

Tex. Civ. Prac. & Rem. Code § 15.001

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter A Definitions; General Rules (§§ 15.001 — 15.010)

Sec. 15.001. Definitions.

In this chapter:

(a)“Principal office” means a principal office of the corporation, unincorporated association, or partnership in this state in which the decision makers for the organization within this state conduct the daily affairs of the organization. The mere presence of an agency or representative does not establish a principal office.

(b)“Proper venue” means:

(1)the venue required by the mandatory provisions of Subchapter B or another statute prescribing mandatory venue; or

(2)if Subdivision (1) does not apply, the venue provided by this subchapter or Subchapter C.

History

Enacted by Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 1, effective August 28, 1995.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

1995 Note:

Acts 1995, 74th Leg., ch. 138, § 1 amending Chapter 15, Civil Practice and Remedies Code, applies to “suit commenced on or after September 1, 1995. A suit commenced before September 1, 1995 is governed by the law applicable to the suit immediately before the effective date of this Act [August 28, 1995]. And the law is continued in effect for that purpose.” Acts 1995, 74th Leg., ch. 138, § 11(a).

Case Notes

Administrative Law: Judicial Review: Reviewability: Jurisdiction & Venue

Civil Procedure: Jurisdiction: Personal Jurisdiction & In Rem Actions: In Personam Actions: General Overview

Civil Procedure: Venue

Civil Procedure: Venue: General Overview

Civil Procedure: Venue: Corporations

Civil Procedure: Venue: Forum Non Conveniens

Civil Procedure: Venue: Individual Defendants

Civil Procedure: Venue: Motions to Transfer

Civil Procedure: Venue: Motions to Transfer: General Overview

Civil Procedure: Venue: Motions to Transfer: Choice of Forum

Civil Procedure: Venue: Multiparty Litigation

Civil Procedure: Parties

Civil Procedure: Declaratory Judgment Actions: General Overview

Commercial Law (UCC): Sales (Article 2): Title, Creditors & Good Faith Purchasers: General Overview

Commercial Law (UCC): Secured Transactions (Article 9): Perfection: General Overview

Evidence: Procedural Considerations: Burdens of Proof: General Overview

Family Law: Child Support: Jurisdiction: General Overview

Transportation Law: Carrier Duties & Liabilities: Damages

Administrative Law: Judicial Review: Reviewability: Jurisdiction & Venue

Lobbyist's right to appeal from a decision of the Texas Ethics Commission (TEC) fining him for failure to register accrued on the date he received the TEC's final decision, Tex. Gov't Code Ann. § 571.133(b), and this was the date his residence was to be determined for venue purposes; the lobbyist failed to show that he resided in Denton County as he claimed because his affidavit only stated that he worked there and had unlimited access to his parents' home there during the relevant time. Tex. Ethics Comm'n v. Sullivan, No. 02-15-00103-CV, 2015 Tex. App. LEXIS 11518 (Tex. App. Fort Worth Nov. 5, 2015).

Civil Procedure: Jurisdiction: Personal Jurisdiction & In Rem Actions: In Personam Actions: General Overview

Under the former Tex. Rev. Civ. Stat. Ann. art. 1995, car buyers established that manufacturer was a foreign corporation, which established an agent in the county when it delegated to dealership the task of final inspection and correction of defects. *General Motors Corp. v. Ramsey*, 633 S.W.2d 646, 1982 Tex. App. LEXIS 4319 (Tex. App. Waco Apr. 22, 1982, pet. dismissed w.o.j.), overruled, *Ford Motor Co. v. Miles*, 967 S.W.2d 377, CCH Prod. Liab. Rep. ¶15205, 1998 Tex. LEXIS 45 (Tex. 1998).

Civil Procedure: Venue

Motion to transfer, which alleged mandatory venue in a different county, was properly denied because a provision of a guaranty making it performable in the other county was not a contractual venue selection clause; general venue was thus proper, even if venue also would have been proper in the other county. *Mitchell v. R.D. Tips, Inc.*, No. 13-19-00283-CV, 2020 Tex. App. LEXIS 5971 (Tex. App. Corpus Christi July 30, 2020).

Civil Procedure: Venue: General Overview

Although Tex. Prop. Code Ann. § 115.002 is found outside Tex. Civ. Prac. & Rem. Code Ann. ch. 15, it is still a mandatory venue provision for which mandamus relief is available to enforce the provision. *In re J.P. Morgan Chase Bank, N.A.*, 373 S.W.3d 615, 2012 Tex. App. LEXIS 2815 (Tex. App. San Antonio Apr. 11, 2012, no pet.).

Civil Procedure: Venue: Corporations

Consumers failed to meet their burden to show venue in Dallas County was proper, but the corporation did not meet its burden to show venue was proper in Collin County; because the record did not show that the corporation had a principal office in Collin County, it did not meet its burden to show venue was properly in its chosen county. *Ford Motor Co. v. Johnson*, 473 S.W.3d 925, 2015 Tex. App. LEXIS 9170 (Tex. App. Dallas Aug. 28, 2015), reh'g denied, No. 05-15-00384-CV, 2015 Tex. App. LEXIS 12531 (Tex. App. Dallas Oct. 22, 2015).

In case where the injured child's father brought a negligence suit against the shopping operator and the elevator company after the child was injured on an escalator, the trial court properly transferred venue from the county where the child's father originally filed the action to the county where the accident occurred, because although former Tex. Civ. Prac. & Rem. Code § 15.036, provided that a suit against a corporation could be filed in any county in which the corporation had an "agency" or "representative," the venue facts did not show that the elevator company had any employees at its office which had broad powers to act for the corporation. *Anderson v. Market St. Developers*, 944 S.W.2d 776, 1997 Tex. App. LEXIS 2387 (Tex. App. Eastland May 1, 1997, writ denied).

Where obligors signed promissory notes in favor of a bank and gave surety bonds to guarantee payment of the notes, and the out-of-state insurer notified the bank that it held the surety bonds to be invalid, the bank had the right to file a declaratory judgment action against the insurer in the county where the salaried representative of the insurer had a residence. *Great American Ins. Co. v. Sharpstown State Bank*, 422 S.W.2d 787, 1967 Tex. App. LEXIS 2575 (Tex. Civ. App. Austin Dec. 20, 1967, pet. dismissed w.o.j.).

Venue was improper in the county where a subcontractor sued a general contractor for breach of contract because there was no evidence that the general contractor had a principal office in the county and no probative evidence that acts or omissions giving rise to the subcontractor's claim occurred in the county. Remand was necessary because there was no evidence that the general contractor had a principal office in the county in which it sought to transfer the suit even though it had a registered office for service of process in the county. *Ken-Do Contr., L.P. v. F.A. Brown's Constr., L.L.C.*, No. 05-16-00373-CV, 2017 Tex. App. LEXIS 7434 (Tex. App. Dallas Aug. 7, 2017).

Trial court erred in denying appellant aviation company's motion to transfer venue of appellees' negligence and wrongful death suit against appellant from Rusk County, Texas, to Smith County, Texas, where the plane crash at issue had occurred, because Rusk County was not established as a proper venue, as appellees did not make a prima facie showing that appellant had a principal office in Rusk County; the evidence showed appellant's Gregg County office was appellant's physical location, as it housed all work-related equipment and files for the company and was the only place where customers met with company employees, and nothing demonstrated appellant's registered agent conducted the daily affairs of appellant at his Rusk County lake house. *Flare Air, L.L.C. v. Burton*, No. 06-18-00097-CV, 2019 Tex. App. LEXIS 151 (Tex. App. Texarkana Jan. 11, 2019).

Civil Procedure: Venue: Forum Non Conveniens

In an action by a bank for declaratory relief alleging that a buyer did not properly record a boat under Tex. Parks and Wild. Code Ann. § 31.045 et seq., the buyer's claim that venue was properly in another county because the bank brought the action to have the matter heard in a more favorable forum and the case was properly in the county where the property was seized was overruled; venue was permissible in the county where the transaction occurred, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.001. *Pierce v. First Nat'l Bank*, 899 S.W.2d 365, 1995 Tex. App. LEXIS 947 (Tex. App. Houston 14th Dist. May 4, 1995, no writ).

Civil Procedure: Venue: Individual Defendants

Lobbyist's right to appeal from a decision of the Texas Ethics Commission (TEC) fining him for failure to register accrued on the date he received the TEC's final decision, Tex. Gov't Code Ann. § 571.133(b), and this was the date his residence was to be determined for venue purposes; the lobbyist failed to show that he resided in Denton County as he claimed because his affidavit only stated that he worked there and had unlimited access to his parents' home there during the relevant time. *Tex. Ethics Comm'n v. Sullivan*, No. 02-15-00103-CV, 2015 Tex. App. LEXIS 11518 (Tex. App. Fort Worth Nov. 5, 2015).

In suit for breach of contract by medical service company against doctor, where record did not indicate doctor's residence or where the cause of action accrued, the record did not affirmatively demonstrate that venue was improper, pursuant to Tex. Civ. Prac. & Rem. Code Ann. 15.001 even though doctor's place of business was located in another county, so the district court did not reversibly err in granting medical service company a default judgment. *Jackson v. Biotronics, Inc.*, 937 S.W.2d 38, 1996 Tex. App. LEXIS 5373 (Tex. App. Houston 14th Dist. Dec. 5, 1996, no writ).

Trial court properly overruled defendant company president's motion to transfer venue from Dallas County to Jefferson County in a declaratory judgment action regarding an option in a merger agreement; it was undisputed that the company president resided in Jefferson County and that the tender under the option provision had occurred in Jefferson County, but it was also undisputed that the agreement had been executed in Dallas County; in a suit based on a contract, venue could be maintained in the county where the agreement had been made. *Procter v. Foxmeyer Drug Co.*, 884 S.W.2d 853, 1994 Tex. App. LEXIS 2502 (Tex. App. Dallas Aug. 31, 1994, no writ).

Appellee's action, as pleaded, was primarily for the construction of a will and not for the recovery of land or to quiet title to land. Whether or not the estate was largely composed of real property in Calhoun County was speculative, and venue was improper in Calhoun County under the general rule in Tex. Civ. Prac. & Rem. Code Ann. § 15.001. *Stiba v. Bowers*, 756 S.W.2d 835, 1988 Tex. App. LEXIS 2222 (Tex. App. Corpus Christi Aug. 31, 1988, no writ).

Store's plea of privilege to be sued in the county of its domicile, under the former Tex. Rev. Civ. Stat. Ann. art. 1995(9a), should have been granted because the injured party's affidavit failed to establish all the elements of the negligence exception. *H. E. Butt Grocery Co. v. Reyna*, 632 S.W.2d 890, 1982 Tex. App. LEXIS 4404 (Tex. App. Corpus Christi Apr. 22, 1982, no writ).

Plea of privilege should have been overruled where venue was properly maintainable under the former Tex. Rev. Civ. Stat. Ann. art. 1995 in contractor's action for breach of contract. *Wade & Sons, Inc. v. Waco Constr., Inc.*, 612 S.W.2d 261, 1981 Tex. App. LEXIS 3268 (Tex. Civ. App. San Antonio Feb. 11, 1981, no writ).

In a venue action, filed pursuant to the former Tex. Rev. Civ. Stat. Ann. art. 1995, § 29, plea of privilege was properly overruled where the evidence supported the implied finding that newspaper acted with actual malice in naming sheriff as being involved in a murder. *Foster v. Upchurch*, 613 S.W.2d 22, 1981 Tex. App. LEXIS 3282 (Tex. Civ. App. El Paso Feb. 11, 1981, writ ref'd n.r.e.), writ granted No. C-309 (Tex. 1981), rev'd, 624 S.W.2d 564, 7 Media L. Rep. (BNA) 2533, 1981 Tex. LEXIS 383 (Tex. 1981).

Under the former Tex. Rev. Civ. Stat. Ann. art. 1995, § 7, it was error for the trial court to grant a plea of privilege and transfer venue to the defendant's county of residence because an action for fraud must be maintained in the county in which the fraud occurred. *Ballard v. Rothwell*, 610 S.W.2d 567, 1980 Tex. App. LEXIS 4273 (Tex. Civ. App. Waco Dec. 31, 1980, pet. dismiss'd w.o.j.).

Denial of store owner's plea of privilege based on the former Tex. Rev. Civ. Stat. Ann. art. 1995, § 9a was proper where there was some evidence that owner knew of the dangerous condition, ice on the floor. *Kimbell, Inc. v. Hernandez*, 572 S.W.2d 784, 1978 Tex. App. LEXIS 3784 (Tex. Civ. App. El Paso Oct. 11, 1978, no writ).

Civil Procedure: Venue: Motions to Transfer

Trial court erred in denying appellant aviation company's motion to transfer venue of appellees' negligence and wrongful death suit against appellant from Rusk County, Texas, to Smith County, Texas, where the plane crash at issue had occurred, because Rusk County was not established as a proper venue, as appellees did not make a prima facie showing that appellant had a principal office in Rusk County; the evidence showed appellant's Gregg County office was appellant's physical location, as it housed all work-related equipment and files for the company and was the only place where customers met with company employees, and nothing demonstrated appellant's registered agent conducted the daily affairs of appellant at his Rusk County lake house. *Flare Air, L.L.C. v. Burton*, No. 06-18-00097-CV, 2019 Tex. App. LEXIS 151 (Tex. App. Texarkana Jan. 11, 2019).

Court abused its discretion in denying the motion to transfer venue in the suit under the Jones Act because the documents the seaman submitted did not constitute competent venue evidence as they were not properly authenticated by attachment to or incorporation by reference in proper affidavits, and the employer provided prima facie proof sufficient to support its allegation that venue was mandatory in Harris County. *In re Atl. Sounding Co.*, No. 04-15-00407-CV, 2015 Tex. App. LEXIS 12449 (Tex. App. San Antonio Dec. 9, 2015).

Although the court erred by granting the insurer's motion to transfer venue after the insurer waived the objection, the error was harmless because the property at issue was located in Live Oak County and not Jim Wells County. *Adame v. State Farm Lloyds*, 506 S.W.3d 96, 2016 Tex. App. LEXIS 9736 (Tex. App. Corpus Christi Sept. 1, 2016), reh'g denied, No. 13-15-00357-CV, 2016 Tex. App. LEXIS 13898 (Tex. App. Corpus Christi Oct. 5, 2016).

In plaintiff's suit against an energy company for breach of contract and for an accounting, venue was proper in Harris County, Texas, under the general venue statute, because it was the company's principal place of business; however, when the energy company joined third parties by filing a claim against them for declaratory judgment regarding the apportionment of the royalty interests, the third-party-venue provision became controlling over the general venue statute. The third-party-venue provision honored the general rule that the plaintiff makes the first choice of appropriate venue. *Perryman v. Spartan Tex. Six Capital Partners, Ltd.*, 546 S.W.3d 110, 2018 Tex. LEXIS 350 (Tex. 2018).

Civil Procedure: Venue: Motions to Transfer: General Overview

In a fraud action, the trial court improperly transferred venue to Smith County, Texas, because appellant requested the trial court to transfer venue to the county of her residence, Cass County, Texas; thus, the court had no authority

Tex. Civ. Prac. & Rem. Code § 15.001

to transfer venue to Smith County. *Belford v. Leonhart*, No. 12-14-00057-CV, 2014 Tex. App. LEXIS 9192 (Tex. App. Tyler Aug. 20, 2014).

Pursuant to Tex. R. Civ. P. 87(3)(c), plaintiff's prima facie proof of the venue facts is not subject to rebuttal, cross-examination, impeachment, or disproof; if plaintiff meets the burden of showing prima facie proof, the trial court must maintain the lawsuit in the county in which it is filed unless a mandatory provision applies or unless defendant brings forth conclusive proof to destroy plaintiff's prima facie proof. However, under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.001-15.066 and Tex. R. Civ. P. 87(2)(a), if plaintiff fails in his burden of showing prima facie proof, defendant has the burden of showing that venue is maintainable in the county in which the transfer is sought under either a general, permissive, or mandatory venue rule. *Jaska v. Tex. Dep't of Protective & Regulatory Servs.*, 106 S.W.3d 907, 2003 Tex. App. LEXIS 4620 (Tex. App. Dallas May 30, 2003, no pet.).

Pursuant to Tex. R. Civ. P. 87(3)(c), plaintiff's prima facie proof of the venue facts is not subject to rebuttal, cross-examination, impeachment, or disproof, and if plaintiff meets the burden of showing prima facie proof, the trial court must maintain the lawsuit in the county in which it is filed unless a mandatory provision applies or unless defendant brings forth conclusive proof to destroy plaintiff's prima facie proof. However, under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.001-.066 and Tex. R. Civ. P. 87(2)(a), if plaintiff fails in his burden of showing prima facie proof, defendant has the burden of showing that venue is maintainable in the county in which the transfer is sought under either a general, permissive, or mandatory venue rule. *Jaska v. Tex. Dep't of Protective & Regulatory Servs.*, 106 S.W.3d 907, 2003 Tex. App. LEXIS 4620 (Tex. App. Dallas May 30, 2003, no pet.).

In client's suit for imprisonment of debt against attorney who was seeking payment for services rendered, district court did not err, pursuant to Tex. Civ. Prac. & Rem. Code § 15.001, in denying attorney's motion to transfer venue where part of client's cause of action arose in the forum county, client lived there, and client alleged a violation of a constitutional right under Tex. Const. art. 1-18. 1991 Tex. App. LEXIS 2490.

Civil Procedure: Venue: Motions to Transfer: Choice of Forum

Consumers failed to meet their burden to show venue in Dallas County was proper, but the corporation did not meet its burden to show venue was proper in Collin County; because the record did not show that the corporation had a principal office in Collin County, it did not meet its burden to show venue was properly in its chosen county. *Ford Motor Co. v. Johnson*, 473 S.W.3d 925, 2015 Tex. App. LEXIS 9170 (Tex. App. Dallas Aug. 28, 2015), reh'g denied, No. 05-15-00384-CV, 2015 Tex. App. LEXIS 12531 (Tex. App. Dallas Oct. 22, 2015).

Venue was improper in the county where a subcontractor sued a general contractor for breach of contract because there was no evidence that the general contractor had a principal office in the county and no probative evidence that acts or omissions giving rise to the subcontractor's claim occurred in the county. Remand was necessary because there was no evidence that the general contractor had a principal office in the county in which it sought to transfer the suit even though it had a registered office for service of process in the county. *Ken-Do Contr., L.P. v. F.A. Brown's Constr., L.L.C.*, No. 05-16-00373-CV, 2017 Tex. App. LEXIS 7434 (Tex. App. Dallas Aug. 7, 2017).

Civil Procedure: Venue: Multiparty Litigation

Trial court did not abuse its discretion by denying the motion to transfer venue filed by Galveston County, Texas, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.015, because Tex. Civ. Prac. & Rem. Code Ann. § 15.015 and Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a) applied to different circumstances and when a third-party defendant was involved, Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a) dictated that venue was established by the main action; the only expressed requirement under Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a) was that the third-party claim be "properly joined," which was not contested. *In re County of Galveston*, 211 S.W.3d 879, 2006 Tex. App. LEXIS 10881 (Tex. App. Houston 14th Dist. Dec. 21, 2006, no pet.).

Tex. Civ. Prac. & Rem. Code § 15.001

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.001, venue in a fraud case is proper in the county where the misrepresentations and words are heard by the person defrauded. *Hyman Farm Serv. v. Earth Oil & Gas Co.*, 920 S.W.2d 452, 1996 Tex. App. LEXIS 1283 (Tex. App. Amarillo Mar. 28, 1996, no writ).

In a cause of action to offset two judgments, venue accrues under Tex. Civ. Prac. & Rem. Code Ann. § 15.001 in the county where either of the judgments are rendered, or in the case of a foreign judgment, the county where it is domesticated. *Bonham State Bank v. Beadle*, 907 S.W.2d 465, 1995 Tex. LEXIS 77 (Tex. 1995).

Civil conspiracy action against a realtor was proper in the county where the property was situated because venue lay in any county in which an act in furtherance of the conspiracy took place. *Nix v. Born*, 870 S.W.2d 635, 1994 Tex. App. LEXIS 73 (Tex. App. El Paso Jan. 12, 1994, no writ).

In client's suit for imprisonment of debt against attorney who was seeking payment for services rendered, district court did not err, pursuant to Tex. Civ. Prac. & Rem. Code § 15.001, in denying attorney's motion to transfer venue where part of client's cause of action arose in the forum county, client lived there, and client alleged a violation of a constitutional right under Tex. Const. art. 1-18. 1991 Tex. App. LEXIS 2490.

In a seller's action for breach of a contract to purchase oil, venue was proper in the county of the seller's residence because the contract was formed by telex forms that were exchanged across county lines and there was no good reason to fix on the buyer's forum to the exclusion of the seller's. *Texas City Ref., Inc. v. Conoco, Inc.*, 767 S.W.2d 183, 107 Oil & Gas Rep. 400, 1989 Tex. App. LEXIS 41 (Tex. App. Houston 14th Dist. Jan. 12, 1989, writ denied), disapproved, *Ruiz v. Conoco, Inc.*, 868 S.W.2d 752, 1993 Tex. LEXIS 116 (Tex. 1993).

Suit was permissibly maintainable in county under Tex. Civ. Prac. & Rem. Code Ann. § 15.001 because payment, under the allegation of appellee, was to be made in the county, and that payment was not made. *Krchnak v. Fulton*, 759 S.W.2d 524, 1988 Tex. App. LEXIS 2719 (Tex. App. Amarillo Nov. 1, 1988, writ denied), overruled in part, *Carpenter v. Cimarron Hydrocarbons Corp.*, 98 S.W.3d 682, 2002 Tex. LEXIS 222 (Tex. 2002).

Where a beneficiary of a trust instrument brought a declaratory judgment action to determine certain rights under a clause of the trust agreement against an oil company, and the trial court dismissed the oil company's plea of privilege under Tex. Rev. Civ. Stat. Ann. art. 1995 to be sued only in its county of principal place of business, the dismissal was reversed where the record demonstrated that the beneficiary could not prove any facts in support of venue at hearing, especially when the beneficiary failed to attend the hearing. *Howell Petroleum Corp. v. Kramer*, 647 S.W.2d 723, 1983 Tex. App. LEXIS 3885 (Tex. App. Corpus Christi Jan. 6, 1983, no writ).

Corporation's plea of privilege to be sued in its own county pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.001 should have been granted where the person that claimed injury from a bottle cap did not sufficiently establish that the corporation was the manufacturer of the product which injured plaintiff. *Dr. Pepper Co. v. Crow*, 621 S.W.2d 464, 1981 Tex. App. LEXIS 4051 (Tex. Civ. App. Waco Aug. 28, 1981, no writ).

Though a truck driver suffered personal injuries in doing his work in one county, the appeals court upheld the lower court finding of venue under former Tex. Rev. Civ. Stat. Ann. art. 1995 in the county of injury over the county of residence of the truck driver and his employer. *Christian v. Dishongh*, 449 S.W.2d 823, 1969 Tex. App. LEXIS 2704 (Tex. Civ. App. Houston 14th Dist. Dec. 17, 1969, no writ).

Where plaintiff failed to establish a bone fide cause of action against corporation's agent, thereby defeating venue under former Tex. Rev. Civ. Stat. Ann. art. 1995(29a) (now see Tex. Civ. Prac. & Rem. Code Ann. § 15.001 et seq.), corporation's plea of privilege should have been granted. *Wilson County Peanut Co. v. Hahn*, 364 S.W.2d 468, 1963 Tex. App. LEXIS 1567 (Tex. Civ. App. San Antonio Jan. 16, 1963, no writ).

Civil Procedure: Parties

In plaintiff's suit against an energy company for breach of contract and for an accounting, venue was proper in Harris County, Texas, under the general venue statute, because it was the company's principal place of business;

however, when the energy company joined third parties by filing a claim against them for declaratory judgment regarding the apportionment of the royalty interests, the third-party-venue provision became controlling over the general venue statute. The third-party-venue provision honored the general rule that the plaintiff makes the first choice of appropriate venue. *Perryman v. Spartan Tex. Six Capital Partners, Ltd.*, 546 S.W.3d 110, 2018 Tex. LEXIS 350 (Tex. 2018).

Civil Procedure: Declaratory Judgment Actions: General Overview

Where obligors signed promissory notes in favor of a bank and gave surety bonds to guarantee payment of the notes, and the out-of-state insurer notified the bank that it held the surety bonds to be invalid, the bank had the right to file a declaratory judgment action against the insurer in the county where the salaried representative of the insurer had a residence. *Great American Ins. Co. v. Sharpstown State Bank*, 422 S.W.2d 787, 1967 Tex. App. LEXIS 2575 (Tex. Civ. App. Austin Dec. 20, 1967, pet. dismissed w.o.j.).

Commercial Law (UCC): Sales (Article 2): Title, Creditors & Good Faith Purchasers: General Overview

In an action by a bank for declaratory relief alleging that a buyer did not properly record a boat under Tex. Parks and Wild. Code Ann. § 31.045 et seq., the buyer's claim that venue was properly in another county because the bank brought the action to have the matter heard in a more favorable forum and the case was properly in the county where the property was seized was overruled; venue was permissible in the county where the transaction occurred, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.001. *Pierce v. First Nat'l Bank*, 899 S.W.2d 365, 1995 Tex. App. LEXIS 947 (Tex. App. Houston 14th Dist. May 4, 1995, no writ).

Commercial Law (UCC): Secured Transactions (Article 9): Perfection: General Overview

In an action by a bank for declaratory relief alleging that a buyer did not properly record a boat under Tex. Parks and Wild. Code Ann. § 31.045 et seq., the buyer's claim that venue was properly in another county because the bank brought the action to have the matter heard in a more favorable forum and the case was properly in the county where the property was seized was overruled; venue was permissible in the county where the transaction occurred, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.001. *Pierce v. First Nat'l Bank*, 899 S.W.2d 365, 1995 Tex. App. LEXIS 947 (Tex. App. Houston 14th Dist. May 4, 1995, no writ).

Evidence: Procedural Considerations: Burdens of Proof: General Overview

Pursuant to Tex. R. Civ. P. 87(3)(c), plaintiff's prima facie proof of the venue facts is not subject to rebuttal, cross-examination, impeachment, or disproof; if plaintiff meets the burden of showing prima facie proof, the trial court must maintain the lawsuit in the county in which it is filed unless a mandatory provision applies or unless defendant brings forth conclusive proof to destroy plaintiff's prima facie proof. However, under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.001-.066 and Tex. R. Civ. P. 87(2)(a), if plaintiff fails in his burden of showing prima facie proof, defendant has the burden of showing that venue is maintainable in the county in which the transfer is sought under either a general, permissive, or mandatory venue rule. *Jaska v. Tex. Dep't of Protective & Regulatory Servs.*, 106 S.W.3d 907, 2003 Tex. App. LEXIS 4620 (Tex. App. Dallas May 30, 2003, no pet.).

Pursuant to Tex. R. Civ. P. 87(3)(c), plaintiff's prima facie proof of the venue facts is not subject to rebuttal, cross-examination, impeachment, or disproof, and if plaintiff meets the burden of showing prima facie proof, the trial court must maintain the lawsuit in the county in which it is filed unless a mandatory provision applies or unless defendant brings forth conclusive proof to destroy plaintiff's prima facie proof. However, under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.001-.066 and Tex. R. Civ. P. 87(2)(a), if plaintiff fails in his burden of showing prima facie proof, defendant has the burden of showing that venue is maintainable in the county in which the transfer is sought under

either a general, permissive, or mandatory venue rule. *Jaska v. Tex. Dep't of Protective & Regulatory Servs.*, 106 S.W.3d 907, 2003 Tex. App. LEXIS 4620 (Tex. App. Dallas May 30, 2003, no pet.).

Family Law: Child Support: Jurisdiction: General Overview

In a case where the mother sought past-due child support and enforcement of an out-of-state child support decree under the Texas Uniform Reciprocal Enforcement of Support Act, venue for that case was controlled by Tex. Civ. Prac. & Rem. Code Ann. § 15.001 and venue was proper in the county of the father's residence where the cause of action accrued. *Gaston v. Chaney*, 734 S.W.2d 735, 1987 Tex. App. LEXIS 7896 (Tex. App. Eastland July 23, 1987, no writ).

Transportation Law: Carrier Duties & Liabilities: Damages

Though a truck driver suffered personal injuries in doing his work in one county, the appeals court upheld the lower court finding of venue under former Tex. Rev. Civ. Stat. Ann. art. 1995 in the county of injury over the county of residence of the truck driver and his employer. *Christian v. Dishongh*, 449 S.W.2d 823, 1969 Tex. App. LEXIS 2704 (Tex. Civ. App. Houston 14th Dist. Dec. 17, 1969, no writ).

Research References & Practice Aids

LAW REVIEWS

46 Baylor L. Rev. 669.

46 Baylor L. Rev. 683.

51 Baylor L. Rev. 1.

47 SMU L. Rev. 1677.

49 SMU L. Rev. 1371.

50 SMU L. Rev. 1513.

48 SMU L. Rev. 1615.

51 SMU L. Rev. 1383.

52 SMU L. Rev. 1485.

53 SMU L. Rev. 773.

53 SMU L. Rev. 1341.

56 SMU L. Rev. 1825.

26 Tex. Tech L. Rev. 139.

1 Tex. Wesleyan L. Rev. 147.

3 Tex. Hisp. J.L. & Pol'y 11, ARTICLE: Minority Voting Rights and Judicial Selection Reform in Texas: Why Not a Modified at-Large Voting System???, 1997.

Treatises

4-52 Texas Real Estate Guide § 52.53, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, DEEDS AND CONVEYANCES, Action for Breach of Covenant, Texas Real Estate Guide.

4-55 Texas Real Estate Guide § 55.100, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, ADVERSE POSSESSION, Petition in Trespass to Try Title Alleging Plaintiff's Title by Adverse Possession, Texas Real Estate Guide.

4-56 Texas Real Estate Guide § 56.201, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, TRESPASS TO TRY TITLE, Statutes and Rules, Texas Real Estate Guide.

5-102 Texas Real Estate Guide § 102.201, LITIGATION: MISCELLANEOUS, PARTITION, Statutes and Rules, Texas Real Estate Guide.

Texas Family Law: Practice and Procedure J7.01, ENFORCING CHILD SUPPORT DECREE, ADVISING CLIENT OF ADDITIONAL REMEDIES FOR ENFORCING CHILD SUPPORT, Considering Contract Remedies to Enforce Agreed Child Support, Texas Family Law: Practice and Procedure.

Texas Family Law: Practice and Procedure O3.02, DIVIDING PROPERTY POST-DISSOLUTION, INITIATING ACTION FOR POST-DISSOLUTION PROPERTY DIVISION, Determining Venue, Texas Family Law: Practice and Procedure.

Texas Family Law: Practice and Procedure Q2.02, ANNULING THE MARRIAGE, INITIATING AND RESPONDING TO SUIT FOR ANNULMENT, Understanding Procedure in Suit for Annulment, Texas Family Law: Practice and Procedure.

Texas Family Law: Practice and Procedure Q2.03, ANNULING THE MARRIAGE, INITIATING AND RESPONDING TO SUIT FOR ANNULMENT, Drafting Original Petition to Annul Marriage, Texas Family Law: Practice and Procedure.

Texas Family Law: Practice and Procedure Q2.100, ANNULING THE MARRIAGE, INITIATING AND RESPONDING TO SUIT FOR ANNULMENT, Original Petition to Annul Marriage, Texas Family Law: Practice and Procedure.

Texas Family Law: Practice and Procedure S1.03, TERMINATING PARENTAL RIGHTS, INITIATING TERMINATION SUIT, Determining Jurisdiction and Venue, Texas Family Law: Practice and Procedure.

Texas Family Law: Practice and Procedure Z2.02, CHANGING NAME, CHANGING NAME OF CHILD, Filing Petition Requesting Name Change, Texas Family Law: Practice and Procedure.

4-62 Texas Torts and Remedies § 62.02, TORT CLAIMS AGAINST PUBLIC ENTITIES AND EMPLOYEES, CIVIL RIGHTS ACTIONS, Jurisdiction and Venue, Texas Torts and Remedies.

5-100 Texas Torts and Remedies § 100.20, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, General Venue Rule, Texas Torts and Remedies.

5-100 Texas Torts and Remedies § 100.22, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Permissive Venue Exceptions, Texas Torts and Remedies.

Practice Guides

Tex. Civ. Prac. & Rem. Code § 15.001

1-12 Dorsaneo, Texas Litigation Guide § 12.03, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Particular Types of Parties, Dorsaneo, Texas Litigation Guide.

1-12 Dorsaneo, Texas Litigation Guide § 12.110, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Allegation of Partnership Plaintiff or Defendant, Dorsaneo, Texas Litigation Guide.

3-40 Dorsaneo, Texas Litigation Guide § 40.203, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

3-41 Dorsaneo, Texas Litigation Guide § 41.203, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

3-45 Dorsaneo, Texas Litigation Guide § 45.05, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Trial of Action, Dorsaneo, Texas Litigation Guide.

4-51 Dorsaneo, Texas Litigation Guide § 51.50, Pretrial Practice (Chs. 1-114), Equitable Remedies (Chs. 50-55), Plaintiff's Guide, Dorsaneo, Texas Litigation Guide.

4-51 Dorsaneo, Texas Litigation Guide § 51.201, Pretrial Practice (Chs. 1-114), Equitable Remedies (Chs. 50-55), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

4-54 Dorsaneo, Texas Litigation Guide § 54.50, Pretrial Practice (Chs. 1-114), Equitable Remedies (Chs. 50-55), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.01, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), General Venue Statute, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.02, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Mandatory Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.03, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Permissive Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.100, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Miscellaneous Venue Allegations, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.202, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Case Law, Dorsaneo, Texas Litigation Guide.

5-81 Dorsaneo, Texas Litigation Guide § 81.04, Pretrial Practice (Chs. 1-114), Joinder of Additional Parties (Chs. 80-82), Interpleader Procedure, Dorsaneo, Texas Litigation Guide.

5-81 Dorsaneo, Texas Litigation Guide § 81.202, Pretrial Practice (Chs. 1-114), Joinder of Additional Parties (Chs. 80-82), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

7-112 Dorsaneo, Texas Litigation Guide § 112.11, Pretrial Practice (Chs. 1-114), Pretrial Procedure (Chs. 110-114), When Severance Is Appropriate, Dorsaneo, Texas Litigation Guide.

10-152 Dorsaneo, Texas Litigation Guide § 152.04, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Procedure in Original Proceedings, Dorsaneo, Texas Litigation Guide.

11-162 Dorsaneo, Texas Litigation Guide § 162.52, Pleadings in Business Entity Litigation (Chs. 160-205), Business Corporations (Chs. 160-165), Preparation and Filing of Plaintiff's Petition, Dorsaneo, Texas Litigation Guide.

12-180 Dorsaneo, Texas Litigation Guide § 180.53, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Drafting Third-Party Petition Against Partnership, Dorsaneo, Texas Litigation Guide.

12-180 Dorsaneo, Texas Litigation Guide § 180.110, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Petition for Third-Party Claim Against Partnership, Dorsaneo, Texas Litigation Guide.

12-181 Dorsaneo, Texas Litigation Guide § 181.41, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Procedural Considerations, Dorsaneo, Texas Litigation Guide.

12-182 Dorsaneo, Texas Litigation Guide § 182.100, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Petition by Creditor Against Alleged General Partner, Dorsaneo, Texas Litigation Guide.

12-183 Dorsaneo, Texas Litigation Guide § 183.50, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

12-190 Dorsaneo, Texas Litigation Guide § 190.05, Pleadings in Business Entity Litigation (Chs. 160-205), Associations (Chs. 190-191), Venue, Dorsaneo, Texas Litigation Guide.

12-191 Dorsaneo, Texas Litigation Guide § 191.100, Pleadings in Business Entity Litigation (Chs. 160-205), Associations (Chs. 190-191), Petition for Declaratory Relief as to Church Property, Dorsaneo, Texas Litigation Guide.

13-200 Dorsaneo, Texas Litigation Guide § 200.28, Pleadings in Business Entity Litigation (Chs. 160-205), Business Relationships (Chs. 200-205), Procedural Considerations, Dorsaneo, Texas Litigation Guide.

13-200 Dorsaneo, Texas Litigation Guide § 200.200, Pleadings in Business Entity Litigation (Chs. 160-205), Business Relationships (Chs. 200-205), Texas Statutes, Dorsaneo, Texas Litigation Guide.

13-203 Dorsaneo, Texas Litigation Guide § 203.100, Pleadings in Business Entity Litigation (Chs. 160-205), Business Relationships (Chs. 200-205), Plaintiff's Original Petition—Suit for Wrongful Discharge—Oral Employment Contract for Definite Period, Dorsaneo, Texas Litigation Guide.

13-204 Dorsaneo, Texas Litigation Guide § 204.05, Pleadings in Business Entity Litigation (Chs. 160-205), Business Relationships (Chs. 200-205), Insured's Action Against Insurer, Dorsaneo, Texas Litigation Guide.

13-204 Dorsaneo, Texas Litigation Guide § 204.50, Pleadings in Business Entity Litigation (Chs. 160-205), Business Relationships (Chs. 200-205), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

13-204 Dorsaneo, Texas Litigation Guide § 204.200, Pleadings in Business Entity Litigation (Chs. 160-205), Business Relationships (Chs. 200-205), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

13-205 Dorsaneo, Texas Litigation Guide § 205.200, Pleadings in Business Entity Litigation (Chs. 160-205), Business Relationships (Chs. 200-205), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

14-210 Dorsaneo, Texas Litigation Guide § 210.51, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Drafting Petition, Dorsaneo, Texas Litigation Guide.

14-210 Dorsaneo, Texas Litigation Guide § 210.200, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

14-210A Dorsaneo, Texas Litigation Guide § 210A.09, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Electronic Contracts and Signature, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.001

14-214 Dorsaneo, Texas Litigation Guide § 214.05, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Jurisdiction, Dorsaneo, Texas Litigation Guide.

14-214 Dorsaneo, Texas Litigation Guide § 214.100, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Petition Against Carrier—Damage to Goods, Dorsaneo, Texas Litigation Guide.

14-214 Dorsaneo, Texas Litigation Guide § 214.200, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

14-216 Dorsaneo, Texas Litigation Guide § 216.08, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Procedural Matters, Dorsaneo, Texas Litigation Guide.

14-216 Dorsaneo, Texas Litigation Guide § 216.200, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

14-221 Dorsaneo, Texas Litigation Guide § 221.14, Pleadings in Commercial Litigation (Chs. 210-242), Deceptive Practices and Warranties (Chs. 220-223), Deceptive Trade Practices Act, Dorsaneo, Texas Litigation Guide.

14-221 Dorsaneo, Texas Litigation Guide § 221.56, Pleadings in Commercial Litigation (Chs. 210-242), Deceptive Practices and Warranties (Chs. 220-223), Drafting Buyer's Petition, Dorsaneo, Texas Litigation Guide.

14-222 Dorsaneo, Texas Litigation Guide § 222.06, Pleadings in Commercial Litigation (Chs. 210-242), Deceptive Practices and Warranties (Chs. 220-223), Suit Under BOA, Dorsaneo, Texas Litigation Guide.

14-222 Dorsaneo, Texas Litigation Guide § 222.200, Pleadings in Commercial Litigation (Chs. 210-242), Deceptive Practices and Warranties (Chs. 220-223), State Statutes, Dorsaneo, Texas Litigation Guide.

15-230 Dorsaneo, Texas Litigation Guide § 230.50, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

15-231 Dorsaneo, Texas Litigation Guide § 231.50, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

16-235 Dorsaneo, Texas Litigation Guide § 235.03, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Laws That Affect Actions Involving Bank Deposits and Collections, Dorsaneo, Texas Litigation Guide.

16-235 Dorsaneo, Texas Litigation Guide § 235.50, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Payor Bank Against Collecting Bank, Dorsaneo, Texas Litigation Guide.

16-235 Dorsaneo, Texas Litigation Guide § 235.53, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Customer Against Depositary Bank, Dorsaneo, Texas Litigation Guide.

16-235 Dorsaneo, Texas Litigation Guide § 235.100, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Petition—Breach of Warranty—Alteration, Dorsaneo, Texas Litigation Guide.

16-235 Dorsaneo, Texas Litigation Guide § 235.101, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Petition—Breach of Warranty—Forged or Unauthorized Indorsement, Dorsaneo, Texas Litigation Guide.

16-235 Dorsaneo, Texas Litigation Guide § 235.102, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Petition—Violation of Expedited Availability of Funds Act, Dorsaneo, Texas Litigation Guide.

16-235 Dorsaneo, Texas Litigation Guide § 235.110, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Petition—Wrongful Payment, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.001

16-235 Dorsaneo, Texas Litigation Guide § 235.111, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Petition—Delay in Dishonor of Item Other Than Check, Dorsaneo, Texas Litigation Guide.

16-235 Dorsaneo, Texas Litigation Guide § 235.113, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Petition—Wrongful Dishonor, Dorsaneo, Texas Litigation Guide.

16-235 Dorsaneo, Texas Litigation Guide § 235.201, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

16-236 Dorsaneo, Texas Litigation Guide § 236.23, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Procedural Considerations, Dorsaneo, Texas Litigation Guide.

16-240 Dorsaneo, Texas Litigation Guide § 240.05, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Enforcement of Security Interest, Dorsaneo, Texas Litigation Guide.

16-240 Dorsaneo, Texas Litigation Guide § 240.201, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

16-241 Dorsaneo, Texas Litigation Guide § 241.50, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Creditor's Guide, Dorsaneo, Texas Litigation Guide.

16-242 Dorsaneo, Texas Litigation Guide § 242.20, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Venue, Dorsaneo, Texas Litigation Guide.

16-242 Dorsaneo, Texas Litigation Guide § 242.51, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Debtor's Pleadings, Dorsaneo, Texas Litigation Guide.

16-242 Dorsaneo, Texas Litigation Guide § 242.100, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Petition Alleging Common-Law Unreasonable Collection Efforts, Dorsaneo, Texas Litigation Guide.

16-242 Dorsaneo, Texas Litigation Guide § 242.101, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Petition Alleging Violation of Texas Debt Collection Practices Act, Dorsaneo, Texas Litigation Guide.

17-250 Dorsaneo, Texas Litigation Guide § 250.100, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Petition in Trespass to Try Title Alleging Plaintiff's Title by Adverse Possession, Dorsaneo, Texas Litigation Guide.

17-251 Dorsaneo, Texas Litigation Guide § 251.201, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

17-254 Dorsaneo, Texas Litigation Guide § 254.53, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Action for Breach of Covenant, Dorsaneo, Texas Litigation Guide.

18-283 Dorsaneo, Texas Litigation Guide § 283.102, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Lessor's or Other Royalty Interest Owner's Petition to Recover Damages for Unpaid Royalties, Dorsaneo, Texas Litigation Guide.

18-284 Dorsaneo, Texas Litigation Guide § 284.201, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

19-291 Dorsaneo, Texas Litigation Guide § 291.100, Pleadings in Personal Injury Litigation (Chs. 290-351), General Negligence Liability (Chs. 290-293), Petition for Contractual Indemnity, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.001

19-291 Dorsaneo, Texas Litigation Guide § 291.101, Pleadings in Personal Injury Litigation (Chs. 290-351), General Negligence Liability (Chs. 290-293), Petition for Common-Law and Statutory Indemnity, Dorsaneo, Texas Litigation Guide.

19-291 Dorsaneo, Texas Litigation Guide § 291.102, Pleadings in Personal Injury Litigation (Chs. 290-351), General Negligence Liability (Chs. 290-293), Petition for Contribution, Dorsaneo, Texas Litigation Guide.

19-293 Dorsaneo, Texas Litigation Guide § 293.101, Pleadings in Personal Injury Litigation (Chs. 290-351), General Negligence Liability (Chs. 290-293), Plaintiff's Original Petition, Dorsaneo, Texas Litigation Guide.

19-300 Dorsaneo, Texas Litigation Guide § 300.200, Pleadings in Personal Injury Litigation (Chs. 290-351), Vehicles (Chs. 300-302), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

19-301 Dorsaneo, Texas Litigation Guide § 301.50, Pleadings in Personal Injury Litigation (Chs. 290-351), Vehicles (Chs. 300-302), Plaintiff's Pleadings, Dorsaneo, Texas Litigation Guide.

19-301 Dorsaneo, Texas Litigation Guide § 301.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Vehicles (Chs. 300-302), Passenger's Claim Against Common Carrier, Dorsaneo, Texas Litigation Guide.

19-301 Dorsaneo, Texas Litigation Guide § 301.200, Pleadings in Personal Injury Litigation (Chs. 290-351), Vehicles (Chs. 300-302), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

19-310 Dorsaneo, Texas Litigation Guide § 310.51, Pleadings in Personal Injury Litigation (Chs. 290-351), Owners and Occupiers of Land (Chs. 310-311), Drafting Plaintiff's Petition, Dorsaneo, Texas Litigation Guide.

19-310 Dorsaneo, Texas Litigation Guide § 310.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Owners and Occupiers of Land (Chs. 310-311), Petition—Injury to Trespasser or Licensee Caused by Defendant's Gross Negligence, Dorsaneo, Texas Litigation Guide.

20-320 Dorsaneo, Texas Litigation Guide § 320.51, Pleadings in Personal Injury Litigation (Chs. 290-351), Goods and Services (Chs. 320-321), Drafting Plaintiff's Petition, Dorsaneo, Texas Litigation Guide.

20-320 Dorsaneo, Texas Litigation Guide § 320.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Goods and Services (Chs. 320-321), Plaintiff's Original Petition, Dorsaneo, Texas Litigation Guide.

20-320 Dorsaneo, Texas Litigation Guide § 320.201, Pleadings in Personal Injury Litigation (Chs. 290-351), Goods and Services (Chs. 320-321), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

20-321 Dorsaneo, Texas Litigation Guide § 321.201, Pleadings in Personal Injury Litigation (Chs. 290-351), Goods and Services (Chs. 320-321), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

20-322 Dorsaneo, Texas Litigation Guide § 322.51, Pleadings in Personal Injury Litigation (Chs. 290-351), Goods and Services (Chs. 320-321), Drafting Plaintiff's Petition, Dorsaneo, Texas Litigation Guide.

20-323 Dorsaneo, Texas Litigation Guide § 323.50, Pleadings in Personal Injury Litigation (Chs. 290-351), Goods and Services (Chs. 320-321), Plaintiff's Pleadings, Dorsaneo, Texas Litigation Guide.

20-331 Dorsaneo, Texas Litigation Guide § 331.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Petition for False Imprisonment by Private Individual, Dorsaneo, Texas Litigation Guide.

20-332 Dorsaneo, Texas Litigation Guide § 332.13, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Venue, Dorsaneo, Texas Litigation Guide.

20-332 Dorsaneo, Texas Litigation Guide § 332.24, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Venue, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.001

20-332 Dorsaneo, Texas Litigation Guide § 332.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Petition for Malicious Prosecution, Dorsaneo, Texas Litigation Guide.

20-332 Dorsaneo, Texas Litigation Guide § 332.110, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Petition for Abuse of Process—General Form, Dorsaneo, Texas Litigation Guide.

20-332 Dorsaneo, Texas Litigation Guide § 332.200, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

20-334 Dorsaneo, Texas Litigation Guide § 334.50, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Bringing Action for Conversion, Dorsaneo, Texas Litigation Guide.

20-334 Dorsaneo, Texas Litigation Guide § 334.200, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), State Statutes, Dorsaneo, Texas Litigation Guide.

20-336 Dorsaneo, Texas Litigation Guide § 336.06, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Procedural Matters, Dorsaneo, Texas Litigation Guide.

20-336 Dorsaneo, Texas Litigation Guide § 336.200, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

21-341 Dorsaneo, Texas Litigation Guide § 341.51, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Insurer's Answer, Dorsaneo, Texas Litigation Guide.

21-341 Dorsaneo, Texas Litigation Guide § 341.110, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Answer to Petition by Judgment Creditor or Insured, Dorsaneo, Texas Litigation Guide.

21-342 Dorsaneo, Texas Litigation Guide § 342.50, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Plaintiff's Pleadings, Dorsaneo, Texas Litigation Guide.

21-342 Dorsaneo, Texas Litigation Guide § 342.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Petition for Recovery Against Insurer and Other Motorist, Dorsaneo, Texas Litigation Guide.

21-342 Dorsaneo, Texas Litigation Guide § 342.200, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

21-351 Dorsaneo, Texas Litigation Guide § 351.05, Pleadings in Personal Injury Litigation (Chs. 290-351), Federal Rights of Employees (Chs. 350-351), Jones Act, Dorsaneo, Texas Litigation Guide.

21-351 Dorsaneo, Texas Litigation Guide § 351.103, Pleadings in Personal Injury Litigation (Chs. 290-351), Federal Rights of Employees (Chs. 350-351), Allegation—Claim for Personal Injury Damages Under Jones Act, Dorsaneo, Texas Litigation Guide.

22-360 Dorsaneo, Texas Litigation Guide § 360.04, Family Code Litigation (Chs. 360-382), Dissolution Procedures (Chs. 360-364), Subject Matter Jurisdiction, Venue, and Residence, Dorsaneo, Texas Litigation Guide.

22-360 Dorsaneo, Texas Litigation Guide § 360.06, Family Code Litigation (Chs. 360-382), Dissolution Procedures (Chs. 360-364), Preparation of Petition, Dorsaneo, Texas Litigation Guide.

22-361 Dorsaneo, Texas Litigation Guide § 361.50, Family Code Litigation (Chs. 360-382), Dissolution Procedures (Chs. 360-364), Petitions, Dorsaneo, Texas Litigation Guide.

22-362 Dorsaneo, Texas Litigation Guide § 362.03, Family Code Litigation (Chs. 360-382), Dissolution Procedures (Chs. 360-364), Jurisdiction, Venue, and Residence, Dorsaneo, Texas Litigation Guide.

22-364 Dorsaneo, Texas Litigation Guide § 364.20, Family Code Litigation (Chs. 360-382), Dissolution Procedures (Chs. 360-364), Post-Dissolution Suits for Division of Property, Dorsaneo, Texas Litigation Guide.

22-370 Dorsaneo, Texas Litigation Guide § 370.03, Family Code Litigation (Chs. 360-382), Custody and Support (Chs. 370-374), Venue, Dorsaneo, Texas Litigation Guide.

22-370 Dorsaneo, Texas Litigation Guide § 370.05, Family Code Litigation (Chs. 360-382), Custody and Support (Chs. 370-374), Transfer of Proceedings, Dorsaneo, Texas Litigation Guide.

23-372 Dorsaneo, Texas Litigation Guide § 372.130, Family Code Litigation (Chs. 360-382), Custody and Support (Chs. 370-374), Petition for Writ of Habeas Corpus to Recover Possession of Child, Dorsaneo, Texas Litigation Guide.

24-392 Dorsaneo, Texas Litigation Guide § 392.02, Probate Code Litigation (Chs. 390-415), Commencement of Proceedings (Chs. 390-394), Jurisdiction and Venue, Dorsaneo, Texas Litigation Guide.

24-394 Dorsaneo, Texas Litigation Guide § 394.08, Probate Code Litigation (Chs. 390-415), Commencement of Proceedings (Chs. 390-394), Declaratory Judgment Actions to Construe Wills, Dorsaneo, Texas Litigation Guide.

24-394 Dorsaneo, Texas Litigation Guide § 394.100, Probate Code Litigation (Chs. 390-415), Commencement of Proceedings (Chs. 390-394), Petition to Construe Will, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.002

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter A Definitions; General Rules (§§ 15.001 — 15.010)

Sec. 15.002. Venue: General Rule.

(a) Except as otherwise provided by this subchapter or Subchapter B or C, all lawsuits shall be brought:

- (1) in the county in which all or a substantial part of the events or omissions giving rise to the claim occurred;
- (2) in the county of defendant's residence at the time the cause of action accrued if defendant is a natural person;
- (3) in the county of the defendant's principal office in this state, if the defendant is not a natural person; or
- (4) if Subdivisions (1), (2), and (3) do not apply, in the county in which the plaintiff resided at the time of the accrual of the cause of action.

(b) For the convenience of the parties and witnesses and in the interest of justice, a court may transfer an action from a county of proper venue under this subchapter or Subchapter C to any other county of proper venue on motion of a defendant filed and served concurrently with or before the filing of the answer, where the court finds:

- (1) maintenance of the action in the county of suit would work an injustice to the movant considering the movant's economic and personal hardship;
- (2) the balance of interests of all the parties predominates in favor of the action being brought in the other county; and
- (3) the transfer of the action would not work an injustice to any other party.

(c) A court's ruling or decision to grant or deny a transfer under Subsection (b) is not grounds for appeal or mandamus and is not reversible error.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985; am. Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 1, effective August 28, 1995 (renumbered from Sec. 15.001).

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

1995 Note:

See note following § 15.001.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See Texas Rule of Civil Procedure 86.

Case Notes

Antitrust & Trade Law: Consumer Protection: Deceptive Acts & Practices: General Overview

Civil Procedure: Jurisdiction: Jurisdictional Sources: General Overview

Civil Procedure: Jurisdiction: Personal Jurisdiction & In Rem Actions: In Personam Actions: General Overview

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions: General Overview

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions: Concurrent Jurisdiction

Civil Procedure: Removal: Basis: General Overview

Civil Procedure: Removal: Proceedings: General Overview

Civil Procedure: Venue

Civil Procedure: Venue: General Overview

Civil Procedure: Venue: Corporations

Civil Procedure: Venue: Forum Non Conveniens

Civil Procedure: Venue: Individual Defendants

Civil Procedure: Venue: Motions to Transfer

Civil Procedure: Venue: Motions to Transfer: General Overview

Civil Procedure: Venue: Motions to Transfer: Choice of Forum

Civil Procedure: Venue: Motions to Transfer: Convenience of Parties

Civil Procedure: Venue: Motions to Transfer: Interests of Justice

Civil Procedure: Venue: Multiparty Litigation

Civil Procedure: Venue: Special Venue

Civil Procedure: Federal & State Interrelationships: Choice of Law: General Overview

Civil Procedure: Pleading & Practice: Defenses, Demurrers & Objections: Waiver & Preservation

Civil Procedure: Pleading & Practice: Service of Process: General Overview

Civil Procedure: Parties

Civil Procedure: Parties: Intervention: General Overview

Civil Procedure: Parties: Joinder: Misjoinder

Civil Procedure: Parties: Prisoners: General Overview

Civil Procedure: Declaratory Judgment Actions: General Overview

Civil Procedure: Judicial Officers: Judges: Discretion

Civil Procedure: Pretrial Judgments: Nonsuits

Civil Procedure: Judgments: Entry of Judgments: Enforcement & Execution: Foreign Judgments

Civil Procedure: Remedies: Injunctions: Elements: General Overview

Civil Procedure: Remedies: Writs: General Overview

Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus

Civil Procedure: Appeals: Appellate Jurisdiction: Interlocutory Orders

Civil Procedure: Appeals: Records on Appeal

Civil Procedure: Appeals: Reviewability: General Overview

Civil Procedure: Appeals: Standards of Review: Abuse of Discretion

Civil Procedure: Appeals: Standards of Review: Reversible Errors

Constitutional Law: Bill of Rights: Fundamental Freedoms: Freedom of Speech: Strategic Lawsuits Against Public Participation

Contracts Law: Breach: Causes of Action: General Overview

Contracts Law: Breach: Causes of Action: Elements of Claims

Contracts Law: Contract Conditions & Provisions: Express Conditions: General Overview

Contracts Law: Contract Conditions & Provisions: Forum Selection Clauses

Contracts Law: Types of Contracts: Bilateral Contracts

Contracts Law: Types of Contracts: Construction Contracts

Energy & Utilities Law: Gas Industry: Distribution & Sale

Estate, Gift & Trust Law: Probate: Procedures in Probate: General Overview

Evidence: Procedural Considerations: Burdens of Proof: General Overview

Family Law: Marital Termination & Spousal Support: Venue

Governments: Courts: Justice Courts

Governments: Legislation: Statutes of Limitations: Tolling

Governments: Local Governments: Claims By & Against

Governments: Public Improvements: Sanitation & Water

Healthcare Law: Business Administration & Organization: Licenses: General Overview

Insurance Law: General Liability Insurance: Coverage: General Overview

Real Property Law: Priorities & Recording: Lis Pendens

Real Property Law: Trusts: Constructive Trusts

Torts: Negligence: Causation: Proximate Cause: General Overview

Torts: Procedure: Commencement & Prosecution: Venue

Torts: Wrongful Death & Survival Actions: General Overview

Torts: Wrongful Death & Survival Actions: Survival Actions

Workers' Compensation & SSDI: Administrative Proceedings: Claims: General Overview

Antitrust & Trade Law: Consumer Protection: Deceptive Acts & Practices: General Overview

In a consumer's suit under the Deceptive Trade Practices Act, the court did not err in transferring venue from Dallas County to Kaufman County where no part of the sales transaction took place in Dallas County. *Kay v. N. Tex. Rod & Custom*, 109 S.W.3d 924, 2003 Tex. App. LEXIS 6249 (Tex. App. Dallas July 18, 2003, no pet.).

Civil Procedure: Jurisdiction: Jurisdictional Sources: General Overview

Where an advertising company brought an action for services rendered on an account against a company in county other than that of defendant's residence and failed to allege the place services were rendered or produce any other writing to demonstrate a contractual obligation in the county in which venue was sought, a trial court committed reversible error in denying the defendant's plea of privilege from suit. *Southwest Bldg. Materials Co. v. Ad America Co.*, 535 S.W.2d 891, 1976 Tex. App. LEXIS 2500 (Tex. Civ. App. Waco Feb. 19, 1976, no writ).

Civil Procedure: Jurisdiction: Personal Jurisdiction & In Rem Actions: In Personam Actions: General Overview

Because plaintiff bank's suit to recover upon dishonored bank drafts against defendant resident individual was intimately tied to its suit against defendant corporation, venue was proper in plaintiff's county of residence under Tex. Rev. Civ. Stat. Ann. § 1995(4). *Associates Inv. Co. v. First Nat'l Bank*, 381 S.W.2d 717, 1964 Tex. App. LEXIS 2768 (Tex. Civ. App. Texarkana Aug. 4, 1964, writ dismissed).

In a suit by plaintiff widow, who alleged that defendant physician had committed a trespass by performing a wrongful and unauthorized autopsy on her husband's body, venue was proper under former Tex. Rev. Civ. Stat. Ann. art. 1995, § 9, in the county in which the autopsy was performed rather than in defendant's county of residence. *Terrill v. Harbin*, 376 S.W.2d 945, 1964 Tex. App. LEXIS 2049 (Tex. Civ. App. Eastland Mar. 20, 1964, pet. dismissed w.o.j.).

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction

Trial court did not err in denying defendant's motion to vacate a default judgment because the fact that plaintiff's petition did not state defendant's home address or where the contract at issue was signed related to venue, not to the trial court's subject matter jurisdiction. *Booker v. LVNV Funding LLC*, No. 13-16-00035-CV, 2017 Tex. App. LEXIS 876 (Tex. App. Corpus Christi Feb. 2, 2017).

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions

Transfer of funds from the son's bank account occurred in Galveston County; therefore, Galveston County was a proper forum, and the Galveston County court acquired dominant jurisdiction of the case. *In re Amoco Fed. Credit Union*, 506 S.W.3d 178, 2016 Tex. App. LEXIS 11759 (Tex. App. Tyler Oct. 31, 2016, no pet.).

Appellant waived his objection to appellee's venue choice because he failed to file a motion to transfer venue specifically requesting transfer of the case to another specified venue. Even assuming that appellee filed its lawsuit in an improper venue, Texas law provided that a lawsuit filed in an improper venue did not deprive the trial court of subject-matter jurisdiction. *Wade v. TBF Fin., LLC*, No. 03-18-00370-CV, 2019 Tex. App. LEXIS 1675 (Tex. App. Austin Mar. 6, 2019).

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions: General Overview

Where the decedent's family sued the joint owner of the decedent's company in one county, and the owner sued the family in a different county, the first county court properly granted the family an anti-suit injunction under Tex. Civ. Prac. & Rem. Code Ann. § 65.011(2) as the first county acquired dominant jurisdiction. *Henry v. McMichael (In re Henry)*, 274 S.W.3d 185, 2008 Tex. App. LEXIS 7334 (Tex. App. Houston 1st Dist. Oct. 2, 2008, no pet.).

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions: Concurrent Jurisdiction

Where the mortgagees filed an action against the debtor in the county where the property and the debtor's primary place of business were located, and the debtor filed a subsequent action against the mortgagees in another county, the trial court abused its discretion in denying the mortgagees' motion to abate because the lawsuits were inherently interrelated and the first county possessed dominant jurisdiction because venue was proper there. *In re PlainsCapital Bank*, No. 13-17-00021-CV, 2018 Tex. App. LEXIS 4152 (Tex. App. Corpus Christi June 8, 2018).

In a construction dispute in which a subcontractor sued the contractor in Henderson County, where the subcontractor's performance occurred, and the contractor later sued the subcontractor in Hidalgo County, where the contract was formed, venue was proper in both courts, and the Hidalgo County court should have abated its

suit, and mandamus relief was available to secure this result. *In re Red Dot Bldg. Sys.*, 504 S.W.3d 320, 2016 Tex. LEXIS 1028 (Tex. 2016), reh'g denied, No. 15-1007, 2017 Tex. LEXIS 78 (Tex. Jan. 20, 2017).

Civil Procedure: Removal: Basis: General Overview

District court held that where a plaintiff attempted to manipulate the statutory rules to determine federal removal jurisdiction and denied a defendant the chance to protect its rights, equity required that the statutory one-year limit be extended. *Tedford v. Warner-Lambert Co.*, 327 F.3d 423, 2003 U.S. App. LEXIS 6699 (5th Cir. Tex. 2003).

Civil Procedure: Removal: Proceedings: General Overview

District court held that where a plaintiff attempted to manipulate the statutory rules to determine federal removal jurisdiction and denied a defendant the chance to protect its rights, equity required that the statutory one-year limit be extended. *Tedford v. Warner-Lambert Co.*, 327 F.3d 423, 2003 U.S. App. LEXIS 6699 (5th Cir. Tex. 2003).

Civil Procedure: Venue

Trial court did not err in denying defendant's motion to vacate a default judgment because the fact that plaintiff's petition did not state defendant's home address or where the contract at issue was signed related to venue, not to the trial court's subject matter jurisdiction. *Booker v. LVNV Funding LLC*, No. 13-16-00035-CV, 2017 Tex. App. LEXIS 876 (Tex. App. Corpus Christi Feb. 2, 2017).

Relator was entitled to mandamus relief to enforce a mandatory venue statute, because venue in a wrongful death case filed against a school district was proper in Jasper County, Texas, where the political subdivision was located and the specific events transpired. *In re Kirbyville Consol. Indep. Sch. Dist.*, No. 09-19-00209-CV, 2019 Tex. App. LEXIS 6906 (Tex. App. Beaumont Aug. 8, 2019).

Court did not err in denying appellants' motion to transfer venue, because appellee presented prima facie proof supporting the court's determination that a substantial part of the events giving rise to appellee's breach-of-contract claim occurred in the county. *Scott Law Offices v. Quinney Holdings, LLC*, No. 01-19-00739-CV, 2020 Tex. App. LEXIS 5426 (Tex. App. Houston 1st Dist. July 16, 2020).

Motion to transfer, which alleged mandatory venue in a different county, was properly denied because a provision of a guaranty making it performable in the other county was not a contractual venue selection clause; general venue was thus proper, even if venue also would have been proper in the other county. *Mitchell v. R.D. Tips, Inc.*, No. 13-19-00283-CV, 2020 Tex. App. LEXIS 5971 (Tex. App. Corpus Christi July 30, 2020).

Record demonstrated that venue was proper in Galveston County because all or a substantial part of the events or omissions giving rise to the inmate's claims concerning the medical care, or lack thereof, provided by the doctor was provided in Galveston County where the hospital was located; thus, the doctor established that venue was proper in Galveston County for the inmate's suit against him. *Enriquez v. Morsy*, No. 01-18-00877-CV, 2020 Tex. App. LEXIS 6605 (Tex. App. Houston 1st Dist. Aug. 18, 2020).

Civil Procedure: Venue: General Overview

Appellant was not entitled to relief in a restricted appeal from a no-answer default judgment awarding damages in a negligence case, because there was no venue error apparent on the face of the record. Appellant did not dispute that he was properly served with appellee's petition, yet failed to file any responsive pleading; therefore, the face of the record did not reveal any indication that appellant properly preserved his venue objection. *Champion v. Estlow*, 456 S.W.3d 363, 2015 Tex. App. LEXIS 1004 (Tex. App. Austin Feb. 4, 2015, no pet.).

Tex. Civ. Prac. & Rem. Code § 15.002

A defendant is free to consent or acquiesce to venue in a particular county. *Champion v. Estlow*, 456 S.W.3d 363, 2015 Tex. App. LEXIS 1004 (Tex. App. Austin Feb. 4, 2015, no pet.).

A defendant's objections to a plaintiff's choice of venue can be waived. *Champion v. Estlow*, 456 S.W.3d 363, 2015 Tex. App. LEXIS 1004 (Tex. App. Austin Feb. 4, 2015, no pet.).

Venue was proper in Galveston County, because the real property at issue was located in Galveston County, and the broker visited the properties in Galveston County as part of his role as facilitator of the property's purchase and sale. *Prime Income Asset Mgmt. v. Marcus & Millichap Real Estate Inv. Servs. of Tex.*, No. 01-13-00020-CV, 2014 Tex. App. LEXIS 13901 (Tex. App. Houston 1st Dist. Dec. 30, 2014).

It was not error to decline to enforce a contract's venue clause because (1) a seller chose to file elsewhere, under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1), and (2) the mandatory venue provision in Tex. R. Civ. P. 15.020 did not override this choice, as the subject transaction was not "major," since a contract's payments which could have caused the transaction's value to exceed \$1,000,000 were contingent. *Hughes v. Percy*, No. 03-10-00319-CV, 2014 Tex. App. LEXIS 13059 (Tex. App. Austin Dec. 8, 2014).

Venue was not proper in Galveston County because the percentage of claims adjusted in Galveston County was low and the insurance adjusters proffered no evidence that the companies' performance in Galveston County was substantial relative to their overall claims for breach of contract. *Tex. Windstorm Ins. Ass'n & Tex. Fair Plan Ass'n v. Boyle*, No. 01-13-00874-CV, 2014 Tex. App. LEXIS 1366 (Tex. App. Houston 1st Dist. Feb. 6, 2014).

Law firm and attorney met their burden under Tex. R. Civ. P. 87(2)(a), (3)(a) to show that venue was proper under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002(a), 15.003(a) in a fee collection suit because some of the legal work was performed in the county where they brought suit. *Nalle Plastics Family v. Porter*, 406 S.W.3d 186, 2013 Tex. App. LEXIS 4826 (Tex. App. Corpus Christi Apr. 18, 2013, no pet.).

Trial court reasonably could have denied abatement of an accounting firm's suit against a client, although the client first filed a breach of contract suit against the firm in another county, based on resolving inequitable conduct issues against the client where venue was proper in both counties under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1). *Hiles v. Arnie & Co., P.C.*, No. 14-12-00088-CV, 2013 Tex. App. LEXIS 2675 (Tex. App. Houston 14th Dist. Mar. 14, 2013), op. withdrawn, sub. op., reh'g denied, 402 S.W.3d 820, 2013 Tex. App. LEXIS 5113 (Tex. App. Houston 14th Dist. Apr. 25, 2013).

Partnership sought declaratory relief that actions threatened by homeowners and the action they brought in Hansford County were subject to the repose of Tex. Agric. Code Ann. § 251.004, and that they were barred from bringing a nuisance action, but the court did not see evidence that venue for such an action was proper in Randall County under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1), as (1) no event necessary to the establishment of the affirmative defense occurred in Randall County, (2) the receipt in Randall County of correspondence referencing the parties' disagreement from the Hansford County feedlot was irrelevant to the establishment of the repose defense, and (3) venue was proper in Hansford County, such that the trial court should have granted the homeowners' motion to transfer. *Bergin v. Tex. Beef Group*, 339 S.W.3d 312, 2011 Tex. App. LEXIS 2271 (Tex. App. Amarillo Mar. 29, 2011, no pet.).

It was undisputed that at all times the homeowners resided in Hansford County, and venue was proper in Randall County, for purposes of Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1), only if all or part of the cause of action asserted by the partnership accrued there. *Bergin v. Tex. Beef Group*, 339 S.W.3d 312, 2011 Tex. App. LEXIS 2271 (Tex. App. Amarillo Mar. 29, 2011, no pet.).

Interlocutory appeal of a trial court's denial of a motion to transfer venue was dismissed for lack of jurisdiction where appellants' response did not establish that the appellate court had jurisdiction, given the trial court's revised order in which it specifically stated its decision to deny the motion was based on Tex. Civ. Prac. & Rem. Code Ann. § 15.002. Appellees had asserted that venue was proper in the county in which they filed suit under § 15.002(a) on the basis that all or part of the facts giving rise to the cause accrued, in whole or in part, in that county, and although appellants filed their motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.003, in their reply,

Tex. Civ. Prac. & Rem. Code § 15.002

appellants had alleged venue was improper pursuant to §§ 15.002 and 15.003. *Basic Energy Servs. GP, LLC v. Gomez*, No. 04-10-00128-CV, 2010 Tex. App. LEXIS 9407 (Tex. App. San Antonio Nov. 24, 2010).

Because the evidence supported venue in Jack County (Texas) under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)'s substantial part provision based on the actionable misrepresentation that a corporation "could move" a rig, the court, under Tex. R. App. P. 47.1, did not reach the application of Tex. Bus. & Com. Code Ann. § 17.56's venue provision. *Tex. Specialty Trailers, Inc. v. Jackson & Simmen Drilling Co.*, No. 2-07-228-CV, 2009 Tex. App. LEXIS 6318 (Tex. App. Fort Worth Aug. 13, 2009), reh'g denied, No. 2-07-228-CV, 2009 Tex. App. LEXIS 7424 (Tex. App. Fort Worth Sept. 17, 2009).

Company's principal was in Jack County (Texas) during a telephone conversation in which a manager made the misrepresentation, for purposes of Tex. Bus. & Com. Code Ann. § 17.46, that the corporation could move the company's rig, and the principal, on the company's behalf, entered into the contract with the corporation while in Jack County; in keeping with Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b), to determine venue, the court had to determine, and did, that the facts surrounding the misrepresentation satisfied Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)'s substantiality requirement, given that a substantial part of the claim occurred in Jack County. *Tex. Specialty Trailers, Inc. v. Jackson & Simmen Drilling Co.*, No. 2-07-228-CV, 2009 Tex. App. LEXIS 6318 (Tex. App. Fort Worth Aug. 13, 2009), reh'g denied, No. 2-07-228-CV, 2009 Tex. App. LEXIS 7424 (Tex. App. Fort Worth Sept. 17, 2009).

In a dispute involving natural gas royalty payments, venue was proper in Harris County because the heart of the dispute was over the calculations of royalty payments under a division order, and those calculations were undertaken by the revenue processors for the natural gas company in Harris County. The revenue processing constituted a substantial part of the events or omissions giving rise to the claim. *Beard v. Endeavor Natural Gas, L.P.*, No. 01-08-00180-CV, 2008 Tex. App. LEXIS 9629 (Tex. App. Houston 1st Dist. Dec. 19, 2008).

In a dispute between a vocational rehabilitation counselor and an attorney over expert-witness fees, the attorney complained of the trial court's denial of his motion to transfer venue; however, venue was the counselor's choice, and the counselor's affidavit stated that except for one meeting with the attorney's client, all activities were conducted in the county in which suit was filed. *De Los Santos v. Johnson*, No. 13-07-502-CV, 2008 Tex. App. LEXIS 6841 (Tex. App. Corpus Christi Aug. 28, 2008).

Trial court's order denying appellant's motion to transfer appellee's action seeking to enforce a Florida judgment to a court in the county where he resided was reversed where the Uniform Enforcement of Foreign Judgments Act did not clearly indicate an intent to exempt the filing of a foreign judgment from the general venue laws of Texas and under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(2), venue was proper in the county where appellant resided. *Cantu v. Howard S. Grossman, P.A.*, 251 S.W.3d 731, 2008 Tex. App. LEXIS 587 (Tex. App. Houston 14th Dist. Jan. 29, 2008, no pet.).

Where the subcontractor brought suit against the owner in Williamson County, Texas, for change orders on a construction project, the transfer of venue to Bell County, Texas, was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 because the hotel was constructed there; all or substantially all of the events surrounding the project occurred in Bell County; an alleged oral agreement that occurred during settlement negotiations after the subcontractor filed suit did not support venue in Williamson County. *Quantum Elec., Inc. v. Scott & White Props.*, No. 11-05-00355-CV, 2007 Tex. App. LEXIS 8415 (Tex. App. Eastland Oct. 25, 2007).

Because suit regarding the enforceability of a recording contract would have been proper in more than one county, the doctrine of dominant jurisdiction applied (the contract was negotiated in one county and the albums were to be recorded in that county, while the record company resided in another county). *In re Ayala*, No. 13-07-140-CV, 2007 Tex. App. LEXIS 3319 (Tex. App. Corpus Christi Apr. 27, 2007).

Removal of personal property from a county pursuant to alleged wrongdoing by a testator's financial adviser did not undo the establishment of venue in that county under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1) in an executor's action against the financial advisor for breach of fiduciary duty. *Andrews v. Smith*, No. 03-01-00402-CV, 2002 Tex. App. LEXIS 3642 (Tex. App. Austin May 23, 2002).

Tex. Civ. Prac. & Rem. Code § 15.002

Because Tex. Civ. Prac. & Rem. Code Ann. § 15.003 permitted an interlocutory appeal only from a decision allowing or denying joinder where a party was unable to independently establish proper venue, and because no interlocutory appeal was permitted from a determination that venue had been established under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002(a) and 15.005, the court had no basis for appellate jurisdiction from a decision in which the trial court found that each plaintiff had independently established proper venue, but did not reach the joinder question raised by defendants under Tex. Civ. Prac. & Rem. Code Ann. § 15.003. *American Home Prods. Corp. v. Clark*, 999 S.W.2d 908, 1999 Tex. App. LEXIS 6772 (Tex. App. Waco Sept. 8, 1999), *aff'd*, 38 S.W.3d 92, 2000 Tex. LEXIS 112 (Tex. 2000).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(b), the legislature provided defendant corporations, in plaintiff consumers' class-action suit against them, with a means to address the fairness and convenience of trying a suit in different counties in Texas in the traditional non conveniens sense; the legislature did not intend to impose as extensive a burden in requiring a showing of fairness and convenience under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a)(4). *Abel v. Surgitek*, 975 S.W.2d 30, 1998 Tex. App. LEXIS 2076 (Tex. App. San Antonio Apr. 8, 1998), *rev'd*, 997 S.W.2d 598, 1999 Tex. LEXIS 84 (Tex. 1999).

Insurance company was properly denied in the county of its residence, where the plaintiff brought suit in the county where the underlying automobile accident occurred. *State Farm Mut. Auto. Ins. Co. v. White*, 461 S.W.2d 476, 1970 Tex. App. LEXIS 1866 (Tex. Civ. App. Tyler Dec. 10, 1970, no writ).

Civil Procedure: Venue: Corporations

Venue was improper in the county where a subcontractor sued a general contractor for breach of contract because there was no evidence that the general contractor had a principal office in the county and no probative evidence that acts or omissions giving rise to the subcontractor's claim occurred in the county. Remand was necessary because there was no evidence that the general contractor had a principal office in the county in which it sought to transfer the suit even though it had a registered office for service of process in the county. *Ken-Do Contr., L.P. v. F.A. Brown's Constr., L.L.C.*, No. 05-16-00373-CV, 2017 Tex. App. LEXIS 7434 (Tex. App. Dallas Aug. 7, 2017).

In a personal injury and wrongful death case, venue was proper in Midland County, Texas because a vehicle provider maintained its principal office there; moreover, the accident that was the basis of the lawsuit occurred there. Because venue was proper in Midland County for the vehicle provider, it was also proper there for a railroad. *Union Pac. R.R. Co. v. Stouffer*, 420 S.W.3d 233, 2013 Tex. App. LEXIS 15358 (Tex. App. Dallas Dec. 19, 2013), *reh'g denied*, No. 05-13-01224-CV, 2014 Tex. App. LEXIS 1737 (Tex. App. Dallas Jan. 22, 2014).

In a personal injury and wrongful death case, venue was not proper in Dallas County, Texas, because a railroad did not maintain a principal office there; there was no showing that employees in that county had substantially equal authority relative to other company officials within the state. *Union Pac. R.R. Co. v. Stouffer*, 420 S.W.3d 233, 2013 Tex. App. LEXIS 15358 (Tex. App. Dallas Dec. 19, 2013), *reh'g denied*, No. 05-13-01224-CV, 2014 Tex. App. LEXIS 1737 (Tex. App. Dallas Jan. 22, 2014).

In a workers' compensation case, Tex. Lab. Code Ann. § 410.252(c) did not apply to the question of venue because the injured worker was a Mexican citizen and there was no provision in § 410.252(c) for venue in the Texas county nearest a non-resident's place of residence. The general venue provision applied instead, and venue was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(3) in the county of the corporate defendant's principal place of business. *Rayas v. Tex. Mut. Ins. Co.*, No. 03-11-00310-CV, 2013 Tex. App. LEXIS 298 (Tex. App. Austin Jan. 11, 2013).

Insurer, a corporate defendant, presented undisputed evidence that its principal place of business was located in Travis County; therefore, Travis County was a county of proper venue under the general venue provision and the trial court did not err in transferring the suit to Travis County. *Rayas v. Tex. Mut. Ins. Co.*, No. 03-11-00310-CV, 2012 Tex. App. LEXIS 10675 (Tex. App. Austin Dec. 18, 2012), *op. withdrawn*, *sub. op.*, *reh'g denied*, No. 03-11-00310-CV, 2013 Tex. App. LEXIS 298 (Tex. App. Austin Jan. 11, 2013).

Tex. Civ. Prac. & Rem. Code § 15.002

After severance of an underinsured motorist claim, which had given rise to derivative venue under Tex. Civ. Prac. Rem. Code Ann. § 15.005, the proper venue pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.002(2), (3) for a negligence suit arising from a motor vehicle accident was the county where the defendant driver lived and where his employer's principal office was located. *In re Reynolds*, 369 S.W.3d 638, 2012 Tex. App. LEXIS 3878 (Tex. App. Tyler May 16, 2012), dismissed, No. 12-10-00176-CV, 2012 Tex. App. LEXIS 4127 (Tex. App. Tyler May 23, 2012).

Appellants first filed a lawsuit in Bexar County and a company was a party to that suit, then appellants non-suited the claim and filed a new suit in El Paso County against the company and others and adding a business, which later filed for bankruptcy before service was effected, essentially making the business a non-party under Tex. R. Civ. P. 21; because the Bexar County court denied the company's motion to transfer before appellants non-suited, the venue determination was fixed with regard to any subsequent filing, for purposes of Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a) and consistent with Tex. R. Civ. P. 87, and thus the trial court erred in denying the company's motion to transfer venue back to Bexar County. *Gilcrease v. Garlock, Inc.*, 211 S.W.3d 448, 2006 Tex. App. LEXIS 10950 (Tex. App. El Paso Dec. 21, 2006, no pet.).

Trial court did not have venue over royalty interest owners' declaratory judgment action. Because title was not involved, the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.011 did not apply, and venue was governed by the general venue rule contained in Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a). *Cartwright v. Cologne Prod. Co.*, 182 S.W.3d 438, 169 Oil & Gas Rep. 517, 2006 Tex. App. LEXIS 102 (Tex. App. Corpus Christi Jan. 5, 2006, no pet.).

Where obligors signed promissory notes in favor of a bank and gave surety bonds to guarantee payment of the notes, and the out-of-state insurer notified the bank that it held the surety bonds to be invalid, the bank had the right to file a declaratory judgment action against the insurer in the county where the salaried representative of the insurer had a residence, and because a former statute gave the bank the right to file action in such county, the doctrine of forum non conveniens did not apply. *Great American Ins. Co. v. Sharpstown State Bank*, 422 S.W.2d 787, 1967 Tex. App. LEXIS 2575 (Tex. Civ. App. Austin Dec. 20, 1967, pet. dismissed w.o.j.).

Where a bank filed a declaratory judgment action against an out-of-state insurer regarding the validity of surety bonds, bank had the right to file the action in the county where the salaried representative of the insurer had a residence. *Great American Ins. Co. v. Sharpstown State Bank*, 422 S.W.2d 787, 1967 Tex. App. LEXIS 2575 (Tex. Civ. App. Austin Dec. 20, 1967, pet. dismissed w.o.j.).

Suit instituted by the wife of the decedent against a power company could not be maintained in Hamilton County under former Tex. Rev. Civ. Stat. Ann. art. 1995 (now Tex. Civ. Prac. & Rem. Code Ann. § 15.02) where the negligent act allegedly occurred and the action was transferred to Tarrant County which was the county of residence of the power company. *Community Pub. Serv. Co. v. Meissner*, 417 S.W.2d 762, 1967 Tex. App. LEXIS 2410 (Tex. Civ. App. Waco 1967, no writ).

Trial court erred in denying appellant aviation company's motion to transfer venue of appellees' negligence and wrongful death suit against appellant from Rusk County, Texas, to Smith County, Texas, where the plane crash at issue had occurred, because Rusk County was not established as a proper venue, as appellees did not make a prima facie showing that appellant had a principal office in Rusk County; the evidence showed appellant's Gregg County office was appellant's physical location, as it housed all work-related equipment and files for the company and was the only place where customers met with company employees, and nothing demonstrated appellant's registered agent conducted the daily affairs of appellant at his Rusk County lake house. *Flare Air, L.L.C. v. Burton*, No. 06-18-00097-CV, 2019 Tex. App. LEXIS 151 (Tex. App. Texarkana Jan. 11, 2019).

Because underwriters purposefully structured a securities transaction to avoid personal jurisdiction in Texas, all claims against the underwriters had to be dismissed; therefore, venue was not proper as to the remaining defendants even if an underwriter had a Texas office. *Venator Materials PLC v. Macomb Cty. Employees' Ret. Sys.*, No. 05-19-01177-CV, 2020 Tex. App. LEXIS 534 (Tex. App. Dallas Jan. 21, 2020).

Venue was proper in Ellis County, the county to which appellant sought transfer, because appellant had one office, which was located in Ellis County, and the contract breaches occurred in Ellis County. *Ken-Do Contr., L.P. v. F.A. Brown's Constr., LLC*, No. 05-19-00228-CV, 2020 Tex. App. LEXIS 1957 (Tex. App. Dallas Mar. 5, 2020).

Civil Procedure: Venue: Forum Non Conveniens

Insurer could not challenge the order transferring venue of its lawsuit because the pedestrian asserted convenience of the parties as one of the grounds for transferring venue. *Farmers Tex. Cty. Mut. Ins. Co. v. Zuniga*, No. 04-16-00773-CV, 2017 Tex. App. LEXIS 8678 (Tex. App. San Antonio Sept. 13, 2017), op. withdrawn, reh'g denied, No. 04-16-00773-CV, 2017 Tex. App. LEXIS 11527 (Tex. App. San Antonio Nov. 15, 2017), sub. op., 548 S.W.3d 646, 2017 Tex. App. LEXIS 10725 (Tex. App. San Antonio Nov. 15, 2017).

Where a motion to transfer venue in a breach of contract case, which asserted both inconvenience under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 and another statutory ground for transferring venue, was granted without any statement of the basis for doing so, the transfer order had to be affirmed on convenience grounds because Tex. Civ. Prac. & Rem. Code Ann. § 15.002(c) precludes reversal of any ruling on convenience grounds. *Trend Offset Printing Servs. v. Collin County Cmty. College Dist.*, No. 05-05-00456-CV, 2006 Tex. App. LEXIS 3382 (Tex. App. Dallas Apr. 27, 2006).

In beneficiaries' breach of contract and fiduciary duties action against the trustee, the trial court erred in transferring the case as it should have dismissed the case without prejudice when it determined that the doctrine of forum non conveniens required that the dispute between the parties be instituted in the out-of-state forum. *Wallace v. Dimon*, No. 2-05-0197-CV, 2006 Tex. App. LEXIS 2262 (Tex. App. Fort Worth Mar. 23, 2006).

Tex. Civ. Prac. & Rem. Code Ann. § 15.002 precludes review not only of evidence in support of a venue transfer based on convenience, but review of the order based on convenience; thus, when a court grants a transfer for convenience, that order is essentially "immune from review." *Garza v. Garcia*, 137 S.W.3d 36, 2004 Tex. LEXIS 442 (Tex. 2004).

Where a defendant filed a motion alleging both convenience and improper venue, and the trial court granted the motion without specifying the grounds, the ruling could not be reversed; convenience had been asserted as one of the grounds for the motion, and Tex. Civ. Prac. & Rem. Code Ann. § 15.002 prevents reversal of orders based on convenience. *Garza v. Garcia*, 137 S.W.3d 36, 2004 Tex. LEXIS 442 (Tex. 2004).

Civil Procedure: Venue: Individual Defendants

Where the mortgagees filed an action against the debtor in the county where the property and the debtor's primary place of business were located, and the debtor filed a subsequent action against the mortgagees in another county, the trial court abused its discretion in denying the mortgagees' motion to abate because the lawsuits were inherently interrelated and the first county possessed dominant jurisdiction because venue was proper there. In *re PlainsCapital Bank*, No. 13-17-00021-CV, 2018 Tex. App. LEXIS 4152 (Tex. App. Corpus Christi June 8, 2018).

After severance of an underinsured motorist claim, which had given rise to derivative venue under Tex. Civ. Prac. Rem. Code Ann. § 15.005, the proper venue pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.002(2), (3) for a negligence suit arising from a motor vehicle accident was the county where the defendant driver lived and where his employer's principal office was located. In *re Reynolds*, 369 S.W.3d 638, 2012 Tex. App. LEXIS 3878 (Tex. App. Tyler May 16, 2012), dismissed, No. 12-10-00176-CV, 2012 Tex. App. LEXIS 4127 (Tex. App. Tyler May 23, 2012).

In a contractor's breach of contract action against a homeowner, wherein the pleadings were taken as conclusive with regard to the existence of a cause of action pursuant to Tex. R. Civ. P. 87, the parties' alleged settlement agreement was wholly independent of the underlying contract for electrical services between the parties, and the venue provision was, therefore, tied to the settlement agreement alone; for purposes of venue, the homeowner could not challenge the existence of the contract, and venue in Bexar County, Texas, was proper pursuant to Tex.

Tex. Civ. Prac. & Rem. Code § 15.002

Civ. Prac. & Rem. Code Ann. § 15.002(a)(1) because there was some probative evidence to support the trial court's determination that a substantial part of the events occurred in Bexar County, as the record supported the contention that the contractor's demand for payment was forwarded from Bexar County and the homeowner responded by letter, allegedly accepting the offer, and phone calls were made to the contractor's attorney in Bexar County. *Killeen v. Lighthouse Elec. Contrs., L.P.*, 248 S.W.3d 343, 2007 Tex. App. LEXIS 8968 (Tex. App. San Antonio Nov. 14, 2007, no pet.).

Trial court did not err in granting the motion to transfer venue to Harris County filed by the preparer of the oil and gas exploration company's proved-reserve estimate reports because all of the work performed by the preparer for the company that was the basis of this lawsuit occurred in Harris County, and there was no probative evidence that "all or a substantial part of" occurred in Dallas County as required by Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1). *Highland Capital Mgmt., L.P. v. Ryder Scott Co.*, 212 S.W.3d 522, 169 Oil & Gas Rep. 543, 2006 Tex. App. LEXIS 6653 (Tex. App. Houston 1st Dist. July 27, 2006), reh'g denied, No. 01-05-00665-CV, 2007 Tex. App. LEXIS 1430 (Tex. App. Houston 1st Dist. Feb. 13, 2007).

Trial court did not have venue over royalty interest owners' declaratory judgment action. Because title was not involved, the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.011 did not apply, and venue was governed by the general venue rule contained in Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a). *Cartwright v. Cologne Prod. Co.*, 182 S.W.3d 438, 169 Oil & Gas Rep. 517, 2006 Tex. App. LEXIS 102 (Tex. App. Corpus Christi Jan. 5, 2006, no pet.).

In an action by an assignee of a vehicle lease, venue was proper in the county where events and omissions occurred that related to the assumption agreements, which were the "real obligations" sued upon; a "substantial part" of the events or omissions giving rise to a claim could occur in more than one county. *Frost Nat'l Bank v. L & F Distributions*, 122 S.W.3d 922, 2003 Tex. App. LEXIS 10423 (Tex. App. Corpus Christi Dec. 11, 2003), rev'd, 165 S.W.3d 310, 2005 Tex. LEXIS 421 (Tex. 2005).

Where nothing about the insurer's coverage dispute against the insureds was connected in a material way to Milam County (as the accident occurred in Hidalgo county and was settled by the insurer in that county) and any connection between the coverage issues and Milam County was tangential and insubstantial, Milam County was not a county of proper venue and the district court erred in denying the insured's motion to transfer venue because the county of suit, Milam County, was not the site of all or a substantial part of the events giving rise to the lawsuit. *Chiriboga v. State Farm Mut. Auto. Ins. Co.*, 96 S.W.3d 673, 2003 Tex. App. LEXIS 309 (Tex. App. Austin Jan. 16, 2003, no pet.).

Party seeking to recover property damages arising from an automobile accident was not required to show proof of damages as a venue fact under former Tex. Rev. Civ. Stat. Ann. art. 1995 (now Tex. Civ. Prac. & Rem. Code Ann. § 15.002). *Penix v. Spoon*, 418 S.W.2d 323, 1967 Tex. App. LEXIS 2305 (Tex. Civ. App. Eastland July 21, 1967), writ ref'd 422 S.W.2d 167, 1967 Tex. LEXIS 338 (Tex. 1967).

