure and sale in an executory proceeding. The District Court for the Western District of Louisiana employed executory process when it ordered the issuance of a writ of seizure and sale in *Bailey v. Metro Federal Savings and Loan Association of Lake Charles*, 642 F. Supp. 616 (W.D. La. 1986), and ordered the property to be sold by the United States Marshal. These cases are just a sampling of the many cases which have proceeded by executory process in the Federal Courts of Louisiana.

In a recent case from the Eastern District, Judge Lemmon confirmed the ability of a federal court to handle an executory proceeding. *Textron Financial Corp. v. Hill City Oil Co., Inc.*, 06-3547 (E.D. La. 7/17/06). The plaintiff filed an action to foreclose via executory process. On the same day, the court issued an "Order of Executory Process and for Appointment of Keeper." Defendant Hill City filed a motion to amend or alter judgment, contending that the federal court had no authority to hear a case by executory process. The Court denied Hill City's motion, finding an executory proceeding could proceed in federal court where diversity is present. The decision was based entirely on the fact that Hill City waived any procedural rights and/or defects under the Federal Rules of Civil Procedure by executing a confession of judgment.

> The Federal Rules provide that a civil action is commenced by the filing of a complaint, and thereafter the issuance of a summons and the defendant's having twenty days to answer the complaint. In executory proceedings, these requirements are waived in the confession of judgment, which permits the creditor to obtain judicial seizure and sale of the property without taking these steps. Unlike ordinary proceedings, no filing of a complaint or the ability to answer are involved. By confessing judgment and agreeing to executory proceedings, the debtor thereby

> waived the right to the requirement of an ordinary proceeding, including citation, service, and the delay for answering. Therefore, there is no impediment to the issuance of a writ of seizure and sale in federal court because the requirements of ordinary process are waived in the confession of judgment. *Textron*, Rec. Doc. 15.

While, in this author's opinion, federal courts can entertain an executory proceeding, there are judges unwilling to allow this process to move forward in their court. There is some support for this position in the case law, although they provide little meaningful analysis of the issue. Before filing an executory proceeding in federal court, an attorney should explain the potential risks to the client.

V. COMPENSATION/SETOFF OF UNLIQUIDATED CLAIM

A debtor's may not setoff against amounts due his creditor any unliquidated claims. The Supreme Court conclusively denied a debtor this option in *American Bank v. Saxena*, 553 So.2d 836 (La. 1989). In *Saxena*, the bank sued the debtor on a number of promissory notes. The debtor reconvened for what are essentially lender liability claims. Liquidated claims of the lender arising from the promissory notes were proper for summary judgment because the borrower could not show an issue of fact concerning liability on the notes. With regard to setoff, "a claim is liquidated when the debt is for an amount capable of ascertainment by mere calculation in accordance with accepted legal standards. *Id*. at 844 (citations omitted). The debtor has the burden of proof to show the applicability of compensation. Since the bank denied Saxena's claims, the lender liability claim was unliquidated and setoff was inappropriate.

APPENDIX 1

West's Louisiana Statutes Annotated Currentness
Louisiana Revised Statutes
Title 6. Banks and Banking (Refs & Annos)
➡ Chapter 16. Credit Agreements--Writing Requirements (Refs & Annos)

§ 1121. Definitions

For purposes of this Chapter, the following terms shall have the following meanings:

(1) "Credit agreement" means an agreement to lend or forbear repayment of money or goods or to otherwise extend credit, or make any other financial accommodation.

(2) "Creditor" means a financial institution or any other type of creditor that extends credit or extends a financial accommodation under a credit agreement with a debtor.

(3) "Debtor" means a person or entity that obtains credit or seeks a credit agreement with a creditor or who owes money to a creditor.

(4) "Financial institution" means a bank, savings and loan association, savings banks, or credit union authorized to transact business in this state.

§ 1122. Credit agreements to be in writing

A debtor shall not maintain an action on a credit agreement unless the agreement is in writing, expresses consideration, sets forth the relevant terms and conditions, and is signed by the creditor and the debtor.

§ 1123. Actions not considered agreements

A. The following actions shall not give rise to a claim that a new credit agreement is created, unless the agreement satisfies the requirements of R.S. 6:1122:

(1) The rendering of financial or other advice by a creditor to a debtor.

(2) The consultation by a creditor with a debtor.

(3) The agreement of a creditor to take or not to take certain actions, such as entering into a new credit agreement, forbearing from exercising remedies under a prior credit agreement, or extending installments due under a prior credit agreement.

B. A credit agreement shall not be implied from the relationship, fiduciary, or otherwise, of the creditor and the debtor.

§ 1124. No implied fiduciary obligations

No financial institution or officer or employee thereof shall be deemed or implied to be acting as a fiduciary, or have a fiduciary obligation or responsibility to its customers or to third parties other than shareholders of the institution, unless there is a written agency or trust agreement under which the financial institution specifically agrees to act and perform in the capacity of a fiduciary. The fiduciary responsibility and liability of a financial institution or any officer or employee thereof shall be limited solely to performance under such a contract and shall not extend beyond the scope thereof. Any claim for breach of a fiduciary responsibility of a financial institution or any officer or employee thereof may only be asserted within one year of the first occurrence thereof. This Section is not limited to credit agreements and shall apply to all types of relationships to which a financial institution may be a party.

§§ 1125 to 1127. Repealed by Acts 1981, No. 873, § 4, eff. Oct. 1, 1981

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Titles 4 to 22, 32, 40, 43 to 46, and 52 to 56 of the Revised Statutes, the Civil Code, the Code of Civil Procedure, the Code of Criminal Procedure, the Code of Evidence, and the Children's Code are current through the 2008 Regular Sessions, except for provisions that are effective after December 31, 2008. All other provisions are current through the 2008 Second Extraordinary Session.
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