A plea of privilege was dismissed where at least one of the defendants lived in the county where the cause of action was brought; suit may be brought in any county where one of the defendants resides. *Union Carbide Corp. v. Duplantis*, 401 S.W.2d 296, 1966 Tex. App. LEXIS 2560 (Tex. Civ. App. Waco Mar. 17, 1966, no writ).

Evidence indicating that the corporate officer resided in the county where the suit was filed and evidence that there was a cause of action against the officer was sufficient to establish venue under Tex. Rev. Civ. Stat. Ann. art. 1995, § 4. *Smiser v. Petroleum Refining Co.*, 398 S.W.2d 177, 1965 Tex. App. LEXIS 2379 (Tex. Civ. App. Eastland Dec. 17, 1965, no writ).

In an action by a gravel hauler to collect a debt for gravel delivered to a ranch, the non-resident ranch owner's plea of privilege was sustained because the gravel hauler failed to prove that the resident ranch manager's promise to pay the debt was outside the statute of frauds, without an enforceable claim against the resident manager, venue did not lie against the non-resident ranch owner. *Faver v. Leonard*, 383 S.W.2d 201, 1964 Tex. App. LEXIS 2268 (Tex. Civ. App. Tyler Oct. 15, 1964, no writ).

In a negligence action arising from a multiple-vehicle accident, the trial court did not err in denying the motion to transfer venue filed by two of the defendants, a freight company and its employee, because another defendant, the administrator of a deceased driver's estate, was a resident of the county where the action was filed. Because defendants did not specifically deny that the administrator was a resident of the county, the venue fact was taken as true and venue was also proper in that county because, inter alia, defendants did not base their motion to transfer on grounds that an impartial trial could not be had in that county. *UPS Ground Freight, Inc. v. Morrison*, No. 12-19-00302-CV, 2019 Tex. App. LEXIS 10370 (Tex. App. Tyler Nov. 27, 2019), op. withdrawn, sub. op., No. 12-19-00302-CV, 2020 Tex. App. LEXIS 1126 (Tex. App. Tyler Feb. 10, 2020).

In an inmate's claim alleging, among other medical claims, that a doctor at the University of Texas Medical Branch at Galveston mistreated him, general venue lay in Galveston County under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1) because most of the events or omissions occurred there. *Enriquez v. Orihuela*, No. 14-18-00147-CV, 2019 Tex. App. LEXIS 10907 (Tex. App. Houston 14th Dist. Dec. 17, 2019).

Where the parties had competing lawsuits in different counties alleging the other's mismanagement of their jointly owned companies, petitioner was entitled to a conditional granting of mandamus relief because he had filed his action first and venue was proper in the county where he filed his action. Although actions for injunctive relief were to be filed in the county where the defendant was domiciled, the first-to-file rule applied because petitioner's claim for injunctive relief was ancillary to other relief he sought. *In re Zidan*, No. 05-20-00595-CV, 2020 Tex. App. LEXIS 5365 (Tex. App. Dallas July 15, 2020).

Civil Procedure: Venue: Motions to Transfer

Appellant waived his objection to appellee's venue choice because he failed to file a motion to transfer venue specifically requesting transfer of the case to another specified venue. Even assuming that appellee filed its lawsuit in an improper venue, Texas law provided that a lawsuit filed in an improper venue did not deprive the trial court of subject-matter jurisdiction. *Wade v. TBF Fin., LLC*, No. 03-18-00370-CV, 2019 Tex. App. LEXIS 1675 (Tex. App. Austin Mar. 6, 2019).

In a construction dispute in which a subcontractor sued the contractor in Henderson County, where the subcontractor's performance occurred, and the contractor later sued the subcontractor in Hidalgo County, where the contract was formed, venue was proper in both courts, and the Hidalgo County court should have abated its suit, and mandamus relief was available to secure this result. *In re Red Dot Bldg. Sys.*, 504 S.W.3d 320, 2016 Tex. LEXIS 1028 (Tex. 2016), reh'g denied, No. 15-1007, 2017 Tex. LEXIS 78 (Tex. Jan. 20, 2017).

Trial court erred in denying appellant aviation company's motion to transfer venue of appellees' negligence and wrongful death suit against appellant from Rusk County, Texas, to Smith County, Texas, where the plane crash at issue had occurred, because Rusk County was not established as a proper venue, as appellees did not make a prima facie showing that appellant had a principal office in Rusk County; the evidence showed appellant's Gregg County office was appellant's physical location, as it housed all work-related equipment and files for the company and was the only place where customers met with company employees, and nothing demonstrated appellant's registered agent conducted the daily affairs of appellant at his Rusk County lake house. *Flare Air, L.L.C. v. Burton*, No. 06-18-00097-CV, 2019 Tex. App. LEXIS 151 (Tex. App. Texarkana Jan. 11, 2019).

Venue was proper in Ellis County, the county to which appellant sought transfer, because appellant had one office, which was located in Ellis County, and the contract breaches occurred in Ellis County. *Ken-Do Contr., L.P. v. F.A. Brown's Constr., LLC*, No. 05-19-00228-CV, 2020 Tex. App. LEXIS 1957 (Tex. App. Dallas Mar. 5, 2020).

In a negligence action arising from a multiple-vehicle accident, the trial court did not err in denying the motion to transfer venue filed by two of the defendants, a freight company and its employee, because another defendant, the administrator of a deceased driver's estate, was a resident of the county where the action was filed. Because defendants did not specifically deny that the administrator was a resident of the county, the venue fact was taken as true and venue was also proper in that county because, inter alia, defendants did not base their motion to transfer

on grounds that an impartial trial could not be had in that county. *UPS Ground Freight, Inc. v. Morrison*, No. 12-19-00302-CV, 2019 Tex. App. LEXIS 10370 (Tex. App. Tyler Nov. 27, 2019), op. withdrawn, sub. op., No. 12-19-00302-CV, 2020 Tex. App. LEXIS 1126 (Tex. App. Tyler Feb. 10, 2020).

Trial court's grant of real parties in interest's motion to transfer venue was not subject to mandamus relief because the real parties in interest moved under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(b), and the trial court granted the motion without stating a reason, so appellate or mandamus review were barred. *In re Beasley*, No. 05-18-00382-CV, 2018 Tex. App. LEXIS 3227 (Tex. App. Dallas May 8, 2018).

In plaintiff's suit against an energy company for breach of contract and for an accounting, venue was proper in Harris County, Texas, under the general venue statute, because it was the company's principal place of business; however, when the energy company joined third parties by filing a claim against them for declaratory judgment regarding the apportionment of the royalty interests, the third-party-venue provision became controlling over the general venue statute. The third-party-venue provision honored the general rule that the plaintiff makes the first choice of appropriate venue. *Perryman v. Spartan Tex. Six Capital Partners, Ltd.*, 546 S.W.3d 110, 2018 Tex. LEXIS 350 (Tex. 2018).

In a tort suit arising from the explosion of a propane tank and the resulting personal injury and wrongful death damages, plaintiff was not permitted to fraudulently secure venue in one county and then nonsuit and refile the same claims against the same parties in another county; therefore, the second court abused its discretion by denying defendant's motion to dismiss or transfer and retaining venue. Only one venue determination may be made in a proceeding, and Tex. R. Civ. P. 87 specifically prohibits changes in venue after the initial venue ruling. *In re Lowe's Home Ctrs., L.L.C.*, 531 S.W.3d 861, 2017 Tex. App. LEXIS 7106 (Tex. App. Corpus Christi July 28, 2017, no pet.).

Home sellers' motion to transfer venue from Harris County, Texas, to Chambers County, Texas, was properly granted where the alleged conduct underlying the buyers' fraud and misrepresentation claims occurred in Chambers County, given that the undisputed venue facts were that the financing transaction that formed the basis of the buyers' complaint took place in Chambers County, in connection with a purchase of real property located in Chambers County, that the closing on the property took place in Chambers County, and that the negotiations concerning the financing and sale took place in Chambers County. None of the sellers were alleged to have committed or performed any act or omission in Harris County relating to the buyers' claims. *Christerson v. Speer*, No. 01-16-00469-CV, 2017 Tex. App. LEXIS 3831 (Tex. App. Houston 1st Dist. Apr. 27, 2017).

Trial court erred in failing to transfer venue of an injury suit from Jefferson County to Howard County because the worker was injured in Howard; his allegation that a defendant had formed a contract in Jefferson did not establish venue in Jefferson, and defendant specifically denied that events giving rise to the claim occurred in Jefferson. *In re Berry GP, Inc.*, 530 S.W.3d 201, 2016 Tex. App. LEXIS 11913 (Tex. App. Beaumont Nov. 3, 2016, no pet.).

Although the court erred by granting the insurer's motion to transfer venue after the insurer waived the objection, the error was harmless because the property at issue was located in Live Oak County and not Jim Wells County. *Adame v. State Farm Lloyds*, 506 S.W.3d 96, 2016 Tex. App. LEXIS 9736 (Tex. App. Corpus Christi Sept. 1, 2016), reh'g denied, No. 13-15-00357-CV, 2016 Tex. App. LEXIS 13898 (Tex. App. Corpus Christi Oct. 5, 2016).

In a suit by multiple appellees to recover money appellants misappropriated, the trial court properly denied appellants' motion to transfer venue because the events alleged to have occurred in the county of suit, which included that it was the location for the meeting at which appellants' alleged material misrepresentation was made, constituted a substantial part of the events giving rise to appellees' fraud claim, and each appellee had therefore established proper venue against appellants in the county of suit as to that claim; further, because appellees' remaining claims arose from the same series of transactions or occurrences, the trial court had venue to determine all of appellees' claims. *Pellegrini v. Six Pines Exploration, LLC*, No. 03-18-00774-CV, 2019 Tex. App. LEXIS 10133 (Tex. App. Austin Nov. 22, 2019).

Without any affidavit, neither entity met the prima facie standard to establish that all or a substantial part of the events or omissions giving rise to its claim occurred in Harris County; because both failed to meet their burden to

establish proper venue in Harris County, the ability to select venue passed to the buyers, should they successfully establish that venue was maintainable in Hill County, where they sought to have the lawsuit transferred, and the buyers established that all or a substantial part of the acts or omissions underlying the breach-of-contract suit occurred in Hill County, where the buyers were located, the contracts were negotiated, and payment or nonpayment occurred. *Landco Enters. v. Jindal Saw USA, LLC*, No. 01-19-00797-CV, 2020 Tex. App. LEXIS 6114 (Tex. App. Houston 1st Dist. Aug. 4, 2020).

Trial court erred by denying the motion to transfer venue because the aircraft owner's representative and the aircraft servicing company put forth prima facie evidence that a different county was a county of proper venue. The decedents departed from a municipal airport in the other county, in the aircraft, and crashed into a field also in that county and, at the time of his death, the plane owner resided in that county. *Honeywell Int'l, Inc. v. Davis*, No. 01-19-00013-CV, 2020 Tex. App. LEXIS 6711 (Tex. App. Houston 1st Dist. Aug. 20, 2020).

Trial court erred by denying the motion to transfer venue by the aircraft owner's representative and the aircraft servicing company because the decedent's wife and daughter did not put forth prima facie evidence that venue was proper in the county. Thus, venue was not maintainable in the instant county. *Honeywell Int'l, Inc. v. Davis*, No. 01-19-00013-CV, 2020 Tex. App. LEXIS 6711 (Tex. App. Houston 1st Dist. Aug. 20, 2020).

Civil Procedure: Venue: Motions to Transfer: General Overview

Trial court's decision to transfer a case could not serve as grounds for an appeal and could not be reversible error. *Hernandez v. Abraham, Watkins, Nichols, Sorrels & Friend*, 451 S.W.3d 58, 2014 Tex. App. LEXIS 11544 (Tex. App. Houston 14th Dist. Oct. 21, 2014), overruled in part, *In re Houston Specialty Ins. Co.*, 569 S.W.3d 138, 2019 Tex. LEXIS 50 (Tex. 2019).

In a fraud action, the trial court improperly transferred venue to Smith County, Texas, because appellant requested the trial court to transfer venue to the county of her residence, Cass County, Texas; thus, the court had no authority to transfer venue to Smith County. *Belford v. Leonhart*, No. 12-14-00057-CV, 2014 Tex. App. LEXIS 9192 (Tex. App. Tyler Aug. 20, 2014).

Settlement agreement purported to exclude all counties other than Travis County as venues for suit, and so Tex. Civ. Prac. & Rem. Code Ann. § 15.020(c)(1) would apply only if the debtor's suit may be brought in Travis County, which it may not; because Tex. Civ. Prac. & Rem. Code Ann. § 15.002 did not apply to either parties' suits, the law firm was not entitled to a writ of mandamus compelling the trial court to transfer venue to Travis County. .

When appellant developer first filed suit against appellee accounting company for breach of contract and declaratory relief in Dallas County, Texas, the accounting company filed a second suit for an open account in Harris County, Texas, pursuant to the venue selection clause in the agreement; the trial court did not err by denying the developer's motion to transfer. Because the Harris County and Dallas County courts had concurrent jurisdiction, and the developer did not show that the company's choice of Harris County was an improper venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1) or that venue was mandatory in another county under the applicable venue provisions, the developer was not entitled to a transfer to Dallas County based on dominant jurisdiction. *Hiles v. Arnie & Co., P.C.*, 402 S.W.3d 820, 2013 Tex. App. LEXIS 5113 (Tex. App. Houston 14th Dist. Apr. 25, 2013, no pet.).

Venue was properly transferred under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 in a case involving inmate litigation because the claims were based on events that occurred in Newton County, and the pleadings did not establish that the inmate was incarcerated in Wichita County when his alleged causes of action accrued. *Tex. R. Civ. P. 257* did not support the inmate's argument that venue should not have been transferred because the inmate was not seeking a change in venue, and he did not provide any affidavits or unsworn declarations in support of either of his responses to the motions to transfer venue. *Roberts v. Allen*, No. 09-12-00339-CV, 2013 Tex. App. LEXIS 3966 (Tex. App. Beaumont Mar. 28, 2013).

Tex. Civ. Prac. & Rem. Code § 15.002

Venue transfer was proper in a negligence case because there was no probative evidence under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(1) that a substantial part of the events or omissions occurred where suit was filed. *Duff v. Spearman*, 322 S.W.3d 869, 2010 Tex. App. LEXIS 7420 (Tex. App. Beaumont Sept. 9, 2010, no pet.).

Appellate court had to abate an appeal challenging a trial court's denial of appellants' motion to transfer venue where both Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002 and 15.003 arguments were presented to the trial court as grounds for the motion because the trial court's order did not specify the basis for its ruling, and because the appellate court's jurisdiction depended on the basis for that ruling. It was unclear whether the trial court denied the motion because appellees independently established proper venue pursuant to § 15.002 or because they met the joinder requirements pursuant to § 15.003, but if § 15.002 was the basis for the trial court's ruling denying the motion, then the appellate court did not have jurisdiction over the appeal, while, conversely, if § 15.003 was the basis for the trial court's ruling denying the motion, then the appellate court had jurisdiction to hear the interlocutory appeal. *Basic Energy Servs. GP, LLC v. Gomez*, 398 S.W.3d 734, 2010 Tex. App. LEXIS 5455 (Tex. App. San Antonio July 14, 2010, no pet.).

Appellate court was unable to reverse the transfer of venue, because the trial court did not specify its reason for granting the transfer and the trial court could have granted the motion based on convenience, and Tex. Civ. Prac. & Rem. Code Ann. § 15.002(c) expressly precluded the appellate court from reversal if the decision to transfer venue was based on convenience. *Garza v. Terra Nova Ins. Co.*, No. 14-08-00653-CV, 2010 Tex. App. LEXIS 3748 (Tex. App. Houston 14th Dist. May 20, 2010).

Transfer of venue was proper, because Tex. Civ. Prac. & Rem. Code Ann. § 15.002(c) expressly precluded the appellate court from reversal if the decision was based on convenience, and the trial court did not specify in the order its reason for granting the transfer and could have granted the motion based on convenience. *Garza v. Terra Nova Ins. Co.*, No. 14-08-00653-CV, 2010 Tex. App. LEXIS 3748 (Tex. App. Houston 14th Dist. May 20, 2010).

Lengthy delay in requesting a setting for a motion to transfer venue was sufficient to waive the venue objection under Tex. R. Civ. P. 86(1), 87(1) in a contract dispute; alternatively, evidence that the work was performed in the county where suit was filed established proper venue under Tex. R. Civ. P. 87(2)(a), (3)(a) and Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1). *Duran v. Entrust, Inc.*, No. 01-08-00589-CV, 2010 Tex. App. LEXIS 2302 (Tex. App. Houston 1st Dist. Mar. 25, 2010).

Transfer order did not specify the reason for granting the venue transfer; thus, because the trial court could have granted the motion based on convenience under Tex. Civ. Prac. & Rem. Code Ann. § 15.002, the statute precluded reversal of any such ruling. *Garza v. Reed*, No. 14-08-00211-CV, 2009 Tex. App. LEXIS 5288 (Tex. App. Houston 14th Dist. July 7, 2009).

In a challenge to a civil forfeiture proceeding, a trial court did not err by transferring venue in the case because a district attorney showed that all or a substantial part of the events or omissions giving rise to an inmate's claim occurred in a second county, two defendants resided in second county at the time the cause of action, if any, accrued, and the principal offices of all identified defendants were in the second county; since the inmate did not specifically deny any of the sworn venue facts asserted by the district attorney, those venue facts were considered true under Tex. R. Civ. P. 87(3). *Jackson v. Neal*, No. 13-07-00164-CV, 2009 Tex. App. LEXIS 370 (Tex. App. Corpus Christi Jan. 22, 2009).

Motion to transfer venue should have been granted in a case where an insurer was seeking to recover a double payment made to two claimants, even though the same motion had already been denied in a justice court; reliance on Tex. R. Civ. P. 87(5) was improper because the case was considered de novo upon appeal from the justice court, and the county court was not bound by the decisions of the justice court. The claimants did not live in the county where the action was filed, none of the underlying events took place in the county where the action was filed, and the insurer did not deny venue facts supporting venue in another county. *Cramer v. State Farm Mut. Auto. Ins. Co.*, No. 01-08-00270-CV, 2008 Tex. App. LEXIS 8398 (Tex. App. Houston 1st Dist. Nov. 6, 2008).

Mandamus was unavailable to compel a venue transfer under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 because the denial of the transfer was an incidental trial ruling as to which there was an adequate remedy by

Tex. Civ. Prac. & Rem. Code § 15.002

appeal, as contemplated by Tex. Civ. Prac. & Rem. Code Ann. § 15.064, and the exception in Tex. Civ. Prac. & Rem. Code Ann. § 15.0642 for mandatory venue provisions did not apply because the transfer was not sought under a mandatory provision. In re Gibbs, No. 13-08-00134-CV, 2008 Tex. App. LEXIS 2327 (Tex. App. Corpus Christi Apr. 1, 2008).

In a bull owner's breach of contract suit against a buyer, even though venue was proper in both counties at issue under Tex. Civ. Prac. & Rem. Code Ann. § 15.002, because the owner filed suit in a proper venue, the trial court should not have transferred venue. Rothwell v. Parker, No. 10-05-00314-CV, 2006 Tex. App. LEXIS 9386 (Tex. App. Waco Oct. 18, 2006).

Trial court erred in granting a seller's motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a) and Tex. R. Civ. P. 87 where the buyers alleged that they purchased a car from the seller and that the seller later repossessed the car, even though the buyers were current in their car payments, at the buyers' home in the county of suit. Venue was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002. Lynn Smith Chevrolet-Geo, Inc. v. Tidwell, 161 S.W.3d 738, 2005 Tex. App. LEXIS 2224 (Tex. App. Fort Worth Mar. 24, 2005, no pet.).

Venue was proper in the county where plaintiffs filed suit. Substantially all of the activities related to the complaint occurred in the county where the plaintiffs lived and where they filed suit. Gerdes v. Kenamer, 155 S.W.3d 523, 2004 Tex. App. LEXIS 10947 (Tex. App. Corpus Christi Dec. 6, 2004, no pet.).

Transfer of venue in a wrongful death action was improper because venue had been proper in the county where plaintiff sued. The factual basis for maintaining venue in the original county included that it was the county where the accident occurred, where plaintiff's wife died, and where the bid for an allegedly defective semi-tractor was submitted and opened by county representatives. Velasco v. Tex. Kenworth Co., 144 S.W.3d 632, 2004 Tex. App. LEXIS 7356 (Tex. App. Dallas Aug. 17, 2004, no pet.).

When the State seeks injunctive relief concerning a licensing violation, venue is proper in the county of the assisted living facility or in Travis County, Texas, and the trial court's decision to deny a transfer of venue is not grounds for appeal or reversible error; thus, the trial court did not abuse its discretion in denying the assisted living facility and the owner's motion to transfer venue to Brazos County, Texas, where the facility was located. Health Enrichment & Longevity Inst., Inc. v. State, No. 03-03-00578-CV, 2004 Tex. App. LEXIS 6246 (Tex. App. Austin July 15, 2004).

Relators' writ of mandamus was conditionally granted directing the trial court to sustain relators' motion to transfer a second case from Jefferson County to Harris County when the trial court did not have the discretion to make a new judicial determination of venue, because once the Orange County Court ruled on claimants' motion to transfer venue in first case and transferred the case from Orange County to Harris County, Tex. R. Civ. P. 87.5 precluded any rehearing of that ruling on the trial court level and the ruling could be challenged on appeal following trial on the merits. In re Shell Oil Co., 128 S.W.3d 694, 2004 Tex. App. LEXIS 585 (Tex. App. Beaumont Jan. 22, 2004, no pet.).

In an action by an assignee of a vehicle lease, venue was proper in the county where events and omissions occurred that related to the assumption agreements, which were the "real obligations" sued upon; a "substantial part" of the events or omissions giving rise to a claim could occur in more than one county. Frost Nat'l Bank v. L & F Distributions, 122 S.W.3d 922, 2003 Tex. App. LEXIS 10423 (Tex. App. Corpus Christi Dec. 11, 2003), rev'd, 165 S.W.3d 310, 2005 Tex. LEXIS 421 (Tex. 2005).

In a consumer's suit under the Deceptive Trade Practices Act, the court did not err in transferring venue from Dallas County to Kaufman County where no part of the sales transaction took place in Dallas County. Kay v. N. Tex. Rod & Custom, 109 S.W.3d 924, 2003 Tex. App. LEXIS 6249 (Tex. App. Dallas July 18, 2003, no pet.).

In a suit on a sworn account to recover insurance policy and audit premiums, the evidence showed that the agreement between the insured's agent and the insurance manager company required the agent to make payments to the company in Tarrant County and that the insured agreed to pay additional premiums to the company in its Tarrant County office; thus, pursuant to Tex. R. Civ. P. 87(2)(a) and Tex. Civ. Prac. & Rem. Code Ann. §§ 15.063, 15.002(a)(1), and 15.035(a), venue was proper in Tarrant County, and the trial court did not err in denying the

insured's motion to transfer venue. *Mekdessi v. Risc, Inc.*, No. 2-02-169-CV, 2003 Tex. App. LEXIS 2652 (Tex. App. Fort Worth Mar. 27, 2003).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a), as a general rule, all suits must be brought in the county in which all or a substantial part of the events or omissions giving rise to the claim occurred, in the county of the defendant's residence at the time the cause of action accrued if the defendant is a natural person, in the county of defendant's principal office if the defendant is not a natural person, or in the county in which the plaintiff resided when the cause of action accrued. However, under Tex. Civ. Prac. & Rem. Code Ann. § 15.011, venue is mandatory in the county in which all or a part of property is located in actions for recovery of real property or an estate or interest in real property, actions for partition of real property, actions to remove encumbrances from the title to real property, actions for recovery of damages to real property, or actions to quiet title to real property. *Madera Prod. Co. v. Atl. Richfield Co.*, 107 S.W.3d 652, 158 Oil & Gas Rep. 95, 2003 Tex. App. LEXIS 4601 (Tex. App. Texarkana Mar. 13, 2003, no pet.) (Tex. App. Texarkana 2003, pet. denied (in part)).

Where nothing about the insurer's coverage dispute against the insureds was connected in a material way to Milam County (as the accident occurred in Hidalgo county and was settled by the insurer in that county) and any connection between the coverage issues and Milam County was tangential and insubstantial, Milam County was not a county of proper venue and the district court erred in denying the insured's motion to transfer venue because the county of suit, Milam County, was not the site of all or a substantial part of the events giving rise to the lawsuit. *Chiriboga v. State Farm Mut. Auto. Ins. Co.*, 96 S.W.3d 673, 2003 Tex. App. LEXIS 309 (Tex. App. Austin Jan. 16, 2003, no pet.).

While the insurance contract was entered into in the county where the insurer filed its declaratory action, the trial court did not err when it granted motions to transfer venue to the county where the accident occurred, where permission, if any, was given to the insured's employee to drive a company truck, and where the underlying underlying wrongful death lawsuit was heard, and thus, a substantial part of the events giving rise to the declaratory suit occurred in the county where the contract was formed within the meaning of Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a). *Old Am. County Mut. Fire Ins. Co. v. Renfro*, 90 S.W.3d 810, 2002 Tex. App. LEXIS 8447 (Tex. App. Fort Worth Aug. 15, 2002), rev'd, 130 S.W.3d 70, 2004 Tex. LEXIS 113 (Tex. 2004).

Party asserting plea in abatement has the burden of proof to establish the allegations in its plea. On a motion for rehearing in a civil suit, the trial court's decision to deny an insurer's plea in abatement was upheld where the insurer failed to establish that suit was properly commenced in the county that it alleged as having dominant jurisdiction and the insurer did not show that it intended to prosecute that suit. *Southern County Mut. Ins. Co. v. Ochoa*, 19 S.W.3d 452, 2000 Tex. App. LEXIS 3127 (Tex. App. Corpus Christi May 11, 2000, no pet.).

Merely filing a petition does not fulfill the requirement of commencement of a suit for the purposes of abatement. Thus, on a motion for rehearing in a civil suit, the trial court's decision to deny an insurer's plea in abatement was upheld where the insurer's petition explicitly directed that no issuance of service of citation be made to any defendant and the insurer had filed a similar declaratory judgment action in the county that the insurer alleged as having dominant jurisdiction, which was dismissed for want of prosecution. *Southern County Mut. Ins. Co. v. Ochoa*, 19 S.W.3d 452, 2000 Tex. App. LEXIS 3127 (Tex. App. Corpus Christi May 11, 2000, no pet.).

In order to establish that another county has dominant jurisdiction, a movant is required to allege and prove the following: (1) the other county suit was commenced first; (2) it was still pending; (3) the same parties were involved; and (4) the controversies were the same; however, the other county will not have dominant jurisdiction if the parties in the other county lawsuit lack intent to prosecute that action. Thus, on a motion for rehearing in a civil suit, the trial court's decision to deny an insurer's plea in abatement was again upheld where the insurer failed to establish that suit was properly commenced in the county that it alleged as having dominant jurisdiction and the insurer did not show that it intended to prosecute that suit. *Southern County Mut. Ins. Co. v. Ochoa*, 19 S.W.3d 452, 2000 Tex. App. LEXIS 3127 (Tex. App. Corpus Christi May 11, 2000, no pet.).

Appellate court reviews a trial court's action in granting or denying a plea in abatement using an abuse of discretion standard. Thus, on a motion for rehearing in a civil suit, the trial court's decision to deny an insurer's plea in

abatement was reviewed under this standard and again upheld because the insurer failed to establish that suit was properly commenced in the county that it alleged as having dominant jurisdiction, and the insurer did not show that it intended to prosecute that suit. *Southern County Mut. Ins. Co. v. Ochoa*, 19 S.W.3d 452, 2000 Tex. App. LEXIS 3127 (Tex. App. Corpus Christi May 11, 2000, no pet.).

Pursuant to former Tex. Rev. Civ. Stat. Ann. art. 1995, § 4, venue in suit by the mortgagee bank against the mortgagor and the insurer of the mortgaged truck, wherein the bank sought to recover the insurance proceeds after the truck was damaged by fire, was properly in the mortgagor's county of residence because the mortgagor resided in the county of suit, the insurer was a proper party to the suit against mortgagor, as the resident defendant, the bank had a cause of action against the mortgagor, as the resident defendant, and the truck was damaged in the county of suit. 552 S.W.2d 855, 1977 Tex. App. LEXIS 3089.

In a personal injury action, the lower court erred when it granted corporation's plea of privilege under former Tex. Rev. Civ. Stat. Ann. art. 1995 (now Tex. Civ. Prac. & Rem. Code Ann. § 15.002) because the corporation had waived its challenge to venue by invoking jurisdiction as to the merits of the case when it filed a motion for summary judgment. *Kohut v. Mrs. Baird's Bakeries, Inc.*, 478 S.W.2d 139, 1972 Tex. App. LEXIS 2594 (Tex. Civ. App. Houston 14th Dist. Mar. 15, 1972, no writ).

Court affirmed the trial court's denial of defendant non-resident company's plea of privilege to be sued in its county of residence by plaintiff spreader user; the court held that user's choice of venue was proper because the suit was brought where two defendants resided, where the negligence occurred that caused plaintiff user's injury, and where the cause of action arose. 1967 Tex. App. LEXIS 2408.

Because plaintiff bank's suit to recover upon dishonored bank drafts against defendant resident individual was intimately tied to its suit against defendant corporation, venue was proper in plaintiff's county of residence under Tex. Rev. Civ. Stat. Ann. § 1995(4). *Associates Inv. Co. v. First Nat'l Bank*, 381 S.W.2d 717, 1964 Tex. App. LEXIS 2768 (Tex. Civ. App. Texarkana Aug. 4, 1964, writ dismissed).

In a suit by plaintiff widow, who alleged that defendant physician had committed a trespass by performing a wrongful and unauthorized autopsy on her husband's body, venue was proper under former Tex. Rev. Civ. Stat. Ann. art. 1995, § 9, in the county in which the autopsy was performed rather than in defendant's county of residence. *Terrill v. Harbin*, 376 S.W.2d 945, 1964 Tex. App. LEXIS 2049 (Tex. Civ. App. Eastland Mar. 20, 1964, pet. dismissed w.o.j.).

Civil Procedure: Venue: Motions to Transfer: Choice of Forum

Venue was improper in the county where a subcontractor sued a general contractor for breach of contract because there was no evidence that the general contractor had a principal office in the county and no probative evidence that acts or omissions giving rise to the subcontractor's claim occurred in the county. Remand was necessary because there was no evidence that the general contractor had a principal office in the county in which it sought to transfer the suit even though it had a registered office for service of process in the county. *Ken-Do Contr., L.P. v. F.A. Brown's Constr., L.L.C.*, No. 05-16-00373-CV, 2017 Tex. App. LEXIS 7434 (Tex. App. Dallas Aug. 7, 2017).

Venue for homeowners' suit against a developer was not proper in Hidalgo County because the owners failed to establish a link between the developer's presentations to them in Hidalgo and the essential elements of their misrepresentation claims; therefore, venue was ordered transferred to the county of the developer's office. *Double Diamond-Delaware, Inc. v. Alfonso*, 487 S.W.3d 265, 2016 Tex. App. LEXIS 349 (Tex. App. Corpus Christi Jan. 14, 2016), reh'g denied, No. 13-14-00324-CV, 2016 Tex. App. LEXIS 4570 (Tex. App. Corpus Christi Mar. 1, 2016).

With respect to the claims against the medical provider, venue was proper in Jefferson County and could not be transferred to Harris County where defendant did not show the absence of a substantial part of the events occurred in Jefferson County. *Brown v. Health & Med. Practice Assocs.*, No. 09-13-00192-CV, 2013 Tex. App. LEXIS 12924 (Tex. App. Beaumont Oct. 17, 2013).

Events in Dallas County relating to offer and acceptance compromised a substantial part of the event or omissions giving rise to the company's breach of contract claim; thus, venue was proper in Dallas County. *Kishor v. TXU Energy Retail Co., LLC*, No. 05-10-01496-CV, 2011 Tex. App. LEXIS 9147 (Tex. App. Dallas Nov. 17, 2011).

Venue was improperly transferred in a case alleging fraud and other causes of action because evidence that a company based in San Antonio, Texas, was suing over misrepresentations in that city and a failure to provide services ordered from that city, including ads that were to run in San Antonio, was sufficient to support venue in Bexar County under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1). *Moveforfree.com, Inc. v. David Hetrick, Inc.*, 288 S.W.3d 539, 2009 Tex. App. LEXIS 3720 (Tex. App. Houston 14th Dist. May 21, 2009, no pet.).

Where the decedent's family sued the joint owner of the decedent's company in one county, and the owner sued the family in a different county, the first county court properly granted the family an anti-suit injunction under Tex. Civ. Prac. & Rem. Code Ann. § 65.011(2) as the first county acquired dominant jurisdiction. *Henry v. McMichael* (In re Henry), 274 S.W.3d 185, 2008 Tex. App. LEXIS 7334 (Tex. App. Houston 1st Dist. Oct. 2, 2008, no pet.).

In suit alleging, inter alia, breach of contract and fraud, venue was proper in county that employees, who were the plaintiffs, chose because a substantial part of the events that led to the suit occurred in that county, even though the corporation, who was the employer, alleged that the employees' contacts with that county came about for the employees' convenience. *Siemens Corp. v. Bartek*, No. 03-04-00613-CV, 24 I.E.R. Cas. (BNA) 1080, 2006 Tex. App. LEXIS 3533 (Tex. App. Austin Apr. 28, 2006).

Because the company and its employee did not specifically deny that the estate administrator was a resident of Rusk County, this venue fact was taken as true, and appellants did not base their motion to transfer on grounds that an impartial trial could not be had in Rusk County or on an established ground of mandatory venue, and therefore, venue was proper in Rusk County; because appellees' claims against the administrator and appellants arose out of the same transaction, occurrence, or series of transactions or occurrences, venue in Rusk County was also established as to appellants. *UPS Ground Freight, Inc. v. Trotter*, No. 12-19-00135-CV, 2019 Tex. App. LEXIS 10375 (Tex. App. Tyler Nov. 27, 2019), reh'g denied, op. withdrawn, sub. op., No. 12-19-00135-CV, 2020 Tex. App. LEXIS 1127 (Tex. App. Tyler Feb. 10, 2020).

Civil Procedure: Venue: Motions to Transfer: Convenience of Parties

Mandamus was not available to review an order denying a discretionary transfer of a river authority's expedited declaratory claims regarding the validity of water rates and contracts. A request to provide appellate guidance did not avoid the proscription of review. *City of Conroe v. Paxton*, 559 S.W.3d 656, 2018 Tex. App. LEXIS 7268 (Tex. App. Austin Aug. 31, 2018), rev'd, in part, 602 S.W.3d 444, 2020 Tex. LEXIS 253 (Tex. 2020).

Where a motion to transfer a case referenced Tex. Civ. Prac. & Rem. Code Ann. § 15.002(b), and a trial court did not state upon which ground it relied in ordering a transfer, an appellate court was prohibited from reviewing the order under § 15.002(c). *Davis v. Hendrick Autoguard, Inc.*, 294 S.W.3d 835, 2009 Tex. App. LEXIS 6653 (Tex. App. Dallas Aug. 25, 2009, no pet.).

In a case alleging product liability, an appellate court was unable to review a transfer of venue because a request was made for a transfer based on the convenience of the parties under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(b), and the trial court did not state its reasons for making its decision. *Jones v. Pioneer/Eclipse Corp.*, No. 05-08-00446-CV, 2009 Tex. App. LEXIS 4297 (Tex. App. Dallas May 20, 2009).

Court's ruling or decision to grant a transfer of venue for the convenience of the parties was not grounds for appeal or mandamus and was not reversible error when both parties agreed to the transfer. 2017 Tex. App. LEXIS 10725.

Civil Procedure: Venue: Motions to Transfer: Interests of Justice

Mandamus was not available to review an order denying a discretionary transfer of a river authority's expedited declaratory claims regarding the validity of water rates and contracts. A request to provide appellate guidance did not avoid the proscription of review. *City of Conroe v. Paxton*, 559 S.W.3d 656, 2018 Tex. App. LEXIS 7268 (Tex. App. Austin Aug. 31, 2018), rev'd, in part, 602 S.W.3d 444, 2020 Tex. LEXIS 253 (Tex. 2020).

Civil Procedure: Venue: Multiparty Litigation

In a suit by multiple appellees to recover money appellants misappropriated, the trial court properly denied appellants' motion to transfer venue because the events alleged to have occurred in the county of suit, which included that it was the location for the meeting at which appellants' alleged material misrepresentation was made, constituted a substantial part of the events giving rise to appellees' fraud claim, and each appellee had therefore established proper venue against appellants in the county of suit as to that claim; further, because appellees' remaining claims arose from the same series of transactions or occurrences, the trial court had venue to determine all of appellees' claims. *Pellegrini v. Six Pines Exploration, LLC*, No. 03-18-00774-CV, 2019 Tex. App. LEXIS 10133 (Tex. App. Austin Nov. 22, 2019).

In a personal injury and wrongful death case, venue was proper in Midland County, Texas because a vehicle provider maintained its principal office there; moreover, the accident that was the basis of the lawsuit occurred there. Because venue was proper in Midland County for the vehicle provider, it was also proper there for a railroad. *Union Pac. R.R. Co. v. Stouffer*, 420 S.W.3d 233, 2013 Tex. App. LEXIS 15358 (Tex. App. Dallas Dec. 19, 2013), reh'g denied, No. 05-13-01224-CV, 2014 Tex. App. LEXIS 1737 (Tex. App. Dallas Jan. 22, 2014).

With respect to the claims against the medical provider, venue was proper in Jefferson County and could not be transferred to Harris County where defendant did not show the absence of a substantial part of the events occurred in Jefferson County. *Brown v. Health & Med. Practice Assocs.*, No. 09-13-00192-CV, 2013 Tex. App. LEXIS 12924 (Tex. App. Beaumont Oct. 17, 2013).

Trial court erred under Tex. Civ. Prac. & Rem. Code Ann. § 15.003 in finding that each plaintiff in a multi-plaintiff lawsuit had independently established proper venue in Orange County, Texas, where plaintiffs alleged that one defendant had a principal place of business in Orange County, because although plaintiffs stated in their response to defendants' motions to transfer venue that their claims arose out of the same transaction, occurrence, or series of transactions or occurrences because plaintiffs suffered from indivisible injuries, plaintiffs neither pled facts nor offered any prima facie proof supporting that contention as required by Tex. R. Civ. P. 87; because those venue facts were not pled in plaintiffs' original petition, plaintiffs could not rely upon that as a basis for the trial court's exercise of venue. *Crown Cent. LLC v. Anderson*, 239 S.W.3d 385, 2007 Tex. App. LEXIS 8123 (Tex. App. Beaumont Oct. 11, 2007, no pet.).

Trial court erred in finding that each plaintiff in a multi-plaintiff lawsuit had independently established proper venue in Orange County, Texas, where plaintiffs had not pled or relied upon any of the factors set forth in Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) to support venue, and where all but two defendants specifically denied plaintiffs' allegation that all or a substantial part of the events giving rise to plaintiffs' cause of action occurred in Orange County, Texas; therefore, plaintiffs failed to meet their burden to establish venue based on that venue allegation pursuant to Tex. R. Civ. P. 87, and venue thus was not proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1) as to those defendants who specifically denied the venue allegations. *Crown Cent. LLC v. Anderson*, 239 S.W.3d 385, 2007 Tex. App. LEXIS 8123 (Tex. App. Beaumont Oct. 11, 2007, no pet.).

Trial court erred in dismissing under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(b) a lessee's breach of contract suit against a lessor based on an imaging equipment lease agreement's forum selection clause where the agreement was incomplete because the instruments were not dated, the equipment was not described as required, and there was no final invoice indicating either the equipment being purchased or the price of such equipment and any attendant financing charge and thus was, at best, an executory contract. Because the agreement was executory, its forum selection clause was unenforceable, and the lessee was harmed by the dismissal of its lawsuit, which was properly filed in a court of competent jurisdiction and in a proper venue, pursuant to Tex. Gov't Code

Tex. Civ. Prac. & Rem. Code § 15.002

Ann. §§ 24.007, 24.008 and Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(4). *Brownsville Advanced Med. Imaging, L.P. v. Capitalwerks, LLC*, No. 13-04-419-CV, 2005 Tex. App. LEXIS 6360 (Tex. App. Corpus Christi Aug. 11, 2005).

Where contractors sued a construction company for breach of an oral contract after a payment dispute arose, venue was proper in Lamar County, Texas, where the parties agreed that payment would be made. *KW Constr. v. Stephens & Sons Concrete Contrs., Inc.*, 165 S.W.3d 874, 2005 Tex. App. LEXIS 4336 (Tex. App. Texarkana June 8, 2005, no pet.).

Trial court erred in granting a seller's motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a) and Tex. R. Civ. P. 87 where the buyers alleged that they purchased a car from the seller and that the seller later repossessed the car, even though the buyers were current in their car payments, at the buyers' home in the county of suit. Venue was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002. *Lynn Smith Chevrolet-Geo, Inc. v. Tidwell*, 161 S.W.3d 738, 2005 Tex. App. LEXIS 2224 (Tex. App. Fort Worth Mar. 24, 2005, no pet.).

Hidalgo County, Texas, probate court's transfer order actively interfered with the Harris County, Texas, district court's jurisdiction and mandamus relief did not obviate the need for an injunction prohibiting the widow from proceeding with the wrongful death and survival claims in Hidalgo County. *In re Reliant Energy, Inc.*, 159 S.W.3d 624, 2005 Tex. LEXIS 210 (Tex. 2005).

In a law firm's action to collect attorney fees, venue was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1) because the legal services at issue were rendered in the county where the action was brought; thus, all or a substantial part of the events giving rise to the suit occurred there. *Stockton v. Cotton Bledsoe Tighe & Dawson, P.C.*, No. 09-03-586 CV, 2005 Tex. App. LEXIS 241 (Tex. App. Beaumont Jan. 13, 2005).

In a declaratory action brought by an insurance company to determine whether it engaged in the unauthorized practice of law when it used internal staff attorneys to defend its insureds, venue was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1) because the staff attorneys' acts had occurred in the county where the action was filed. *Unauthorized Practice of Law Comm. v. Nationwide Mut. Ins. Co.*, 155 S.W.3d 590, 2004 Tex. App. LEXIS 11004 (Tex. App. San Antonio Dec. 8, 2004), reh'g denied, No. 04-04-00184-CV, 2005 Tex. App. LEXIS 1740 (Tex. App. San Antonio Jan. 14, 2005).

In a natural gas suit, venue was proper where the primary purpose of the suit was to remove an encumbrance on and prevent irreparable damage to a leaseholder's interest which would be caused by the shut-in of production, and in order to maintain its action and prevent damage to its leasehold interest, the leaseholder expressly sought and obtained a declaration that the company owned an interest in the facility and was liable for the payment of expenses. *N. Natural Gas Co. v. Chisos J. V. I.*, 142 S.W.3d 447, 169 Oil & Gas Rep. 324, 2004 Tex. App. LEXIS 5991 (Tex. App. El Paso July 1, 2004, no pet.).

Trial court did not err in requiring a case brought by the state against an assisted living center to be tried in Travis County rather than the county in which the center was located. *Health Enrichment & Longevity Inst., Inc. v. State*, No. 03-03-00578-CV, 2004 Tex. App. LEXIS 5094 (Tex. App. Austin June 10, 2004), op. withdrawn, sub. op., No. 03-03-00578-CV, 2004 Tex. App. LEXIS 6246 (Tex. App. Austin July 15, 2004).

Issue was one of venue, not of multiple- or intervening-plaintiff joinder, where the same individuals sued hospitals from two different counties for survival and wrongful death arising from the same series of events. The venue determination was not reviewable, however, as the court of appeals does not have jurisdiction over an interlocutory appeal from a venue determination. *Centerpoint Energy Houston Elec., L.L.C. v. Brunkenhoefer*, No. 09-03-492 CV, 2004 Tex. App. LEXIS 1497 (Tex. App. Beaumont Feb. 12, 2004).

When a trial court's order does not necessarily determine an intervention or joinder issue under former Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), but instead determines the propriety of venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.002, interlocutory appeal is unavailable and neither the court of appeals nor the Supreme Court of Texas can review the propriety of the trial court's venue decision. *Mobil Oil Corp. v. Shores*, 128 S.W.3d 718, 166 Oil & Gas Rep. 618, 2004 Tex. App. LEXIS 902 (Tex. App. Fort Worth Jan. 29, 2004, no pet.).

Tex. Civ. Prac. & Rem. Code § 15.002

Wisconsin resident's motion to intervene in a Texas action alleging the loss of attorney trust account funds filed against a Washington, D.C. attorney and law firm was stricken where the intervenor failed to prove venue; the order was affirmed on appeal where the Wisconsin resident failed to establish venue requirements based on the residency of the defendants or the place where the events arose giving rise to the suit. *Ramirez v. Collier, Shannon, Scott, PLLC*, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003, no pet.).

Declaratory judgment action seeking a determination of whether a railroad was required to reveal the contents of a contract by which the railroad sold outdoor sign permits to a party who subsequently purchased land from the railroad and claimed that it was owed money by another party who had constructed billboards on the land under the permits concerned the contract for the sale of the permits and did not concern the land itself; therefore, the railroad could bring the action under the general venue provisions of Tex. Civ. Prac. & Rem. Code Ann. § 15.002, and was not limited by the specific venue provisions of Tex. Civ. Prac. & Rem. Code Ann. § 15.011 relating to actions concerning real property. *Karen Corp. v. Burlington Northern & Santa Fe Ry.*, 107 S.W.3d 118, 2003 Tex. App. LEXIS 3591 (Tex. App. Fort Worth Apr. 24, 2003, no pet.).

In order to fall within the parameters of Tex. Civ. Prac. & Rem. Code Ann. § 15.002(c), that is, in order to be exempt from appellate review, a venue order must expressly state that the cause is not transferred for the convenience of the parties under § 15.002(b), or the record must contain express findings of fact in accordance with § 15.002(b). *Garcia v. Garza*, 70 S.W.3d 362, 2002 Tex. App. LEXIS 1514 (Tex. App. Corpus Christi Feb. 28, 2002), rev'd, 137 S.W.3d 36, 2004 Tex. LEXIS 442 (Tex. 2004).

In a personal injury suit, transfer of venue under Tex. Civ. Prac. & Rem. Code § 15.002(b) was improper where the injured individual had filed suit in the county where the alleged tortfeasor lived and the injured individual provided prima facie evidence of the employee's residence. *Garcia v. Garza*, 70 S.W.3d 362, 2002 Tex. App. LEXIS 1514 (Tex. App. Corpus Christi Feb. 28, 2002), rev'd, 137 S.W.3d 36, 2004 Tex. LEXIS 442 (Tex. 2004).

Where doctor treated patient in a particular county, and it was the only county in which all or a substantial part of the events or omissions giving rise to the claim occurred, county was proper venue for claim doctor was a resident and his office was located there, and patient and spouse were also residents. *Eddins v. Parker*, 63 S.W.3d 15, 2001 Tex. App. LEXIS 5709 (Tex. App. El Paso June 14, 2001, no pet.).

Because the phrase "in the county" has persisted throughout several revisions of Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a), as have interpretations acknowledging a plaintiff's ability to have many residences and locations that could generate venue, the court was able to consider all relevant locations, including the county in which the judgment giving rise to the instant action was issued. *Southern County Mut. Ins. Co. v. Ochoa*, 19 S.W.3d 452, 2000 Tex. App. LEXIS 1482 (Tex. App. Corpus Christi Mar. 2, 2000, no pet.).

Where declaratory and injunctive relief was requested, the state supreme court upheld the lower court denial of a motion to transfer litigation; jurisdiction was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1) in the county where a substantial part of the dispute was located. *In re Continental Airlines, Inc.*, 988 S.W.2d 733, 1998 Tex. LEXIS 150 (Tex. 1998).

Pursuant to former Tex. Rev. Civ. Stat. Ann. art. 1995, § 4, persons injured by a butane tank trailer that overturned and exploded properly sued both manufacturer of the trailer and the estate of the driver of the truck in the county where the administrator of driver's estate resided. *Lubbock Mfg. Co. v. Manuela De Jesus De Garza*, 560 S.W.2d 463, 1977 Tex. App. LEXIS 3612 (Tex. Civ. App. El Paso Nov. 28, 1977, no writ).

In an action by a credit corporation against guarantors, venue was proper against one of the guarantors because there were multiple defendants in the action brought by credit corporation and at least one defendant against whom the credit corporation had a valid claim resided in the county where the suit was instituted. *Nichols v. International Harvester Credit Corp.*, 533 S.W.2d 896, 1976 Tex. App. LEXIS 2510 (Tex. Civ. App. San Antonio Feb. 18, 1976, no writ).

In a civil action, a store's plea of privilege was granted because a customer was not able to show that venue was proper in a county other than store's resident county in her action for personal injuries resulting from an incident

with a chair sold by store. *White Stores, Inc. v. Fielding*, 533 S.W.2d 431, 1976 Tex. App. LEXIS 2438 (Tex. Civ. App. Corpus Christi Jan. 30, 1976, no writ).

Plaintiff could not defeat defendant's claim of privilege to be sued in another county because plaintiff failed to prove a bona fide cause of action in negligence against a defendant residing in the county of suit, the action against the non-resident defendant and the resident defendant was neither joint and several nor an action of the same nature against both defendants, and venue was proper in the county where the negligent act or omission, not the harm, occurred. *Main Bank of Houston v. Davy Crockett Inn, Inc.*, 531 S.W.2d 388, 18 U.C.C. Rep. Serv. (CBC) 1021, 1975 Tex. App. LEXIS 3342 (Tex. Civ. App. Austin Dec. 10, 1975, no writ).

In an action seeking a declaratory judgment regarding the rights of parties under two cotton crop contracts, because the Declaratory Judgment Act did not fix venue, the general venue statute applied, and plaintiff had the burden to plead and prove that the case came within one of the statutory exceptions. *H. Molsen & Co. v. Harp & Lovelace*, 516 S.W.2d 433, 1974 Tex. App. LEXIS 2758 (Tex. Civ. App. Amarillo Nov. 4, 1974, no writ).

Evidence that a truck involved in a collision bore corporation's name and insignia was sufficient to give rise to the inferences that it owned the truck and that the operator was its employee, who was acting within the scope of his employment, supporting the determination of venue. *Pilgrim Indus., Inc. v. Jones*, 503 S.W.2d 861, 1973 Tex. App. LEXIS 2967 (Tex. Civ. App. Texarkana 1973, no writ).

In a slip and fall case, the customer failed to discharge the burden required of her to hold venue in the county of defendant department store's domicile, as required by former Tex. Rev. Civ. Stat. Ann. art. 1995 (now Tex. Civ. Prac. & Rem. Code Ann. § 15.002); the appellate court noted that defendant's right to be sued in the county of his domicile was an invaluable right and this right should be vitiated only when the evidence clearly supported the maintenance of venue in some other county. *Beall Bros. v. Benton*, 478 S.W.2d 157, 1972 Tex. App. LEXIS 2592 (Tex. Civ. App. Tyler Mar. 9, 1972, no writ).

In construction company's suit against insurer to recover the balance due under a construction contract, venue was improper where suit was not commenced in county wherein the construction was performed. *Pennsylvania Ins. Co. v. Storbeck & Gregory*, 391 S.W.2d 811, 1965 Tex. App. LEXIS 2791 (Tex. Civ. App. Fort Worth May 28, 1965, no writ).

In an accident victim's negligence action against the employer for an accident which occurred in Kaufman County, where the accident victim and the employer were residents of Dallas County and the employer's employee was a resident of Kaufman County, venue in Kaufman County was proper. *Pittsburgh Plate Glass Co. v. Bragg*, 383 S.W.2d 623, 1964 Tex. App. LEXIS 2305 (Tex. Civ. App. Dallas Oct. 30, 1964, pet. dism'd w.o.j.).

In an action by a gravel hauler to collect a debt for gravel delivered to a ranch, the non-resident ranch owner's plea of privilege was sustained because the gravel hauler failed to prove that the resident ranch manager's promise to pay the debt was outside the statute of frauds, without an enforceable claim against the resident manager, venue did not lie against the non-resident ranch owner. *Faver v. Leonard*, 383 S.W.2d 201, 1964 Tex. App. LEXIS 2268 (Tex. Civ. App. Tyler Oct. 15, 1964, no writ).

For venue to be proper, plaintiffs had to show either a joint-cause of action against the corporations and the resident cross-defendants, or one so intimately connected with the resident cross-defendants that the corporations could be joined in the action under the rule intended to avoid multiplicity of suits, and because plaintiffs failed to show a cause of action, they did not show either basis for venue. *Currie v. Mohasco Industries, Inc.*, 371 S.W.2d 771, 1963 Tex. App. LEXIS 1737 (Tex. Civ. App. Houston 1st Dist. Oct. 17, 1963, no writ).

Carriers' anti-trust action against resident agents was substantiated by evidence that competing carriers' applications to purchase certificates were filed in close proximity and form to comply with the larger carrier's by-laws; appellee carriers' properly established venue under former Tex. Rev. Civ. Stat. art. 1995, § 4, 29a (now Tex. Civ. Prac. & Rem. Code Ann. § 15.002). *Whitener Transfer & Storage, Inc. v. General Moving & Storage, Inc.*, 364 S.W.2d 277, 1963 Tex. App. LEXIS 1540 (Tex. Civ. App. Austin Jan. 16, 1963, pet. dism'd w.o.j.).

Civil Procedure: Venue: Special Venue

Asset purchase agreement providing for exclusive jurisdiction and venue in either Tarrant County or the United States District Court for the Northern District of Texas and involving more than one million dollars allowed the sellers to enforce mandatory venue in Tarrant County under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(a), (b), by way of mandamus as provided in Tex. Civ. Prac. & Rem. Code Ann. § 15.0642; the buyers' permissive venue choice under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 had to yield to mandatory venue under § 15.020 because joinder was proper within the meaning of Tex. Civ. Prac. & Rem. Code Ann. §§ 15.003, 15.004, 15.005. In *re R.R. Repair & Maint., Inc.*, No. 05-09-01035-CV, 2009 Tex. App. LEXIS 8404 (Tex. App. Dallas Nov. 2, 2009).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, mandamus was proper to require a trial judge to transfer venue of a suit seeking in part to impose a constructive trust on real property to the county where the real property lay under the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.011. The mandatory venue provision controlled over the general venue provision, Tex. Civ. Prac. & Rem. Code Ann. § 15.002, as required by Tex. Civ. Prac. & Rem. Code Ann. § 15.004. In *re Lemons*, 281 S.W.3d 643, 2009 Tex. App. LEXIS 1574 (Tex. App. Tyler Mar. 4, 2009), dismissed, No. 12-08-00419-CV, 2009 Tex. App. LEXIS 1740 (Tex. App. Tyler Mar. 11, 2009).

Because a property owner's claims seeking the release of an invalid *lis pendens* were based on the ownership rights to a real property interest, venue was mandatory in the county where the property was located, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.011, not where the alleged acts and omissions took place pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a). *Airvantage, L.L.C. v. Tban Props. # 1*, L.T.D., 269 S.W.3d 254, 2008 Tex. App. LEXIS 8265 (Tex. App. Dallas Nov. 3, 2008, no pet.).

Where an administrator filed identical wrongful death suits in a probate court of one county (where venue was not proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002) and a district court of another county (where venue was proper), the latter court erred by denying defendant's request for an anti-suit injunction because otherwise defendant could have been required to defend both actions. *Gonzalez v. Reliant Energy, Inc.*, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Tex. Civ. Prac. & Rem. Code Ann. § 15.007 prohibited the Hidalgo County Probate Court from transferring, over defendant's objection, a wrongful death suit filed in Harris County District Court (where defendant had its principal office) to the probate court, because under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a), venue was proper in Harris County but not Hidalgo County (the residence of the decedent, the administrator, and their children). *Gonzalez v. Reliant Energy, Inc.*, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Declaratory judgment action seeking a determination of whether a railroad was required to reveal the contents of a contract by which the railroad sold outdoor sign permits to a party who subsequently purchased land from the railroad and claimed that it was owed money by another party who had constructed billboards on the land under the permits concerned the contract for the sale of the permits and did not concern the land itself; therefore, the railroad could bring the action under the general venue provisions of Tex. Civ. Prac. & Rem. Code Ann. § 15.002, and was not limited by the specific venue provisions of Tex. Civ. Prac. & Rem. Code Ann. § 15.011 relating to actions concerning real property. *Karen Corp. v. Burlington Northern & Santa Fe Ry.*, 107 S.W.3d 118, 2003 Tex. App. LEXIS 3591 (Tex. App. Fort Worth Apr. 24, 2003, no pet.).

Lease contractually set venue in Tarrant County and plaintiff's claims centered on a company's failure to appropriately discharge its payment obligations either through underpayments based on accounting practices or based on defendants' interrelated contractual agreements; defendants established permissive venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.035 based on the company's contractual obligation to remit payment to plaintiff in Tarrant County, and these facts also established general, permissive venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1). *Devon Energy Corp. v. Iona Energy, L.P.*, No. 02-19-00343-CV, 2020 Tex. App. LEXIS 210 (Tex. App. Fort Worth Jan. 9, 2020).

Civil Procedure: Federal & State Interrelationships: Choice of Law: General Overview

Insured that was incorporated in Nevada could not be considered an inhabitant of Texas for purposes of Tex. Ins. Code Ann. art. 21.42. Cases cited by the insurers that equated “inhabitant” and “resident” were distinguishable in that they interpreted venue statutes, and, unlike the current venue rules, the older statutes used the term “inhabitant.” *Reddy Ice Corp. v. Travelers Lloyds Ins. Co.*, 145 S.W.3d 337, 2004 Tex. App. LEXIS 7564 (Tex. App. Houston 14th Dist. Aug. 24, 2004, no pet.).

Civil Procedure: Pleading & Practice: Defenses, Demurrers & Objections: Waiver & Preservation

A defendant's objections to a plaintiff's choice of venue can be waived. *Champion v. Estlow*, 456 S.W.3d 363, 2015 Tex. App. LEXIS 1004 (Tex. App. Austin Feb. 4, 2015, no pet.).

Trial court reasonably could have denied abatement of an accounting firm's suit against a client, although the client first filed a breach of contract suit against the firm in another county, based on resolving inequitable conduct issues against the client where venue was proper in both counties under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1). *Hiles v. Arnie & Co., P.C.*, No. 14-12-00088-CV, 2013 Tex. App. LEXIS 2675 (Tex. App. Houston 14th Dist. Mar. 14, 2013), op. withdrawn, sub. op., reh'g denied, 402 S.W.3d 820, 2013 Tex. App. LEXIS 5113 (Tex. App. Houston 14th Dist. Apr. 25, 2013).

Party asserting plea in abatement has the burden of proof to establish the allegations in its plea. On a motion for rehearing in a civil suit, the trial court's decision to deny an insurer's plea in abatement was upheld where the insurer failed to establish that suit was properly commenced in the county that it alleged as having dominant jurisdiction and the insurer did not show that it intended to prosecute that suit. *Southern County Mut. Ins. Co. v. Ochoa*, 19 S.W.3d 452, 2000 Tex. App. LEXIS 3127 (Tex. App. Corpus Christi May 11, 2000, no pet.).

Merely filing a petition does not fulfill the requirement of commencement of a suit for the purposes of abatement. Thus, on a motion for rehearing in a civil suit, the trial court's decision to deny an insurer's plea in abatement was upheld where the insurer's petition explicitly directed that no issuance of service of citation be made to any defendant and the insurer had filed a similar declaratory judgment action in the county that the insurer alleged as having dominant jurisdiction, which was dismissed for want of prosecution. *Southern County Mut. Ins. Co. v. Ochoa*, 19 S.W.3d 452, 2000 Tex. App. LEXIS 3127 (Tex. App. Corpus Christi May 11, 2000, no pet.).

In order to establish that another county has dominant jurisdiction, a movant is required to allege and prove the following: (1) the other county suit was commenced first; (2) it was still pending; (3) the same parties were involved; and (4) the controversies were the same; however, the other county will not have dominant jurisdiction if the parties in the other county lawsuit lack intent to prosecute that action. Thus, on a motion for rehearing in a civil suit, the trial court's decision to deny an insurer's plea in abatement was again upheld where the insurer failed to establish that suit was properly commenced in the county that it alleged as having dominant jurisdiction and the insurer did not show that it intended to prosecute that suit. *Southern County Mut. Ins. Co. v. Ochoa*, 19 S.W.3d 452, 2000 Tex. App. LEXIS 3127 (Tex. App. Corpus Christi May 11, 2000, no pet.).

Appellate court reviews a trial court's action in granting or denying a plea in abatement using an abuse of discretion standard. Thus, on a motion for rehearing in a civil suit, the trial court's decision to deny an insurer's plea in abatement was reviewed under this standard and again upheld because the insurer failed to establish that suit was properly commenced in the county that it alleged as having dominant jurisdiction, and the insurer did not show that it intended to prosecute that suit. *Southern County Mut. Ins. Co. v. Ochoa*, 19 S.W.3d 452, 2000 Tex. App. LEXIS 3127 (Tex. App. Corpus Christi May 11, 2000, no pet.).

Civil Procedure: Pleading & Practice: Service of Process: General Overview

Merely filing a petition does not fulfill the requirement of commencement of a suit for the purposes of abatement. Thus, on a motion for rehearing in a civil suit, the trial court's decision to deny an insurer's plea in abatement was

upheld where the insurer's petition explicitly directed that no issuance of service of citation be made to any defendant and the insurer had filed a similar declaratory judgment action in the county that the insurer alleged as having dominant jurisdiction, which was dismissed for want of prosecution. *Southern County Mut. Ins. Co. v. Ochoa*, 19 S.W.3d 452, 2000 Tex. App. LEXIS 3127 (Tex. App. Corpus Christi May 11, 2000, no pet.).

Civil Procedure: Parties

In plaintiff's suit against an energy company for breach of contract and for an accounting, venue was proper in Harris County, Texas, under the general venue statute, because it was the company's principal place of business; however, when the energy company joined third parties by filing a claim against them for declaratory judgment regarding the apportionment of the royalty interests, the third-party-venue provision became controlling over the general venue statute. The third-party-venue provision honored the general rule that the plaintiff makes the first choice of appropriate venue. *Perryman v. Spartan Tex. Six Capital Partners, Ltd.*, 546 S.W.3d 110, 2018 Tex. LEXIS 350 (Tex. 2018).

Civil Procedure: Parties: Intervention: General Overview

When a trial court's order does not necessarily determine an intervention or joinder issue under former Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), but instead determines the propriety of venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.002, interlocutory appeal is unavailable and neither the court of appeals nor the Supreme Court of Texas can review the propriety of the trial court's venue decision. *Mobil Oil Corp. v. Shores*, 128 S.W.3d 718, 166 Oil & Gas Rep. 618, 2004 Tex. App. LEXIS 902 (Tex. App. Fort Worth Jan. 29, 2004, no pet.).

Wisconsin resident's motion to intervene in a Texas action alleging the loss of attorney trust account funds filed against a Washington, D.C. attorney and law firm was stricken where the intervenor failed to prove venue; the order was affirmed on appeal where the Wisconsin resident failed to establish venue requirements based on the residency of the defendants or the place where the events arose giving rise to the suit. *Ramirez v. Collier, Shannon, Scott, PLLC*, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003, no pet.).

Person seeking intervention or joinder in a multiple-party suit may do so by independently establishing venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a) *Ramirez v. Collier, Shannon, Scott, PLLC*, No. 01-01-00752-CV, 2003 Tex. App. LEXIS 3358 (Tex. App. Houston 1st Dist. Apr. 17, 2003), op. withdrawn, sub. op., vacated, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003).

Civil Procedure: Parties: Joinder: Misjoinder

Because Tex. Civ. Prac. & Rem. Code Ann. § 15.003 permitted an interlocutory appeal only from a decision allowing or denying joinder where a party was unable to independently establish proper venue, and because no interlocutory appeal was permitted from a determination that venue had been established under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002(a) and 15.005, the court had no basis for appellate jurisdiction from a decision in which the trial court found that each plaintiff had independently established proper venue, but did not reach the joinder question raised by defendants under Tex. Civ. Prac. & Rem. Code Ann. § 15.003. *American Home Prods. Corp. v. Clark*, 999 S.W.2d 908, 1999 Tex. App. LEXIS 6772 (Tex. App. Waco Sept. 8, 1999), aff'd, 38 S.W.3d 92, 2000 Tex. LEXIS 112 (Tex. 2000).

Civil Procedure: Parties: Prisoners: General Overview

Venue was properly transferred under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 in a case involving inmate litigation because the claims were based on events that occurred in Newton County, and the pleadings did not establish that the inmate was incarcerated in Wichita County when his alleged causes of action accrued. *Tex. R.*

Civ. P. 257 did not support the inmate's argument that venue should not have been transferred because the inmate was not seeking a change in venue, and he did not provide any affidavits or unsworn declarations in support of either of his responses to the motions to transfer venue. *Roberts v. Allen*, No. 09-12-00339-CV, 2013 Tex. App. LEXIS 3966 (Tex. App. Beaumont Mar. 28, 2013).

Civil Procedure: Declaratory Judgment Actions: General Overview

Where declaratory and injunctive relief was requested, the state supreme court upheld the lower court denial of a motion to transfer litigation; jurisdiction was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1) in the county where a substantial part of the dispute was located. *In re Continental Airlines, Inc.*, 988 S.W.2d 733, 1998 Tex. LEXIS 150 (Tex. 1998).

Where obligors signed promissory notes in favor of a bank and gave surety bonds to guarantee payment of the notes, and the out-of-state insurer notified the bank that it held the surety bonds to be invalid, the bank had the right to file a declaratory judgment action against the insurer in the county where the salaried representative of the insurer had a residence, and because a former statute gave the bank the right to file action in such county, the doctrine of forum non conveniens did not apply. *Great American Ins. Co. v. Sharpstown State Bank*, 422 S.W.2d 787, 1967 Tex. App. LEXIS 2575 (Tex. Civ. App. Austin Dec. 20, 1967, pet. dism'd w.o.j.).

Where a bank filed a declaratory judgment action against an out-of-state insurer regarding the validity of surety bonds, bank had the right to file the action in the county where the salaried representative of the insurer had a residence. *Great American Ins. Co. v. Sharpstown State Bank*, 422 S.W.2d 787, 1967 Tex. App. LEXIS 2575 (Tex. Civ. App. Austin Dec. 20, 1967, pet. dism'd w.o.j.).

Civil Procedure: Judicial Officers: Judges: Discretion

Trial court did not err in requiring a case brought by the state against an assisted living center to be tried in Travis County rather than the county in which the center was located. *Health Enrichment & Longevity Inst., Inc. v. State*, No. 03-03-00578-CV, 2004 Tex. App. LEXIS 5094 (Tex. App. Austin June 10, 2004), op. withdrawn, sub. op., No. 03-03-00578-CV, 2004 Tex. App. LEXIS 6246 (Tex. App. Austin July 15, 2004).

Civil Procedure: Pretrial Judgments: Nonsuits

In a tort suit arising from the explosion of a propane tank and the resulting personal injury and wrongful death damages, plaintiff was not permitted to fraudulently secure venue in one county and then nonsuit and refile the same claims against the same parties in another county; therefore, the second court abused its discretion by denying defendant's motion to dismiss or transfer and retaining venue. Only one venue determination may be made in a proceeding, and Tex. R. Civ. P. 87 specifically prohibits changes in venue after the initial venue ruling. *In re Lowe's Home Ctrs., L.L.C.*, 531 S.W.3d 861, 2017 Tex. App. LEXIS 7106 (Tex. App. Corpus Christi July 28, 2017, no pet.).

Civil Procedure: Judgments: Entry of Judgments: Enforcement & Execution: Foreign Judgments

Trial court's order denying appellant's motion to transfer appellee's action seeking to enforce a Florida judgment to a court in the county where he resided was reversed where the Uniform Enforcement of Foreign Judgments Act did not clearly indicate an intent to exempt the filing of a foreign judgment from the general venue laws of Texas and under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(2), venue was proper in the county where appellant resided. *Cantu v. Howard S. Grossman, P.A.*, 251 S.W.3d 731, 2008 Tex. App. LEXIS 587 (Tex. App. Houston 14th Dist. Jan. 29, 2008, no pet.).

Civil Procedure: Remedies: Injunctions: Elements: General Overview

Where an administrator filed identical wrongful death suits in a probate court of one county (where venue was not proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002) and a district court of another county (where venue was proper), the latter court erred by denying defendant's request for an anti-suit injunction because otherwise defendant could have been required to defend both actions. *Gonzalez v. Reliant Energy, Inc.*, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Civil Procedure: Remedies: Writs: General Overview

Hidalgo County, Texas, probate court's transfer order actively interfered with the Harris County, Texas, district court's jurisdiction and mandamus relief did not obviate the need for an injunction prohibiting the widow from proceeding with the wrongful death and survival claims in Hidalgo County. *In re Reliant Energy, Inc.*, 159 S.W.3d 624, 2005 Tex. LEXIS 210 (Tex. 2005).

Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus

Trial court's grant of real parties in interest's motion to transfer venue was not subject to mandamus relief because the real parties in interest moved under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(b), and the trial court granted the motion without stating a reason, so appellate or mandamus review were barred. *In re Beasley*, No. 05-18-00382-CV, 2018 Tex. App. LEXIS 3227 (Tex. App. Dallas May 8, 2018).

Mandamus was unavailable to compel a venue transfer under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 because the denial of the transfer was an incidental trial ruling as to which there was an adequate remedy by appeal, as contemplated by Tex. Civ. Prac. & Rem. Code Ann. § 15.064, and the exception in Tex. Civ. Prac. & Rem. Code Ann. § 15.0642 for mandatory venue provisions did not apply because the transfer was not sought under a mandatory provision. *In re Gibbs*, No. 13-08-00134-CV, 2008 Tex. App. LEXIS 2327 (Tex. App. Corpus Christi Apr. 1, 2008).

Civil Procedure: Appeals: Appellate Jurisdiction: Interlocutory Orders

Property owner's telephone call to his brother in Tarrant County would be sufficient to render Tarrant County a proper venue for the other family members who sued him; all of the other family members, having established Tarrant County as a county in which all or a substantial part of the events or omissions giving rise to the claim occurred, had, therefore, independently established proper venue. *Jackson v. Jackson*, No. 02-15-00102-CV, 2016 Tex. App. LEXIS 10444 (Tex. App. Fort Worth Sept. 22, 2016).

In a city's action contesting water renewal rates set by the directors of the Sabine River Authority of Texas (SRA), the court of appeals did not have jurisdiction over an interlocutory appeal from the denial of the city's motion to transfer venue of the SRA's claim in intervention because Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), (b) did not apply; the SRA, as an intervening party, was properly characterized as a defendant. *City of Dallas v. Abney*, No. 09-16-00038-CV, 2016 Tex. App. LEXIS 6140 (Tex. App. Beaumont June 9, 2016).

Interlocutory appeal of a trial court's denial of a motion to transfer venue was dismissed for lack of jurisdiction where appellants' response did not establish that the appellate court had jurisdiction, given the trial court's revised order in which it specifically stated its decision to deny the motion was based on Tex. Civ. Prac. & Rem. Code Ann. § 15.002. Appellees had asserted that venue was proper in the county in which they filed suit under § 15.002(a) on the basis that all or part of the facts giving rise to the cause accrued, in whole or in part, in that county, and although appellants filed their motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.003, in their reply, appellants had alleged venue was improper pursuant to §§ 15.002 and 15.003. *Basic Energy Servs. GP, LLC v. Gomez*, No. 04-10-00128-CV, 2010 Tex. App. LEXIS 9407 (Tex. App. San Antonio Nov. 24, 2010).

Appellate court had to abate an appeal challenging a trial court's denial of appellants' motion to transfer venue where both Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002 and 15.003 arguments were presented to the trial court as grounds for the motion because the trial court's order did not specify the basis for its ruling, and because the appellate court's jurisdiction depended on the basis for that ruling. It was unclear whether the trial court denied the motion because appellees independently established proper venue pursuant to § 15.002 or because they met the joinder requirements pursuant to § 15.003, but if § 15.002 was the basis for the trial court's ruling denying the motion, then the appellate court did not have jurisdiction over the appeal, while, conversely, if § 15.003 was the basis for the trial court's ruling denying the motion, then the appellate court had jurisdiction to hear the interlocutory appeal. *Basic Energy Servs. GP, LLC v. Gomez*, 398 S.W.3d 734, 2010 Tex. App. LEXIS 5455 (Tex. App. San Antonio July 14, 2010, no pet.).

Trial court did not err in requiring a case brought by the state against an assisted living center to be tried in Travis County rather than the county in which the center was located. *Health Enrichment & Longevity Inst., Inc. v. State*, No. 03-03-00578-CV, 2004 Tex. App. LEXIS 5094 (Tex. App. Austin June 10, 2004), op. withdrawn, sub. op., No. 03-03-00578-CV, 2004 Tex. App. LEXIS 6246 (Tex. App. Austin July 15, 2004).

Issue was one of venue, not of multiple- or intervening-plaintiff joinder, where the same individuals sued hospitals from two different counties for survival and wrongful death arising from the same series of events. The venue determination was not reviewable, however, as the court of appeals does not have jurisdiction over an interlocutory appeal from a venue determination. *Centerpoint Energy Houston Elec., L.L.C. v. Brunkenhoefer*, No. 09-03-492 CV, 2004 Tex. App. LEXIS 1497 (Tex. App. Beaumont Feb. 12, 2004).

When a trial court's order does not necessarily determine an intervention or joinder issue under former Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), but instead determines the propriety of venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.002, interlocutory appeal is unavailable and neither the court of appeals nor the Supreme Court of Texas can review the propriety of the trial court's venue decision. *Mobil Oil Corp. v. Shores*, 128 S.W.3d 718, 166 Oil & Gas Rep. 618, 2004 Tex. App. LEXIS 902 (Tex. App. Fort Worth Jan. 29, 2004, no pet.).

Wisconsin resident's motion to intervene in a Texas action alleging the loss of attorney trust account funds filed against a Washington, D.C. attorney and law firm was stricken where the intervenor failed to prove venue; the order was affirmed on appeal where the Wisconsin resident failed to establish venue requirements based on the residency of the defendants or the place where the events arose giving rise to the suit. *Ramirez v. Collier, Shannon, Scott, PLLC*, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003, no pet.).

Because Tex. Civ. Prac. & Rem. Code Ann. § 15.003 permitted an interlocutory appeal only from a decision allowing or denying joinder where a party was unable to independently establish proper venue, and because no interlocutory appeal was permitted from a determination that venue had been established under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002(a) and 15.005, the court had no basis for appellate jurisdiction from a decision in which the trial court found that each plaintiff had independently established proper venue, but did not reach the joinder question raised by defendants under Tex. Civ. Prac. & Rem. Code Ann. § 15.003. *American Home Prods. Corp. v. Clark*, 999 S.W.2d 908, 1999 Tex. App. LEXIS 6772 (Tex. App. Waco Sept. 8, 1999), aff'd, 38 S.W.3d 92, 2000 Tex. LEXIS 112 (Tex. 2000).

Where declaratory and injunctive relief was requested, the state supreme court upheld the lower court denial of a motion to transfer litigation; jurisdiction was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1) in the county where a substantial part of the dispute was located. *In re Continental Airlines, Inc.*, 988 S.W.2d 733, 1998 Tex. LEXIS 150 (Tex. 1998).

Civil Procedure: Appeals: Records on Appeal

Appellant was not entitled to relief in a restricted appeal from a no-answer default judgment awarding damages in a negligence case, because there was no venue error apparent on the face of the record. Appellant did not dispute that he was properly served with appellee's petition, yet failed to file any responsive pleading; therefore, the face of

the record did not reveal any indication that appellant properly preserved his venue objection. *Champion v. Estlow*, 456 S.W.3d 363, 2015 Tex. App. LEXIS 1004 (Tex. App. Austin Feb. 4, 2015, no pet.).

Civil Procedure: Appeals: Reviewability: General Overview

Where a motion to transfer a case referenced Tex. Civ. Prac. & Rem. Code Ann. § 15.002(b), and a trial court did not state upon which ground it relied in ordering a transfer, an appellate court was prohibited from reviewing the order under § 15.002(c). *Davis v. Hendrick Autoguard, Inc.*, 294 S.W.3d 835, 2009 Tex. App. LEXIS 6653 (Tex. App. Dallas Aug. 25, 2009, no pet.).

Transfer order did not specify the reason for granting the venue transfer; thus, because the trial court could have granted the motion based on convenience under Tex. Civ. Prac. & Rem. Code Ann. § 15.002, the statute precluded reversal of any such ruling. *Garza v. Reed*, No. 14-08-00211-CV, 2009 Tex. App. LEXIS 5288 (Tex. App. Houston 14th Dist. July 7, 2009).

In a case alleging product liability, an appellate court was unable to review a transfer of venue because a request was made for a transfer based on the convenience of the parties under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(b), and the trial court did not state its reasons for making its decision. *Jones v. Pioneer/Eclipse Corp.*, No. 05-08-00446-CV, 2009 Tex. App. LEXIS 4297 (Tex. App. Dallas May 20, 2009).

Order transferring venue was statutorily beyond review, under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(c), because a community college district's motion to transfer sufficiently invoked Tex. Civ. Prac. & Rem. Code Ann. § 15.002(b) in requesting a transfer because the district's motion to transfer referenced the "balance of interests" and "not work an injustice" considerations in Tex. Civ. Prac. & Rem. Code Ann. § 15.002(b)(2) and (3). *Trend Offset Printing Servs. v. Collin County Cmty. College Dist.*, 249 S.W.3d 429, 2008 Tex. LEXIS 216 (Tex. 2008).

Where a motion to transfer venue in a breach of contract case, which asserted both inconvenience under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 and another statutory ground for transferring venue, was granted without any statement of the basis for doing so, the transfer order had to be affirmed on convenience grounds because Tex. Civ. Prac. & Rem. Code Ann. § 15.002(c) precludes reversal of any ruling on convenience grounds. *Trend Offset Printing Servs. v. Collin County Cmty. College Dist.*, No. 05-05-00456-CV, 2006 Tex. App. LEXIS 3382 (Tex. App. Dallas Apr. 27, 2006).

Civil Procedure: Appeals: Standards of Review: Abuse of Discretion

Appellate court reviews a trial court's action in granting or denying a plea in abatement using an abuse of discretion standard. Thus, on a motion for rehearing in a civil suit, the trial court's decision to deny an insurer's plea in abatement was reviewed under this standard and again upheld because the insurer failed to establish that suit was properly commenced in the county that it alleged as having dominant jurisdiction, and the insurer did not show that it intended to prosecute that suit. *Southern County Mut. Ins. Co. v. Ochoa*, 19 S.W.3d 452, 2000 Tex. App. LEXIS 3127 (Tex. App. Corpus Christi May 11, 2000, no pet.).

Civil Procedure: Appeals: Standards of Review: Reversible Errors

Trial court's decision to transfer a case could not serve as grounds for an appeal and could not be reversible error. *Hernandez v. Abraham, Watkins, Nichols, Sorrels & Friend*, 451 S.W.3d 58, 2014 Tex. App. LEXIS 11544 (Tex. App. Houston 14th Dist. Oct. 21, 2014), overruled in part, *In re Houston Specialty Ins. Co.*, 569 S.W.3d 138, 2019 Tex. LEXIS 50 (Tex. 2019).

Court's ruling or decision to grant a transfer of venue for the convenience of the parties was not grounds for appeal or mandamus and was not reversible error when both parties agreed to the transfer. 2017 Tex. App. LEXIS 10725.

Appellate court was unable to reverse the transfer of venue, because the trial court did not specify its reason for granting the transfer and the trial court could have granted the motion based on convenience, and Tex. Civ. Prac. & Rem. Code Ann. § 15.002(c) expressly precluded the appellate court from reversal if the decision to transfer venue was based on convenience. *Garza v. Terra Nova Ins. Co.*, No. 14-08-00653-CV, 2010 Tex. App. LEXIS 3748 (Tex. App. Houston 14th Dist. May 20, 2010).

Constitutional Law: Bill of Rights: Fundamental Freedoms: Freedom of Speech: Strategic Lawsuits Against Public Participation

Where the parties had competing lawsuits in different counties alleging the other's mismanagement of their jointly owned companies, petitioner was entitled to a conditional granting of mandamus relief because he had filed his action first and venue was proper in the county where he filed his action. A 60-day extension was warranted on petitioner's motion to dismiss his business partner's claims pursuant to the Texas Citizens Participation Act because the trial court's erroneous abatement order prevented petitioner from securing a timely hearing. In *re Zidan*, No. 05-20-00595-CV, 2020 Tex. App. LEXIS 5365 (Tex. App. Dallas July 15, 2020).

Contracts Law: Breach: Causes of Action: General Overview

In a contractor's breach of contract action against a homeowner, wherein the pleadings were taken as conclusive with regard to the existence of a cause of action pursuant to Tex. R. Civ. P. 87, the parties' alleged settlement agreement was wholly independent of the underlying contract for electrical services between the parties, and the venue provision was, therefore, tied to the settlement agreement alone; for purposes of venue, the homeowner could not challenge the existence of the contract, and venue in Bexar County, Texas, was proper pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1) because there was some probative evidence to support the trial court's determination that a substantial part of the events occurred in Bexar County, as the record supported the contention that the contractor's demand for payment was forwarded from Bexar County and the homeowner responded by letter, allegedly accepting the offer, and phone calls were made to the contractor's attorney in Bexar County. *Killeen v. Lighthouse Elec. Contrs., L.P.*, 248 S.W.3d 343, 2007 Tex. App. LEXIS 8968 (Tex. App. San Antonio Nov. 14, 2007, no pet.).

Where contractors sued a construction company for breach of an oral contract after a payment dispute arose, venue was proper in Lamar County, Texas, where the parties agreed that payment would be made. *KW Constr. v. Stephens & Sons Concrete Contrs., Inc.*, 165 S.W.3d 874, 2005 Tex. App. LEXIS 4336 (Tex. App. Texarkana June 8, 2005, no pet.).

Contracts Law: Breach: Causes of Action: Elements of Claims

Court did not err in denying appellants' motion to transfer venue, because appellee presented prima facie proof supporting the court's determination that a substantial part of the events giving rise to appellee's breach-of-contract claim occurred in the county. *Scott Law Offices v. Quinney Holdings, LLC*, No. 01-19-00739-CV, 2020 Tex. App. LEXIS 5426 (Tex. App. Houston 1st Dist. July 16, 2020).

Contracts Law: Contract Conditions & Provisions: Express Conditions: General Overview

Where an advertising company brought an action for services rendered on an account against a company in county other than that of defendant's residence and failed to allege the place services were rendered or produce any other writing to demonstrate a contractual obligation in the county in which venue was sought, a trial court committed reversible error in denying the defendant's plea of privilege from suit. *Southwest Bldg. Materials Co. v. Ad America Co.*, 535 S.W.2d 891, 1976 Tex. App. LEXIS 2500 (Tex. Civ. App. Waco Feb. 19, 1976, no writ).

Contracts Law: Contract Conditions & Provisions: Forum Selection Clauses

It was not error to decline to enforce a contract's venue clause because (1) a seller chose to file elsewhere, under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1), and (2) the mandatory venue provision in Tex. R. Civ. P. 15.020 did not override this choice, as the subject transaction was not "major," since a contract's payments which could have caused the transaction's value to exceed \$1,000,000 were contingent. *Hughes v. Percy*, No. 03-10-00319-CV, 2014 Tex. App. LEXIS 13059 (Tex. App. Austin Dec. 8, 2014).

When appellant developer first filed suit against appellee accounting company for breach of contract and declaratory relief in Dallas County, Texas, the accounting company filed a second suit for an open account in Harris County, Texas, pursuant to the venue selection clause in the agreement; the trial court did not err by denying the developer's motion to transfer. Because the Harris County and Dallas County courts had concurrent jurisdiction, and the developer did not show that the company's choice of Harris County was an improper venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1) or that venue was mandatory in another county under the applicable venue provisions, the developer was not entitled to a transfer to Dallas County based on dominant jurisdiction. *Hiles v. Arnie & Co., P.C.*, 402 S.W.3d 820, 2013 Tex. App. LEXIS 5113 (Tex. App. Houston 14th Dist. Apr. 25, 2013, no pet.).

Trial court erred in dismissing under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(b) a lessee's breach of contract suit against a lessor based on an imaging equipment lease agreement's forum selection clause where the agreement was incomplete because the instruments were not dated, the equipment was not described as required, and there was no final invoice indicating either the equipment being purchased or the price of such equipment and any attendant financing charge and thus was, at best, an executory contract. Because the agreement was executory, its forum selection clause was unenforceable, and the lessee was harmed by the dismissal of its lawsuit, which was properly filed in a court of competent jurisdiction and in a proper venue, pursuant to Tex. Gov't Code Ann. §§ 24.007, 24.008 and Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(4). *Brownsville Advanced Med. Imaging, L.P. v. Capitalwerks, LLC*, No. 13-04-419-CV, 2005 Tex. App. LEXIS 6360 (Tex. App. Corpus Christi Aug. 11, 2005).

Contracts Law: Types of Contracts: Bilateral Contracts

Trial court erred in dismissing under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(b) a lessee's breach of contract suit against a lessor based on an imaging equipment lease agreement's forum selection clause where the agreement was incomplete because the instruments were not dated, the equipment was not described as required, and there was no final invoice indicating either the equipment being purchased or the price of such equipment and any attendant financing charge and thus was, at best, an executory contract. Because the agreement was executory, its forum selection clause was unenforceable, and the lessee was harmed by the dismissal of its lawsuit, which was properly filed in a court of competent jurisdiction and in a proper venue, pursuant to Tex. Gov't Code Ann. §§ 24.007, 24.008 and Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(4). *Brownsville Advanced Med. Imaging, L.P. v. Capitalwerks, LLC*, No. 13-04-419-CV, 2005 Tex. App. LEXIS 6360 (Tex. App. Corpus Christi Aug. 11, 2005).

Contracts Law: Types of Contracts: Construction Contracts

Where contractors sued a construction company for breach of an oral contract after a payment dispute arose, venue was proper in Lamar County, Texas, where the parties agreed that payment would be made. *KW Constr. v. Stephens & Sons Concrete Contrs., Inc.*, 165 S.W.3d 874, 2005 Tex. App. LEXIS 4336 (Tex. App. Texarkana June 8, 2005, no pet.).

Energy & Utilities Law: Gas Industry: Distribution & Sale

Tex. Civ. Prac. & Rem. Code § 15.002

In a natural gas suit, venue was proper where the primary purpose of the suit was to remove an encumbrance on and prevent irreparable damage to a leaseholder's interest which would be caused by the shut-in of production, and in order to maintain its action and prevent damage to its leasehold interest, the leaseholder expressly sought and obtained a declaration that the company owned an interest in the facility and was liable for the payment of expenses. *N. Natural Gas Co. v. Chisos J. V. I.*, 142 S.W.3d 447, 169 Oil & Gas Rep. 324, 2004 Tex. App. LEXIS 5991 (Tex. App. El Paso July 1, 2004, no pet.).

Estate, Gift & Trust Law: Probate: Procedures in Probate: General Overview

Where an administrator filed identical wrongful death suits in a probate court of one county (where venue was not proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002) and a district court of another county (where venue was proper), the latter court erred by denying defendant's request for an anti-suit injunction because otherwise defendant could have been required to defend both actions. *Gonzalez v. Reliant Energy, Inc.*, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Tex. Civ. Prac. & Rem. Code Ann. § 15.007 prohibited the Hidalgo County Probate Court from transferring, over defendant's objection, a wrongful death suit filed in Harris County District Court (where defendant had its principal office) to the probate court, because under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a), venue was proper in Harris County but not Hidalgo County (the residence of the decedent, the administrator, and their children). *Gonzalez v. Reliant Energy, Inc.*, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Removal of personal property from a county pursuant to alleged wrongdoing by a testator's financial adviser did not undo the establishment of venue in that county under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1) in an executor's action against the financial advisor for breach of fiduciary duty. *Andrews v. Smith*, No. 03-01-00402-CV, 2002 Tex. App. LEXIS 3642 (Tex. App. Austin May 23, 2002).

Evidence: Procedural Considerations: Burdens of Proof: General Overview

Trial court erred under Tex. Civ. Prac. & Rem. Code Ann. § 15.003 in finding that each plaintiff in a multi-plaintiff lawsuit had independently established proper venue in Orange County, Texas, where plaintiffs alleged that one defendant had a principal place of business in Orange County, because although plaintiffs stated in their response to defendants' motions to transfer venue that their claims arose out of the same transaction, occurrence, or series of transactions or occurrences because plaintiffs suffered from indivisible injuries, plaintiffs neither pled facts nor offered any prima facie proof supporting that contention as required by Tex. R. Civ. P. 87; because those venue facts were not pled in plaintiffs' original petition, plaintiffs could not rely upon that as a basis for the trial court's exercise of venue. *Crown Cent. LLC v. Anderson*, 239 S.W.3d 385, 2007 Tex. App. LEXIS 8123 (Tex. App. Beaumont Oct. 11, 2007, no pet.).

Trial court erred in finding that each plaintiff in a multi-plaintiff lawsuit had independently established proper venue in Orange County, Texas, where plaintiffs had not pled or relied upon any of the factors set forth in Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) to support venue, and where all but two defendants specifically denied plaintiffs' allegation that all or a substantial part of the events giving rise to plaintiffs' cause of action occurred in Orange County, Texas; therefore, plaintiffs failed to meet their burden to establish venue based on that venue allegation pursuant to Tex. R. Civ. P. 87, and venue thus was not proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1) as to those defendants who specifically denied the venue allegations. *Crown Cent. LLC v. Anderson*, 239 S.W.3d 385, 2007 Tex. App. LEXIS 8123 (Tex. App. Beaumont Oct. 11, 2007, no pet.).

Family Law: Marital Termination & Spousal Support: Venue

Movant, who sought a writ of mandamus, claimed that venue should be transferred; however, Tex. Fam. Code Ann. § 6.301 governed over the more general venue statute, Tex. Civ. Prac. & Rem. Code Ann. § 15.011 or Tex. Civ.

Prac. & Rem. Code Ann. § 15.002. In re Elliott, No. 12-07-00217-CV, 2007 Tex. App. LEXIS 5603 (Tex. App. Tyler July 18, 2007).

Governments: Courts: Justice Courts

Motion to transfer venue should have been granted in a case where an insurer was seeking to recover a double payment made to two claimants, even though the same motion had already been denied in a justice court; reliance on Tex. R. Civ. P. 87(5) was improper because the case was considered de novo upon appeal from the justice court, and the county court was not bound by the decisions of the justice court. The claimants did not live in the county where the action was filed, none of the underlying events took place in the county where the action was filed, and the insurer did not deny venue facts supporting venue in another county. *Cramer v. State Farm Mut. Auto. Ins. Co.*, No. 01-08-00270-CV, 2008 Tex. App. LEXIS 8398 (Tex. App. Houston 1st Dist. Nov. 6, 2008).

Governments: Legislation: Statutes of Limitations: Tolling

District court held that where a plaintiff attempted to manipulate the statutory rules to determine federal removal jurisdiction and denied a defendant the chance to protect its rights, equity required that the statutory one-year limit be extended. *Tedford v. Warner-Lambert Co.*, 327 F.3d 423, 2003 U.S. App. LEXIS 6699 (5th Cir. Tex. 2003).

Governments: Local Governments: Claims By & Against

Relator was entitled to mandamus relief to enforce a mandatory venue statute, because venue in a wrongful death case filed against a school district was proper in Jasper County, Texas, where the political subdivision was located and the specific events transpired. In re Kirbyville Consol. Indep. Sch. Dist., No. 09-19-00209-CV, 2019 Tex. App. LEXIS 6906 (Tex. App. Beaumont Aug. 8, 2019).

Governments: Public Improvements: Sanitation & Water

In a city's action contesting water renewal rates set by the directors of the Sabine River Authority of Texas (SRA), the court of appeals did not have jurisdiction over an interlocutory appeal from the denial of the city's motion to transfer venue of the SRA's claim in intervention because Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), (b) did not apply; the SRA, as an intervening party, was properly characterized as a defendant. *City of Dallas v. Abney*, No. 09-16-00038-CV, 2016 Tex. App. LEXIS 6140 (Tex. App. Beaumont June 9, 2016).

Healthcare Law: Business Administration & Organization: Licenses: General Overview

When the State seeks injunctive relief concerning a licensing violation, venue is proper in the county of the assisted living facility or in Travis County, Texas, and the trial court's decision to deny a transfer of venue is not grounds for appeal or reversible error; thus, the trial court did not abuse its discretion in denying the assisted living facility and the owner's motion to transfer venue to Brazos County, Texas, where the facility was located. *Health Enrichment & Longevity Inst., Inc. v. State*, No. 03-03-00578-CV, 2004 Tex. App. LEXIS 6246 (Tex. App. Austin July 15, 2004).

Insurance Law: General Liability Insurance: Coverage: General Overview

Where nothing about the insurer's coverage dispute against the insureds was connected in a material way to Milam County (as the accident occurred in Hidalgo county and was settled by the insurer in that county) and any connection between the coverage issues and Milam County was tangential and insubstantial, Milam County was not a county of proper venue and the district court erred in denying the insured's motion to transfer venue because

Tex. Civ. Prac. & Rem. Code § 15.002

the county of suit, Milam County, was not the site of all or a substantial part of the events giving rise to the lawsuit. Chiriboga v. State Farm Mut. Auto. Ins. Co., 96 S.W.3d 673, 2003 Tex. App. LEXIS 309 (Tex. App. Austin Jan. 16, 2003, no pet.).

Real Property Law: Priorities & Recording: Lis Pendens

Because a property owner's claims seeking the release of an invalid lis pendens were based on the ownership rights to a real property interest, venue was mandatory in the county where the property was located, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.011, not where the alleged acts and omissions took place pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a). Airvantage, L.L.C. v. Tban Props. # 1, L.T.D., 269 S.W.3d 254, 2008 Tex. App. LEXIS 8265 (Tex. App. Dallas Nov. 3, 2008, no pet.).

Real Property Law: Trusts: Constructive Trusts

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, mandamus was proper to require a trial judge to transfer venue of a suit seeking in part to impose a constructive trust on real property to the county where the real property lay under the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.011. The mandatory venue provision controlled over the general venue provision, Tex. Civ. Prac. & Rem. Code Ann. § 15.002, as required by Tex. Civ. Prac. & Rem. Code Ann. § 15.004. In re Lemons, 281 S.W.3d 643, 2009 Tex. App. LEXIS 1574 (Tex. App. Tyler Mar. 4, 2009), dismissed, No. 12-08-00419-CV, 2009 Tex. App. LEXIS 1740 (Tex. App. Tyler Mar. 11, 2009).

Torts: Negligence: Causation: Proximate Cause: General Overview

Suit instituted by the wife of the decedent against a power company could not be maintained in Hamilton County under former Tex. Rev. Civ. Stat. Ann. art. 1995 (now Tex. Civ. Prac. & Rem. Code Ann. § 15.02) where the negligent act allegedly occurred and the action was transferred to Tarrant County which was the county of residence of the power company. Community Pub. Serv. Co. v. Meissner, 417 S.W.2d 762, 1967 Tex. App. LEXIS 2410 (Tex. Civ. App. Waco 1967, no writ).

Torts: Procedure: Commencement & Prosecution: Venue

Trial court erred in failing to transfer venue of an injury suit from Jefferson County to Howard County because the worker was injured in Howard; his allegation that a defendant had formed a contract in Jefferson did not establish venue in Jefferson, and defendant specifically denied that events giving rise to the claim occurred in Jefferson. In re Berry GP, Inc., 530 S.W.3d 201, 2016 Tex. App. LEXIS 11913 (Tex. App. Beaumont Nov. 3, 2016, no pet.).

Venue for homeowners' suit against a developer was not proper in Hidalgo County because the owners failed to establish a link between the developer's presentations to them in Hidalgo and the essential elements of their misrepresentation claims; therefore, venue was ordered transferred to the county of the developer's office. Double Diamond-Delaware, Inc. v. Alfonso, 487 S.W.3d 265, 2016 Tex. App. LEXIS 349 (Tex. App. Corpus Christi Jan. 14, 2016), reh'g denied, No. 13-14-00324-CV, 2016 Tex. App. LEXIS 4570 (Tex. App. Corpus Christi Mar. 1, 2016).

Torts: Wrongful Death & Survival Actions: General Overview

Tex. Civ. Prac. & Rem. Code Ann. § 15.007 prohibited the Hidalgo County Probate Court from transferring, over defendant's objection, a wrongful death suit filed in Harris County District Court (where defendant had its principal office) to the probate court, because under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a), venue was proper in Harris County but not

Hidalgo County (the residence of the decedent, the administrator, and their children). *Gonzalez v. Reliant Energy, Inc.*, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Torts: Wrongful Death & Survival Actions: Survival Actions

Trial court erred by denying the motion to transfer venue because the aircraft owner's representative and the aircraft servicing company put forth prima facie evidence that a different county was a county of proper venue. The decedents departed from a municipal airport in the other county, in the aircraft, and crashed into a field also in that county and, at the time of his death, the plane owner resided in that county. *Honeywell Int'l, Inc. v. Davis*, No. 01-19-00013-CV, 2020 Tex. App. LEXIS 6711 (Tex. App. Houston 1st Dist. Aug. 20, 2020).

Trial court erred by denying the motion to transfer venue by the aircraft owner's representative and the aircraft servicing company because the decedent's wife and daughter did not put forth prima facie evidence that venue was proper in the county. Thus, venue was not maintainable in the instant county. *Honeywell Int'l, Inc. v. Davis*, No. 01-19-00013-CV, 2020 Tex. App. LEXIS 6711 (Tex. App. Houston 1st Dist. Aug. 20, 2020).

Workers' Compensation & SSDI: Administrative Proceedings: Claims: General Overview

In a workers' compensation case, Tex. Lab. Code Ann. § 410.252(c) did not apply to the question of venue because the injured worker was a Mexican citizen and there was no provision in § 410.252(c) for venue in the Texas county nearest a non-resident's place of residence. The general venue provision applied instead, and venue was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(3) in the county of the corporate defendant's principal place of business. *Rayas v. Tex. Mut. Ins. Co.*, No. 03-11-00310-CV, 2013 Tex. App. LEXIS 298 (Tex. App. Austin Jan. 11, 2013).

Research References & Practice Aids

LAW REVIEWS

48 Baylor L. Rev. 623.

51 Baylor L. Rev. 769.

62 J. Air L. & Com. 163.

49 SMU L. Rev. 1221.

49 SMU L. Rev. 1371.

55 SMU L. Rev. 1345.

56 SMU L. Rev. 1283.

27 Tex. Tech L. Rev. 1441.

31 Tex. Tech L. Rev. 1291.

40 Houston Lawyer 46.

Treatises

4-52 Texas Real Estate Guide § 52.53, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, DEEDS AND CONVEYANCES, Action for Breach of Covenant, Texas Real Estate Guide.

4-53 Texas Real Estate Guide § 53.03, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, REAL PROPERTY SECURITY INTERESTS, Remedies of Creditor, Texas Real Estate Guide.

4-53 Texas Real Estate Guide § 53.100, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, REAL PROPERTY SECURITY INTERESTS, Petition for Judicial Foreclosure, Texas Real Estate Guide.

4-53 Texas Real Estate Guide § 53.110, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, REAL PROPERTY SECURITY INTERESTS, Petition for Deficiency Judgment Following Foreclosure of Deed of Trust, Texas Real Estate Guide.

4-53 Texas Real Estate Guide § 53.202, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, REAL PROPERTY SECURITY INTERESTS, Texas Statutes and Rules, Texas Real Estate Guide.

4-54 Texas Real Estate Guide § 54.51, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, TITLE INSURANCE, Drafting Plaintiff's Petition, Texas Real Estate Guide.

4-57 Texas Real Estate Guide § 57.04, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, SUIT TO QUIET TITLE, Jurisdiction and Venue, Texas Real Estate Guide.

4-57 Texas Real Estate Guide § 57.50, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, SUIT TO QUIET TITLE, Bringing Suit to Remedy Impaired Title, Texas Real Estate Guide.

4-57 Texas Real Estate Guide § 57.201, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, SUIT TO QUIET TITLE, Texas Statutes and Rules, Texas Real Estate Guide.

5-100 Texas Real Estate Guide § 100.200, LITIGATION: MISCELLANEOUS, ADJOINING LANDOWNERS, Statutes and Rules, Texas Real Estate Guide.

Texas Family Law: Practice and Procedure N2.02, DEFENDING AGAINST ENFORCEMENT PROCEEDINGS, DEFENDING AGAINST ENFORCEMENT OF SPOUSAL MAINTENANCE, Checking Jurisdiction and Venue, Texas Family Law: Practice and Procedure.

Texas Family Law: Practice and Procedure O3.02, DIVIDING PROPERTY POST-DISSOLUTION, INITIATING ACTION FOR POST-DISSOLUTION PROPERTY DIVISION, Determining Venue, Texas Family Law: Practice and Procedure.

4-62 Texas Torts and Remedies § 62.02, TORT CLAIMS AGAINST PUBLIC ENTITIES AND EMPLOYEES, CIVIL RIGHTS ACTIONS, Jurisdiction and Venue, Texas Torts and Remedies.

5-100 Texas Torts and Remedies § 100.20, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, General Venue Rule, Texas Torts and Remedies.

10-55 Texas Transaction Guide—Legal Forms § 55.220, COMMERCIAL TRANSACTIONS, Contracts, Parties, Texas Transaction Guide—Legal Forms.

Practice Guides

1-1 Dorsaneo, Texas Litigation Guide § 1.01, Pretrial Practice (Chs. 1-114), Prelitigation Planning (Chs. 1-4), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

1-1 Dorsaneo, Texas Litigation Guide § 1.04, Pretrial Practice (Chs. 1-114), Prelitigation Planning (Chs. 1-4), Preparation of Responsive Pleadings, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.002

1-11 Dorsaneo, Texas Litigation Guide § 11.02, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Elements of Petition, Dorsaneo, Texas Litigation Guide.

1-12 Dorsaneo, Texas Litigation Guide § 12.03, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Particular Types of Parties, Dorsaneo, Texas Litigation Guide.

1-12 Dorsaneo, Texas Litigation Guide § 12.04, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Jurisdiction and Venue, Dorsaneo, Texas Litigation Guide.

1-12 Dorsaneo, Texas Litigation Guide § 12.110, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Allegation of Partnership Plaintiff or Defendant, Dorsaneo, Texas Litigation Guide.

3-40 Dorsaneo, Texas Litigation Guide § 40.52, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Remedy for Wrongful Sequestration, Dorsaneo, Texas Litigation Guide.

3-41 Dorsaneo, Texas Litigation Guide § 41.52, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Remedy for Wrongful Attachment, Dorsaneo, Texas Litigation Guide.

3-45 Dorsaneo, Texas Litigation Guide § 45.05, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Trial of Action, Dorsaneo, Texas Litigation Guide.

4-51 Dorsaneo, Texas Litigation Guide § 51.50, Pretrial Practice (Chs. 1-114), Equitable Remedies (Chs. 50-55), Plaintiff's Guide, Dorsaneo, Texas Litigation Guide.

4-54 Dorsaneo, Texas Litigation Guide § 54.50, Pretrial Practice (Chs. 1-114), Equitable Remedies (Chs. 50-55), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

4-55 Dorsaneo, Texas Litigation Guide § 55.05, Pretrial Practice (Chs. 1-114), Equitable Remedies (Chs. 50-55), Venue, Dorsaneo, Texas Litigation Guide.

4-55 Dorsaneo, Texas Litigation Guide § 55.51, Pretrial Practice (Chs. 1-114), Equitable Remedies (Chs. 50-55), Drafting Petition, Dorsaneo, Texas Litigation Guide.

4-55 Dorsaneo, Texas Litigation Guide § 55.200, Pretrial Practice (Chs. 1-114), Equitable Remedies (Chs. 50-55), Texas Statutes, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.01, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), General Venue Statute, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.02, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Mandatory Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.03, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Permissive Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.20, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Procedure When Party Seeks to Transfer Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.21, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Review of Trial Court's Venue Determination, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.30, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Forum Non Conveniens, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.002

5-61 Dorsaneo, Texas Litigation Guide § 61.51, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Motion to Transfer Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.100, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Miscellaneous Venue Allegations, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.110, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Motion to Transfer Venue—Permissive Venue Statute, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.113, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Motion to Transfer Venue—Inconvenient Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

5-70 Dorsaneo, Texas Litigation Guide § 70.03, Pretrial Practice (Chs. 1-114), Defendant's Pleadings (Chs. 70-72), Dilatory Pleas, Dorsaneo, Texas Litigation Guide.

7-112 Dorsaneo, Texas Litigation Guide § 112.11, Pretrial Practice (Chs. 1-114), Pretrial Procedure (Chs. 110-114), When Severance Is Appropriate, Dorsaneo, Texas Litigation Guide.

7-112 Dorsaneo, Texas Litigation Guide § 112.200, Pretrial Practice (Chs. 1-114), Pretrial Procedure (Chs. 110-114), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

9-132 Dorsaneo, Texas Litigation Guide § 132.03, Trial Practice (Chs. 120-134), Judgment (Chs. 130-134), Writ of Execution, Dorsaneo, Texas Litigation Guide.

9-132 Dorsaneo, Texas Litigation Guide § 132.51, Trial Practice (Chs. 120-134), Judgment (Chs. 130-134), Procedure for Judgment Debtor, Dorsaneo, Texas Litigation Guide.

10-152 Dorsaneo, Texas Litigation Guide § 152.02, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Jurisdiction Over Original Proceedings, Dorsaneo, Texas Litigation Guide.

10-152 Dorsaneo, Texas Litigation Guide § 152.03, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Types of Original Proceedings, Dorsaneo, Texas Litigation Guide.

10-152 Dorsaneo, Texas Litigation Guide § 152.201, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

10-153 Dorsaneo, Texas Litigation Guide § 153.02, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Orders Entitled to Acceleration, Dorsaneo, Texas Litigation Guide.

11-162 Dorsaneo, Texas Litigation Guide § 162.52, Pleadings in Business Entity Litigation (Chs. 160-205), Business Corporations (Chs. 160-165), Preparation and Filing of Plaintiff's Petition, Dorsaneo, Texas Litigation Guide.

12-180 Dorsaneo, Texas Litigation Guide § 180.53, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Drafting Third-Party Petition Against Partnership, Dorsaneo, Texas Litigation Guide.

12-180 Dorsaneo, Texas Litigation Guide § 180.110, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Petition for Third-Party Claim Against Partnership, Dorsaneo, Texas Litigation Guide.

12-180 Dorsaneo, Texas Litigation Guide § 180.200, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.002

12-181 Dorsaneo, Texas Litigation Guide § 181.41, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Procedural Considerations, Dorsaneo, Texas Litigation Guide.

12-182 Dorsaneo, Texas Litigation Guide § 182.50, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Plaintiff's Guide, Dorsaneo, Texas Litigation Guide.

12-182 Dorsaneo, Texas Litigation Guide § 182.61, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Preparation and Filing of Plaintiff's Petition, Dorsaneo, Texas Litigation Guide.

12-182 Dorsaneo, Texas Litigation Guide § 182.100, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Petition by Creditor Against Alleged General Partner, Dorsaneo, Texas Litigation Guide.

12-182 Dorsaneo, Texas Litigation Guide § 182.200, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

12-183 Dorsaneo, Texas Litigation Guide § 183.50, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

12-190 Dorsaneo, Texas Litigation Guide § 190.05, Pleadings in Business Entity Litigation (Chs. 160-205), Associations (Chs. 190-191), Venue, Dorsaneo, Texas Litigation Guide.

12-190 Dorsaneo, Texas Litigation Guide § 190.200, Pleadings in Business Entity Litigation (Chs. 160-205), Associations (Chs. 190-191), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

12-191 Dorsaneo, Texas Litigation Guide § 191.100, Pleadings in Business Entity Litigation (Chs. 160-205), Associations (Chs. 190-191), Petition for Declaratory Relief as to Church Property, Dorsaneo, Texas Litigation Guide.

13-200 Dorsaneo, Texas Litigation Guide § 200.28, Pleadings in Business Entity Litigation (Chs. 160-205), Business Relationships (Chs. 200-205), Procedural Considerations, Dorsaneo, Texas Litigation Guide.

13-202 Dorsaneo, Texas Litigation Guide § 202.51, Pleadings in Business Entity Litigation (Chs. 160-205), Business Relationships (Chs. 200-205), Drafting Petition Against Labor Union, Dorsaneo, Texas Litigation Guide.

13-203 Dorsaneo, Texas Litigation Guide § 203.100, Pleadings in Business Entity Litigation (Chs. 160-205), Business Relationships (Chs. 200-205), Plaintiff's Original Petition—Suit for Wrongful Discharge—Oral Employment Contract for Definite Period, Dorsaneo, Texas Litigation Guide.

13-204 Dorsaneo, Texas Litigation Guide § 204.05, Pleadings in Business Entity Litigation (Chs. 160-205), Business Relationships (Chs. 200-205), Insured's Action Against Insurer, Dorsaneo, Texas Litigation Guide.

13-204 Dorsaneo, Texas Litigation Guide § 204.50, Pleadings in Business Entity Litigation (Chs. 160-205), Business Relationships (Chs. 200-205), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

14-210 Dorsaneo, Texas Litigation Guide § 210.51, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Drafting Petition, Dorsaneo, Texas Litigation Guide.

14-210A Dorsaneo, Texas Litigation Guide § 210A.200, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

14-214 Dorsaneo, Texas Litigation Guide § 214.05, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Jurisdiction, Dorsaneo, Texas Litigation Guide.

14-214 Dorsaneo, Texas Litigation Guide § 214.100, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Petition Against Carrier—Damage to Goods, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.002

14-216 Dorsaneo, Texas Litigation Guide § 216.08, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Procedural Matters, Dorsaneo, Texas Litigation Guide.

14-220 Dorsaneo, Texas Litigation Guide § 220.101, Pleadings in Commercial Litigation (Chs. 210-242), Deceptive Practices and Warranties (Chs. 220-223), Consumer's Petition, Dorsaneo, Texas Litigation Guide.

14-221 Dorsaneo, Texas Litigation Guide § 221.14, Pleadings in Commercial Litigation (Chs. 210-242), Deceptive Practices and Warranties (Chs. 220-223), Deceptive Trade Practices Act, Dorsaneo, Texas Litigation Guide.

14-221 Dorsaneo, Texas Litigation Guide § 221.100, Pleadings in Commercial Litigation (Chs. 210-242), Deceptive Practices and Warranties (Chs. 220-223), Plaintiff's Petition for Breach of Implied Warranty of Merchantability, Dorsaneo, Texas Litigation Guide.

14-222 Dorsaneo, Texas Litigation Guide § 222.06, Pleadings in Commercial Litigation (Chs. 210-242), Deceptive Practices and Warranties (Chs. 220-223), Suit Under BOA, Dorsaneo, Texas Litigation Guide.

15-231 Dorsaneo, Texas Litigation Guide § 231.50, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

15-234 Dorsaneo, Texas Litigation Guide § 234.11, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Federal Fair Credit Reporting Act (FCRA), Dorsaneo, Texas Litigation Guide.

16-235 Dorsaneo, Texas Litigation Guide § 235.03, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Laws That Affect Actions Involving Bank Deposits and Collections, Dorsaneo, Texas Litigation Guide.

16-235 Dorsaneo, Texas Litigation Guide § 235.100, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Petition—Breach of Warranty—Alteration, Dorsaneo, Texas Litigation Guide.

16-235 Dorsaneo, Texas Litigation Guide § 235.102, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Petition—Violation of Expedited Availability of Funds Act, Dorsaneo, Texas Litigation Guide.

16-235 Dorsaneo, Texas Litigation Guide § 235.201, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

16-236 Dorsaneo, Texas Litigation Guide § 236.23, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Procedural Considerations, Dorsaneo, Texas Litigation Guide.

16-240 Dorsaneo, Texas Litigation Guide § 240.05, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Enforcement of Security Interest, Dorsaneo, Texas Litigation Guide.

16-240 Dorsaneo, Texas Litigation Guide § 240.100, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Petition to Foreclose Security Interest, Dorsaneo, Texas Litigation Guide.

16-241 Dorsaneo, Texas Litigation Guide § 241.50, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Creditor's Guide, Dorsaneo, Texas Litigation Guide.

16-242 Dorsaneo, Texas Litigation Guide § 242.20, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Venue, Dorsaneo, Texas Litigation Guide.

16-242 Dorsaneo, Texas Litigation Guide § 242.51, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Debtor's Pleadings, Dorsaneo, Texas Litigation Guide.

16-242 Dorsaneo, Texas Litigation Guide § 242.100, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Petition Alleging Common-Law Unreasonable Collection Efforts, Dorsaneo, Texas Litigation Guide.

16-242 Dorsaneo, Texas Litigation Guide § 242.101, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Petition Alleging Violation of Texas Debt Collection Practices Act, Dorsaneo, Texas Litigation Guide.

17-254 Dorsaneo, Texas Litigation Guide § 254.53, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Action for Breach of Covenant, Dorsaneo, Texas Litigation Guide.

17-255 Dorsaneo, Texas Litigation Guide § 255.03, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Remedies of Creditor, Dorsaneo, Texas Litigation Guide.

17-255 Dorsaneo, Texas Litigation Guide § 255.100, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Petition for Judicial Foreclosure, Dorsaneo, Texas Litigation Guide.

17-255 Dorsaneo, Texas Litigation Guide § 255.110, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Petition for Deficiency Judgment Following Foreclosure of Deed of Trust, Dorsaneo, Texas Litigation Guide.

17-255 Dorsaneo, Texas Litigation Guide § 255.202, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

17-256 Dorsaneo, Texas Litigation Guide § 256.51, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Drafting Plaintiff's Petition, Dorsaneo, Texas Litigation Guide.

17-257 Dorsaneo, Texas Litigation Guide § 257.04, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Jurisdiction and Venue, Dorsaneo, Texas Litigation Guide.

17-257 Dorsaneo, Texas Litigation Guide § 257.50, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Bringing Suit to Remedy Impaired Title, Dorsaneo, Texas Litigation Guide.

17-257 Dorsaneo, Texas Litigation Guide § 257.201, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

18-280 Dorsaneo, Texas Litigation Guide § 280.200, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

19-291 Dorsaneo, Texas Litigation Guide § 291.100, Pleadings in Personal Injury Litigation (Chs. 290-351), General Negligence Liability (Chs. 290-293), Petition for Contractual Indemnity, Dorsaneo, Texas Litigation Guide.

19-291 Dorsaneo, Texas Litigation Guide § 291.101, Pleadings in Personal Injury Litigation (Chs. 290-351), General Negligence Liability (Chs. 290-293), Petition for Common-Law and Statutory Indemnity, Dorsaneo, Texas Litigation Guide.

19-291 Dorsaneo, Texas Litigation Guide § 291.102, Pleadings in Personal Injury Litigation (Chs. 290-351), General Negligence Liability (Chs. 290-293), Petition for Contribution, Dorsaneo, Texas Litigation Guide.

19-300 Dorsaneo, Texas Litigation Guide § 300.50, Pleadings in Personal Injury Litigation (Chs. 290-351), Vehicles (Chs. 300-302), Plaintiff's Pleadings, Dorsaneo, Texas Litigation Guide.

19-301 Dorsaneo, Texas Litigation Guide § 301.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Vehicles (Chs. 300-302), Passenger's Claim Against Common Carrier, Dorsaneo, Texas Litigation Guide.

19-302 Dorsaneo, Texas Litigation Guide § 302.50, Pleadings in Personal Injury Litigation (Chs. 290-351), Vehicles (Chs. 300-302), Petitioner's Guide, Dorsaneo, Texas Litigation Guide.

19-310 Dorsaneo, Texas Litigation Guide § 310.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Owners and Occupiers of Land (Chs. 310-311), Petition—Injury to Trespasser or Licensee Caused by Defendant's Gross Negligence, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.002

19-311 Dorsaneo, Texas Litigation Guide § 311.50, Pleadings in Personal Injury Litigation (Chs. 290-351), Owners and Occupiers of Land (Chs. 310-311), Plaintiff's Guide, Dorsaneo, Texas Litigation Guide.

20-320 Dorsaneo, Texas Litigation Guide § 320.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Goods and Services (Chs. 320-321), Plaintiff's Original Petition, Dorsaneo, Texas Litigation Guide.

20-322 Dorsaneo, Texas Litigation Guide § 322.01, Pleadings in Personal Injury Litigation (Chs. 290-351), Goods and Services (Chs. 320-321), Professional Malpractice in General, Dorsaneo, Texas Litigation Guide.

20-322 Dorsaneo, Texas Litigation Guide § 322.51, Pleadings in Personal Injury Litigation (Chs. 290-351), Goods and Services (Chs. 320-321), Drafting Plaintiff's Petition, Dorsaneo, Texas Litigation Guide.

20-323 Dorsaneo, Texas Litigation Guide § 323.50, Pleadings in Personal Injury Litigation (Chs. 290-351), Goods and Services (Chs. 320-321), Plaintiff's Pleadings, Dorsaneo, Texas Litigation Guide.

20-331 Dorsaneo, Texas Litigation Guide § 331.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Petition for False Imprisonment by Private Individual, Dorsaneo, Texas Litigation Guide.

20-332 Dorsaneo, Texas Litigation Guide § 332.13, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Venue, Dorsaneo, Texas Litigation Guide.

20-332 Dorsaneo, Texas Litigation Guide § 332.24, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Venue, Dorsaneo, Texas Litigation Guide.

20-332 Dorsaneo, Texas Litigation Guide § 332.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Petition for Malicious Prosecution, Dorsaneo, Texas Litigation Guide.

20-332 Dorsaneo, Texas Litigation Guide § 332.110, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Petition for Abuse of Process—General Form, Dorsaneo, Texas Litigation Guide.

20-334 Dorsaneo, Texas Litigation Guide § 334.50, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Bringing Action for Conversion, Dorsaneo, Texas Litigation Guide.

20-336 Dorsaneo, Texas Litigation Guide § 336.06, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Procedural Matters, Dorsaneo, Texas Litigation Guide.

21-341 Dorsaneo, Texas Litigation Guide § 341.200, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

21-342 Dorsaneo, Texas Litigation Guide § 342.50, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Plaintiff's Pleadings, Dorsaneo, Texas Litigation Guide.

21-342 Dorsaneo, Texas Litigation Guide § 342.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Petition for Recovery Against Insurer and Other Motorist, Dorsaneo, Texas Litigation Guide.

21-343 Dorsaneo, Texas Litigation Guide § 343.50, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Petition—Suit on Insurance Policy, Dorsaneo, Texas Litigation Guide.

21-343 Dorsaneo, Texas Litigation Guide § 343.110, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Petition—General Form, Dorsaneo, Texas Litigation Guide.

21-345 Dorsaneo, Texas Litigation Guide § 345.120, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Basic Petition Against Liability Insurance Carrier, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.002

21-345 Dorsaneo, Texas Litigation Guide § 345.200, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

22-361 Dorsaneo, Texas Litigation Guide § 361.03, Family Code Litigation (Chs. 360-382), Dissolution Procedures (Chs. 360-364), Procedure, Dorsaneo, Texas Litigation Guide.

24-394 Dorsaneo, Texas Litigation Guide § 394.08, Probate Code Litigation (Chs. 390-415), Commencement of Proceedings (Chs. 390-394), Declaratory Judgment Actions to Construe Wills, Dorsaneo, Texas Litigation Guide.

25-424 Dorsaneo, Texas Litigation Guide § 424.102, Administrative Proceedings (Chs. 420-425), DIRECT JUDICIAL PROCEEDINGS, Petition to Enjoin Enforcement of Penal Statute, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.003

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter A Definitions; General Rules (§§ 15.001 — 15.010)

Sec. 15.003. Multiple Plaintiffs and Intervening Plaintiffs.

(a) In a suit in which there is more than one plaintiff, whether the plaintiffs are included by joinder, by intervention, because the lawsuit was begun by more than one plaintiff, or otherwise, each plaintiff must, independently of every other plaintiff, establish proper venue. If a plaintiff cannot independently establish proper venue, that plaintiff's part of the suit, including all of that plaintiff's claims and causes of action, must be transferred to a county of proper venue or dismissed, as is appropriate, unless that plaintiff, independently of every other plaintiff, establishes that:

- (1) joinder of that plaintiff or intervention in the suit by that plaintiff is proper under the Texas Rules of Civil Procedure;
- (2) maintaining venue as to that plaintiff in the county of suit does not unfairly prejudice another party to the suit;
- (3) there is an essential need to have that plaintiff's claim tried in the county in which the suit is pending; and
- (4) the county in which the suit is pending is a fair and convenient venue for that plaintiff and all persons against whom the suit is brought.

(b) An interlocutory appeal may be taken of a trial court's determination under Subsection (a) that:

- (1) a plaintiff did or did not independently establish proper venue; or
- (2) a plaintiff that did not independently establish proper venue did or did not establish the items prescribed by Subsections (a)(1)—(4).

(c) An interlocutory appeal permitted by Subsection (b) must be taken to the court of appeals district in which the trial court is located under the procedures established for interlocutory appeals. The appeal may be taken by a party that is affected by the trial court's determination under Subsection (a). The court of appeals shall:

- (1) determine whether the trial court's order is proper based on an independent determination from the record and not under either an abuse of discretion or substantial evidence standard; and
- (2) render judgment not later than the 120th day after the date the appeal is perfected.

(d) An interlocutory appeal under Subsection (b) has the effect of staying the commencement of trial in the trial court pending resolution of the appeal.

History

Enacted by Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 1, effective August 28, 1995; am. Acts 2003, 78th Leg., ch. 204 (H.B. 4), § 3.03, effective September 1, 2003.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

1995 Note:

See note following § 15.001.

Case Notes

Antitrust & Trade Law: Consumer Protection: Deceptive Acts & Practices: State Regulation

Civil Procedure: Justiciability: Standing: General Overview

Civil Procedure: Venue

Civil Procedure: Venue: General Overview

Civil Procedure: Venue: Corporations

Civil Procedure: Venue: Forum Non Conveniens

Civil Procedure: Venue: Motions to Transfer

Civil Procedure: Venue: Motions to Transfer: General Overview

Civil Procedure: Venue: Motions to Transfer: Choice of Forum

Civil Procedure: Venue: Multiparty Litigation

Civil Procedure: Venue: Special Venue

Civil Procedure: Parties: Intervention

Civil Procedure: Parties: Intervention: General Overview

Civil Procedure: Parties: Joinder

Civil Procedure: Parties: Joinder: General Overview

Civil Procedure: Parties: Joinder: Misjoinder

Civil Procedure: Parties: Joinder: Necessary Parties

Civil Procedure: Parties: Joinder: Permissive Joinder

Civil Procedure: Joinder of Claims & Remedies: General Overview

Civil Procedure: Discovery: Protective Orders

Civil Procedure: Judgments: Entry of Judgments: Multiple Claims & Parties

Civil Procedure: Appeals: Appellate Jurisdiction: Final Judgment Rule

Civil Procedure: Appeals: Appellate Jurisdiction: Interlocutory Orders

Civil Procedure: Appeals: Reviewability: Preservation for Review

Civil Procedure: Appeals: Reviewability: Time Limitations

Estate, Gift & Trust Law: Probate: Procedures in Probate: Jurisdiction & Venue

Evidence: Procedural Considerations: Burdens of Proof: General Overview

Family Law: Family Protection & Welfare: Cohabitants & Spouses: General Overview

Governments: Courts: Rule Application & Interpretation

Governments: Public Improvements: Sanitation & Water

Labor & Employment Law: Wage & Hour Laws: Remedies: Class Actions

Torts: Procedure: Commencement & Prosecution: Venue

Torts: Transportation Torts: Rail Transportation: General Overview

Antitrust & Trade Law: Consumer Protection: Deceptive Acts & Practices: State Regulation

Venue for the client's suit against the law firm was proper in that county under the Texas Theft Liability Act, Tex. Civ. Prac. & Rem. Code Ann. § 134.004, as the facts included the client's accusation that the agent committed theft of property situated in Hidalgo County while acting as an agent of the law firm. .

Civil Procedure: Justiciability: Standing: General Overview

Where appellant attorney sued appellee attorney and law firm (law firm) for various torts and breach-of-contract, and appellant lawyer intervened asserting similar claims against the law firm, the attorney's appeal from the district court's order striking the lawyer's intervention was dismissed for want of jurisdiction because the attorney was already a party to the lawsuit; thus, the attorney was not seeking intervention or joinder, and the attorney had no standing to bring an interlocutory appeal. *Ramirez v. Collier, Shannon, Scott, PLLC*, No. 01-01-00752-CV, 2003 Tex. App. LEXIS 3358 (Tex. App. Houston 1st Dist. Apr. 17, 2003), op. withdrawn, sub. op., vacated, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003).

Civil Procedure: Venue

Because underwriters purposefully structured a securities transaction to avoid personal jurisdiction in Texas, all claims against the underwriters had to be dismissed; therefore, venue was not proper as to the remaining

defendants even if an underwriter had a Texas office. *Venator Materials PLC v. Macomb Cty. Employees' Ret. Sys.*, No. 05-19-01177-CV, 2020 Tex. App. LEXIS 534 (Tex. App. Dallas Jan. 21, 2020).

Civil Procedure: Venue: General Overview

Non-Texas opt-in plaintiffs in a collective action under 29 U.S.C.S. § 216(b) did not show Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) violated the privileges and immunities clause in U.S. Const. art. IV, § 2, cl. 1 because the plaintiffs did not show the plaintiffs could not prove the four elements of an exception to the Texas statute. *Aaronii v. Directory Distrib. Assocs., Inc.*, 462 S.W.3d 190, 2015 Tex. App. LEXIS 1829 (Tex. App. Houston 14th Dist. Feb. 26, 2015, no pet.).

Collective action procedure in 29 U.S.C.S. § 216(b) did not preempt Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) because, inter alia, 29 U.S.C.S. § 216(b) did not say the Texas statute's procedural rules could not burden the federal right of opting into a collective action. *Aaronii v. Directory Distrib. Assocs., Inc.*, 462 S.W.3d 190, 2015 Tex. App. LEXIS 1829 (Tex. App. Houston 14th Dist. Feb. 26, 2015, no pet.).

Collective action procedure in 29 U.S.C.S. § 216(b) did not preempt Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) because both could be complied with, and § 15.003(a) was not an obstacle to congressional purposes, since, inter alia, 29 U.S.C.S. § 216(b) did not state venue was proper as to all opt-in plaintiffs if venue was proper as to named plaintiffs. *Aaronii v. Directory Distrib. Assocs., Inc.*, 462 S.W.3d 190, 2015 Tex. App. LEXIS 1829 (Tex. App. Houston 14th Dist. Feb. 26, 2015, no pet.).

Collective action procedure in 29 U.S.C.S. § 216(b) did not preempt Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) because, inter alia, the Texas statute was a neutral court administration statute. *Aaronii v. Directory Distrib. Assocs., Inc.*, 462 S.W.3d 190, 2015 Tex. App. LEXIS 1829 (Tex. App. Houston 14th Dist. Feb. 26, 2015, no pet.).

Collective action procedure in 29 U.S.C.S. § 216(b) did not preempt Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) because both could be complied with, and § 15.003(a) was not an obstacle to congressional purposes, since, inter alia, 29 U.S.C.S. § 216(b) did not bar requiring non-Texas opt-in plaintiffs to show venue under the Texas statute. *Aaronii v. Directory Distrib. Assocs., Inc.*, 462 S.W.3d 190, 2015 Tex. App. LEXIS 1829 (Tex. App. Houston 14th Dist. Feb. 26, 2015, no pet.).

Trial court did not err in denying the law firm's motion to transfer the debtor's suit where the allegations constituted probative evidence that a substantial part of the events or omissions giving rise to the debtor's claim occurred in Hidalgo County. .

Interlocutory appeal of a trial court's denial of a motion to transfer venue was dismissed for lack of jurisdiction where appellants' response did not establish that the appellate court had jurisdiction, given the trial court's revised order in which it specifically stated its decision to deny the motion was based on Tex. Civ. Prac. & Rem. Code Ann. § 15.002. Appellees had asserted that venue was proper in the county in which they filed suit under § 15.002(a) on the basis that all or part of the facts giving rise to the cause accrued, in whole or in part, in that county, and although appellants filed their motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.003, in their reply, appellants had alleged venue was improper pursuant to §§ 15.002 and 15.003. *Basic Energy Servs. GP, LLC v. Gomez*, No. 04-10-00128-CV, 2010 Tex. App. LEXIS 9407 (Tex. App. San Antonio Nov. 24, 2010).

Denial of motion to transfer venue was proper, because the contract for legal services specifically placed venue in Bexar County; the attorneys pled and submitted proof that the attorney retention agreement and supplement were signed by the clients, and provided that performance would occur in Bexar County. *Thomas v. Hoelke*, No. 04-09-00771-CV, 2010 Tex. App. LEXIS 4501 (Tex. App. San Antonio June 16, 2010).

In a case involving claims of negligent design, manufacture, and marketing of washing machine hoses, wherein 22 of 23 plaintiffs failed to establish proper venue in the county of suit, as required by Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), the trial court's order denying severance as to the 22 plaintiffs was reversed because none of

Tex. Civ. Prac. & Rem. Code § 15.003

those plaintiffs established an “essential need” to have their claims tried in the county in which the suit was pending. *Dayco Prods. v. Ebrahim*, 10 S.W.3d 80, 1999 Tex. App. LEXIS 9629 (Tex. App. Tyler Dec. 10, 1999, reh'g denied).

Because Tex. Civ. Prac. & Rem. Code Ann. § 15.003 permitted an interlocutory appeal only from a decision allowing or denying joinder where a party was unable to independently establish proper venue, and because no interlocutory appeal was permitted from a determination that venue had been established under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002(a) and 15.005, the court had no basis for appellate jurisdiction from a decision in which the trial court found that each plaintiff had independently established proper venue, but did not reach the joinder question raised by defendants under Tex. Civ. Prac. & Rem. Code Ann. § 15.003. *American Home Prods. Corp. v. Clark*, 999 S.W.2d 908, 1999 Tex. App. LEXIS 6772 (Tex. App. Waco Sept. 8, 1999), *aff'd*, 38 S.W.3d 92, 2000 Tex. LEXIS 112 (Tex. 2000).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(b), the legislature provided defendant corporations, in plaintiff consumers' class-action suit against them, with a means to address the fairness and convenience of trying a suit in different counties in Texas in the traditional non conveniens sense; the legislature did not intend to impose as extensive a burden in requiring a showing of fairness and convenience under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a)(4). *Abel v. Surgitek*, 975 S.W.2d 30, 1998 Tex. App. LEXIS 2076 (Tex. App. San Antonio Apr. 8, 1998), *rev'd*, 997 S.W.2d 598, 1999 Tex. LEXIS 84 (Tex. 1999).

Civil Procedure: Venue: Corporations

Trial court erred in denying appellant aviation company's motion to transfer venue of appellees' negligence and wrongful death suit against appellant from Rusk County, Texas, to Smith County, Texas, where the plane crash at issue had occurred, because Rusk County was not established as a proper venue, as appellees did not make a prima facie showing that appellant had a principal office in Rusk County; the evidence showed appellant's Gregg County office was appellant's physical location, as it housed all work-related equipment and files for the company and was the only place where customers met with company employees, and nothing demonstrated appellant's registered agent conducted the daily affairs of appellant at his Rusk County lake house. *Flare Air, L.L.C. v. Burton*, No. 06-18-00097-CV, 2019 Tex. App. LEXIS 151 (Tex. App. Texarkana Jan. 11, 2019).

Civil Procedure: Venue: Forum Non Conveniens

Appellate court had no jurisdiction to consider the wife's argument that the trial court erred in denying her motion to transfer the lawsuit to Maryland and in denying her motion to dismiss the lawsuit on forum non conveniens grounds, because Tex. Civ. Prac. & Rem. Code Ann. § 51.014 did not permit appeal from an interlocutory order denying such a motion, and Tex. Civ. Prac. & Rem. Code Ann. § 71.051, did not provide for interlocutory appeal from the trial court's refusal to dismiss. *Morrill v. Cisek*, No. 01-03-01336-CV, No. 01-04-00266-CV, 2005 Tex. App. LEXIS 7280 (Tex. App. Houston 1st Dist. Aug. 31, 2005).

Civil Procedure: Venue: Motions to Transfer

Trial court erred in denying appellant aviation company's motion to transfer venue of appellees' negligence and wrongful death suit against appellant from Rusk County, Texas, to Smith County, Texas, where the plane crash at issue had occurred, because Rusk County was not established as a proper venue, as appellees did not make a prima facie showing that appellant had a principal office in Rusk County; the evidence showed appellant's Gregg County office was appellant's physical location, as it housed all work-related equipment and files for the company and was the only place where customers met with company employees, and nothing demonstrated appellant's registered agent conducted the daily affairs of appellant at his Rusk County lake house. *Flare Air, L.L.C. v. Burton*, No. 06-18-00097-CV, 2019 Tex. App. LEXIS 151 (Tex. App. Texarkana Jan. 11, 2019).

Interlocutory appeal could be taken from the denial of a motion to transfer venue because there were multiple plaintiffs. Mandatory venue for claims to enforce rights under oyster leases, declaratory claims involving public fishing areas, and a challenge to the validity of a lease was where the leases and a part of the public fishing areas were located; moreover, a potential for inconsistent judgments allowed parties with leases in a different county to avoid transfer based on essential need. *Sustainable Tex. Oyster Res. Mgmt., LLC v. Hannah Reef, Inc.*, 491 S.W.3d 96, 2016 Tex. App. LEXIS 3339 (Tex. App. Houston 1st Dist. Mar. 31, 2016, no pet.).

In a suit by multiple appellees to recover money appellants misappropriated, the trial court properly denied appellants' motion to transfer venue because the events alleged to have occurred in the county of suit, which included that it was the location for the meeting at which appellants' alleged material misrepresentation was made, constituted a substantial part of the events giving rise to appellees' fraud claim, and each appellee had therefore established proper venue against appellants in the county of suit as to that claim; further, because appellees' remaining claims arose from the same series of transactions or occurrences, the trial court had venue to determine all of appellees' claims. *Pellegrini v. Six Pines Exploration, LLC*, No. 03-18-00774-CV, 2019 Tex. App. LEXIS 10133 (Tex. App. Austin Nov. 22, 2019).

Employer and driver did not base their motion to transfer on grounds that an impartial trial could not be had in Rusk County or on an established ground of mandatory venue; venue of the claimants' suit against the independent administrator of the decedent's estate was proper in Rusk County, and because the claimants' claims against the administrator and appellants arose out of the same transaction, occurrence, or series of transactions or occurrences, venue in Rusk County was also established as to appellants. *UPS Ground Freight, Inc. v. Trotter*, No. 12-19-00135-CV, 2020 Tex. App. LEXIS 1127 (Tex. App. Tyler Feb. 10, 2020).

Civil Procedure: Venue: Motions to Transfer: General Overview

Law firm and attorney met their burden under Tex. R. Civ. P. 87(2)(a), (3)(a) to show that venue was proper under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002(a), 15.003(a) in a fee collection suit because some of the legal work was performed in the county where they brought suit. *Nalle Plastics Family v. Porter*, 406 S.W.3d 186, 2013 Tex. App. LEXIS 4826 (Tex. App. Corpus Christi Apr. 18, 2013, no pet.).

Debtor's intervention in the personal injury action below was best characterized as a defensive intervention because the creditor intervened to recover funds from the debtor out of the defendant's settlement payment to the plaintiff, and the debtor filed defensive pleadings seeking to avoid the creditor's recovery; there was no indication that the debtor would have filed an intervention or any other responsive pleadings against the creditor's claims of the creditor had not first intervened in the action. Because the record supported the characterization of the debtor as an intervening defendant, Tex. Civ. Prac. & Rem. Code Ann. § 15.003 did not apply, and because no applicable statute allowed for an interlocutory appeal, the appeal had to be dismissed for want of jurisdiction. *Counsel Fin. Servs., L.L.C. v. Leibowitz*, No. 13-10-00693-CV, 2011 Tex. App. LEXIS 5078 (Tex. App. Corpus Christi July 1, 2011).

Appellate court had to abate an appeal challenging a trial court's denial of appellants' motion to transfer venue where both Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002 and 15.003 arguments were presented to the trial court as grounds for the motion because the trial court's order did not specify the basis for its ruling, and because the appellate court's jurisdiction depended on the basis for that ruling. It was unclear whether the trial court denied the motion because appellees independently established proper venue pursuant to § 15.002 or because they met the joinder requirements pursuant to § 15.003, but if § 15.002 was the basis for the trial court's ruling denying the motion, then the appellate court did not have jurisdiction over the appeal, while, conversely, if § 15.003 was the basis for the trial court's ruling denying the motion, then the appellate court had jurisdiction to hear the interlocutory appeal. *Basic Energy Servs. GP, LLC v. Gomez*, 398 S.W.3d 734, 2010 Tex. App. LEXIS 5455 (Tex. App. San Antonio July 14, 2010, no pet.).

Because a trial court did not reach the question of whether a party "independently" established venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), no interlocutory appeal would lie from the trial court's order granting a

motion for a change of venue pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a). *Perot v. Hughes & Luce, L.L.P.*, No. 2-06-290-CV, 2006 Tex. App. LEXIS 9568 (Tex. App. Fort Worth Nov. 2, 2006).

Where the trial court determined that the plaintiffs had independently established venue in the county of suit, the appeals court did not have jurisdiction over the defendants' interlocutory appeal and had to dismiss the appeal for want of jurisdiction. *J. Michael Fincher, P.C. v. Wright*, 141 S.W.3d 255, 2004 Tex. App. LEXIS 6124 (Tex. App. Fort Worth July 8, 2004, no pet.).

Court affirmed the denial of motions to strike joinders and interventions for those who established prima facie proof of joinder requirements; court did not have jurisdiction under Tex. Civ. Prac. & Rem. Code Ann. § 15.003 to review the denial of change of venue for those plaintiffs who were residents of the county. *Bristol-Myers Squibb Co. v. Goldston*, 983 S.W.2d 369, 1998 Tex. App. LEXIS 8068 (Tex. App. Fort Worth Dec. 31, 1998, pet. dismissed by agreement).

Civil Procedure: Venue: Motions to Transfer: Choice of Forum

Defendants met their burden of showing that no substantial part of the events giving rise to the intervenor's claims took place in Jefferson County, and the intervenor failed to independently establish that venue was proper in Jefferson County under the general venue statute; the intervenor failed to produce sufficient evidence to satisfy its burden. *Brown v. Health & Med. Practice Assocs.*, No. 09-13-00192-CV, 2013 Tex. App. LEXIS 12924 (Tex. App. Beaumont Oct. 17, 2013).

In suit alleging, inter alia, breach of contract and fraud, venue was proper in county that employees, who were the plaintiffs, chose because a substantial part of the events that led to the suit occurred in that county, even though the corporation, who was the employer, alleged that the employees' contacts with that county came about for the employees' convenience. *Siemens Corp. v. Bartek*, No. 03-04-00613-CV, 24 I.E.R. Cas. (BNA) 1080, 2006 Tex. App. LEXIS 3533 (Tex. App. Austin Apr. 28, 2006).

Venue for homeowners' suit against a developer was not proper in Hidalgo County because the owners failed to establish a link between the developer's presentations to them in Hidalgo and the essential elements of their misrepresentation claims; therefore, venue was ordered transferred to the county of the developer's office. *Double Diamond-Delaware, Inc. v. Alfonso*, 487 S.W.3d 265, 2016 Tex. App. LEXIS 349 (Tex. App. Corpus Christi Jan. 14, 2016), reh'g denied, No. 13-14-00324-CV, 2016 Tex. App. LEXIS 4570 (Tex. App. Corpus Christi Mar. 1, 2016).

Civil Procedure: Venue: Multiparty Litigation

In a suit by multiple appellees to recover money appellants misappropriated, the trial court properly denied appellants' motion to transfer venue because the events alleged to have occurred in the county of suit, which included that it was the location for the meeting at which appellants' alleged material misrepresentation was made, constituted a substantial part of the events giving rise to appellees' fraud claim, and each appellee had therefore established proper venue against appellants in the county of suit as to that claim; further, because appellees' remaining claims arose from the same series of transactions or occurrences, the trial court had venue to determine all of appellees' claims. *Pellegrini v. Six Pines Exploration, LLC*, No. 03-18-00774-CV, 2019 Tex. App. LEXIS 10133 (Tex. App. Austin Nov. 22, 2019).

Appellate court had jurisdiction over an appeal in a multiple plaintiff personal injury and wrongful death case because an order denying a motion to transfer venue of the entire case was a determination that every plaintiff independently established proper venue, and such orders were subject to interlocutory appeal. *Union Pac. R.R. Co. v. Stouffer*, 420 S.W.3d 233, 2013 Tex. App. LEXIS 15358 (Tex. App. Dallas Dec. 19, 2013), reh'g denied, No. 05-13-01224-CV, 2014 Tex. App. LEXIS 1737 (Tex. App. Dallas Jan. 22, 2014).

Defendants met their burden of showing that no substantial part of the events giving rise to the intervenor's claims took place in Jefferson County, and the intervenor failed to independently establish that venue was proper in Jefferson County under the general venue statute; the intervenor failed to produce sufficient evidence to satisfy its

Tex. Civ. Prac. & Rem. Code § 15.003

burden. *Brown v. Health & Med. Practice Assocs.*, No. 09-13-00192-CV, 2013 Tex. App. LEXIS 12924 (Tex. App. Beaumont Oct. 17, 2013).

Appellate court's jurisdiction to hear an interlocutory appeal of a trial court's denial of appellants' motions to transfer venue was not invoked under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) where appellees' cross-claim did not transform them into "plaintiffs" because they were sued by the plaintiff in the underlying action and brought their cross-claim in the same capacities—individually as legal heirs and as personal representatives of their daughter's estate. As such, venue for their cross-claim was established in Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a). *Harding Bars, LLC v. McCaskill*, 374 S.W.3d 517, 2012 Tex. App. LEXIS 4642 (Tex. App. San Antonio June 13, 2012, no pet.).

Appellate court had jurisdiction over the law firm's appeal because Tex. Civ. Prac. & Rem. Code Ann. § 15.003(b) allowed an interlocutory appeal of a trial court's determination that (1) a plaintiff did or did not independently establish proper venue, or (2) a plaintiff that did not independently establish proper venue did not establish the four requirements specified in subsection (a). .

Venue for the client's suit against the law firm was proper in that county under the Texas Theft Liability Act, Tex. Civ. Prac. & Rem. Code Ann. § 134.004, as the facts included the client's accusation that the agent committed theft of property situated in Hidalgo County while acting as an agent of the law firm. .

Appellate court had jurisdiction to hear an interlocutory appeal of a motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.003 because a lawsuit relating to chemical exposure had multiple plaintiffs. *Shell Oil Co. v. Baran*, 258 S.W.3d 719, 2008 Tex. App. LEXIS 4225 (Tex. App. Beaumont June 12, 2008, no pet.).

Trial court erred in finding that each plaintiff in a multi-plaintiff lawsuit had independently established proper venue in Orange County, Texas, where plaintiffs had not pled or relied upon any of the factors set forth in Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) to support venue, and where all but two defendants specifically denied plaintiffs' allegation that all or a substantial part of the events giving rise to plaintiffs' cause of action occurred in Orange County, Texas; therefore, plaintiffs failed to meet their burden to establish venue based on that venue allegation pursuant to Tex. R. Civ. P. 87, and venue thus was not proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1) as to those defendants who specifically denied the venue allegations. *Crown Cent. LLC v. Anderson*, 239 S.W.3d 385, 2007 Tex. App. LEXIS 8123 (Tex. App. Beaumont Oct. 11, 2007, no pet.).

Trial court erred under Tex. Civ. Prac. & Rem. Code Ann. § 15.003 in finding that each plaintiff in a multi-plaintiff lawsuit had independently established proper venue in Orange County, Texas, where plaintiffs alleged that one defendant had a principal place of business in Orange County, because although plaintiffs stated in their response to defendants' motions to transfer venue that their claims arose out of the same transaction, occurrence, or series of transactions or occurrences because plaintiffs suffered from indivisible injuries, plaintiffs neither pled facts nor offered any prima facie proof supporting that contention as required by Tex. R. Civ. P. 87; because those venue facts were not pled in plaintiffs' original petition, plaintiffs could not rely upon that as a basis for the trial court's exercise of venue. *Crown Cent. LLC v. Anderson*, 239 S.W.3d 385, 2007 Tex. App. LEXIS 8123 (Tex. App. Beaumont Oct. 11, 2007, no pet.).

Issue was one of venue, not of multiple- or intervening-plaintiff joinder, where the same individuals sued hospitals from two different counties for survival and wrongful death arising from the same series of events. The venue determination was not reviewable, however, as the court of appeals does not have jurisdiction over an interlocutory appeal from a venue determination. *Centerpoint Energy Houston Elec., L.L.C. v. Brunkenhoefer*, No. 09-03-492 CV, 2004 Tex. App. LEXIS 1497 (Tex. App. Beaumont Feb. 12, 2004).

Appellate court had jurisdiction over carbon dioxide producers' interlocutory appeals of a probate court's denial of the producers' motions to transfer venue as to various royalty interest owners, pursuant to former Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c), in the owners' action seeking recovery of unpaid royalty interests, as the probate court had "necessarily determined" that the owners each independently had satisfied the intervention or joinder requirements of former § 15.003(a). *Mobil Oil Corp. v. Shores*, 128 S.W.3d 718, 166 Oil & Gas Rep. 618, 2004 Tex. App. LEXIS 902 (Tex. App. Fort Worth Jan. 29, 2004, no pet.).

Tex. Civ. Prac. & Rem. Code § 15.003

Interlocutory appeal is available under former Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) from a ruling allowing or disallowing joinder of a plaintiff who is unable to independently establish venue. To be appealable under former § 15.003(c), the venue ruling must “necessarily determine” an intervention or joinder issue under former § 15.003(c). *Mobil Oil Corp. v. Shores*, 128 S.W.3d 718, 166 Oil & Gas Rep. 618, 2004 Tex. App. LEXIS 902 (Tex. App. Fort Worth Jan. 29, 2004, no pet.).

When a trial court’s order does not necessarily determine an intervention or joinder issue under former Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), but instead determines the propriety of venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.002, interlocutory appeal is unavailable and neither the court of appeals nor the Supreme Court of Texas can review the propriety of the trial court’s venue decision. *Mobil Oil Corp. v. Shores*, 128 S.W.3d 718, 166 Oil & Gas Rep. 618, 2004 Tex. App. LEXIS 902 (Tex. App. Fort Worth Jan. 29, 2004, no pet.).

Appellate court had jurisdiction to hear an interlocutory appeal of an order denying a Wisconsin resident’s motion to intervene in a Texas action related to the loss of attorney trust account funds filed against a Washington, D.C. attorney and law firm where the intervenor failed to prove venue; the order was affirmed where the Wisconsin resident failed to establish venue requirements based on the residency of the defendants or the place where the events arose giving rise to the suit, and the intervenor also failed to satisfy the requirements for intervention without proper venue, because he failed to establish an essential need to have his claim tried in Texas. *Ramirez v. Collier, Shannon, Scott, PLLC*, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003, no pet.).

Where appellant attorney sued appellee attorney and law firm (law firm) for various torts and breach-of-contract, and appellant lawyer intervened asserting similar claims against the law firm, the district court’s order striking the lawyer’s intervention was affirmed because (1) the appellate court did not have jurisdiction to hear an interlocutory appeal of a failure to establish proper venue in that it was an interlocutory appeal of venue facts, presented as a joinder ruling, and failure to establish proper venue was not subject to interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.064(a) and 51.014(a), and (2) the lawyer failed to establish that intervention was proper pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) because the lawyer failed to establish essential need in that the lawyer failed to show that it was indispensably necessary to try the claims in a specific county. *Ramirez v. Collier, Shannon, Scott, PLLC*, No. 01-01-00752-CV, 2003 Tex. App. LEXIS 3358 (Tex. App. Houston 1st Dist. Apr. 17, 2003), op. withdrawn, sub. op., vacated, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003).

With the passage of Tex. Civ. Prac. & Rem. Code Ann. § 15.003(b)(1), the appellate court is persuaded that the legislature does not intend to allow the interlocutory appeal of venue facts, even in a joinder ruling, and to allow an interlocutory appeal of failure to establish proper venue is an interlocutory appeal of a venue ruling, which is not subject to interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.064(a) and 51.014(a). *Ramirez v. Collier, Shannon, Scott, PLLC*, No. 01-01-00752-CV, 2003 Tex. App. LEXIS 3358 (Tex. App. Houston 1st Dist. Apr. 17, 2003), op. withdrawn, sub. op., vacated, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003).

Tex. Civ. Prac. & Rem. Code Ann. § 15.003 did not allow interlocutory appeal where trial court ruled venue was proper as to a joining plaintiff under Tex. Civ. Prac. & Rem. Code Ann. § 15.002, and did not provide for interlocutory appeal from a determination that the person seeking intervention or joinder had independently established proper venue. *Elec. Data Sys. Corp. v. Pioneer Elecs., Inc.*, 68 S.W.3d 254, 2002 Tex. App. LEXIS 984 (Tex. App. Fort Worth Feb. 4, 2002, no pet.).

Where corporations challenged an order denying their objections to venue based upon the joinder of multiple plaintiffs in a breast implant product liability suit, the order was improper; an advance agreement as to venue could not encroach on the statutory scheme fixing mandatory venue. *Bristol-Myers Squibb Co. v. Goldston*, 957 S.W.2d 671, 1997 Tex. App. LEXIS 6409 (Tex. App. Fort Worth Dec. 11, 1997, no pet.).

Appellate court lacked jurisdiction to hear a probate court’s denial of a motion by the decedent’s niece and nephew to transfer venue to the county where the decedent resided and was domiciled at the time of his death because the

probate court's order was not final and appealable where it did not affect the substantial rights of any party and did not dispose of all issues and parties, there was no specific provision in the Estates Code allowing an interlocutory appeal of a probate venue determination, and the multiparty statute, by its own terms, did not apply to probate proceedings. *In re Estate of Griffith*, No. 05-19-01144-CV, 2020 Tex. App. LEXIS 274 (Tex. App. Dallas Jan. 10, 2020).

Civil Procedure: Venue: Special Venue

Asset purchase agreement providing for exclusive jurisdiction and venue in either Tarrant County or the United States District Court for the Northern District of Texas and involving more than one million dollars allowed the sellers to enforce mandatory venue in Tarrant County under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(a), (b), by way of mandamus as provided in Tex. Civ. Prac. & Rem. Code Ann. § 15.0642; the buyers' permissive venue choice under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 had to yield to mandatory venue under § 15.020 because joinder was proper within the meaning of Tex. Civ. Prac. & Rem. Code Ann. §§ 15.003, 15.004, 15.005. *In re R.R. Repair & Maint., Inc.*, No. 05-09-01035-CV, 2009 Tex. App. LEXIS 8404 (Tex. App. Dallas Nov. 2, 2009).

Railroad worker whose personal injury cause of action arose under the Federal Employers' Liability Act did not meet his burden of establishing all four elements required by Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) for joinder based on his claim that he had an essential need to have his case tried in a certain county because his key witness, his automobile passenger, was only available to testify in that county because the worker failed to establish that it was indispensably necessary to try his claim in the claimed county. The passenger's assertion that he would only testify for the worker if his case was tried in that county failed to rise to the level of prima facie evidence on the issue of unavailability because the worker had the ability to subpoena the passenger to appear at a trial in either of the venues requested by the opposing party, which were both within 150 miles from the location of the passenger's residence. *Renzenberger, Inc. v. O'Bryant*, No. 13-05-00090-CV, 2005 Tex. App. LEXIS 4414 (Tex. App. Corpus Christi June 9, 2005).

Plaintiff's proof of no unfair prejudice and convenience did not meet its prima facie burden; plaintiff submitted an unsworn declaration that transferring claims to Tarrant County would not promote justice, would decrease convenience, and would create a multiplicity of suits, but these bare assertions did not establish by prima facie proof that venue in Wise County would not unfairly prejudice another party or that it would be fair and convenient for defendants. *Devon Energy Corp. v. Iona Energy, L.P.*, No. 02-19-00343-CV, 2020 Tex. App. LEXIS 210 (Tex. App. Fort Worth Jan. 9, 2020).

Plaintiff's inconsistent judgments argument did not meet its high burden to establish the essential need that its claims be tried in Wise county; any judgment regarding the other Wise County plaintiffs would not collaterally estop a different county from entering an inconsistent judgment based on plaintiff's separate lease and defendants' separate obligations under the lease and the transfer order. *Devon Energy Corp. v. Iona Energy, L.P.*, No. 02-19-00343-CV, 2020 Tex. App. LEXIS 210 (Tex. App. Fort Worth Jan. 9, 2020).

Civil Procedure: Parties: Intervention

Plaintiffs offered prima facie proof of the venue allegation with respect to an employee, because the employee's admission was within the scope of review and the admission demonstrated that the employee was a resident of Dallas County at the time the cause of action accrued. *Galindo v. Garner*, No. 05-19-00061-CV, 2019 Tex. App. LEXIS 3864 (Tex. App. Dallas May 14, 2019).

Civil Procedure: Parties: Intervention: General Overview

Trial court properly permitted subsidiaries to join and intervene in a lawsuit brought by insureds because (1) the subsidiaries established an essential need under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a)(3) to try their

Tex. Civ. Prac. & Rem. Code § 15.003

claims in this county, and the subsidiaries' essential need was their need to avoid the bar of collateral estoppel, and (2) because proof of no unfair prejudice under § 15.003(a)(2) could establish that a venue was fair and convenient, and because the insurers did not challenge the subsidiaries' proof of no unfair prejudice, the subsidiaries established that the county in which the lawsuit was brought was a fair and convenient venue under § 15.003(a)(4). *Nat'l Union Fire Ins. Co. v. Valero Energy Corp.*, 143 S.W.3d 859, 2004 Tex. App. LEXIS 7596 (Tex. App. Corpus Christi Aug. 25, 2004, no pet.).

When a trial court's order does not necessarily determine an intervention or joinder issue under former Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), but instead determines the propriety of venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.002, interlocutory appeal is unavailable and neither the court of appeals nor the Supreme Court of Texas can review the propriety of the trial court's venue decision. *Mobil Oil Corp. v. Shores*, 128 S.W.3d 718, 166 Oil & Gas Rep. 618, 2004 Tex. App. LEXIS 902 (Tex. App. Fort Worth Jan. 29, 2004, no pet.).

Where a trial court's order necessarily determined a plaintiff's joinder under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), the statute allowed for either party to contest the decision by taking an interlocutory appeal; the appellate court concluded that it had jurisdiction over the appeal and that the customer had not met her burden of establishing the joinder elements, as required by Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c), such that the objection to the intervention should have been sustained. *Wyeth v. Hall*, 118 S.W.3d 487, 2003 Tex. App. LEXIS 8745 (Tex. App. Beaumont Oct. 10, 2003, no pet.).

Appellate court had jurisdiction to hear an interlocutory appeal of an order denying a Wisconsin resident's motion to intervene in a Texas action related to the loss of attorney trust account funds filed against a Washington, D.C. attorney and law firm where the intervenor failed to prove venue; the order was affirmed where the Wisconsin resident failed to establish venue requirements based on the residency of the defendants or the place where the events arose giving rise to the suit, and the intervenor also failed to satisfy the requirements for intervention without proper venue, because he failed to establish an essential need to have his claim tried in Texas. *Ramirez v. Collier, Shannon, Scott, PLLC*, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003, no pet.).

Where appellant attorney sued appellee attorney and law firm (law firm) for various torts and breach-of-contract, and appellant lawyer intervened asserting similar claims against the law firm, the district court's order striking the lawyer's intervention was affirmed because (1) the appellate court did not have jurisdiction to hear an interlocutory appeal of a failure to establish proper venue in that it was an interlocutory appeal of venue facts, presented as a joinder ruling, and failure to establish proper venue was not subject to interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.064(a) and 51.014(a), and (2) the lawyer failed to establish that intervention was proper pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) because the lawyer failed to establish essential need in that the lawyer failed to show that it was indispensably necessary to try the claims in a specific county. *Ramirez v. Collier, Shannon, Scott, PLLC*, No. 01-01-00752-CV, 2003 Tex. App. LEXIS 3358 (Tex. App. Houston 1st Dist. Apr. 17, 2003), op. withdrawn, sub. op., vacated, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003).

The appellate court is persuaded that the legislature does not intend to allow the interlocutory appeal of venue facts, even in a joinder ruling, and to allow an interlocutory appeal of failure to establish proper venue is an interlocutory appeal of a venue ruling, which is not subject to interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.064(a) and 51.014(a). *Ramirez v. Collier, Shannon, Scott, PLLC*, No. 01-01-00752-CV, 2003 Tex. App. LEXIS 3358 (Tex. App. Houston 1st Dist. Apr. 17, 2003), op. withdrawn, sub. op., vacated, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003).

In a multi-plaintiff personal injury action against the manufacturer of a diet drug, Tex. Civ. Prac. & Rem. Code Ann. § 15.003 allowed interlocutory appeal for the one purpose of contesting a trial court decision allowing or denying intervention or joinder, but not from a decision that a party seeking intervention or joinder independently established proper venue; therefore, Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a) applied to prevent an interlocutory appeal. *American Home Prods. Corp. v. Clark*, 38 S.W.3d 92, 2000 Tex. LEXIS 112 (Tex. 2000).

Tex. Civ. Prac. & Rem. Code § 15.003

Defendant corporations could not appeal an order which granted intervention pleas that were filed after the effective date of Tex. Civ. Prac. & Rem. Code Ann. § 15.003, which allowed an interlocutory appeal to challenge the decision of the trial court which allowed or denied intervention only when the underlying lawsuit was filed after September 1, 1995. *Jani-King, Inc. v. Yates*, 965 S.W.2d 665, 1998 Tex. App. LEXIS 1563 (Tex. App. Houston 14th Dist. Mar. 12, 1998, no pet.).

Civil Procedure: Parties: Joinder

Plaintiffs offered prima facie proof of the venue allegation with respect to an employee, because the employee's admission was within the scope of review and the admission demonstrated that the employee was a resident of Dallas County at the time the cause of action accrued. *Galindo v. Garner*, No. 05-19-00061-CV, 2019 Tex. App. LEXIS 3864 (Tex. App. Dallas May 14, 2019).

Civil Procedure: Parties: Joinder: General Overview

In a civil theft case, an appellate court had jurisdiction over an interlocutory appeal relating to venue; however, even if the appellate court treated a trial court's realignment of the parties as a joinder ruling, any complaint was waived by an affirmative representation of "no opposition" to the realignment prior to the trial court's ruling. *Hale Land & Cattle Co. v. Silvaris Corp.*, No. 04-13-00083-CV, 2013 Tex. App. LEXIS 9451 (Tex. App. San Antonio July 31, 2013).

It was clear from the motions to transfer venue that the complaints of the driver and bars focused on the choice of county as the one of venue, not on whether parents could intervene or join the lawsuit as plaintiffs; the orders did not state a basis for the ruling, and thus the court could not find that the trial court necessarily determined an intervention or joinder issue under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), nor could the court find that the orders rested on the finding of the propriety of joinder, and because it appeared the trial court did not determine an issue of joinder or intervention, an interlocutory appeal was not available and the court's jurisdiction to hear the interlocutory appeal was not invoked under § 15.003(c), and thus the court dismissed the appeal for lack of jurisdiction, for purposes of Tex. Civ. Prac. & Rem. Code Ann. § 15.064. *Harding Bars, LLC v. McCaskill*, No. 04-11-00629-CV, 2012 Tex. App. LEXIS 799 (Tex. App. San Antonio Feb. 1, 2012), op. withdrawn, sub. op., reh'g denied, 374 S.W.3d 517, 2012 Tex. App. LEXIS 4642 (Tex. App. San Antonio June 13, 2012).

Asset purchase agreement providing for exclusive jurisdiction and venue in either Tarrant County or the United States District Court for the Northern District of Texas and involving more than one million dollars allowed the sellers to enforce mandatory venue in Tarrant County under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(a), (b), by way of mandamus as provided in Tex. Civ. Prac. & Rem. Code Ann. § 15.0642; the buyers' permissive venue choice under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 had to yield to mandatory venue under § 15.020 because joinder was proper within the meaning of Tex. Civ. Prac. & Rem. Code Ann. §§ 15.003, 15.004, 15.005. In *re R.R. Repair & Maint., Inc.*, No. 05-09-01035-CV, 2009 Tex. App. LEXIS 8404 (Tex. App. Dallas Nov. 2, 2009).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), second former employee met the four-part test for showing that joinder of his suit was proper with that of the first former employee's suit in the county in which they both had initially filed their suits and where the first former employee resided. *Teco-Westinghouse Motor Co. v. Gonzalez*, 54 S.W.3d 910, 2001 Tex. App. LEXIS 6115 (Tex. App. Corpus Christi Aug. 31, 2001, no pet.).

Civil Procedure: Parties: Joinder: Misjoinder

In a case involving claims of negligent design, manufacture, and marketing of washing machine hoses, wherein 22 of 23 plaintiffs failed to establish proper venue in the county of suit, as required by Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), the trial court's order denying severance as to the 22 plaintiffs was reversed because none of

Tex. Civ. Prac. & Rem. Code § 15.003

those plaintiffs established an “essential need” to have their claims tried in the county in which the suit was pending. *Dayco Prods. v. Ebrahim*, 10 S.W.3d 80, 1999 Tex. App. LEXIS 9629 (Tex. App. Tyler Dec. 10, 1999, reh'g denied).

Interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) with regard to a joinder issue under Tex. R. Civ. P. 41 is considered an accelerated appeal, which must be perfected by filing a notice of appeal not later than 20 days after the challenged order is signed. Where appellant filed a motion for reconsideration almost three months after the trial court entered its order denying severance of certain plaintiffs, which was equivalent to a motion for new trial, it did not extend the time for perfecting an interlocutory appeal and, consequently, the order denying severance as to those plaintiffs could not be reviewed. *Dayco Prods. v. Ebrahim*, 10 S.W.3d 80, 1999 Tex. App. LEXIS 9629 (Tex. App. Tyler Dec. 10, 1999, reh'g denied).

Because Tex. Civ. Prac. & Rem. Code Ann. § 15.003 permitted an interlocutory appeal only from a decision allowing or denying joinder where a party was unable to independently establish proper venue, and because no interlocutory appeal was permitted from a determination that venue had been established under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002(a) and 15.005, the court had no basis for appellate jurisdiction from a decision in which the trial court found that each plaintiff had independently established proper venue, but did not reach the joinder question raised by defendants under Tex. Civ. Prac. & Rem. Code Ann. § 15.003. *American Home Prods. Corp. v. Clark*, 999 S.W.2d 908, 1999 Tex. App. LEXIS 6772 (Tex. App. Waco Sept. 8, 1999), *aff'd*, 38 S.W.3d 92, 2000 Tex. LEXIS 112 (Tex. 2000).

Where plaintiffs, who had elected to opt out of a settlement agreement with defendants, could not independently establish all the requisite elements of Tex. Civ. Prac. & Rem. Code Ann. § 15.003, the trial court had to grant defendants' request for a severance because a contract provision stating that plaintiffs retained ‘all rights’ existing prior to the execution of the settlement agreement did not apply to procedural rights. *Bristol-Myers Squibb Co. v. Barner*, 964 S.W.2d 299, 1998 Tex. App. LEXIS 291 (Tex. App. Corpus Christi Jan. 15, 1998, no pet.).

Tex. Civ. Prac. & Rem. Code Ann. § 15.003 limits the reviewing court's inquiry to whether joinder or intervention is proper. *Masonite Corp. v. Garcia*, 951 S.W.2d 812, 1997 Tex. App. LEXIS 4271 (Tex. App. San Antonio Aug. 13, 1997, no writ).

Civil Procedure: Parties: Joinder: Necessary Parties

Health care providers' petition established that their claims arose from the same series of transactions because they were all seeking to recover statutory late fees from the insurance companies for bills paid after 60 days from date of receipt; accordingly, and joinder was proper, and there was no unfair prejudice to the insurance companies where later plaintiffs joined under Tex. Civ. Prac. & Rem. Code Ann. § 15.003 asserted the same claims as a plaintiff who properly established venue. *Tex. Mut. Ins. Co. v. East Side Surgery Ctr., Inc.*, 159 S.W.3d 155, 2004 Tex. App. LEXIS 6299 (Tex. App. Corpus Christi July 15, 2004), *pet. abated* No. 04-0765, 2005 Tex. LEXIS 317 (Tex. Apr. 13, 2005), *pet. abated* No. 04-0775, 2005 Tex. LEXIS 395 (Tex. May 20, 2005).

Although an attorney claimed to appeal from the denial of a motion for joinder under Tex. Civ. Prac. & Rem. Code Ann. § 15.003, the appeal presented no issue regarding any determination by the trial court that an intervening plaintiff failed to independently establish venue, and the sole issue in the appeal was whether the trial court erred in denying a consolidation motion under Tex. R. Civ. P. 174, which was not subject to interlocutory appeal; thus, because Tex. Civ. Prac. & Rem. Code Ann. § 15.003 only allowed an interlocutory appeal to contest a trial court's decision allowing or denying intervention or joinder, the court lacked appellate jurisdiction. *Sossi v. Willette & Guerra, LLP*, 139 S.W.3d 85, 2004 Tex. App. LEXIS 5459 (Tex. App. Corpus Christi June 18, 2004, no pet.).

Given that: (1) an attorney's alleged appeal from a denial of a motion for joinder under Tex. Civ. Prac. & Rem. Code Ann. § 15.003 had to be dismissed because the statute did not permit an interlocutory appeal in the attorney's case, and (2) the attorney misrepresented the nature of the appeal, contrary to Tex. R. Disc. Proc. 3.03(a)(1), which imposed a hardship on the court and its staff, the court ordered sanctions under Tex. R. App. P. 45 and dismissed

Tex. Civ. Prac. & Rem. Code § 15.003

the appeal pursuant to Tex. R. App. P. 42.3(a). *Sossi v. Willette & Guerra, LLP*, 139 S.W.3d 85, 2004 Tex. App. LEXIS 5459 (Tex. App. Corpus Christi June 18, 2004, no pet.).

Interlocutory appeal is available under former Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) from a ruling allowing or disallowing joinder of a plaintiff who is unable to independently establish venue. To be appealable under former § 15.003(c), the venue ruling must “necessarily determine” an intervention or joinder issue under former § 15.003(c). *Mobil Oil Corp. v. Shores*, 128 S.W.3d 718, 166 Oil & Gas Rep. 618, 2004 Tex. App. LEXIS 902 (Tex. App. Fort Worth Jan. 29, 2004, no pet.).

Tex. Civ. Prac. & Rem. Code Ann. § 15.003 did not grant joined plaintiffs the right to interlocutory appeal of the initial parties’ attempts to join them in the litigation; interlocutory appeal was only proper from decisions of the trial court with regard to whether or not additional plaintiffs correctly belong in a lawsuit. *Labrador Oil Co. v. Norton Drilling Co.*, 10 S.W.3d 717, 1999 Tex. App. LEXIS 9205 (Tex. App. Amarillo Dec. 9, 1999, no pet.).

Civil Procedure: Parties: Joinder: Permissive Joinder

Railroad worker whose personal injury cause of action arose under the Federal Employers’ Liability Act did not meet his burden of establishing all four elements required by Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) for joinder based on his claim that he had an essential need to have his case tried in a certain county because his key witness, his automobile passenger, was only available to testify in that county because the worker failed to establish that it was indispensably necessary to try his claim in the claimed county. The passenger’s assertion that he would only testify for the worker if his case was tried in that county failed to rise to the level of prima facie evidence on the issue of unavailability because the worker had the ability to subpoena the passenger to appear at a trial in either of the venues requested by the opposing party, which were both within 150 miles from the location of the passenger’s residence. *Renzenberger, Inc. v. O’Bryant*, No. 13-05-00090-CV, 2005 Tex. App. LEXIS 4414 (Tex. App. Corpus Christi June 9, 2005).

Trial court properly permitted subsidiaries to join and intervene in a lawsuit brought by insureds because (1) the subsidiaries established an essential need under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a)(3) to try their claims in this county, and the subsidiaries’ essential need was their need to avoid the bar of collateral estoppel, and (2) because proof of no unfair prejudice under § 15.003(a)(2) could establish that a venue was fair and convenient, and because the insurers did not challenge the subsidiaries’ proof of no unfair prejudice, the subsidiaries established that the county in which the lawsuit was brought was a fair and convenient venue under § 15.003(a)(4). *Nat’l Union Fire Ins. Co. v. Valero Energy Corp.*, 143 S.W.3d 859, 2004 Tex. App. LEXIS 7596 (Tex. App. Corpus Christi Aug. 25, 2004, no pet.).

Where the parties became aware of the district court’s ruling on a motion for permissive joinder six weeks after the order was entered, the appellate court had jurisdiction to hear the interlocutory appeal because Tex. R. Civ. P. 306a applied to interlocutory appeals under Civ. Prac. & Rem. Code Ann. § 15.003, and the time to perfect the appeal was extended by the lack of notice of the trial court’s ruling. *Smith v. Adair*, 96 S.W.3d 700, 2003 Tex. App. LEXIS 768 (Tex. App. Texarkana Jan. 24, 2003, no pet.).

The appellate court’s review of an interlocutory appeal involving permissive joinder is controlled by the application of Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a)(1—4), and if a plaintiff is unable to establish proper venue, he or she may join the suit under permissive venue if, independently of any other plaintiff, he or she establishes: (1) Joinder or intervention in the suit is proper under Tex. R. Civ. P. 40, (2) maintaining venue in the county of suit does not unfairly prejudice another party to the suit, (3) there is an essential need to have the person’s claim tried in the county in which the suit is pending, and (4) the county in which the suit is pending is a fair and convenient venue for the person seeking to join in or maintain venue for the suit and the persons against whom the suit is brought. *Smith v. Adair*, 96 S.W.3d 700, 2003 Tex. App. LEXIS 768 (Tex. App. Texarkana Jan. 24, 2003, no pet.).

Where two groups of appellee individuals sued appellant manufacturers and suppliers for exposure to toxic materials and the individuals moved for permissive joinder of a third group of individuals under Tex. Civ. Prac. &

Tex. Civ. Prac. & Rem. Code § 15.003

Rem. Code Ann. § 15.003, Tex. R. Civ. P. 40, the trial court's order granting permissive joinder was reversed because the individuals failed to show an essential need to have the joining group's claim tried in the county in which the suit was pending. *Smith v. Adair*, 96 S.W.3d 700, 2003 Tex. App. LEXIS 768 (Tex. App. Texarkana Jan. 24, 2003, no pet.).

There was no evidence in the record to support a finding that parties seeking joinder independently established venue, and they waived any challenge to the objector's assertion that they failed to establish the four elements of joinder under Tex. Civ. Prac. & Rem. Code Ann. § 15.003 by failing to brief that issue. *Wells Fargo Bank v. Barton*, 100 S.W.3d 455, 2003 Tex. App. LEXIS 263 (Tex. App. San Antonio Jan. 15, 2003, no pet.).

Because Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) pertained to joinder, and not venue, it did not authorize the interlocutory appeal of doctors and manufacturers of silicone breast implants based upon a trial court's denial of their motion to transfer venue. *Surgitek, Inc. v. Adams*, 955 S.W.2d 884, 1997 Tex. App. LEXIS 5320 (Tex. App. Corpus Christi Oct. 9, 1997, no pet.).

Tex. Civ. Prac. & Rem. Code Ann. § 15.003 allowed an interlocutory appeal for one specific purpose: to contest the decision of the trial court allowing or denying intervention or joinder, and § 15.003 limited a reviewing court's inquiry to a single question: Whether joinder or intervention is proper; thus, § 15.003(c) was narrowly drafted to permit a litigant to obtain speedy appellate review of a trial court's decision with respect to whether certain plaintiffs might properly join in a suit. *Surgitek, Inc. v. Adams*, 955 S.W.2d 884, 1997 Tex. App. LEXIS 5320 (Tex. App. Corpus Christi Oct. 9, 1997, no pet.).

Ultimate determination of whether joinder is proper depends upon both the factual determinations concerning the nature of the underlying lawsuit, the situation of the various parties before the trial court, and the application of the legal tests of Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) to those facts. *Surgitek, Inc. v. Adams*, 955 S.W.2d 884, 1997 Tex. App. LEXIS 5320 (Tex. App. Corpus Christi Oct. 9, 1997, no pet.).

Civil Procedure: Joinder of Claims & Remedies: General Overview

In venue dispute arising out of intervention seeking division of contingent fee contract, where one attorney could not, independently of others, establish proper venue or independently establish exceptions, his joinder petition was improperly granted by the trial court. *O'Quinn v. Hall*, 77 S.W.3d 438, 2002 Tex. App. LEXIS 3547 (Tex. App. Corpus Christi May 17, 2002, no pet.).

Civil Procedure: Discovery: Protective Orders

Interlocutory appeal of a temporary family violence protective order was not permitted while the divorce proceedings were still pending. *Hamel v. Hamel*, 161 S.W.3d 736, 2005 Tex. App. LEXIS 2175 (Tex. App. Beaumont Mar. 24, 2005, no pet.).

Civil Procedure: Judgments: Entry of Judgments: Multiple Claims & Parties

No statutory authority existed for appellants' interlocutory appeal of the trial court's denial of their motion to sever and transfer venue of third-party claims filed by a construction company, because section 15.003, which authorizes interlocutory appeals in suits where there are multiple plaintiffs, is inapplicable to a defendant's third-party claim against third-party defendants. A third-party plaintiff is not a plaintiff, but a defendant suing a non-party. *Pedison USA, Inc. v. CNC Constr. Inc.*, No. 02-16-00271-CV, 2016 Tex. App. LEXIS 12543 (Tex. App. Fort Worth Nov. 23, 2016).

Civil Procedure: Appeals: Appellate Jurisdiction: Final Judgment Rule

Debtor's intervention in the personal injury action below was best characterized as a defensive intervention because the creditor intervened to recover funds from the debtor out of the defendant's settlement payment to the plaintiff, and the debtor filed defensive pleadings seeking to avoid the creditor's recovery; there was no indication that the debtor would have filed an intervention or any other responsive pleadings against the creditor's claims of the creditor had not first intervened in the action. Because the record supported the characterization of the debtor as an intervening defendant, Tex. Civ. Prac. & Rem. Code Ann. § 15.003 did not apply, and because no applicable statute allowed for an interlocutory appeal, the appeal had to be dismissed for want of jurisdiction. *Counsel Fin. Servs., L.L.C. v. Leibowitz*, No. 13-10-00693-CV, 2011 Tex. App. LEXIS 5078 (Tex. App. Corpus Christi July 1, 2011).

Because the associate judge's order denying appellant former husband's petition to terminate the order for withholding in a child support case and the trial court's order denying his request for a de novo hearing were not final and appealable orders, the appellate court had no jurisdiction to consider his appeal under Tex. Civ. Prac. & Rem. Code Ann. § 15.003. *Bowman v. Burks*, No. 01-10-00219-CV, 2011 Tex. App. LEXIS 4021 (Tex. App. Houston 1st Dist. May 26, 2011).

Trial court's order denying amendment of the client's pleadings in attorney malpractice suit was neither a final judgment nor an appealable interlocutory order, therefore, the appellate court had no jurisdiction. *Tucker v. Macias*, No. 08-02-00003-CV, 2003 Tex. App. LEXIS 4985 (Tex. App. El Paso June 12, 2003).

Civil Procedure: Appeals: Appellate Jurisdiction: Interlocutory Orders

Interlocutory appeal could be taken from the denial of a motion to transfer venue because there were multiple plaintiffs. Mandatory venue for claims to enforce rights under oyster leases, declaratory claims involving public fishing areas, and a challenge to the validity of a lease was where the leases and a part of the public fishing areas were located; moreover, a potential for inconsistent judgments allowed parties with leases in a different county to avoid transfer based on essential need. *Sustainable Tex. Oyster Res. Mgmt., LLC v. Hannah Reef, Inc.*, 491 S.W.3d 96, 2016 Tex. App. LEXIS 3339 (Tex. App. Houston 1st Dist. Mar. 31, 2016, no pet.).

No statutory authority existed for appellants' interlocutory appeal of the trial court's denial of their motion to sever and transfer venue of third-party claims filed by a construction company, because section 15.003, which authorizes interlocutory appeals in suits where there are multiple plaintiffs, is inapplicable to a defendant's third-party claim against third-party defendants. A third-party plaintiff is not a plaintiff, but a defendant suing a non-party. *Pedison USA, Inc. v. CNC Constr. Inc.*, No. 02-16-00271-CV, 2016 Tex. App. LEXIS 12543 (Tex. App. Fort Worth Nov. 23, 2016).

Appellate court had jurisdiction over an appeal in a multiple plaintiff personal injury and wrongful death case because an order denying a motion to transfer venue of the entire case was a determination that every plaintiff independently established proper venue, and such orders were subject to interlocutory appeal. *Union Pac. R.R. Co. v. Stouffer*, 420 S.W.3d 233, 2013 Tex. App. LEXIS 15358 (Tex. App. Dallas Dec. 19, 2013), reh'g denied, No. 05-13-01224-CV, 2014 Tex. App. LEXIS 1737 (Tex. App. Dallas Jan. 22, 2014).

Appellate court's jurisdiction to hear an interlocutory appeal of a trial court's denial of appellants' motions to transfer venue was not invoked under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) where appellees' cross-claim did not transform them into "plaintiffs" because they were sued by the plaintiff in the underlying action and brought their cross-claim in the same capacities—individually as legal heirs and as personal representatives of their daughter's estate. As such, venue for their cross-claim was established in Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a). *Harding Bars, LLC v. McCaskill*, 374 S.W.3d 517, 2012 Tex. App. LEXIS 4642 (Tex. App. San Antonio June 13, 2012, no pet.).

Appellate court had jurisdiction over the law firm's appeal because Tex. Civ. Prac. & Rem. Code Ann. § 15.003(b) allowed an interlocutory appeal of a trial court's determination that (1) a plaintiff did or did not independently

Tex. Civ. Prac. & Rem. Code § 15.003

establish proper venue, or (2) a plaintiff that did not independently establish proper venue did not establish the four requirements specified in subsection (a). .

Interlocutory appeal of a trial court's denial of a motion to transfer venue was dismissed for lack of jurisdiction where appellants' response did not establish that the appellate court had jurisdiction, given the trial court's revised order in which it specifically stated its decision to deny the motion was based on Tex. Civ. Prac. & Rem. Code Ann. § 15.002. Appellees had asserted that venue was proper in the county in which they filed suit under § 15.002(a) on the basis that all or part of the facts giving rise to the cause accrued, in whole or in part, in that county, and although appellants filed their motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.003, in their reply, appellants had alleged venue was improper pursuant to §§ 15.002 and 15.003. *Basic Energy Servs. GP, LLC v. Gomez*, No. 04-10-00128-CV, 2010 Tex. App. LEXIS 9407 (Tex. App. San Antonio Nov. 24, 2010).

Appellate court had to abate an appeal challenging a trial court's denial of appellants' motion to transfer venue where both Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002 and 15.003 arguments were presented to the trial court as grounds for the motion because the trial court's order did not specify the basis for its ruling, and because the appellate court's jurisdiction depended on the basis for that ruling. It was unclear whether the trial court denied the motion because appellees independently established proper venue pursuant to § 15.002 or because they met the joinder requirements pursuant to § 15.003, but if § 15.002 was the basis for the trial court's ruling denying the motion, then the appellate court did not have jurisdiction over the appeal, while, conversely, if § 15.003 was the basis for the trial court's ruling denying the motion, then the appellate court had jurisdiction to hear the interlocutory appeal. *Basic Energy Servs. GP, LLC v. Gomez*, 398 S.W.3d 734, 2010 Tex. App. LEXIS 5455 (Tex. App. San Antonio July 14, 2010, no pet.).

Appellate court had jurisdiction to hear an interlocutory appeal of a motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.003 because a lawsuit relating to chemical exposure had multiple plaintiffs. *Shell Oil Co. v. Baran*, 258 S.W.3d 719, 2008 Tex. App. LEXIS 4225 (Tex. App. Beaumont June 12, 2008, no pet.).

Because a trial court did not reach the question of whether a party "independently" established venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), no interlocutory appeal would lie from the trial court's order granting a motion for a change of venue pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a). *Perot v. Hughes & Luce, L.L.P.*, No. 2-06-290-CV, 2006 Tex. App. LEXIS 9568 (Tex. App. Fort Worth Nov. 2, 2006).

In an interlocutory review of the denial of defendant's motion to transfer venue, the court had jurisdiction because under Tex. Civ. Prac. & Rem. Code Ann. § 15.003, interlocutory appeals were available in all venue determinations involving multiple plaintiffs where joinder was challenged. *Southwestern Bell Tel. Co. v. Superior Payphones, Ltd.*, No. 13-05-661-CV, 2006-1 Trade Cas. (CCH) ¶75165, 2006 Tex. App. LEXIS 1502 (Tex. App. Corpus Christi Feb. 23, 2006), pet. dism'd by agr. No. 06-0288, 2006 Tex. LEXIS 1153 (Tex. Nov. 10, 2006).

Appellate court had no jurisdiction to consider the wife's argument that the trial court erred in denying her motion to transfer the lawsuit to Maryland and in denying her motion to dismiss the lawsuit on forum non conveniens grounds, because Tex. Civ. Prac. & Rem. Code Ann. § 51.014 did not permit appeal from an interlocutory order denying such a motion, and Tex. Civ. Prac. & Rem. Code Ann. § 71.051, did not provide for interlocutory appeal from the trial court's refusal to dismiss. *Morrill v. Cisek*, No. 01-03-01336-CV, No. 01-04-00266-CV, 2005 Tex. App. LEXIS 7280 (Tex. App. Houston 1st Dist. Aug. 31, 2005).

Interlocutory appeal of a temporary family violence protective order was not permitted while the divorce proceedings were still pending. *Hamel v. Hamel*, 161 S.W.3d 736, 2005 Tex. App. LEXIS 2175 (Tex. App. Beaumont Mar. 24, 2005, no pet.).

Issue was one of venue, not of multiple- or intervening-plaintiff joinder, where the same individuals sued hospitals from two different counties for survival and wrongful death arising from the same series of events. The venue determination was not reviewable, however, as the court of appeals does not have jurisdiction over an interlocutory appeal from a venue determination. *Centerpoint Energy Houston Elec., L.L.C. v. Brunkenhoefer*, No. 09-03-492 CV, 2004 Tex. App. LEXIS 1497 (Tex. App. Beaumont Feb. 12, 2004).

Tex. Civ. Prac. & Rem. Code § 15.003

Appellate court had jurisdiction over carbon dioxide producers' interlocutory appeals of a probate court's denial of the producers' motions to transfer venue as to various royalty interest owners, pursuant to former Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c), in the owners' action seeking recovery of unpaid royalty interests, as the probate court had "necessarily determined" that the owners each independently had satisfied the intervention or joinder requirements of former § 15.003(a). *Mobil Oil Corp. v. Shores*, 128 S.W.3d 718, 166 Oil & Gas Rep. 618, 2004 Tex. App. LEXIS 902 (Tex. App. Fort Worth Jan. 29, 2004, no pet.).

Interlocutory appeal is available under former Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) from a ruling allowing or disallowing joinder of a plaintiff who is unable to independently establish venue. To be appealable under former § 15.003(c), the venue ruling must "necessarily determine" an intervention or joinder issue under former § 15.003(c). *Mobil Oil Corp. v. Shores*, 128 S.W.3d 718, 166 Oil & Gas Rep. 618, 2004 Tex. App. LEXIS 902 (Tex. App. Fort Worth Jan. 29, 2004, no pet.).

When a trial court's order does not necessarily determine an intervention or joinder issue under former Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), but instead determines the propriety of venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.002, interlocutory appeal is unavailable and neither the court of appeals nor the Supreme Court of Texas can review the propriety of the trial court's venue decision. *Mobil Oil Corp. v. Shores*, 128 S.W.3d 718, 166 Oil & Gas Rep. 618, 2004 Tex. App. LEXIS 902 (Tex. App. Fort Worth Jan. 29, 2004, no pet.).

Where a trial court's order necessarily determined a plaintiff's joinder under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), the statute allowed for either party to contest the decision by taking an interlocutory appeal; the appellate court concluded that it had jurisdiction over the appeal and that the customer had not met her burden of establishing the joinder elements, as required by Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c), such that the objection to the intervention should have been sustained. *Wyeth v. Hall*, 118 S.W.3d 487, 2003 Tex. App. LEXIS 8745 (Tex. App. Beaumont Oct. 10, 2003, no pet.).

Appellate court had jurisdiction to hear an interlocutory appeal of an order denying a Wisconsin resident's motion to intervene in a Texas action related to the loss of attorney trust account funds filed against a Washington, D.C. attorney and law firm where the intervenor failed to prove venue; the order was affirmed where the Wisconsin resident failed to establish venue requirements based on the residency of the defendants or the place where the events arose giving rise to the suit, and the intervenor also failed to satisfy the requirements for intervention without proper venue, because he failed to establish an essential need to have his claim tried in Texas. *Ramirez v. Collier, Shannon, Scott, PLLC*, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003, no pet.).

Trial court's order denying amendment of the client's pleadings in attorney malpractice suit was neither a final judgment nor an appealable interlocutory order, therefore, the appellate court had no jurisdiction. *Tucker v. Macias*, No. 08-02-00003-CV, 2003 Tex. App. LEXIS 4985 (Tex. App. El Paso June 12, 2003).

Where appellant attorney sued appellee attorney and law firm (law firm) for various torts and breach-of-contract, and appellant lawyer intervened asserting similar claims against the law firm, the district court's order striking the lawyer's intervention was affirmed because (1) the appellate court did not have jurisdiction to hear an interlocutory appeal of a failure to establish proper venue in that it was an interlocutory appeal of venue facts, presented as a joinder ruling, and failure to establish proper venue was not subject to interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.064(a) and 51.014(a), and (2) the lawyer failed to establish that intervention was proper pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) because the lawyer failed to establish essential need in that the lawyer failed to show that it was indispensably necessary to try the claims in a specific county. *Ramirez v. Collier, Shannon, Scott, PLLC*, No. 01-01-00752-CV, 2003 Tex. App. LEXIS 3358 (Tex. App. Houston 1st Dist. Apr. 17, 2003), op. withdrawn, sub. op., vacated, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003).

Where appellant attorney sued appellee attorney and law firm (law firm) for various torts and breach-of-contract, and appellant lawyer intervened asserting similar claims against the law firm, the attorney's appeal from the district court's order striking the lawyer's intervention was dismissed for want of jurisdiction because the attorney was

Tex. Civ. Prac. & Rem. Code § 15.003

already a party to the lawsuit; thus, the attorney was not seeking intervention or joinder, and the attorney had no standing to bring an interlocutory appeal. *Ramirez v. Collier, Shannon, Scott, PLLC*, No. 01-01-00752-CV, 2003 Tex. App. LEXIS 3358 (Tex. App. Houston 1st Dist. Apr. 17, 2003), op. withdrawn, sub. op., vacated, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003).

With the passage of Tex. Civ. Prac. & Rem. Code Ann. § 15.003, the appellate court is persuaded that the legislature does not intend to allow the interlocutory appeal of venue facts, even in a joinder ruling, and to allow an interlocutory appeal of failure to establish proper venue is an interlocutory appeal of a venue ruling, which is not subject to interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.064(a) and 51.014(a). *Ramirez v. Collier, Shannon, Scott, PLLC*, No. 01-01-00752-CV, 2003 Tex. App. LEXIS 3358 (Tex. App. Houston 1st Dist. Apr. 17, 2003), op. withdrawn, sub. op., vacated, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003).

Where the parties became aware of the district court's ruling on a motion for permissive joinder six weeks after the order was entered, the appellate court had jurisdiction to hear the interlocutory appeal because Tex. R. Civ. P. 306a applied to interlocutory appeals under Civ. Prac. & Rem. Code Ann. § 15.003, and the time to perfect the appeal was extended by the lack of notice of the trial court's ruling. *Smith v. Adair*, 96 S.W.3d 700, 2003 Tex. App. LEXIS 768 (Tex. App. Texarkana Jan. 24, 2003, no pet.).

The appellate court's review of an interlocutory appeal involving permissive joinder is controlled by the application of Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a)(1-4), and if a plaintiff is unable to establish proper venue, he or she may join the suit under permissive venue if, independently of any other plaintiff, he or she establishes: (1) joinder or intervention in the suit is proper under Tex. R. Civ. P. 40, (2) maintaining venue in the county of suit does not unfairly prejudice another party to the suit, (3) there is an essential need to have the person's claim tried in the county in which the suit is pending, and (4) the county in which the suit is pending is a fair and convenient venue for the person seeking to join in or maintain venue for the suit and the persons against whom the suit is brought. *Smith v. Adair*, 96 S.W.3d 700, 2003 Tex. App. LEXIS 768 (Tex. App. Texarkana Jan. 24, 2003, no pet.).

Although Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) provides the exclusive appellate timetable for bringing an appeal, it does not operate in a vacuum to the exclusion of other rules of procedure; thus, Tex. R. Civ. P. 306a applies and the trial court's finding that a party has no notice or knowledge of the order until a date certain provides a proper starting date for the application of the timetables set out by the statute. *Smith v. Adair*, 96 S.W.3d 700, 2003 Tex. App. LEXIS 768 (Tex. App. Texarkana Jan. 24, 2003, no pet.).

Tex. Civ. Prac. & Rem. Code Ann. § 15.003 did not allow interlocutory appeal where trial court ruled venue was proper as to a joining plaintiff under Tex. Civ. Prac. & Rem. Code Ann. § 15.002, and did not provide for interlocutory appeal from a determination that the person seeking intervention or joinder had independently established proper venue. *Elec. Data Sys. Corp. v. Pioneer Elecs., Inc.*, 68 S.W.3d 254, 2002 Tex. App. LEXIS 984 (Tex. App. Fort Worth Feb. 4, 2002, no pet.).

Interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. § 15.003 was unavailable where the trial court had decided venue was properly established under Tex. Civ. Prac. & Rem. Code Ann. § 15.002. *Kerrville Bus Co. v. Butler*, No. 14-01-00733-CV, 2001 Tex. App. LEXIS 6697 (Tex. App. Houston 14th Dist. Oct. 4, 2001).

Tex. Civ. Prac. & Rem. Code Ann. § 15.003 does not grant a court of appeals interlocutory appellate jurisdiction over all venue decisions that relate to intervention or joinder. *American Home Prods. Corp. v. Clark*, 38 S.W.3d 92, 2000 Tex. LEXIS 112 (Tex. 2000).

In a multi-plaintiff personal injury action against the manufacturer of a diet drug, Tex. Civ. Prac. & Rem. Code Ann. § 15.003 allowed interlocutory appeal for the one purpose of contesting a trial court decision allowing or denying intervention or joinder, but not from a decision that a party seeking intervention or joinder independently established proper venue; therefore, Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a) applied to prevent an interlocutory appeal. *American Home Prods. Corp. v. Clark*, 38 S.W.3d 92, 2000 Tex. LEXIS 112 (Tex. 2000).

Tex. Civ. Prac. & Rem. Code § 15.003

Legislature intended for an interlocutory appeal to be available only when the trial court's venue determination rests on whether the plaintiff has established the four factors set out in Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a). *American Home Prods. Corp. v. Adams*, 22 S.W.3d 121, 2000 Tex. App. LEXIS 4007 (Tex. App. Fort Worth June 15, 2000, pet. dismissed by agreement).

Interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) with regard to a joinder issue under Tex. R. Civ. P. 41 is considered an accelerated appeal, which must be perfected by filing a notice of appeal not later than 20 days after the challenged order is signed. Where appellant filed a motion for reconsideration almost three months after the trial court entered its order denying severance of certain plaintiffs, which was equivalent to a motion for new trial, it did not extend the time for perfecting an interlocutory appeal and, consequently, the order denying severance as to those plaintiffs could not be reviewed. *Dayco Prods. v. Ebrahim*, 10 S.W.3d 80, 1999 Tex. App. LEXIS 9629 (Tex. App. Tyler Dec. 10, 1999, rehearing denied).

Tex. Civ. Prac. & Rem. Code Ann. § 15.003 did not grant joined plaintiffs the right to interlocutory appeal of the initial parties' attempts to join them in the litigation; interlocutory appeal was only proper from decisions of the trial court with regard to whether or not additional plaintiffs correctly belong in a lawsuit. *Labrador Oil Co. v. Norton Drilling Co.*, 10 S.W.3d 717, 1999 Tex. App. LEXIS 9205 (Tex. App. Amarillo Dec. 9, 1999, no petition).

Because Tex. Civ. Prac. & Rem. Code Ann. § 15.003 permitted an interlocutory appeal only from a decision allowing or denying joinder where a party was unable to independently establish proper venue, and because no interlocutory appeal was permitted from a determination that venue had been established under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002(a) and 15.005, the court had no basis for appellate jurisdiction from a decision in which the trial court found that each plaintiff had independently established proper venue, but did not reach the joinder question raised by defendants under Tex. Civ. Prac. & Rem. Code Ann. § 15.003. *American Home Prods. Corp. v. Clark*, 999 S.W.2d 908, 1999 Tex. App. LEXIS 6772 (Tex. App. Waco Sept. 8, 1999), affirmed, 38 S.W.3d 92, 2000 Tex. LEXIS 112 (Tex. 2000).

Because Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) pertained to joinder, and not venue, it did not authorize the interlocutory appeal of doctors and manufacturers of silicone breast implants based upon a trial court's denial of their motion to transfer venue. *Surgitek, Inc. v. Adams*, 955 S.W.2d 884, 1997 Tex. App. LEXIS 5320 (Tex. App. Corpus Christi Oct. 9, 1997, no petition).

Tex. Civ. Prac. & Rem. Code Ann. § 15.003 allowed an interlocutory appeal for one specific purpose: to contest the decision of the trial court allowing or denying intervention or joinder, and § 15.003 limited a reviewing court's inquiry to a single question: whether joinder or intervention is proper; thus, § 15.003(c) was narrowly drafted to permit a litigant to obtain speedy appellate review of a trial court's decision with respect to whether certain plaintiffs might properly join in a suit. *Surgitek, Inc. v. Adams*, 955 S.W.2d 884, 1997 Tex. App. LEXIS 5320 (Tex. App. Corpus Christi Oct. 9, 1997, no petition).

To bring an interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(b), the venue determination that is being appealed must have been made in a case involving more than one plaintiff. *City of Dallas v. Abney*, No. 09-16-00038-CV, 2016 Tex. App. LEXIS 6140 (Tex. App. Beaumont June 9, 2016).

In a city's action contesting water renewal rates set by the directors of the Sabine River Authority of Texas (SRA), the court of appeals did not have jurisdiction over an interlocutory appeal from the denial of the city's motion to transfer venue of the SRA's claim in intervention because this provision did not apply; the SRA, as an intervening party, was properly characterized as a defendant, even though it asserted a claim for affirmative relief, in part because the SRA and directors were closely aligned in the desire to establish that the renewal rate was valid. *City of Dallas v. Abney*, No. 09-16-00038-CV, 2016 Tex. App. LEXIS 6140 (Tex. App. Beaumont June 9, 2016).

Property owner's telephone call to his brother in Tarrant County would be sufficient to render Tarrant County a proper venue for the other family members who sued him; all of the other family members, having established Tarrant County as a county in which all or a substantial part of the events or omissions giving rise to the claim occurred, had, therefore, independently established proper venue. *Jackson v. Jackson*, No. 02-15-00102-CV, 2016 Tex. App. LEXIS 10444 (Tex. App. Fort Worth Sept. 22, 2016).

Civil Procedure: Appeals: Reviewability: Preservation for Review

In a civil theft case, an appellate court had jurisdiction over an interlocutory appeal relating to venue; however, even if the appellate court treated a trial court's realignment of the parties as a joinder ruling, any complaint was waived by an affirmative representation of "no opposition" to the realignment prior to the trial court's ruling. *Hale Land & Cattle Co. v. Silvaris Corp.*, No. 04-13-00083-CV, 2013 Tex. App. LEXIS 9451 (Tex. App. San Antonio July 31, 2013).

Civil Procedure: Appeals: Reviewability: Time Limitations

Where the parties became aware of the district court's ruling on a motion for permissive joinder six weeks after the order was entered, the appellate court had jurisdiction to hear the interlocutory appeal because Tex. R. Civ. P. 306a applied to interlocutory appeals under Civ. Prac. & Rem. Code Ann. § 15.003, and the time to perfect the appeal was extended by the lack of notice of the trial court's ruling. *Smith v. Adair*, 96 S.W.3d 700, 2003 Tex. App. LEXIS 768 (Tex. App. Texarkana Jan. 24, 2003, no pet.).

Although Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) provides the exclusive appellate timetable for bringing an appeal, it does not operate in a vacuum to the exclusion of other rules of procedure; thus, Tex. R. Civ. P. 306a applies and the trial court's finding that a party has no notice or knowledge of the order until a date certain provides a proper starting date for the application of the timetables set out by the statute. *Smith v. Adair*, 96 S.W.3d 700, 2003 Tex. App. LEXIS 768 (Tex. App. Texarkana Jan. 24, 2003, no pet.).

Interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) with regard to a joinder issue under Tex. R. Civ. P. 41 is considered an accelerated appeal, which must be perfected by filing a notice of appeal not later than 20 days after the challenged order is signed. Where appellant filed a motion for reconsideration almost three months after the trial court entered its order denying severance of certain plaintiffs, which was equivalent to a motion for new trial, it did not extend the time for perfecting an interlocutory appeal and, consequently, the order denying severance as to those plaintiffs could not be reviewed. *Dayco Prods. v. Ebrahim*, 10 S.W.3d 80, 1999 Tex. App. LEXIS 9629 (Tex. App. Tyler Dec. 10, 1999, reh'g denied).

Estate, Gift & Trust Law: Probate: Procedures in Probate: Jurisdiction & Venue

Appellate court lacked jurisdiction to hear a probate court's denial of a motion by the decedent's niece and nephew to transfer venue to the county where the decedent resided and was domiciled at the time of his death because the probate court's order was not final and appealable where it did not affect the substantial rights of any party and did not dispose of all issues and parties, there was no specific provision in the Estates Code allowing an interlocutory appeal of a probate venue determination, and the multiparty statute, by its own terms, did not apply to probate proceedings. *In re Estate of Griffith*, No. 05-19-01144-CV, 2020 Tex. App. LEXIS 274 (Tex. App. Dallas Jan. 10, 2020).

Evidence: Procedural Considerations: Burdens of Proof: General Overview

Trial court erred in finding that each plaintiff in a multi-plaintiff lawsuit had independently established proper venue in Orange County, Texas, where plaintiffs had not pled or relied upon any of the factors set forth in Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) to support venue, and where all but two defendants specifically denied plaintiffs' allegation that all or a substantial part of the events giving rise to plaintiffs' cause of action occurred in Orange County, Texas; therefore, plaintiffs failed to meet their burden to establish venue based on that venue allegation pursuant to Tex. R. Civ. P. 87, and venue thus was not proper under Tex. Civ. Prac. & Rem. Code Ann. §

15.002(a)(1) as to those defendants who specifically denied the venue allegations. *Crown Cent. LLC v. Anderson*, 239 S.W.3d 385, 2007 Tex. App. LEXIS 8123 (Tex. App. Beaumont Oct. 11, 2007, no pet.).

Trial court erred under Tex. Civ. Prac. & Rem. Code Ann. § 15.003 in finding that each plaintiff in a multi-plaintiff lawsuit had independently established proper venue in Orange County, Texas, where plaintiffs alleged that one defendant had a principal place of business in Orange County, because although plaintiffs stated in their response to defendants' motions to transfer venue that their claims arose out of the same transaction, occurrence, or series of transactions or occurrences because plaintiffs suffered from indivisible injuries, plaintiffs neither pled facts nor offered any prima facie proof supporting that contention as required by Tex. R. Civ. P. 87; because those venue facts were not pled in plaintiffs' original petition, plaintiffs could not rely upon that as a basis for the trial court's exercise of venue. *Crown Cent. LLC v. Anderson*, 239 S.W.3d 385, 2007 Tex. App. LEXIS 8123 (Tex. App. Beaumont Oct. 11, 2007, no pet.).

The appellate court's review of an interlocutory appeal involving permissive joinder is controlled by the application of Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a)(1-4), and if a plaintiff is unable to establish proper venue, he or she may join the suit under permissive venue if, independently of any other plaintiff, he or she establishes: (1) joinder or intervention in the suit is proper under Tex. R. Civ. P. 40, (2) maintaining venue in the county of suit does not unfairly prejudice another party to the suit, (3) there is an essential need to have the person's claim tried in the county in which the suit is pending, and (4) the county in which the suit is pending is a fair and convenient venue for the person seeking to join in or maintain venue for the suit and the persons against whom the suit is brought. *Smith v. Adair*, 96 S.W.3d 700, 2003 Tex. App. LEXIS 768 (Tex. App. Texarkana Jan. 24, 2003, no pet.).

Where two groups of appellee individuals sued appellant manufacturers and suppliers for exposure to toxic materials and the individuals moved for permissive joinder of a third group of individuals under Civ. Prac. & Rem. Code Ann. § 15.003, Tex. R. Civ. P. 40, the trial court's order granting permissive joinder was reversed because the individuals failed to show an essential need to have the joining group's claim tried in the county in which the suit was pending. *Smith v. Adair*, 96 S.W.3d 700, 2003 Tex. App. LEXIS 768 (Tex. App. Texarkana Jan. 24, 2003, no pet.).

Family Law: Family Protection & Welfare: Cohabitants & Spouses: General Overview

Interlocutory appeal of a temporary family violence protective order was not permitted while the divorce proceedings were still pending. *Hamel v. Hamel*, 161 S.W.3d 736, 2005 Tex. App. LEXIS 2175 (Tex. App. Beaumont Mar. 24, 2005, no pet.).

Governments: Courts: Rule Application & Interpretation

Although Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) provides the exclusive appellate timetable for bringing an appeal, it does not operate in a vacuum to the exclusion of other rules of procedure; thus, Tex. R. Civ. P. 306a applies and the trial court's finding that a party has no notice or knowledge of the order until a date certain provides a proper starting date for the application of the timetables set out by the statute. *Smith v. Adair*, 96 S.W.3d 700, 2003 Tex. App. LEXIS 768 (Tex. App. Texarkana Jan. 24, 2003, no pet.).

Governments: Public Improvements: Sanitation & Water

In a city's action contesting water renewal rates set by the directors of the Sabine River Authority of Texas (SRA), the court of appeals did not have jurisdiction over an interlocutory appeal from the denial of the city's motion to transfer venue of the SRA's claim in intervention because this provision did not apply; the SRA, as an intervening party, was properly characterized as a defendant, even though it asserted a claim for affirmative relief, in part because the the SRA and directors were closely aligned in the desire to establish that the renewal rate was valid. *City of Dallas v. Abney*, No. 09-16-00038-CV, 2016 Tex. App. LEXIS 6140 (Tex. App. Beaumont June 9, 2016).

Labor & Employment Law: Wage & Hour Laws: Remedies: Class Actions

Non-Texas opt-in plaintiffs in a collective action under 29 U.S.C.S. § 216(b) did not show Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) violated the privileges and immunities clause in U.S. Const. art. IV, § 2, cl. 1 because the plaintiffs did not show the plaintiffs could not prove the four elements of an exception to the Texas statute. *Aaronii v. Directory Distrib. Assocs., Inc.*, 462 S.W.3d 190, 2015 Tex. App. LEXIS 1829 (Tex. App. Houston 14th Dist. Feb. 26, 2015, no pet.).

Collective action procedure in 29 U.S.C.S. § 216(b) did not preempt Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) because, inter alia, 29 U.S.C.S. § 216(b) did not say the Texas statute's procedural rules could not burden the federal right of opting into a collective action. *Aaronii v. Directory Distrib. Assocs., Inc.*, 462 S.W.3d 190, 2015 Tex. App. LEXIS 1829 (Tex. App. Houston 14th Dist. Feb. 26, 2015, no pet.).

Collective action procedure in 29 U.S.C.S. § 216(b) did not preempt Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) because both could be complied with, and § 15.003(a) was not an obstacle to congressional purposes, since, inter alia, 29 U.S.C.S. § 216(b) did not state venue was proper as to all opt-in plaintiffs if venue was proper as to named plaintiffs. *Aaronii v. Directory Distrib. Assocs., Inc.*, 462 S.W.3d 190, 2015 Tex. App. LEXIS 1829 (Tex. App. Houston 14th Dist. Feb. 26, 2015, no pet.).

Collective action procedure in 29 U.S.C.S. § 216(b) did not preempt Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) because, inter alia, the Texas statute was a neutral court administration statute. *Aaronii v. Directory Distrib. Assocs., Inc.*, 462 S.W.3d 190, 2015 Tex. App. LEXIS 1829 (Tex. App. Houston 14th Dist. Feb. 26, 2015, no pet.).

Collective action procedure in 29 U.S.C.S. § 216(b) did not preempt Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) because both could be complied with, and § 15.003(a) was not an obstacle to congressional purposes, since, inter alia, 29 U.S.C.S. § 216(b) did not bar requiring non-Texas opt-in plaintiffs to show venue under the Texas statute. *Aaronii v. Directory Distrib. Assocs., Inc.*, 462 S.W.3d 190, 2015 Tex. App. LEXIS 1829 (Tex. App. Houston 14th Dist. Feb. 26, 2015, no pet.).

Torts: Procedure: Commencement & Prosecution: Venue

Venue for homeowners' suit against a developer was not proper in Hidalgo County because the owners failed to establish a link between the developer's presentations to them in Hidalgo and the essential elements of their misrepresentation claims; therefore, venue was ordered transferred to the county of the developer's office. *Double Diamond-Delaware, Inc. v. Alfonso*, 487 S.W.3d 265, 2016 Tex. App. LEXIS 349 (Tex. App. Corpus Christi Jan. 14, 2016), reh'g denied, No. 13-14-00324-CV, 2016 Tex. App. LEXIS 4570 (Tex. App. Corpus Christi Mar. 1, 2016).

Torts: Transportation Torts: Rail Transportation: General Overview

Railroad worker whose personal injury cause of action arose under the Federal Employers' Liability Act did not meet his burden of establishing all four elements required by Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) for joinder based on his claim that he had an essential need to have his case tried in a certain county because his key witness, his automobile passenger, was only available to testify in that county because the worker failed to establish that it was indispensably necessary to try his claim in the claimed county. The passenger's assertion that he would only testify for the worker if his case was tried in that county failed to rise to the level of prima facie evidence on the issue of unavailability because the worker had the ability to subpoena the passenger to appear at a trial in either of the venues requested by the opposing party, which were both within 150 miles from the location of the passenger's residence. *Renzenberger, Inc. v. O'Bryant*, No. 13-05-00090-CV, 2005 Tex. App. LEXIS 4414 (Tex. App. Corpus Christi June 9, 2005).

Research References & Practice Aids

LAW REVIEWS

48 Baylor L. Rev. 293.

48 Baylor L. Rev. 1001.

49 SMU L. Rev. 1371.

52 SMU L. Rev. 717.

52 SMU L. Rev. 1485.

53 SMU L. Rev. 617.

53 SMU L. Rev. 1341.

54 SMU L. Rev. 1093.

54 SMU L. Rev. 1417 (2001).

54 SMU L. Rev. 1629.

55 SMU L. Rev. 655.

55 SMU L. Rev. 1345.

56 SMU L. Rev. 1061.

41 Houston Lawyer 10.

63 Tex. B. J. 1042, LEGAL ARTICLE: THE TEXAS SUPREME COURT AND STRICT CONSTRUCTION, By J. Scott Morris, December, 2000, Copyright (c) 2000 by State Bar of Texas, Texas Bar Journal.

66 Tex. B. J. 702, FEATURES: 2003 LEGISLATIVE UPDATE: HOUSE BILL 4: A USER-FRIENDLY GUIDE, BY SCOTT ROTHENBERG, September, 2003, Copyright (c) 2003 by State Bar of Texas, Texas Bar Journal.

Treatises

1 Texas Torts and Remedies III, SUMMARY OF 2003 CIVIL JUSTICE REFORM LEGISLATION, SPECIAL ALERT TO: DORSANEO, TEXAS LITIGATION GUIDE TEXAS TORTS AND REMEDIES DORSANEO & SOULES — TEXAS CODES AND RULES AUGUST 2003 William V. Dorsaneo I, Tex. H.B. 4, Texas Torts and Remedies.

4-62 Texas Torts and Remedies § 62.02, TORT CLAIMS AGAINST PUBLIC ENTITIES AND EMPLOYEES, CIVIL RIGHTS ACTIONS, Jurisdiction and Venue, Texas Torts and Remedies.

Practice Guides

1-5 Texas Civil Trial Guide § 5.30, NON-EVIDENTIARY MOTIONS, MOTION FOR SEVERANCE, Legal Background, Texas Civil Trial Guide.

1 Dorsaneo, Texas Litigation Guide What's New?, What's New?, What's New?, Dorsaneo, Texas Litigation Guide.

1-2 Dorsaneo, Texas Litigation Guide § 2.01, Pretrial Practice (Chs. 1-114), Prelitigation Planning (Chs. 1-4), Civil Courts, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.04, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Multiple Claims and Parties, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.21, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Review of Trial Court's Venue Determination, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.202, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Case Law, Dorsaneo, Texas Litigation Guide.

5-82 Dorsaneo, Texas Litigation Guide § 82.08, Pretrial Practice (Chs. 1-114), Joinder of Additional Parties (Chs. 80-82), Venue, Dorsaneo, Texas Litigation Guide.

5-82 Dorsaneo, Texas Litigation Guide § 82.201, Pretrial Practice (Chs. 1-114), Joinder of Additional Parties (Chs. 80-82), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

10-153 Dorsaneo, Texas Litigation Guide § 153.02, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Orders Entitled to Acceleration, Dorsaneo, Texas Litigation Guide.

10-153 Dorsaneo, Texas Litigation Guide § 153.05, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Powers of Appellate and Trial Courts While Appeal is Pending, Dorsaneo, Texas Litigation Guide.

10-153 Dorsaneo, Texas Litigation Guide § 153.50, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Determine Whether Case Must Proceed in Appellate Court on Accelerated Schedule, Dorsaneo, Texas Litigation Guide.

10-153 Dorsaneo, Texas Litigation Guide § 153.200, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

19 Dorsaneo, Texas Litigation Guide III, SUMMARY OF 2003 CIVIL JUSTICE REFORM LEGISLATION, SPECIAL ALERT TO: DORSANEO, TEXAS LITIGATION GUIDE TEXAS TORTS AND REMEDIES DORSANEO & SOULES — TEXAS CODES AND RULES AUGUST 2003 William V. Dorsaneo I, Tex. H.B. 4, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.004

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter A Definitions; General Rules (§§ 15.001 — 15.010)

Sec. 15.004. Mandatory Venue Provisions Governs Multiple Claims.

In a suit in which a plaintiff properly joins two or more claims or causes of action arising from the same transaction, occurrence, or series of transactions or occurrences, and one of the claims or causes of action is governed by the mandatory venue provisions of Subchapter B, the suit shall be brought in the county required by the mandatory venue provision.

History

Enacted by Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 1, effective August 28, 1995.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

1995 Note:

See note following § 15.001.

Case Notes

Civil Procedure: Venue

Civil Procedure: Venue: General Overview

Civil Procedure: Venue: Motions to Transfer**Civil Procedure: Venue: Motions to Transfer: General Overview****Civil Procedure: Venue: Multidistrict Litigation****Civil Procedure: Venue: Multiparty Litigation****Civil Procedure: Venue: Special Venue****Civil Procedure: Parties: Joinder: General Overview****Civil Procedure: Parties: Prisoners****Civil Procedure: Joinder of Claims & Remedies: General Overview****Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus****Contracts Law: Contract Conditions & Provisions: Forum Selection Clauses****Governments: Local Governments: Claims By & Against****Real Property Law: Priorities & Recording: Lis Pendens****Real Property Law: Trusts: Constructive Trusts****Civil Procedure: Venue**

Relator was entitled to mandamus relief to enforce a mandatory venue statute, because venue in a wrongful death case filed against a school district was proper in Jasper County, Texas, where the political subdivision was located and the specific events transpired. *In re Kirbyville Consol. Indep. Sch. Dist.*, No. 09-19-00209-CV, 2019 Tex. App. LEXIS 6906 (Tex. App. Beaumont Aug. 8, 2019).

Where plaintiff minority shareholders filed suit in Texas alleging dilution of equity interests, defendants who were nonsignatories to the shareholder agreement could not enforce the forum-selection clause requiring litigation of disputes in Delaware. The mandatory venue provision of section 15.020 did not compel dismissal of the claims against the nonsignatory defendants, because the record bore no evidence that the parties ever agreed in writing on a particular forum for an action arising from the financing transaction. *Pinto Tech. Ventures, L.P. v. Sheldon*, 526 S.W.3d 428, 2017 Tex. LEXIS 465 (Tex. 2017).

Civil Procedure: Venue: General Overview

Where a plaintiff properly joins two or more claims, a mandatory venue provision for one claim will control. *Hill v. Enerlex, Inc.*, 969 S.W.2d 120, 138 Oil & Gas Rep. 676, 1998 Tex. App. LEXIS 2602 (Tex. App. Eastland Apr. 30, 1998, no pet.).

Civil Procedure: Venue: Motions to Transfer

Mandamus relief was warranted where the trial court denied a motion to transfer an underlying suit to another county because mandatory venue provisions applied where the essence of the dispute concerned an interest in land based on an agreement as to its use. Petitioner had not waived its venue motion because, *inter alia*, petitioner did not seek to invoke the general jurisdiction of the trial court on the merits and Rule 87 did not set out time limits

Tex. Civ. Prac. & Rem. Code § 15.004

on the motion. In re Eastman Chem. Co., No. 13-18-00268-CV, 2019 Tex. App. LEXIS 5089 (Tex. App. Corpus Christi June 20, 2019).

In a dispute arising out of a failed venture in which a developer sought title to three tracts of real property from investors, or alternatively compensation, the investors' motion to transfer venue to the county where the land was located under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 should have been granted. In re Wildcat Midstream Holdings II, LLC, No. 13-17-00522-CV, 2017 Tex. App. LEXIS 10747 (Tex. App. Corpus Christi Nov. 15, 2017).

Trial court abused its discretion in an employee's action against relators, his former employer and its insurance carriers, for breach of the duties to defend and indemnify, civil conspiracy, and fraudulent inducement in denying relators' joint motion to transfer venue pursuant to the inmate litigation mandatory venue statute where relators established that venue was mandatory in Fannin County, Texas, for at least one of the employee's claims, as the evidence showed that the alleged false representations were made around the time of the employee's deposition when he was housed in a jail in that county, and where the employee did not establish that Dallas County, Texas, was a county of mandatory venue for any of his claims. In re Travelers Prop. Cas. Co. of Am., 485 S.W.3d 921, 2016 Tex. App. LEXIS 2680 (Tex. App. Dallas Mar. 15, 2016, no pet.).

Civil Procedure: Venue: Motions to Transfer: General Overview

From a bank's suit seeking rescission of a lien release, the trial court erred in denying the property owner's motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 as the primary dispute focused on the effectiveness of the release of the lien, the rescission, and the parties' competing claims on the property in another county. Pooch v. Wash. Mut. Bank, No. 01-08-00415-CV, 2009 Tex. App. LEXIS 5564 (Tex. App. Houston 1st Dist. July 16, 2009).

Tex. Civ. Prac. & Rem. Code Ann. § 15.004 provides that in a suit alleging multiple claims, when one of the claims or causes of action is governed by a mandatory venue provision, the suit must be brought in the county required by the mandatory venue provision. Madera Prod. Co. v. Atl. Richfield Co., 107 S.W.3d 652, 158 Oil & Gas Rep. 95, 2003 Tex. App. LEXIS 4601 (Tex. App. Texarkana Mar. 13, 2003, no pet.) (Tex. App. Texarkana 2003, pet. denied (in part)).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.004, in a suit in which a plaintiff properly joins two or more claims or causes of action arising from the same transaction, occurrence, or series of transactions or occurrences, and one of the claims or causes of action is governed by a mandatory venue provision, the suit must be brought in the county required by the mandatory venue provision. Madera Prod. Co. v. Atl. Richfield Co., 107 S.W.3d 652, 158 Oil & Gas Rep. 95, 2003 Tex. App. LEXIS 4601 (Tex. App. Texarkana Mar. 13, 2003, no pet.) (Tex. App. Texarkana 2003, pet. denied (in part)).

Civil Procedure: Venue: Multidistrict Litigation

From a bank's suit seeking rescission of a lien release, the trial court erred in denying the property owner's motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 as the primary dispute focused on the effectiveness of the release of the lien, the rescission, and the parties' competing claims on the property in another county. Pooch v. Wash. Mut. Bank, No. 01-08-00415-CV, 2009 Tex. App. LEXIS 5564 (Tex. App. Houston 1st Dist. July 16, 2009).

Civil Procedure: Venue: Multiparty Litigation

In an action on a contract where the contract action was joined with a suit for an injunction against the defendant, the injunction action was governed by a mandatory venue provision and the suit was required to be brought in the

county of defendant's residence. *Williams v. Alworth*, No. 09-97-011 CV, No. 09-97-00011 CV, 1997 Tex. App. LEXIS 1358 (Tex. App. Beaumont Mar. 20, 1997).

Plaintiff could not defeat defendant's claim of privilege to be sued in another county because plaintiff failed to prove a bona fide cause of action in negligence against a defendant residing in the county of suit, the action against the non-resident defendant and the resident defendant was neither joint and several nor an action of the same nature against both defendants, and venue was proper in the county where the negligent act or omission, not the harm, occurred. *Main Bank of Houston v. Davy Crockett Inn, Inc.*, 531 S.W.2d 388, 18 U.C.C. Rep. Serv. (CBC) 1021, 1975 Tex. App. LEXIS 3342 (Tex. Civ. App. Austin Dec. 10, 1975, no writ).

Civil Procedure: Venue: Special Venue

Mandamus relief was warranted where the trial court denied a motion to transfer an underlying suit to another county because mandatory venue provisions applied where the essence of the dispute concerned an interest in land based on an agreement as to its use. Petitioner had not waived its venue motion because, inter alia, petitioner did not seek to invoke the general jurisdiction of the trial court on the merits and Rule 87 did not set out time limits on the motion. *In re Eastman Chem. Co.*, No. 13-18-00268-CV, 2019 Tex. App. LEXIS 5089 (Tex. App. Corpus Christi June 20, 2019).

Even if some of the claims did not arise from the Participation Agreement (PA), the appellate court would conclude that all of the claims should nevertheless be transferred to Harris County; the parties manifested the intent that, at a minimum, with respect to this interest, they were part of the same major transaction, and the trial court was required to transfer the oil company's claims with respect to that interest. *In re EOG Res., Inc.*, No. 12-18-00054-CV, 2018 Tex. App. LEXIS 4888 (Tex. App. Tyler June 29, 2018).

In a dispute arising out of a failed venture in which a developer sought title to three tracts of real property from investors, or alternatively compensation, the investors' motion to transfer venue to the county where the land was located under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 should have been granted. *In re Wildcat Midstream Holdings II, LLC*, No. 13-17-00522-CV, 2017 Tex. App. LEXIS 10747 (Tex. App. Corpus Christi Nov. 15, 2017).

When an executor sought a declaratory judgment that mineral interests under land devised to a county did not belong to the county, the county was entitled to a writ of mandamus requiring a judge to grant the county's motion to transfer venue to that county because (1) Tex. Civ. Prac. & Rem. Code Ann. § 15.015 required, without exception, that any action against a county be brought in that county, and (2) the declaratory judgment action was an action against the county, since the action was a judicial proceeding which, if pursued, could result in a judgment against the county. *In re San Jacinto County*, 416 S.W.3d 639, 2013 Tex. App. LEXIS 11844 (Tex. App. Houston 14th Dist. Sept. 19, 2013, no pet.).

Corporate trustee was entitled to transfer venue pursuant to Tex. Prop. Code Ann. § 115.002 in a suit against the trustee challenging the validity of a deed to land that was the subject of a mineral lease. Section 115.002 prevailed over Tex. Civ. Prac. & Rem. Code Ann. §§ 15.004, 15.011 in accordance with Tex. Civ. Prac. & Rem. Code Ann. § 15.016. *In re J.P. Morgan Chase Bank, N.A.*, 373 S.W.3d 610, 2012 Tex. App. LEXIS 2814 (Tex. App. San Antonio Apr. 11, 2012, no pet.).

Asset purchase agreement providing for exclusive jurisdiction and venue in either Tarrant County or the United States District Court for the Northern District of Texas and involving more than one million dollars allowed the sellers to enforce mandatory venue in Tarrant County under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(a), (b), by way of mandamus as provided in Tex. Civ. Prac. & Rem. Code Ann. § 15.0642; the buyers' permissive venue choice under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 had to yield to mandatory venue under § 15.020 because joinder was proper within the meaning of Tex. Civ. Prac. & Rem. Code Ann. §§ 15.003, 15.004, 15.005. *In re R.R. Repair & Maint., Inc.*, No. 05-09-01035-CV, 2009 Tex. App. LEXIS 8404 (Tex. App. Dallas Nov. 2, 2009).

Mandamus relief was conditionally granted to a creditor because a motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 should have been granted where a debtor filed a claim alleging wrongful foreclosure,

Tex. Civ. Prac. & Rem. Code § 15.004

breach of contract, fraud, and deceptive trade practices; the dispute was essentially over the rightful ownership of land in Travis County, Texas, so the suit had to be brought there. *In re Wells Fargo Home Mortg.*, No. 13-09-00317-CV, 2009 Tex. App. LEXIS 6859 (Tex. App. Corpus Christi Aug. 28, 2009).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, mandamus was proper to require a trial judge to transfer venue of a suit seeking in part to impose a constructive trust on real property to the county where the real property lay under the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.011. The mandatory venue provision controlled over the general venue provision, Tex. Civ. Prac. & Rem. Code Ann. § 15.002, as required by Tex. Civ. Prac. & Rem. Code Ann. § 15.004. *In re Lemons*, 281 S.W.3d 643, 2009 Tex. App. LEXIS 1574 (Tex. App. Tyler Mar. 4, 2009), dismissed, No. 12-08-00419-CV, 2009 Tex. App. LEXIS 1740 (Tex. App. Tyler Mar. 11, 2009).

Because a property owner's claims seeking the release of an invalid *lis pendens* were based on the ownership rights to a real property interest, venue was mandatory in the county where the property was located, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.011. Any additional claims were also required to be brought there under Tex. Civ. Prac. & Rem. Code Ann. § 15.004. *Airvantage, L.L.C. v. Tban Props. # 1*, L.T.D., 269 S.W.3d 254, 2008 Tex. App. LEXIS 8265 (Tex. App. Dallas Nov. 3, 2008, no pet.).

Petition for a writ of mandamus was conditionally granted in a case alleging breach of contract and fraud because a motion to transfer venue should have been granted since Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applied; even though the suit dealt with a contract, it was seeking relief for damages to real property relating a surface use lease. *In re Momentum Energy Corp.*, No. 13-07-00013-CV, 2007 Tex. App. LEXIS 2460 (Tex. App. Corpus Christi Mar. 23, 2007), reh'g denied, No. 13-07-013-CV, 2007 Tex. App. LEXIS 4597 (Tex. App. Corpus Christi Apr. 19, 2007).

Tex. Civ. Prac. & Rem. Code Ann. § 15.004 states that in a suit in which a plaintiff properly joins two or more claims or causes of action arising from the same transaction, occurrence, or series of transactions or occurrences, and one of the claims or causes of action is governed by the mandatory venue provisions of Subchapter B, the suit shall be brought in the county required by the mandatory venue provision. *Jaska v. Tex. Dep't of Protective & Regulatory Servs.*, 106 S.W.3d 907, 2003 Tex. App. LEXIS 4620 (Tex. App. Dallas May 30, 2003, no pet.).

Civil Procedure: Parties: Joinder: General Overview

Asset purchase agreement providing for exclusive jurisdiction and venue in either Tarrant County or the United States District Court for the Northern District of Texas and involving more than one million dollars allowed the sellers to enforce mandatory venue in Tarrant County under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(a), (b), by way of mandamus as provided in Tex. Civ. Prac. & Rem. Code Ann. § 15.0642; the buyers' permissive venue choice under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 had to yield to mandatory venue under § 15.020 because joinder was proper within the meaning of Tex. Civ. Prac. & Rem. Code Ann. §§ 15.003, 15.004, 15.005. *In re R.R. Repair & Maint., Inc.*, No. 05-09-01035-CV, 2009 Tex. App. LEXIS 8404 (Tex. App. Dallas Nov. 2, 2009).

Civil Procedure: Parties: Prisoners

Trial court abused its discretion in an employee's action against relators, his former employer and its insurance carriers, for breach of the duties to defend and indemnify, civil conspiracy, and fraudulent inducement in denying relators' joint motion to transfer venue pursuant to the inmate litigation mandatory venue statute where relators established that venue was mandatory in Fannin County, Texas, for at least one of the employee's claims, as the evidence showed that the alleged false representations were made around the time of the employee's deposition when he was housed in a jail in that county, and where the employee did not establish that Dallas County, Texas, was a county of mandatory venue for any of his claims. *In re Travelers Prop. Cas. Co. of Am.*, 485 S.W.3d 921, 2016 Tex. App. LEXIS 2680 (Tex. App. Dallas Mar. 15, 2016, no pet.).

Civil Procedure: Joinder of Claims & Remedies: General Overview

Where a plaintiff properly joins two or more claims, a mandatory venue provision for one claim will control. *Hill v. Enerlex, Inc.*, 969 S.W.2d 120, 138 Oil & Gas Rep. 676, 1998 Tex. App. LEXIS 2602 (Tex. App. Eastland Apr. 30, 1998, no pet.).

Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus

Mandamus relief was conditionally granted to a creditor because a motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 should have been granted where a debtor filed a claim alleging wrongful foreclosure, breach of contract, fraud, and deceptive trade practices; the dispute was essentially over the rightful ownership of land in Travis County, Texas, so the suit had to be brought there. *In re Wells Fargo Home Mortg.*, No. 13-09-00317-CV, 2009 Tex. App. LEXIS 6859 (Tex. App. Corpus Christi Aug. 28, 2009).

Petition for a writ of mandamus was conditionally granted in a case alleging breach of contract and fraud because a motion to transfer venue should have been granted since Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applied; even though the suit dealt with a contract, it was seeking relief for damages to real property relating a surface use lease. *In re Momentum Energy Corp.*, No. 13-07-00013-CV, 2007 Tex. App. LEXIS 2460 (Tex. App. Corpus Christi Mar. 23, 2007), reh'g denied, No. 13-07-013-CV, 2007 Tex. App. LEXIS 4597 (Tex. App. Corpus Christi Apr. 19, 2007).

Contracts Law: Contract Conditions & Provisions: Forum Selection Clauses

Where plaintiff minority shareholders filed suit in Texas alleging dilution of equity interests, defendants who were nonsignatories to the shareholder agreement could not enforce the forum-selection clause requiring litigation of disputes in Delaware. The mandatory venue provision of section 15.020 did not compel dismissal of the claims against the nonsignatory defendants, because the record bore no evidence that the parties ever agreed in writing on a particular forum for an action arising from the financing transaction. *Pinto Tech. Ventures, L.P. v. Sheldon*, 526 S.W.3d 428, 2017 Tex. LEXIS 465 (Tex. 2017).

Governments: Local Governments: Claims By & Against

Relator was entitled to mandamus relief to enforce a mandatory venue statute, because venue in a wrongful death case filed against a school district was proper in Jasper County, Texas, where the political subdivision was located and the specific events transpired. *In re Kirbyville Consol. Indep. Sch. Dist.*, No. 09-19-00209-CV, 2019 Tex. App. LEXIS 6906 (Tex. App. Beaumont Aug. 8, 2019).

When an executor sought a declaratory judgment that mineral interests under land devised to a county did not belong to the county, the county was entitled to a writ of mandamus requiring a judge to grant the county's motion to transfer venue to that county because (1) Tex. Civ. Prac. & Rem. Code Ann. § 15.015 required, without exception, that any action against a county be brought in that county, and (2) the declaratory judgment action was an action against the county, since the action was a judicial proceeding which, if pursued, could result in a judgment against the county. *In re San Jacinto County*, 416 S.W.3d 639, 2013 Tex. App. LEXIS 11844 (Tex. App. Houston 14th Dist. Sept. 19, 2013, no pet.).

Real Property Law: Priorities & Recording: Lis Pendens

Because a property owner's claims seeking the release of an invalid lis pendens were based on the ownership rights to a real property interest, venue was mandatory in the county where the property was located, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.011. Any additional claims were also required to be brought there under

Tex. Civ. Prac. & Rem. Code § 15.004

Tex. Civ. Prac. & Rem. Code Ann. § 15.004. *Airvantage, L.L.C. v. Tban Props. # 1*, L.T.D., 269 S.W.3d 254, 2008 Tex. App. LEXIS 8265 (Tex. App. Dallas Nov. 3, 2008, no pet.).

Real Property Law: Trusts: Constructive Trusts

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, mandamus was proper to require a trial judge to transfer venue of a suit seeking in part to impose a constructive trust on real property to the county where the real property lay under the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.011. The mandatory venue provision controlled over the general venue provision, Tex. Civ. Prac. & Rem. Code Ann. § 15.002, as required by Tex. Civ. Prac. & Rem. Code Ann. § 15.004. *In re Lemons*, 281 S.W.3d 643, 2009 Tex. App. LEXIS 1574 (Tex. App. Tyler Mar. 4, 2009), dismissed, No. 12-08-00419-CV, 2009 Tex. App. LEXIS 1740 (Tex. App. Tyler Mar. 11, 2009).

Research References & Practice Aids

TREATISES & ANALYTICAL MATERIALS

5-61 Dorsaneo, Texas Litigation Guide § 61.02, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Mandatory Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.03, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Permissive Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.04, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Multiple Claims and Parties, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.20, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Procedure When Party Seeks to Transfer Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

7-112 Dorsaneo, Texas Litigation Guide § 112.11, Pretrial Practice (Chs. 1-114), Pretrial Procedure (Chs. 110-114), When Severance Is Appropriate, Dorsaneo, Texas Litigation Guide.

20-320 Dorsaneo, Texas Litigation Guide § 320.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Goods and Services (Chs. 320-321), Plaintiff's Original Petition, Dorsaneo, Texas Litigation Guide.

21-342 Dorsaneo, Texas Litigation Guide § 342.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Petition for Recovery Against Insurer and Other Motorist, Dorsaneo, Texas Litigation Guide.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.005

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter A Definitions; General Rules (§§ 15.001 — 15.010)

Sec. 15.005. Multiple Defendants.

In a suit in which the plaintiff has established proper venue against a defendant, the court also has venue of all the defendants in all claims or actions arising out of the same transaction, occurrence, or series of transactions or occurrences.

History

Enacted by Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 1, effective August 28, 1995.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

1995 Note:

See note following § 15.001.

Case Notes

Civil Procedure: Jurisdiction: Jurisdictional Sources: General Overview

Civil Procedure: Jurisdiction: Personal Jurisdiction & In Rem Actions: In Personam Actions: General Overview

Civil Procedure: Venue: General Overview**Civil Procedure: Venue: Corporations****Civil Procedure: Venue: Individual Defendants****Civil Procedure: Venue: Motions to Transfer****Civil Procedure: Venue: Motions to Transfer: General Overview****Civil Procedure: Venue: Multiparty Litigation****Civil Procedure: Venue: Special Venue****Civil Procedure: Parties: Joinder: General Overview****Civil Procedure: Parties: Joinder: Misjoinder****Civil Procedure: Appeals: Appellate Jurisdiction: Interlocutory Orders****Torts: Malpractice & Professional Liability: Healthcare Providers****Civil Procedure: Jurisdiction: Jurisdictional Sources: General Overview**

In a company's action against a subcontractor, surety, and others to collect for products sold to the subcontractor, the subcontractor's corporate residence in and the action's intimate connection with the county in which the action was brought was sufficient to establish venue under Tex. Rev. Civ. Stat. Ann. art. 1995(4). *Harry Newton, Inc. v. H. Richards Oil Co.*, 385 S.W.2d 893, 1965 Tex. App. LEXIS 2638 (Tex. Civ. App. Austin June 1, 1965, no writ).

Civil Procedure: Jurisdiction: Personal Jurisdiction & In Rem Actions: In Personam Actions: General Overview

In a suit for wrongful repossession of a pickup truck by plaintiff resident truck owner against defendants, a resident automobile dealership, a nonresident automobile credit corporation, and a nonresident collection agent, venue was properly laid in the county where the truck owner resided. *Ford Motor Credit Co. v. Garcia*, 504 S.W.2d 931, 1974 Tex. App. LEXIS 2256 (Tex. Civ. App. San Antonio Jan. 23, 1974, no writ).

Civil Procedure: Venue: General Overview

After severance of an underinsured motorist claim, which had given rise to derivative venue under Tex. Civ. Prac. Rem. Code Ann. § 15.005, the proper venue pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.002(2), (3) for a negligence suit arising from a motor vehicle accident was the county where the defendant driver lived and where his employer's principal office was located. *In re Reynolds*, 369 S.W.3d 638, 2012 Tex. App. LEXIS 3878 (Tex. App. Tyler May 16, 2012), dismissed, No. 12-10-00176-CV, 2012 Tex. App. LEXIS 4127 (Tex. App. Tyler May 23, 2012).

Real parties provided no authority indicating that Tex. Civ. Prac. & Rem. Code Ann. § 15.016 was subverted via Tex. Civ. Prac. & Rem. Code Ann. § 15.005; Tex. Civ. Prac. & Rem. Code Ann. § 15.016 requires that the mandatory venue provisions in Tex. Prop. Code Ann. § 115.002 prevail over Tex. Civ. Prac. & Rem. Code Ann. § 15.011, and the court does not find that Tex. Civ. Prac. & Rem. Code Ann. § 15.005 changes this analysis. *In re J.P. Morgan Chase Bank, N.A.*, 373 S.W.3d 615, 2012 Tex. App. LEXIS 2815 (Tex. App. San Antonio Apr. 11, 2012, no pet.).

Tex. Civ. Prac. & Rem. Code § 15.005

In the law firm's action seeking a declaratory judgment that it had no duty to return attorney fees paid by a debtor of the bank, the trial court did not err by denying the bank's motion to change venue because the law firm had established proper venue as to the debtor, thus the trial court had venue with respect to the bank where the bank's claim arose out of the same transaction, as provided in Tex. Civ. Prac. & Rem. Code Ann. § 15.005. *Madisonville State Bank v. Canterbury, Stuber, Elder, Gooch & Surratt, P.C.*, 209 S.W.3d 254, 2006 Tex. App. LEXIS 9174 (Tex. App. Dallas Oct. 25, 2006, no pet.).

Because Tex. Civ. Prac. & Rem. Code Ann. § 15.003 permitted an interlocutory appeal only from a decision allowing or denying joinder where a party was unable to independently establish proper venue, and because no interlocutory appeal was permitted from a determination that venue had been established under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002(a) and 15.005, the court had no basis for appellate jurisdiction from a decision in which the trial court found that each plaintiff had independently established proper venue, but did not reach the joinder question raised by defendants under Tex. Civ. Prac. & Rem. Code Ann. § 15.003. *American Home Prods. Corp. v. Clark*, 999 S.W.2d 908, 1999 Tex. App. LEXIS 6772 (Tex. App. Waco Sept. 8, 1999), *aff'd*, 38 S.W.3d 92, 2000 Tex. LEXIS 112 (Tex. 2000).

In case where the warrant holder filed a suit against defendant non-resident school district as maker of the warrants and defendant resident broker as endorser of the warrants, after the school district failed to honor payment of the matured warrants, the trial court properly sustained the school district's plea of privilege to transfer the cause of action to the county where it was a resident, because under former Tex. Rev. Civ. Stat. Ann. art. 1995 § 4, the two causes of action were not so intimately connected as to cause one defendant to be a proper party to the suit against the other. *Windham v. Alpine Independent School Dist.*, 478 S.W.2d 861, 1972 Tex. App. LEXIS 2573 (Tex. Civ. App. Amarillo Apr. 3, 1972, *pet. dismissed w.o.j.*).

Civil Procedure: Venue: Corporations

In a personal injury and wrongful death case, venue was proper in Midland County, Texas because a vehicle provider maintained its principal office there; moreover, the accident that was the basis of the lawsuit occurred there. Because venue was proper in Midland County for the vehicle provider, it was also proper there for a railroad. *Union Pac. R.R. Co. v. Stouffer*, 420 S.W.3d 233, 2013 Tex. App. LEXIS 15358 (Tex. App. Dallas Dec. 19, 2013), *reh'g denied*, No. 05-13-01224-CV, 2014 Tex. App. LEXIS 1737 (Tex. App. Dallas Jan. 22, 2014).

Venue in a suit in which a corporation was one of several defendants was proper under former Tex. Rev. Civ. Stat. Ann. art. 1995 (now Tex. Civ. Prac. & Rem. Code Ann. § 15.005) in the county in which the corporation was resident, where pursuant to Tex. Bus. Corp. Act Ann. art. 7.12, dissolution of the corporation for failure to pay a charter fee did not take away or impair any remedy against the corporation for any liability incurred prior to such dissolution if the action was commenced within three years after the date of dissolution. *Hoover v. Barker*, 476 S.W.2d 126, 1972 Tex. App. LEXIS 2873 (Tex. Civ. App. Austin Jan. 26, 1972, *pet. dismissed w.o.j.*).

Venue in a suit against a manufacturer and a retailer of agricultural chemicals, where only the retailer was a resident of the forum county, was proper, where the cause of action arose in whole or in part in the forum county. *Stull Chem. Co. v. Boggs Farmers Supply, Inc.*, 404 S.W.2d 78, 1966 Tex. App. LEXIS 2436 (Tex. Civ. App. Eastland 1966, no writ).

Civil Procedure: Venue: Individual Defendants

Tex. Civ. Prac. & Rem. Code Ann. § 15.005 allows plaintiff to choose between two proper venues where there is a conflict between two mandatory venue provisions. *Marshall v. Mahaffey*, 974 S.W.2d 942, 1998 Tex. App. LEXIS 5496 (Tex. App. Beaumont Aug. 27, 1998, no pet.).

In a minority partner's suit against a partnership and its partners, for an accounting and for specific performance of a partnership agreement, facts were not sufficient to sustain venue against a county resident merely because the

resident was a member of the partnership and was a named defendant. *Royal v. Moore*, 580 S.W.2d 159, 1979 Tex. App. LEXIS 3446 (Tex. Civ. App. Houston 1st Dist. Apr. 5, 1979, no writ).

To have obtained the benefits of the venue provision former Tex. Rev. Civ. Stat. Ann. art. 1995 § 4, plaintiff must have (1) pleaded and proved that one defendant resides in the county of suit; and (2) alleged in his petition a joint cause of action against resident and nonresident defendant, or a cause of action against resident defendant so intimately connected with the cause of action alleged against nonresident defendant that the two should have been joined to avoid a multiplicity of suits; and (3) proved the cause of action pleaded against resident defendant. *Bynum v. Olson & Cargill Dirt Co.*, 572 S.W.2d 114, 1978 Tex. App. LEXIS 3747 (Tex. Civ. App. Waco Sept. 28, 1978, no writ).

In a collection action, the creditor failed to prove by competent evidence that at least one of the several defendants resided in the county of suit, as required by former Tex. Rev. Civ. Stat. Ann. art. 1995(4); where creditor's counsel's testimony as to defendants' residences was based on hearsay and he had no personal knowledge of the residence of defendants. *Moore v. Citation Mfg. Co.*, 566 S.W.2d 701, 1978 Tex. App. LEXIS 3305 (Tex. Civ. App. Austin May 10, 1978, no writ).

Under former Tex. Rev. Civ. Stat. Ann. art. 1995, § 4, where two or more defendants resided in different counties, in order to maintain venue in the county where one of the defendants resided the plaintiff (1) must have alleged and proved that resident defendant in fact resided in the county where suit was brought; (2) must have introduced evidence at the venue hearing sufficient to establish a cause of action alleged against the resident defendant; and (3) must have alleged a joint cause of action against resident and nonresident defendant, or a cause of action against resident defendant so intimately connected with cause of action against nonresident defendant that the two should have been joined to avoid multiplicity of suits. *El Afifi v. Lilly Sales, Inc.*, 563 S.W.2d 371, 1978 Tex. App. LEXIS 3001 (Tex. Civ. App. Tyler Feb. 23, 1978, no writ).

Trial court erred in transferring an advertising company's cause of action to appliance corporation's county of residence on the ground that the advertising company's actions against the appliance corporation and retailer stemmed from the same advertising services contract; venue lay in the county of performance, where the advertising company had filed, under former Tex. Rev. Civ. Stat. Ann. art. 1995, § 4, because the ultimate issues were so intimately connected that the two causes of action should be tried together to avoid multiplicity of suits. *Asch Adv., Inc. v. Sony Corp. of Am.*, 569 S.W.2d 619, 1978 Tex. App. LEXIS 3490 (Tex. Civ. App. Waco 1978, no writ).

Venue in note holder's action on the note was proper in the county where the note had been assumed by one defendant, recorded with the clerk in that county, and was payable in that county. *Zidell v. Tarrant Sav. Ass'n*, 554 S.W.2d 5, 1977 Tex. App. LEXIS 3101 (Tex. Civ. App. Fort Worth June 16, 1977, pet. dism'd w.o.j.).

Escrow agent filed an interpleader action when he was subjected to competing claims over the ownership of the earnest money he was holding, which claims exposed him to double liability. Venue was proper, under former Tex. Rev. Civ. Stat. Ann. art. 1995, § 4, because several defendants resided in the county of suit when the action was filed. *Downing v. Laws*, 419 S.W.2d 217, 1967 Tex. App. LEXIS 2563 (Tex. Civ. App. Austin Sept. 20, 1967, writ ref'd n.r.e.).

Civil Procedure: Venue: Motions to Transfer

In a suit by multiple appellees to recover money appellants misappropriated, the trial court properly denied appellants' motion to transfer venue because the events alleged to have occurred in the county of suit, which included that it was the location for the meeting at which appellants' alleged material misrepresentation was made, constituted a substantial part of the events giving rise to appellees' fraud claim, and each appellee had therefore established proper venue against appellants in the county of suit as to that claim; further, because appellees' remaining claims arose from the same series of transactions or occurrences, the trial court had venue to determine

all of appellees' claims. *Pellegrini v. Six Pines Exploration, LLC*, No. 03-18-00774-CV, 2019 Tex. App. LEXIS 10133 (Tex. App. Austin Nov. 22, 2019).

Civil Procedure: Venue: Motions to Transfer: General Overview

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.005, in a suit in which plaintiff has established proper venue against defendant, the trial court also has venue of all defendants in all claims or actions arising out of the same transaction, occurrence, or series of transactions or occurrences. *Madera Prod. Co. v. Atl. Richfield Co.*, 107 S.W.3d 652, 158 Oil & Gas Rep. 95, 2003 Tex. App. LEXIS 4601 (Tex. App. Texarkana Mar. 13, 2003, no pet.) (Tex. App. Texarkana 2003, pet. denied (in part)).

Where no allegation of negligence was made against a physician co-defendant, venue should have been transferred to the county of primary physician defendant's residence in plaintiff's medical malpractice action. *Hamilton v. Sowers*, 554 S.W.2d 225, 1977 Tex. App. LEXIS 3099 (Tex. Civ. App. Fort Worth June 16, 1977, pet. dism'd w.o.j.), overruled, *Haddock v. Arnspiger*, 793 S.W.2d 948, 1990 Tex. LEXIS 93 (Tex. 1990).

Court affirmed the trial court's denial of defendant non-resident company's plea of privilege to be sued in its county of residence by plaintiff spreader user; the court held that user's choice of venue was proper because the suit was brought where two defendants resided, where the negligence occurred that caused plaintiff user's injury, and where the cause of action arose. 1967 Tex. App. LEXIS 2408.

Civil Procedure: Venue: Multiparty Litigation

In a suit by multiple appellees to recover money appellants misappropriated, the trial court properly denied appellants' motion to transfer venue because the events alleged to have occurred in the county of suit, which included that it was the location for the meeting at which appellants' alleged material misrepresentation was made, constituted a substantial part of the events giving rise to appellees' fraud claim, and each appellee had therefore established proper venue against appellants in the county of suit as to that claim; further, because appellees' remaining claims arose from the same series of transactions or occurrences, the trial court had venue to determine all of appellees' claims. *Pellegrini v. Six Pines Exploration, LLC*, No. 03-18-00774-CV, 2019 Tex. App. LEXIS 10133 (Tex. App. Austin Nov. 22, 2019).

In a personal injury and wrongful death case, venue was proper in Midland County, Texas because a vehicle provider maintained its principal office there; moreover, the accident that was the basis of the lawsuit occurred there. Because venue was proper in Midland County for the vehicle provider, it was also proper there for a railroad. *Union Pac. R.R. Co. v. Stouffer*, 420 S.W.3d 233, 2013 Tex. App. LEXIS 15358 (Tex. App. Dallas Dec. 19, 2013), reh'g denied, No. 05-13-01224-CV, 2014 Tex. App. LEXIS 1737 (Tex. App. Dallas Jan. 22, 2014).

In a husband and wife's medical malpractice suit against several defendants after ineffective vasectomies and faulty medical advice resulting in two wrongful pregnancies, the trial court erred in severing one doctor from the suit and granting her motion to transfer venue as the individual portions of the continuous course of treatment between all the defendants worked together to jointly produce an indivisible injury, and there was a "logical relationship" between this series of events which led to the injury. As venue was proper for at least one defendant, it was also proper for all other defendants. *Santos v. Holzman*, No. 13-02-662-CV, 2005 Tex. App. LEXIS 598 (Tex. App. Corpus Christi Jan. 27, 2005).

Issue was one of venue, not of multiple- or intervening-plaintiff joinder, where the same individuals sued hospitals from two different counties for survival and wrongful death arising from the same series of events. The venue determination was not reviewable, however, as the court of appeals does not have jurisdiction over an interlocutory appeal from a venue determination. *Centerpoint Energy Houston Elec., L.L.C. v. Brunkenhoefer*, No. 09-03-492 CV, 2004 Tex. App. LEXIS 1497 (Tex. App. Beaumont Feb. 12, 2004).

Tex. Civ. Prac. & Rem. Code § 15.005

In a product liability action, where plaintiff brought the action in the county where one of the defendants resided under former Tex. Rev. Civ. Stat. Ann. art. 1995(4), the fact that that party died did not entitle the other defendants to attack venue. *Chem-Spray Aerosols, Inc. v. Edwards*, 576 S.W.2d 478, 1979 Tex. App. LEXIS 3090 (Tex. Civ. App. Houston 14th Dist. Jan. 3, 1979, pet. dismissed w.o.j.).

In an action against a drilling company and its principal, who was a resident of another county, venue against the drilling company was improper because the plaintiff had not proven a bona fide cause of action against the drilling company. *Helland v. Western Constr. Co.*, 516 S.W.2d 437, 1974 Tex. App. LEXIS 2797 (Tex. Civ. App. San Antonio Nov. 20, 1974, no writ).

An appellate court affirmed a judgment of a trial court that denied the pleas of privileges posed by tire and truck manufacturers in a claimant's personal injury suit against the manufacturers and a paper company, pulpwood company owner, and employee, after he was injured when some pulpwood logs fell off a truck and onto him; the court held that under former Tex. Rev. Civ. Stat. Ann. art. 1995, § 4, venue was proper in the county in which the claimant filed suit because defendant pulpwood company owner resided in that county, the claimant had a bona fide claim against him, and the claims against the manufacturers were intimately connected with the claim against the pulpwood company owner. *Goodyear Tire & Rubber Co. v. Edwards*, 512 S.W.2d 748, 1974 Tex. App. LEXIS 2526 (Tex. Civ. App. Tyler Aug. 1, 1974, no writ).

Under former Tex. Rev. Civ. Stat. Ann. art. 1995 § 4, venue in a claim for breach of an oil and gas lease was proper in the county in which the lawsuit was brought for all causes except one, which was affected by previous litigation and res judicata. 558 S.W.2d 33, 1977 Tex. App. LEXIS 3529.

Where an insured brought an action against an insurance company and an insurance agent the action was properly transferred to the county of the agent's residence, where the insured failed to establish that the agent was a necessary party and that the insurance company was situated within the county in which the original action was brought. *Kain v. Northland Ins. Co.*, 472 S.W.2d 304, 1971 Tex. App. LEXIS 2131 (Tex. Civ. App. Amarillo Sept. 20, 1971, no writ).

Because one of several co-defendants resided in Brazos County, defendant's plea of privilege to be sued in Harris County was properly denied and plaintiff was entitled to sue all necessary parties in Brazos County. *Sports Specialties, Inc. v. James Talcott Western, Inc.*, 389 S.W.2d 357, 1965 Tex. App. LEXIS 3038 (Tex. Civ. App. Waco 1965, no writ).

Landowner failed to establish venue in his suit against a city for denying access to his surface property where the city owned the water rights because the city was not a necessary party to the claim against the city employee alleged to have blocked access. *Holt v. Lubbock*, 390 S.W.2d 500, 1965 Tex. App. LEXIS 2419 (Tex. Civ. App. Eastland 1965, no writ).

Third-party defendant trailer owner's plea of privilege to suit in his county of residence was granted, although the injured parties and defendant trailer driver had entered into a stipulation for venue, because the injured parties failed to establish venue in the county where the accident allegedly occurred and no evidence was offered to prove that any act of negligence occurred in the county where suit was filed; the stipulation as to venue entered into did not bind the trailer owner. *Gilley v. Morse*, 375 S.W.2d 569, 1964 Tex. App. LEXIS 1940 (Tex. Civ. App. Dallas Jan. 24, 1964, no writ).

Although individual was not a resident of Potter county, co-defendant corporation was domiciled in Potter county and the court found that note holder properly obtained venue against both defendants in Potter county due to corporation's domiciliary there. *Ricks-Maguire Co. v. Oliver*, 373 S.W.2d 269, 1963 Tex. App. LEXIS 1831 (Tex. Civ. App. Amarillo Nov. 11, 1963, no writ).

Civil Procedure: Venue: Special Venue

Tex. Civ. Prac. & Rem. Code § 15.005

Asset purchase agreement providing for exclusive jurisdiction and venue in either Tarrant County or the United States District Court for the Northern District of Texas and involving more than one million dollars allowed the sellers to enforce mandatory venue in Tarrant County under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(a), (b), by way of mandamus as provided in Tex. Civ. Prac. & Rem. Code Ann. § 15.0642; the buyers' permissive venue choice under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 had to yield to mandatory venue under § 15.020 because joinder was proper within the meaning of Tex. Civ. Prac. & Rem. Code Ann. §§ 15.003, 15.004, 15.005. In re R.R. Repair & Maint., Inc., No. 05-09-01035-CV, 2009 Tex. App. LEXIS 8404 (Tex. App. Dallas Nov. 2, 2009).

Civil Procedure: Parties: Joinder: General Overview

Asset purchase agreement providing for exclusive jurisdiction and venue in either Tarrant County or the United States District Court for the Northern District of Texas and involving more than one million dollars allowed the sellers to enforce mandatory venue in Tarrant County under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(a), (b), by way of mandamus as provided in Tex. Civ. Prac. & Rem. Code Ann. § 15.0642; the buyers' permissive venue choice under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 had to yield to mandatory venue under § 15.020 because joinder was proper within the meaning of Tex. Civ. Prac. & Rem. Code Ann. §§ 15.003, 15.004, 15.005. In re R.R. Repair & Maint., Inc., No. 05-09-01035-CV, 2009 Tex. App. LEXIS 8404 (Tex. App. Dallas Nov. 2, 2009).

Civil Procedure: Parties: Joinder: Misjoinder

Because Tex. Civ. Prac. & Rem. Code Ann. § 15.003 permitted an interlocutory appeal only from a decision allowing or denying joinder where a party was unable to independently establish proper venue, and because no interlocutory appeal was permitted from a determination that venue had been established under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002(a) and 15.005, the court had no basis for appellate jurisdiction from a decision in which the trial court found that each plaintiff had independently established proper venue, but did not reach the joinder question raised by defendants under Tex. Civ. Prac. & Rem. Code Ann. § 15.003. American Home Prods. Corp. v. Clark, 999 S.W.2d 908, 1999 Tex. App. LEXIS 6772 (Tex. App. Waco Sept. 8, 1999), aff'd, 38 S.W.3d 92, 2000 Tex. LEXIS 112 (Tex. 2000).

Civil Procedure: Appeals: Appellate Jurisdiction: Interlocutory Orders

Issue was one of venue, not of multiple- or intervening-plaintiff joinder, where the same individuals sued hospitals from two different counties for survival and wrongful death arising from the same series of events. The venue determination was not reviewable, however, as the court of appeals does not have jurisdiction over an interlocutory appeal from a venue determination. Centerpoint Energy Houston Elec., L.L.C. v. Brunkenhoefer, No. 09-03-492 CV, 2004 Tex. App. LEXIS 1497 (Tex. App. Beaumont Feb. 12, 2004).

Because Tex. Civ. Prac. & Rem. Code Ann. § 15.003 permitted an interlocutory appeal only from a decision allowing or denying joinder where a party was unable to independently establish proper venue, and because no interlocutory appeal was permitted from a determination that venue had been established under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002(a) and 15.005, the court had no basis for appellate jurisdiction from a decision in which the trial court found that each plaintiff had independently established proper venue, but did not reach the joinder question raised by defendants under Tex. Civ. Prac. & Rem. Code Ann. § 15.003. American Home Prods. Corp. v. Clark, 999 S.W.2d 908, 1999 Tex. App. LEXIS 6772 (Tex. App. Waco Sept. 8, 1999), aff'd, 38 S.W.3d 92, 2000 Tex. LEXIS 112 (Tex. 2000).

Torts: Malpractice & Professional Liability: Healthcare Providers

In a husband and wife's medical malpractice suit against several defendants after ineffective vasectomies and faulty medical advice resulting in two wrongful pregnancies, the trial court erred in severing one doctor from the suit and

granting her motion to transfer venue as the individual portions of the continuous course of treatment between all the defendants worked together to jointly produce an indivisible injury, and there was a “logical relationship” between this series of events which led to the injury. As venue was proper for at least one defendant, it was also proper for all other defendants. *Santos v. Holzman*, No. 13-02-662-CV, 2005 Tex. App. LEXIS 598 (Tex. App. Corpus Christi Jan. 27, 2005).

Research References & Practice Aids

LAW REVIEWS

51 Baylor L. Rev. 1.

53 SMU L. Rev. 617.

55 SMU L. Rev. 1345.

28 Tex. Tech L. Rev. 31.

Treatises

4-62 Texas Torts and Remedies § 62.02, TORT CLAIMS AGAINST PUBLIC ENTITIES AND EMPLOYEES, CIVIL RIGHTS ACTIONS, Jurisdiction and Venue, Texas Torts and Remedies.

Practice Guides

1-5 Texas Civil Trial Guide § 5.30, NON-EVIDENTIARY MOTIONS, MOTION FOR SEVERANCE, Legal Background, Texas Civil Trial Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.01, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), General Venue Statute, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.04, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Multiple Claims and Parties, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.20, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Procedure When Party Seeks to Transfer Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.103, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Multiple Defendants or claims, Dorsaneo, Texas Litigation Guide.

5-82 Dorsaneo, Texas Litigation Guide § 82.08, Pretrial Practice (Chs. 1-114), Joinder of Additional Parties (Chs. 80-82), Venue, Dorsaneo, Texas Litigation Guide.

5-82 Dorsaneo, Texas Litigation Guide § 82.201, Pretrial Practice (Chs. 1-114), Joinder of Additional Parties (Chs. 80-82), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

9-132 Dorsaneo, Texas Litigation Guide § 132.03, Trial Practice (Chs. 120-134), Judgment (Chs. 130-134), Writ of Execution, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.005

9-132 Dorsaneo, Texas Litigation Guide § 132.51, Trial Practice (Chs. 120-134), Judgment (Chs. 130-134), Procedure for Judgment Debtor, Dorsaneo, Texas Litigation Guide.

11-162 Dorsaneo, Texas Litigation Guide § 162.52, Pleadings in Business Entity Litigation (Chs. 160-205), Business Corporations (Chs. 160-165), Preparation and Filing of Plaintiff's Petition, Dorsaneo, Texas Litigation Guide.

12-180 Dorsaneo, Texas Litigation Guide § 180.53, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Drafting Third-Party Petition Against Partnership, Dorsaneo, Texas Litigation Guide.

12-180 Dorsaneo, Texas Litigation Guide § 180.110, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Petition for Third-Party Claim Against Partnership, Dorsaneo, Texas Litigation Guide.

12-181 Dorsaneo, Texas Litigation Guide § 181.41, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Procedural Considerations, Dorsaneo, Texas Litigation Guide.

12-182 Dorsaneo, Texas Litigation Guide § 182.50, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Plaintiff's Guide, Dorsaneo, Texas Litigation Guide.

12-182 Dorsaneo, Texas Litigation Guide § 182.100, Pleadings in Business Entity Litigation (Chs. 160-205), Partnerships and Joint Ventures (Chs. 180-182), Petition by Creditor Against Alleged General Partner, Dorsaneo, Texas Litigation Guide.

13-204 Dorsaneo, Texas Litigation Guide § 204.05, Pleadings in Business Entity Litigation (Chs. 160-205), Business Relationships (Chs. 200-205), Insured's Action Against Insurer, Dorsaneo, Texas Litigation Guide.

13-204 Dorsaneo, Texas Litigation Guide § 204.50, Pleadings in Business Entity Litigation (Chs. 160-205), Business Relationships (Chs. 200-205), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

14-216 Dorsaneo, Texas Litigation Guide § 216.08, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Procedural Matters, Dorsaneo, Texas Litigation Guide.

20-320 Dorsaneo, Texas Litigation Guide § 320.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Goods and Services (Chs. 320-321), Plaintiff's Original Petition, Dorsaneo, Texas Litigation Guide.

21-342 Dorsaneo, Texas Litigation Guide § 342.50, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Plaintiff's Pleadings, Dorsaneo, Texas Litigation Guide.

21-342 Dorsaneo, Texas Litigation Guide § 342.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Petition for Recovery Against Insurer and Other Motorist, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.006

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter A Definitions; General Rules (§§ 15.001 — 15.010)

Sec. 15.006. Venue Determined by Facts Existing at the Time of Accrual.

A court shall determine the venue of a suit based on the facts existing at the time the cause of action that is the basis of the suit accrued.

History

Enacted by Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 1, effective August 28, 1995.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

1995 Note:

See note following § 15.001.

Case Notes

Civil Procedure: Venue: General Overview

Civil Procedure: Venue: Corporations

Civil Procedure: Venue: Individual Defendants

Civil Procedure: Venue: Motions to Transfer: General Overview**Civil Procedure: Venue: Motions to Transfer: Choice of Forum****Civil Procedure: Venue: Multiparty Litigation****Civil Procedure: Venue: Special Venue****Contracts Law: Breach: Causes of Action: General Overview****Contracts Law: Types of Contracts: Construction Contracts****Civil Procedure: Venue: General Overview**

Where the subcontractor brought suit against the owner in Williamson County, Texas, for change orders on a construction project, the transfer of venue to Bell County, Texas, was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.006 because the hotel was constructed there; all or substantially all of the events surrounding the project occurred in Bell County; transfer of the case to Bell County did not work an injustice upon the subcontractor and was more convenient for the parties. *Quantum Elec., Inc. v. Scott & White Props.*, No. 11-05-00355-CV, 2007 Tex. App. LEXIS 8415 (Tex. App. Eastland Oct. 25, 2007).

Civil Procedure: Venue: Corporations

Consumers failed to meet their burden to show venue in Dallas County was proper, but the corporation did not meet its burden to show venue was proper in Collin County; because the record did not show that the corporation had a principal office in Collin County, it did not meet its burden to show venue was properly in its chosen county. *Ford Motor Co. v. Johnson*, 473 S.W.3d 925, 2015 Tex. App. LEXIS 9170 (Tex. App. Dallas Aug. 28, 2015), reh'g denied, No. 05-15-00384-CV, 2015 Tex. App. LEXIS 12531 (Tex. App. Dallas Oct. 22, 2015).

Civil Procedure: Venue: Individual Defendants

In an oil and gas company's suit for breach of fiduciary duty and fraud arising from certain mineral interests in real property, denial of the motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 filed by the employee and other oil businesses was improper as the dispute was essentially over the rightful ownership of an interest in land in another county. *In re Kerr*, 293 S.W.3d 353, 172 Oil & Gas Rep. 187, 2009 Tex. App. LEXIS 5826 (Tex. App. Beaumont July 30, 2009, no pet.).

Civil Procedure: Venue: Motions to Transfer: General Overview

In a suit brought by employees alleging slander, invasion of privacy, and other torts by their former employer, venue under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.006, 15.017 was in the county where they lived during their employment, not a county where they had previously lived. Because the evidence did not establish that the employees had a second residence for venue purposes, they did not produce prima facie proof of residence under Tex. R. Civ. P. 87(3)(c) in the county where they brought suit. The employer's specific denial was sufficient under Rule 87(3)(a). *In re Socorro Indep. Sch. Dist.*, No. 13-09-00500-CV, 2010 Tex. App. LEXIS 2126 (Tex. App. Corpus Christi Mar. 22, 2010).

Civil Procedure: Venue: Motions to Transfer: Choice of Forum

Consumers failed to meet their burden to show venue in Dallas County was proper, but the corporation did not meet its burden to show venue was proper in Collin County; because the record did not show that the corporation had a principal office in Collin County, it did not meet its burden to show venue was properly in its chosen county. *Ford Motor Co. v. Johnson*, 473 S.W.3d 925, 2015 Tex. App. LEXIS 9170 (Tex. App. Dallas Aug. 28, 2015), reh'g denied, No. 05-15-00384-CV, 2015 Tex. App. LEXIS 12531 (Tex. App. Dallas Oct. 22, 2015).

Civil Procedure: Venue: Multiparty Litigation

Where contractors sued a construction company for breach of an oral contract after a payment dispute arose, venue was proper in Lamar County, Texas, where the parties agreed that payment would be made. *KW Constr. v. Stephens & Sons Concrete Contrs., Inc.*, 165 S.W.3d 874, 2005 Tex. App. LEXIS 4336 (Tex. App. Texarkana June 8, 2005, no pet.).

Civil Procedure: Venue: Special Venue

In a suit brought by employees alleging slander, invasion of privacy, and other torts by their former employer, venue under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.006, 15.017 was in the county where they lived during their employment, not a county where they had previously lived. Because the evidence did not establish that the employees had a second residence for venue purposes, they did not produce prima facie proof of residence under Tex. R. Civ. P. 87(3)(c) in the county where they brought suit. The employer's specific denial was sufficient under Rule 87(3)(a). *In re Socorro Indep. Sch. Dist.*, No. 13-09-00500-CV, 2010 Tex. App. LEXIS 2126 (Tex. App. Corpus Christi Mar. 22, 2010).

Contracts Law: Breach: Causes of Action: General Overview

Where contractors sued a construction company for breach of an oral contract after a payment dispute arose, venue was proper in Lamar County, Texas, where the parties agreed that payment would be made. *KW Constr. v. Stephens & Sons Concrete Contrs., Inc.*, 165 S.W.3d 874, 2005 Tex. App. LEXIS 4336 (Tex. App. Texarkana June 8, 2005, no pet.).

Contracts Law: Types of Contracts: Construction Contracts

Where contractors sued a construction company for breach of an oral contract after a payment dispute arose, venue was proper in Lamar County, Texas, where the parties agreed that payment would be made. *KW Constr. v. Stephens & Sons Concrete Contrs., Inc.*, 165 S.W.3d 874, 2005 Tex. App. LEXIS 4336 (Tex. App. Texarkana June 8, 2005, no pet.).

Tex. Civ. Prac. & Rem. Code § 15.007

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter A Definitions; General Rules (§§ 15.001 — 15.010)

Sec. 15.007. Conflict with Certain Provisions.

Notwithstanding Sections 15.004, 15.005, and 15.031, to the extent that venue under this chapter for a suit by or against an executor, administrator, or guardian as such, for personal injury, death, or property damage conflicts with venue provisions under the Estates Code, this chapter controls.

History

Enacted by Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 1, effective August 28, 1995; am. Acts 2015, 84th Leg., ch. 1236 (S.B. 1296), § 20.001, effective September 1, 2015.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

1995 Note:

See note following § 15.001.

Amendment Notes

2015 amendment, substituted “Estates Code” for “Texas Probate Code.”

Case Notes

Civil Procedure: Venue: Forum Non Conveniens**Civil Procedure: Venue: Motions to Transfer: General Overview****Civil Procedure: Venue: Multiparty Litigation****Civil Procedure: Venue: Special Venue****Civil Procedure: Remedies: Injunctions: General Overview****Civil Procedure: Remedies: Injunctions: Elements: General Overview****Civil Procedure: Remedies: Writs: General Overview****Estate, Gift & Trust Law: Probate: Procedures in Probate: General Overview****Torts: Wrongful Death & Survival Actions: General Overview****Civil Procedure: Venue: Forum Non Conveniens**

In a mother's medical malpractice suit for her minor daughter's injuries, under Tex. Prob. Code Ann. § 5B and Tex. Prob. Code Ann. § 608, the probate court had the authority to grant the mother's motion to transfer the case to the county where she had recently moved. Tex. Prob. Code Ann. § 5B and Tex. Prob. Code Ann. § 608 of the probate code are jurisdictional statutes, not venue provisions that would be governed by Tex. Civ. Prac. & Rem. Code Ann. § 15.007. *In re Houston Northwest Partners, Ltd.*, 98 S.W.3d 777, 2003 Tex. App. LEXIS 1627 (Tex. App. Austin Feb. 21, 2003, no pet.).

Civil Procedure: Venue: Motions to Transfer: General Overview

Where the record did not reflect that a trial judge abused his discretion by ordering a wrongful death suit be transferred to the statutory probate court under Tex. Prob. Code Ann. § 5B, the defendants' request for a writ of mandamus requiring the judge to vacate the order was denied, as § 5B is a jurisdictional statute, not a venue provision, and a transfer under § 5B did not create a conflict between two venue provisions; thus, Tex. Civ. Prac. & Rem. Code Ann. § 15.007 did not apply. *In re Terex Corp.*, 123 S.W.3d 673, 2003 Tex. App. LEXIS 10043 (Tex. App. El Paso Nov. 25, 2003, no pet.).

Civil Procedure: Venue: Multiparty Litigation

Tex. Civ. Prac. & Rem. Code Ann. § 15.007 governs conflicts in venue provisions. It provides that in a suit for personal injury, death, or property damage brought by or against an executor, administrator, or guardian, the venue provisions of Tex. Civ. Prac. & Rem. Code Ann. ch. 15 shall control over the venue provisions of the Probate Code. *In re Houston Northwest Partners, Ltd.*, 98 S.W.3d 777, 2003 Tex. App. LEXIS 1627 (Tex. App. Austin Feb. 21, 2003, no pet.).

Tex. Prob. Code Ann. § 5B and Tex. Prob. Code Ann. § 608 which grant authority to a statutory probate court to transfer causes pertaining to pending probate matters from a district court to the probate court in the name of judicial economy, are jurisdictional statutes, not venue provisions that would be governed by Tex. Civ. Prac. & Rem. Code Ann. § 15.007. *In re Houston Northwest Partners, Ltd.*, 98 S.W.3d 777, 2003 Tex. App. LEXIS 1627 (Tex. App. Austin Feb. 21, 2003, no pet.).

In a mother's medical malpractice suit for her minor daughter's injuries, under Tex. Prob. Code Ann. § 5B and Tex. Prob. Code Ann. § 608, the probate court had the authority to grant the mother's motion to transfer the case to the county where she had recently moved. Tex. Prob. Code Ann. § 5B and Tex. Prob. Code Ann. § 608 of the probate

Tex. Civ. Prac. & Rem. Code § 15.007

code are jurisdictional statutes, not venue provisions that would be governed by Tex. Civ. Prac. & Rem. Code Ann. § 15.007. In re Houston Northwest Partners, Ltd., 98 S.W.3d 777, 2003 Tex. App. LEXIS 1627 (Tex. App. Austin Feb. 21, 2003, no pet.).

In a wrongful death action by the administrator of a decedent's estate, the determination of proper venue was controlled by the provisions of Tex. Civ. Prac. & Rem. Code Ann. § 15.007 and the defendant employer was entitled to an anti-suit injunction to prevent trial of the wrongful death matter in probate court. Reliant Energy v. Gonzalez, No. 01-02-00679-CV, 2002 Tex. App. LEXIS 6655 (Tex. App. Houston 1st Dist. Sept. 6, 2002), reh'g denied, op. withdrawn, sub. op., vacated, 102 S.W.3d 868, 2003 Tex. App. LEXIS 3665 (Tex. App. Houston 1st Dist. Apr. 29, 2003).

Determination of proper venue for an action by or against a personal representative for personal injury, death, or property damage is no longer made under Tex. Prob. Code Ann. §§ 5A(b), 5B, but rather under Tex. Civ. Prac. & Rem. Code Ann. § 15.007. Reliant Energy v. Gonzalez, No. 01-02-00679-CV, 2002 Tex. App. LEXIS 6655 (Tex. App. Houston 1st Dist. Sept. 6, 2002), reh'g denied, op. withdrawn, sub. op., vacated, 102 S.W.3d 868, 2003 Tex. App. LEXIS 3665 (Tex. App. Houston 1st Dist. Apr. 29, 2003).

Civil Procedure: Venue: Special Venue

Tex. Civ. Prac. & Rem. Code Ann. § 15.007 prohibited the Hidalgo County Probate Court from transferring, over defendant's objection, a wrongful death suit filed in Harris County District Court (where defendant had its principal office) to the probate court, because under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a), venue was proper in Harris County but not Hidalgo County (the residence of the decedent, the administrator, and their children). Gonzalez v. Reliant Energy, Inc., 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Where an administrator filed identical wrongful death suits in a probate court of one county (where venue was not proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002) and a district court of another county (where venue was proper), the latter court erred by denying defendant's request for an anti-suit injunction because otherwise defendant could have been required to defend both actions. Gonzalez v. Reliant Energy, Inc., 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

The issuance of an anti-suit injunction was affirmed because: (1) Tex. Civ. Prac. & Rem. Code Ann. § 15.007 controlled over Tex. Prob. Code Ann. § 6, which established venue for the underlying probate proceeding, and consequently, all suits and actions appertaining to and incident to the deceased's estate, (2) Tex. Prob. Code Ann. §§ 5A and 5B in no way limited the application of Tex. Civ. Prac. & Rem. Code Ann. § 15.007, and (3) the district court was situated in the only county with proper venue of the wrongful death action. Reliant Energy, Inc. v. Gonzalez, 102 S.W.3d 868, 2003 Tex. App. LEXIS 3665 (Tex. App. Houston 1st Dist. Apr. 29, 2003), aff'd, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Determination of proper venue for an action by or against a personal representative for personal injury, death, or property damage is no longer made under the Texas Probate Code, but rather under Tex. Civ. Prac. & Rem. Code Ann. § 15.007, and this changes the ability of statutory probate courts to make transfers in personal injury, death, or property damage suits and whether such suits can be filed in probate courts originally. Reliant Energy, Inc. v. Gonzalez, 102 S.W.3d 868, 2003 Tex. App. LEXIS 3665 (Tex. App. Houston 1st Dist. Apr. 29, 2003), aff'd, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Legislative intent behind Tex. Civ. Prac. & Rem. Code Ann. § 15.007 is to prevent forum shopping; particularly, § 15.007, which appears to be a legislative attempt to clarify and reiterate probate court jurisdiction over tort suits, prevents plaintiffs from transferring such suits and forum shopping to probate court in contravention of the venue statutes. Reliant Energy, Inc. v. Gonzalez, 102 S.W.3d 868, 2003 Tex. App. LEXIS 3665 (Tex. App. Houston 1st Dist. Apr. 29, 2003), aff'd, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Civil Procedure: Remedies: Injunctions: General Overview

In a wrongful death action by the administrator of a decedent's estate, the determination of proper venue was controlled by the provisions of Tex. Civ. Prac. & Rem. Code Ann. § 15.007 and the defendant employer was entitled to an anti-suit injunction to prevent trial of the wrongful death matter in probate court. *Reliant Energy v. Gonzalez*, No. 01-02-00679-CV, 2002 Tex. App. LEXIS 6655 (Tex. App. Houston 1st Dist. Sept. 6, 2002), reh'g denied, op. withdrawn, sub. op., vacated, 102 S.W.3d 868, 2003 Tex. App. LEXIS 3665 (Tex. App. Houston 1st Dist. Apr. 29, 2003).

Civil Procedure: Remedies: Injunctions: Elements: General Overview

Where an administrator filed identical wrongful death suits in a probate court of one county (where venue was not proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002) and a district court of another county (where venue was proper), the latter court erred by denying defendant's request for an anti-suit injunction because otherwise defendant could have been required to defend both actions. *Gonzalez v. Reliant Energy, Inc.*, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Civil Procedure: Remedies: Writs: General Overview

Where the record did not reflect that a trial judge abused his discretion by ordering a wrongful death suit be transferred to the statutory probate court under Tex. Prob. Code Ann. § 5B, the defendants' request for a writ of mandamus requiring the judge to vacate the order was denied, as § 5B is a jurisdictional statute, not a venue provision, and a transfer under § 5B did not create a conflict between two venue provisions; thus, Tex. Civ. Prac. & Rem. Code Ann. § 15.007 did not apply. *In re Terex Corp.*, 123 S.W.3d 673, 2003 Tex. App. LEXIS 10043 (Tex. App. El Paso Nov. 25, 2003, no pet.).

Estate, Gift & Trust Law: Probate: Procedures in Probate: General Overview

Tex. Civ. Prac. & Rem. Code Ann. § 15.007 prohibited the Hidalgo County Probate Court from transferring, over defendant's objection, a wrongful death suit filed in Harris County District Court (where defendant had its principal office) to the probate court, because under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a), venue was proper in Harris County but not Hidalgo County (the residence of the decedent, the administrator, and their children). *Gonzalez v. Reliant Energy, Inc.*, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Where an administrator filed identical wrongful death suits in a probate court of one county (where venue was not proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002) and a district court of another county (where venue was proper), the latter court erred by denying defendant's request for an anti-suit injunction because otherwise defendant could have been required to defend both actions. *Gonzalez v. Reliant Energy, Inc.*, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

The issuance of an anti-suit injunction was affirmed because: (1) Tex. Civ. Prac. & Rem. Code Ann. § 15.007 controlled over Tex. Prob. Code Ann. § 6, which established venue for the underlying probate proceeding, and consequently, all suits and actions appertaining to and incident to the deceased's estate, (2) Tex. Prob. Code Ann. §§ 5A and 5B in no way limited the application of Tex. Civ. Prac. & Rem. Code Ann. § 15.007, and (3) the district court was situated in the only county with proper venue of the wrongful death action. *Reliant Energy, Inc. v. Gonzalez*, 102 S.W.3d 868, 2003 Tex. App. LEXIS 3665 (Tex. App. Houston 1st Dist. Apr. 29, 2003), aff'd, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Determination of proper venue for an action by or against a personal representative for personal injury, death, or property damage is no longer made under the Texas Probate Code, but rather under Tex. Civ. Prac. & Rem. Code Ann. § 15.007, and this changes the ability of statutory probate courts to make transfers in personal injury, death,

Tex. Civ. Prac. & Rem. Code § 15.007

or property damage suits and whether such suits can be filed in probate courts originally. *Reliant Energy, Inc. v. Gonzalez*, 102 S.W.3d 868, 2003 Tex. App. LEXIS 3665 (Tex. App. Houston 1st Dist. Apr. 29, 2003), *aff'd*, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Legislative intent behind Tex. Civ. Prac. & Rem. Code Ann. § 15.007 is to prevent forum shopping; particularly, § 15.007, which appears to be a legislative attempt to clarify and reiterate probate court jurisdiction over tort suits, prevents plaintiffs from transferring such suits and forum shopping to probate court in contravention of the venue statutes. *Reliant Energy, Inc. v. Gonzalez*, 102 S.W.3d 868, 2003 Tex. App. LEXIS 3665 (Tex. App. Houston 1st Dist. Apr. 29, 2003), *aff'd*, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Tex. Prob. Code Ann. § 5B and Tex. Prob. Code Ann. § 608 which grant authority to a statutory probate court to transfer causes pertaining to pending probate matters from a district court to the probate court in the name of judicial economy, are jurisdictional statutes, not venue provisions that would be governed by Tex. Civ. Prac. & Rem. Code Ann. § 15.007. *In re Houston Northwest Partners, Ltd.*, 98 S.W.3d 777, 2003 Tex. App. LEXIS 1627 (Tex. App. Austin Feb. 21, 2003, no pet.).

In a mother's medical malpractice suit for her minor daughter's injuries, under Tex. Prob. Code Ann. § 5B and Tex. Prob. Code Ann. § 608, the probate court had the authority to grant the mother's motion to transfer the case to the county where she had recently moved. Tex. Prob. Code Ann. § 5B and Tex. Prob. Code Ann. § 608 of the probate code are jurisdictional statutes, not venue provisions that would be governed by Tex. Civ. Prac. & Rem. Code Ann. § 15.007. *In re Houston Northwest Partners, Ltd.*, 98 S.W.3d 777, 2003 Tex. App. LEXIS 1627 (Tex. App. Austin Feb. 21, 2003, no pet.).

Torts: Wrongful Death & Survival Actions: General Overview

Tex. Civ. Prac. & Rem. Code Ann. § 15.007 prohibited the Hidalgo County Probate Court from transferring, over defendant's objection, a wrongful death suit filed in Harris County District Court (where defendant had its principal office) to the probate court, because under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a), venue was proper in Harris County but not Hidalgo County (the residence of the decedent, the administrator, and their children). *Gonzalez v. Reliant Energy, Inc.*, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

The issuance of an anti-suit injunction was affirmed because: (1) Tex. Civ. Prac. & Rem. Code Ann. § 15.007 controlled over Tex. Prob. Code Ann. § 6, which established venue for the underlying probate proceeding, and consequently, all suits and actions appertaining to and incident to the deceased's estate, (2) Tex. Prob. Code Ann. §§ 5A and 5B in no way limited the application of Tex. Civ. Prac. & Rem. Code Ann. § 15.007, and (3) the district court was situated in the only county with proper venue of the wrongful death action. *Reliant Energy, Inc. v. Gonzalez*, 102 S.W.3d 868, 2003 Tex. App. LEXIS 3665 (Tex. App. Houston 1st Dist. Apr. 29, 2003), *aff'd*, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Determination of proper venue for an action by or against a personal representative for personal injury, death, or property damage is no longer made under the Texas Probate Code, but rather under Tex. Civ. Prac. & Rem. Code Ann. § 15.007, and this changes the ability of statutory probate courts to make transfers in personal injury, death, or property damage suits and whether such suits can be filed in probate courts originally. *Reliant Energy, Inc. v. Gonzalez*, 102 S.W.3d 868, 2003 Tex. App. LEXIS 3665 (Tex. App. Houston 1st Dist. Apr. 29, 2003), *aff'd*, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

Legislative intent behind Tex. Civ. Prac. & Rem. Code Ann. § 15.007 is to prevent forum shopping; particularly, § 15.007, which appears to be a legislative attempt to clarify and reiterate probate court jurisdiction over tort suits, prevents plaintiffs from transferring such suits and forum shopping to probate court in contravention of the venue statutes. *Reliant Energy, Inc. v. Gonzalez*, 102 S.W.3d 868, 2003 Tex. App. LEXIS 3665 (Tex. App. Houston 1st Dist. Apr. 29, 2003), *aff'd*, 159 S.W.3d 615, 2005 Tex. LEXIS 212 (Tex. 2005).

In a wrongful death action by the administrator of a decedent's estate, the determination of proper venue was controlled by the provisions of Tex. Civ. Prac. & Rem. Code Ann. § 15.007 and the defendant employer was

entitled to an anti-suit injunction to prevent trial of the wrongful death matter in probate court. *Reliant Energy v. Gonzalez*, No. 01-02-00679-CV, 2002 Tex. App. LEXIS 6655 (Tex. App. Houston 1st Dist. Sept. 6, 2002), reh'g denied, op. withdrawn, sub. op., vacated, 102 S.W.3d 868, 2003 Tex. App. LEXIS 3665 (Tex. App. Houston 1st Dist. Apr. 29, 2003).

Research References & Practice Aids

LAW REVIEWS

49 SMU L. Rev. 1245.

56 SMU L. Rev. 1223.

40 Houston Lawyer 46.

41 Houston Lawyer 10.

66 Tex. B. J. 702, FEATURES: 2003 LEGISLATIVE UPDATE: HOUSE BILL 4: A USER-FRIENDLY GUIDE, BY SCOTT ROTHENBERG, September, 2003, Copyright (c) 2003 by State Bar of Texas, Texas Bar Journal.

66 Tex. B. J. 714, FEATURES: 2003 LEGISLATIVE UPDATE: DEVELOPMENTS IN PROBATE, TRUST, AND GUARDIANSHIP LAW, BY JERRY FRANK JONES, September, 2003, Copyright (c) 2003 by State Bar of Texas, Texas Bar Journal.

Treatises

4-57 Texas Real Estate Guide § 57.04, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, SUIT TO QUIET TITLE, Jurisdiction and Venue, Texas Real Estate Guide.

1 Texas Torts and Remedies III, SUMMARY OF 2003 CIVIL JUSTICE REFORM LEGISLATION, SPECIAL ALERT TO: DORSANEO, TEXAS LITIGATION GUIDE TEXAS TORTS AND REMEDIES DORSANEO & SOULES — TEXAS CODES AND RULES AUGUST 2003 William V. Dorsaneo I, Tex. H.B. 4, Texas Torts and Remedies.

1-SECTION 3.05 Texas Torts and Remedies Scope, VENUE; FORUM NON CONVENIENS, Section 5A, Texas Probate Code, is amended by adding Subsection (f) to read as follows, Scope, Texas Torts and Remedies.

1-SECTION 3.06 Texas Torts and Remedies Sec. 5B, VENUE; FORUM NON CONVENIENS, Section 5B, Texas Probate Code, is amended to read as follows, TRANSFER OF PROCEEDING, Texas Torts and Remedies.

1-SECTION 3.07 Texas Torts and Remedies Scope, VENUE; FORUM NON CONVENIENS, Section 607, Texas Probate Code, is amended by adding Subsection (e) to read as follows, Scope, Texas Torts and Remedies.

Practice Guides

5-61 Dorsaneo, Texas Litigation Guide § 61.03, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Permissive Venue, Dorsaneo, Texas Litigation Guide.

17-257 Dorsaneo, Texas Litigation Guide § 257.04, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Jurisdiction and Venue, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.007

19 Dorsaneo, Texas Litigation Guide III, SUMMARY OF 2003 CIVIL JUSTICE REFORM LEGISLATION, SPECIAL ALERT TO: DORSANEO, TEXAS LITIGATION GUIDE TEXAS TORTS AND REMEDIES DORSANEO & SOULES — TEXAS CODES AND RULES AUGUST 2003 William V. Dorsaneo I, Tex. H.B. 4, Dorsaneo, Texas Litigation Guide.

24-392 Dorsaneo, Texas Litigation Guide § 392.02, Probate Code Litigation (Chs. 390-415), Commencement of Proceedings (Chs. 390-394), Jurisdiction and Venue, Dorsaneo, Texas Litigation Guide.

24-410 Dorsaneo, Texas Litigation Guide § 410.04, Probate Code Litigation (Chs. 390-415), Guardianship (Chs. 410-411), Jurisdiction of Guardianship Proceedings, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.008

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter A Definitions; General Rules (§§ 15.001 — 15.010)

Secs. 15.008 to 15.010. [Reserved for expansion].

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.011

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter B Mandatory Venue (§§ 15.011 — 15.030)

Sec. 15.011. Land.

Actions for recovery of real property or an estate or interest in real property, for partition of real property, to remove encumbrances from the title to real property, for recovery of damages to real property, or to quiet title to real property shall be brought in the county in which all or a part of the property is located.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 2, effective September 1, 1985; am. Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 2, effective August 28, 1995.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

1995 Note:

See note following § 15.001.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See also Texas Rule of Civil Procedure 86.

Case Notes

Civil Procedure: Jurisdiction: Jurisdictional Sources: General Overview

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions: Concurrent Jurisdiction

Civil Procedure: Venue

Civil Procedure: Venue: General Overview

Civil Procedure: Venue: Individual Defendants

Civil Procedure: Venue: Motions to Transfer

Civil Procedure: Venue: Motions to Transfer: General Overview

Civil Procedure: Venue: Multidistrict Litigation

Civil Procedure: Venue: Multiparty Litigation

Civil Procedure: Venue: Special Venue

Civil Procedure: Pleading & Practice: Defenses, Demurrers & Objections: Waiver & Preservation

Civil Procedure: Parties

Civil Procedure: Judgments: Entry of Judgments: Enforcement & Execution: Fraudulent Transfers

Civil Procedure: Remedies: Receiverships: Jurisdiction: Property

Civil Procedure: Remedies: Writs: General Overview

Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus

Contracts Law: Defenses: Unconscionability: Arbitration Agreements

Energy & Utilities Law: Conveyances: Mineral Interests: General Overview

Energy & Utilities Law: Gas Industry: Distribution & Sale

Energy & Utilities Law: Leases & Licenses: General Overview

Estate, Gift & Trust Law: Trusts: Trustees: General Overview

Family Law: Marital Termination & Spousal Support: Venue

Governments: Courts: Judicial Precedents

Real Property Law: General Overview

Real Property Law: Estates: General Overview

Real Property Law: Priorities & Recording: Lis Pendens

Real Property Law: Title Quality: Adverse Claim Actions: General Overview

Real Property Law: Title Quality: Adverse Claim Actions: Quiet Title Actions

Real Property Law: Torts: Nuisance: Remedies: Injunctions: Jurisdiction

Real Property Law: Trusts: Constructive Trusts

Civil Procedure: Jurisdiction: Jurisdictional Sources: General Overview

In an action arising from an oral contract between a property owner and excavator, which allowed the excavator to place excavated earth with the expectation that the topsoil would be replaced, the property owners could not proceed in tort because the action consisted of a breach of contract. *Jones v. Tetterton*, 389 S.W.2d 505, 1965 Tex. App. LEXIS 2775 (Tex. Civ. App. Fort Worth Apr. 2, 1965, no writ).

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions: Concurrent Jurisdiction

Where the mortgagees filed an action against the debtor in the county where the property and the debtor's primary place of business were located, and the debtor filed a subsequent action against the mortgagees in another county, the trial court abused its discretion in denying the mortgagees' motion to abate because the lawsuits were inherently interrelated and the first county possessed dominant jurisdiction because venue was proper there. *In re PlainsCapital Bank*, No. 13-17-00021-CV, 2018 Tex. App. LEXIS 4152 (Tex. App. Corpus Christi June 8, 2018).

Civil Procedure: Venue

Fraudulent conveyance case was governed by mandatory venue provision in § 15.011, requiring lawsuits involving interests in land to be filed in the county where the property was located, because all other claims had been severed. *Telfer v. Adams*, No. 05-17-01387-CV, 2019 Tex. App. LEXIS 924 (Tex. App. Dallas Feb. 8, 2019).

In a dispute over title to a royalty interest under a mineral lease, there was nothing substantively unconscionable about the venue provision because it did not put a substantive limit on appellee's potential recovery before an arbitrator. While the venue provision required arbitration to take place in San Antonio, Texas, and the venue statute required litigation in Winkler County, where the property was located, this did not create a hardship for appellee. *Ridge Nat. Res., L.L.C. v. Double Eagle Royalty, L.P.*, 564 S.W.3d 105, 2018 Tex. App. LEXIS 6781 (Tex. App. El Paso Aug. 24, 2018, no pet.).

Civil Procedure: Venue: General Overview

Petitioner was entitled to mandamus relief, because the denial of the motion to transfer venue amounted to a clear abuse of discretion, when it was not necessary to decide whether it was one type of lease to the exclusion of the other since under any circumstance, mandatory venue was in Freestone County; if it was a mineral lease, Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applied, and if it was a true lease of real estate, Tex. Civ. Prac. & Rem. Code Ann. § 15.0115 applied. *In re Freestone Underground Storage, Inc.*, 429 S.W.3d 110, 2014 Tex. App. LEXIS 2870 (Tex. App. Texarkana Mar. 14, 2014, no pet.).

Because Tex. Prop. Code Ann. § 115.002 originates from outside of Tex. Civ. Prac. & Rem. Code Ann. ch. 15, the court looks to Tex. Civ. Prac. & Rem. Code Ann. § 15.016; Tex. Prop. Code Ann. § 115.002 is a mandatory venue provision, and therefore, Tex. Civ. Prac. & Rem. Code Ann. § 15.016 requires that the mandatory venue provisions in Tex. Prop. Code Ann. § 115.002 prevail over Tex. Civ. Prac. & Rem. Code Ann. § 15.011. *In re J.P. Morgan Chase Bank, N.A.*, 373 S.W.3d 615, 2012 Tex. App. LEXIS 2815 (Tex. App. San Antonio Apr. 11, 2012, no pet.).

Real parties provided no authority indicating that Tex. Civ. Prac. & Rem. Code Ann. § 15.016 was subverted via Tex. Civ. Prac. & Rem. Code Ann. § 15.005; Tex. Civ. Prac. & Rem. Code Ann. § 15.016 requires that the mandatory venue provisions in Tex. Prop. Code Ann. § 115.002 prevail over Tex. Civ. Prac. & Rem. Code Ann. § 15.011, and the court does not find that Tex. Civ. Prac. & Rem. Code Ann. § 15.005 changes this analysis. *In re J.P. Morgan Chase Bank, N.A.*, 373 S.W.3d 615, 2012 Tex. App. LEXIS 2815 (Tex. App. San Antonio Apr. 11, 2012, no pet.).

Tex. Civ. Prac. & Rem. Code § 15.011

Appellee's claim was that appellant falsely denied assigning her joint venture interest, and it was the parties' rights in the joint venture on which appellee based her claim; she had to prove the existence of a mineral lease, but that did not make Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applicable because establishing ownership of property or an interest therein was not the dominant purpose of appellee's action, and she was not using her tortious interference claim as an indirect means of quieting title. *Morris v. Fuller*, No. 02-09-00442-CV, 2011 Tex. App. LEXIS 8028 (Tex. App. Fort Worth Oct. 6, 2011).

Appellee sought to recover from appellant royalties that she had accrued, but accrued royalties were interests in personal property and Tex. Civ. Prac. & Rem. Code Ann. § 15.011 has no application to personal property. *Morris v. Fuller*, No. 02-09-00442-CV, 2011 Tex. App. LEXIS 8028 (Tex. App. Fort Worth Oct. 6, 2011).

Suits against former owners of land who have parted with all title prior to the filing of suit are not suits for the recovery of lands, or damages to land within the meaning of former Tex. Rev. Civ. Stat. Ann. art. 1995, § 14 (now Tex. Civ. Prac. & Rem. Code Ann. § 15.011). *Ridout v. Gold Star Distributors, Inc.*, 532 S.W.2d 149, 1975 Tex. App. LEXIS 3407 (Tex. Civ. App. Eastland Dec. 19, 1975, no writ).

Civil Procedure: Venue: Individual Defendants

Where the mortgagees filed an action against the debtor in the county where the property and the debtor's primary place of business were located, and the debtor filed a subsequent action against the mortgagees in another county, the trial court abused its discretion in denying the mortgagees' motion to abate because the lawsuits were inherently interrelated and the first county possessed dominant jurisdiction because venue was proper there. In re *PlainsCapital Bank*, No. 13-17-00021-CV, 2018 Tex. App. LEXIS 4152 (Tex. App. Corpus Christi June 8, 2018).

In an oil and gas company's suit for breach of fiduciary duty and fraud arising from certain mineral interests in real property, denial of the motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 filed by the employee and other oil businesses was improper as the dispute was essentially over the rightful ownership of an interest in land in another county. In re *Kerr*, 293 S.W.3d 353, 172 Oil & Gas Rep. 187, 2009 Tex. App. LEXIS 5826 (Tex. App. Beaumont July 30, 2009, no pet.).

Trial court did not have venue over royalty interest owners' declaratory judgment action. Because title was not involved, the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.011 did not apply, and venue was governed by the general venue rule contained in Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a). *Cartwright v. Cologne Prod. Co.*, 182 S.W.3d 438, 169 Oil & Gas Rep. 517, 2006 Tex. App. LEXIS 102 (Tex. App. Corpus Christi Jan. 5, 2006, no pet.).

Tex. Civ. Prac. & Rem. Code Ann. § 15.011 did not limit venue of a suit brought by a leaseholder in a dispute over the drilling of a gas well to the county in which the land on which the well was dug and the leaseholder's claims were filed, as compulsory counter-claims to claims brought by the drilling company in another county, had to be brought in the action in that county and the second action in the county where the well was dug was barred by res judicata. *Compass Exploration, Inc. v. B-E Drilling Co.*, 60 S.W.3d 273, 2001 Tex. App. LEXIS 6871 (Tex. App. Waco Oct. 10, 2001, no pet.).

Civil Procedure: Venue: Motions to Transfer

Trial court did not err in an ex-wife's lawsuit by denying her ex-husband's and his current wife's motion to transfer venue where the true nature of the lawsuit did not involve the rightful ownership of real property, but rather, it was essentially a suit for damages arising from the ex-husband's purported fraudulent transfers; while the ex-wife's initial pleading sought an ownership interest in property, she timely amended her pleadings before the hearing on the motion to not seek an ownership interest, and while her amended petition did list other remedies, those remedies simply mirrored the remedies available to creditors under the Uniform Fraudulent Transfer Act, and her

pursuit of them did not change the true nature of her lawsuit. *Heckert v. Heckert*, No. 02-19-00298-CV, 2020 Tex. App. LEXIS 4007 (Tex. App. Fort Worth May 21, 2020).

Mandamus relief was warranted where the trial court denied a motion to transfer an underlying suit to another county because mandatory venue provisions applied where the essence of the dispute concerned an interest in land based on an agreement as to its use. Petitioner had not waived its venue motion because, *inter alia*, petitioner did not seek to invoke the general jurisdiction of the trial court on the merits and Rule 87 did not set out time limits on the motion. *In re Eastman Chem. Co.*, No. 13-18-00268-CV, 2019 Tex. App. LEXIS 5089 (Tex. App. Corpus Christi June 20, 2019).

Court should have granted the attorney-in-fact's motion to transfer venue to Dallas County because the family members did not meet their burden of proof to show that venue was proper in Panola County this section was the applicable mandatory venue statute, thereby, making Dallas County the proper venue. *In re Harding*, 563 S.W.3d 366, 2018 Tex. App. LEXIS 8280 (Tex. App. Texarkana Oct. 11, 2018, no pet.).

In a dispute between two adjoining property owners, the trial court did not err by transferring venue to another county because the property in question was located in the other county, rather than the county where the lawsuit was filed. *Cores v. Laborde*, No. 13-17-00011-CV, 2018 Tex. App. LEXIS 4532 (Tex. App. Corpus Christi June 21, 2018).

In plaintiff's suit against an energy company for breach of contract and for an accounting, venue was proper in Harris County, Texas, under the general venue statute, because it was the company's principal place of business; however, when the energy company joined third parties by filing a claim against them for declaratory judgment regarding the apportionment of the royalty interests, the third-party-venue provision became controlling over the general venue statute. The third-party-venue provision honored the general rule that the plaintiff makes the first choice of appropriate venue; therefore, the trial court was not required to transfer the case to the county where the property was located. *Perryman v. Spartan Tex. Six Capital Partners, Ltd.*, 546 S.W.3d 110, 2018 Tex. LEXIS 350 (Tex. 2018).

In a dispute arising out of a failed venture in which a developer sought title to three tracts of real property from investors, or alternatively compensation, the investors' motion to transfer venue to the county where the land was located under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 should have been granted. *In re Wildcat Midstream Holdings II, LLC*, No. 13-17-00522-CV, 2017 Tex. App. LEXIS 10747 (Tex. App. Corpus Christi Nov. 15, 2017).

Civil Procedure: Venue: Motions to Transfer: General Overview

Although the home builder's claims were premised upon breach of contract and fraud, through the underlying lawsuit, in substance, sought a judgment that would transfer ownership of an interest in real property; venue was properly fixed in Montgomery County, and the trial court erred by failing to transfer venue. *In re Signorelli Co.*, 446 S.W.3d 470, 2014 Tex. App. LEXIS 9137 (Tex. App. Houston 1st Dist. Aug. 19, 2014, no pet.).

Although the company's claims were premised upon allegations of breaches of contractual and fiduciary duties, through the mechanism of this lawsuit, the company in substance sought, as part of its remedy, the recovery of real property interests; because a judgment that awarded such relief would have some effect on an interest in real property, venue was properly fixed under Tex. Civ. Prac. & Rem. Code Ann. § 15.011. *In re Hardwick*, 426 S.W.3d 151, 179 Oil & Gas Rep. 535, 2012 Tex. App. LEXIS 6518 (Tex. App. Houston 1st Dist. Aug. 2, 2012, no pet.).

Company was entitled to a writ of mandamus, because the court's denial of the motion to transfer venue was an abuse of discretion, when the suit was one that involved an interest in real property and fell within Tex. Civ. Prac. & Rem. Code Ann. § 15.011's mandatory venue provision. *In re Evolution Petroleum Co.*, 359 S.W.3d 710, 2011 Tex. App. LEXIS 9579 (Tex. App. San Antonio Dec. 7, 2011, no pet.).

From a bank's suit seeking rescission of a lien release, the trial court erred in denying the property owner's motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 as the primary dispute focused on the

Tex. Civ. Prac. & Rem. Code § 15.011

effectiveness of the release of the lien, the rescission, and the parties' competing claims on the property in another county. *Poock v. Wash. Mut. Bank*, No. 01-08-00415-CV, 2009 Tex. App. LEXIS 5564 (Tex. App. Houston 1st Dist. July 16, 2009).

In a case involving a dispute over the construction of a medical surgical center, mandamus relief was denied because a trial court did not abuse its discretion by refusing to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 since it only applied to causes of action seeking to recover real property, seeking to quiet title, or seeking damages for such loss. *In re Ashley*, No. 13-09-00022-CV, 2009 Tex. App. LEXIS 973 (Tex. App. Corpus Christi Feb. 10, 2009), reh'g denied, No. 13-09-00022-CV, 2010 Tex. App. LEXIS 2241 (Tex. App. Corpus Christi Mar. 4, 2010).

Landowners sought recovery for damages to real property in their first amended petition and the business owner alleged in his amended motion to transfer venue that mandatory venue lay in Hill County under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 because of the landowners' request for such damages, and the trial court denied this motion; thus, it would have been improper for the court to make a subsequent venue determination with § 15.011 as the basis for transfer of venue. *Van Es v. Frazier*, 230 S.W.3d 770, 2007 Tex. App. LEXIS 5315 (Tex. App. Waco July 5, 2007), reh'g denied, No. 10-06-00125-CV, 2007 Tex. App. LEXIS 7789 (Tex. App. Waco Aug. 21, 2007).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a), as a general rule, all suits must be brought in the county in which all or a substantial part of the events or omissions giving rise to the claim occurred, in the county of the defendant's residence at the time the cause of action accrued if the defendant is a natural person, in the county of defendant's principal office if the defendant is not a natural person, or in the county in which the plaintiff resided when the cause of action accrued. However, under Tex. Civ. Prac. & Rem. Code Ann. § 15.011, venue is mandatory in the county in which all or a part of property is located in actions for recovery of real property or an estate or interest in real property, actions for partition of real property, actions to remove encumbrances from the title to real property, actions for recovery of damages to real property, or actions to quiet title to real property. *Madera Prod. Co. v. Atl. Richfield Co.*, 107 S.W.3d 652, 158 Oil & Gas Rep. 95, 2003 Tex. App. LEXIS 4601 (Tex. App. Texarkana Mar. 13, 2003, no pet.) (Tex. App. Texarkana 2003, pet. denied (in part)).

In a dispute about the conveyance of certain mineral rights and drilling depths, because the transferee based its claims to damages on the ownership right to a real property interest, transfer of the case to Gregg County, where the mineral interest was located, was proper pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.011; also, appellees proved that venue was maintainable in Gregg County as required by Tex. R. Civ. P. 87(2)(a). *Madera Prod. Co. v. Atl. Richfield Co.*, No. 06-01-00075-CV, 2003 Tex. App. LEXIS 2164 (Tex. App. Texarkana), superseded, 107 S.W.3d 652, 158 Oil & Gas Rep. 95, 2003 Tex. App. LEXIS 4601 (Tex. App. Texarkana Mar. 13, 2003).

In a homeowner's suit against her insurer, the trial court correctly concluded that the mandatory venue provisions did not apply, even though the home was in a different county, as the homeowner's claims were for negligence, negligence per se, breach of contract, deceptive trade practices, and breach of good faith and fair dealing in insurance claims handling, and did not involve recovering real property, quieting title, or seeking damages for such loss. *Allison v. Fire Ins. Exch.*, 98 S.W.3d 227, 2002 Tex. App. LEXIS 8957 (Tex. App. Austin Dec. 19, 2002, review granted, vacated), pet. withdrawn in part, No. 03-0312, 2003 Tex. LEXIS 554 (Tex. Nov. 21, 2003), pet. abated No. 03-0312, 2004 Tex. LEXIS 192 (Tex. Mar. 2, 2004).

Venue was mandatory in the county plaintiff filed suit and where the parties' joint development agreement constituted an encumbrance on plaintiff's title in mineral interests located in that county. *In re Stroud Oil Props.*, 110 S.W.3d 18, 157 Oil & Gas Rep. 661, 2002 Tex. App. LEXIS 6089 (Tex. App. Waco Aug. 21, 2002, no pet.).

Although oil and gas leases are an interest in real property, Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applies only when the ownership of the property is in dispute. *Yzaguirre v. KCS Res., Inc.*, 53 S.W.3d 368, 157 Oil & Gas Rep. 853, 2001 Tex. LEXIS 63 (Tex. 2001).

Suits to recover damages to real property are subject to mandatory venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011. Although oil and gas leases are an interest in real property, Tex. Civ. Prac. & Rem. Code Ann. § 15.011

Tex. Civ. Prac. & Rem. Code § 15.011

applies only when the ownership of the property is in dispute. *Yzaguirre v. KCS Res., Inc.*, 53 S.W.3d 368, 157 Oil & Gas Rep. 853, 2001 Tex. LEXIS 63 (Tex. 2001).

Trial court did not err in granting a motion to transfer venue based on the mandatory venue provision of Tex. Civ. Prac. Rem. Code Ann. § 15.011 where appellants conceded that the action involved an interest in land and the determination of property rights was a necessary predicate to the disbursement of the interpleaded funds in dispute; the amount of interpleaded funds due to any one claimant depended on what fractional mineral interest they owned in the real property. *Hearn v. Cox & Perkins Exploration, Inc.*, No. 14-98-01275-CV, 2000 Tex. App. LEXIS 3301 (Tex. App. Houston 14th Dist. May 18, 2000).

Plea of privilege pursuant to former Tex. Rev. Civ. Stat. Ann. art. 1995(14) was properly overruled because the primary, dominant, and ultimate purpose of the action was not one for the recovery of land, damages to land, or to prevent waste, but was to recover damages for a wrongful conspiracy. *Hunt Oil Co. v. Jones*, 436 S.W.2d 186, 31 Oil & Gas Rep. 586, 1968 Tex. App. LEXIS 2421 (Tex. Civ. App. Eastland Nov. 8, 1968, pet. dismissed w.o.j.).

Civil Procedure: Venue: Multidistrict Litigation

From a bank's suit seeking rescission of a lien release, the trial court erred in denying the property owner's motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 as the primary dispute focused on the effectiveness of the release of the lien, the rescission, and the parties' competing claims on the property in another county. *Poock v. Wash. Mut. Bank*, No. 01-08-00415-CV, 2009 Tex. App. LEXIS 5564 (Tex. App. Houston 1st Dist. July 16, 2009).

Civil Procedure: Venue: Multiparty Litigation

In a natural gas suit, venue was proper where the primary purpose of the suit was to remove an encumbrance on and prevent irreparable damage to a leaseholder's interest which would be caused by the shut-in of production, and in order to maintain its action and prevent damage to its leasehold interest, the leaseholder expressly sought and obtained a declaration that the company owned an interest in the facility and was liable for the payment of expenses. *N. Natural Gas Co. v. Chisos J. V. I.*, 142 S.W.3d 447, 169 Oil & Gas Rep. 324, 2004 Tex. App. LEXIS 5991 (Tex. App. El Paso July 1, 2004, no pet.).

Declaratory judgment action seeking a determination of whether a railroad was required to reveal the contents of a contract by which the railroad sold outdoor sign permits to a party who subsequently purchased land from the railroad and claimed that it was owed money by another party who had constructed billboards on the land concerned the contract for the sale of the permits and did not concern the land itself; therefore, the railroad could bring the action under the general venue provisions of Tex. Civ. Prac. & Rem. Code Ann. § 15.002, and was not limited by the specific venue provisions of Tex. Civ. Prac. & Rem. Code Ann. § 15.011 relating to actions concerning real property. *Karen Corp. v. Burlington Northern & Santa Fe Ry.*, 107 S.W.3d 118, 2003 Tex. App. LEXIS 3591 (Tex. App. Fort Worth Apr. 24, 2003, no pet.).

In a dispute about the conveyance of certain mineral rights and drilling depths, because the transferee based its claims to damages on the ownership right to a real property interest, transfer of the case to Gregg County, where the mineral interest was located, was proper pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.011; also, appellees proved that venue was maintainable in Gregg County as required by Tex. R. Civ. P. 87(2)(a). *Madera Prod. Co. v. Atl. Richfield Co.*, No. 06-01-00075-CV, 2003 Tex. App. LEXIS 2164 (Tex. App. Texarkana), superseded, 107 S.W.3d 652, 158 Oil & Gas Rep. 95, 2003 Tex. App. LEXIS 4601 (Tex. App. Texarkana Mar. 13, 2003).

Venue was proper in a land and mineral company's action against an oil company, in which it demanded a constructive trust on the revenue produced from an oil well pursuant to a lease, as the action was filed in in the

county wherein the land at issue was located. *Bristol v. Placid Oil Co.*, 74 S.W.3d 156, 157 Oil & Gas Rep. 1197, 2002 Tex. App. LEXIS 2730 (Tex. App. Amarillo Apr. 17, 2002, no pet.).

Mandatory venue transfer provisions contained at former Tex. Rev. Civ. Stat. Ann. art. 1995, § 2(a), did not apply because the dominant purpose of bank's suit was to obtain a declaration as to the status of the parties, i.e. whether the deed of trust lien was a valid lien on the property in question; bank's suit was one in which title to the land was involved only incidentally or secondarily, and not directly. *Scarth v. First Bank & Trust Co.*, 711 S.W.2d 140, 1986 Tex. App. LEXIS 7672 (Tex. App. Amarillo June 5, 1986, no writ).

Venue for homeowner's suit against an exterminator for damages to the house allegedly caused by the extermination was proper in Panola county because the house was situated on land owned by the homeowner and the land was located in Panola County; homeowner's complaint that exterminator damaged her home was sufficient to state a cause of action, and the homeowner was not required to allege damage to the realty to establish venue. *Calvert v. Welch*, 369 S.W.2d 840, 1963 Tex. App. LEXIS 2202 (Tex. Civ. App. Texarkana June 11, 1963, no writ).

Civil Procedure: Venue: Special Venue

Mandamus relief was warranted where the trial court denied a motion to transfer an underlying suit to another county because mandatory venue provisions applied where the essence of the dispute concerned an interest in land based on an agreement as to its use. Petitioner had not waived its venue motion because, inter alia, petitioner did not seek to invoke the general jurisdiction of the trial court on the merits and Rule 87 did not set out time limits on the motion. *In re Eastman Chem. Co.*, No. 13-18-00268-CV, 2019 Tex. App. LEXIS 5089 (Tex. App. Corpus Christi June 20, 2019).

In a dispute arising out of a failed venture in which a developer sought title to three tracts of real property from investors, or alternatively compensation, the investors' motion to transfer venue to the county where the land was located under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 should have been granted. *In re Wildcat Midstream Holdings II, LLC*, No. 13-17-00522-CV, 2017 Tex. App. LEXIS 10747 (Tex. App. Corpus Christi Nov. 15, 2017).

Prima facie proof established that mandatory venue for claims to enforce rights under oyster leases, declaratory claims involving public fishing areas, and a challenge to the validity of a lease was where the leases and a part of the public fishing areas were located; moreover, a potential for inconsistent judgments allowed parties with leases in a different county to avoid transfer of venue based on essential need. *Sustainable Tex. Oyster Res. Mgmt., LLC v. Hannah Reef, Inc.*, 491 S.W.3d 96, 2016 Tex. App. LEXIS 3339 (Tex. App. Houston 1st Dist. Mar. 31, 2016, no pet.).

Mandatory venue provision did not apply because the complaint, although it mentioned real property, did not seek to recover damages to the property. *In re Estate of Aguilar*, No. 04-13-00038-CV, 2014 Tex. App. LEXIS 1746 (Tex. App. San Antonio Feb. 19, 2014).

Venue was mandatory in Harris County under Tex. Prop. Code Ann. § 115.002 in this suit against a trustee since under the plain language of Tex. Prop. Code Ann. § 115.001, § 115.002 applied to all proceedings by or against a trustee, and the trust was administered in Harris County during the four years preceding the filing of the suit and the trustee resided there; as § 115.002 was a mandatory-venue provision, Tex. Civ. Prac. Rem. Code Ann. § 15.016 provided that § 115.002 prevailed over this section. *In re Wheeler*, 441 S.W.3d 430, 2014 Tex. App. LEXIS 1065 (Tex. App. Waco Jan. 30, 2014, no pet.).

Case fell within the parameters of this section and transfer of venue was mandatory because the dispute was essentially over the rightful ownership of the nonparticipating royalty interest assigned to the employer, the employee sought a declaration or damages regarding future royalties, and the employee's attorney notified the lessee of the land that there was a "title dispute" regarding the property. *In re Brin & Brin, P.C.*, No. 13-13-00324-CV, 2013 Tex. App. LEXIS 9060 (Tex. App. Corpus Christi July 23, 2013).

Tex. Civ. Prac. & Rem. Code § 15.011

Statutory probate court had exclusive jurisdiction over all claims related to a guardianship proceeding; thus, in a related declaratory action involving real property in another county, venue was not mandatory in the other county, and transferring the declaratory action to the guardianship proceeding was not an abuse of discretion *In re CC&M Garza Ranches Ltd. P'ship*, 409 S.W.3d 106, 2013 Tex. App. LEXIS 7958 (Tex. App. Houston 1st Dist. June 27, 2013, no pet.).

Corporate trustee was entitled to transfer venue pursuant to Tex. Prop. Code Ann. § 115.002 in a suit against the trustee challenging the validity of a deed to land that was the subject of a mineral lease. Section 115.002 prevailed over Tex. Civ. Prac. & Rem. Code Ann. §§ 15.004, 15.011 in accordance with Tex. Civ. Prac. & Rem. Code Ann. § 15.016. *In re J.P. Morgan Chase Bank, N.A.*, 373 S.W.3d 610, 2012 Tex. App. LEXIS 2814 (Tex. App. San Antonio Apr. 11, 2012, no pet.).

Company was entitled to a writ of mandamus, because the court's denial of the motion to transfer venue was an abuse of discretion, when the suit was one that involved an interest in real property and fell within Tex. Civ. Prac. & Rem. Code Ann. § 15.011's mandatory venue provision. *In re Evolution Petroleum Co.*, 359 S.W.3d 710, 2011 Tex. App. LEXIS 9579 (Tex. App. San Antonio Dec. 7, 2011, no pet.).

In a dispute involving a lease of mineral interests owned by a trust, the county in which real party in interest lessee brought suit was the county of mandatory venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 where the real estate assets and mineral interests at issue were located in that county, and where the venue provisions of Tex. Prop. Code Ann. §§ 115.001, 115.002(c) were inapplicable to the dispute because real party's causes of action against relator lessors for trespass to try title, fraud, fraud in a real estate transaction, negligent misrepresentation, tortious interference, civil conspiracy, and specific performance were not enumerated in § 115.001(a) and did not fall within its scope. Because the underlying lawsuit did not fall within the scope of § 115.001, or by extension, the mandatory venue provision of § 115.002, relators were not entitled to mandamus relief from the trial court's refusal to grant their motion to transfer venue. *In re J.P. Morgan Chase Bank, N.A.*, 361 S.W.3d 703, 2011 Tex. App. LEXIS 9601 (Tex. App. Corpus Christi Dec. 5, 2011, no pet.).

Mandamus relief was conditionally granted to a creditor because a motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 should have been granted where a debtor filed a claim alleging wrongful foreclosure, breach of contract, fraud, and deceptive trade practices; the dispute was essentially over the rightful ownership of land in Travis County, Texas, so the suit had to be brought there. *In re Wells Fargo Home Mortg.*, No. 13-09-00317-CV, 2009 Tex. App. LEXIS 6859 (Tex. App. Corpus Christi Aug. 28, 2009).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, mandamus was proper to require a trial judge to transfer venue of a suit seeking in part to impose a constructive trust on real property to the county where the real property lay under the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.011. The mandatory venue provision controlled over the general venue provision, Tex. Civ. Prac. & Rem. Code Ann. § 15.002, as required by Tex. Civ. Prac. & Rem. Code Ann. § 15.004. *In re Lemons*, 281 S.W.3d 643, 2009 Tex. App. LEXIS 1574 (Tex. App. Tyler Mar. 4, 2009), dismissed, No. 12-08-00419-CV, 2009 Tex. App. LEXIS 1740 (Tex. App. Tyler Mar. 11, 2009).

In a case involving a dispute over the construction of a medical surgical center, mandamus relief was denied because a trial court did not abuse its discretion by refusing to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 since it only applied to causes of action seeking to recover real property, seeking to quiet title, or seeking damages for such loss. *In re Ashley*, No. 13-09-00022-CV, 2009 Tex. App. LEXIS 973 (Tex. App. Corpus Christi Feb. 10, 2009), reh'g denied, No. 13-09-00022-CV, 2010 Tex. App. LEXIS 2241 (Tex. App. Corpus Christi Mar. 4, 2010).

Because a property owner's claims seeking the release of an invalid *lis pendens* were based on the ownership rights to a real property interest, venue was mandatory in the county where the property was located, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.011, not where the alleged acts and omissions took place pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a). *Airvantage, L.L.C. v. Tban Props. # 1*, L.T.D., 269 S.W.3d 254, 2008 Tex. App. LEXIS 8265 (Tex. App. Dallas Nov. 3, 2008, no pet.).

Tex. Civ. Prac. & Rem. Code § 15.011

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.064, a contractor was permitted to bring a mandamus action to enforce the mandatory venue provisions of Tex. Civ. Prac. & Rem. Code Ann. §§ 15.011, 15.012; however, by failing to raise venue objections prior to filing motions for other relief, the contractor waived its venue objections under Tex. R. Civ. P. 86(1). *Graybar Elec. Co. v. Gonzalez* (In re *Graybar Elec. Co.*), No. 13-08-00073-CV, No. 13-08-00294-CV, No. 13-08-00333-CV, No. 13-08-00341-CV, 2008 Tex. App. LEXIS 6868 (Tex. App. Corpus Christi Aug. 26, 2008).

Venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.011 did not apply to an action for breach of contract and negligence in the construction of a hotel because the suit was not one for the recovery of land or damages thereto, or to quiet title to land, or to prevent or stay waste on land. *Graybar Elec. Co. v. Gonzalez* (In re *Graybar Elec. Co.*), No. 13-08-00073-CV, No. 13-08-00294-CV, No. 13-08-00333-CV, No. 13-08-00341-CV, 2008 Tex. App. LEXIS 6868 (Tex. App. Corpus Christi Aug. 26, 2008).

With respect to an action to quiet title to real property, a trial court erred in denying a transfer of venue to the county where the property was located because the claim fell squarely within the mandatory venue provision set forth in Tex. Civ. Prac. & Rem. Code Ann. § 15.011. *In re Hogan Family Trust III*, No. 13-07-691-CV, 2008 Tex. App. LEXIS 1876 (Tex. App. Corpus Christi Mar. 13, 2008).

Petition for a writ of mandamus was conditionally granted in a case alleging breach of contract and fraud because a motion to transfer venue should have been granted since Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applied; even though the suit dealt with a contract, it was seeking relief for damages to real property relating a surface use lease. *In re Momentum Energy Corp.*, No. 13-07-00013-CV, 2007 Tex. App. LEXIS 2460 (Tex. App. Corpus Christi Mar. 23, 2007), reh'g denied, No. 13-07-013-CV, 2007 Tex. App. LEXIS 4597 (Tex. App. Corpus Christi Apr. 19, 2007).

Because a lessor was using the declaratory judgment mechanism as an indirect means of quieting title to a mineral estate, an interest in real property was involved, Tex. Civ. Prac. & Rem. Code Ann. § 15.011 was applicable, and the trial court erred in denying the lessee's motion to transfer venue to the county in which the land was located. *In re Applied Chem. Magnesias Corp.*, 206 S.W.3d 114, 168 Oil & Gas Rep. 48, 2006 Tex. LEXIS 804 (Tex. 2006), reh'g denied, No. 04-1119, 2006 Tex. LEXIS 1270 (Tex. Dec. 15, 2006).

Declaratory judgment action seeking a determination of whether a railroad was required to reveal the contents of a contract by which the railroad sold outdoor sign permits to a party who subsequently purchased land from the railroad and claimed that it was owed money by another party who had constructed billboards on the land concerned the contract for the sale of the permits and did not concern the land itself; therefore, the railroad could bring the action under the general venue provisions of Tex. Civ. Prac. & Rem. Code Ann. § 15.002, and was not limited by the specific venue provisions of Tex. Civ. Prac. & Rem. Code Ann. § 15.011 relating to actions concerning real property. *Karen Corp. v. Burlington Northern & Santa Fe Ry.*, 107 S.W.3d 118, 2003 Tex. App. LEXIS 3591 (Tex. App. Fort Worth Apr. 24, 2003, no pet.).

Civil Procedure: Pleading & Practice: Defenses, Demurrers & Objections: Waiver & Preservation

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.064, a contractor was permitted to bring a mandamus action to enforce the mandatory venue provisions of Tex. Civ. Prac. & Rem. Code Ann. §§ 15.011, 15.012; however, by failing to raise venue objections prior to filing motions for other relief, the contractor waived its venue objections under Tex. R. Civ. P. 86(1). *Graybar Elec. Co. v. Gonzalez* (In re *Graybar Elec. Co.*), No. 13-08-00073-CV, No. 13-08-00294-CV, No. 13-08-00333-CV, No. 13-08-00341-CV, 2008 Tex. App. LEXIS 6868 (Tex. App. Corpus Christi Aug. 26, 2008).

By seeking a new trial after summary judgment had been entered against him, defendant invoked the judicial power of the trial court and acted inconsistently with his objections to venue. Implied waiver was found based on his collective actions, which also included that: (1) defendant was not diligent in securing a hearing where 14 months passed between filing and hearing; (2) although the record reflected that defendant requested a hearing, it did not

reflect that he pursued the matter to conclusion; and (3) defendant sought a discovery continuance that was not conditioned upon his venue motion. *Carlile v. RLS Legal Solutions, Inc.*, 138 S.W.3d 403, 2004 Tex. App. LEXIS 2801 (Tex. App. Houston 14th Dist. Mar. 30, 2004, no pet.).

Civil Procedure: Parties

In plaintiff's suit against an energy company for breach of contract and for an accounting, venue was proper in Harris County, Texas, under the general venue statute, because it was the company's principal place of business; however, when the energy company joined third parties by filing a claim against them for declaratory judgment regarding the apportionment of the royalty interests, the third-party-venue provision became controlling over the general venue statute. The third-party-venue provision honored the general rule that the plaintiff makes the first choice of appropriate venue; therefore, the trial court was not required to transfer the case to the county where the property was located. *Perryman v. Spartan Tex. Six Capital Partners, Ltd.*, 546 S.W.3d 110, 2018 Tex. LEXIS 350 (Tex. 2018).

Civil Procedure: Judgments: Entry of Judgments: Enforcement & Execution: Fraudulent Transfers

Trial court did not err in an ex-wife's lawsuit by denying her ex-husband's and his current wife's motion to transfer venue where the true nature of the lawsuit did not involve the rightful ownership of real property, but rather, it was essentially a suit for damages arising from the ex-husband's purported fraudulent transfers; while the ex-wife's initial pleading sought an ownership interest in property, she timely amended her pleadings before the hearing on the motion to not seek an ownership interest, and while her amended petition did list other remedies, those remedies simply mirrored the remedies available to creditors under the Uniform Fraudulent Transfer Act, and her pursuit of them did not change the true nature of her lawsuit. *Heckert v. Heckert*, No. 02-19-00298-CV, 2020 Tex. App. LEXIS 4007 (Tex. App. Fort Worth May 21, 2020).

Fraudulent conveyance case was governed by mandatory venue provision in § 15.011, requiring lawsuits involving interests in land to be filed in the county where the property was located, because all other claims had been severed. *Telfer v. Adams*, No. 05-17-01387-CV, 2019 Tex. App. LEXIS 924 (Tex. App. Dallas Feb. 8, 2019).

Civil Procedure: Remedies: Receiverships: Jurisdiction: Property

Because the case involves suit by the receiver against a stranger to the receivership (the company), the court in which venue was proper (the Uvalde County district court) also had subject matter jurisdiction over the real property subject to the receivership, Tex. Civ. Prac. & Rem. Code Ann. § 15.011; therefore, the Uvalde County district court had subject matter jurisdiction over the receiver's suit, despite the receivership, and the appellate court had jurisdiction to review this appeal on the merits. *Pratt v. Amrex, Inc.*, 354 S.W.3d 502, 2011 Tex. App. LEXIS 6733 (Tex. App. San Antonio Aug. 24, 2011), reh'g denied, No. 04-11-00119-CV, 2011 Tex. App. LEXIS 10264 (Tex. App. San Antonio Nov. 18, 2011).

Civil Procedure: Remedies: Writs: General Overview

Tex. Prob. Code Ann. § 5B authorized the probate judge to order that a declaratory judgment action pending in the district court regarding the validity of a warranty deed conveying certain real property to the trustee be transferred to the probate court, notwithstanding the mandatory venue provisions of Tex. Civ. Prac. & Rem. Code Ann. § 15.011 and Tex. Prop. Code Ann. § 115.002; therefore, the district court judge abused his discretion in granting the trustee a writ prohibiting the district court from transferring the declaratory judgment action to the probate court. *Henry v. Lagrone*, 842 S.W.2d 324, 1992 Tex. App. LEXIS 2584 (Tex. App. Amarillo Oct. 1, 1992, no writ).

Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus

In a dispute involving a lease of mineral interests owned by a trust, the county in which real party in interest lessee brought suit was the county of mandatory venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 where the real estate assets and mineral interests at issue were located in that county, and where the venue provisions of Tex. Prop. Code Ann. §§ 115.001, 115.002(c) were inapplicable to the dispute because real party's causes of action against relator lessors for trespass to try title, fraud, fraud in a real estate transaction, negligent misrepresentation, tortious interference, civil conspiracy, and specific performance were not enumerated in § 115.001(a) and did not fall within its scope. Because the underlying lawsuit did not fall within the scope of § 115.001, or by extension, the mandatory venue provision of § 115.002, relators were not entitled to mandamus relief from the trial court's refusal to grant their motion to transfer venue. *In re J.P. Morgan Chase Bank, N.A.*, 361 S.W.3d 703, 2011 Tex. App. LEXIS 9601 (Tex. App. Corpus Christi Dec. 5, 2011, no pet.).

Mandamus relief was conditionally granted to a creditor because a motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 should have been granted where a debtor filed a claim alleging wrongful foreclosure, breach of contract, fraud, and deceptive trade practices; the dispute was essentially over the rightful ownership of land in Travis County, Texas, so the suit had to be brought there. *In re Wells Fargo Home Mortg.*, No. 13-09-00317-CV, 2009 Tex. App. LEXIS 6859 (Tex. App. Corpus Christi Aug. 28, 2009).

Petition for a writ of mandamus was conditionally granted in a case alleging breach of contract and fraud because a motion to transfer venue should have been granted since Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applied; even though the suit dealt with a contract, it was seeking relief for damages to real property relating a surface use lease. *In re Momentum Energy Corp.*, No. 13-07-00013-CV, 2007 Tex. App. LEXIS 2460 (Tex. App. Corpus Christi Mar. 23, 2007), reh'g denied, No. 13-07-013-CV, 2007 Tex. App. LEXIS 4597 (Tex. App. Corpus Christi Apr. 19, 2007).

Contracts Law: Defenses: Unconscionability: Arbitration Agreements

In a dispute over title to a royalty interest under a mineral lease, there was nothing substantively unconscionable about the venue provision because it did not put a substantive limit on appellee's potential recovery before an arbitrator. While the venue provision required arbitration to take place in San Antonio, Texas, and the venue statute required litigation in Winkler County, where the property was located, this did not create a hardship for appellee. *Ridge Nat. Res., L.L.C. v. Double Eagle Royalty, L.P.*, 564 S.W.3d 105, 2018 Tex. App. LEXIS 6781 (Tex. App. El Paso Aug. 24, 2018, no pet.).

Energy & Utilities Law: Conveyances: Mineral Interests: General Overview

In a dispute about the conveyance of certain mineral rights and drilling depths, because the transferee based its claims to damages on the ownership right to a real property interest, transfer of the case to Gregg County, where the mineral interest was located, was proper pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.011; also, appellees proved that venue was maintainable in Gregg County as required by Tex. R. Civ. P. 87(2)(a). *Madera Prod. Co. v. Atl. Richfield Co.*, No. 06-01-00075-CV, 2003 Tex. App. LEXIS 2164 (Tex. App. Texarkana), superseded, 107 S.W.3d 652, 158 Oil & Gas Rep. 95, 2003 Tex. App. LEXIS 4601 (Tex. App. Texarkana Mar. 13, 2003).

Energy & Utilities Law: Gas Industry: Distribution & Sale

In a natural gas suit, venue was proper where the primary purpose of the suit was to remove an encumbrance on and prevent irreparable damage to a leaseholder's interest which would be caused by the shut-in of production, and in order to maintain its action and prevent damage to its leasehold interest, the leaseholder expressly sought and obtained a declaration that the company owned an interest in the facility and was liable for the payment of

expenses. *N. Natural Gas Co. v. Chisos J. V. I.*, 142 S.W.3d 447, 169 Oil & Gas Rep. 324, 2004 Tex. App. LEXIS 5991 (Tex. App. El Paso July 1, 2004, no pet.).

Energy & Utilities Law: Leases & Licenses: General Overview

Petitioner was entitled to mandamus relief, because the denial of the motion to transfer venue amounted to a clear abuse of discretion, when it was not necessary to decide whether it was one type of lease to the exclusion of the other since under any circumstance, mandatory venue was in Freestone County; if it was a mineral lease, Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applied, and if it was a true lease of real estate, Tex. Civ. Prac. & Rem. Code Ann. § 15.0115 applied. *In re Freestone Underground Storage, Inc.*, 429 S.W.3d 110, 2014 Tex. App. LEXIS 2870 (Tex. App. Texarkana Mar. 14, 2014, no pet.).

Venue was proper in a land and mineral company's action against an oil company, in which it demanded a constructive trust on the revenue produced from an oil well pursuant to a lease, as the action was filed in the county wherein the land at issue was located. *Bristol v. Placid Oil Co.*, 74 S.W.3d 156, 157 Oil & Gas Rep. 1197, 2002 Tex. App. LEXIS 2730 (Tex. App. Amarillo Apr. 17, 2002, no pet.).

Although oil and gas leases are an interest in real property, Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applies only when the ownership of the property is in dispute. *Yzaguirre v. KCS Res., Inc.*, 53 S.W.3d 368, 157 Oil & Gas Rep. 853, 2001 Tex. LEXIS 63 (Tex. 2001).

Estate, Gift & Trust Law: Trusts: Trustees: General Overview

Venue was mandatory in Harris County under Tex. Prop. Code Ann. § 115.002 in this suit against a trustee since under the plain language of Tex. Prop. Code Ann. § 115.001, § 115.002 applied to all proceedings by or against a trustee, and the trust was administered in Harris County during the four years preceding the filing of the suit and the trustee resided there; as § 115.002 was a mandatory-venue provision, Tex. Civ. Prac. Rem. Code Ann. § 15.016 provided that § 115.002 prevailed over this section. *In re Wheeler*, 441 S.W.3d 430, 2014 Tex. App. LEXIS 1065 (Tex. App. Waco Jan. 30, 2014, no pet.).

Family Law: Marital Termination & Spousal Support: Venue

Movant, who sought a writ of mandamus, claimed that venue should be transferred; however, Tex. Fam. Code Ann. § 6.301 governed over the more general venue statute, Tex. Civ. Prac. & Rem. Code Ann. § 15.011. *In re Elliott*, No. 12-07-00217-CV, 2007 Tex. App. LEXIS 5603 (Tex. App. Tyler July 18, 2007).

Governments: Courts: Judicial Precedents

In a suit for conversion of oil and gas and title to minerals, summary judgment was appropriate; the issue had been settled 83 years earlier and stare decisis applied. *Kilgore v. Black Stone Oil Co.*, 15 S.W.3d 666, 148 Oil & Gas Rep. 283, 2000 Tex. App. LEXIS 2774 (Tex. App. Beaumont Apr. 27, 2000), cert. denied, 533 U.S. 930, 121 S. Ct. 2553, 150 L. Ed. 2d 720, 2001 U.S. LEXIS 4740 (U.S. 2001).

Real Property Law: General Overview

Case fell within the parameters of this section and transfer of venue was mandatory because the dispute was essentially over the rightful ownership of the nonparticipating royalty interest assigned to the employer, the employee sought a declaration or damages regarding future royalties, and the employee's attorney notified the

lessee of the land that there was a “title dispute” regarding the property. In re Brin & Brin, P.C., No. 13-13-00324-CV, 2013 Tex. App. LEXIS 9060 (Tex. App. Corpus Christi July 23, 2013).

Real Property Law: Estates: General Overview

In an oil and gas case involving a title dispute to land, the only proper venue was the county in which the land was located, pursuant to the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.011; upon finding that a party could not obtain a fair and impartial trial in that county, the trial court did not abuse its discretion under Tex. R. Civ. P. 259(d) in transferring the case to another county. *Dorchester Gas Producing Co. v. Harlow Corp.*, 743 S.W.2d 243, 103 Oil & Gas Rep. 304, 1987 Tex. App. LEXIS 7919 (Tex. App. Amarillo July 23, 1987), writ granted No. C-6851 (Tex. 1990).

Real Property Law: Priorities & Recording: Lis Pendens

Because a property owner’s claims seeking the release of an invalid lis pendens were based on the ownership rights to a real property interest, venue was mandatory in the county where the property was located, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.011, not where the alleged acts and omissions took place pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a). *Airvantage, L.L.C. v. Tban Props. # 1*, L.T.D., 269 S.W.3d 254, 2008 Tex. App. LEXIS 8265 (Tex. App. Dallas Nov. 3, 2008, no pet.).

Real Property Law: Title Quality: Adverse Claim Actions: General Overview

Appellee’s claim was that appellant falsely denied assigning her joint venture interest, and it was the parties’ rights in the joint venture on which appellee based her claim; she had to prove the existence of a mineral lease, but that did not make Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applicable because establishing ownership of property or an interest therein was not the dominant purpose of appellee’s action, and she was not using her tortious interference claim as an indirect means of quieting title. *Morris v. Fuller*, No. 02-09-00442-CV, 2011 Tex. App. LEXIS 8028 (Tex. App. Fort Worth Oct. 6, 2011).

Appellee sought to recover from appellant royalties that she had accrued, but accrued royalties were interests in personal property and Tex. Civ. Prac. & Rem. Code Ann. § 15.011 has no application to personal property. *Morris v. Fuller*, No. 02-09-00442-CV, 2011 Tex. App. LEXIS 8028 (Tex. App. Fort Worth Oct. 6, 2011).

In a homeowner’s suit against her insurer, the trial court correctly concluded that the mandatory venue provisions did not apply, even though the home was in a different county, as the homeowner’s claims were for negligence, negligence per se, breach of contract, deceptive trade practices, and breach of good faith and fair dealing in insurance claims handling, and did not involve recovering real property, quieting title, or seeking damages for such loss. *Allison v. Fire Ins. Exch.*, 98 S.W.3d 227, 2002 Tex. App. LEXIS 8957 (Tex. App. Austin Dec. 19, 2002, review granted, vacated), pet. withdrawn in part, No. 03-0312, 2003 Tex. LEXIS 554 (Tex. Nov. 21, 2003), pet. abated No. 03-0312, 2004 Tex. LEXIS 192 (Tex. Mar. 2, 2004).

Real Property Law: Title Quality: Adverse Claim Actions: Quiet Title Actions

Although the company’s claims were premised upon allegations of breaches of contractual and fiduciary duties, through the mechanism of this lawsuit, the company in substance sought, as part of its remedy, the recovery of real property interests; because a judgment that awarded such relief would have some effect on an interest in real property, venue was properly fixed under Tex. Civ. Prac. & Rem. Code Ann. § 15.011. In re *Hardwick*, 426 S.W.3d 151, 179 Oil & Gas Rep. 535, 2012 Tex. App. LEXIS 6518 (Tex. App. Houston 1st Dist. Aug. 2, 2012, no pet.).

Tex. Civ. Prac. & Rem. Code § 15.011

With respect to an action to quiet title to real property, a trial court erred in denying a transfer of venue to the county where the property was located because the claim fell squarely within the mandatory venue provision set forth in Tex. Civ. Prac. & Rem. Code Ann. § 15.011. *In re Hogan Family Trust III*, No. 13-07-691-CV, 2008 Tex. App. LEXIS 1876 (Tex. App. Corpus Christi Mar. 13, 2008).

Real Property Law: Torts: Nuisance: Remedies: Injunctions: Jurisdiction

Landowners sought recovery for damages to real property in their first amended petition and the business owner alleged in his amended motion to transfer venue that mandatory venue lay in Hill County under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 because of the landowners' request for such damages, and the trial court denied this motion; thus, it would have been improper for the court to make a subsequent venue determination with § 15.011 as the basis for transfer of venue. *Van Es v. Frazier*, 230 S.W.3d 770, 2007 Tex. App. LEXIS 5315 (Tex. App. Waco July 5, 2007), reh'g denied, No. 10-06-00125-CV, 2007 Tex. App. LEXIS 7789 (Tex. App. Waco Aug. 21, 2007).

Real Property Law: Trusts: Constructive Trusts

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, mandamus was proper to require a trial judge to transfer venue of a suit seeking in part to impose a constructive trust on real property to the county where the real property lay under the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.011. The mandatory venue provision controlled over the general venue provision, Tex. Civ. Prac. & Rem. Code Ann. § 15.002, as required by Tex. Civ. Prac. & Rem. Code Ann. § 15.004. *In re Lemons*, 281 S.W.3d 643, 2009 Tex. App. LEXIS 1574 (Tex. App. Tyler Mar. 4, 2009), dismissed, No. 12-08-00419-CV, 2009 Tex. App. LEXIS 1740 (Tex. App. Tyler Mar. 11, 2009).

Research References & Practice Aids

LAW REVIEWS

46 Baylor L. Rev. 683.

49 SMU L. Rev. 1371.

56 SMU L. Rev. 1825.

26 Tex. Tech L. Rev. 139.

Treatises

2-8 Texas Real Estate Guide § 8.02, TRANSACTIONS: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLE, NONJUDICIAL FORECLOSURE AND FORFEITURE, State Statutes, Texas Real Estate Guide.

2-8 Texas Real Estate Guide § 8.30, TRANSACTIONS: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLE, NONJUDICIAL FORECLOSURE AND FORFEITURE, Remedies Provided by Law, Texas Real Estate Guide.

4-52 Texas Real Estate Guide § 52.52, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, DEEDS AND CONVEYANCES, Action for Rescission of Deed, Texas Real Estate Guide.

4-52 Texas Real Estate Guide § 52.110, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, DEEDS AND CONVEYANCES, Petition for Rescission and Cancellation of Deed, Texas Real Estate Guide.

4-52 Texas Real Estate Guide § 52.201, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, DEEDS AND CONVEYANCES, Statutes and Rules, Texas Real Estate Guide.

4-53 Texas Real Estate Guide § 53.03, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, REAL PROPERTY SECURITY INTERESTS, Remedies of Creditor, Texas Real Estate Guide.

4-53 Texas Real Estate Guide § 53.04, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, REAL PROPERTY SECURITY INTERESTS, Debtor's Challenge to Foreclosure and Deficiency Actions, Texas Real Estate Guide.

4-53 Texas Real Estate Guide § 53.100, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, REAL PROPERTY SECURITY INTERESTS, Petition for Judicial Foreclosure, Texas Real Estate Guide.

4-53 Texas Real Estate Guide § 53.121, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, REAL PROPERTY SECURITY INTERESTS, Petition to Establish That Purported Deed Is Actually Mortgage, Texas Real Estate Guide.

4-53 Texas Real Estate Guide § 53.202, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, REAL PROPERTY SECURITY INTERESTS, Texas Statutes and Rules, Texas Real Estate Guide.

4-55 Texas Real Estate Guide § 55.07, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, ADVERSE POSSESSION, Pleading Statutes of Limitation, Texas Real Estate Guide.

4-55 Texas Real Estate Guide § 55.101, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, ADVERSE POSSESSION, Petition in Suit to Quiet Title Alleging Plaintiff's Title by Adverse Possession, Texas Real Estate Guide.

4-55 Texas Real Estate Guide § 55.200, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, ADVERSE POSSESSION, Statutes and Rules, Texas Real Estate Guide.

4-56 Texas Real Estate Guide § 56.04, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, TRESPASS TO TRY TITLE, Procedural Matters, Texas Real Estate Guide.

4-56 Texas Real Estate Guide § 56.52, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, TRESPASS TO TRY TITLE, Preparing Plaintiff's Petition, Texas Real Estate Guide.

4-56 Texas Real Estate Guide § 56.53, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, TRESPASS TO TRY TITLE, Drafting Defendant's Answer, Texas Real Estate Guide.

4-56 Texas Real Estate Guide § 56.101, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, TRESPASS TO TRY TITLE, Plaintiff's Original Petition, Texas Real Estate Guide.

4-56 Texas Real Estate Guide § 56.201, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, TRESPASS TO TRY TITLE, Statutes and Rules, Texas Real Estate Guide.

4-57 Texas Real Estate Guide § 57.01, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, SUIT TO QUIET TITLE, Nature and Purpose of Action to Remove Cloud and Quiet Title, Texas Real Estate Guide.

4-57 Texas Real Estate Guide § 57.04, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, SUIT TO QUIET TITLE, Jurisdiction and Venue, Texas Real Estate Guide.

Tex. Civ. Prac. & Rem. Code § 15.011

4-57 Texas Real Estate Guide § 57.50, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, SUIT TO QUIET TITLE, Bringing Suit to Remedy Impaired Title, Texas Real Estate Guide.

4-57 Texas Real Estate Guide § 57.201, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, SUIT TO QUIET TITLE, Texas Statutes and Rules, Texas Real Estate Guide.

5-100 Texas Real Estate Guide § 100.51, LITIGATION: MISCELLANEOUS, ADJOINING LANDOWNERS, Preparation of Petition in Boundary Dispute, Texas Real Estate Guide.

5-100 Texas Real Estate Guide § 100.52, LITIGATION: MISCELLANEOUS, ADJOINING LANDOWNERS, Preparation of Petition in Suit for Interference With or Harm to Real Property, Texas Real Estate Guide.

5-100 Texas Real Estate Guide § 100.60, LITIGATION: MISCELLANEOUS, ADJOINING LANDOWNERS, Preparation of Defendant's Answer in Boundary Dispute, Texas Real Estate Guide.

5-100 Texas Real Estate Guide § 100.61, LITIGATION: MISCELLANEOUS, ADJOINING LANDOWNERS, Preparation of Defendant's Answer in Suit for Unlawful Land Use, Texas Real Estate Guide.

5-100 Texas Real Estate Guide § 100.102, LITIGATION: MISCELLANEOUS, ADJOINING LANDOWNERS, Petition When Encroachment Is Beyond Undisputed Boundary Line, Texas Real Estate Guide.

5-100 Texas Real Estate Guide § 100.110, LITIGATION: MISCELLANEOUS, ADJOINING LANDOWNERS, Petition for Damages to Land and for Injunctive Relief, Texas Real Estate Guide.

5-100 Texas Real Estate Guide § 100.200, LITIGATION: MISCELLANEOUS, ADJOINING LANDOWNERS, Statutes and Rules, Texas Real Estate Guide.

5-101 Texas Real Estate Guide § 101.50, LITIGATION: MISCELLANEOUS, EASEMENTS, Determining Preliminary Matters, Texas Real Estate Guide.

5-101 Texas Real Estate Guide § 101.51, LITIGATION: MISCELLANEOUS, EASEMENTS, Drafting Petition to Establish and Enforce Easement, Texas Real Estate Guide.

5-101 Texas Real Estate Guide § 101.61, LITIGATION: MISCELLANEOUS, EASEMENTS, Drafting Petition for Interference With Servient Property Owner's Rights, Texas Real Estate Guide.

5-101 Texas Real Estate Guide § 101.100, LITIGATION: MISCELLANEOUS, EASEMENTS, Petition to Establish Private Easement and Seek Remedies for Interference, Texas Real Estate Guide.

5-101 Texas Real Estate Guide § 101.110, LITIGATION: MISCELLANEOUS, EASEMENTS, Petition to Enjoin and Recover Damages for Entry Without Valid Easement, Texas Real Estate Guide.

5-101 Texas Real Estate Guide § 101.200, LITIGATION: MISCELLANEOUS, EASEMENTS, Statutes and Rules, Texas Real Estate Guide.

5-102 Texas Real Estate Guide § 102.100, LITIGATION: MISCELLANEOUS, PARTITION, Plaintiff's Original Petition for Partition—General Form, Texas Real Estate Guide.

5-103 Texas Real Estate Guide § 103.50, LITIGATION: MISCELLANEOUS, RESTRICTIONS, Preliminary Determinations, Texas Real Estate Guide.

5-103 Texas Real Estate Guide § 103.100, LITIGATION: MISCELLANEOUS, RESTRICTIONS, Petition for Injunctive Relief, Texas Real Estate Guide.

5-103 Texas Real Estate Guide § 103.101, LITIGATION: MISCELLANEOUS, RESTRICTIONS, Petition for Declaratory Relief—Cancellation of Restrictions, Texas Real Estate Guide.

5-103 Texas Real Estate Guide § 103.201, LITIGATION: MISCELLANEOUS, RESTRICTIONS, Statutes and Rules, Texas Real Estate Guide.

Texas Family Law: Practice and Procedure O3.02, DIVIDING PROPERTY POST-DISSOLUTION, INITIATING ACTION FOR POST-DISSOLUTION PROPERTY DIVISION, Determining Venue, Texas Family Law: Practice and Procedure.

4-62 Texas Torts and Remedies § 62.02, TORT CLAIMS AGAINST PUBLIC ENTITIES AND EMPLOYEES, CIVIL RIGHTS ACTIONS, Jurisdiction and Venue, Texas Torts and Remedies.

5-100 Texas Torts and Remedies § 100.20, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, General Venue Rule, Texas Torts and Remedies.

5-100 Texas Torts and Remedies § 100.21, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Mandatory Venue Exceptions, Texas Torts and Remedies.

5-100 Texas Torts and Remedies § 100.25, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Procedural Aspects of Challenging Venue, Texas Torts and Remedies.

17-72B Texas Transaction Guide—Legal Forms § 72B.02, REAL ESTATE TRANSACTIONS, Sales and Exchanges of Real Property, Mineral Rights, Land Use, State Statutes, Texas Transaction Guide—Legal Forms.

17-72B Texas Transaction Guide—Legal Forms § 72B.30, REAL ESTATE TRANSACTIONS, Sales and Exchanges of Real Property, Mineral Rights, Land Use, Remedies Provided by Law, Texas Transaction Guide—Legal Forms.

Practice Guides

1-1 Dorsaneo, Texas Litigation Guide § 1.04, Pretrial Practice (Chs. 1-114), Prelitigation Planning (Chs. 1-4), Preparation of Responsive Pleadings, Dorsaneo, Texas Litigation Guide.

1-11 Dorsaneo, Texas Litigation Guide § 11.02, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Elements of Petition, Dorsaneo, Texas Litigation Guide.

3-45 Dorsaneo, Texas Litigation Guide § 45.05, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Trial of Action, Dorsaneo, Texas Litigation Guide.

4-51 Dorsaneo, Texas Litigation Guide § 51.50, Pretrial Practice (Chs. 1-114), Equitable Remedies (Chs. 50-55), Plaintiff's Guide, Dorsaneo, Texas Litigation Guide.

4-55 Dorsaneo, Texas Litigation Guide § 55.05, Pretrial Practice (Chs. 1-114), Equitable Remedies (Chs. 50-55), Venue, Dorsaneo, Texas Litigation Guide.

4-55 Dorsaneo, Texas Litigation Guide § 55.200, Pretrial Practice (Chs. 1-114), Equitable Remedies (Chs. 50-55), Texas Statutes, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.02, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Mandatory Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.04, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Multiple Claims and Parties, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.20, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Procedure When Party Seeks to Transfer Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.011

5-61 Dorsaneo, Texas Litigation Guide § 61.100, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Miscellaneous Venue Allegations, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.110, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Motion to Transfer Venue—Permissive Venue Statute, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.111, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Motion to Transfer Venue—Mandatory Venue Statute, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.202, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Case Law, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.204, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Law Reviews and Periodicals, Dorsaneo, Texas Litigation Guide.

12-191 Dorsaneo, Texas Litigation Guide § 191.100, Pleadings in Business Entity Litigation (Chs. 160-205), Associations (Chs. 190-191), Petition for Declaratory Relief as to Church Property, Dorsaneo, Texas Litigation Guide.

17-250 Dorsaneo, Texas Litigation Guide § 250.07, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Pleading Statutes of Limitation, Dorsaneo, Texas Litigation Guide.

17-250 Dorsaneo, Texas Litigation Guide § 250.101, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Petition in Suit to Quiet Title Alleging Plaintiff's Title by Adverse Possession, Dorsaneo, Texas Litigation Guide.

17-250 Dorsaneo, Texas Litigation Guide § 250.200, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

17-251 Dorsaneo, Texas Litigation Guide § 251.04, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Procedural Matters, Dorsaneo, Texas Litigation Guide.

17-251 Dorsaneo, Texas Litigation Guide § 251.52, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Preparing Plaintiff's Petition, Dorsaneo, Texas Litigation Guide.

17-251 Dorsaneo, Texas Litigation Guide § 251.53, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Drafting Defendant's Answer, Dorsaneo, Texas Litigation Guide.

17-251 Dorsaneo, Texas Litigation Guide § 251.101, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Plaintiff's Original Petition, Dorsaneo, Texas Litigation Guide.

17-251 Dorsaneo, Texas Litigation Guide § 251.201, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

17-254 Dorsaneo, Texas Litigation Guide § 254.52, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Action for Rescission of Deed, Dorsaneo, Texas Litigation Guide.

17-254 Dorsaneo, Texas Litigation Guide § 254.110, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Petition for Rescission and Cancellation of Deed, Dorsaneo, Texas Litigation Guide.

17-254 Dorsaneo, Texas Litigation Guide § 254.201, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.011

17-255 Dorsaneo, Texas Litigation Guide § 255.03, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Remedies of Creditor, Dorsaneo, Texas Litigation Guide.

17-255 Dorsaneo, Texas Litigation Guide § 255.04, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Debtor's Challenge to Foreclosure and Deficiency Actions, Dorsaneo, Texas Litigation Guide.

17-255 Dorsaneo, Texas Litigation Guide § 255.100, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Petition for Judicial Foreclosure, Dorsaneo, Texas Litigation Guide.

17-255 Dorsaneo, Texas Litigation Guide § 255.121, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Petition to Establish That Purported Deed Is Actually Mortgage, Dorsaneo, Texas Litigation Guide.

17-255 Dorsaneo, Texas Litigation Guide § 255.202, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

17-257 Dorsaneo, Texas Litigation Guide § 257.01, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Nature and Purpose of Action to Remove Cloud and Quiet Title, Dorsaneo, Texas Litigation Guide.

17-257 Dorsaneo, Texas Litigation Guide § 257.04, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Jurisdiction and Venue, Dorsaneo, Texas Litigation Guide.

17-257 Dorsaneo, Texas Litigation Guide § 257.50, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Bringing Suit to Remedy Impaired Title, Dorsaneo, Texas Litigation Guide.

17-257 Dorsaneo, Texas Litigation Guide § 257.201, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

18-280 Dorsaneo, Texas Litigation Guide § 280.51, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Preparation of Petition in Boundary Dispute, Dorsaneo, Texas Litigation Guide.

18-280 Dorsaneo, Texas Litigation Guide § 280.52, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Preparation of Petition in Suit for Interference With or Harm to Real Property, Dorsaneo, Texas Litigation Guide.

18-280 Dorsaneo, Texas Litigation Guide § 280.60, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Preparation of Defendant's Answer in Boundary Dispute, Dorsaneo, Texas Litigation Guide.

18-280 Dorsaneo, Texas Litigation Guide § 280.61, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Preparation of Defendant's Answer in Suit for Unlawful Land Use, Dorsaneo, Texas Litigation Guide.

18-280 Dorsaneo, Texas Litigation Guide § 280.102, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Petition When Encroachment Is Beyond Undisputed Boundary Line, Dorsaneo, Texas Litigation Guide.

18-280 Dorsaneo, Texas Litigation Guide § 280.110, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Petition for Damages to Land and for Injunctive Relief, Dorsaneo, Texas Litigation Guide.

18-280 Dorsaneo, Texas Litigation Guide § 280.200, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.011

18-281 Dorsaneo, Texas Litigation Guide § 281.50, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Determining Preliminary Matters, Dorsaneo, Texas Litigation Guide.

18-281 Dorsaneo, Texas Litigation Guide § 281.51, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Drafting Petition to Establish and Enforce Easement, Dorsaneo, Texas Litigation Guide.

18-281 Dorsaneo, Texas Litigation Guide § 281.61, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Drafting Petition for Interference With Servient Property Owner's Rights, Dorsaneo, Texas Litigation Guide.

18-281 Dorsaneo, Texas Litigation Guide § 281.100, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Petition to Establish Private Easement and Seek Remedies for Interference, Dorsaneo, Texas Litigation Guide.

18-281 Dorsaneo, Texas Litigation Guide § 281.110, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Petition to Enjoin and Recover Damages for Entry Without Valid Easement, Dorsaneo, Texas Litigation Guide.

18-281 Dorsaneo, Texas Litigation Guide § 281.200, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

18-283 Dorsaneo, Texas Litigation Guide § 283.100, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Lessor's Petition to Have Lease Declared Terminated for Failure to Pay Delay Rentals, Dorsaneo, Texas Litigation Guide.

18-283 Dorsaneo, Texas Litigation Guide § 283.101, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Lessor's Petition Alleging Failure to Produce in Paying Quantities and Breach of Covenant, Dorsaneo, Texas Litigation Guide.

18-283 Dorsaneo, Texas Litigation Guide § 283.201, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), State Statutes, Dorsaneo, Texas Litigation Guide.

18-284 Dorsaneo, Texas Litigation Guide § 284.100, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Plaintiff's Original Petition for Partition—General Form, Dorsaneo, Texas Litigation Guide.

18-285 Dorsaneo, Texas Litigation Guide § 285.50, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

18-285 Dorsaneo, Texas Litigation Guide § 285.100, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Petition for Injunctive Relief, Dorsaneo, Texas Litigation Guide.

18-285 Dorsaneo, Texas Litigation Guide § 285.101, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Petition for Declaratory Relief—Cancellation of Restrictions, Dorsaneo, Texas Litigation Guide.

18-285 Dorsaneo, Texas Litigation Guide § 285.201, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

22-364 Dorsaneo, Texas Litigation Guide § 364.20, Family Code Litigation (Chs. 360-382), Dissolution Procedures (Chs. 360-364), Post-Dissolution Suits for Division of Property, Dorsaneo, Texas Litigation Guide.

22-364 Dorsaneo, Texas Litigation Guide § 364.57, Family Code Litigation (Chs. 360-382), Dissolution Procedures (Chs. 360-364), Petition for Post-Dissolution Division of Property, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.011

22-364 Dorsaneo, Texas Litigation Guide § 364.203, Family Code Litigation (Chs. 360-382), Dissolution Procedures (Chs. 360-364), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

24-392 Dorsaneo, Texas Litigation Guide § 392.02, Probate Code Litigation (Chs. 390-415), Commencement of Proceedings (Chs. 390-394), Jurisdiction and Venue, Dorsaneo, Texas Litigation Guide.

24-394 Dorsaneo, Texas Litigation Guide § 394.08, Probate Code Litigation (Chs. 390-415), Commencement of Proceedings (Chs. 390-394), Declaratory Judgment Actions to Construe Wills, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.0115

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter B Mandatory Venue (§§ 15.011 — 15.030)

Sec. 15.0115. Landlord-Tenant.

(a) Except as provided by another statute prescribing mandatory venue, a suit between a landlord and a tenant arising under a lease shall be brought in the county in which all or a part of the real property is located.

(b) In this section, “lease” means any written or oral agreement between a landlord and a tenant that establishes or modifies the terms, conditions, or other provisions relating to the use and occupancy of the real property that is the subject of the agreement.

History

Enacted by Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 2, effective August 28, 1995.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

1995 Note:

See note following § 15.001.

Case Notes

Civil Procedure: Venue: General Overview

Civil Procedure: Venue: Special Venue

Real Property Law: Landlord & Tenant: General Overview**Real Property Law: Landlord & Tenant: Lease Agreements: General Overview****Civil Procedure: Venue: General Overview**

Petitioner was entitled to mandamus relief, because the denial of the motion to transfer venue amounted to a clear abuse of discretion, when it was not necessary to decide whether it was one type of lease to the exclusion of the other since under any circumstance, mandatory venue was in Freestone County; if it was a mineral lease, Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applied, and if it was a true lease of real estate, Tex. Civ. Prac. & Rem. Code Ann. § 15.0115 applied. In re Freestone Underground Storage, Inc., 429 S.W.3d 110, 2014 Tex. App. LEXIS 2870 (Tex. App. Texarkana Mar. 14, 2014, no pet.).

Civil Procedure: Venue: Special Venue

Tex. Civ. Prac. & Rem. Code Ann. §§ 15.0115 and 15.020 were both mandatory venue provisions and there was no conflict as § 15.020 clearly controlled; the essence of the case was whether the buyers were entitled to reduce the purchase price of the property by the cost of the improvements it made, and the object of the seller's declaratory judgment was the Purchase Agreement, not the Sublease. In re Group 1 Realty, Inc., 441 S.W.3d 469, 2014 Tex. App. LEXIS 2774 (Tex. App. El Paso Mar. 12, 2014, no pet.).

Real Property Law: Landlord & Tenant: General Overview

Petitioner was entitled to mandamus relief, because the denial of the motion to transfer venue amounted to a clear abuse of discretion, when it was not necessary to decide whether it was one type of lease to the exclusion of the other since under any circumstance, mandatory venue was in Freestone County; if it was a mineral lease, Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applied, and if it was a true lease of real estate, Tex. Civ. Prac. & Rem. Code Ann. § 15.0115 applied. In re Freestone Underground Storage, Inc., 429 S.W.3d 110, 2014 Tex. App. LEXIS 2870 (Tex. App. Texarkana Mar. 14, 2014, no pet.).

Real Property Law: Landlord & Tenant: Lease Agreements: General Overview

Tex. Civ. Prac. & Rem. Code Ann. §§ 15.0115 and 15.020 were both mandatory venue provisions and there was no conflict as § 15.020 clearly controlled; the essence of the case was whether the buyers were entitled to reduce the purchase price of the property by the cost of the improvements it made, and the object of the seller's declaratory judgment was the Purchase Agreement, not the Sublease. In re Group 1 Realty, Inc., 441 S.W.3d 469, 2014 Tex. App. LEXIS 2774 (Tex. App. El Paso Mar. 12, 2014, no pet.).

Research References & Practice Aids

LAW REVIEWS

49 SMU L. Rev. 1371.

27 Tex. Tech L. Rev. 1441.

Treatises

5-90 Texas Real Estate Guide § 90.50, LITIGATION: LEASES/LANDLORD AND TENANT, LANDLORD AND TENANT, Preliminary Determinations, Texas Real Estate Guide.

5-90 Texas Real Estate Guide § 90.100, LITIGATION: LEASES/LANDLORD AND TENANT, LANDLORD AND TENANT, Landlord's Petition to Recover Rent, Texas Real Estate Guide.

Practice Guides

5-61 Dorsaneo, Texas Litigation Guide § 61.02, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Mandatory Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

18-282 Dorsaneo, Texas Litigation Guide § 282.50, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

18-282 Dorsaneo, Texas Litigation Guide § 282.100, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Landlord's Petition to Recover Rent, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

Tex. Civ. Prac. & Rem. Code § 15.012

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter B Mandatory Venue (§§ 15.011 — 15.030)

Sec. 15.012. Injunction Against Suit.

Actions to stay proceedings in a suit shall be brought in the county in which the suit is pending.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See also Texas Rule of Civil Procedure 86.

Case Notes

Civil Procedure: Venue: General Overview

Civil Procedure: Venue: Motions to Transfer: Choice of Forum

Civil Procedure: Venue: Multidistrict Litigation

Civil Procedure: Venue: Special Venue

Civil Procedure: Pleading & Practice: Defenses, Demurrers & Objections: Waiver & Preservation**Civil Procedure: Judgments: Entry of Judgments: Enforcement & Execution: Foreign Judgments****Civil Procedure: Judgments: Entry of Judgments: Stays of Proceedings: General Overview****Civil Procedure: Remedies: Injunctions: Permanent Injunctions****Civil Procedure: Remedies: Injunctions: Preliminary & Temporary Injunctions****Civil Procedure: Venue: General Overview**

Because the trial court in a legal malpractice case still had jurisdiction after a settlement agreement was reached but before an order of dismissal had been signed, a suit alleging a violation of the agreement was improperly brought in another county; the claims had to be asserted in the original trial court under the original cause number, and under these circumstances, a request for an anti-suit injunction did not have to be filed in the county where the enforcement action was improperly brought. *Fleming v. Ahumada*, 193 S.W.3d 704, 2006 Tex. App. LEXIS 4366 (Tex. App. Corpus Christi May 18, 2006), reh'g denied, No. 13-03-139-CV, 2006 Tex. App. LEXIS 6009 (Tex. App. Corpus Christi July 6, 2006).

Civil Procedure: Venue: Motions to Transfer: Choice of Forum

Mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.012 did not apply or require a transfer of venue where another county's district court had dominant jurisdiction because suit had been filed there first. *Graybar Elec. Co. v. Gonzalez (In re Graybar Elec. Co.)*, No. 13-08-00073-CV, No. 13-08-00294-CV, No. 13-08-00333-CV, No. 13-08-00341-CV, 2008 Tex. App. LEXIS 6868 (Tex. App. Corpus Christi Aug. 26, 2008).

Civil Procedure: Venue: Multidistrict Litigation

Trial court abused its discretion in refusing to transfer all of the attorney's claims to the foreign county because the mandatory venue of Tex. Civ. Prac. & Rem. Code Ann. § 15.012 applied, as the law firms' affidavit establishing the proceeding that the attorney sought to enjoin was pending in the foreign county was prima facie proof of mandatory venue under § 15.012. *O'Quinn v. Hall*, 77 S.W.3d 452, 2002 Tex. App. LEXIS 3549 (Tex. App. Corpus Christi May 17, 2002, no pet.).

Civil Procedure: Venue: Special Venue

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.064, a contractor was permitted to bring a mandamus action to enforce the mandatory venue provisions of Tex. Civ. Prac. & Rem. Code Ann. §§ 15.011, 15.012; however, by failing to raise venue objections prior to filing motions for other relief, the contractor waived its venue objections under Tex. R. Civ. P. 86(1). *Graybar Elec. Co. v. Gonzalez (In re Graybar Elec. Co.)*, No. 13-08-00073-CV, No. 13-08-00294-CV, No. 13-08-00333-CV, No. 13-08-00341-CV, 2008 Tex. App. LEXIS 6868 (Tex. App. Corpus Christi Aug. 26, 2008).

Mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.012 did not apply or require a transfer of venue where another county's district court had dominant jurisdiction because suit had been filed there first. *Graybar Elec. Co. v. Gonzalez (In re Graybar Elec. Co.)*, No. 13-08-00073-CV, No. 13-08-00294-CV, No. 13-08-00333-CV, No. 13-08-00341-CV, 2008 Tex. App. LEXIS 6868 (Tex. App. Corpus Christi Aug. 26, 2008).

Civil Procedure: Pleading & Practice: Defenses, Demurrers & Objections: Waiver & Preservation

Tex. Civ. Prac. & Rem. Code § 15.012

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.064, a contractor was permitted to bring a mandamus action to enforce the mandatory venue provisions of Tex. Civ. Prac. & Rem. Code Ann. §§ 15.011, 15.012; however, by failing to raise venue objections prior to filing motions for other relief, the contractor waived its venue objections under Tex. R. Civ. P. 86(1). *Graybar Elec. Co. v. Gonzalez* (In re *Graybar Elec. Co.*), No. 13-08-00073-CV, No. 13-08-00294-CV, No. 13-08-00333-CV, No. 13-08-00341-CV, 2008 Tex. App. LEXIS 6868 (Tex. App. Corpus Christi Aug. 26, 2008).

Civil Procedure: Judgments: Entry of Judgments: Enforcement & Execution: Foreign Judgments

Trial court exceeded its jurisdiction by enjoining execution on a foreign judgment, domesticated pursuant to the Uniform Enforcement of Foreign Judgments Act, Tex. Civ. Prac. & Rem. Code Ann. §§ 35.001—35.008, in a different Texas district court. Pursuant to Tex. Civ. Prac. & Rem. Code Ann. §§ 15.012, 15.013, 65.023, actions to stay proceedings or to enjoin enforcement of a judgment must be brought in the court that rendered the judgment. *Counsel Fin. Servs., L.L.C. v. Leibowitz*, No. 13-10-00200-CV, 2011 Tex. App. LEXIS 5079 (Tex. App. Corpus Christi), app. dismissed, No. 13-10-00693-CV, 2011 Tex. App. LEXIS 5078 (Tex. App. Corpus Christi July 1, 2011), reh'g denied, No. 13-10-200-CV, 2011 Tex. App. LEXIS 10283 (Tex. App. Corpus Christi Nov. 10, 2011).

Civil Procedure: Judgments: Entry of Judgments: Stays of Proceedings: General Overview

Trial court exceeded its jurisdiction by enjoining execution on a foreign judgment, domesticated pursuant to the Uniform Enforcement of Foreign Judgments Act, Tex. Civ. Prac. & Rem. Code Ann. §§ 35.001-35.008, in a different Texas district court. Pursuant to Tex. Civ. Prac. & Rem. Code Ann. §§ 15.012, 15.013, 65.023, actions to stay proceedings or to enjoin enforcement of a judgment must be brought in the court that rendered the judgment. *Counsel Fin. Servs., L.L.C. v. Leibowitz*, No. 13-10-00200-CV, 2011 Tex. App. LEXIS 5079 (Tex. App. Corpus Christi), app. dismissed, No. 13-10-00693-CV, 2011 Tex. App. LEXIS 5078 (Tex. App. Corpus Christi July 1, 2011), reh'g denied, No. 13-10-200-CV, 2011 Tex. App. LEXIS 10283 (Tex. App. Corpus Christi Nov. 10, 2011).

Civil Procedure: Remedies: Injunctions: Permanent Injunctions

Because the trial court in a legal malpractice case still had jurisdiction after a settlement agreement was reached but before an order of dismissal had been signed, a suit alleging a violation of the agreement was improperly brought in another county; the claims had to be asserted in the original trial court under the original cause number, and under these circumstances, a request for an anti-suit injunction did not have to be filed in the county where the enforcement action was improperly brought. *Fleming v. Ahumada*, 193 S.W.3d 704, 2006 Tex. App. LEXIS 4366 (Tex. App. Corpus Christi May 18, 2006), reh'g denied, No. 13-03-139-CV, 2006 Tex. App. LEXIS 6009 (Tex. App. Corpus Christi July 6, 2006).

Civil Procedure: Remedies: Injunctions: Preliminary & Temporary Injunctions

Trial court abused its discretion in refusing to transfer all of the attorney's claims to the foreign county because the mandatory venue of Tex. Civ. Prac. & Rem. Code Ann. § 15.012 applied, as the law firms' affidavit establishing the proceeding that the attorney sought to enjoin was pending in the foreign county was prima facie proof of mandatory venue under § 15.012. *O'Quinn v. Hall*, 77 S.W.3d 452, 2002 Tex. App. LEXIS 3549 (Tex. App. Corpus Christi May 17, 2002, no pet.).

Research References & Practice Aids

LAW REVIEWS

46 Baylor L. Rev. 683.

49 SMU L. Rev. 1371.

Treatises

5-100 Texas Torts and Remedies § 100.21, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Mandatory Venue Exceptions, Texas Torts and Remedies.

Practice Guides

5-61 Dorsaneo, Texas Litigation Guide § 61.02, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Mandatory Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

Tex. Civ. Prac. & Rem. Code § 15.013

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter B Mandatory Venue (§§ 15.011 — 15.030)

Sec. 15.013. Injunction Against Execution of Judgment.

Actions to restrain execution of a judgment based on invalidity of the judgment or of the writ shall be brought in the county in which the judgment was rendered.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See also Texas Rule of Civil Procedure 86.

Case Notes

Civil Procedure: Venue: Motions to Transfer: General Overview

Civil Procedure: Venue: Multiparty Litigation

Civil Procedure: Judgments: Entry of Judgments: Enforcement & Execution: Foreign Judgments

Civil Procedure: Judgments: Entry of Judgments: Stays of Proceedings: General Overview**Family Law: Marital Termination & Spousal Support: Dissolution & Divorce: Jurisdiction: General Overview****Family Law: Marital Termination & Spousal Support: Dissolution & Divorce: Property Distribution: General Overview****Civil Procedure: Venue: Motions to Transfer: General Overview**

Law firm that sued to recover seized funds attempted to argue, in its cross-point on appeal of a contract dispute, that venue was not proper, as constable deputies had seized the funds during a settlement conference between the parties where the underlying focal point of the suit was an unsatisfied judgment, which made venue proper in the county where judgment was rendered, not where the money was seized. *Hageman/Fritz, Byrne, Head & Harrison, L.L.P. v. Luth*, 150 S.W.3d 617, 2004 Tex. App. LEXIS 5566 (Tex. App. Austin June 24, 2004, no pet.).

Civil Procedure: Venue: Multiparty Litigation

Because the Texas Workers' Compensation Insurance Fund (Fund) did not contest the validity of a judgment that a claimant sustained an occupational disease in the course and scope of his employment, Tex. Civ. Prac. & Rem. Code Ann. § 15.013 did not provide for mandatory venue of the Fund's request for declaratory relief in a particular county, so the claimant's motion for transfer of venue was properly denied. *Lopez v. Texas Workers' Compensation Ins. Fund*, 11 S.W.3d 490, 2000 Tex. App. LEXIS 775 (Tex. App. Austin Feb. 3, 2000, no pet.).

Ex-husband's action to divide a lottery ticket that was not divided in an annulment decree, was not an action to restrain the execution of a judgment pursuant to Tex. Civ. Prac. & Rem. Code § 15.013 and did not need to be brought in the court that issued the decree. *Stanley v. Riney*, 970 S.W.2d 636, 1998 Tex. App. LEXIS 2908 (Tex. App. Tyler Apr. 28, 1998, no pet.).

Civil Procedure: Judgments: Entry of Judgments: Enforcement & Execution: Foreign Judgments

Trial court exceeded its jurisdiction by enjoining execution on a foreign judgment, domesticated pursuant to the Uniform Enforcement of Foreign Judgments Act, Tex. Civ. Prac. & Rem. Code Ann. §§ 35.001—35.008, in a different Texas district court. Pursuant to Tex. Civ. Prac. & Rem. Code Ann. §§ 15.012, 15.013, 65.023, actions to stay proceedings or to enjoin enforcement of a judgment must be brought in the court that rendered the judgment. *Counsel Fin. Servs., L.L.C. v. Leibowitz*, No. 13-10-00200-CV, 2011 Tex. App. LEXIS 5079 (Tex. App. Corpus Christi), app. dismissed, No. 13-10-00693-CV, 2011 Tex. App. LEXIS 5078 (Tex. App. Corpus Christi July 1, 2011), reh'g denied, No. 13-10-200-CV, 2011 Tex. App. LEXIS 10283 (Tex. App. Corpus Christi Nov. 10, 2011).

Civil Procedure: Judgments: Entry of Judgments: Stays of Proceedings: General Overview

Trial court exceeded its jurisdiction by enjoining execution on a foreign judgment, domesticated pursuant to the Uniform Enforcement of Foreign Judgments Act, Tex. Civ. Prac. & Rem. Code Ann. §§ 35.001-35.008, in a different Texas district court. Pursuant to Tex. Civ. Prac. & Rem. Code Ann. §§ 15.012, 15.013, 65.023, actions to stay proceedings or to enjoin enforcement of a judgment must be brought in the court that rendered the judgment. *Counsel Fin. Servs., L.L.C. v. Leibowitz*, No. 13-10-00200-CV, 2011 Tex. App. LEXIS 5079 (Tex. App. Corpus Christi), app. dismissed, No. 13-10-00693-CV, 2011 Tex. App. LEXIS 5078 (Tex. App. Corpus Christi July 1, 2011), reh'g denied, No. 13-10-200-CV, 2011 Tex. App. LEXIS 10283 (Tex. App. Corpus Christi Nov. 10, 2011).

Family Law: Marital Termination & Spousal Support: Dissolution & Divorce: Jurisdiction: General Overview

Ex-husband's action to divide a lottery ticket that was not divided in an annulment decree, was not an action to restrain the execution of a judgment pursuant to Tex. Civ. Prac. & Rem. Code § 15.013 and did not need to be brought in the court that issued the decree. *Stanley v. Riney*, 970 S.W.2d 636, 1998 Tex. App. LEXIS 2908 (Tex. App. Tyler Apr. 28, 1998, no pet.).

Family Law: Marital Termination & Spousal Support: Dissolution & Divorce: Property Distribution: General Overview

Ex-husband's action to divide a lottery ticket that was not divided in an annulment decree, was not an action to restrain the execution of a judgment pursuant to Tex. Civ. Prac. & Rem. Code § 15.013 and did not need to be brought in the court that issued the decree. *Stanley v. Riney*, 970 S.W.2d 636, 1998 Tex. App. LEXIS 2908 (Tex. App. Tyler Apr. 28, 1998, no pet.).

Research References & Practice Aids

Treatises

5-100 Texas Torts and Remedies § 100.21, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Mandatory Venue Exceptions, Texas Torts and Remedies.

Practice Guides

1-1 Texas Civil Trial Guide § 1.01, TRIAL SETTINGS AND ANNOUNCEMENTS, Legal Background, Texas Civil Trial Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.02, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Mandatory Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

9-132 Dorsaneo, Texas Litigation Guide § 132.03, Trial Practice (Chs. 120-134), Judgment (Chs. 130-134), Writ of Execution, Dorsaneo, Texas Litigation Guide.

9-132 Dorsaneo, Texas Litigation Guide § 132.51, Trial Practice (Chs. 120-134), Judgment (Chs. 130-134), Procedure for Judgment Debtor, Dorsaneo, Texas Litigation Guide.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.014

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter B Mandatory Venue (§§ 15.011 — 15.030)

Sec. 15.014. Head of State Department.

An action for mandamus against the head of a department of the state government shall be brought in Travis County.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See also Texas Rule of Civil Procedure 86.

Case Notes

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions: General Overview

Civil Procedure: Venue: Individual Defendants

Civil Procedure: Venue: Motions to Transfer: General Overview

Civil Procedure: Venue: Special Venue**Civil Procedure: Remedies: Writs: General Overview****Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions: General Overview**

While Tex. Civ. Prac. & Rem. Code Ann. § 15.014 provides that an action for mandamus against the head of a department of the state government shall be brought in Travis County, that statute only states that venue is mandatory in Travis County for such suits; whether the district court has jurisdiction to hear the mandamus action is a separate question. *Cont'l Cas. Co. v. Rivera*, 124 S.W.3d 705, 2003 Tex. App. LEXIS 9427 (Tex. App. Austin Nov. 6, 2003, no pet.).

Civil Procedure: Venue: Individual Defendants

Where an executor filed suit against a truck purchaser seeking the balance of the purchase price owed to the estate and joined a state agency in the suit to preclude the state agency from issuing a new car title, the executor did not prove a cause of action against the state agency because there was no evidence that the truck purchaser could not respond in damages if the executor was successful in obtaining a money judgment against the truck purchaser; thus, the executor could not maintain suit in the county where the state agency was located and the case had to be transferred to the county where the truck purchaser resided. *Duff v. Austin Nat'l Bank*, 526 S.W.2d 226, 1975 Tex. App. LEXIS 2905 (Tex. Civ. App. Austin July 16, 1975, no writ).

Civil Procedure: Venue: Motions to Transfer: General Overview

Tex. Civ. Prac. & Rem. Code Ann. § 15.014 provides specifically, an action for mandamus against the head of a department of the state government shall be brought in Travis County; therefore, venue was proper in Travis County as per the mandatory venue provision, regardless of appellees' contention that only the supreme court had jurisdiction in this matter. *Jaska v. Tex. Dep't of Protective & Regulatory Servs.*, 106 S.W.3d 907, 2003 Tex. App. LEXIS 4620 (Tex. App. Dallas May 30, 2003, no pet.).

Civil Procedure: Venue: Special Venue

Tex. Civ. Prac. & Rem. Code Ann. § 15.014 provides specifically, an action for mandamus against the head of a department of the state government shall be brought in Travis County; therefore, venue was proper in Travis County as per the mandatory venue provision, regardless of appellees' contention that only the supreme court had jurisdiction in this matter. *Jaska v. Tex. Dep't of Protective & Regulatory Servs.*, 106 S.W.3d 907, 2003 Tex. App. LEXIS 4620 (Tex. App. Dallas May 30, 2003, no pet.).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.014, an action for mandamus against the head of a department of the state government shall be brought in Travis County. *Jaska v. Tex. Dep't of Protective & Regulatory Servs.*, 106 S.W.3d 907, 2003 Tex. App. LEXIS 4620 (Tex. App. Dallas May 30, 2003, no pet.).

Civil Procedure: Remedies: Writs: General Overview

While Tex. Civ. Prac. & Rem. Code Ann. § 15.014 provides that an action for mandamus against the head of a department of the state government shall be brought in Travis County, that statute only states that venue is mandatory in Travis County for such suits; whether the district court has jurisdiction to hear the mandamus action is a separate question. *Cont'l Cas. Co. v. Rivera*, 124 S.W.3d 705, 2003 Tex. App. LEXIS 9427 (Tex. App. Austin Nov. 6, 2003, no pet.).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.014, an action for mandamus against the head of a department of the state government shall be brought in Travis County. *Jaska v. Tex. Dep't of Protective & Regulatory Servs.*, 106 S.W.3d 907, 2003 Tex. App. LEXIS 4620 (Tex. App. Dallas May 30, 2003, no pet.).

Research References & Practice Aids

Treatises

4-62 Texas Torts and Remedies § 62.02, TORT CLAIMS AGAINST PUBLIC ENTITIES AND EMPLOYEES, CIVIL RIGHTS ACTIONS, Jurisdiction and Venue, Texas Torts and Remedies.

5-100 Texas Torts and Remedies § 100.21, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Mandatory Venue Exceptions, Texas Torts and Remedies.

Practice Guides

1-12 Dorsaneo, Texas Litigation Guide § 12.03, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Particular Types of Parties, Dorsaneo, Texas Litigation Guide.

1-12 Dorsaneo, Texas Litigation Guide § 12.130, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Governmental Units as Defendant, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.02, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Mandatory Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

10-152 Dorsaneo, Texas Litigation Guide § 152.04, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Procedure in Original Proceedings, Dorsaneo, Texas Litigation Guide.

25-424 Dorsaneo, Texas Litigation Guide § 424.51, Administrative Proceedings (Chs. 420-425), DIRECT JUDICIAL PROCEEDINGS, Resisting Government Controls, Dorsaneo, Texas Litigation Guide.

25-424 Dorsaneo, Texas Litigation Guide § 424.102, Administrative Proceedings (Chs. 420-425), DIRECT JUDICIAL PROCEEDINGS, Petition to Enjoin Enforcement of Penal Statute, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.015

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter B Mandatory Venue (§§ 15.011 — 15.030)

Sec. 15.015. Counties.

An action against a county shall be brought in that county.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See also Texas Rule of Civil Procedure 86.

Case Notes

Civil Procedure: Venue: Motions to Transfer: General Overview

Civil Procedure: Venue: Multiparty Litigation

Civil Procedure: Venue: Public Officials

Civil Procedure: Venue: Special Venue

Governments: Local Governments: Claims By & Against**Labor & Employment Law: Wrongful Termination: Whistleblower Protection Act: General Overview****Civil Procedure: Venue: Motions to Transfer: General Overview**

Law firm that sued to recover seized funds attempted to argue, in its cross-point on appeal of a contract dispute, that venue was not proper, as constable deputies had seized the funds during a settlement conference between the parties where the underlying focal point of the suit was an unsatisfied judgment, which made venue proper in the county where judgment was rendered, not where the money was seized. *Hageman/Fritz, Byrne, Head & Harrison, L.L.P. v. Luth*, 150 S.W.3d 617, 2004 Tex. App. LEXIS 5566 (Tex. App. Austin June 24, 2004, no pet.).

Trial court erred in refusing to transfer venue of wrongful discharge action brought against the county, to that county's district court under Tex. Civ. Prac. & Rem. Code Ann. § 15.015, because venue in that district court was mandatory. *Wichita County v. Hart*, 917 S.W.2d 779, 11 I.E.R. Cas. (BNA) 641, 1996 Tex. LEXIS 10 (Tex. 1996).

County's motion to transfer venue was properly granted where the statutes provided that an action against a county shall be brought in that county. *Presidio Bridge Co. v. Presidio County*, 726 S.W.2d 212, 1987 Tex. App. LEXIS 6382 (Tex. App. El Paso Feb. 11, 1987, no writ).

Civil Procedure: Venue: Multiparty Litigation

Trial court did not abuse its discretion by denying the motion to transfer venue filed by Galveston County, Texas, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.015, because Tex. Civ. Prac. & Rem. Code Ann. § 15.015 and Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a) applied to different circumstances and when a third-party defendant was involved, Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a) dictated that venue was established by the main action; the only expressed requirement under Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a) was that the third-party claim be "properly joined," which was not contested. In re County of Galveston, 211 S.W.3d 879, 2006 Tex. App. LEXIS 10881 (Tex. App. Houston 14th Dist. Dec. 21, 2006, no pet.).

Trial court erred in refusing to transfer venue of wrongful discharge action brought against the county, to that county's district court under Tex. Civ. Prac. & Rem. Code Ann. § 15.015, because venue in that district court was mandatory. *Wichita County v. Hart*, 917 S.W.2d 779, 11 I.E.R. Cas. (BNA) 641, 1996 Tex. LEXIS 10 (Tex. 1996).

Civil Procedure: Venue: Public Officials

Although an inmate who brought suit against a county did not file his complaint in the county that he was suing, the county's failure to file a motion to transfer venue waived mandatory venue in the county; thus, an order granting the county's motion to dismiss was not void. *Scott v. Wichita County*, 248 S.W.3d 324, 2007 Tex. App. LEXIS 8305 (Tex. App. Houston 1st Dist. Oct. 18, 2007), reh'g denied, No. 01-06-00527-CV, 2007 Tex. App. LEXIS 10150 (Tex. App. Houston 1st Dist. Dec. 19, 2007).

The venue provision of the Whistleblower Act, Tex. Gov't Code Ann. § 554.007, permitting suit in either the employee's county of residence or Travis County was mandatory, and a defendant county was not entitled to a change of venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.015 to its own courts. *Wichita County v. Hart*, 892 S.W.2d 912, 1994 Tex. App. LEXIS 2447 (Tex. App. Austin Oct. 12, 1994), writ granted No. 95-0003 (Tex. 1995), rev'd, 917 S.W.2d 779, 11 I.E.R. Cas. (BNA) 641, 1996 Tex. LEXIS 10 (Tex. 1996), limited, *City of Cockrell Hill v. Johnson*, 48 S.W.3d 887, 2001 Tex. App. LEXIS 3815 (Tex. App. Fort Worth June 7, 2001).

Civil Procedure: Venue: Special Venue

Tex. Civ. Prac. & Rem. Code § 15.015

When an executor sought a declaratory judgment that mineral interests under land devised to a county did not belong to the county, the county was entitled to a writ of mandamus requiring a judge to grant the county's motion to transfer venue to that county because (1) Tex. Civ. Prac. & Rem. Code Ann. § 15.015 required, without exception, that any action against a county be brought in that county, and (2) the declaratory judgment action was an action against the county, since the action was a judicial proceeding which, if pursued, could result in a judgment against the county. In re San Jacinto County, 416 S.W.3d 639, 2013 Tex. App. LEXIS 11844 (Tex. App. Houston 14th Dist. Sept. 19, 2013, no pet.).

Tex. Civ. Prac. & Rem. Code Ann. § 15.016, the general venue provision, is not an exception to Tex. Civ. Prac. & Rem. Code Ann. § 15.015, which required that suits against a county be brought in that county. In re Fort Bend County, 278 S.W.3d 842, 2009 Tex. App. LEXIS 668 (Tex. App. Houston 14th Dist. Feb. 3, 2009, no pet.).

County was entitled to a writ of mandamus commanding a district court to transfer venue of a wrong-way collision case under the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.015, which superseded the venue provisions of the Texas Tort Claims Act, Tex. Civ. Prac. & Rem. Code Ann. § 101.102(a). In re Fort Bend County, 278 S.W.3d 842, 2009 Tex. App. LEXIS 668 (Tex. App. Houston 14th Dist. Feb. 3, 2009, no pet.).

Governments: Local Governments: Claims By & Against

When an executor sought a declaratory judgment that mineral interests under land devised to a county did not belong to the county, the county was entitled to a writ of mandamus requiring a judge to grant the county's motion to transfer venue to that county because (1) Tex. Civ. Prac. & Rem. Code Ann. § 15.015 required, without exception, that any action against a county be brought in that county, and (2) the declaratory judgment action was an action against the county, since the action was a judicial proceeding which, if pursued, could result in a judgment against the county. In re San Jacinto County, 416 S.W.3d 639, 2013 Tex. App. LEXIS 11844 (Tex. App. Houston 14th Dist. Sept. 19, 2013, no pet.).

Tex. Civ. Prac. & Rem. Code Ann. § 15.016, the general venue provision, is not an exception to Tex. Civ. Prac. & Rem. Code Ann. § 15.015, which required that suits against a county be brought in that county. In re Fort Bend County, 278 S.W.3d 842, 2009 Tex. App. LEXIS 668 (Tex. App. Houston 14th Dist. Feb. 3, 2009, no pet.).

County was entitled to a writ of mandamus commanding a district court to transfer venue of a wrong-way collision case under the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.015, which superseded the venue provisions of the Texas Tort Claims Act, Tex. Civ. Prac. & Rem. Code Ann. § 101.102(a). In re Fort Bend County, 278 S.W.3d 842, 2009 Tex. App. LEXIS 668 (Tex. App. Houston 14th Dist. Feb. 3, 2009, no pet.).

Labor & Employment Law: Wrongful Termination: Whistleblower Protection Act: General Overview

The venue provision of the Whistleblower Act, Tex. Gov't Code Ann. § 554.007, permitting suit in either the employee's county of residence or Travis County was mandatory, and a defendant county was not entitled to a change of venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.015 to its own courts. Wichita County v. Hart, 892 S.W.2d 912, 1994 Tex. App. LEXIS 2447 (Tex. App. Austin Oct. 12, 1994), writ granted No. 95-0003 (Tex. 1995), rev'd, 917 S.W.2d 779, 11 I.E.R. Cas. (BNA) 641, 1996 Tex. LEXIS 10 (Tex. 1996), limited, City of Cockrell Hill v. Johnson, 48 S.W.3d 887, 2001 Tex. App. LEXIS 3815 (Tex. App. Fort Worth June 7, 2001).

Research References & Practice Aids

LAW REVIEWS

50 SMU L. Rev. 1513.

26 Tex. Tech L. Rev. 75.

Treatises

5-100 Texas Torts and Remedies § 100.21, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Mandatory Venue Exceptions, Texas Torts and Remedies.

Practice Guides

1-12 Dorsaneo, Texas Litigation Guide § 12.03, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Particular Types of Parties, Dorsaneo, Texas Litigation Guide.

1-12 Dorsaneo, Texas Litigation Guide § 12.130, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Governmental Units as Defendant, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.02, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Mandatory Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

25-424 Dorsaneo, Texas Litigation Guide § 424.51, Administrative Proceedings (Chs. 420-425), DIRECT JUDICIAL PROCEEDINGS, Resisting Government Controls, Dorsaneo, Texas Litigation Guide.

25-424 Dorsaneo, Texas Litigation Guide § 424.102, Administrative Proceedings (Chs. 420-425), DIRECT JUDICIAL PROCEEDINGS, Petition to Enjoin Enforcement of Penal Statute, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

Tex. Civ. Prac. & Rem. Code § 15.0151

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter B Mandatory Venue (§§ 15.011 — 15.030)

Sec. 15.0151. Certain Political Subdivisions.

(a) Except as provided by a law not contained in this chapter, an action against a political subdivision that is located in a county with a population of 100,000 or less shall be brought in the county in which the political subdivision is located. If the political subdivision is located in more than one county and the population of each county is 100,000 or less, the action shall be brought in any county in which the political subdivision is located.

(b) In this section, “political subdivision” means a governmental entity in this state, other than a county, that is not a state agency. The term includes a municipality, school or junior college district, hospital district, or any other special purpose district or authority.

History

Enacted by Acts 1997, 75th Leg., ch. 733 (H.B. 785), § 1, effective September 1, 1997.

Annotations

LexisNexis® Notes

Case Notes

Civil Procedure: Venue

Civil Procedure: Venue: Motions to Transfer

Civil Procedure: Joinder of Claims & Remedies: Misjoinder

Governments: Local Governments: Claims By & Against

Civil Procedure: Venue

Relator was entitled to mandamus relief to enforce a mandatory venue statute, because venue in a wrongful death case filed against a school district was proper in Jasper County, Texas, where the political subdivision was located and the specific events transpired. In re Kirbyville Consol. Indep. Sch. Dist., No. 09-19-00209-CV, 2019 Tex. App. LEXIS 6906 (Tex. App. Beaumont Aug. 8, 2019).

Civil Procedure: Venue: Motions to Transfer

Trial court did not abuse its discretion by severing the contractor's breach of contract claim against the school district; because the action against the district had to be brought in Brooks County under the general contract's venue provision, the trial court did not abuse its discretion in transferring the contractor's case against the district to Brooks County once the claim was severed. *In re Rigney Constr. & Dev., LLC*, No. 12-17-00370-CV, 2018 Tex. App. LEXIS 1026 (Tex. App. Tyler Feb. 6, 2018).

Civil Procedure: Joinder of Claims & Remedies: Misjoinder

Trial court did not abuse its discretion by severing the contractor's breach of contract claim against the school district; because the action against the district had to be brought in Brooks County under the general contract's venue provision, the trial court did not abuse its discretion in transferring the contractor's case against the district to Brooks County once the claim was severed. *In re Rigney Constr. & Dev., LLC*, No. 12-17-00370-CV, 2018 Tex. App. LEXIS 1026 (Tex. App. Tyler Feb. 6, 2018).

Governments: Local Governments: Claims By & Against

Relator was entitled to mandamus relief to enforce a mandatory venue statute, because venue in a wrongful death case filed against a school district was proper in Jasper County, Texas, where the political subdivision was located and the specific events transpired. *In re Kirbyville Consol. Indep. Sch. Dist.*, No. 09-19-00209-CV, 2019 Tex. App. LEXIS 6906 (Tex. App. Beaumont Aug. 8, 2019).

Research References & Practice Aids

Treatises

4-62 Texas Torts and Remedies § 62.02, TORT CLAIMS AGAINST PUBLIC ENTITIES AND EMPLOYEES, CIVIL RIGHTS ACTIONS, Jurisdiction and Venue, Texas Torts and Remedies.

Practice Guides

1-12 Dorsaneo, Texas Litigation Guide § 12.03, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Particular Types of Parties, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.02, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Mandatory Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

25-424 Dorsaneo, Texas Litigation Guide § 424.51, Administrative Proceedings (Chs. 420-425), DIRECT JUDICIAL PROCEEDINGS, Resisting Government Controls, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.0151

25-424 Dorsaneo, Texas Litigation Guide § 424.102, Administrative Proceedings (Chs. 420-425), DIRECT JUDICIAL PROCEEDINGS, Petition to Enjoin Enforcement of Penal Statute, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.016

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter B Mandatory Venue (§§ 15.011 — 15.030)

Sec. 15.016. Other Mandatory Venue.

An action governed by any other statute prescribing mandatory venue shall be brought in the county required by that statute.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See also Texas Rule of Civil Procedure 86.

Case Notes

Administrative Law: Judicial Review: Reviewability: Jurisdiction & Venue

Civil Procedure: Venue: General Overview

Civil Procedure: Venue: Individual Defendants

Civil Procedure: Venue: Motions to Transfer: Choice of Forum

Civil Procedure: Venue: Special Venue

Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus

Estate, Gift & Trust Law: Trusts: Trustees: General Overview

Family Law: Child Custody: Venue

Governments: Local Governments: Claims By & Against

Torts: Premises Liability & Property: General Premises Liability: Dangerous Conditions: General Overview

Torts: Public Entity Liability: Liability: State Tort Claims Acts: Venue

Administrative Law: Judicial Review: Reviewability: Jurisdiction & Venue

Lobbyist's right to appeal from a decision of the Texas Ethics Commission (TEC) fining him for failure to register accrued on the date he received the TEC's final decision, Tex. Gov't Code Ann. § 571.133(b), and this was the date his residence was to be determined for venue purposes; the lobbyist failed to show that he resided in Denton County as he claimed because his affidavit only stated that he worked there and had unlimited access to his parents' home there during the relevant time. Tex. Ethics Comm'n v. Sullivan, No. 02-15-00103-CV, 2015 Tex. App. LEXIS 11518 (Tex. App. Fort Worth Nov. 5, 2015).

Civil Procedure: Venue: General Overview

Real parties provided no authority indicating that Tex. Civ. Prac. & Rem. Code Ann. § 15.016 was subverted via Tex. Civ. Prac. & Rem. Code Ann. § 15.005; Tex. Civ. Prac. & Rem. Code Ann. § 15.016 requires that the mandatory venue provisions in Tex. Prop. Code Ann. § 115.002 prevail over Tex. Civ. Prac. & Rem. Code Ann. § 15.011, and the court does not find that Tex. Civ. Prac. & Rem. Code Ann. § 15.005 changes this analysis. In re J.P. Morgan Chase Bank, N.A., 373 S.W.3d 615, 2012 Tex. App. LEXIS 2815 (Tex. App. San Antonio Apr. 11, 2012, no pet.).

Because Tex. Prop. Code Ann. § 115.002 originates from outside of Tex. Civ. Prac. & Rem. Code Ann. ch. 15, the court looks to Tex. Civ. Prac. & Rem. Code Ann. § 15.016; Tex. Prop. Code Ann. § 115.002 is a mandatory venue provision, and therefore, Tex. Civ. Prac. & Rem. Code Ann. § 15.016 requires that the mandatory venue provisions in Tex. Prop. Code Ann. § 115.002 prevail over Tex. Civ. Prac. & Rem. Code Ann. § 15.011. In re J.P. Morgan Chase Bank, N.A., 373 S.W.3d 615, 2012 Tex. App. LEXIS 2815 (Tex. App. San Antonio Apr. 11, 2012, no pet.).

Civil Procedure: Venue: Individual Defendants

Lobbyist's right to appeal from a decision of the Texas Ethics Commission (TEC) fining him for failure to register accrued on the date he received the TEC's final decision, Tex. Gov't Code Ann. § 571.133(b), and this was the date his residence was to be determined for venue purposes; the lobbyist failed to show that he resided in Denton County as he claimed because his affidavit only stated that he worked there and had unlimited access to his parents' home there during the relevant time. Tex. Ethics Comm'n v. Sullivan, No. 02-15-00103-CV, 2015 Tex. App. LEXIS 11518 (Tex. App. Fort Worth Nov. 5, 2015).

Civil Procedure: Venue: Motions to Transfer: Choice of Forum

School district was a governmental unit under the Tort Claims Act, which contained a mandatory venue provision, and the injured parties' claim against the district was under the tort claims act; the injured parties' claim against the district was subject to the mandatory venue provision of and suit had be brought in the county where the cause of action arose, which was Denton County, because the company and individual met the requirements of Tex. R. Civ. P. 86 and 87. In re Hubbard, No. 05-14-00608-CV, 2014 Tex. App. LEXIS 9162 (Tex. App. Dallas Aug. 19, 2014).

Civil Procedure: Venue: Special Venue

Venue was mandatory in Harris County under Tex. Prop. Code Ann. § 115.002 in this suit against a trustee since under the plain language of Tex. Prop. Code Ann. § 115.001, § 115.002 applied to all proceedings by or against a trustee, and the trust was administered in Harris County during the four years preceding the filing of the suit and the trustee resided there; as § 115.002 was a mandatory-venue provision, this section provided that § 115.002 prevailed over Tex. Civ. Prac. & Rem. Code Ann. § 15.011. In re Wheeler, 441 S.W.3d 430, 2014 Tex. App. LEXIS 1065 (Tex. App. Waco Jan. 30, 2014, no pet.).

When an executor sought a declaratory judgment that mineral interests under land devised to a county did not belong to the county, the county was entitled to a writ of mandamus requiring a judge to grant the county's motion to transfer venue to that county because (1) Tex. Civ. Prac. & Rem. Code Ann. § 15.015 required, without exception, that any action against a county be brought in that county, and (2) the declaratory judgment action was an action against the county, since the action was a judicial proceeding which, if pursued, could result in a judgment against the county. In re San Jacinto County, 416 S.W.3d 639, 2013 Tex. App. LEXIS 11844 (Tex. App. Houston 14th Dist. Sept. 19, 2013, no pet.).

Corporate trustee was entitled to transfer venue pursuant to Tex. Prop. Code Ann. § 115.002 in a suit against the trustee challenging the validity of a deed to land that was the subject of a mineral lease. Section 115.002 prevailed over Tex. Civ. Prac. & Rem. Code Ann. §§ 15.004, 15.011 in accordance with Tex. Civ. Prac. & Rem. Code Ann. § 15.016. In re J.P. Morgan Chase Bank, N.A., 373 S.W.3d 610, 2012 Tex. App. LEXIS 2814 (Tex. App. San Antonio Apr. 11, 2012, no pet.).

In a dispute involving a lease of mineral interests owned by a trust, the county in which real party in interest lessee brought suit was the county of mandatory venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 where the real estate assets and mineral interests at issue were located in that county, and where the venue provisions of Tex. Prop. Code Ann. §§ 115.001, 115.002(c) were inapplicable to the dispute because real party's causes of action against relator lessors for trespass to try title, fraud, fraud in a real estate transaction, negligent misrepresentation, tortious interference, civil conspiracy, and specific performance were not enumerated in § 115.001(a) and did not fall within its scope. Because the underlying lawsuit did not fall within the scope of § 115.001, or by extension, the mandatory venue provision of § 115.002, relators were not entitled to mandamus relief from the trial court's refusal to grant their motion to transfer venue. In re J.P. Morgan Chase Bank, N.A., 361 S.W.3d 703, 2011 Tex. App. LEXIS 9601 (Tex. App. Corpus Christi Dec. 5, 2011, no pet.).

Chapter 15 of the Civil Practice and Remedies Code includes a mandatory venue provision for an action governed by any other statute prescribing mandatory venue, Tex. Civ. Prac. & Rem. Code Ann. § 15.016, and Tex. Lab. Code Ann. § 410.252(b) prescribes mandatory venue in worker's compensation cases. Therefore, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, a party may, but need not, apply for a writ of mandamus to enforce § 410.252(b). Campos v. Tex. Prop. & Cas. Ins. Guar. Ass'n, 282 S.W.3d 226, 2009 Tex. App. LEXIS 2060 (Tex. App. Austin Mar. 26, 2009, no pet.).

Tex. Civ. Prac. & Rem. Code Ann. § 15.016, the general venue provision, is not an exception to Tex. Civ. Prac. & Rem. Code Ann. § 15.015, which required that suits against a county be brought in that county. In re Fort Bend County, 278 S.W.3d 842, 2009 Tex. App. LEXIS 668 (Tex. App. Houston 14th Dist. Feb. 3, 2009, no pet.).

Tex. Civ. Prac. & Rem. Code § 15.016

Because a suit for defamation and other tort claims was primarily injunctive, mandatory venue was in the county where a defendant who was a natural person resided; Tex. Civ. Prac. & Rem. Code Ann. § 65.023, as a mandatory venue provision, prevailed over the venue provision for defamation actions in Tex. Civ. Prac. & Rem. Code Ann. § 15.017, in accordance with Tex. Civ. Prac. & Rem. Code Ann. § 15.016. *In re Dole Food Co.*, 256 S.W.3d 851, 2008 Tex. App. LEXIS 4219 (Tex. App. Beaumont June 12, 2008, no pet.).

Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus

In a dispute involving a lease of mineral interests owned by a trust, the county in which real party in interest lessee brought suit was the county of mandatory venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 where the real estate assets and mineral interests at issue were located in that county, and where the venue provisions of Tex. Prop. Code Ann. §§ 115.001, 115.002(c) were inapplicable to the dispute because real party's causes of action against relator lessors for trespass to try title, fraud, fraud in a real estate transaction, negligent misrepresentation, tortious interference, civil conspiracy, and specific performance were not enumerated in § 115.001(a) and did not fall within its scope. Because the underlying lawsuit did not fall within the scope of § 115.001, or by extension, the mandatory venue provision of § 115.002, relators were not entitled to mandamus relief from the trial court's refusal to grant their motion to transfer venue. *In re J.P. Morgan Chase Bank, N.A.*, 361 S.W.3d 703, 2011 Tex. App. LEXIS 9601 (Tex. App. Corpus Christi Dec. 5, 2011, no pet.).

Transfer to another county was improperly denied under Tex. Fam. Code Ann. § 155.201(b) because an attorney's action to enforce the payment of fees previously awarded constituted a suit affecting the parent-child relationship, and a father offered proof that a child had lived in one county for more than six months before the proceeding was filed. The failure to transfer was an abuse of discretion, and mandamus was the appropriate remedy. *In re Silverman*, No. 03-09-00074-CV, 2009 Tex. App. LEXIS 2854 (Tex. App. Austin Apr. 24, 2009).

Chapter 15 of the civil practice and remedies code includes a mandatory venue provision for an action governed by any other statute prescribing mandatory venue, Tex. Civ. Prac. & Rem. Code Ann. § 15.016, and Tex. Lab. Code Ann. § 410.252(b) prescribes mandatory venue in worker's compensation cases. Therefore, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, a party may, but need not, apply for a writ of mandamus to enforce § 410.252(b). *Campos v. Tex. Prop. & Cas. Ins. Guar. Ass'n for Reliance Nat'l Ins. Co.*, No. 03-06-00631-CV, 2008 Tex. App. LEXIS 7483 (Tex. App. Austin Aug. 28, 2008), op. withdrawn, sub. op., 282 S.W.3d 226, 2009 Tex. App. LEXIS 2060 (Tex. App. Austin Mar. 26, 2009).

Estate, Gift & Trust Law: Trusts: Trustees: General Overview

Venue was mandatory in Harris County under Tex. Prop. Code Ann. § 115.002 in this suit against a trustee since under the plain language of Tex. Prop. Code Ann. § 115.001, § 115.002 applied to all proceedings by or against a trustee, and the trust was administered in Harris County during the four years preceding the filing of the suit and the trustee resided there; as § 115.002 was a mandatory-venue provision, this section provided that § 115.002 prevailed over Tex. Civ. Prac. & Rem. Code Ann. § 15.011. *In re Wheeler*, 441 S.W.3d 430, 2014 Tex. App. LEXIS 1065 (Tex. App. Waco Jan. 30, 2014, no pet.).

Family Law: Child Custody: Venue

Transfer to another county was improperly denied under Tex. Fam. Code Ann. § 155.201(b) because an attorney's action to enforce the payment of fees previously awarded constituted a suit affecting the parent-child relationship, and a father offered proof that a child had lived in one county for more than six months before the proceeding was filed. The failure to transfer was an abuse of discretion, and mandamus was the appropriate remedy. *In re Silverman*, No. 03-09-00074-CV, 2009 Tex. App. LEXIS 2854 (Tex. App. Austin Apr. 24, 2009).

Governments: Local Governments: Claims By & Against

When an executor sought a declaratory judgment that mineral interests under land devised to a county did not belong to the county, the county was entitled to a writ of mandamus requiring a judge to grant the county's motion to transfer venue to that county because (1) Tex. Civ. Prac. & Rem. Code Ann. § 15.015 required, without exception, that any action against a county be brought in that county, and (2) the declaratory judgment action was an action against the county, since the action was a judicial proceeding which, if pursued, could result in a judgment against the county. *In re San Jacinto County*, 416 S.W.3d 639, 2013 Tex. App. LEXIS 11844 (Tex. App. Houston 14th Dist. Sept. 19, 2013, no pet.).

Tex. Civ. Prac. & Rem. Code Ann. § 15.016, the general venue provision, is not an exception to Tex. Civ. Prac. & Rem. Code Ann. § 15.015, which required that suits against a county be brought in that county. *In re Fort Bend County*, 278 S.W.3d 842, 2009 Tex. App. LEXIS 668 (Tex. App. Houston 14th Dist. Feb. 3, 2009, no pet.).

Torts: Premises Liability & Property: General Premises Liability: Dangerous Conditions: General Overview

Because a complaint alleging premises or special defect as to a roadway and bridge did not allege that inspection and maintenance activities were actively ongoing at the time of the accident, venue could not be maintained pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.016, outside the county where the accident occurred; moreover, allegations of injury by traffic control device under Tex. Civ. Prac. & Rem. Code Ann. § 101.060 did not comprise a cause of action separate and apart from premises defect, and joint enterprise allegations likewise did not change the nature of the claims, so mandamus relief requiring a change of venue was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642. *In re Tex. DOT*, 218 S.W.3d 74, 2007 Tex. LEXIS 206 (Tex. 2007).

Torts: Public Entity Liability: Liability: State Tort Claims Acts: Venue

School district was a governmental unit under the Tort Claims Act, which contained a mandatory venue provision, and the injured parties' claim against the district was under the tort claims act; the injured parties' claim against the district was subject to the mandatory venue provision of and suit had be brought in the county where the cause of action arose, which was Denton County, because the company and individual met the requirements of Tex. R. Civ. P. 86 and 87. *In re Hubbard*, No. 05-14-00608-CV, 2014 Tex. App. LEXIS 9162 (Tex. App. Dallas Aug. 19, 2014).

Because a complaint alleging premises or special defect as to a roadway and bridge did not allege that inspection and maintenance activities were actively ongoing at the time of the accident, venue could not be maintained pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.016, outside the county where the accident occurred; moreover, allegations of injury by traffic control device under Tex. Civ. Prac. & Rem. Code Ann. § 101.060 did not comprise a cause of action separate and apart from premises defect, and joint enterprise allegations likewise did not change the nature of the claims, so mandamus relief requiring a change of venue was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642. *In re Tex. DOT*, 218 S.W.3d 74, 2007 Tex. LEXIS 206 (Tex. 2007).

Research References & Practice Aids

Treatises

5-81 Texas Real Estate Guide § 81.03, LITIGATION: CONSTRUCTION, MECHANIC'S AND MATERIALMEN'S LIENS, Public Improvements, Texas Real Estate Guide.

Texas Family Law: Practice and Procedure C1.01, INITIATING ACTION FOR DISSOLUTION OF MARRIAGE, DETERMINING JURISDICTION AND VENUE, Determining Venue, Texas Family Law: Practice and Procedure.

Texas Family Law: Practice and Procedure I1.01, MODIFYING AND ENFORCING SPOUSAL SUPPORT, MODIFYING SPOUSAL SUPPORT, Commencing Proceedings to Modify Spousal Support, Texas Family Law: Practice and Procedure.

5-100 Texas Torts and Remedies § 100.21, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Mandatory Venue Exceptions, Texas Torts and Remedies.

Practice Guides

1-12 Dorsaneo, Texas Litigation Guide § 12.03, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Particular Types of Parties, Dorsaneo, Texas Litigation Guide.

1-12 Dorsaneo, Texas Litigation Guide § 12.130, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Governmental Units as Defendant, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.02, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Mandatory Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

13-202 Dorsaneo, Texas Litigation Guide § 202.02, Pleadings in Business Entity Litigation (Chs. 160-205), Business Relationships (Chs. 200-205), Elements of Nonpreempted State Causes of Action, Dorsaneo, Texas Litigation Guide.

13-202 Dorsaneo, Texas Litigation Guide § 202.201, Pleadings in Business Entity Litigation (Chs. 160-205), Business Relationships (Chs. 200-205), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

18-271 Dorsaneo, Texas Litigation Guide § 271.03, Pleadings in Real Estate Litigation (Chs. 250-285), Improvement of Realty (Chs. 270-271), Public Improvements, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.017

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter B Mandatory Venue (§§ 15.011 — 15.030)

Sec. 15.017. Libel, Slander, or Invasion of Privacy.

A suit for damages for libel, slander, or invasion of privacy shall be brought and can only be maintained in the county in which the plaintiff resided at the time of the accrual of the cause of action, or in the county in which the defendant resided at the time of filing suit, or in the county of the residence of defendants, or any of them, or the domicile of any corporate defendant, at the election of the plaintiff.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See also Texas Rule of Civil Procedure 86.

Case Notes

Civil Procedure: Venue: General Overview

Civil Procedure: Venue: Motions to Transfer

Civil Procedure: Venue: Motions to Transfer: General Overview**Civil Procedure: Venue: Multiparty Litigation****Civil Procedure: Venue: Special Venue****Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus****Real Property Law: Title Quality: Adverse Claim Actions: Quiet Title Actions****Torts: Business Torts: Slander of Title: General Overview****Torts: Intentional Torts: Defamation: Elements: General Overview****Civil Procedure: Venue: General Overview**

Based on the caretaker's pleading of a claim for slander, as well as her allegation that the decedent resided in Harris County, the caretaker provided prima facie proof that venue of the underlying litigation was both proper and mandatory in Harris County. *In re Hannah*, 431 S.W.3d 801, 2014 Tex. App. LEXIS 5077 (Tex. App. Houston 14th Dist. May 13, 2014, no pet.).

Civil Procedure: Venue: Motions to Transfer

Relator was not entitled to mandamus review to enforce a mandatory venue statute because the relator did not show the statute applied, as real parties in interest showed the parties did not reside in the county where suit was filed or have a principal office there and showed the relator's pleadings established venue in another county, and the relator's rebuttal evidence did not show the real parties in interest had a principal office in the county where suit was filed. *In re Beasley*, No. 05-18-00382-CV, 2018 Tex. App. LEXIS 3227 (Tex. App. Dallas May 8, 2018).

Civil Procedure: Venue: Motions to Transfer: General Overview

In a suit brought by employees alleging slander, invasion of privacy, and other torts by their former employer, venue under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.006, 15.017 was in the county where they lived during their employment, not a county where they had previously lived. Because the evidence did not establish that the employees had a second residence for venue purposes, they did not produce prima facie proof of residence under Tex. R. Civ. P. 87(3)(c) in the county where they brought suit. The employer's specific denial was sufficient under Rule 87(3)(a). *In re Socorro Indep. Sch. Dist.*, No. 13-09-00500-CV, 2010 Tex. App. LEXIS 2126 (Tex. App. Corpus Christi Mar. 22, 2010).

Motion to transfer venue was properly granted in a civil suit filed by an inmate relating to the inclusion of his blood in a state database because venue was mandatory in the county where the inmate was housed; Tex. Civ. Prac. & Rem. Code Ann. § 15.017 did not apply because no damages were sought. *Johnson v. Davis*, 178 S.W.3d 230, 2005 Tex. App. LEXIS 5837 (Tex. App. Houston 14th Dist. July 26, 2005, no pet.).

Change in venue was mandated by Tex. Civ. Prac. & Rem. Code Ann. § 15.017 because all individual defendants except one resided in the new venue county, where the cause of action asserted by plaintiff arose; the sole defendant left in the old venue county was not a proper defendant to the action. *Acker v. Denton Publ. Co.*, 937 S.W.2d 111, 1996 Tex. App. LEXIS 5716 (Tex. App. Fort Worth Dec. 19, 1996, no writ).

Evidence did not show that a detective was acting in the scope of his employment with a grocery store when he questioned the minor child regarding a theft, and minor child and his father failed to show that venue was maintainable in Bexar County under former Tex. Rev. Civ. Stat. Ann. art. 1995 (now Tex. Civ. Prac. & Rem. Code

Ann. § 15.017). *H. E. Butt Grocery Co. v. Neely*, 417 S.W.2d 759, 1967 Tex. App. LEXIS 2043 (Tex. Civ. App. San Antonio July 31, 1967, no writ).

Civil Procedure: Venue: Multiparty Litigation

Motion to transfer venue was properly granted in a civil suit filed by an inmate relating to the inclusion of his blood in a state database because venue was mandatory in the county where the inmate was housed; Tex. Civ. Prac. & Rem. Code Ann. § 15.017 did not apply because no damages were sought. *Johnson v. Davis*, 178 S.W.3d 230, 2005 Tex. App. LEXIS 5837 (Tex. App. Houston 14th Dist. July 26, 2005, no pet.).

Evidence did not show that a detective was acting in the scope of his employment with a grocery store when he questioned the minor child regarding a theft, and minor child and his father failed to show that venue was maintainable in Bexar County under former Tex. Rev. Civ. Stat. Ann. art. 1995 (now Tex. Civ. Prac. & Rem. Code Ann. § 15.017). *H. E. Butt Grocery Co. v. Neely*, 417 S.W.2d 759, 1967 Tex. App. LEXIS 2043 (Tex. Civ. App. San Antonio July 31, 1967, no writ).

Where plaintiff brought a slander action in his county of residence, Bexar County, and one of the corporate and two of the individual defendants were residents of Guadalupe County, the pleas of privilege of the non-resident corporate defendant and one of the non-resident individual defendants were reversed because plaintiff established the venue facts required by former Tex. Rev. Civ. Stat. Ann. art. 1995, § 29, (see now Tex. Civ. Prac. & Rem. Code Ann. 15.017) namely that a cause of action for libel or slander accrued on a certain date, and that the plaintiff resided in the county where suit is filed upon that date. 1976 Tex. App. LEXIS 2546.

Civil Procedure: Venue: Special Venue

Trial court erred in refusing to apply the mandatory venue provision applicable to defamation claims, Tex. Civ. Prac. & Rem. Code Ann. § 15.017, where the company's venue facts were taken as true because the employee did not specifically deny them, Tex. R. Civ. P. 87(3)(a), and his amended petitions were not before the court for its consideration. *In re Fluor Enters.*, No. 13-11-00260-CV, 2011 Tex. App. LEXIS 4496 (Tex. App. Corpus Christi June 13, 2011).

In a suit brought by employees alleging slander, invasion of privacy, and other torts by their former employer, venue under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.006, 15.017 was in the county where they lived during their employment, not a county where they had previously lived. Because the evidence did not establish that the employees had a second residence for venue purposes, they did not produce prima facie proof of residence under Tex. R. Civ. P. 87(3)(c) in the county where they brought suit. The employer's specific denial was sufficient under Rule 87(3)(a). *In re Socorro Indep. Sch. Dist.*, No. 13-09-00500-CV, 2010 Tex. App. LEXIS 2126 (Tex. App. Corpus Christi Mar. 22, 2010).

Because a suit for defamation and other tort claims was primarily injunctive, mandatory venue was in the county where a defendant who was a natural person resided; Tex. Civ. Prac. & Rem. Code Ann. § 65.023, as a mandatory venue provision, prevailed over the venue provision for defamation actions in Tex. Civ. Prac. & Rem. Code Ann. § 15.017, in accordance with Tex. Civ. Prac. & Rem. Code Ann. § 15.016. *In re Dole Food Co.*, 256 S.W.3d 851, 2008 Tex. App. LEXIS 4219 (Tex. App. Beaumont June 12, 2008, no pet.).

Conditional writ of mandamus was granted under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642 because the trial court abused its discretion in finding that a surgeon's complaint against a hospital for breach of contract and slander did not support a slander claim, and transferring venue on that basis to the county where the contract was to be performed because the surgeon properly pled a slander claim against the hospital in that it told the surgeon's patients and colleagues that the surgeon had not left any contact information when the surgeon in fact did leave contact information; because Tex. Civ. Prac. & Rem. Code Ann. § 15.017 was a mandatory venue statute, the claim was properly filed in the surgeon's county of residence and under Tex. R. Civ. P. 87(3)(a), the surgeon was

not required to support the cause of action by prima facie proof. In re Jennings, 203 S.W.3d 32, 2006 Tex. App. LEXIS 5127 (Tex. App. San Antonio June 14, 2006, no pet.).

Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus

Relator was not entitled to mandamus review to enforce a mandatory venue statute because the relator did not show the statute applied, as real parties in interest showed the parties did not reside in the county where suit was filed or have a principal office there and showed the relator's pleadings established venue in another county, and the relator's rebuttal evidence did not show the real parties in interest had a principal office in the county where suit was filed. In re Beasley, No. 05-18-00382-CV, 2018 Tex. App. LEXIS 3227 (Tex. App. Dallas May 8, 2018).

Real Property Law: Title Quality: Adverse Claim Actions: Quiet Title Actions

With respect to an action to quiet title to real property, Tex. Civ. Prac. & Rem. Code Ann. § 15.017 was not the applicable venue provision because: (1) Tex. Civ. Prac. & Rem. Code Ann. § 15.017 applied to actions for slander, not slander of title; (2) in any case, the plaintiff failed to address any of the elements of slander of title in his pleadings; and (3) the action fell squarely within the mandatory venue provision set forth in Tex. Civ. Prac. & Rem. Code Ann. § 15.011. In re Hogan Family Trust III, No. 13-07-691-CV, 2008 Tex. App. LEXIS 1876 (Tex. App. Corpus Christi Mar. 13, 2008).

Torts: Business Torts: Slander of Title: General Overview

With respect to an action to quiet title to real property, Tex. Civ. Prac. & Rem. Code Ann. § 15.017 was not the applicable venue provision because: (1) Tex. Civ. Prac. & Rem. Code Ann. § 15.017 applied to actions for slander, not slander of title; (2) in any case, the plaintiff failed to address any of the elements of slander of title in his pleadings; and (3) the action fell squarely within the mandatory venue provision set forth in Tex. Civ. Prac. & Rem. Code Ann. § 15.011. In re Hogan Family Trust III, No. 13-07-691-CV, 2008 Tex. App. LEXIS 1876 (Tex. App. Corpus Christi Mar. 13, 2008).

Torts: Intentional Torts: Defamation: Elements: General Overview

Trial court erred in refusing to apply the mandatory venue provision applicable to defamation claims, Tex. Civ. Prac. & Rem. Code Ann. § 15.017, where the company's venue facts were taken as true because the employee did not specifically deny them, Tex. R. Civ. P. 87(3)(a), and his amended petitions were not before the court for its consideration. In re Fluor Enters., No. 13-11-00260-CV, 2011 Tex. App. LEXIS 4496 (Tex. App. Corpus Christi June 13, 2011).

Research References & Practice Aids

LAW REVIEWS

46 Baylor L. Rev. 683.

51 SMU L. Rev. 1383.

Treatises

5-100 Texas Torts and Remedies § 100.20, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, General Venue Rule, Texas Torts and Remedies.

5-100 Texas Torts and Remedies § 100.21, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Mandatory Venue Exceptions, Texas Torts and Remedies.

5-100 Texas Torts and Remedies § 100.25, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Procedural Aspects of Challenging Venue, Texas Torts and Remedies.

Practice Guides

1-12 Dorsaneo, Texas Litigation Guide § 12.04, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Jurisdiction and Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.02, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Mandatory Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.20, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Procedure When Party Seeks to Transfer Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.120, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Plaintiff's Response to Motion to Transfer on Improper Venue Grounds, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

20-333 Dorsaneo, Texas Litigation Guide § 333.40, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Venue, Dorsaneo, Texas Litigation Guide.

20-333 Dorsaneo, Texas Litigation Guide § 333.51, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Preparing Plaintiff's Original Petition, Dorsaneo, Texas Litigation Guide.

20-333 Dorsaneo, Texas Litigation Guide § 333.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Plaintiff's Original Petition—Private Individual Suing Non-Media Defendant, Dorsaneo, Texas Litigation Guide.

20-333 Dorsaneo, Texas Litigation Guide § 333.200, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), State Statutes and Rules, Dorsaneo, Texas Litigation Guide.

20-335 Dorsaneo, Texas Litigation Guide § 335.50, Pleadings in Personal Injury Litigation (Chs. 290-351), Intentional Torts (Chs. 330-337), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.018

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter B Mandatory Venue (§§ 15.011 — 15.030)

Sec. 15.018. Federal Employers' Liability Act.

(a) This section only applies to suits brought under the federal Employers' Liability Act (45 U.S.C. Section 51 et seq.).

(b) All suits brought under the federal Employers' Liability Act shall be brought:

- (1) in the county in which all or a substantial part of the events or omissions giving rise to the claim occurred;
- (2) in the county where the defendant's principal office in this state is located; or
- (3) in the county where the plaintiff resided at the time the cause of action accrued.

History

Enacted by Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 2, effective August 28, 1995; am. Acts 2007, 80th Leg., ch. 203 (H.B. 1602), § 1, effective May 24, 2007.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Editor's Notes.

A former Section 15.018, relating to inmate litigation, was renumbered as Section 15.019 by Acts 1997, 75th Leg., ch. 165 (S.B.898), § 31.01(3), effective September 1, 1997.

1995 Notes:

See note following § 15.001.

Venue under this section applies only to a suit commenced on or after January 1, 1996. Venue under for a suit commenced before January 1, 1996, is governed by the law applicable to the suit immediately before August 28, 1995, and that law is continued in effect for that purpose. Acts 1995, 74th Leg., ch. 138 § 11(b).

Amendment Notes

2007 amendment, deleted “and Jones Act” after “Act” in the section heading; deleted “or the Jones Act (46 U.S.C. Section 688)” after “et seq.” in (a); and deleted “or the Jones Act” after “Act” in the introductory language of (b).

Applicability.

Acts 2007, 80th Leg., ch. 203 (H.B. 1602), § 3 provides: “The change in law made by this Act applies only to an action commenced on or after the effective date of this Act [May 24, 2007]. An action commenced before the effective date of this Act is governed by the law in effect immediately before the effective date of this Act, and that law is continued in effect for that purpose.”

Case Notes

Civil Procedure: Venue: Special Venue

Civil Procedure: Parties: Joinder: Permissive Joinder

Torts: Transportation Torts: Rail Transportation: General Overview

Civil Procedure: Venue: Special Venue

Railroad worker whose personal injury cause of action arose under the Federal Employers' Liability Act did not meet his burden of establishing all four elements required by Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) for joinder based on his claim that he had an essential need to have his case tried in a certain county because his key witness, his automobile passenger, was only available to testify in that county because the worker failed to establish that it was indispensably necessary to try his claim in the claimed county. The passenger's assertion that he would only testify for the worker if his case was tried in that county failed to rise to the level of prima facie evidence on the issue of unavailability because the worker had the ability to subpoena the passenger to appear at a trial in either of the venues requested by the opposing party, which were both within 150 miles from the location of the passenger's residence. *Renzenberger, Inc. v. O'Bryant*, No. 13-05-00090-CV, 2005 Tex. App. LEXIS 4414 (Tex. App. Corpus Christi June 9, 2005).

Civil Procedure: Parties: Joinder: Permissive Joinder

Railroad worker whose personal injury cause of action arose under the Federal Employers' Liability Act did not meet his burden of establishing all four elements required by Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) for joinder based on his claim that he had an essential need to have his case tried in a certain county because his key witness, his automobile passenger, was only available to testify in that county because the worker failed to establish that it was indispensably necessary to try his claim in the claimed county. The passenger's assertion that he would only testify for the worker if his case was tried in that county failed to rise to the level of prima facie evidence on the issue of unavailability because the worker had the ability to subpoena the passenger to appear at a trial in either of the venues requested by the opposing party, which were both within 150 miles from the location of the passenger's

residence. *Renzenberger, Inc. v. O'Bryant*, No. 13-05-00090-CV, 2005 Tex. App. LEXIS 4414 (Tex. App. Corpus Christi June 9, 2005).

Torts: Transportation Torts: Rail Transportation: General Overview

Railroad worker whose personal injury cause of action arose under the Federal Employers' Liability Act did not meet his burden of establishing all four elements required by Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a) for joinder based on his claim that he had an essential need to have his case tried in a certain county because his key witness, his automobile passenger, was only available to testify in that county because the worker failed to establish that it was indispensably necessary to try his claim in the claimed county. The passenger's assertion that he would only testify for the worker if his case was tried in that county failed to rise to the level of prima facie evidence on the issue of unavailability because the worker had the ability to subpoena the passenger to appear at a trial in either of the venues requested by the opposing party, which were both within 150 miles from the location of the passenger's residence. *Renzenberger, Inc. v. O'Bryant*, No. 13-05-00090-CV, 2005 Tex. App. LEXIS 4414 (Tex. App. Corpus Christi June 9, 2005).

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.0181

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter B Mandatory Venue (§§ 15.011 — 15.030)

Sec. 15.0181. Jones Act.

(a)In this section:

(1)“Coastal county” means:

(A)a county in a coastal area, as defined by Section 33.004, Natural Resources Code; or

(B)a county having a United States Customs port through which waterborne freight is transported.

(2)“Coastal erosion” means the loss of land, marshes, wetlands, beaches, or other coastal features because of the actions of wind, waves, tides, storm surges, subsidence, or other forces.

(3)“Erosion response project” means an action intended to address or mitigate coastal erosion, including beach nourishment, sediment management, beneficial use of dredged material, creation or enhancement of a dune, wetland, or marsh, and construction of a breakwater, bulkhead, groin, jetty, or other structure.

(4)“Gulf Coast state” means Louisiana, Mississippi, Alabama, or Florida.

(5)“Inland waters” means the navigable waters shoreward of the navigational demarcation lines dividing the high seas from harbors, rivers, the Gulf Intracoastal Waterway, and other inland waters of Texas, Louisiana, Mississippi, Alabama, Arkansas, Tennessee, Missouri, Illinois, Kentucky, or Indiana or of Florida along the Gulf of Mexico shoreline of Florida from the Florida-Alabama border down to and including the shoreline of Key West, Florida. The term does not include the Great Lakes.

(b)This section applies only to suits brought under the Jones Act (46 U.S.C. Section 30104).

(c)Except as provided by this section, a suit brought under the Jones Act shall be brought:

(1)in the county where the defendant’s principal office in this state is located;

(2)in the county in which all or a substantial part of the events or omissions giving rise to the claim occurred; or

(3)in the county where the plaintiff resided at the time the cause of action accrued.

(d)If all or a substantial part of the events or omissions giving rise to the claim occurred on the inland waters of this state, ashore in this state, or during the course of an erosion response project in this state, the suit shall be brought:

(1)in the county in which all or a substantial part of the events giving rise to the claim occurred; or

(2)in the county where the defendant’s principal office in this state is located.

(e)If all or a substantial part of the events or omissions giving rise to the claim occurred on inland waters outside this state, ashore in a Gulf Coast state, or during the course of an erosion response project in a Gulf Coast state, the suit shall be brought:

- (1) in the county where the defendant's principal office in this state is located if the defendant's principal office in this state is located in a coastal county;
- (2) in Harris County unless the plaintiff resided in Galveston County at the time the cause of action accrued;
- (3) in Galveston County unless the plaintiff resided in Harris County at the time the cause of action accrued; or
- (4) if the defendant does not have a principal office in this state located in a coastal county, in the county where the plaintiff resided at the time the cause of action accrued.

History

Enacted by Acts 2007, 80th Leg., ch. 203 (H.B. 1602), § 2, effective May 24, 2007; am. Acts 2009, 81st Leg., ch. 87 (S.B. 1969), § 5.001, effective September 1, 2009.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Amendment Notes

2009 amendment, substituted "Section 30104" for "Section 688" in (b).

Applicability.

Acts 2007, 80th Leg., ch. 203 (H.B. 1602), § 3 provides: "The change in law made by this Act applies only to an action commenced on or after the effective date of this Act [May 24, 2007]. An action commenced before the effective date of this Act is governed by the law in effect immediately before the effective date of this Act, and that law is continued in effect for that purpose."

Case Notes

Admiralty Law: Personal Injuries: Maritime Workers' Claims: Jones Act: Procedure: Removal & Venue

Civil Procedure: Venue: Motions to Transfer

Admiralty Law: Personal Injuries: Maritime Workers' Claims: Jones Act: Procedure: Removal & Venue

Where plaintiff sued a limited liability company (LLC) in Harris County under the Jones Act over injuries allegedly incurred in Louisiana inland waters, the LCC was not entitled to a writ of mandamus with respect to the trial court's denial of its motion to transfer venue to Montgomery County, because Tex. Civ. Prac. & Rem. Code Ann. § 15.0181(e)(2) allowed a plaintiff to establish venue in Harris County regardless of whether the defendant had a principal office in Texas located in a coastal county. In re DLS, L.L.C., 495 S.W.3d 313, 2016 Tex. App. LEXIS 4176 (Tex. App. Houston 14th Dist. Apr. 21, 2016, no pet.).

Employer's petition for writ of mandamus was denied because a trial court did not abuse its discretion when it refused to enforce a venue-selection agreement between an employee and the employer because (1) former Tex. Civ. Prac. & Rem. Code Ann. § 15.018 (now Tex. Civ. Prac. & Rem. Code Ann. § 15.0181), provided that the employee's Jones Act claim could have been brought in the county where the employee resided; (2) the Texas Supreme Court's recent decisions regarding forum-selection clauses, rejecting the "ouster" doctrine, did not supplant firmly established Texas law regarding the enforcement of venue-selection agreements that contravened a mandatory venue statute; and (3) Texas law prohibited parties from contracting away mandatory venue. In re Great Lakes Dredge & Dock Co., L.L.C., 251 S.W.3d 68, 27 I.E.R. Cas. (BNA) 80, 2008 Tex. App. LEXIS 281 (Tex. App. Corpus Christi Jan. 10, 2008, no pet.).

Civil Procedure: Venue: Motions to Transfer

Where plaintiff sued a limited liability company (LLC) in Harris County under the Jones Act over injuries allegedly incurred in Louisiana inland waters, the LCC was not entitled to a writ of mandamus with respect to the trial court's denial of its motion to transfer venue to Montgomery County, because Tex. Civ. Prac. & Rem. Code Ann. § 15.0181(e)(2) allowed a plaintiff to establish venue in Harris County regardless of whether the defendant had a principal office in Texas located in a coastal county. In re DLS, L.L.C., 495 S.W.3d 313, 2016 Tex. App. LEXIS 4176 (Tex. App. Houston 14th Dist. Apr. 21, 2016, no pet.).

Court abused its discretion in denying the motion to transfer venue in the suit under the Jones Act because the documents the seaman submitted did not constitute competent venue evidence as they were not properly authenticated by attachment to or incorporation by reference in proper affidavits, and the employer provided prima facie proof sufficient to support its allegation that venue was mandatory in Harris County. In re Atl. Sounding Co., No. 04-15-00407-CV, 2015 Tex. App. LEXIS 12449 (Tex. App. San Antonio Dec. 9, 2015).

Tex. Civ. Prac. & Rem. Code § 15.019

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter B Mandatory Venue (§§ 15.011 — 15.030)

Sec. 15.019. Inmate Litigation.

(a) Except as provided by Section 15.014, an action that accrued while the plaintiff was housed in a facility operated by or under contract with the Texas Department of Criminal Justice shall be brought in the county in which the facility is located.

(b) An action brought by two or more plaintiffs that accrued while the plaintiffs were housed in a facility operated by or under contract with the Texas Department of Criminal Justice shall be brought in a county in which a facility that housed one of the plaintiffs is located.

(c) This section does not apply to an action brought under the Family Code.

History

Enacted by Acts 1995, 74th Leg., ch. 378 (H.B. 1343), § 1, effective June 8, 1995; am. Acts 1997, 75th Leg., ch. 165 (S.B. 898), § 31.01(3), effective September 1, 1997 (renumbered from Sec. 15.018).

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

1995 Note:

See note following § 15.001.

Case Notes

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions: General Overview**Civil Procedure: Venue****Civil Procedure: Venue: General Overview****Civil Procedure: Venue: Individual Defendants****Civil Procedure: Venue: Motions to Transfer****Civil Procedure: Venue: Motions to Transfer: General Overview****Civil Procedure: Venue: Motions to Transfer: Choice of Forum****Civil Procedure: Venue: Multiparty Litigation****Civil Procedure: Venue: Special Venue****Civil Procedure: Parties: Prisoners****Civil Procedure: Parties: Prisoners: General Overview****Civil Procedure: Parties: Prisoners: Screening of Petitions****Civil Procedure: Dismissals: Involuntary Dismissals: General Overview****Civil Procedure: Remedies: Injunctions****Civil Rights Law: Prisoner Rights: Access to Courts****Criminal Law & Procedure: Postconviction Proceedings: Imprisonment****Governments: Legislation: Statutes of Limitations: Tolling****Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions: General Overview**

Inmate disregarded a mandatory venue provision and chose the wrong county for his suit; but, in his suit against non-governmental defendants, that decision raised a venue issue, not one of jurisdiction, such that the trial court possessed subject matter jurisdiction over the inmate's suit and the appellate court possessed jurisdiction over his appeal. *Johnson v. Cornelius*, No. 07-11-00091-CV, 2011 Tex. App. LEXIS 7762 (Tex. App. Amarillo Sept. 28, 2011).

Civil Procedure: Venue

There is nothing that would lead a court to depart from the unequivocal plain text of the statute, which requires inmates to bring any actions that accrue while they are housed in a facility operated by or under contract with the Texas Department of Criminal Justice in the county in which the facility is located. *In re Travelers Prop. Cas. Co. of Am.*, 485 S.W.3d 921, 2016 Tex. App. LEXIS 2680 (Tex. App. Dallas Mar. 15, 2016, no pet.).

Civil Procedure: Venue: General Overview

Litigant claimed that the trial court lacked jurisdiction over his civil suit because he filed it in a county other than its mandatory venue, for purposes of Tex. Civ. Prac. & Rem. Code Ann. § 15.019, but the court disagreed, because the trial court had jurisdiction. *Johnson v. Clark*, No. 07-11-00122-CV, No. 07-11-00334-CV, 2011 Tex. App. LEXIS

8593 (Tex. App. Amarillo Oct. 28, 2011); 07-11-00334-CV, 2011 Tex. App. LEXIS 8593 (Tex. App. Amarillo Oct. 28, 2011).

Travis County district court did not err in transferring the inmate's lawsuit to the Brazoria County district court under the mandatory venue provision, because the inmate's lawsuit arose from his complaint about his classification status at a Texas Department of Criminal Justice facility located in Brazoria County and that was where his lawsuit accrued. *Walker v. Livingston*, No. 01-08-00959-CV, 2009 Tex. App. LEXIS 9609 (Tex. App. Houston 1st Dist. Dec. 17, 2009).

Where an inmate was housed in Potter County, Tennessee, he erred by filing his tort suit against a corrections officer in the Fort Bend County District Court, Tennessee; the trial court was not deprived jurisdiction over the inmate's suit, because venue could be waived. *Scott v. Gallagher*, 209 S.W.3d 262, 2006 Tex. App. LEXIS 9511 (Tex. App. Houston 1st Dist. Nov. 2, 2006), reh'g denied, No. 01-05-00119-CV, 2007 Tex. App. LEXIS 485 (Tex. App. Houston 1st Dist. Jan. 18, 2007).

Civil Procedure: Venue: Individual Defendants

Although an inmate claimed that he filed his action in the wrong county, the court had previously held that filing suit in a different county instead of in the venue mandated by Tex. Civ. Prac. & Rem. Code Ann. § 15.019 did not deprive the trial court of subject matter jurisdiction or render the judgment void; thus, the trial court did not lack jurisdiction and its dismissal order under Tex. Civ. Prac. & Rem. Code Ann. § 14.003 was not void as claimed, and in addition, a plaintiff was not specifically allowed to file a motion to transfer venue if he improvidently brought suit in an improper county, as Tex. Civ. Prac. & Rem. Code Ann. § 15.063 gave defendants the option of challenging venue. *Scott v. Farrar*, No. 01-06-00395-CV, 2007 Tex. App. LEXIS 4277 (Tex. App. Houston 1st Dist. May 31, 2007).

Civil Procedure: Venue: Motions to Transfer

Trial court abused its discretion in an employee's action against relators, his former employer and its insurance carriers, for breach of the duties to defend and indemnify, civil conspiracy, and fraudulent inducement in denying relators' joint motion to transfer venue pursuant to the inmate litigation mandatory venue statute where relators established that venue was mandatory in Fannin County, Texas, for at least one of the employee's claims, as the evidence showed that the alleged false representations were made around the time of the employee's deposition when he was housed in a jail in that county, and where the employee did not establish that Dallas County, Texas, was a county of mandatory venue for any of his claims. *In re Travelers Prop. Cas. Co. of Am.*, 485 S.W.3d 921, 2016 Tex. App. LEXIS 2680 (Tex. App. Dallas Mar. 15, 2016, no pet.).

Civil Procedure: Venue: Motions to Transfer: General Overview

Venue was properly transferred under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 in a case involving inmate litigation because the claims were based on events that occurred in Newton County, and the pleadings did not establish that the inmate was incarcerated in Wichita County when his alleged causes of action accrued. *Tex. R. Civ. P. 257* did not support the inmate's argument that venue should not have been transferred because the inmate was not seeking a change in venue, and he did not provide any affidavits or unsworn declarations in support of either of his responses to the motions to transfer venue. *Roberts v. Allen*, No. 09-12-00339-CV, 2013 Tex. App. LEXIS 3966 (Tex. App. Beaumont Mar. 28, 2013).

Where an inmate filed his action alleging assault and battery in one county and defendants did not file a motion to transfer, venue became fixed in that county, notwithstanding that the inmate filed a motion to transfer venue, and the trial court therefore had authority to decide the inmate's claims and the defendants' challenges to the claims. *Scott v. McMillian*, No. 2-05-410-CV, 2006 Tex. App. LEXIS 4311 (Tex. App. Fort Worth May 18, 2006).

Tex. Civ. Prac. & Rem. Code § 15.019

Motion to transfer venue was properly granted in a civil suit filed by an inmate relating to the inclusion of his blood in a state database because venue was mandatory in the county where the inmate was housed; Tex. Civ. Prac. & Rem. Code Ann. § 15.017 did not apply because no damages were sought. *Johnson v. Davis*, 178 S.W.3d 230, 2005 Tex. App. LEXIS 5837 (Tex. App. Houston 14th Dist. July 26, 2005, no pet.).

Civil Procedure: Venue: Motions to Transfer: Choice of Forum

Transferring venue in an inmate's defamation, negligence, and conspiracy suit was error because the Tex. Civ. Prac. & Rem. Code Ann. § 65.023 did not apply to the inmate's suit, originally filed where the prison was located under the inmate litigation venue provision, because injunctive relief was ancillary to the monetary relief he sought. *Bovee v. Houston Press, L.P.*, No. 14-17-00008-CV, 2019 Tex. App. LEXIS 5013 (Tex. App. Houston 14th Dist. June 18, 2019).

Civil Procedure: Venue: Multiparty Litigation

Motion to transfer venue was properly granted in a civil suit filed by an inmate relating to the inclusion of his blood in a state database because venue was mandatory in the county where the inmate was housed; Tex. Civ. Prac. & Rem. Code Ann. § 15.017 did not apply because no damages were sought. *Johnson v. Davis*, 178 S.W.3d 230, 2005 Tex. App. LEXIS 5837 (Tex. App. Houston 14th Dist. July 26, 2005, no pet.).

Civil Procedure: Venue: Special Venue

Inmate disregarded a mandatory venue provision and chose the wrong county for his suit; but, in his suit against non-governmental defendants, that decision raised a venue issue, not one of jurisdiction, such that the trial court possessed subject matter jurisdiction over the inmate's suit and the appellate court possessed jurisdiction over his appeal. *Johnson v. Cornelius*, No. 07-11-00091-CV, 2011 Tex. App. LEXIS 7762 (Tex. App. Amarillo Sept. 28, 2011).

Where relator inmate was incarcerated in Potter County, Texas, the trial court did not lack jurisdiction over the suit he filed in Hale County, Texas, even though it was an improper venue under the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.019. *In re Johnson*, No. 07-10-00254-CV, 2011 Tex. App. LEXIS 4886 (Tex. App. Amarillo June 28, 2011).

In a challenge to a civil forfeiture proceeding, an argument that Tex. Civ. Prac. & Rem. Code Ann. § 15.019 applied to an inmate's case was not preserved for review because the issue was not raised before a trial court; moreover, Tex. Civ. Prac. & Rem. Code Ann. § 15.019 did not apply because the inmate was not incarcerated in the county where the lawsuit was filed at the time his cause of action arose. *Jackson v. Neal*, No. 13-07-00164-CV, 2009 Tex. App. LEXIS 370 (Tex. App. Corpus Christi Jan. 22, 2009).

Civil Procedure: Parties: Prisoners

Trial court abused its discretion in an employee's action against relators, his former employer and its insurance carriers, for breach of the duties to defend and indemnify, civil conspiracy, and fraudulent inducement in denying relators' joint motion to transfer venue pursuant to the inmate litigation mandatory venue statute where relators established that venue was mandatory in Fannin County, Texas, for at least one of the employee's claims, as the evidence showed that the alleged false representations were made around the time of the employee's deposition when he was housed in a jail in that county, and where the employee did not establish that Dallas County, Texas, was a county of mandatory venue for any of his claims. *In re Travelers Prop. Cas. Co. of Am.*, 485 S.W.3d 921, 2016 Tex. App. LEXIS 2680 (Tex. App. Dallas Mar. 15, 2016, no pet.).

Tex. Civ. Prac. & Rem. Code § 15.019

There is nothing that would lead a court to depart from the unequivocal plain text of the statute, which requires inmates to bring any actions that accrue while they are housed in a facility operated by or under contract with the Texas Department of Criminal Justice in the county in which the facility is located. *In re Travelers Prop. Cas. Co. of Am.*, 485 S.W.3d 921, 2016 Tex. App. LEXIS 2680 (Tex. App. Dallas Mar. 15, 2016, no pet.).

Civil Procedure: Parties: Prisoners: General Overview

Venue was properly transferred under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 in a case involving inmate litigation because the claims were based on events that occurred in Newton County, and the pleadings did not establish that the inmate was incarcerated in Wichita County when his alleged causes of action accrued. *Tex. R. Civ. P. 257* did not support the inmate's argument that venue should not have been transferred because the inmate was not seeking a change in venue, and he did not provide any affidavits or unsworn declarations in support of either of his responses to the motions to transfer venue. *Roberts v. Allen*, No. 09-12-00339-CV, 2013 Tex. App. LEXIS 3966 (Tex. App. Beaumont Mar. 28, 2013).

Where relator inmate was incarcerated in Potter County, Texas, the trial court did not lack jurisdiction over the suit he filed in Hale County, Texas, even though it was an improper venue under the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.019. *In re Johnson*, No. 07-10-00254-CV, 2011 Tex. App. LEXIS 4886 (Tex. App. Amarillo June 28, 2011).

In a challenge to a civil forfeiture proceeding, an argument that Tex. Civ. Prac. & Rem. Code Ann. § 15.019 applied to an inmate's case was not preserved for review because the issue was not raised before a trial court; moreover, Tex. Civ. Prac. & Rem. Code Ann. § 15.019 did not apply because the inmate was not incarcerated in the county where the lawsuit was filed at the time his cause of action arose. *Jackson v. Neal*, No. 13-07-00164-CV, 2009 Tex. App. LEXIS 370 (Tex. App. Corpus Christi Jan. 22, 2009).

Civil Procedure: Parties: Prisoners: Screening of Petitions

Where an inmate was housed in Potter County, Tennessee, he erred by filing his tort suit against a corrections officer in the Fort Bend County District Court, Tennessee; the trial court was not deprived jurisdiction over the inmate's suit, because venue could be waived. *Scott v. Gallagher*, 209 S.W.3d 262, 2006 Tex. App. LEXIS 9511 (Tex. App. Houston 1st Dist. Nov. 2, 2006), reh'g denied, No. 01-05-00119-CV, 2007 Tex. App. LEXIS 485 (Tex. App. Houston 1st Dist. Jan. 18, 2007).

Civil Procedure: Dismissals: Involuntary Dismissals: General Overview

Inmate did not file his suit against the prison grievance investigator until 36 days after he received a written decision on his grievance, but he argued that the 31 day limit in Tex. Civ. Prac. & Rem. Code Ann. § 14.005(b) should be equitably tolled because of his attempt to file the lawsuit in the wrong county; however, the inmate was charged with constructive knowledge of the mandatory venue requirement in Tex. Civ. Prac. & Rem. Code Ann. § 15.019(a) and, while his conduct in not timely filing his suit did not amount to a gross lack of diligence, as he had three days in which to revise his petition and send it to the correct county to meet the 31-day requirement and he did not file it until six days later, his delay was a factor the trial court could have considered in declining to equitably toll the 31-day filing requirement. Thus, the trial court did not abuse its discretion by denying his request to toll the filing requirement. *Walp v. Hunter*, No. 10-03-00019-CV, 2004 Tex. App. LEXIS 2325 (Tex. App. Waco Mar. 10, 2004).

Civil Procedure: Remedies: Injunctions

Transferring venue in an inmate's defamation, negligence, and conspiracy suit was error because the Tex. Civ. Prac. & Rem. Code Ann. § 65.023 did not apply to the inmate's suit, originally filed where the prison was located

under the inmate litigation venue provision, because injunctive relief was ancillary to the monetary relief he sought. *Bovee v. Houston Press, L.P.*, No. 14-17-00008-CV, 2019 Tex. App. LEXIS 5013 (Tex. App. Houston 14th Dist. June 18, 2019).

Civil Rights Law: Prisoner Rights: Access to Courts

Travis County district court did not err in transferring the inmate's lawsuit to the Brazoria County district court under the mandatory venue provision, because the inmate's lawsuit arose from his complaint about his classification status at a Texas Department of Criminal Justice facility located in Brazoria County and that was where his lawsuit accrued. *Walker v. Livingston*, No. 01-08-00959-CV, 2009 Tex. App. LEXIS 9609 (Tex. App. Houston 1st Dist. Dec. 17, 2009).

Criminal Law & Procedure: Postconviction Proceedings: Imprisonment

Inmate did not file his suit against the prison grievance investigator until 36 days after he received a written decision on his grievance, but he argued that the 31 day limit in Tex. Civ. Prac. & Rem. Code Ann. § 14.005(b) should be equitably tolled because of his attempt to file the lawsuit in the wrong county; however, the inmate was charged with constructive knowledge of the mandatory venue requirement in Tex. Civ. Prac. & Rem. Code Ann. § 15.019(a) and, while his conduct in not timely filing his suit did not amount to a gross lack of diligence, as he had three days in which to revise his petition and send it to the correct county to meet the 31-day requirement and he did not file it until six days later, his delay was a factor the trial court could have considered in declining to equitably toll the 31-day filing requirement. Thus, the trial court did not abuse its discretion by denying his request to toll the filing requirement. *Walp v. Hunter*, No. 10-03-00019-CV, 2004 Tex. App. LEXIS 2325 (Tex. App. Waco Mar. 10, 2004).

Governments: Legislation: Statutes of Limitations: Tolling

Inmate did not file his suit against the prison grievance investigator until 36 days after he received a written decision on his grievance, but he argued that the 31 day limit in Tex. Civ. Prac. & Rem. Code Ann. § 14.005(b) should be equitably tolled because of his attempt to file the lawsuit in the wrong county; however, the inmate was charged with constructive knowledge of the mandatory venue requirement in Tex. Civ. Prac. & Rem. Code Ann. § 15.019(a) and, while his conduct in not timely filing his suit did not amount to a gross lack of diligence, as he had three days in which to revise his petition and send it to the correct county to meet the 31-day requirement and he did not file it until six days later, his delay was a factor the trial court could have considered in declining to equitably toll the 31-day filing requirement. Thus, the trial court did not abuse its discretion by denying his request to toll the filing requirement. *Walp v. Hunter*, No. 10-03-00019-CV, 2004 Tex. App. LEXIS 2325 (Tex. App. Waco Mar. 10, 2004).

Research References & Practice Aids

TREATISES & ANALYTICAL MATERIALS

5-61 Dorsaneo, Texas Litigation Guide § 61.02, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Mandatory Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.019

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.020

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter B Mandatory Venue (§§ 15.011 — 15.030)

Sec. 15.020. Major Transactions: Specification of Venue by Agreement.

(a)In this section, “major transaction” means a transaction evidenced by a written agreement under which a person pays or receives, or is obligated to pay or entitled to receive, consideration with an aggregate stated value equal to or greater than \$1 million. The term does not include a transaction entered into primarily for personal, family, or household purposes, or to settle a personal injury or wrongful death claim, without regard to the aggregate value.

(b)An action arising from a major transaction shall be brought in a county if the party against whom the action is brought has agreed in writing that a suit arising from the transaction may be brought in that county.

(c)Notwithstanding any other provision of this title, an action arising from a major transaction may not be brought in a county if:

(1)the party bringing the action has agreed in writing that an action arising from the transaction may not be brought in that county, and the action may be brought in another county of this state or in another jurisdiction; or

(2)the party bringing the action has agreed in writing that an action arising from the transaction must be brought in another county of this state or in another jurisdiction, and the action may be brought in that other county, under this section or otherwise, or in that other jurisdiction.

(d)This section does not apply to an action if:

(1)the agreement described by this section was unconscionable at the time that it was made;

(2)the agreement regarding venue is voidable under Chapter 272, Business & Commerce Code; or

(3)venue is established under a statute of this state other than this title.

(e)This section does not affect venue and jurisdiction in an action arising from a transaction that is not a major transaction.

History

Enacted by Acts 1999, 76th Leg., ch. 84 (S.B. 648), § 1, effective August 30, 1999; am. Acts 2007, 80th Leg., ch. 885 (H.B. 2278), § 2.10, effective April 1, 2009.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

1999 Note:

Acts 1999, 76th Leg., ch. 84 applies only to a cause of action accruing on or after the effective date of this Act [August 30, 1999], without regard to whether an agreement relating to the venue of the action was made before, on, or after the effective date of this Act. A cause of action accruing before the effective date of this Act is governed by the law in effect at the time the cause of action accrued, and that law is continued in effect for that purpose. Acts 1999, 76th Leg., ch. 84, § 2.

Amendment Notes

2007 amendment, substituted “Chapter 272” for “Section 35.52” in (d)(2).

Case Notes

Civil Procedure: Venue

Civil Procedure: Venue: General Overview

Civil Procedure: Venue: Motions to Transfer

Civil Procedure: Venue: Motions to Transfer: General Overview

Civil Procedure: Venue: Multiparty Litigation

Civil Procedure: Venue: Special Venue

Civil Procedure: Remedies: Writs: General Overview

Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus

Civil Procedure: Appeals: Appellate Jurisdiction: Interlocutory Orders

Contracts Law: Contract Conditions & Provisions: Forum Selection Clauses

Contracts Law: Types of Contracts: Bilateral Contracts

Governments: Public Improvements: Sanitation & Water

Insurance Law: Claims & Contracts: Contract Formation

Real Property Law: Landlord & Tenant: Lease Agreements: General Overview

Real Property Law: Landlord & Tenant: Tenancies: Periodic Tenancies

Civil Procedure: Venue

Where plaintiff minority shareholders filed suit in Texas alleging dilution of equity interests, defendants who were nonsignatories to the shareholder agreement could not enforce the forum-selection clause requiring litigation of disputes in Delaware. The mandatory venue provision of section 15.020 did not compel dismissal of the claims against the nonsignatory defendants, because the record bore no evidence that the parties ever agreed in writing on a particular forum for an action arising from the financing transaction. *Pinto Tech. Ventures, L.P. v. Sheldon*, 526 S.W.3d 428, 2017 Tex. LEXIS 465 (Tex. 2017).

Even if dominant jurisdiction did not apply, this section operated to place mandatory venue over the borrower's claims seeking rescission of the note in Taylor County. *In re Happy State Bank*, No. 02-17-00453-CV, 2018 Tex. App. LEXIS 2850 (Tex. App. Fort Worth Apr. 23, 2018).

Motion to transfer, which alleged mandatory venue in a different county, was properly denied because a provision of a guaranty making it performable in the other county was not a contractual venue selection clause; general venue was thus proper, even if venue also would have been proper in the other county. *Mitchell v. R.D. Tips, Inc.*, No. 13-19-00283-CV, 2020 Tex. App. LEXIS 5971 (Tex. App. Corpus Christi July 30, 2020).

Civil Procedure: Venue: General Overview

President in substance was seeking to recover the \$6.5 million owed to him under the Promissory Note and for actions flowing directly from the acquisition and actions anticipated to flow from it, and arose from a major transaction; the president agreed in the Goodwill Agreement that an action arising from the transaction had to be brought in Tarrant County. *In re Fisher*, No. 12-0163, 2014 Tex. LEXIS 164 (Tex. Feb. 28, 2014).

Relators were not entitled to mandamus relief, because relators' motion to transfer venue did not reference the mandatory venue provision or otherwise invoke mandatory venue based on a major transaction. *In re Regal Energy L.L.C.*, No. 13-13-00351-CV, 2013 Tex. App. LEXIS 11779 (Tex. App. Corpus Christi Sept. 19, 2013).

Trial court did not abuse its discretion in denying the motion to transfer venue from Harris County to Galveston County, because the trial court's determination that the venue provision of the 2005 contract controlled, as opposed to the 2002 contract, did not constitute a clear failure to analyze or apply the law correctly; suit was not prevented in Harris County, there was no agreement that suit could not be brought in Harris County, and the venue provision in the 2002 contract that stated "shall have venue" did not provide for exclusive jurisdiction, but was permissive in nature. *In re E. Beach Project Phase I, Ltd. & E. Beach Project Holdings, L.L.C.*, No. 14-11-00393-CV, 2011 Tex. App. LEXIS 5101 (Tex. App. Houston 14th Dist. July 7, 2011).

Civil Procedure: Venue: Motions to Transfer

Relators were not entitled to mandamus relief, because the trial court did not abuse its discretion in denying their motion to transfer venue of a dispute arising out of the sale of a company because the real parties did not consent in writing to venue in Harris County, Texas; the final document representing the agreement retained the Texas forum selection clause and remained silent as to venue. While the note placed venue in Harris County, the real parties' pleadings for declaratory judgment did not relate to the note which was timely paid. *In re Energy Servs. Acquisitions II*, No. 07-17-00252-CV, 2017 Tex. App. LEXIS 8626 (Tex. App. Amarillo Sept. 11, 2017).

In an action for breach of an agreement to provide air travel services, the trial court erred by not ruling on appellant's motion to transfer venue prior to granting a motion for summary judgment and a turnover order; the clear intent of Tex. R. Civ. P. 84 is to prevent the trial court proceeding on meritorious matters prior to its determination of whether venue was properly before it. *ASI Aviation, LLC v. Arnold & Itkin, LLP*, No. 13-16-00612-CV, No. 13-17-00122-CV, 2018 Tex. App. LEXIS 9700 (Tex. App. Corpus Christi Nov. 29, 2018).

Civil Procedure: Venue: Motions to Transfer: General Overview

When appellant developer first filed suit against appellee accounting company for breach of contract and declaratory relief in Dallas County, Texas, the accounting company filed a second suit for an open account in Harris County, Texas, pursuant to the venue selection clause in the agreement; the trial court did not err by denying the developer's motion to transfer because the Harris County and Dallas County courts had concurrent jurisdiction, and the developer did not show that the company's choice of Harris County was an improper venue. As the developer did not argue that the venue selection clause was unenforceable under Tex. Civ. Prac. & Rem. Code § 15.020, he could not raise the argument on appeal. *Hiles v. Arnie & Co., P.C.*, 402 S.W.3d 820, 2013 Tex. App. LEXIS 5113 (Tex. App. Houston 14th Dist. Apr. 25, 2013, no pet.).

Settlement agreement purported to exclude all counties other than Travis County as venues for suit, and so Tex. Civ. Prac. & Rem. Code Ann. § 15.020(c)(1) would apply only if the debtor's suit may be brought in Travis County, which it may not; because Tex. Civ. Prac. & Rem. Code Ann. § 15.002 did not apply to either parties' suits, the law firm was not entitled to a writ of mandamus compelling the trial court to transfer venue to Travis County. .

Venue transfer was proper under Tex. R. Civ. P. 86(3)(b), 87(3)(c) in a suit for breach of a credit card processing contract because the contractually specified county was a mandatory venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(b) as a result of the client's annual credit card volume exceeding the major transaction amount stated in § 15.020(a). *Spin Doctor Golf, Inc. v. Paymentech, L.P.*, 296 S.W.3d 354, 2009 Tex. App. LEXIS 7349 (Tex. App. Dallas Sept. 18, 2009, no pet.).

Mandamus petition was denied because venue was properly transferred under the terms of a lease since it was a "major transaction" under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(a); the lease required the payment of one million dollars in rentals in less than five years. The argument that there was a periodic tenancy was rejected where the lease provided for a term of 99 years. *In re Royalco Oil & Gas Corp.*, 287 S.W.3d 398, 2009 Tex. App. LEXIS 4059 (Tex. App. Waco June 3, 2009, no pet.).

Civil Procedure: Venue: Multiparty Litigation

Trial court erred in dismissing under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(b) a lessee's breach of contract suit against a lessor based on an imaging equipment lease agreement's forum selection clause where the agreement was incomplete because the instruments were not dated, the equipment was not described as required, and there was no final invoice indicating either the equipment being purchased or the price of such equipment and any attendant financing charge and thus was, at best, an executory contract. Because the agreement was executory, its forum selection clause was unenforceable, and the lessee was harmed by the dismissal of its lawsuit, which was properly filed in a court of competent jurisdiction and in a proper venue, pursuant to Tex. Gov't Code Ann. §§ 24.007, 24.008 and Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(4). *Brownsville Advanced Med. Imaging, L.P. v. Capitalwerks, LLC*, No. 13-04-419-CV, 2005 Tex. App. LEXIS 6360 (Tex. App. Corpus Christi Aug. 11, 2005).

Civil Procedure: Venue: Special Venue

Limited partner's action related to an acquisition of the partner's company by the limited partnership involved documents containing mandatory venue selection clauses which required transfer of the action, since the action arose from the acquisition in seeking to recover money owed and conduct flowing directly from the acquisition, rather than any post-acquisition conduct. *In re Fisher*, 433 S.W.3d 523, 2014 Tex. LEXIS 379 (Tex. 2014), reh'g denied, No. 12-0163, 2014 Tex. LEXIS 369 (Tex. May 2, 2014).

Transfer was required of a limited partner's action related to an acquisition of the partner's company by the limited partnership, since the action arose from the acquisition which was a major transaction, the transaction documents contained mandatory venue selection clauses, and permissive language in the documents did not apply to the

Tex. Civ. Prac. & Rem. Code § 15.020

mandatory venue provisions. In re Fisher, 433 S.W.3d 523, 2014 Tex. LEXIS 379 (Tex. 2014), reh'g denied, No. 12-0163, 2014 Tex. LEXIS 369 (Tex. May 2, 2014).

Asset purchase agreement providing for exclusive jurisdiction and venue in either Tarrant County or the United States District Court for the Northern District of Texas and involving more than one million dollars allowed the sellers to enforce mandatory venue in Tarrant County under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(a), (b), by way of mandamus as provided in Tex. Civ. Prac. & Rem. Code Ann. § 15.0642; the buyers' permissive venue choice under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 had to yield to mandatory venue under § 15.020 because joinder was proper within the meaning of Tex. Civ. Prac. & Rem. Code Ann. §§ 15.003, 15.004, 15.005. In re R.R. Repair & Maint., Inc., No. 05-09-01035-CV, 2009 Tex. App. LEXIS 8404 (Tex. App. Dallas Nov. 2, 2009).

Mere allegations of fraud did not suffice to show under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(d)(1) that the venue selection provision in the parties' contract was procured by fraud or unconscionable. In re R.R. Repair & Maint., Inc., No. 05-09-01035-CV, 2009 Tex. App. LEXIS 8404 (Tex. App. Dallas Nov. 2, 2009).

Venue transfer was proper under Tex. R. Civ. P. 86(3)(b), 87(3)(c) in a suit for breach of a credit card processing contract because the contractually specified county was a mandatory venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(b) as a result of the client's annual credit card volume exceeding the major transaction amount stated in § 15.020(a). Spin Doctor Golf, Inc. v. Paymentech, L.P., 296 S.W.3d 354, 2009 Tex. App. LEXIS 7349 (Tex. App. Dallas Sept. 18, 2009, no pet.).

It would be erroneous to conclude that venue of a suit is fixed by agreement under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(b) when the claimed agreement was not executed until weeks after suit was filed; the choice of a retroactive effective date does not change this conclusion. In re Medical Carbon Research Inst., L.L.C., No. 14-08-00104-CV, 2008 Tex. App. LEXIS 2518 (Tex. App. Houston 14th Dist. Apr. 9, 2008).

Where Tex. Civ. Prac. & Rem. Code Ann. § 15.020(b) could not be properly invoked because the claimed agreement containing a venue selection clause was not executed until weeks after suit was filed, a trial judge did not abuse his discretion by denying relators' motion to transfer venue; thus, relators had not established their entitlement to the extraordinary relief of a writ of mandamus pursuant to Tex. Gov't Code Ann. § 22.221 and Tex. R. App. P. 52 to compel the trial judge to vacate his order denying their motion to transfer venue, and to hold that the exclusive and mandatory venue for the underlying lawsuit was a state or federal court in another particular county. In re Medical Carbon Research Inst., L.L.C., No. 14-08-00104-CV, 2008 Tex. App. LEXIS 2518 (Tex. App. Houston 14th Dist. Apr. 9, 2008).

Tex. Civ. Prac. & Rem. Code Ann. §§ 15.0115 and 15.020 were both mandatory venue provisions and there was no conflict as § 15.020 clearly controlled; the essence of the case was whether the buyers were entitled to reduce the purchase price of the property by the cost of the improvements it made, and the object of the seller's declaratory judgment was the Purchase Agreement, not the Sublease. In re Group 1 Realty, Inc., 441 S.W.3d 469, 2014 Tex. App. LEXIS 2774 (Tex. App. El Paso Mar. 12, 2014, no pet.).

This section did not apply to a river authority's expedited declaratory claims regarding the validity of its water rates and contracts from which it pledged revenues to secure bonds; venue was established under a statute within a different title, the Texas Expedited Declaratory Judgments Act, and it was immaterial whether that statute was a mandatory or permissive provision. City of Conroe v. Paxton, 559 S.W.3d 656, 2018 Tex. App. LEXIS 7268 (Tex. App. Austin Aug. 31, 2018), rev'd, in part, No. 18-0989, 2020 Tex. LEXIS 253 (Tex. Mar. 27, 2020).

Plaintiff failed to proffer prima facie proof that the facts giving rise to its claims against defendants based on their alleged royalty underpayments substantially occurred in Wise County. Devon Energy Corp. v. Iona Energy, L.P., No. 02-19-00343-CV, 2020 Tex. App. LEXIS 210 (Tex. App. Fort Worth Jan. 9, 2020).

Defendants' attached exhibits, denials, and arguments directed to plaintiff's reliance on the statute were not mere general denials; rather, they were denials of the alleged venue facts themselves and were specific enough to provide notice, such that plaintiff's argument that defendants failed to specifically deny pleaded venue facts failed.

Devon Energy Corp. v. Iona Energy, L.P., No. 02-19-00343-CV, 2020 Tex. App. LEXIS 210 (Tex. App. Fort Worth Jan. 9, 2020).

Lease's stated value fell short of the statutory threshold amount and thus the statute did not apply to set mandatory venue in Tarrant County; the only value reflected in the lease was the \$ 10 consideration and the minimum \$ 6,000 royalty per year, and the court declined the invitation to look prospectively at the aggregate value of the lease instead of focusing on the aggregate value reflected on the face of the lease. Devon Energy Corp. v. Iona Energy, L.P., No. 02-19-00343-CV, 2020 Tex. App. LEXIS 210 (Tex. App. Fort Worth Jan. 9, 2020).

Civil Procedure: Remedies: Writs: General Overview

Texas Association of School Boards Risk Management Fund, which provided vehicle and general liability coverage, and its servicing contractor were denied mandamus relief on their petition to have a suit against them by a school district transferred from one county to another based on a contractual choice of venue provision in the parties' risk coverage agreement where the mandatory venue provision in Tex. Civ. Prac. & Rem. Code Ann. § 15.020 was inapplicable because the coverage agreement was not a major transaction. The Fund agreed to provide more than \$17 million in risk coverage while the district agreed to pay what was in essence a premium of \$41,973, which was the value the parties assigned to the risks the Fund assumed, and thus, the aggregate stated value of the consideration for the coverage agreement was the amount of the contribution specified in the agreement for assumption of the risk of loss from the enumerated perils, not the coverage limits. In re Tex. Ass'n of Sch. Bds., Inc., 169 S.W.3d 653, 2005 Tex. LEXIS 388 (Tex. 2005), reh'g denied, No. 03-1151, 2005 Tex. LEXIS 713 (Tex. Sept. 16, 2005).

Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus

Relators were not entitled to mandamus relief, because the trial court did not abuse its discretion in denying their motion to transfer venue of a dispute arising out of the sale of a company because the real parties did not consent in writing to venue in Harris County, Texas; the final document representing the agreement retained the Texas forum selection clause and remained silent as to venue. While the note placed venue in Harris County, the real parties' pleadings for declaratory judgment did not relate to the note which was timely paid. In re Energy Servs. Acquisitions II, No. 07-17-00252-CV, 2017 Tex. App. LEXIS 8626 (Tex. App. Amarillo Sept. 11, 2017).

Relators were not entitled to mandamus relief, because relators' motion to transfer venue did not reference the mandatory venue provision or otherwise invoke mandatory venue based on a major transaction. In re Regal Energy L.L.C., No. 13-13-00351-CV, 2013 Tex. App. LEXIS 11779 (Tex. App. Corpus Christi Sept. 19, 2013).

Where Tex. Civ. Prac. & Rem. Code Ann. § 15.020(b) could not be properly invoked because the claimed agreement containing a venue selection clause was not executed until weeks after suit was filed, a trial judge did not abuse his discretion by denying relators' motion to transfer venue; thus, relators had not established their entitlement to the extraordinary relief of a writ of mandamus pursuant to Tex. Gov't Code Ann. § 22.221 and Tex. R. App. P. 52 to compel the trial judge to vacate his order denying their motion to transfer venue, and to hold that the exclusive and mandatory venue for the underlying lawsuit was a state or federal court in another particular county. In re Medical Carbon Research Inst., L.L.C., No. 14-08-00104-CV, 2008 Tex. App. LEXIS 2518 (Tex. App. Houston 14th Dist. Apr. 9, 2008).

Civil Procedure: Appeals: Appellate Jurisdiction: Interlocutory Orders

In a city's action contesting water renewal rates set by the directors of the Sabine River Authority of Texas (SRA), the court of appeals did not have jurisdiction over an interlocutory appeal from the denial of the city's motion to transfer venue of the SRA's claim in intervention because Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), (b) did

not apply; the SRA, as an intervening party, was properly characterized as a defendant. *City of Dallas v. Abney*, No. 09-16-00038-CV, 2016 Tex. App. LEXIS 6140 (Tex. App. Beaumont June 9, 2016).

Contracts Law: Contract Conditions & Provisions: Forum Selection Clauses

Where plaintiff minority shareholders filed suit in Texas alleging dilution of equity interests, defendants who were nonsignatories to the shareholder agreement could not enforce the forum-selection clause requiring litigation of disputes in Delaware. The mandatory venue provision of section 15.020 did not compel dismissal of the claims against the nonsignatory defendants, because the record bore no evidence that the parties ever agreed in writing on a particular forum for an action arising from the financing transaction. *Pinto Tech. Ventures, L.P. v. Sheldon*, 526 S.W.3d 428, 2017 Tex. LEXIS 465 (Tex. 2017).

Limited partner's action related to an acquisition of the partner's company by the limited partnership involved documents containing mandatory venue selection clauses which required transfer of the action, since the action arose from the acquisition in seeking to recover money owed and conduct flowing directly from the acquisition, rather than any post-acquisition conduct. *In re Fisher*, 433 S.W.3d 523, 2014 Tex. LEXIS 379 (Tex. 2014), reh'g denied, No. 12-0163, 2014 Tex. LEXIS 369 (Tex. May 2, 2014).

Transfer was required of a limited partner's action related to an acquisition of the partner's company by the limited partnership, since the action arose from the acquisition which was a major transaction, the transaction documents contained mandatory venue selection clauses, and permissive language in the documents did not apply to the mandatory venue provisions. *In re Fisher*, 433 S.W.3d 523, 2014 Tex. LEXIS 379 (Tex. 2014), reh'g denied, No. 12-0163, 2014 Tex. LEXIS 369 (Tex. May 2, 2014).

When appellant developer first filed suit against appellee accounting company for breach of contract and declaratory relief in Dallas County, Texas, the accounting company filed a second suit for an open account in Harris County, Texas, pursuant to the venue selection clause in the agreement; the trial court did not err by denying the developer's motion to transfer because the Harris County and Dallas County courts had concurrent jurisdiction, and the developer did not show that the company's choice of Harris County was an improper venue. As the developer did not argue that the venue selection clause was unenforceable under Tex. Civ. Prac. & Rem. Code § 15.020, he could not raise the argument on appeal. *Hiles v. Arnie & Co., P.C.*, 402 S.W.3d 820, 2013 Tex. App. LEXIS 5113 (Tex. App. Houston 14th Dist. Apr. 25, 2013, no pet.).

Mere allegations of fraud did not suffice to show under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(d)(1) that the venue selection provision in the parties' contract was procured by fraud or unconscionable. *In re R.R. Repair & Maint., Inc.*, No. 05-09-01035-CV, 2009 Tex. App. LEXIS 8404 (Tex. App. Dallas Nov. 2, 2009).

Trial court erred in dismissing under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(b) a lessee's breach of contract suit against a lessor based on an imaging equipment lease agreement's forum selection clause where the agreement was incomplete because the instruments were not dated, the equipment was not described as required, and there was no final invoice indicating either the equipment being purchased or the price of such equipment and any attendant financing charge and thus was, at best, an executory contract. Because the agreement was executory, its forum selection clause was unenforceable, and the lessee was harmed by the dismissal of its lawsuit, which was properly filed in a court of competent jurisdiction and in a proper venue, pursuant to Tex. Gov't Code Ann. §§ 24.007, 24.008 and Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(4). *Brownsville Advanced Med. Imaging, L.P. v. Capitalwerks, LLC*, No. 13-04-419-CV, 2005 Tex. App. LEXIS 6360 (Tex. App. Corpus Christi Aug. 11, 2005).

Texas Association of School Boards Risk Management Fund, which provided vehicle and general liability coverage, and its servicing contractor were denied mandamus relief on their petition to have a suit against them by a school district transferred from one county to another based on a contractual choice of venue provision in the parties' risk coverage agreement where the mandatory venue provision in Tex. Civ. Prac. & Rem. Code Ann. § 15.020 was inapplicable because the coverage agreement was not a major transaction. The Fund agreed to provide more than

Tex. Civ. Prac. & Rem. Code § 15.020

\$17 million in risk coverage while the district agreed to pay what was in essence a premium of \$41,973, which was the value the parties assigned to the risks the Fund assumed, and thus, the aggregate stated value of the consideration for the coverage agreement was the amount of the contribution specified in the agreement for assumption of the risk of loss from the enumerated perils, not the coverage limits. In re Tex. Ass'n of Sch. Bds., Inc., 169 S.W.3d 653, 2005 Tex. LEXIS 388 (Tex. 2005), reh'g denied, No. 03-1151, 2005 Tex. LEXIS 713 (Tex. Sept. 16, 2005).

Trial court followed the Texas Supreme Court's interpretation of Tex. Civ. Prac. & Rem. Code Ann. § 15.020 in enforcing the parties' forum selection clause. Relators did not show that the trial court abused its discretion in granting real parties' motion to transfer venue. In re Fox River Real Estate Holdings, Inc., 577 S.W.3d 555, 2018 Tex. App. LEXIS 7117 (Tex. App. Houston 14th Dist. Aug. 30, 2018, no pet.).

Contracts Law: Types of Contracts: Bilateral Contracts

Trial court erred in dismissing under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(b) a lessee's breach of contract suit against a lessor based on an imaging equipment lease agreement's forum selection clause where the agreement was incomplete because the instruments were not dated, the equipment was not described as required, and there was no final invoice indicating either the equipment being purchased or the price of such equipment and any attendant financing charge and thus was, at best, an executory contract. Because the agreement was executory, its forum selection clause was unenforceable, and the lessee was harmed by the dismissal of its lawsuit, which was properly filed in a court of competent jurisdiction and in a proper venue, pursuant to Tex. Gov't Code Ann. §§ 24.007, 24.008 and Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(4). Brownsville Advanced Med. Imaging, L.P. v. Capitalwerks, LLC, No. 13-04-419-CV, 2005 Tex. App. LEXIS 6360 (Tex. App. Corpus Christi Aug. 11, 2005).

Governments: Public Improvements: Sanitation & Water

In a city's action contesting water renewal rates set by the directors of the Sabine River Authority of Texas (SRA), the court of appeals did not have jurisdiction over an interlocutory appeal from the denial of the city's motion to transfer venue of the SRA's claim in intervention because Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), (b) did not apply; the SRA, as an intervening party, was properly characterized as a defendant. City of Dallas v. Abney, No. 09-16-00038-CV, 2016 Tex. App. LEXIS 6140 (Tex. App. Beaumont June 9, 2016).

Insurance Law: Claims & Contracts: Contract Formation

Texas Association of School Boards Risk Management Fund, which provided vehicle and general liability coverage, and its servicing contractor were denied mandamus relief on their petition to have a suit against them by a school district transferred from one county to another based on a contractual choice of venue provision in the parties' risk coverage agreement where the mandatory venue provision in Tex. Civ. Prac. & Rem. Code Ann. § 15.020 was inapplicable because the coverage agreement was not a major transaction. The Fund agreed to provide more than \$17 million in risk coverage while the district agreed to pay what was in essence a premium of \$41,973, which was the value the parties assigned to the risks the Fund assumed, and thus, the aggregate stated value of the consideration for the coverage agreement was the amount of the contribution specified in the agreement for assumption of the risk of loss from the enumerated perils, not the coverage limits. In re Tex. Ass'n of Sch. Bds., Inc., 169 S.W.3d 653, 2005 Tex. LEXIS 388 (Tex. 2005), reh'g denied, No. 03-1151, 2005 Tex. LEXIS 713 (Tex. Sept. 16, 2005).

Real Property Law: Landlord & Tenant: Lease Agreements: General Overview

Tex. Civ. Prac. & Rem. Code Ann. §§ 15.0115 and 15.020 were both mandatory venue provisions and there was no conflict as § 15.020 clearly controlled; the essence of the case was whether the buyers were entitled to reduce the purchase price of the property by the cost of the improvements it made, and the object of the seller's declaratory judgment was the Purchase Agreement, not the Sublease. In re Group 1 Realty, Inc., 441 S.W.3d 469, 2014 Tex. App. LEXIS 2774 (Tex. App. El Paso Mar. 12, 2014, no pet.).

Real Property Law: Landlord & Tenant: Tenancies: Periodic Tenancies

Mandamus petition was denied because venue was properly transferred under the terms of a lease since it was a "major transaction" under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(a); the lease required the payment of one million dollars in rentals in less than five years. The argument that there was a periodic tenancy was rejected where the lease provided for a term of 99 years. In re Royalco Oil & Gas Corp., 287 S.W.3d 398, 2009 Tex. App. LEXIS 4059 (Tex. App. Waco June 3, 2009, no pet.).

Research References & Practice Aids

Treatises

5-100 Texas Torts and Remedies § 100.21, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Mandatory Venue Exceptions, Texas Torts and Remedies.

10-55 Texas Transaction Guide—Legal Forms § 55.22, COMMERCIAL TRANSACTIONS, Contracts, Contractual Terms, Texas Transaction Guide—Legal Forms.

10-55 Texas Transaction Guide—Legal Forms § 55.222, COMMERCIAL TRANSACTIONS, Contracts, Venue in Major Transactions, Texas Transaction Guide—Legal Forms.

Practice Guides

1-1 Dorsaneo, Texas Litigation Guide § 1.04, Pretrial Practice (Chs. 1-114), Prelitigation Planning (Chs. 1-4), Preparation of Responsive Pleadings, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.02, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Mandatory Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.22, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Effect of Forum Selection Clauses, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

14-210 Dorsaneo, Texas Litigation Guide § 210.51, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Drafting Petition, Dorsaneo, Texas Litigation Guide.

14-210A Dorsaneo, Texas Litigation Guide § 210A.52, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Drafting Plaintiff's Petition, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.021

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter B Mandatory Venue (§§ 15.011 — 15.030)

Secs. 15.021 to 15.030. [Reserved for expansion].

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.031

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter C Permissive Venue (§§ 15.031 — 15.060)

Sec. 15.031. Executor; Administrator; Guardian.

If the suit is against an executor, administrator, or guardian, as such, to establish a money demand against the estate which he represents, the suit may be brought in the county in which the estate is administered, or if the suit is against an executor, administrator, or guardian growing out of a negligent act or omission of the person whose estate the executor, administrator, or guardian represents, the suit may be brought in the county in which the negligent act or omission of the person whose estate the executor, administrator, or guardian represents occurred.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See also Texas Rule of Civil Procedure 86.

Case Notes

Civil Procedure: Venue: Motions to Transfer**Civil Procedure: Venue: Individual Defendants**

Creditor properly established that one guarantor of promissory note resided outside the state within the meaning of the former Tex. Rev. Civ. Stat. Ann. art. 1995, § 3, so venue was proper in the county where creditor resided. *Zodiac Corp. v. General Electric Credit Corp.*, 566 S.W.2d 341, 1978 Tex. App. LEXIS 3203 (Tex. Civ. App. Tyler Apr. 27, 1978, no writ).

Civil Procedure: Venue: Motions to Transfer

Employer and driver did not base their motion to transfer on grounds that an impartial trial could not be had in Rusk County or on an established ground of mandatory venue; venue of the claimants' suit against the independent administrator of the decedent's estate was proper in Rusk County, and because the claimants' claims against the administrator and appellants arose out of the same transaction, occurrence, or series of transactions or occurrences, venue in Rusk County was also established as to appellants. *UPS Ground Freight, Inc. v. Trotter*, No. 12-19-00135-CV, 2020 Tex. App. LEXIS 1127 (Tex. App. Tyler Feb. 10, 2020).

Research References & Practice Aids

LAW REVIEWS

46 Baylor L. Rev. 669.

Treatises

4-62 Texas Torts and Remedies § 62.02, TORT CLAIMS AGAINST PUBLIC ENTITIES AND EMPLOYEES, CIVIL RIGHTS ACTIONS, Jurisdiction and Venue, Texas Torts and Remedies.

5-100 Texas Torts and Remedies § 100.22, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Permissive Venue Exceptions, Texas Torts and Remedies.

5-100 Texas Torts and Remedies § 100.25, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Procedural Aspects of Challenging Venue, Texas Torts and Remedies.

Practice Guides

1-1 Dorsaneo, Texas Litigation Guide § 1.04, Pretrial Practice (Chs. 1-114), Prelitigation Planning (Chs. 1-4), Preparation of Responsive Pleadings, Dorsaneo, Texas Litigation Guide.

1-12 Dorsaneo, Texas Litigation Guide § 12.03, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Particular Types of Parties, Dorsaneo, Texas Litigation Guide.

1-12 Dorsaneo, Texas Litigation Guide § 12.120, Pretrial Practice (Chs. 1-114), Plaintiff's Pleadings (Chs. 10-13), Allegation of Representative of Estate as Plaintiff or Defendant, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.031

5-61 Dorsaneo, Texas Litigation Guide § 61.02, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Mandatory Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.03, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Permissive Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.20, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Procedure When Party Seeks to Transfer Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.100, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Miscellaneous Venue Allegations, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.110, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Motion to Transfer Venue—Permissive Venue Statute, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.032

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter C Permissive Venue (§§ 15.031 — 15.060)

Sec. 15.032. Insurance.

Suit against fire, marine, or inland insurance companies may also be commenced in any county in which the insured property was situated. A suit on a policy may be brought against any life insurance company, or accident insurance company, or life and accident, or health and accident, or life, health, and accident insurance company in the county in which the company's principal office in this state is located or in the county in which the loss has occurred or in which the policyholder or beneficiary instituting the suit resided at the time the cause of action accrued.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985; am. Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 3, effective August 28, 1995.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

1995 Note:

See note following § 15.001.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See also Texas Rule of Civil Procedure 86.

Case Notes

Civil Procedure: Venue: Corporations**Civil Procedure: Venue: Individual Defendants****Civil Procedure: Venue: Motions to Transfer: General Overview****Civil Procedure: Venue: Multiparty Litigation****Insurance Law: Claims & Contracts: Premiums: General Overview****Transportation Law: Carrier Duties & Liabilities: State & Local Regulation****Civil Procedure: Venue: Corporations**

Venue was proper in county in which insured purchased uninsured motorist policy when insured was involved in a collision with an uninsured motorist. *Mobile County Mut. Ins. Co. v. Jacobs*, 531 S.W.2d 436, 1975 Tex. App. LEXIS 3359 (Tex. Civ. App. Corpus Christi Dec. 16, 1975, no writ).

Suits against fire insurance companies may be commenced in the county in which the insured property was situated. *Lloyds America v. Brooks*, 79 S.W.2d 881, 1935 Tex. App. LEXIS 140 (Tex. Civ. App. 1935), rev'd, 129 Tex. 543, 105 S.W.2d 660, 1937 Tex. LEXIS 375 (Tex. 1937).

Civil Procedure: Venue: Individual Defendants

Indemnity policy required as a condition precedent to the issuance of a permit to do business as a common carrier, was not a fire insurance policy; thus, the venue statute pertaining to actions under fire insurance policies, former Tex. Rev. Civ. Stat. art. 1995(28) (see Tex. Civ. Prac. & Rem. Code Ann. § 15.032), did not apply. *American Fidelity & Casualty Co. v. Jones Transfer & Storage Co.*, 46 S.W.2d 1054, 1932 Tex. App. LEXIS 135 (Tex. Civ. App. Mar. 1, 1932, pet. dism'd w.o.j.).

Civil Procedure: Venue: Motions to Transfer: General Overview

Venue in an action to recover under the terms of an insurance policy was not subject to being moved to the residence of the insurer, a foreign corporation, because the whole foundation of the action occurred in the county in which the action was brought. *American Fidelity & Casualty Co. v. Windham*, 59 S.W.2d 259, 1933 Tex. App. LEXIS 554 (Tex. Civ. App. Apr. 6, 1933, no writ).

Civil Procedure: Venue: Multiparty Litigation

Administrator properly invoked the jurisdiction of the trial court under former Tex. Rev. Civ. Stat. Ann. art. 1995 § 28 (now Tex. Civ. Prac. & Rem. Code Ann. § 15.032) because he was the beneficiary of a life insurance policy under Tex. Ins. Code Ann. art. 3.01 § 9, notwithstanding that the policy proceeds had been assigned as collateral to a third party. *Southwestern Life Ins. Co. v. Scarborough*, 530 S.W.2d 871, 1975 Tex. App. LEXIS 3332 (Tex. Civ. App. Beaumont Nov. 6, 1975, no writ).

In an estate administration case, where the executor was the beneficiary of an insurance policy, under former Tex. Rev. Civ. Stat. Ann. art. 1995, § 28 (now Tex. Civ. Prac. & Rem. Code Ann. § 15.032), the county where she resided was the proper place of venue. *Republic Bankers Life Ins. Co. v. Bunnell*, 478 S.W.2d 800, 1972 Tex. App. LEXIS 2530 (Tex. Civ. App. Austin Mar. 22, 1972, no writ).

Tex. Civ. Prac. & Rem. Code § 15.032

County where a beneficiary resided was a county with venue to hear his claim against an insurer, which was a local mutual aid association. *W. R. McCullough Life Ins. Co. v. Armstrong*, 158 S.W.2d 585, 1942 Tex. App. LEXIS 19 (Tex. Civ. App. 1942, no writ).

County of residence of a beneficiary was a proper forum for venue of his claim against an insurer after the insurer denied his claim to recover on the policy. *W. R. McCullough Life Ins. Co. v. Armstrong*, 158 S.W.2d 585, 1942 Tex. App. LEXIS 19 (Tex. Civ. App. 1942, no writ).

Insurance Law: Claims & Contracts: Premiums: General Overview

Administrator properly invoked the jurisdiction of the trial court under former Tex. Rev. Civ. Stat. Ann. art. 1995 § 28 (now Tex. Civ. Prac. & Rem. Code Ann. § 15.032) because he was the beneficiary of a life insurance policy under Tex. Ins. Code Ann. art. 3.01 § 9, notwithstanding that the policy proceeds had been assigned as collateral to a third party. *Southwestern Life Ins. Co. v. Scarborough*, 530 S.W.2d 871, 1975 Tex. App. LEXIS 3332 (Tex. Civ. App. Beaumont Nov. 6, 1975, no writ).

Transportation Law: Carrier Duties & Liabilities: State & Local Regulation

Indemnity policy required as a condition precedent to the issuance of a permit to do business as a common carrier, was not a fire insurance policy; thus, the venue statute pertaining to actions under fire insurance policies, former Tex. Rev. Civ. Stat. art. 1995(28) (see Tex. Civ. Prac. & Rem. Code Ann. § 15.032), did not apply. *American Fidelity & Casualty Co. v. Jones Transfer & Storage Co.*, 46 S.W.2d 1054, 1932 Tex. App. LEXIS 135 (Tex. Civ. App. Mar. 1, 1932, pet. dismissed w.o.j.).

Research References & Practice Aids

LAW REVIEWS

49 SMU L. Rev. 1371.

Treatises

5-100 Texas Torts and Remedies § 100.22, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Permissive Venue Exceptions, Texas Torts and Remedies.

Practice Guides

5-61 Dorsaneo, Texas Litigation Guide § 61.02, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Mandatory Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.03, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Permissive Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.202, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Case Law, Dorsaneo, Texas Litigation Guide.

21-341 Dorsaneo, Texas Litigation Guide § 341.200, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

21-342 Dorsaneo, Texas Litigation Guide § 342.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Petition for Recovery Against Insurer and Other Motorist, Dorsaneo, Texas Litigation Guide.

21-343 Dorsaneo, Texas Litigation Guide § 343.50, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Petition—Suit on Insurance Policy, Dorsaneo, Texas Litigation Guide.

21-343 Dorsaneo, Texas Litigation Guide § 343.110, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Petition—General Form, Dorsaneo, Texas Litigation Guide.

21-344 Dorsaneo, Texas Litigation Guide § 344.50, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Claimant's Guide, Dorsaneo, Texas Litigation Guide.

21-344 Dorsaneo, Texas Litigation Guide § 344.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Petition by Beneficiary of Life Insurance Policy, Dorsaneo, Texas Litigation Guide.

21-344 Dorsaneo, Texas Litigation Guide § 344.101, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Petition by Insured Under Health and Accident Policy, Dorsaneo, Texas Litigation Guide.

21-345 Dorsaneo, Texas Litigation Guide § 345.110, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Insured's Petition for Failure to Pay Claim, Dorsaneo, Texas Litigation Guide.

21-345 Dorsaneo, Texas Litigation Guide § 345.200, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.033

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter C Permissive Venue (§§ 15.031 — 15.060)

Sec. 15.033. Breach of Warranty by Manufacturer.

A suit for breach of warranty by a manufacturer of consumer goods may be brought in any county in which all or a substantial part of the events or omissions giving rise to the claim occurred, in the county in which the manufacturer has its principal office in this state, or in the county in which the plaintiff resided at the time the cause of action accrued.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985; am. Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 3, effective August 28, 1995.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

1995 Note:

See note following § 15.001.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See also Texas Rule of Civil Procedure 86.

Case Notes

Civil Procedure: Venue: General Overview

In plaintiff's suit against mobile home dealer and manufacturer for breach of warranty and fraudulent misrepresentation for falsely representing the construction of plaintiff's mobile home, venue was proper under former Tex. Civ. Stat. Ann. art. 1995 § 4, in the county wherein plaintiff purchased the mobile home from dealer. *Town & Country Mobile Homes, Inc. v. Benfer*, 527 S.W.2d 523, 18 U.C.C. Rep. Serv. (CBC) 64, 1975 Tex. App. LEXIS 3044 (Tex. Civ. App. San Antonio Sept. 17, 1975, no writ).

Research References & Practice Aids

LAW REVIEWS

49 SMU L. Rev. 1371.

TREATISES & ANALYTICAL MATERIALS

5-61 Dorsaneo, Texas Litigation Guide § 61.03, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Permissive Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

14-210A Dorsaneo, Texas Litigation Guide § 210A.200, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

14-221 Dorsaneo, Texas Litigation Guide § 221.15, Pleadings in Commercial Litigation (Chs. 210-242), Deceptive Practices and Warranties (Chs. 220-223), Venue of Actions Against Manufacturer of Consumer Goods, Dorsaneo, Texas Litigation Guide.

14-221 Dorsaneo, Texas Litigation Guide § 221.50, Pleadings in Commercial Litigation (Chs. 210-242), Deceptive Practices and Warranties (Chs. 220-223), Actions Involving General Goods and Services, Dorsaneo, Texas Litigation Guide.

14-221 Dorsaneo, Texas Litigation Guide § 221.56, Pleadings in Commercial Litigation (Chs. 210-242), Deceptive Practices and Warranties (Chs. 220-223), Drafting Buyer's Petition, Dorsaneo, Texas Litigation Guide.

14-221 Dorsaneo, Texas Litigation Guide § 221.100, Pleadings in Commercial Litigation (Chs. 210-242), Deceptive Practices and Warranties (Chs. 220-223), Plaintiff's Petition for Breach of Implied Warranty of Merchantability, Dorsaneo, Texas Litigation Guide.

14-221 Dorsaneo, Texas Litigation Guide § 221.201, Pleadings in Commercial Litigation (Chs. 210-242), Deceptive Practices and Warranties (Chs. 220-223), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

20-320 Dorsaneo, Texas Litigation Guide § 320.100, Pleadings in Personal Injury Litigation (Chs. 290-351), Goods and Services (Chs. 320-321), Plaintiff's Original Petition, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.034

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter C Permissive Venue (§§ 15.031 — 15.060)

Sec. 15.034. Railway Personal Injuries [Repealed].

Repealed by Acts 1987, 70th Leg., 1st C.S., ch. 4 (S.B. 7), § 2, effective September 2, 1987.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.035

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter C Permissive Venue (§§ 15.031 — 15.060)

Sec. 15.035. Contract in Writing.

(a) Except as provided by Subsection (b), if a person has contracted in writing to perform an obligation in a particular county, expressly naming the county or a definite place in that county by that writing, suit on or by reason of the obligation may be brought against him either in that county or in the county in which the defendant has his domicile.

(b) In an action founded on a contractual obligation of the defendant to pay money arising out of or based on a consumer transaction for goods, services, loans, or extensions of credit intended primarily for personal, family, household, or agricultural use, suit by a creditor on or by reason of the obligation may be brought against the defendant either in the county in which the defendant in fact signed the contract or in the county in which the defendant resides when the action is commenced. No term or statement contained in an obligation described in this section shall constitute a waiver of these provisions.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See also Texas Rule of Civil Procedure 86.

Case Notes

Banking Law: Consumer Protection: Fair Debt Collection: General Overview

Civil Procedure: Jurisdiction: Personal Jurisdiction & In Rem Actions: In Personam Actions: Long-Arm Jurisdiction

Civil Procedure: Venue: General Overview

Civil Procedure: Venue: Individual Defendants

Civil Procedure: Venue: Motions to Transfer: General Overview

Civil Procedure: Venue: Multiparty Litigation

Civil Procedure: Venue: Special Venue

Civil Procedure: Judgments: Preclusion & Effect of Judgments: Full Faith & Credit: General Overview

Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus

Contracts Law: Breach: Causes of Action: General Overview

Contracts Law: Contract Conditions & Provisions: Forum Selection Clauses

Contracts Law: Performance: General Overview

Banking Law: Consumer Protection: Fair Debt Collection: General Overview

If plaintiff judgment debtor successfully showed improper venue in a state court suit, he could prevail in federal court against defendants, a financial company and its attorney, without disturbing the state court default judgment and thus, his federal court action was not dismissed. *Gibson v. Grupo de Ariel, LLC*, No. 4:05-CV-415-BE, 2006 U.S. Dist. LEXIS 539 (N.D. Tex. Jan. 9, 2006).

Civil Procedure: Jurisdiction: Personal Jurisdiction & In Rem Actions: In Personam Actions: Long-Arm Jurisdiction

In this breach of contract action, the trial court lacked personal jurisdiction over defendant because (1) the court could not construe the forum-selection clause to represent defendant's consent to the personal jurisdiction of a Travis County court with respect to any suits brought against defendant; and (2) both parties seemed to acknowledge that the focus of the parties' dealings was to procure cabinets for a project in *CNC Assocs. N.Y. v. Cabinets 345, Ltd.*, No. 03-13-00048-CV, 2013 Tex. App. LEXIS 11250 (Tex. App. Austin Aug. 30, 2013).

Civil Procedure: Venue: General Overview

In a case arising from a home construction contract, a builder had not established that the case involved the extraordinary circumstances necessary to depart from the general rule that permissive venue determinations were not reviewable by mandamus where consent to the parties' purported Tex. R. Civ. P. 11 agreement did not exist at the time the trial court decided the issue because the homeowner had revoked any consent to the purported Rule 11 agreement before the trial judge ruled on his motion to transfer venue, and where the trial court could not have rendered an agreed decision on venue because the builder never attempted to enforce the Rule 11 agreement by

pursuing a separate breach of contract claim. In re Build by Owner, LLC, No. 01-11-00513-CV, 2011 Tex. App. LEXIS 7976 (Tex. App. Houston 1st Dist. Oct. 6, 2011).

Denial of motion to transfer venue was proper, because the contract for legal services specifically placed venue in Bexar County; the attorneys pled and submitted proof that the attorney retention agreement and supplement were signed by the clients, and provided that performance would occur in Bexar County. Thomas v. Hoelke, No. 04-09-00771-CV, 2010 Tex. App. LEXIS 4501 (Tex. App. San Antonio June 16, 2010).

Where lease agreement indicated that all notices required by the lease were to be delivered by the lessee to given address in a specified city, venue was proper in lessee's breach of contract suit in the county where the city was located. Trafalgar House Oil & Gas, Inc. v. De Hinojosa, 773 S.W.2d 797, 109 Oil & Gas Rep. 95, 1989 Tex. App. LEXIS 1978 (Tex. App. San Antonio July 12, 1989, no writ).

Civil Procedure: Venue: Individual Defendants

Although the pleadings in a contractor's breach of contract action against a homeowner were taken as conclusive with regard to the existence of a cause of action pursuant to Tex. R. Civ. P. 87, a letter from the contractor to the homeowner stating that the contractor looked forward to hearing from the homeowner regarding the logistics for receiving a settlement payment had the potential to redesignate the place of performance at some time in the future, making the place of payment uncertain; because the letter left open "the logistics for receiving settlement" and did not expressly require that obligation be performed in Bexar County, Texas, venue was, therefore, not proper in Bexar County under Tex. Civ. Prac. & Rem. Code Ann. § 15.035(a). Killeen v. Lighthouse Elec. Contrs., L.P., 248 S.W.3d 343, 2007 Tex. App. LEXIS 8968 (Tex. App. San Antonio Nov. 14, 2007, no pet.).

Civil Procedure: Venue: Motions to Transfer: General Overview

Trial court erred in denying the customer's motion to transfer venue and refusing to transfer the case from Harris County to Webb County, Tex. R. Civ. P. 87, Tex. Civ. Prac. & Rem. Code Ann. § 15.035(a); no place of payment was identified and was not inherently tied to any particular location, and the contract did not require payment in Harris County. Ramirez v. Suez Energy Res. NA, Inc., No. 14-09-00856-CV, 2010 Tex. App. LEXIS 8414 (Tex. App. Houston 14th Dist. Oct. 21, 2010).

In a case alleging breach of contract, quantum meruit, and conversion, a motion to transfer venue was denied because the terms of a used motor oil collection contract fixed the place of performance in a certain county under Tex. Civ. Prac. & Rem. Code Ann. § 15.035(a); the contract provided that payment was to be sent to a post office box. Auto Excel Lube Ctr. v. Midstate Env'tl. Servs., LLC, No. 13-07-00424-CV, 2008 Tex. App. LEXIS 6493 (Tex. App. Corpus Christi Aug. 25, 2008).

In a suit on a sworn account to recover insurance policy and audit premiums, the evidence showed that the agreement between the insured's agent and the insurance manager company required the agent to make payments to the company in Tarrant County and that the insured agreed to pay additional premiums to the company in its Tarrant County office; thus, pursuant to Tex. R. Civ. P. 87(2)(a) and Tex. Civ. Prac. & Rem. Code Ann. §§ 15.063, 15.002(a)(1), and 15.035(a), venue was proper in Tarrant County, and the trial court did not err in denying the insured's motion to transfer venue. Mekdessi v. Risc, Inc., No. 2-02-169-CV, 2003 Tex. App. LEXIS 2652 (Tex. App. Fort Worth Mar. 27, 2003).

Trial court properly transferred venue in appellant's suit as holder of notes because appellant's sole prima facie proof that the original venue was proper consisted of a letter sent to appellee two days before suit was filed; appellant's letter was not an affidavit pursuant to rule and therefore appellant failed to make prima facie proof of the venue facts necessary to maintain venue. WTFO, Inc. v. Braithwaite, 899 S.W.2d 709, 1995 Tex. App. LEXIS 1178 (Tex. App. Dallas 1995, no writ).

Civil Procedure: Venue: Multiparty Litigation

Where parties' contract explicitly stated that the contract would be performed in Jefferson County, venue was proper in that county pursuant to former Tex. Rev. Civ. Stat. Ann. art. 1995 (see now Tex. Civ. Prac. & Rem. Code Ann. § 15.035), § 3(e). *Plains Mach. Co. v. Beaumont*, 672 S.W.2d 319, 1984 Tex. App. LEXIS 5762 (Tex. App. Beaumont 1984, no writ).

In a bank's action to recover a balance due on a note guaranteed by nonresident guarantors, where note expressly named the county of performance, the guaranty was absolute and unconditional and the guarantors were bound by all of the terms of the note, including the obligation to accept suit in the county named in the note. *Rost v. First Nat'l Bank*, 472 S.W.2d 579, 1971 Tex. App. LEXIS 2106 (Tex. Civ. App. Corpus Christi Oct. 21, 1971, no writ).

In an action brought to recover a debt, the trial court erred when it sustained the debtor's plea of privilege because the trial court had jurisdiction pursuant to former Tex. Civ. Stat. Ann. art. 1995 (see now Tex. Civ. Prac. & Rem. Code Ann. § 15.035); the claim was validly joined with a claim that stemmed from a written contract, which obligated the debtor to pay the promissory note in the county where the action was brought. *Cranbrook Corp. v. Wright*, 469 S.W.2d 324, 1971 Tex. App. LEXIS 2894 (Tex. Civ. App. Houston 14th Dist. May 26, 1971, no writ).

Civil Procedure: Venue: Special Venue

Lease contractually set venue in Tarrant County and plaintiff's claims centered on a company's failure to appropriately discharge its payment obligations either through underpayments based on accounting practices or based on defendants' interrelated contractual agreements; defendants established permissive venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.035 based on the company's contractual obligation to remit payment to plaintiff in Tarrant County, and these facts also established general, permissive venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1). *Devon Energy Corp. v. Iona Energy, L.P.*, No. 02-19-00343-CV, 2020 Tex. App. LEXIS 210 (Tex. App. Fort Worth Jan. 9, 2020).

Petition for a writ of mandamus was conditionally granted in a case alleging breach of contract and fraud because a motion to transfer venue should have been granted since Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applied; even though the suit dealt with a contract, it was seeking relief for damages to real property relating a surface use lease. In *re Momentum Energy Corp.*, No. 13-07-00013-CV, 2007 Tex. App. LEXIS 2460 (Tex. App. Corpus Christi Mar. 23, 2007), reh'g denied, No. 13-07-013-CV, 2007 Tex. App. LEXIS 4597 (Tex. App. Corpus Christi Apr. 19, 2007).

If plaintiff judgment debtor successfully showed improper venue in a state court suit, he could prevail in federal court against defendants, a financial company and its attorney, without disturbing the state court default judgment and thus, his federal court action was not dismissed. *Gibson v. Grupo de Ariel, LLC*, No. 4:05-CV-415-BE, 2006 U.S. Dist. LEXIS 539 (N.D. Tex. Jan. 9, 2006).

Civil Procedure: Judgments: Preclusion & Effect of Judgments: Full Faith & Credit: General Overview

If plaintiff judgment debtor successfully showed improper venue in a state court suit, he could prevail in federal court against defendants, a financial company and its attorney, without disturbing the state court default judgment and thus, his federal court action was not dismissed. *Gibson v. Grupo de Ariel, LLC*, No. 4:05-CV-415-BE, 2006 U.S. Dist. LEXIS 539 (N.D. Tex. Jan. 9, 2006).

Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus

In a case arising from a home construction contract, a builder had not established that the case involved the extraordinary circumstances necessary to depart from the general rule that permissive venue determinations were not reviewable by mandamus where consent to the parties' purported Tex. R. Civ. P. 11 agreement did not exist at

the time the trial court decided the issue because the homeowner had revoked any consent to the purported Rule 11 agreement before the trial judge ruled on his motion to transfer venue, and where the trial court could not have rendered an agreed decision on venue because the builder never attempted to enforce the Rule 11 agreement by pursuing a separate breach of contract claim. In *re Build by Owner, LLC*, No. 01-11-00513-CV, 2011 Tex. App. LEXIS 7976 (Tex. App. Houston 1st Dist. Oct. 6, 2011).

Petition for a writ of mandamus was conditionally granted in a case alleging breach of contract and fraud because a motion to transfer venue should have been granted since Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applied; even though the suit dealt with a contract, it was seeking relief for damages to real property relating a surface use lease. In *re Momentum Energy Corp.*, No. 13-07-00013-CV, 2007 Tex. App. LEXIS 2460 (Tex. App. Corpus Christi Mar. 23, 2007), reh'g denied, No. 13-07-013-CV, 2007 Tex. App. LEXIS 4597 (Tex. App. Corpus Christi Apr. 19, 2007).

Contracts Law: Breach: Causes of Action: General Overview

Although the pleadings in a contractor's breach of contract action against a homeowner were taken as conclusive with regard to the existence of a cause of action pursuant to Tex. R. Civ. P. 87, a letter from the contractor to the homeowner stating that the contractor looked forward to hearing from the homeowner regarding the logistics for receiving a settlement payment had the potential to redesignate the place of performance at some time in the future, making the place of payment uncertain; because the letter left open "the logistics for receiving settlement" and did not expressly require that obligation be performed in Bexar County, Texas, venue was, therefore, not proper in Bexar County under Tex. Civ. Prac. & Rem. Code Ann. § 15.035(a). *Killeen v. Lighthouse Elec. Contrs., L.P.*, 248 S.W.3d 343, 2007 Tex. App. LEXIS 8968 (Tex. App. San Antonio Nov. 14, 2007, no pet.).

Contracts Law: Contract Conditions & Provisions: Forum Selection Clauses

In this breach of contract action, the trial court lacked personal jurisdiction over defendant because (1) the court could not construe the forum-selection clause to represent defendant's consent to the personal jurisdiction of a Travis County court with respect to any suits brought against defendant; and (2) both parties seemed to acknowledge that the focus of the parties' dealings was to procure cabinets for a project in CNC Assocs. N.Y. v. Cabinets 345, Ltd., No. 03-13-00048-CV, 2013 Tex. App. LEXIS 11250 (Tex. App. Austin Aug. 30, 2013).

Contracts Law: Performance: General Overview

In a case alleging breach of contract, quantum meruit, and conversion, a motion to transfer venue was denied because the terms of a used motor oil collection contract fixed the place of performance in a certain county under Tex. Civ. Prac. & Rem. Code Ann. § 15.035(a); the contract provided that payment was to be sent to a post office box. *Auto Excel Lube Ctr. v. Midstate Env'tl. Servs., LLC*, No. 13-07-00424-CV, 2008 Tex. App. LEXIS 6493 (Tex. App. Corpus Christi Aug. 25, 2008).

Research References & Practice Aids

LAW REVIEWS

48 SMU L. Rev. 1615.

Treatises

4-53 Texas Real Estate Guide § 53.110, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, REAL PROPERTY SECURITY INTERESTS, Petition for Deficiency Judgment Following Foreclosure of Deed of Trust, Texas Real Estate Guide.

4-53 Texas Real Estate Guide § 53.202, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, REAL PROPERTY SECURITY INTERESTS, Texas Statutes and Rules, Texas Real Estate Guide.

4-54 Texas Real Estate Guide § 54.51, LITIGATION: SALES, EXCHANGES, AND OTHER TRANSFERS OF TITLES, TITLE INSURANCE, Drafting Plaintiff's Petition, Texas Real Estate Guide.

5-80 Texas Real Estate Guide § 80.61, LITIGATION: CONSTRUCTION, IMPROVEMENT CONTRACTS, Defendant's Pleadings, Texas Real Estate Guide.

10-55 Texas Transaction Guide—Legal Forms § 55.03, COMMERCIAL TRANSACTIONS, Contracts, Texas Statutes, Texas Transaction Guide—Legal Forms.

10-55 Texas Transaction Guide—Legal Forms § 55.22, COMMERCIAL TRANSACTIONS, Contracts, Contractual Terms, Texas Transaction Guide—Legal Forms.

10-55 Texas Transaction Guide—Legal Forms § 55.100, COMMERCIAL TRANSACTIONS, Contracts, Facts, Texas Transaction Guide—Legal Forms.

10-55 Texas Transaction Guide—Legal Forms § 55.112, COMMERCIAL TRANSACTIONS, Contracts, Provisions Pertaining to Performance, Texas Transaction Guide—Legal Forms.

10-55 Texas Transaction Guide—Legal Forms § 55.130, COMMERCIAL TRANSACTIONS, Contracts, Outline and First Draft, Texas Transaction Guide—Legal Forms.

10-55 Texas Transaction Guide—Legal Forms § 55.220, COMMERCIAL TRANSACTIONS, Contracts, Parties, Texas Transaction Guide—Legal Forms.

10-55 Texas Transaction Guide—Legal Forms § 55.235, COMMERCIAL TRANSACTIONS, Contracts, Place of Performance and Venue, Texas Transaction Guide—Legal Forms.

Practice Guides

5-61 Dorsaneo, Texas Litigation Guide § 61.01, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), General Venue Statute, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.03, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Permissive Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.100, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Miscellaneous Venue Allegations, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.202, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Case Law, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.035

11-170 Dorsaneo, Texas Litigation Guide § 170.100, Pleadings in Business Entity Litigation (Chs. 160-205), Corporate Securities (Chs. 170-172), Petition to Collect Unpaid Subscription for Shares, Dorsaneo, Texas Litigation Guide.

14-210 Dorsaneo, Texas Litigation Guide § 210.51, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Drafting Petition, Dorsaneo, Texas Litigation Guide.

14-210 Dorsaneo, Texas Litigation Guide § 210.200, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

14-210A Dorsaneo, Texas Litigation Guide § 210A.52, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Drafting Plaintiff's Petition, Dorsaneo, Texas Litigation Guide.

14-210A Dorsaneo, Texas Litigation Guide § 210A.200, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

14-214 Dorsaneo, Texas Litigation Guide § 214.05, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Jurisdiction, Dorsaneo, Texas Litigation Guide.

14-214 Dorsaneo, Texas Litigation Guide § 214.100, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Petition Against Carrier—Damage to Goods, Dorsaneo, Texas Litigation Guide.

14-215 Dorsaneo, Texas Litigation Guide § 215.51, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Drafting Petition for Breach of Lease Contract, Dorsaneo, Texas Litigation Guide.

14-216 Dorsaneo, Texas Litigation Guide § 216.08, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Procedural Matters, Dorsaneo, Texas Litigation Guide.

14-221 Dorsaneo, Texas Litigation Guide § 221.201, Pleadings in Commercial Litigation (Chs. 210-242), Deceptive Practices and Warranties (Chs. 220-223), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

14-222 Dorsaneo, Texas Litigation Guide § 222.06, Pleadings in Commercial Litigation (Chs. 210-242), Deceptive Practices and Warranties (Chs. 220-223), Suit Under BOA, Dorsaneo, Texas Litigation Guide.

15-231 Dorsaneo, Texas Litigation Guide § 231.50, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

16-236 Dorsaneo, Texas Litigation Guide § 236.23, Pleadings in Commercial Litigation (Chs. 210-242), Financing Division III (Chs. 230-236), Procedural Considerations, Dorsaneo, Texas Litigation Guide.

16-240 Dorsaneo, Texas Litigation Guide § 240.100, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Petition to Foreclose Security Interest, Dorsaneo, Texas Litigation Guide.

16-242 Dorsaneo, Texas Litigation Guide § 242.20, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Venue, Dorsaneo, Texas Litigation Guide.

16-242 Dorsaneo, Texas Litigation Guide § 242.50, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Debtor's Choice of Remedies, Dorsaneo, Texas Litigation Guide.

16-242 Dorsaneo, Texas Litigation Guide § 242.51, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Debtor's Pleadings, Dorsaneo, Texas Litigation Guide.

16-242 Dorsaneo, Texas Litigation Guide § 242.100, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Petition Alleging Common-Law Unreasonable Collection Efforts, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.035

16-242 Dorsaneo, Texas Litigation Guide § 242.101, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Petition Alleging Violation of Texas Debt Collection Practices Act, Dorsaneo, Texas Litigation Guide.

16-242 Dorsaneo, Texas Litigation Guide § 242.201, Pleadings in Commercial Litigation (Chs. 210-242), Collection (Chs. 240-242), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

17-255 Dorsaneo, Texas Litigation Guide § 255.110, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Petition for Deficiency Judgment Following Foreclosure of Deed of Trust, Dorsaneo, Texas Litigation Guide.

17-255 Dorsaneo, Texas Litigation Guide § 255.202, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

17-256 Dorsaneo, Texas Litigation Guide § 256.51, Pleadings in Real Estate Litigation (Chs. 250-285), Title Acquisition (Chs. 250-257), Drafting Plaintiff's Petition, Dorsaneo, Texas Litigation Guide.

18-270 Dorsaneo, Texas Litigation Guide § 270.61, Pleadings in Real Estate Litigation (Chs. 250-285), Improvement of Realty (Chs. 270-271), Defendant's Pleadings, Dorsaneo, Texas Litigation Guide.

18-283 Dorsaneo, Texas Litigation Guide § 283.201, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), State Statutes, Dorsaneo, Texas Litigation Guide.

23-372 Dorsaneo, Texas Litigation Guide § 372.60, Family Code Litigation (Chs. 360-382), Custody and Support (Chs. 370-374), Petition for Writ of Habeas Corpus to Recover Possession of Child, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.036

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter C Permissive Venue (§§ 15.031 — 15.060)

Sec. 15.036. Corporations and Associations [Repealed].

Repealed by Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 10, effective August 28, 1995.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985; am. Acts 1987, 70th Leg., 1st C.S., ch. 4 (S.B. 7), § 1, effective September 2, 1987.

Annotations

LexisNexis® Notes

Case Notes

Civil Procedure: Venue: Motions to Transfer: General Overview

Appellees' failure to show that any part of the action against appellants accrued in the county of venue merited reversal of the judgment for appellees and a transfer of the case to the county with proper venue, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.036. *Accent Energy Corp. v. Gillman*, 824 S.W.2d 274, 1992 Tex. App. LEXIS 218 (Tex. App. Amarillo Jan. 23, 1992, writ denied).

Guardian of the ward failed to meet her burden of proving that venue lay in Starr County in her action seeking damages on behalf of the ward for personal injuries he suffered while working for a well owned by defendant; defendant was entitled to transfer venue from Starr County to Harris County where defendant's principal office was situated in Harris County. *Conoco, Inc. v. Ruiz*, 818 S.W.2d 118, 1991 Tex. App. LEXIS 2848 (Tex. App. San Antonio Sept. 25, 1991), writ granted No. D-1903 (Tex. 1992), aff'd in part and rev'd in part, No. D-1903, 1992 Tex. LEXIS 186 (Tex. Dec. 31, 1992).

Tex. Civ. Prac. & Rem. Code § 15.037

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter C Permissive Venue (§§ 15.031 — 15.060)

Sec. 15.037. Foreign Corporations [Repealed].

Repealed by Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 10, effective August 28, 1995.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985; am. Acts 1987, 70th Leg., 1st C.S., ch. 4 (S.B. 7), § 1, effective September 2, 1987.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.038

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter C Permissive Venue (§§ 15.031 — 15.060)

Sec. 15.038. Other Permissive Venue.

An action governed by any other statute prescribing permissive venue may be brought in the county allowed by that statute.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See also Texas Rule of Civil Procedure 86.

Case Notes

Antitrust & Trade Law: Consumer Protection: Deceptive Acts & Practices: State Regulation

Civil Procedure: Venue: General Overview

Civil Procedure: Venue: Multiparty Litigation

Antitrust & Trade Law: Consumer Protection: Deceptive Acts & Practices: State Regulation

Venue for the client's suit against the law firm was proper in that county under the Texas Theft Liability Act, Tex. Civ. Prac. & Rem. Code Ann. § 134.004, as the facts included the client's accusation that the agent committed theft of property situated in Hidalgo County while acting as an agent of the law firm. .

Civil Procedure: Venue: General Overview

Because suit regarding the enforceability of a recording contract would have been proper in more than one county, the doctrine of dominant jurisdiction applied (the contract was negotiated in one county and the albums were to be recorded in that county, while the record company resided in another county). In re Ayala, No. 13-07-140-CV, 2007 Tex. App. LEXIS 3319 (Tex. App. Corpus Christi Apr. 27, 2007).

Civil Procedure: Venue: Multiparty Litigation

Where only two out of 11 plaintiffs were Texas companies in an action brought under the Texas Free Enterprise and Antitrust Act of 1983, venue was proper because the Act contained its own venue provisions, Tex. Bus. & Com. Code Ann. § 15.21(a)(1) and Tex. Bus. & Com. Code Ann. § 15.26, which fell under "other permissive venue" in Tex. Civ. Prac. & Rem. Code Ann. § 15.038, and defendant did not deny that one of the Texas plaintiffs had its principal place of business in the county in which suit was filed. Southwestern Bell Tel. Co. v. Superior Payphones, Ltd., No. 13-05-661-CV, 2006-1 Trade Cas. (CCH) ¶75165, 2006 Tex. App. LEXIS 1502 (Tex. App. Corpus Christi Feb. 23, 2006), pet. dism'd by agr. No. 06-0288, 2006 Tex. LEXIS 1153 (Tex. Nov. 10, 2006).

Venue for the client's suit against the law firm was proper in that county under the Texas Theft Liability Act, Tex. Civ. Prac. & Rem. Code Ann. § 134.004, as the facts included the client's accusation that the agent committed theft of property situated in Hidalgo County while acting as an agent of the law firm. .

Research References & Practice Aids

Treatises

5-100 Texas Torts and Remedies § 100.22, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Permissive Venue Exceptions, Texas Torts and Remedies.

Practice Guides

5-61 Dorsaneo, Texas Litigation Guide § 61.03, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Permissive Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.039

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter C Permissive Venue (§§ 15.031 — 15.060)

Sec. 15.039. Transient Person.

A transient person may be sued in any county in which he may be found.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See also Texas Rule of Civil Procedure 86.

Research References & Practice Aids

Treatises

5-100 Texas Torts and Remedies § 100.22, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Permissive Venue Exceptions, Texas Torts and Remedies.

Practice Guides

1-1 Dorsaneo, Texas Litigation Guide § 1.04, Pretrial Practice (Chs. 1-114), Prelitigation Planning (Chs. 1-4), Preparation of Responsive Pleadings, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.039

5-61 Dorsaneo, Texas Litigation Guide § 61.20, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Procedure When Party Seeks to Transfer Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.50, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Determining and Pleading Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.040

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter C Permissive Venue (§§ 15.031 — 15.060)

Sec. 15.040. Nonresidents; Residence Unknown [Repealed].

Repealed by Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 10, effective August 28, 1995.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.041

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter C Permissive Venue (§§ 15.031 — 15.060)

Secs. 15.041 to 15.060. [Reserved for expansion].

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.061

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter D General Provisions (§§ 15.061 — 15.080)

Sec. 15.061. Joinder of Defendants or Claims [Repealed].

Repealed by Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 10, effective August 28, 1995.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.062

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter D General Provisions (§§ 15.061 — 15.080)

Sec. 15.062. Counterclaims, Cross Claims, and Third-Party Claims.

(a) Venue of the main action shall establish venue of a counterclaim, cross claim, or third-party claim properly joined under the Texas Rules of Civil Procedure or any applicable statute.

(b) If an original defendant properly joins a third-party defendant, venue shall be proper for a claim arising out of the same transaction, occurrence, or series of transactions or occurrences by the plaintiff against the third-party defendant if the claim arises out of the subject matter of the plaintiff's claim against the original defendant.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985; am. Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 4, effective August 28, 1995.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

1995 Note:

See note following § 15.001.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See also Texas Rule of Civil Procedure 86.

Case Notes

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions: Concurrent Jurisdiction**Civil Procedure: Venue****Civil Procedure: Venue: General Overview****Civil Procedure: Venue: Corporations****Civil Procedure: Venue: Individual Defendants****Civil Procedure: Venue: Motions to Transfer****Civil Procedure: Venue: Motions to Transfer: Interests of Justice****Civil Procedure: Venue: Multiparty Litigation****Civil Procedure: Venue: Special Venue****Civil Procedure: Pleading & Practice: Pleadings: Counterclaims: Permissive Counterclaims****Civil Procedure: Pleading & Practice: Pleadings: Impleader****Civil Procedure: Parties****Civil Procedure: Parties: Joinder****Civil Procedure: Parties: Joinder: Permissive Joinder****Civil Procedure: Appeals: Appellate Jurisdiction: Interlocutory Orders****Governments: Public Improvements: Sanitation & Water****Torts: Public Entity Liability: Liability: State Tort Claims Acts: Venue****Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions: Concurrent Jurisdiction**

Where the mortgagees filed an action against the debtor in the county where the property and the debtor's primary place of business were located, and the debtor filed a subsequent action against the mortgagees in another county, the trial court abused its discretion in denying the mortgagees' motion to abate because the lawsuits were inherently interrelated and the first county possessed dominant jurisdiction because venue was proper there. In re PlainsCapital Bank, No. 13-17-00021-CV, 2018 Tex. App. LEXIS 4152 (Tex. App. Corpus Christi June 8, 2018).

Civil Procedure: Venue

In a tort action arising from a motor vehicle collision, the trial court erred in dismissing plaintiff's third-party petition against Texas Department of Transportation because section 15.062(a) was the mandatory venue provision, plaintiff chose to file suit in Dallas County, and no party challenged Dallas County as a county of proper venue. Compliance with section 101.102(a)'s provisions was not a statutory prerequisite or a jurisdictional requirement for filing suit; the third-party-venue provision controlled over other mandatory venue provisions. Pioneer Nat. Res. USA, Inc. v. Tex. DOT, No. 05-17-01245-CV, 2018 Tex. App. LEXIS 5554 (Tex. App. Dallas July 20, 2018).

Civil Procedure: Venue: General Overview

Tex. Civ. Prac. & Rem. Code § 15.062

In a legal malpractice case, an attorney's claims alleging a violation of a settlement agreement, which were filed before dismissal of the original action, were deemed permissive counterclaims to the original action under Tex. R. Civ. P. 97(b), as to which venue was controlled by venue of the underlying action pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.062. *Fleming v. Ahumada*, 193 S.W.3d 704, 2006 Tex. App. LEXIS 4366 (Tex. App. Corpus Christi May 18, 2006), reh'g denied, No. 13-03-139-CV, 2006 Tex. App. LEXIS 6009 (Tex. App. Corpus Christi July 6, 2006).

Civil Procedure: Venue: Corporations

In plaintiff farmer's suit against defendant oil company that was not a resident of the county in which suit had been brought, in denying the oil company's plea of privilege regarding venue under Tex. Rev. Civ. Stat. Ann. art. 1995, § 4, evidence was not necessary at all with respect to the claim alleged against the oil company; once there was evidence of a claim against defendant resident supply corporation, the pleadings could be resorted to in order to see if the action was joint or was intimately connected with the claim alleged against the oil company. *Shell Oil Co. v. Greenburg*, 380 S.W.2d 758, 1964 Tex. App. LEXIS 2643 (Tex. Civ. App. San Antonio June 3, 1964, no writ).

Civil Procedure: Venue: Individual Defendants

Where the mortgagees filed an action against the debtor in the county where the property and the debtor's primary place of business were located, and the debtor filed a subsequent action against the mortgagees in another county, the trial court abused its discretion in denying the mortgagees' motion to abate because the lawsuits were inherently interrelated and the first county possessed dominant jurisdiction because venue was proper there. In re *PlainsCapital Bank*, No. 13-17-00021-CV, 2018 Tex. App. LEXIS 4152 (Tex. App. Corpus Christi June 8, 2018).

Where crane owner's liability in a tort case was based on strict liability and the court concluded that crane owner did not have a cause of action for indemnity against resident cross-claim defendant, crane owner could not establish the predicate needed to maintain venue against power company as a non-resident cross-claim defendant pursuant to former Tex. Rev. Civ. Stat. Ann. art. 1995(4). *Southwestern Electric Power Co. v. Martin Equipment Co.*, 593 S.W.2d 428, 1980 Tex. App. LEXIS 2954 (Tex. Civ. App. Dallas Jan. 24, 1980, no writ).

Where, in a suit upon a note, the obligor brought a third-party action against the holders of other notes in the series, one of whom was a resident of the forum county, the plea of privilege of the other holders was sustained where the resident holder had not been served and venue could not be sustained. *Television Properties, Inc. v. McCarty*, 369 S.W.2d 63, 1963 Tex. App. LEXIS 2132 (Tex. Civ. App. Dallas May 31, 1963, no writ).

Civil Procedure: Venue: Motions to Transfer

In plaintiff's suit against an energy company for breach of contract and for an accounting, venue was proper in Harris County, Texas, under the general venue statute, because it was the company's principal place of business; however, when the energy company joined third parties by filing a claim against them for declaratory judgment regarding the apportionment of the royalty interests, the third-party-venue provision became controlling over the general venue statute. The third-party-venue provision honored the general rule that the plaintiff makes the first choice of appropriate venue. *Perryman v. Spartan Tex. Six Capital Partners, Ltd.*, 546 S.W.3d 110, 2018 Tex. LEXIS 350 (Tex. 2018).

That the contractor filed a third-party petition against the school district was of no moment, as it was the main action between the contractor and the subcontractor that determined venue, not the third-party action; because there had been a prior venue determination and the claim that venue was mandatory in Brooks County had always been available to the contractor, it was not entitled to a subsequent venue determination and it would have been improper for the trial court to make a subsequent venue determination. In re *Rigney Constr. & Dev., LLC*, No. 12-17-00370-CV, 2018 Tex. App. LEXIS 1026 (Tex. App. Tyler Feb. 6, 2018).

Civil Procedure: Venue: Motions to Transfer: Interests of Justice

Statute was a mandatory venue provision that would thus control over the permissive venue provision established by the company, and the record reflected no attempt, proper or otherwise, by the employer to join the company in the employee's original suit against her, and the 219th District Court improperly granted the employee's motion to transfer venue from Collin County to the 193rd District Court in Dallas County; the employee failed to offer any evidence or even allege in her motion that maintenance of the action in Collin County would work an injustice to her considering her economic and personal hardship. *Condie v. McLaughlin*, No. 05-18-00085-CV, 2019 Tex. App. LEXIS 4593 (Tex. App. Dallas June 4, 2019).

Civil Procedure: Venue: Multiparty Litigation

Trial court did not abuse its discretion in denying third-party defendants' motion to transfer venue where Tex. Civ. Prac. & Rem. Code Ann. § 15.062(b) did not apply because the third-party claim against third-party defendants was made by defendant, and not by plaintiff. To allow a defendant's third-party claim to fix venue for the main action would run afoul of the direct mandate of § 15.062(a). *In re Perryman*, No. 14-13-00131-CV, 2013 Tex. App. LEXIS 4336 (Tex. App. Houston 14th Dist. Apr. 4, 2013).

Appellate court's jurisdiction to hear an interlocutory appeal of a trial court's denial of appellants' motions to transfer venue was not invoked under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) where appellees' cross-claim did not transform them into "plaintiffs" because they were sued by the plaintiff in the underlying action and brought their cross-claim in the same capacities—individually as legal heirs and as personal representatives of their daughter's estate. As such, venue for their cross-claim was established in Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a). *Harding Bars, LLC v. McCaskill*, 374 S.W.3d 517, 2012 Tex. App. LEXIS 4642 (Tex. App. San Antonio June 13, 2012, no pet.).

Trial court did not abuse its discretion by denying the motion to transfer venue filed by Galveston County, Texas, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.015, because Tex. Civ. Prac. & Rem. Code Ann. § 15.015 and Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a) applied to different circumstances and when a third-party defendant was involved, Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a) dictated that venue was established by the main action; the only expressed requirement under Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a) was that the third-party claim be "properly joined," which was not contested. *In re County of Galveston*, 211 S.W.3d 879, 2006 Tex. App. LEXIS 10881 (Tex. App. Houston 14th Dist. Dec. 21, 2006, no pet.).

Because a seller did not show that a supplier's suit against it was related to the seller's claims against a buyer, a third-party action against the buyer was improperly joined under Tex. R. Civ. P. 38, and Tex. Civ. Prac. & Rem. Code Ann. § 15.062 did not provide venue for the third-party action. *In re Kyocera Wireless Corp.*, 162 S.W.3d 758, 2005 Tex. App. LEXIS 2813 (Tex. App. El Paso Apr. 12, 2005, no pet.).

Under former Tex. Rev. Civ. Stat. Ann. art. 1995, § 4, health care providers sued by the personal representative of a decedent's estate were entitled to be sued in the county of their residence, because the medical malpractice action was not sufficiently connected to a related products liability action against the owner and manufacturer of the crane that caused the decedent's injuries so as to justify the joinder of the health care providers in products liability action. *Martinez v. F.M.C. Corp.*, 666 S.W.2d 654, 1984 Tex. App. LEXIS 5097 (Tex. App. Corpus Christi Feb. 23, 1984, pet. dismissed w.o.j.).

Civil Procedure: Venue: Special Venue

That the contractor filed a third-party petition against the school district was of no moment, as it was the main action between the contractor and the subcontractor that determined venue, not the third-party action; because there had

been a prior venue determination and the claim that venue was mandatory in Brooks County had always been available to the contractor, it was not entitled to a subsequent venue determination and it would have been improper for the trial court to make a subsequent venue determination. *In re Rigney Constr. & Dev., LLC*, No. 12-17-00370-CV, 2018 Tex. App. LEXIS 1026 (Tex. App. Tyler Feb. 6, 2018).

Civil Procedure: Pleading & Practice: Pleadings: Counterclaims: Permissive Counterclaims

In a legal malpractice case, an attorney's claims alleging a violation of a settlement agreement, which were filed before dismissal of the original action, were deemed permissive counterclaims to the original action under Tex. R. Civ. P. 97(b), as to which venue was controlled by venue of the underlying action pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.062. *Fleming v. Ahumada*, 193 S.W.3d 704, 2006 Tex. App. LEXIS 4366 (Tex. App. Corpus Christi May 18, 2006), reh'g denied, No. 13-03-139-CV, 2006 Tex. App. LEXIS 6009 (Tex. App. Corpus Christi July 6, 2006).

Civil Procedure: Pleading & Practice: Pleadings: Impleader

Trial court did not abuse its discretion in denying third-party defendants' motion to transfer venue where Tex. Civ. Prac. & Rem. Code Ann. § 15.062(b) did not apply because the third-party claim against third-party defendants was made by defendant, and not by plaintiff. To allow a defendant's third-party claim to fix venue for the main action would run afoul of the direct mandate of § 15.062(a). *In re Perryman*, No. 14-13-00131-CV, 2013 Tex. App. LEXIS 4336 (Tex. App. Houston 14th Dist. Apr. 4, 2013).

Civil Procedure: Parties

In plaintiff's suit against an energy company for breach of contract and for an accounting, venue was proper in Harris County, Texas, under the general venue statute, because it was the company's principal place of business; however, when the energy company joined third parties by filing a claim against them for declaratory judgment regarding the apportionment of the royalty interests, the third-party-venue provision became controlling over the general venue statute. The third-party-venue provision honored the general rule that the plaintiff makes the first choice of appropriate venue. *Perryman v. Spartan Tex. Six Capital Partners, Ltd.*, 546 S.W.3d 110, 2018 Tex. LEXIS 350 (Tex. 2018).

Civil Procedure: Parties: Joinder

No statutory authority existed for appellants' interlocutory appeal of the trial court's denial of their motion to sever and transfer venue of third-party claims filed by a construction company, because section 15.003, which authorizes interlocutory appeals in suits where there are multiple plaintiffs, is inapplicable to a defendant's third-party claim against third-party defendants. A third-party plaintiff is not a plaintiff, but a defendant suing a non-party; joinder of third-party claims is governed by section 15.062. *Pedison USA, Inc. v. CNC Constr. Inc.*, No. 02-16-00271-CV, 2016 Tex. App. LEXIS 12543 (Tex. App. Fort Worth Nov. 23, 2016).

Civil Procedure: Parties: Joinder: Permissive Joinder

Because a seller did not show that a supplier's suit against it was related to the seller's claims against a buyer, a third-party action against the buyer was improperly joined under Tex. R. Civ. P. 38, and Tex. Civ. Prac. & Rem. Code Ann. § 15.062 did not provide venue for the third-party action. *In re Kyocera Wireless Corp.*, 162 S.W.3d 758, 2005 Tex. App. LEXIS 2813 (Tex. App. El Paso Apr. 12, 2005, no pet.).

Civil Procedure: Appeals: Appellate Jurisdiction: Interlocutory Orders

No statutory authority existed for appellants' interlocutory appeal of the trial court's denial of their motion to sever and transfer venue of third-party claims filed by a construction company, because section 15.003, which authorizes interlocutory appeals in suits where there are multiple plaintiffs, is inapplicable to a defendant's third-party claim against third-party defendants. A third-party plaintiff is not a plaintiff, but a defendant suing a non-party; joinder of third-party claims is governed by section 15.062. *Pedison USA, Inc. v. CNC Constr. Inc.*, No. 02-16-00271-CV, 2016 Tex. App. LEXIS 12543 (Tex. App. Fort Worth Nov. 23, 2016).

In a city's action contesting water renewal rates set by the directors of the Sabine River Authority of Texas (SRA), the court of appeals did not have jurisdiction over an interlocutory appeal from the denial of the city's motion to transfer venue of the SRA's claim in intervention because Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), (b) did not apply; the SRA, as an intervening party, was properly characterized as a defendant. *City of Dallas v. Abney*, No. 09-16-00038-CV, 2016 Tex. App. LEXIS 6140 (Tex. App. Beaumont June 9, 2016), app. dismissed, No. 09-16-00246-CV, 2017 Tex. App. LEXIS 10779 (Tex. App. Beaumont Nov. 16, 2017).

Appellate court's jurisdiction to hear an interlocutory appeal of a trial court's denial of appellants' motions to transfer venue was not invoked under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) where appellees' cross-claim did not transform them into "plaintiffs" because they were sued by the plaintiff in the underlying action and brought their cross-claim in the same capacities—individually as legal heirs and as personal representatives of their daughter's estate. As such, venue for their cross-claim was established in Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a). *Harding Bars, LLC v. McCaskill*, 374 S.W.3d 517, 2012 Tex. App. LEXIS 4642 (Tex. App. San Antonio June 13, 2012, no pet.).

Governments: Public Improvements: Sanitation & Water

In a city's action contesting water renewal rates set by the directors of the Sabine River Authority of Texas (SRA), the court of appeals did not have jurisdiction over an interlocutory appeal from the denial of the city's motion to transfer venue of the SRA's claim in intervention because Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), (b) did not apply; the SRA, as an intervening party, was properly characterized as a defendant. *City of Dallas v. Abney*, No. 09-16-00038-CV, 2016 Tex. App. LEXIS 6140 (Tex. App. Beaumont June 9, 2016), app. dismissed, No. 09-16-00246-CV, 2017 Tex. App. LEXIS 10779 (Tex. App. Beaumont Nov. 16, 2017).

Torts: Public Entity Liability: Liability: State Tort Claims Acts: Venue

In a tort action arising from a motor vehicle collision, the trial court erred in dismissing plaintiff's third-party petition against Texas Department of Transportation because section 15.062(a) was the mandatory venue provision, plaintiff chose to file suit in Dallas County, and no party challenged Dallas County as a county of proper venue. Compliance with section 101.102(a)'s provisions was not a statutory prerequisite or a jurisdictional requirement for filing suit; the third-party-venue provision controlled over other mandatory venue provisions. *Pioneer Nat. Res. USA, Inc. v. Tex. DOT*, No. 05-17-01245-CV, 2018 Tex. App. LEXIS 5554 (Tex. App. Dallas July 20, 2018).

Research References & Practice Aids

LAW REVIEWS

46 Baylor L. Rev. 669.

51 Baylor L. Rev. 1.

Treatises

5-100 Texas Torts and Remedies § 100.24, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Counterclaims, Cross-Claims, and Third-Party Actions, Texas Torts and Remedies.

Practice Guides

1-5 Texas Civil Trial Guide § 5.30, NON-EVIDENTIARY MOTIONS, MOTION FOR SEVERANCE, Legal Background, Texas Civil Trial Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.05, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Counterclaims, Cross-Claims, and Third-Party Actions, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

5-71 Dorsaneo, Texas Litigation Guide § 71.03, Pretrial Practice (Chs. 1-114), Defendant's Pleadings (Chs. 70-72), Venue, Dorsaneo, Texas Litigation Guide.

5-71 Dorsaneo, Texas Litigation Guide § 71.200, Pretrial Practice (Chs. 1-114), Defendant's Pleadings (Chs. 70-72), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

5-80 Dorsaneo, Texas Litigation Guide § 80.03, Pretrial Practice (Chs. 1-114), Joinder of Additional Parties (Chs. 80-82), Restrictions on Voluntary Joinder, Dorsaneo, Texas Litigation Guide.

5-80 Dorsaneo, Texas Litigation Guide § 80.50, Pretrial Practice (Chs. 1-114), Joinder of Additional Parties (Chs. 80-82), Guide for Party Seeking to Implead Third Party, Dorsaneo, Texas Litigation Guide.

5-80 Dorsaneo, Texas Litigation Guide § 80.201, Pretrial Practice (Chs. 1-114), Joinder of Additional Parties (Chs. 80-82), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

14-216 Dorsaneo, Texas Litigation Guide § 216.08, Pleadings in Commercial Litigation (Chs. 210-242), Contracts and Sales (Chs. 210-216), Procedural Matters, Dorsaneo, Texas Litigation Guide.

19-291 Dorsaneo, Texas Litigation Guide § 291.54, Pleadings in Personal Injury Litigation (Chs. 290-351), General Negligence Liability (Chs. 290-293), Responsive Pleadings in Defense of Claim for Indemnity or Contribution, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.063

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter D General Provisions (§§ 15.061 — 15.080)

Sec. 15.063. Transfer.

The court, on motion filed and served concurrently with or before the filing of the answer, shall transfer an action to another county of proper venue if:

- (1) the county in which the action is pending is not a proper county as provided by this chapter;
- (2) an impartial trial cannot be had in the county in which the action is pending; or
- (3) written consent of the parties to transfer to any other county is filed at any time.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See also Texas Rule of Civil Procedure 86.

Case Notes

Civil Procedure: Venue: Corporations**Civil Procedure: Venue: Individual Defendants****Civil Procedure: Venue: Motions to Transfer****Civil Procedure: Venue: Motions to Transfer: General Overview****Civil Procedure: Venue: Motions to Transfer: Choice of Forum****Civil Procedure: Venue: Multiparty Litigation****Civil Procedure: Pleading & Practice: Motion Practice: Time Limitations****Civil Procedure: Pretrial Judgments: Nonsuits****Civil Procedure: Settlements: Settlement Agreements: Enforcement: Breach of Contract Actions****Civil Procedure: Pretrial Matters: Separate Trials****Civil Procedure: Appeals: Reviewability: Preservation for Review****Energy & Utilities Law: Gas Industry: Distribution & Sale****Insurance Law: General Liability Insurance: Coverage: General Overview****Torts: Malpractice & Professional Liability: Healthcare Providers****Torts: Procedure: Commencement & Prosecution: Venue****Civil Procedure: Venue: General Overview**

Denial of motion to transfer venue was proper, because the contract for legal services specifically placed venue in Bexar County; the attorneys pled and submitted proof that the attorney retention agreement and supplement were signed by the clients, and provided that performance would occur in Bexar County. *Thomas v. Hoelke*, No. 04-09-00771-CV, 2010 Tex. App. LEXIS 4501 (Tex. App. San Antonio June 16, 2010).

In a real estate dispute, a venue complaint was waived under Tex. Civ. Prac. & Rem. Code Ann. § 15.063 and Tex. R. App. P. 33.1 by reason of failure to file and serve a motion to transfer venue with or before filing the answer. *Winkle v. Benton*, No. 03-05-00684-CV, 2006 Tex. App. LEXIS 8450 (Tex. App. Austin Sept. 29, 2006).

Because venue in Bexar County was improper in a suit to enforce a settlement agreement, a provision of the agreement regarding venue in Bexar County was not enforceable under Tex. Civ. Prac. & Rem. Code Ann. § 15.063. *Fleming v. Ahumada*, 193 S.W.3d 704, 2006 Tex. App. LEXIS 4366 (Tex. App. Corpus Christi May 18, 2006), reh'g denied, No. 13-03-139-CV, 2006 Tex. App. LEXIS 6009 (Tex. App. Corpus Christi July 6, 2006).

Civil Procedure: Venue: Corporations

Venue was improper in the county where a subcontractor sued a general contractor for breach of contract because there was no evidence that the general contractor had a principal office in the county and no probative evidence that acts or omissions giving rise to the subcontractor's claim occurred in the county. Remand was necessary because there was no evidence that the general contractor had a principal office in the county in which it sought to transfer the suit even though it had a registered office for service of process in the county. *Ken-Do Contr., L.P. v. F.A. Brown's Constr., L.L.C.*, No. 05-16-00373-CV, 2017 Tex. App. LEXIS 7434 (Tex. App. Dallas Aug. 7, 2017).

Civil Procedure: Venue: Individual Defendants

In an action on a credit card debt, because the debtor never filed a motion to challenge venue, the creditor's choice of venue was deemed proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.063 and Tex. R. Civ. P. 86. *Hosack v. Citibank, N.A.*, No. 12-05-00173-CV, 2006 Tex. App. LEXIS 2695 (Tex. App. Tyler Apr. 5, 2006), reh'g denied, No. 12-05-00173-CV, 2006 Tex. App. LEXIS 7406 (Tex. App. Tyler May 2, 2006).

Trial court properly denied motion to transfer venue in an action by an assignee of a vehicle lease where, under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1), the action was properly brought in the county where events and omissions occurred that related to the assumption agreements, which were the "real obligations" sued upon. *Frost Nat'l Bank v. L & F Distributions*, 122 S.W.3d 922, 2003 Tex. App. LEXIS 10423 (Tex. App. Corpus Christi Dec. 11, 2003), rev'd, 165 S.W.3d 310, 2005 Tex. LEXIS 421 (Tex. 2005).

Where nothing about the insurer's coverage dispute against the insureds was connected in a material way to Milam County (as the accident occurred in Hidalgo county and was settled by the insurer in that county) and any connection between the coverage issues and Milam County was tangential and insubstantial, Milam County was not a county of proper venue and the district court erred in denying the insured's motion to transfer venue because the county of suit, Milam County, was not the site of all or a substantial part of the events giving rise to the lawsuit. *Chiriboga v. State Farm Mut. Auto. Ins. Co.*, 96 S.W.3d 673, 2003 Tex. App. LEXIS 309 (Tex. App. Austin Jan. 16, 2003, no pet.).

Civil Procedure: Venue: Motions to Transfer

Trial court abused its discretion by severing a wrongful death action that was filed against four defendants into three separate suits because the three cases involved the same evidence, highly interwoven facts, and the same legal theories; the defendants in each of these proceedings would likely identify the others as responsible third parties so that the combined negligence of all four defendants could be apportioned. Three defendants preserved their right to challenge proper venue by filing timely motions to transfer venue; therefore, the venue rules and the rules governing severances required the trial court transfer the entire case to a county of proper venue. *In re Johnson*, 548 S.W.3d 95, 2018 Tex. App. LEXIS 2048 (Tex. App. Beaumont Mar. 22, 2018, no pet.).

In a tort suit arising from the explosion of a propane tank and the resulting personal injury and wrongful death damages, plaintiff was not permitted to fraudulently secure venue in one county and then nonsuit and refile the same claims against the same parties in another county; therefore, the second court abused its discretion by denying defendant's motion to dismiss or transfer and retaining venue. Only one venue determination may be made in a proceeding, and Tex. R. Civ. P. 87 specifically prohibits changes in venue after the initial venue ruling. *In re Lowe's Home Ctrs., L.L.C.*, 531 S.W.3d 861, 2017 Tex. App. LEXIS 7106 (Tex. App. Corpus Christi July 28, 2017, no pet.).

Trial court erred in failing to transfer venue of an injury suit from Jefferson County to Howard County because the worker was injured in Howard; his allegation that a defendant had formed a contract in Jefferson did not establish venue in Jefferson, and defendant specifically denied that events giving rise to the claim occurred in Jefferson. *In re Berry GP, Inc.*, 530 S.W.3d 201, 2016 Tex. App. LEXIS 11913 (Tex. App. Beaumont Nov. 3, 2016, no pet.).

Although the court erred by granting the insurer's motion to transfer venue after the insurer waived the objection, the error was harmless because the property at issue was located in Live Oak County and not Jim Wells County. *Adame v. State Farm Lloyds*, 506 S.W.3d 96, 2016 Tex. App. LEXIS 9736 (Tex. App. Corpus Christi Sept. 1, 2016), reh'g denied, No. 13-15-00357-CV, 2016 Tex. App. LEXIS 13898 (Tex. App. Corpus Christi Oct. 5, 2016).

If the insurer was never a proper party because the driver had no valid claims against the insurer, then there was no reason for the company and employee to have delayed in seeking a hearing on their venue motion; either the venue motion was improper from the time of its filing or it was properly filed and the company waived its venue objection by delaying 18 months to seek a hearing and by agreeing to a scheduling order that set the case for trial

without making such agreement subject to its venue objection. *CMH Set & Finish, Inc. v. Taylor*, No. 05-14-01407-CV, 2016 Tex. App. LEXIS 3378 (Tex. App. Dallas Mar. 31, 2016).

Civil Procedure: Venue: Motions to Transfer: General Overview

In a fraud action, the trial court improperly transferred venue to Smith County, Texas, because appellant requested the trial court to transfer venue to the county of her residence, Cass County, Texas; thus, the court had no authority to transfer venue to Smith County. Because appellant provided uncontroverted proof that she was a resident of Cass County, that county was a proper county for venue. *Belford v. Leonhart*, No. 12-14-00057-CV, 2014 Tex. App. LEXIS 9192 (Tex. App. Tyler Aug. 20, 2014).

In a workers' compensation case filed by a Mexican citizen in the Texas county nearest his residence, the trial court did not err by transferring venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.063(1) to the county of corporate defendant's principal place of business. The injured worker failed to prove that venue was maintainable in the county of suit, because there was no provision in Tex. Lab. Code Ann. § 410.252(c) for venue in the Texas county nearest a non-resident's place of residence. *Rayas v. Tex. Mut. Ins. Co.*, No. 03-11-00310-CV, 2013 Tex. App. LEXIS 298 (Tex. App. Austin Jan. 11, 2013).

There was no merit to a nurse's claim in her suit that sought redress for alleged injuries from the "wrongful revocation" of her nursing license that the Texas Board of Nursing Examiners waived its venue challenge by not timely filing its motion to transfer where the record reflected that the Board filed its motion to transfer venue contemporaneously with its motion to declare the nurse a vexatious litigant and prior to any other pleadings, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.063 and Tex. R. Civ. P. 86. *Brown v. Tex. State Bd. of Nurse Examiners*, No. 03-05-00508-CV, 2007 Tex. App. LEXIS 8276 (Tex. App. Austin Oct. 18, 2007).

Although an inmate claimed that he filed his action in the wrong county, the court had previously held that filing suit in a different county instead of in the venue mandated by Tex. Civ. Prac. & Rem. Code Ann. § 15.019 did not deprive the trial court of subject matter jurisdiction or render the judgment void; thus, the trial court did not lack jurisdiction and its dismissal order under Tex. Civ. Prac. & Rem. Code Ann. § 14.003 was not void as claimed, and in addition, a plaintiff was not specifically allowed to file a motion to transfer venue if he improvidently brought suit in an improper county, as Tex. Civ. Prac. & Rem. Code Ann. § 15.063 gave defendants the option of challenging venue. *Scott v. Farrar*, No. 01-06-00395-CV, 2007 Tex. App. LEXIS 4277 (Tex. App. Houston 1st Dist. May 31, 2007).

Trial court properly granted an insurance company's motion to transfer venue pursuant to Tex. R. Civ. P. 86, 87 and Tex. Civ. Prac. & Rem. Code Ann. § 15.063(1); probative evidence supported the transfer of venue because the evidence demonstrated that a substantial part of the events or omissions giving rise to the fraud claim against the insurance company occurred in the county to which venue was transferred and not in the county where a fatal automobile/bicycle accident occurred. *Garza v. State & County Mut. Fire Ins. Co.*, No. 2-06-202-CV, 2007 Tex. App. LEXIS 3070 (Tex. App. Fort Worth Apr. 19, 2007), reh'g denied, No. 2-06-202-CV, 2007 Tex. App. LEXIS 4315 (Tex. App. Fort Worth May 24, 2007).

Because a franchisor did not move to transfer venue pursuant to a venue selection clause in the franchise agreement before filing its answer in an action alleging tortious interference with contract, the franchisor failed to comply with the requirement of Tex. Civ. Prac. & Rem. Code Ann. § 15.063 that a motion to transfer venue be filed not later than the date on which the answer was filed; hence, its objection to improper venue was waived under Tex. R. Civ. P. 86(1). *Liu v. CiCi Enters., L.P.*, No. 14-05-00827-CV, 2007 Tex. App. LEXIS 81 (Tex. App. Houston 14th Dist. Jan. 9, 2007).

Where an inmate filed his action alleging assault and battery in one county and defendants did not file a motion to transfer, venue became fixed in that county, notwithstanding that the inmate filed a motion to transfer venue, and the trial court therefore had authority to decide the inmate's claims and the defendants' challenges to the claims. *Scott v. McMillian*, No. 2-05-410-CV, 2006 Tex. App. LEXIS 4311 (Tex. App. Fort Worth May 18, 2006).

Tex. Civ. Prac. & Rem. Code § 15.063

In an action on a credit card debt, because the debtor never filed a motion to challenge venue, the creditor's choice of venue was deemed proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.063 and Tex. R. Civ. P. 86. *Hosack v. Citibank, N.A.*, No. 12-05-00173-CV, 2006 Tex. App. LEXIS 2695 (Tex. App. Tyler Apr. 5, 2006), reh'g denied, No. 12-05-00173-CV, 2006 Tex. App. LEXIS 7406 (Tex. App. Tyler May 2, 2006).

Trial court properly denied motion to transfer venue in an action by an assignee of a vehicle lease where, under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1), the action was properly brought in the county where events and omissions occurred that related to the assumption agreements, which were the "real obligations" sued upon. *Frost Nat'l Bank v. L & F Distribs.*, 122 S.W.3d 922, 2003 Tex. App. LEXIS 10423 (Tex. App. Corpus Christi Dec. 11, 2003), rev'd, 165 S.W.3d 310, 2005 Tex. LEXIS 421 (Tex. 2005).

In a suit on a sworn account to recover insurance policy and audit premiums, the evidence showed that the agreement between the insured's agent and the insurance company required the agent to make payments to the company in Tarrant County and that the insured agreed to pay additional premiums to the company in its Tarrant County office; thus, pursuant to Tex. R. Civ. P. 87(2)(a) and Tex. Civ. Prac. & Rem. Code Ann. §§ 15.063, 15.002(a)(1), and 15.035(a), venue was proper in Tarrant County, and the trial court did not err in denying the insured's motion to transfer venue. *Mekdessi v. Risc, Inc.*, No. 2-02-169-CV, 2003 Tex. App. LEXIS 2652 (Tex. App. Fort Worth Mar. 27, 2003).

Where nothing about the insurer's coverage dispute against the insureds was connected in a material way to Milam County (as the accident occurred in Hidalgo county and was settled by the insurer in that county) and any connection between the coverage issues and Milam County was tangential and insubstantial, Milam County was not a county of proper venue and the district court erred in denying the insured's motion to transfer venue because the county of suit, Milam County, was not the site of all or a substantial part of the events giving rise to the lawsuit. *Chiriboga v. State Farm Mut. Auto. Ins. Co.*, 96 S.W.3d 673, 2003 Tex. App. LEXIS 309 (Tex. App. Austin Jan. 16, 2003, no pet.).

It was reversible error to transfer a pending action from a proper county even if the county of transfer would have been proper if originally chosen by plaintiff, under Tex. Civ. Prac. & Rem. Code Ann. § 15.063. *Cigna Lloyds Ins. Co. v. Bradleys' Elec.*, 993 S.W.2d 673, 1998 Tex. App. LEXIS 2887 (Tex. App. Corpus Christi May 14, 1998, pet. filed), rev'd, 995 S.W.2d 675, 1999 Tex. LEXIS 60 (Tex. 1999).

Venue was erroneously changed in a suit for damages and injunctive relief because under Tex. Civ. Prac. & Rem. Code Ann. § 15.063 plaintiff had the "first choice" of venue and was permitted to choose venue only once. If a county chosen was not proper, the case should have been transferred upon a sufficient motion. *Geochem Tech Corp. v. Verseckes*, 962 S.W.2d 541, 1998 Tex. LEXIS 23 (Tex. 1998).

Where a plaintiff files suit in a county of proper venue, it is reversible error to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.063(1), even if the county of transfer would be proper if originally chosen by the plaintiff. *Newton v. Newton*, 895 S.W.2d 503, 1995 Tex. App. LEXIS 619 (Tex. App. Fort Worth Mar. 23, 1995, no writ).

Texas courts are only allowed to transfer venue if the county in which the action is pending is not a proper county, unless such transfer is in accordance with a written consent of the parties pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.063(3). *Ray v. Farris*, 887 S.W.2d 164, 1994 Tex. App. LEXIS 2342 (Tex. App. Texarkana Sept. 23, 1994), rev'd, 895 S.W.2d 351, 1995 Tex. LEXIS 18 (Tex. 1995).

When a suit was transferred to another county on grounds of venue, and the action was dismissed and refiled, venue remained in county to which the matter was transferred in the first suit. *Hendrick Med. Ctr. v. Howell*, 690 S.W.2d 42, 1985 Tex. App. LEXIS 6705 (Tex. App. Dallas 1985, no writ).

Trial court properly denied appellant employee's plea of privilege to transfer venue to the county of his residence because at the time of the automobile accident in question, appellant was driving a company car and was in the course of employment, therefore venue was proper in the county where suit was filed since appellant's employer was liable for the acts of appellant, and the employer's main office was in that county. *Gebert v. Clifton*, 553 S.W.2d 230, 1977 Tex. App. LEXIS 3130 (Tex. Civ. App. Houston 14th Dist. June 22, 1977, pet. dismissed w.o.j.).

Civil Procedure: Venue: Motions to Transfer: Choice of Forum

Venue was improper in the county where a subcontractor sued a general contractor for breach of contract because there was no evidence that the general contractor had a principal office in the county and no probative evidence that acts or omissions giving rise to the subcontractor's claim occurred in the county. Remand was necessary because there was no evidence that the general contractor had a principal office in the county in which it sought to transfer the suit even though it had a registered office for service of process in the county. *Ken-Do Contr., L.P. v. F.A. Brown's Constr., L.L.C.*, No. 05-16-00373-CV, 2017 Tex. App. LEXIS 7434 (Tex. App. Dallas Aug. 7, 2017).

Civil Procedure: Venue: Multiparty Litigation

In a husband and wife's medical malpractice suit against several defendants after ineffective vasectomies and faulty medical advice resulting in two wrongful pregnancies, the trial court erred in severing one doctor from the suit and granting her motion to transfer venue as the individual portions of the continuous course of treatment between all the defendants worked together to jointly produce an indivisible injury, and there was a "logical relationship" between this series of events which led to the injury. As venue was proper for at least one defendant, it was also proper for all other defendants. *Santos v. Holzman*, No. 13-02-662-CV, 2005 Tex. App. LEXIS 598 (Tex. App. Corpus Christi Jan. 27, 2005).

In a natural gas suit, venue was proper where the primary purpose of the suit was to remove an encumbrance on and prevent irreparable damage to a leaseholder's interest which would be caused by the shut-in of production, and in order to maintain its action and prevent damage to its leasehold interest, the leaseholder expressly sought and obtained a declaration that the company owned an interest in the facility and was liable for the payment of expenses. *N. Natural Gas Co. v. Chisos J. V. I.*, 142 S.W.3d 447, 169 Oil & Gas Rep. 324, 2004 Tex. App. LEXIS 5991 (Tex. App. El Paso July 1, 2004, no pet.).

When a suit was transferred to another county on grounds of venue, and the action was dismissed and refiled, venue remained in county to which the matter was transferred in the first suit. *Hendrick Med. Ctr. v. Howell*, 690 S.W.2d 42, 1985 Tex. App. LEXIS 6705 (Tex. App. Dallas 1985, no writ).

Civil Procedure: Pleading & Practice: Motion Practice: Time Limitations

There was no merit to a nurse's claim in her suit that sought redress for alleged injuries from the "wrongful revocation" of her nursing license that the Texas Board of Nursing Examiners waived its venue challenge by not timely filing its motion to transfer where the record reflected that the Board filed its motion to transfer venue contemporaneously with its motion to declare the nurse a vexatious litigant and prior to any other pleadings, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.063 and Tex. R. Civ. P. 86. *Brown v. Tex. State Bd. of Nurse Examiners*, No. 03-05-00508-CV, 2007 Tex. App. LEXIS 8276 (Tex. App. Austin Oct. 18, 2007).

Because a franchisor did not move to transfer venue pursuant to a venue selection clause in the franchise agreement before filing its answer in an action alleging tortious interference with contract, the franchisor failed to comply with the requirement of Tex. Civ. Prac. & Rem. Code Ann. § 15.063 that a motion to transfer venue be filed not later than the date on which the answer was filed; hence, its objection to improper venue was waived under Tex. R. Civ. P. 86(1). *Liu v. CiCi Enters., L.P.*, No. 14-05-00827-CV, 2007 Tex. App. LEXIS 81 (Tex. App. Houston 14th Dist. Jan. 9, 2007).

Civil Procedure: Pretrial Judgments: Nonsuits

Tex. Civ. Prac. & Rem. Code § 15.063

In a tort suit arising from the explosion of a propane tank and the resulting personal injury and wrongful death damages, plaintiff was not permitted to fraudulently secure venue in one county and then nonsuit and refile the same claims against the same parties in another county; therefore, the second court abused its discretion by denying defendant's motion to dismiss or transfer and retaining venue. Only one venue determination may be made in a proceeding, and Tex. R. Civ. P. 87 specifically prohibits changes in venue after the initial venue ruling. In re Lowe's Home Ctrs., L.L.C., 531 S.W.3d 861, 2017 Tex. App. LEXIS 7106 (Tex. App. Corpus Christi July 28, 2017, no pet.).

Civil Procedure: Settlements: Settlement Agreements: Enforcement: Breach of Contract Actions

Because venue in Bexar County was improper in a suit to enforce a settlement agreement, a provision of the agreement regarding venue in Bexar County was not enforceable under Tex. Civ. Prac. & Rem. Code Ann. § 15.063. Fleming v. Ahumada, 193 S.W.3d 704, 2006 Tex. App. LEXIS 4366 (Tex. App. Corpus Christi May 18, 2006), reh'g denied, No. 13-03-139-CV, 2006 Tex. App. LEXIS 6009 (Tex. App. Corpus Christi July 6, 2006).

Civil Procedure: Pretrial Matters: Separate Trials

Trial court abused its discretion by severing a wrongful death action that was filed against four defendants into three separate suits because the three cases involved the same evidence, highly interwoven facts, and the same legal theories; the defendants in each of these proceedings would likely identify the others as responsible third parties so that the combined negligence of all four defendants could be apportioned. Three defendants preserved their right to challenge proper venue by filing timely motions to transfer venue; therefore, the venue rules and the rules governing severances required the trial court transfer the entire case to a county of proper venue. In re Johnson, 548 S.W.3d 95, 2018 Tex. App. LEXIS 2048 (Tex. App. Beaumont Mar. 22, 2018, no pet.).

Civil Procedure: Appeals: Reviewability: Preservation for Review

In a real estate dispute, a venue complaint was waived under Tex. Civ. Prac. & Rem. Code Ann. § 15.063 and Tex. R. App. P. 33.1 by reason of failure to file and serve a motion to transfer venue with or before filing the answer. Winkle v. Benton, No. 03-05-00684-CV, 2006 Tex. App. LEXIS 8450 (Tex. App. Austin Sept. 29, 2006).

Energy & Utilities Law: Gas Industry: Distribution & Sale

In a natural gas suit, venue was proper where the primary purpose of the suit was to remove an encumbrance on and prevent irreparable damage to a leaseholder's interest which would be caused by the shut-in of production, and in order to maintain its action and prevent damage to its leasehold interest, the leaseholder expressly sought and obtained a declaration that the company owned an interest in the facility and was liable for the payment of expenses. N. Natural Gas Co. v. Chisos J. V. I, 142 S.W.3d 447, 169 Oil & Gas Rep. 324, 2004 Tex. App. LEXIS 5991 (Tex. App. El Paso July 1, 2004, no pet.).

Insurance Law: General Liability Insurance: Coverage: General Overview

Where nothing about the insurer's coverage dispute against the insureds was connected in a material way to Milam County (as the accident occurred in Hidalgo county and was settled by the insurer in that county) and any connection between the coverage issues and Milam County was tangential and insubstantial, Milam County was not a county of proper venue and the district court erred in denying the insured's motion to transfer venue because the county of suit, Milam County, was not the site of all or a substantial part of the events giving rise to the lawsuit. Chiriboga v. State Farm Mut. Auto. Ins. Co., 96 S.W.3d 673, 2003 Tex. App. LEXIS 309 (Tex. App. Austin Jan. 16, 2003, no pet.).

Torts: Malpractice & Professional Liability: Healthcare Providers

In a husband and wife's medical malpractice suit against several defendants after ineffective vasectomies and faulty medical advice resulting in two wrongful pregnancies, the trial court erred in severing one doctor from the suit and granting her motion to transfer venue as the individual portions of the continuous course of treatment between all the defendants worked together to jointly produce an indivisible injury, and there was a "logical relationship" between this series of events which led to the injury. As venue was proper for at least one defendant, it was also proper for all other defendants. *Santos v. Holzman*, No. 13-02-662-CV, 2005 Tex. App. LEXIS 598 (Tex. App. Corpus Christi Jan. 27, 2005).

Torts: Procedure: Commencement & Prosecution: Venue

Trial court erred in failing to transfer venue of an injury suit from Jefferson County to Howard County because the worker was injured in Howard; his allegation that a defendant had formed a contract in Jefferson did not establish venue in Jefferson, and defendant specifically denied that events giving rise to the claim occurred in Jefferson. In *re Berry GP, Inc.*, 530 S.W.3d 201, 2016 Tex. App. LEXIS 11913 (Tex. App. Beaumont Nov. 3, 2016, no pet.).

Research References & Practice Aids

LAW REVIEWS

46 Baylor L. Rev. 669.

51 Baylor L. Rev. 769.

49 SMU L. Rev. 1015.

50 SMU L. Rev. 1513.

48 SMU L. Rev. 1615.

26 Tex. Tech L. Rev. 139.

1 Tex. Wesleyan L. Rev. 147.

Treatises

Texas Family Law: Practice and Procedure H8.02, MODIFYING THE SAPCR DECREE, PREPARING ANSWER, Responding by Answer, Texas Family Law: Practice and Procedure.

5-100 Texas Torts and Remedies § 100.20, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, General Venue Rule, Texas Torts and Remedies.

5-100 Texas Torts and Remedies § 100.25, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Procedural Aspects of Challenging Venue, Texas Torts and Remedies.

5-100 Texas Torts and Remedies § 100.26, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Transfer Due to Unavailability of Impartial Trial, Texas Torts and Remedies.

Practice Guides

1-1 Dorsaneo, Texas Litigation Guide § 1.04, Pretrial Practice (Chs. 1-114), Prelitigation Planning (Chs. 1-4), Preparation of Responsive Pleadings, Dorsaneo, Texas Litigation Guide.

3-45 Dorsaneo, Texas Litigation Guide § 45.101, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Answer, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.01, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), General Venue Statute, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.20, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Procedure When Party Seeks to Transfer Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.51, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Motion to Transfer Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.52, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Response to Motion to Transfer Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.110, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Motion to Transfer Venue—Permissive Venue Statute, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.111, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Motion to Transfer Venue—Mandatory Venue Statute, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.112, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Motion to Transfer Venue—Inability to Obtain Impartial Trial, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.121, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Response to Motion to Transfer Venue on Impartial Trial Grounds, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.122, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Consent to Transfer Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

5-70 Dorsaneo, Texas Litigation Guide § 70.02, Pretrial Practice (Chs. 1-114), Defendant's Pleadings (Chs. 70-72), Timing and Order of Responsive Pleading, Dorsaneo, Texas Litigation Guide.

5-70 Dorsaneo, Texas Litigation Guide § 70.03, Pretrial Practice (Chs. 1-114), Defendant's Pleadings (Chs. 70-72), Dilatory Pleas, Dorsaneo, Texas Litigation Guide.

5-70 Dorsaneo, Texas Litigation Guide § 70.50, Pretrial Practice (Chs. 1-114), Defendant's Pleadings (Chs. 70-72), Preliminary Procedures, Dorsaneo, Texas Litigation Guide.

5-70 Dorsaneo, Texas Litigation Guide § 70.100, Pretrial Practice (Chs. 1-114), Defendant's Pleadings (Chs. 70-72), Model Answer, Dorsaneo, Texas Litigation Guide.

5-70 Dorsaneo, Texas Litigation Guide § 70.200, Pretrial Practice (Chs. 1-114), Defendant's Pleadings (Chs. 70-72), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.063

11-170 Dorsaneo, Texas Litigation Guide § 170.101, Pleadings in Business Entity Litigation (Chs. 160-205), Corporate Securities (Chs. 170-172), Subscriber's Answer, Dorsaneo, Texas Litigation Guide.

21-340 Dorsaneo, Texas Litigation Guide § 340.153, Pleadings in Personal Injury Litigation (Chs. 290-351), Insurance Litigation (Chs. 340-345), Answer to Petition for Judicial Review, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.064

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter D General Provisions (§§ 15.061 — 15.080)

Sec. 15.064. Hearings.

(a) In all venue hearings, no factual proof concerning the merits of the case shall be required to establish venue. The court shall determine venue questions from the pleadings and affidavits. No interlocutory appeal shall lie from the determination.

(b) On appeal from the trial on the merits, if venue was improper it shall in no event be harmless error and shall be reversible error. In determining whether venue was or was not proper, the appellate court shall consider the entire record, including the trial on the merits.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 61, *Venue*; Ch. 146, *Analysis of the Appeal*.
- See also Texas Rule of Civil Procedure 86.

Case Notes

Civil Procedure: Venue: General Overview

Civil Procedure: Venue: Corporations

Civil Procedure: Venue: Forum Non Conveniens

Civil Procedure: Venue: Individual Defendants

Civil Procedure: Venue: Motions to Transfer

Civil Procedure: Venue: Motions to Transfer: General Overview

Civil Procedure: Venue: Motions to Transfer: Choice of Forum

Civil Procedure: Venue: Motions to Transfer: Interests of Justice

Civil Procedure: Venue: Multiparty Litigation

Civil Procedure: Venue: Special Venue

Civil Procedure: Pleading & Practice: Defenses, Demurrers & Objections: Waiver & Preservation

Civil Procedure: Parties: Intervention: General Overview

Civil Procedure: Parties: Joinder: General Overview

Civil Procedure: Discovery: Methods: Written Depositions

Civil Procedure: Pretrial Judgments: Nonsuits

Civil Procedure: Pretrial Judgments: Nonsuits: Voluntary Nonsuits

Civil Procedure: Judgments: Entry of Judgments: Enforcement & Execution: Fraudulent Transfers

Civil Procedure: Remedies: Writs: General Overview

Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus

Civil Procedure: Appeals: General Overview

Civil Procedure: Appeals: Appellate Jurisdiction: Final Judgment Rule

Civil Procedure: Appeals: Appellate Jurisdiction: Interlocutory Orders

Civil Procedure: Appeals: Records on Appeal

Civil Procedure: Appeals: Reviewability: Preservation for Review

Civil Procedure: Appeals: Standards of Review: General Overview

Civil Procedure: Appeals: Standards of Review: De Novo Review

Civil Procedure: Appeals: Standards of Review: Harmless & Invited Errors: General Overview

Contracts Law: Breach: Causes of Action: General Overview

Contracts Law: Breach: Causes of Action: Elements of Claims

Contracts Law: Types of Contracts: Construction Contracts

Energy & Utilities Law: Gas Industry: Distribution & Sale**Estate, Gift & Trust Law: Probate: Procedures in Probate: General Overview****Estate, Gift & Trust Law: Probate: Procedures in Probate: Jurisdiction & Venue: General Overview****Governments: Courts: Justice Courts****Insurance Law: Industry Regulation: Insurance Guaranty Associations: General Overview****Torts: Malpractice & Professional Liability: Healthcare Providers****Torts: Procedure: Commencement & Prosecution: Venue****Civil Procedure: Venue**

Court did not err in denying appellants' motion to transfer venue, because appellee presented prima facie proof supporting the court's determination that a substantial part of the events giving rise to appellee's breach-of-contract claim occurred in the county. *Scott Law Offices v. Quinney Holdings, LLC*, No. 01-19-00739-CV, 2020 Tex. App. LEXIS 5426 (Tex. App. Houston 1st Dist. July 16, 2020).

Civil Procedure: Venue: General Overview

Venue was proper in Galveston County, because the real property at issue was located in Galveston County, and the broker visited the properties in Galveston County as part of his role as facilitator of the property's purchase and sale. *Prime Income Asset Mgmt. v. Marcus & Millichap Real Estate Inv. Servs. of Tex.*, No. 01-13-00020-CV, 2014 Tex. App. LEXIS 13901 (Tex. App. Houston 1st Dist. Dec. 30, 2014).

Nothing showed that an inmate brought his mandatory venue contention to the attention of the judge, plus the inmate had in place a timely appeal of the order dismissing his suit; by its enactment of Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, the Legislature did not replace resolution of venue issues on appeal, under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b), and under these circumstances, the inmate's invocation of Tex. Civ. Prac. & Rem. Code Ann. § 15.0642 added nothing of substance to his request for mandamus relief. *Johnson v. Riggs*, No. 07-12-0095-CV, No. 07-12-0139-CV, No. 07-12-0509-CV, 2013 Tex. App. LEXIS 3150 (Tex. App. Amarillo Mar. 22, 2013).

It was clear from the motions to transfer venue that the complaints of the driver and bars focused on the choice of county as the one of venue, not on whether parents could intervene or join the lawsuit as plaintiffs; the orders did not state a basis for the ruling, and thus the court could not find that the trial court necessarily determined an intervention or joinder issue under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), nor could the court find that the orders rested on the finding of the propriety of joinder, and because it appeared the trial court did not determine an issue of joinder or intervention, an interlocutory appeal was not available and the court's jurisdiction to hear the interlocutory appeal was not invoked under § 15.003(c), and thus the court dismissed the appeal for lack of jurisdiction for purposes of Tex. Civ. Prac. & Rem. Code Ann. § 15.064. *Harding Bars, LLC v. McCaskill*, No. 04-11-00629-CV, 2012 Tex. App. LEXIS 799 (Tex. App. San Antonio Feb. 1, 2012), op. withdrawn, sub. op., reh'g denied, 374 S.W.3d 517, 2012 Tex. App. LEXIS 4642 (Tex. App. San Antonio June 13, 2012).

Appellants prematurely appealed the order regarding their motion to transfer venue because no interlocutory appeal was available from a determination regarding venue, for purposes of Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a) and Tex. R. Civ. P. 87(6). *City of Combine v. Robinson*, No. 05-10-01384-CV, 2011 Tex. App. LEXIS 6467 (Tex. App. Dallas Aug. 16, 2011).

Interlocutory appeal of a trial court's denial of a motion to transfer venue was dismissed for lack of jurisdiction where appellants' response did not establish that the appellate court had jurisdiction, given the trial court's revised order in which it specifically stated its decision to deny the motion was based on Tex. Civ. Prac. & Rem. Code Ann. §

Tex. Civ. Prac. & Rem. Code § 15.064

15.002. Appellees had asserted that venue was proper in the county in which they filed suit under § 15.002(a) on the basis that all or part of the facts giving rise to the cause accrued, in whole or in part, in that county, and although appellants filed their motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.003, in their reply, appellants had alleged venue was improper pursuant to §§ 15.002 and 15.003. *Basic Energy Servs. GP, LLC v. Gomez*, No. 04-10-00128-CV, 2010 Tex. App. LEXIS 9407 (Tex. App. San Antonio Nov. 24, 2010).

Company's principal was in Jack County (Texas) during a telephone conversation in which a manager made the misrepresentation, for purposes of Tex. Bus. & Com. Code Ann. § 17.46, that the corporation could move the company's rig, and the principal, on the company's behalf, entered into the contract with the corporation while in Jack County; in keeping with Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b), to determine venue, the court had to determine, and did, that the facts surrounding the misrepresentation satisfied Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)'s substantiality requirement, given that a substantial part of the claim occurred in Jack County. *Tex. Specialty Trailers, Inc. v. Jackson & Simmen Drilling Co.*, No. 2-07-228-CV, 2009 Tex. App. LEXIS 6318 (Tex. App. Fort Worth Aug. 13, 2009), reh'g denied, No. 2-07-228-CV, 2009 Tex. App. LEXIS 7424 (Tex. App. Fort Worth Sept. 17, 2009).

In a dispute involving natural gas royalty payments, venue was proper in Harris County because the heart of the dispute was over the calculations of royalty payments under a division order, and those calculations were undertaken by the revenue processors for the natural gas company in Harris County. The revenue processing constituted a substantial part of the events or omissions giving rise to the claim. *Beard v. Endeavor Natural Gas, L.P.*, No. 01-08-00180-CV, 2008 Tex. App. LEXIS 9629 (Tex. App. Houston 1st Dist. Dec. 19, 2008).

Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a) does not permit interlocutory appeal from a determination of venue. *Uzzell v. McGee*, No. 13-07-00717-CV, 2008 Tex. App. LEXIS 3895 (Tex. App. Corpus Christi May 22, 2008).

After searching the entire record in accordance with Tex. R. Civ. Prac. & Rem. Code Ann. § 15.064(b), an appellate court determined that a trial court's venue determination was proper because the parties' admission established the underlying facts necessary for venue. *Bleeker v. Villarreal*, 941 S.W.2d 163, 1996 Tex. App. LEXIS 5858 (Tex. App. Corpus Christi Dec. 12, 1996, no writ).

Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b) provides that on appeal from a trial on the merits, if venue is improper it shall in no event be harmless error and shall be reversible error; in determining whether venue was improper or proper, the appellate courts shall consider the entire record, including the trial on the merits. *Tenneco, Inc. v. Salyer*, 739 S.W.2d 448, 1987 Tex. App. LEXIS 8377 (Tex. App. Corpus Christi Sept. 24, 1987, no writ).

Civil Procedure: Venue: Corporations

Venue was improper in the county where a subcontractor sued a general contractor for breach of contract because there was no evidence that the general contractor had a principal office in the county and no probative evidence that acts or omissions giving rise to the subcontractor's claim occurred in the county. Remand was necessary because there was no evidence that the general contractor had a principal office in the county in which it sought to transfer the suit even though it had a registered office for service of process in the county. *Ken-Do Contr., L.P. v. F.A. Brown's Constr., L.L.C.*, No. 05-16-00373-CV, 2017 Tex. App. LEXIS 7434 (Tex. App. Dallas Aug. 7, 2017).

Trial court erred in denying appellant aviation company's motion to transfer venue of appellees' negligence and wrongful death suit against appellant from Rusk County, Texas, to Smith County, Texas, where the plane crash at issue had occurred, because Rusk County was not established as a proper venue, as appellees did not make a prima facie showing that appellant had a principal office in Rusk County; the evidence showed appellant's Gregg County office was appellant's physical location, as it housed all work-related equipment and files for the company and was the only place where customers met with company employees, and nothing demonstrated appellant's registered agent conducted the daily affairs of appellant at his Rusk County lake house. *Flare Air, L.L.C. v. Burton*, No. 06-18-00097-CV, 2019 Tex. App. LEXIS 151 (Tex. App. Texarkana Jan. 11, 2019).

Venue was proper in Ellis County, the county to which appellant sought transfer, because appellant had one office, which was located in Ellis County, and the contract breaches occurred in Ellis County. *Ken-Do Contr., L.P. v. F.A. Brown's Constr., LLC*, No. 05-19-00228-CV, 2020 Tex. App. LEXIS 1957 (Tex. App. Dallas Mar. 5, 2020).

Civil Procedure: Venue: Forum Non Conveniens

Appellate court had no jurisdiction to consider the wife's argument that the trial court erred in denying her motion to transfer the lawsuit to Maryland and in denying her motion to dismiss the lawsuit on forum non conveniens grounds, because Tex. Civ. Prac. & Rem. Code Ann. § 51.014 did not permit appeal from an interlocutory order denying such a motion, and Tex. Civ. Prac. & Rem. Code Ann. § 71.051, did not provide for interlocutory appeal from the trial court's refusal to dismiss. *Morrill v. Cisek*, No. 01-03-01336-CV, No. 01-04-00266-CV, 2005 Tex. App. LEXIS 7280 (Tex. App. Houston 1st Dist. Aug. 31, 2005).

Civil Procedure: Venue: Individual Defendants

Issue was one of venue, not of multiple- or intervening-plaintiff joinder, where the same individuals sued hospitals from two different counties for survival and wrongful death arising from the same series of events. The venue determination was not reviewable, however, as the court of appeals does not have jurisdiction over an interlocutory appeal from a venue determination. *Centerpoint Energy Houston Elec., L.L.C. v. Brunkenhoefer*, No. 09-03-492 CV, 2004 Tex. App. LEXIS 1497 (Tex. App. Beaumont Feb. 12, 2004).

In an action by an assignee of a vehicle lease, the appeals court upheld venue in Hidalgo County, where events and omissions occurred that related to the assumption agreements, which were the "real obligations" sued upon; probative evidence supporting venue included underlying facts that the lessor failed to specifically deny, including allegations that the lessee negotiated and entered into the assumption agreements through its headquarters in Hidalgo County, that the vehicles subject to the lease were currently registered, maintained, and operated in Hidalgo County, that the lessee sent payments and correspondence from its Hidalgo County headquarters, and that the lessor directed correspondence to an address in Hidalgo County. *Frost Nat'l Bank v. L & F Distribs.*, 122 S.W.3d 922, 2003 Tex. App. LEXIS 10423 (Tex. App. Corpus Christi Dec. 11, 2003), rev'd, 165 S.W.3d 310, 2005 Tex. LEXIS 421 (Tex. 2005).

Civil Procedure: Venue: Motions to Transfer

Trial court erred in denying appellant aviation company's motion to transfer venue of appellees' negligence and wrongful death suit against appellant from Rusk County, Texas, to Smith County, Texas, where the plane crash at issue had occurred, because Rusk County was not established as a proper venue, as appellees did not make a prima facie showing that appellant had a principal office in Rusk County; the evidence showed appellant's Gregg County office was appellant's physical location, as it housed all work-related equipment and files for the company and was the only place where customers met with company employees, and nothing demonstrated appellant's registered agent conducted the daily affairs of appellant at his Rusk County lake house. *Flare Air, L.L.C. v. Burton*, No. 06-18-00097-CV, 2019 Tex. App. LEXIS 151 (Tex. App. Texarkana Jan. 11, 2019).

Venue was proper in Ellis County, the county to which appellant sought transfer, because appellant had one office, which was located in Ellis County, and the contract breaches occurred in Ellis County. *Ken-Do Contr., L.P. v. F.A. Brown's Constr., LLC*, No. 05-19-00228-CV, 2020 Tex. App. LEXIS 1957 (Tex. App. Dallas Mar. 5, 2020).

Court abused its discretion in denying the motion to transfer venue in the suit under the Jones Act because the documents the seaman submitted did not constitute competent venue evidence as they were not properly authenticated by attachment to or incorporation by reference in proper affidavits, and the employer provided prima facie proof sufficient to support its allegation that venue was mandatory in Harris County. *In re Atl. Sounding Co.*, No. 04-15-00407-CV, 2015 Tex. App. LEXIS 12449 (Tex. App. San Antonio Dec. 9, 2015).

Although venue determinations generally are not reviewable, an interlocutory appeal could be taken from the denial of a motion to transfer venue in a dispute involving oyster leases because there were multiple plaintiffs. *Sustainable Tex. Oyster Res. Mgmt., LLC v. Hannah Reef, Inc.*, 491 S.W.3d 96, 2016 Tex. App. LEXIS 3339 (Tex. App. Houston 1st Dist. Mar. 31, 2016, no pet.).

Home sellers' motion to transfer venue from Harris County, Texas, to Chambers County, Texas, was properly granted where the alleged conduct underlying the buyers' fraud and misrepresentation claims occurred in Chambers County, given that the undisputed venue facts were that the financing transaction that formed the basis of the buyers' complaint took place in Chambers County, in connection with a purchase of real property located in Chambers County, that the closing on the property took place in Chambers County, and that the negotiations concerning the financing and sale took place in Chambers County. None of the sellers were alleged to have committed or performed any act or omission in Harris County relating to the buyers' claims. *Christerson v. Speer*, No. 01-16-00469-CV, 2017 Tex. App. LEXIS 3831 (Tex. App. Houston 1st Dist. Apr. 27, 2017).

In a tort suit arising from the explosion of a propane tank and the resulting personal injury and wrongful death damages, plaintiff was not permitted to fraudulently secure venue in one county and then nonsuit and refile the same claims against the same parties in another county; therefore, the second court abused its discretion by denying defendant's motion to dismiss or transfer and retaining venue. Only one venue determination may be made in a proceeding, and Tex. R. Civ. P. 87 specifically prohibits changes in venue after the initial venue ruling. In *re Lowe's Home Ctrs., L.L.C.*, 531 S.W.3d 861, 2017 Tex. App. LEXIS 7106 (Tex. App. Corpus Christi July 28, 2017, no pet.).

Lessee's statement was probative evidence supporting the trial court's conclusion that venue was proper in the county where the case was tried, and in his motion for change of venue, the landowner did not dispute that the contracts were entered into over the phone. *Marley v. Wallace*, No. 12-01-00225-CV, 2002 Tex. App. LEXIS 9415 (Tex. App. Tyler Dec. 11, 2002).

Trial court did not err in an ex-wife's lawsuit by denying her ex-husband's and his current wife's motion to transfer venue where the true nature of the lawsuit did not involve the rightful ownership of real property, but rather, it was essentially a suit for damages arising from the ex-husband's purported fraudulent transfers; while the ex-wife's initial pleading sought an ownership interest in property, she timely amended her pleadings before the hearing on the motion to not seek an ownership interest, and while her amended petition did list other remedies, those remedies simply mirrored the remedies available to creditors under the Uniform Fraudulent Transfer Act, and her pursuit of them did not change the true nature of her lawsuit. *Heckert v. Heckert*, No. 02-19-00298-CV, 2020 Tex. App. LEXIS 4007 (Tex. App. Fort Worth May 21, 2020).

Civil Procedure: Venue: Motions to Transfer: General Overview

Appellants were not entitled to mandamus relief, because the trial court did not abuse its discretion in denying their motion to transfer venue in an action on claims made on their auto insurance policy because appellants had no right to challenge their initial venue choice. The appellate court lacked jurisdiction to review the trial court's ruling, because an interlocutory appeal from a venue determination was not generally permitted. *Davis v. State Farm Lloyds Tex.*, No. 03-14-00540-CV, 2014 Tex. App. LEXIS 12783 (Tex. App. Austin Nov. 26, 2014).

In a fraud action, the trial court improperly transferred venue to Smith County, Texas, because appellant requested the trial court to transfer venue to the county of her residence, Cass County, Texas; thus, the court had no authority to transfer venue to Smith County. Because appellant provided uncontroverted proof that she was a resident of Cass County, that county was a proper county for venue. *Belford v. Leonhart*, No. 12-14-00057-CV, 2014 Tex. App. LEXIS 9192 (Tex. App. Tyler Aug. 20, 2014).

In a workers' compensation case filed by a Mexican citizen in the Texas county nearest his residence, the trial court did not commit reversible error under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b) by transferring venue to the county of corporate defendant's principal place of business. The injured worker failed to prove that venue was

Tex. Civ. Prac. & Rem. Code § 15.064

maintainable in the county of suit, because there was no provision in Tex. Lab. Code Ann. § 410.252(c) for venue in the Texas county nearest a non-resident's place of residence. *Rayas v. Tex. Mut. Ins. Co.*, No. 03-11-00310-CV, 2013 Tex. App. LEXIS 298 (Tex. App. Austin Jan. 11, 2013).

Debtor's intervention in the personal injury action below was best characterized as a defensive intervention because the creditor intervened to recover funds from the debtor out of the defendant's settlement payment to the plaintiff, and the debtor filed defensive pleadings seeking to avoid the creditor's recovery; there was no indication that the debtor would have filed an intervention or any other responsive pleadings against the creditor's claims of the creditor had not first intervened in the action. Because the record supported the characterization of the debtor as an intervening defendant, Tex. Civ. Prac. & Rem. Code Ann. § 15.003 did not apply, and because no applicable statute allowed for an interlocutory appeal, the appeal had to be dismissed for want of jurisdiction. *Counsel Fin. Servs., L.L.C. v. Leibowitz*, No. 13-10-00693-CV, 2011 Tex. App. LEXIS 5078 (Tex. App. Corpus Christi July 1, 2011).

Appellate court had to abate an appeal challenging a trial court's denial of appellants' motion to transfer venue where both Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002 and 15.003 arguments were presented to the trial court as grounds for the motion because the trial court's order did not specify the basis for its ruling, and because the appellate court's jurisdiction depended on the basis for that ruling. It was unclear whether the trial court denied the motion because appellees independently established proper venue pursuant to § 15.002 or because they met the joinder requirements pursuant to § 15.003, but if § 15.002 was the basis for the trial court's ruling denying the motion, then the appellate court did not have jurisdiction over the appeal, while, conversely, if § 15.003 was the basis for the trial court's ruling denying the motion, then the appellate court had jurisdiction to hear the interlocutory appeal. *Basic Energy Servs. GP, LLC v. Gomez*, 398 S.W.3d 734, 2010 Tex. App. LEXIS 5455 (Tex. App. San Antonio July 14, 2010, no pet.).

Motion to transfer venue should have been granted in a case where an insurer was seeking to recover a double payment made to two claimants, even though the same motion had already been denied in a justice court; reliance on Tex. R. Civ. P. 87(5) was improper because the case was considered de novo upon appeal from the justice court, and the county court was not bound by the decisions of the justice court. The claimants did not live in the county where the action was filed, none of the underlying events took place in the county where the action was filed, and the insurer did not deny venue facts supporting venue in another county. *Cramer v. State Farm Mut. Auto. Ins. Co.*, No. 01-08-00270-CV, 2008 Tex. App. LEXIS 8398 (Tex. App. Houston 1st Dist. Nov. 6, 2008).

Mandamus relief was granted to airplane manufacturers in a case alleging wrongful death and other actions because, once a venue determination was made, it was conclusive as to those parties and claims, pursuant to Tex. R. Civ. P. 87 and Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a); therefore, a nonsuit and subsequent refile after the manufacturers' motion to change venue was granted was improper. *In re Team Rocket, L.P.*, 256 S.W.3d 257, 2008 Tex. LEXIS 501 (Tex. 2008).

Reading Tex. Civ. Prac. & Rem. Code Ann. § 15.064 and Tex. R. Civ. P. 87 together, the Texas Supreme Court concludes that once a venue determination has been made, that determination is conclusive as to those parties and claims. *In re Team Rocket, L.P.*, 256 S.W.3d 257, 2008 Tex. LEXIS 501 (Tex. 2008).

Mandamus was unavailable to compel a venue transfer under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 because the denial of the transfer was an incidental trial ruling as to which there was an adequate remedy by appeal, as contemplated by Tex. Civ. Prac. & Rem. Code Ann. § 15.064, and the exception in Tex. Civ. Prac. & Rem. Code Ann. § 15.0642 for mandatory venue provisions did not apply because the transfer was not sought under a mandatory provision. *In re Gibbs*, No. 13-08-00134-CV, 2008 Tex. App. LEXIS 2327 (Tex. App. Corpus Christi Apr. 1, 2008).

Because a trial court did not reach the question of whether a party "independently" established venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), no interlocutory appeal would lie from the trial court's order granting a motion for a change of venue pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a). *Perot v. Hughes & Luce, L.L.P.*, No. 2-06-290-CV, 2006 Tex. App. LEXIS 9568 (Tex. App. Fort Worth Nov. 2, 2006).

In a bull owner's breach of contract suit against a buyer, even though venue was proper in both counties at issue under Tex. Civ. Prac. & Rem. Code Ann. § 15.002, because the owner filed suit in a proper venue, the trial court should not have transferred venue. *Rothwell v. Parker*, No. 10-05-00314-CV, 2006 Tex. App. LEXIS 9386 (Tex. App. Waco Oct. 18, 2006).

In a law firm's action seeking a declaration that it had no obligation to return fees to the bank paid by the firm's client from an unpaid bank loan, although the record showed the firm filed amended pleadings in which additional venue facts were alleged, the trial judge erred in denying the bank's motion to transfer venue as the firm did not verify the pleadings nor did it file an affidavit fully and specifically setting forth the facts supporting such pleadings, as required by Tex. R. Civ. P. 87(3)(a); because the bank specifically denied all the venue facts alleged by the firm in its original pleading, the firm was then required to comply with Tex. R. Civ. P. 87 and make prima facie proof of that venue fact: the firm, however, did not do so. *Madisonville State Bank v. Canterbury, Stuber, Elder, Gooch & Surratt, P.C.*, No. 05-05-01156-CV, 2006 Tex. App. LEXIS 7220 (Tex. App. Dallas Aug. 16, 2006), sub. op., op. withdrawn, 209 S.W.3d 254, 2006 Tex. App. LEXIS 9174 (Tex. App. Dallas Oct. 25, 2006).

Witnesses could not challenge orders authorizing a party to take the witnesses' deposition testimony by written questions pursuant to Tex. R. Civ. P. 202 and denying the witnesses' motions to transfer venue to the county where they resided; no statute provided for interlocutory review of such orders, and both Tex. Civ. Prac. & Rem. Code Ann. § 15.064 and Tex. R. Civ. P. 87 expressly disallowed interlocutory appeal of such venue determinations. In *re Am. State Bank*, No. 07-03-0483-CV, 2005 Tex. App. LEXIS 6554 (Tex. App. Amarillo Aug. 16, 2005).

Where contractors sued a construction company for breach of an oral contract after a payment dispute arose, venue was proper in Lamar County, Texas, where the parties agreed that payment would be made. The appellate court would not disturb the trial court's decision denying the construction company's motion to transfer the case to Rains County, Texas, where the work was performed. *KW Constr. v. Stephens & Sons Concrete Contrs., Inc.*, 165 S.W.3d 874, 2005 Tex. App. LEXIS 4336 (Tex. App. Texarkana June 8, 2005, no pet.).

Trial court erred in granting a seller's motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a) and Tex. R. Civ. P. 87 where the buyers alleged that they purchased a car from the seller and that the seller later repossessed the car, even though the buyers were current in their car payments, at the buyers' home in the county of suit. Venue was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002. *Lynn Smith Chevrolet-Geo, Inc. v. Tidwell*, 161 S.W.3d 738, 2005 Tex. App. LEXIS 2224 (Tex. App. Fort Worth Mar. 24, 2005, no pet.).

District court's order granting a change of venue for two defendants and dismissing claims against others was not an appealable final order; some claims remained even after the dismissals, and no interlocutory appeal could be taken from a venue decision. *Newby v. Travis County*, No. 03-04-00317-CV, 2005 Tex. App. LEXIS 1249 (Tex. App. Austin Feb. 17, 2005).

Venue was proper in the county where plaintiffs filed suit. Substantially all of the activities related to the complaint occurred in the county where the plaintiffs lived and where they filed suit. *Gerdes v. Kennamer*, 155 S.W.3d 523, 2004 Tex. App. LEXIS 10947 (Tex. App. Corpus Christi Dec. 6, 2004, no pet.).

Venue was proper in the county where plaintiffs filed suit. Substantially all of the activities related to the complaint occurred in the county where the plaintiffs lived and where they filed suit. Denial of the defendants' motion for change of venue was not subject to review. *Gerdes v. Kennamer*, 155 S.W.3d 523, 2004 Tex. App. LEXIS 10947 (Tex. App. Corpus Christi Dec. 6, 2004, no pet.).

Tex. Civ. Prac. & Rem. Code Ann. 15.002 precludes review not only of evidence in support of a venue transfer based on convenience, but review of the order based on convenience; thus, when a court grants a transfer for convenience, that order is essentially "immune from review." *Garza v. Garcia*, 137 S.W.3d 36, 2004 Tex. LEXIS 442 (Tex. 2004).

Tex. Prob. Code Ann. § 6 specifies venue for probate matters, and contains no language about the appealability of such a determination; there is no specific provision allowing an interlocutory appeal of a probate venue determination, and, therefore, Tex. R. Civ. P. 87 requires dismissal of appeal where appealability of venue is the

Tex. Civ. Prac. & Rem. Code § 15.064

sole issue. In re Estate of Fears, No. 06-03-00139-CV, 2004 Tex. App. LEXIS 573 (Tex. App. Texarkana Jan. 22, 2004).

Relators' writ of mandamus was conditionally granted directing the trial court to sustain relators' motion to transfer a second case from Jefferson County to Harris County when the trial court did not have the discretion to make a new judicial determination of venue, because once the Orange County Court ruled on claimants' motion to transfer venue in first case and transferred the case from Orange County to Harris County, Tex. R. Civ. P. 87.5 precluded any rehearing of that ruling on the trial court level and the ruling could be challenged on appeal following trial on the merits. In re Shell Oil Co., 128 S.W.3d 694, 2004 Tex. App. LEXIS 585 (Tex. App. Beaumont Jan. 22, 2004, no pet.).

Failure to object in timely fashion resulted in guardian's failure to preserve his objection to the change of venue of the suit against him, brought by the successor guardian and the executor of the ward's estate, to Bexar County, where the successor guardian and the ward resided. McGrede v. Coursey, 131 S.W.3d 189, 2004 Tex. App. LEXIS 484 (Tex. App. San Antonio Jan. 21, 2004, no pet.).

Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b), the appellate court looks to determine if there is any probative evidence venue is proper in the original county. If so, it is reversible error for the original county court to transfer venue to another county. Jaska v. Tex. Dep't of Protective & Regulatory Servs., 106 S.W.3d 907, 2003 Tex. App. LEXIS 4620 (Tex. App. Dallas May 30, 2003, no pet.).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b), the appellate court looks to determine if there is any probative evidence venue is proper in the original county, and if so, it is reversible error for the original county court to transfer venue to another county. Jaska v. Tex. Dep't of Protective & Regulatory Servs., 106 S.W.3d 907, 2003 Tex. App. LEXIS 4620 (Tex. App. Dallas May 30, 2003, no pet.).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.064, error in transferring venue is not harmless and is reversible. In determining whether venue was proper, an appellate court must consider the entire record. Madera Prod. Co. v. Atl. Richfield Co., 107 S.W.3d 652, 158 Oil & Gas Rep. 95, 2003 Tex. App. LEXIS 4601 (Tex. App. Texarkana Mar. 13, 2003, no pet.) (Tex. App. Texarkana 2003, pet. denied (in part)).

Under Tex. Civ. Prac. Rem. Code Ann. § 15.064 (Vernon 2002) and Tex. R. Civ. P. 87(6), the appellate court had no jurisdiction to consider appellant's challenge to trial court's order transferring venue because no interlocutory appeal could be taken from the trial court's venue decision. Delafield v. Tex. Worker's Comp., No. 05-03-00052-CV, 2003 Tex. App. LEXIS 1795 (Tex. App. Dallas Feb. 28, 2003).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b), there is no factual sufficiency review of the venue ruling; if there is any probative evidence in the entire record, including trial on the merits, that venue was proper in the county where judgment was rendered, the appellate court must uphold the trial court's determination. Marshall v. Mahaffey, 974 S.W.2d 942, 1998 Tex. App. LEXIS 5496 (Tex. App. Beaumont Aug. 27, 1998, no pet.).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b), an appellate court must conduct an independent review of the entire record, including trial on the merits, to determine whether venue was proper in the ultimate county of suit. Rodriguez v. Printone Color Corp., 982 S.W.2d 69, 1998 Tex. App. LEXIS 2568 (Tex. App. Houston 1st Dist. Apr. 30, 1998, no pet.).

Where one defendant was discharged from plaintiff's suit as a matter of law and venue against the remaining defendant was no longer proper, that defendant was entitled to a new trial in the proper county of venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b). ACF Indus. v. Carter, 903 S.W.2d 423, 1995 Tex. App. LEXIS 1396 (Tex. App. Texarkana June 23, 1995, dismissed).

Judgment in a wrongful death action was reversed pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b) because venue was improper in the county to which the case had been transferred; the letter claimed by defendant as constituting the parties agreement to transfer the case failed to meet the requirements of change of venue by consent pursuant to Tex. R. Civ. P. 255, and also part of the cause of action had accrued in the county in which the

suit was filed. *Ray v. Farris*, 887 S.W.2d 164, 1994 Tex. App. LEXIS 2342 (Tex. App. Texarkana Sept. 23, 1994), rev'd, 895 S.W.2d 351, 1995 Tex. LEXIS 18 (Tex. 1995).

Transfer from a county of proper venue to another county of proper venue was not reversible error under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b). *Wilson v. Texas Parks & Wildlife Dep't*, 853 S.W.2d 825, 1993 Tex. App. LEXIS 1290 (Tex. App. Austin May 5, 1993), writ granted No. D-4015 (Tex. 1994), rev'd, 886 S.W.2d 259, 1994 Tex. LEXIS 121 (Tex. 1994), overruled in part, *Golden Eagle Archery, Inc. v. Jackson*, 24 S.W.3d 362, 2000 Tex. LEXIS 74 (Tex. 2000).

Trial court's error in improperly transferring venue was not subject to a harmless error analysis because, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b), plaintiff's right to have his suit stay in the county in which he rightfully brought it was so fundamental that the loss of it could not be considered harmless. *Maranatha Temple, Inc. v. Enterprise Products Co.*, 833 S.W.2d 736, 1992 Tex. App. LEXIS 1893 (Tex. App. Houston 1st Dist. July 16, 1992, writ denied).

Where court concluded from the entire record that venue was proper in the county of trial, the error, if any, of the trial court in which suit was filed, in incorrectly determining the venue question may have been harmless and not reversible. *Lewis v. Exxon Co., U.S.A.*, 786 S.W.2d 724, 1989 Tex. App. LEXIS 2759 (Tex. App. El Paso Nov. 1, 1989), disapproved, *Ruiz v. Conoco, Inc.*, No. D-1903, 1992 Tex. LEXIS 186 (Tex. Dec. 31, 1992).

Former Tex. Rev. Civ. Stat. Ann. art. 1995, § 4(d) (now Tex. Civ. Prac. & Rem. Code Ann. § 15.064), governing hearings on venue questions and appeals from such determinations, is constitutional. *Reserve Life Ins. Co. v. Blackstock*, 691 S.W.2d 15, 1985 Tex. App. LEXIS 6968 (Tex. App. Beaumont Apr. 4, 1985, no writ).

Civil Procedure: Venue: Motions to Transfer: Choice of Forum

Venue was improper in the county where a subcontractor sued a general contractor for breach of contract because there was no evidence that the general contractor had a principal office in the county and no probative evidence that acts or omissions giving rise to the subcontractor's claim occurred in the county. Remand was necessary because there was no evidence that the general contractor had a principal office in the county in which it sought to transfer the suit even though it had a registered office for service of process in the county. *Ken-Do Contr., L.P. v. F.A. Brown's Constr., L.L.C.*, No. 05-16-00373-CV, 2017 Tex. App. LEXIS 7434 (Tex. App. Dallas Aug. 7, 2017).

Venue was improperly transferred in a case alleging fraud and other causes of action because evidence that a company based in San Antonio, Texas, was suing over misrepresentations in that city and a failure to provide services ordered from that city, including ads that were to run in San Antonio, was sufficient to support venue in Bexar County under Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1). *Moveforfree.com, Inc. v. David Hetrick, Inc.*, 288 S.W.3d 539, 2009 Tex. App. LEXIS 3720 (Tex. App. Houston 14th Dist. May 21, 2009, no pet.).

Venue for homeowners' suit against a developer was not proper in Hidalgo County because the owners failed to establish a link between the developer's presentations to them in Hidalgo and the essential elements of their misrepresentation claims; therefore, venue was ordered transferred to the county of the developer's office. *Double Diamond-Delaware, Inc. v. Alfonso*, 487 S.W.3d 265, 2016 Tex. App. LEXIS 349 (Tex. App. Corpus Christi Jan. 14, 2016), reh'g denied, No. 13-14-00324-CV, 2016 Tex. App. LEXIS 4570 (Tex. App. Corpus Christi Mar. 1, 2016).

Civil Procedure: Venue: Motions to Transfer: Interests of Justice

Statute was a mandatory venue provision that would thus control over the permissive venue provision established by the company, and the record reflected no attempt, proper or otherwise, by the employer to join the company in the employee's original suit against her, and the 219th District Court improperly granted the employee's motion to transfer venue from Collin County to the 193rd District Court in Dallas County; the employee failed to offer any evidence or even allege in her motion that maintenance of the action in Collin County would work an injustice to her

considering her economic and personal hardship. *Condie v. McLaughlin*, No. 05-18-00085-CV, 2019 Tex. App. LEXIS 4593 (Tex. App. Dallas June 4, 2019).

Civil Procedure: Venue: Multiparty Litigation

Appellate court's jurisdiction to hear an interlocutory appeal of a trial court's denial of appellants' motions to transfer venue was not invoked under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) where appellees' cross-claim did not transform them into "plaintiffs" because they were sued by the plaintiff in the underlying action and brought their cross-claim in the same capacities—individually as legal heirs and as personal representatives of their daughter's estate. As such, venue for their cross-claim was established in Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a). *Harding Bars, LLC v. McCaskill*, 374 S.W.3d 517, 2012 Tex. App. LEXIS 4642 (Tex. App. San Antonio June 13, 2012, no pet.).

Negligence case was transferred to another county pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b) (2002) where the claims investigator, who was the sole defendant who resided in the county where the claims were brought and tried, was not a proper venue defendant. *Union Pac. R.R. Co. v. Cezar*, 293 S.W.3d 800, 2009 Tex. App. LEXIS 5445 (Tex. App. Beaumont July 16, 2009, no pet.).

Trial court erred in granting a seller's motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a) and Tex. R. Civ. P. 87 where the buyers alleged that they purchased a car from the seller and that the seller later repossessed the car, even though the buyers were current in their car payments, at the buyers' home in the county of suit. Venue was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.002. *Lynn Smith Chevrolet-Geo, Inc. v. Tidwell*, 161 S.W.3d 738, 2005 Tex. App. LEXIS 2224 (Tex. App. Fort Worth Mar. 24, 2005, no pet.).

In a husband and wife's medical malpractice suit against several defendants after ineffective vasectomies and faulty medical advice resulting in two wrongful pregnancies, the trial court erred in severing one doctor from the suit and granting her motion to transfer venue as the individual portions of the continuous course of treatment between all the defendants worked together to jointly produce an indivisible injury, and there was a "logical relationship" between this series of events which led to the injury. As venue was proper for at least one defendant, it was also proper for all other defendants. *Santos v. Holzman*, No. 13-02-662-CV, 2005 Tex. App. LEXIS 598 (Tex. App. Corpus Christi Jan. 27, 2005).

In a probate proceeding, venue was proper in Morris County because the evidence showed that there was a home located in Morris County at which the decedent spent a portion of his time, his wife resided there, he had remodeled the home, and he purchased fifty acres around the home. Testimony from acquaintances and friends was that the decedent had articulated plans to retire to Morris County and make that his home. *In re Estate of Steed*, 152 S.W.3d 797, 2004 Tex. App. LEXIS 11349 (Tex. App. Texarkana Dec. 17, 2004, no pet.).

Where the trial court determined that the plaintiffs had independently established venue in the county of suit, the appeals court did not have jurisdiction over the defendants' interlocutory appeal and had to dismiss the appeal for want of jurisdiction; further, because the trial court did not comply with proper venue procedure in ruling on the defendants' motion to transfer venue, mandamus was proper to correct its ruling. *J. Michael Fincher, P.C. v. Wright*, 141 S.W.3d 255, 2004 Tex. App. LEXIS 6124 (Tex. App. Fort Worth July 8, 2004, no pet.).

In a natural gas suit, venue was proper where the primary purpose of the suit was to remove an encumbrance on and prevent irreparable damage to a leaseholder's interest which would be caused by the shut-in of production, and in order to maintain its action and prevent damage to its leasehold interest, the leaseholder expressly sought and obtained a declaration that the company owned an interest in the facility and was liable for the payment of expenses. *N. Natural Gas Co. v. Chisos J. V. I.*, 142 S.W.3d 447, 169 Oil & Gas Rep. 324, 2004 Tex. App. LEXIS 5991 (Tex. App. El Paso July 1, 2004, no pet.).

Trial court did not err in determining that venue was in the forum county; the evidence showed that the former wife had the right to file for divorce there since she made a prima facie proof of the necessary venue facts to show that

the forum county was authorized to consider her petition for divorce from the forum husband. *Fantroy v. Fantroy*, No. 10-02-008-CV, 2003 Tex. App. LEXIS 8562 (Tex. App. Waco Oct. 1, 2003).

Where appellant attorney sued appellee attorney and law firm (law firm) for various torts and breach-of-contract, and appellant lawyer intervened asserting similar claims against the law firm, the district court's order striking the lawyer's intervention was affirmed because (1) the appellate court did not have jurisdiction to hear an interlocutory appeal of a failure to establish proper venue in that it was an interlocutory appeal of venue facts, in the sheep's clothing of a joinder ruling, and failure to establish proper venue was not subject to interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.064(a) and 51.014(a), and (2) the lawyer failed to establish that intervention was proper pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.003 because the lawyer failed to establish essential need in that the lawyer failed to show that it was indispensably necessary to try the claims in a specific county, *Ramirez v. Collier, Shannon, Scott, PLLC*, No. 01-01-00752-CV, 2003 Tex. App. LEXIS 3358 (Tex. App. Houston 1st Dist. Apr. 17, 2003), op. withdrawn, sub. op., vacated, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003).

With the passage of Tex. Civ. Prac. & Rem. Code Ann. § 15.003, the appellate court is persuaded that the legislature does not intend to allow the interlocutory appeal of venue facts, even in a joinder ruling, and to allow an interlocutory appeal of failure to establish proper venue is an interlocutory appeal of a venue ruling, which is not subject to interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.064(a) and 51.014(a). *Ramirez v. Collier, Shannon, Scott, PLLC*, No. 01-01-00752-CV, 2003 Tex. App. LEXIS 3358 (Tex. App. Houston 1st Dist. Apr. 17, 2003), op. withdrawn, sub. op., vacated, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003).

Summary judgment in favor of horse boarders was reversed because venue was improperly transferred to their county of residence from horse owner's county of residence. *Hendrick v. McMorrow*, 852 S.W.2d 22, 1993 Tex. App. LEXIS 1182 (Tex. App. Beaumont Mar. 25, 1993, no writ).

Legislative history and the plain language of Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b) established that an appellate court must consider the entire record to determine whether venue was proper. *Ruiz v. Conoco, Inc.*, No. D-1903, 1992 Tex. LEXIS 186 (Tex. Dec. 31, 1992), op. withdrawn, sub. op., different results reached on reh'g, 868 S.W.2d 752, 1993 Tex. LEXIS 116 (Tex. 1993).

Appellate court had jurisdiction over the interlocutory appeal because, since the suit involved more than one plaintiff, the appellate court could review the trial court's determination of whether each plaintiff did or did not independently establish proper venue. *Honeywell Int'l, Inc. v. Davis*, No. 01-19-00013-CV, 2020 Tex. App. LEXIS 6711 (Tex. App. Houston 1st Dist. Aug. 20, 2020).

Civil Procedure: Venue: Special Venue

Specific workers' compensation venue provision under Tex. Lab. Code Ann. § 410.252(b) controls over the general venue provision of Tex. Ins. Code Ann. § 462.017(b); moreover, there was no showing of a manifest intent that the general provision override the specific provision. Therefore, in a workers' compensation case involving the Texas Property and Casualty Insurance Guaranty Association, a trial court erred in transferring venue under § 462.017(b). *Campos v. Tex. Prop. & Cas. Ins. Guar. Ass'n*, 282 S.W.3d 226, 2009 Tex. App. LEXIS 2060 (Tex. App. Austin Mar. 26, 2009, no pet.).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.064, a contractor was permitted to bring a mandamus action to enforce the mandatory venue provisions of Tex. Civ. Prac. & Rem. Code Ann. §§ 15.011, 15.012; however, by failing to raise venue objections prior to filing motions for other relief, the contractor waived its venue objections under Tex. R. Civ. P. 86(1). *Graybar Elec. Co. v. Gonzalez* (In re Graybar Elec. Co.), No. 13-08-00073-CV, No. 13-08-00294-CV, No. 13-08-00333-CV, No. 13-08-00341-CV, 2008 Tex. App. LEXIS 6868 (Tex. App. Corpus Christi Aug. 26, 2008).

Civil Procedure: Pleading & Practice: Defenses, Demurrers & Objections: Waiver & Preservation

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.064, a contractor was permitted to bring a mandamus action to enforce the mandatory venue provisions of Tex. Civ. Prac. & Rem. Code Ann. §§ 15.011, 15.012; however, by failing to raise venue objections prior to filing motions for other relief, the contractor waived its venue objections under Tex. R. Civ. P. 86(1). *Graybar Elec. Co. v. Gonzalez* (In re *Graybar Elec. Co.*), No. 13-08-00073-CV, No. 13-08-00294-CV, No. 13-08-00333-CV, No. 13-08-00341-CV, 2008 Tex. App. LEXIS 6868 (Tex. App. Corpus Christi Aug. 26, 2008).

Civil Procedure: Parties: Intervention: General Overview

Where appellant attorney sued appellee attorney and law firm (law firm) for various torts and breach-of-contract, and appellant lawyer intervened asserting similar claims against the law firm, the district court's order striking the lawyer's intervention was affirmed because (1) the appellate court did not have jurisdiction to hear an interlocutory appeal of a failure to establish proper venue in that it was an interlocutory appeal of venue facts, in the sheep's clothing of a joinder ruling, and failure to establish proper venue was not subject to interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.064(a) and 51.014(a), and (2) the lawyer failed to establish that intervention was proper pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.003 because the lawyer failed to establish essential need in that the lawyer failed to show that it was indispensably necessary to try the claims in a specific county, *Ramirez v. Collier, Shannon, Scott, PLLC*, No. 01-01-00752-CV, 2003 Tex. App. LEXIS 3358 (Tex. App. Houston 1st Dist. Apr. 17, 2003), op. withdrawn, sub. op., vacated, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003).

With the passage of Tex. Civ. Prac. & Rem. Code Ann. § 15.003, the appellate court is persuaded that the legislature does not intend to allow the interlocutory appeal of venue facts, even in a joinder ruling, and to allow an interlocutory appeal of failure to establish proper venue is an interlocutory appeal of a venue ruling, which is not subject to interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.064(a) and 51.014(a). *Ramirez v. Collier, Shannon, Scott, PLLC*, No. 01-01-00752-CV, 2003 Tex. App. LEXIS 3358 (Tex. App. Houston 1st Dist. Apr. 17, 2003), op. withdrawn, sub. op., vacated, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003).

In a multi-plaintiff personal injury action against the manufacturer of a diet drug, Tex. Civ. Prac. & Rem. Code Ann. § 15.003 allowed interlocutory appeal for the one purpose of contesting a trial court decision allowing or denying intervention or joinder, but not from a decision that a party seeking intervention or joinder independently established proper venue; therefore, Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a) applied to prevent an interlocutory appeal. *American Home Prods. Corp. v. Clark*, 38 S.W.3d 92, 2000 Tex. LEXIS 112 (Tex. 2000).

Civil Procedure: Parties: Joinder: General Overview

In a civil theft case, an appellate court had jurisdiction over an interlocutory appeal relating to venue; however, even if the appellate court treated a trial court's realignment of the parties as a joinder ruling, any complaint was waived by an affirmative representation of "no opposition" to the realignment prior to the trial court's ruling. *Hale Land & Cattle Co. v. Silvaris Corp.*, No. 04-13-00083-CV, 2013 Tex. App. LEXIS 9451 (Tex. App. San Antonio July 31, 2013).

Civil Procedure: Discovery: Methods: Written Depositions

Witnesses could not challenge orders authorizing a party to take the witnesses' deposition testimony by written questions pursuant to Tex. R. Civ. P. 202 and denying the witnesses' motions to transfer venue to the county where they resided; no statute provided for interlocutory review of such orders, and both Tex. Civ. Prac. & Rem. Code

Ann. § 15.064 and Tex. R. Civ. P. 87 expressly disallowed interlocutory appeal of such venue determinations. In re Am. State Bank, No. 07-03-0483-CV, 2005 Tex. App. LEXIS 6554 (Tex. App. Amarillo Aug. 16, 2005).

Civil Procedure: Pretrial Judgments: Nonsuits

In a tort suit arising from the explosion of a propane tank and the resulting personal injury and wrongful death damages, plaintiff was not permitted to fraudulently secure venue in one county and then nonsuit and refile the same claims against the same parties in another county; therefore, the second court abused its discretion by denying defendant's motion to dismiss or transfer and retaining venue. Only one venue determination may be made in a proceeding, and Tex. R. Civ. P. 87 specifically prohibits changes in venue after the initial venue ruling. In re Lowe's Home Ctrs., L.L.C., 531 S.W.3d 861, 2017 Tex. App. LEXIS 7106 (Tex. App. Corpus Christi July 28, 2017, no pet.).

Civil Procedure: Pretrial Judgments: Nonsuits: Voluntary Nonsuits

Reading Tex. Civ. Prac. & Rem. Code Ann. § 15.064 and Tex. R. Civ. P. 87 together, the Texas Supreme Court concludes that once a venue determination has been made, that determination is conclusive as to those parties and claims. In re Team Rocket, L.P., 256 S.W.3d 257, 2008 Tex. LEXIS 501 (Tex. 2008).

Civil Procedure: Judgments: Entry of Judgments: Enforcement & Execution: Fraudulent Transfers

Trial court did not err in an ex-wife's lawsuit by denying her ex-husband's and his current wife's motion to transfer venue where the true nature of the lawsuit did not involve the rightful ownership of real property, but rather, it was essentially a suit for damages arising from the ex-husband's purported fraudulent transfers; while the ex-wife's initial pleading sought an ownership interest in property, she timely amended her pleadings before the hearing on the motion to not seek an ownership interest, and while her amended petition did list other remedies, those remedies simply mirrored the remedies available to creditors under the Uniform Fraudulent Transfer Act, and her pursuit of them did not change the true nature of her lawsuit. Heckert v. Heckert, No. 02-19-00298-CV, 2020 Tex. App. LEXIS 4007 (Tex. App. Fort Worth May 21, 2020).

Civil Procedure: Remedies: Writs: General Overview

Pursuant to Tex. Civ. Prac. and Rem. Code Ann. § 15.064(a), a guardian was not entitled to mandamus relief from an order transferring venue of her underlying case from the probate court to the district court, where the guardian made no allegations that the venue order was void, only that it was error, and where the guardian could challenge the error on appeal after the trial court rendered final judgment. 809 S.W.2d 948, 1991 Tex. App. LEXIS 1356.

Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus

Mandamus relief was granted to airplane manufacturers in a case alleging wrongful death and other actions because, once a venue determination was made, it was conclusive as to those parties and claims, pursuant to Tex. R. Civ. P. 87 and Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a); therefore, a nonsuit and subsequent refile after the manufacturers' motion to change venue was granted was improper. In re Team Rocket, L.P., 256 S.W.3d 257, 2008 Tex. LEXIS 501 (Tex. 2008).

Mandamus was unavailable to compel a venue transfer under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 because the denial of the transfer was an incidental trial ruling as to which there was an adequate remedy by appeal, as contemplated by Tex. Civ. Prac. & Rem. Code Ann. § 15.064, and the exception in Tex. Civ. Prac. & Rem. Code Ann. § 15.0642 for mandatory venue provisions did not apply because the transfer was not sought

under a mandatory provision. In re Gibbs, No. 13-08-00134-CV, 2008 Tex. App. LEXIS 2327 (Tex. App. Corpus Christi Apr. 1, 2008).

Civil Procedure: Appeals: General Overview

In a fraud action, the trial court improperly transferred venue to Smith County, Texas, because appellant requested the trial court to transfer venue to the county of her residence, Cass County, Texas; thus, the court had no authority to transfer venue to Smith County. Because appellant provided uncontroverted proof that she was a resident of Cass County, that county was a proper county for venue. Belford v. Leonhart, No. 12-14-00057-CV, 2014 Tex. App. LEXIS 9192 (Tex. App. Tyler Aug. 20, 2014).

Civil Procedure: Appeals: Appellate Jurisdiction: Final Judgment Rule

Debtor's intervention in the personal injury action below was best characterized as a defensive intervention because the creditor intervened to recover funds from the debtor out of the defendant's settlement payment to the plaintiff, and the debtor filed defensive pleadings seeking to avoid the creditor's recovery; there was no indication that the debtor would have filed an intervention or any other responsive pleadings against the creditor's claims of the creditor had not first intervened in the action. Because the record supported the characterization of the debtor as an intervening defendant, Tex. Civ. Prac. & Rem. Code Ann. § 15.003 did not apply, and because no applicable statute allowed for an interlocutory appeal, the appeal had to be dismissed for want of jurisdiction. Counsel Fin. Servs., L.L.C. v. Leibowitz, No. 13-10-00693-CV, 2011 Tex. App. LEXIS 5078 (Tex. App. Corpus Christi July 1, 2011).

Decedent's former wife's appeal was dismissed for want of jurisdiction because the probate court's finding regarding the legal domicile of the decedent was not the final disposition of a discrete dispute before the court; it was merely a finding of fact relied on by the court in determining the proper venue for the ongoing probate proceeding. Because venue orders in probate were not final orders sufficient to merit review by direct appeal, the order was not a final appealable order ripe for direct appeal. Fernandez v. Bustamante, 305 S.W.3d 333, 2010 Tex. App. LEXIS 361 (Tex. App. Houston 14th Dist. Jan. 19, 2010, no pet.).

Civil Procedure: Appeals: Appellate Jurisdiction: Interlocutory Orders

Although venue determinations generally are not reviewable, an interlocutory appeal could be taken from the denial of a motion to transfer venue in a dispute involving oyster leases because there were multiple plaintiffs. Sustainable Tex. Oyster Res. Mgmt., LLC v. Hannah Reef, Inc., 491 S.W.3d 96, 2016 Tex. App. LEXIS 3339 (Tex. App. Houston 1st Dist. Mar. 31, 2016, no pet.).

Appellants were not entitled to mandamus relief, because the trial court did not abuse its discretion in denying their motion to transfer venue in an action on claims made on their auto insurance policy because appellants had no right to challenge their initial venue choice. The appellate court lacked jurisdiction to review the trial court's ruling, because an interlocutory appeal from a venue determination was not generally permitted. Davis v. State Farm Lloyds Tex., No. 03-14-00540-CV, 2014 Tex. App. LEXIS 12783 (Tex. App. Austin Nov. 26, 2014).

Brothers' appeal of a probate court's order granting a motion to transfer to itself a wrongful death action was dismissed for want of jurisdiction under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a) because there was no statute permitting an interlocutory appeal from the probate court's transfer. In re Estate of Aguilar, 435 S.W.3d 831, 2014 Tex. App. LEXIS 5944 (Tex. App. San Antonio June 4, 2014, no pet.).

Appellate court's jurisdiction to hear an interlocutory appeal of a trial court's denial of appellants' motions to transfer venue was not invoked under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(c) where appellees' cross-claim did not transform them into "plaintiffs" because they were sued by the plaintiff in the underlying action and brought their

cross-claim in the same capacities—individually as legal heirs and as personal representatives of their daughter's estate. As such, venue for their cross-claim was established in Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a). *Harding Bars, LLC v. McCaskill*, 374 S.W.3d 517, 2012 Tex. App. LEXIS 4642 (Tex. App. San Antonio June 13, 2012, no pet.).

It was clear from the motions to transfer venue that the complaints of the driver and bars focused on the choice of county as the one of venue, not on whether parents could intervene or join the lawsuit as plaintiffs; the orders did not state a basis for the ruling, and thus the court could not find that the trial court necessarily determined an intervention or joinder issue under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), nor could the court find that the orders rested on the finding of the propriety of joinder, and because it appeared the trial court did not determine an issue of joinder or intervention, an interlocutory appeal was not available and the court's jurisdiction to hear the interlocutory appeal was not invoked under § 15.003(c), and thus the court dismissed the appeal for lack of jurisdiction for purposes of Tex. Civ. Prac. & Rem. Code Ann. § 15.064. *Harding Bars, LLC v. McCaskill*, No. 04-11-00629-CV, 2012 Tex. App. LEXIS 799 (Tex. App. San Antonio Feb. 1, 2012), op. withdrawn, sub. op., reh'g denied, 374 S.W.3d 517, 2012 Tex. App. LEXIS 4642 (Tex. App. San Antonio June 13, 2012).

Interlocutory appeal of a trial court's denial of a motion to transfer venue was dismissed for lack of jurisdiction where appellants' response did not establish that the appellate court had jurisdiction, given the trial court's revised order in which it specifically stated its decision to deny the motion was based on Tex. Civ. Prac. & Rem. Code Ann. § 15.002. Appellees had asserted that venue was proper in the county in which they filed suit under § 15.002(a) on the basis that all or part of the facts giving rise to the cause accrued, in whole or in part, in that county, and although appellants filed their motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.003, in their reply, appellants had alleged venue was improper pursuant to §§ 15.002 and 15.003. *Basic Energy Servs. GP, LLC v. Gomez*, No. 04-10-00128-CV, 2010 Tex. App. LEXIS 9407 (Tex. App. San Antonio Nov. 24, 2010).

Appellate court had to abate an appeal challenging a trial court's denial of appellants' motion to transfer venue where both Tex. Civ. Prac. & Rem. Code Ann. §§ 15.002 and 15.003 arguments were presented to the trial court as grounds for the motion because the trial court's order did not specify the basis for its ruling, and because the appellate court's jurisdiction depended on the basis for that ruling. It was unclear whether the trial court denied the motion because appellees independently established proper venue pursuant to § 15.002 or because they met the joinder requirements pursuant to § 15.003, but if § 15.002 was the basis for the trial court's ruling denying the motion, then the appellate court did not have jurisdiction over the appeal, while, conversely, if § 15.003 was the basis for the trial court's ruling denying the motion, then the appellate court had jurisdiction to hear the interlocutory appeal. *Basic Energy Servs. GP, LLC v. Gomez*, 398 S.W.3d 734, 2010 Tex. App. LEXIS 5455 (Tex. App. San Antonio July 14, 2010, no pet.).

Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a) does not permit interlocutory appeal from a determination of venue. *Uzzell v. McGee*, No. 13-07-00717-CV, 2008 Tex. App. LEXIS 3895 (Tex. App. Corpus Christi May 22, 2008).

Because a trial court did not reach the question of whether a party "independently" established venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.003(a), no interlocutory appeal would lie from the trial court's order granting a motion for a change of venue pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a). *Perot v. Hughes & Luce, L.L.P.*, No. 2-06-290-CV, 2006 Tex. App. LEXIS 9568 (Tex. App. Fort Worth Nov. 2, 2006).

Appellate court had no jurisdiction to consider the wife's argument that the trial court erred in denying her motion to transfer the lawsuit to Maryland and in denying her motion to dismiss the lawsuit on forum non conveniens grounds, because Tex. Civ. Prac. & Rem. Code Ann. § 51.014 did not permit appeal from an interlocutory order denying such a motion, and Tex. Civ. Prac. & Rem. Code Ann. § 71.051, did not provide for interlocutory appeal from the trial court's refusal to dismiss. *Morrill v. Cisek*, No. 01-03-01336-CV, No. 01-04-00266-CV, 2005 Tex. App. LEXIS 7280 (Tex. App. Houston 1st Dist. Aug. 31, 2005).

Witnesses could not challenge orders authorizing a party to take the witnesses' deposition testimony by written questions pursuant to Tex. R. Civ. P. 202 and denying the witnesses' motions to transfer venue to the county where they resided; no statute provided for interlocutory review of such orders, and both Tex. Civ. Prac. & Rem. Code

Tex. Civ. Prac. & Rem. Code § 15.064

Ann. § 15.064 and Tex. R. Civ. P. 87 expressly disallowed interlocutory appeal of such venue determinations. In re Am. State Bank, No. 07-03-0483-CV, 2005 Tex. App. LEXIS 6554 (Tex. App. Amarillo Aug. 16, 2005).

District court's order granting a change of venue for two defendants and dismissing claims against others was not an appealable final order; some claims remained even after the dismissals, and no interlocutory appeal could be taken from a venue decision. *Newby v. Travis County*, No. 03-04-00317-CV, 2005 Tex. App. LEXIS 1249 (Tex. App. Austin Feb. 17, 2005).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a), the court lacked jurisdiction concerning the trial court's interlocutory ruling on a motion to transfer venue, and thus the court declined to consider arguments concerning venue. *Alert Synteks, Inc. v. Jerry Spencer, L.P.*, 151 S.W.3d 246, 2004 Tex. App. LEXIS 9679 (Tex. App. Tyler Oct. 29, 2004, no pet.).

Tex. Prob. Code Ann. § 6 specifies venue for probate matters, and contains no language about the appealability of such a determination; there is no specific provision allowing an interlocutory appeal of a probate venue determination, and, therefore, Tex. R. Civ. P. 87 requires dismissal of appeal where appealability of venue is the sole issue. In re Estate of Fears, No. 06-03-00139-CV, 2004 Tex. App. LEXIS 573 (Tex. App. Texarkana Jan. 22, 2004).

Where appellant attorney sued appellee attorney and law firm (law firm) for various torts and breach-of-contract, and appellant lawyer intervened asserting similar claims against the law firm, the district court's order striking the lawyer's intervention was affirmed because (1) the appellate court did not have jurisdiction to hear an interlocutory appeal of a failure to establish proper venue in that it was an interlocutory appeal of venue facts, in the sheep's clothing of a joinder ruling, and failure to establish proper venue was not subject to interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.064(a) and 51.014(a), and (2) the lawyer failed to establish that intervention was proper pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.003 because the lawyer failed to establish essential need in that the lawyer failed to show that it was indispensably necessary to try the claims in a specific county, *Ramirez v. Collier, Shannon, Scott, PLLC*, No. 01-01-00752-CV, 2003 Tex. App. LEXIS 3358 (Tex. App. Houston 1st Dist. Apr. 17, 2003), op. withdrawn, sub. op., vacated, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003).

With the passage of Tex. Civ. Prac. & Rem. Code Ann. § 15.003, the appellate court is persuaded that the legislature does not intend to allow the interlocutory appeal of venue facts, even in a joinder ruling, and to allow an interlocutory appeal of failure to establish proper venue is an interlocutory appeal of a venue ruling, which is not subject to interlocutory appeal under Tex. Civ. Prac. & Rem. Code Ann. §§ 15.064(a) and 51.014(a). *Ramirez v. Collier, Shannon, Scott, PLLC*, No. 01-01-00752-CV, 2003 Tex. App. LEXIS 3358 (Tex. App. Houston 1st Dist. Apr. 17, 2003), op. withdrawn, sub. op., vacated, 123 S.W.3d 43, 2003 Tex. App. LEXIS 8044 (Tex. App. Houston 1st Dist. Sept. 11, 2003).

Under Tex. Civ. Prac. Rem. Code Ann. § 15.064 (Vernon 2002) and Tex. R. Civ. P. 87(6), the appellate court had no jurisdiction to consider appellant's challenge to trial court's order transferring venue because no interlocutory appeal could be taken from the trial court's venue decision. *Delafield v. Tex. Worker's Comp.*, No. 05-03-00052-CV, 2003 Tex. App. LEXIS 1795 (Tex. App. Dallas Feb. 28, 2003).

In a multi-plaintiff personal injury action against the manufacturer of a diet drug, Tex. Civ. Prac. & Rem. Code Ann. § 15.003 allowed interlocutory appeal for the one purpose of contesting a trial court decision allowing or denying intervention or joinder, but not from a decision that a party seeking intervention or joinder independently established proper venue; therefore, Tex. Civ. Prac. & Rem. Code Ann. § 15.064(a) applied to prevent an interlocutory appeal. *American Home Prods. Corp. v. Clark*, 38 S.W.3d 92, 2000 Tex. LEXIS 112 (Tex. 2000).

Where a probate court denied appellant's motion to transfer venue to another county, overruled a plea to jurisdiction, and granted appellant's motion to transfer another suit to the county probate court, the orders were interlocutory and were not subject to appellate review; because no final order had occurred, the orders were not reviewable, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.064. *Grounds v. Lett*, 718 S.W.2d 38, 1986 Tex. App. LEXIS 8900 (Tex. App. Dallas Aug. 1, 1986, no writ).

Appellate court had jurisdiction over the interlocutory appeal because, since the suit involved more than one plaintiff, the appellate court could review the trial court's determination of whether each plaintiff did or did not independently establish proper venue. *Honeywell Int'l, Inc. v. Davis*, No. 01-19-00013-CV, 2020 Tex. App. LEXIS 6711 (Tex. App. Houston 1st Dist. Aug. 20, 2020).

Civil Procedure: Appeals: Records on Appeal

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.064, error in transferring venue is not harmless and is reversible. In determining whether venue was proper, an appellate court must consider the entire record. *Madera Prod. Co. v. Atl. Richfield Co.*, 107 S.W.3d 652, 158 Oil & Gas Rep. 95, 2003 Tex. App. LEXIS 4601 (Tex. App. Texarkana Mar. 13, 2003, no pet.) (Tex. App. Texarkana 2003, pet. denied (in part)).

Civil Procedure: Appeals: Reviewability: Preservation for Review

In a civil theft case, an appellate court had jurisdiction over an interlocutory appeal relating to venue; however, even if the appellate court treated a trial court's realignment of the parties as a joinder ruling, any complaint was waived by an affirmative representation of "no opposition" to the realignment prior to the trial court's ruling. *Hale Land & Cattle Co. v. Silvaris Corp.*, No. 04-13-00083-CV, 2013 Tex. App. LEXIS 9451 (Tex. App. San Antonio July 31, 2013).

Failure to object in timely fashion resulted in guardian's failure to preserve his objection to the change of venue of the suit against him, brought by the successor guardian and the executor of the ward's estate, to Bexar County, where the successor guardian and the ward resided. *McGrede v. Coursey*, 131 S.W.3d 189, 2004 Tex. App. LEXIS 484 (Tex. App. San Antonio Jan. 21, 2004, no pet.).

Civil Procedure: Appeals: Standards of Review: General Overview

Nothing showed that an inmate brought his mandatory venue contention to the attention of the judge, plus the inmate had in place a timely appeal of the order dismissing his suit; by its enactment of Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, the Legislature did not replace resolution of venue issues on appeal, under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b), and under these circumstances, the inmate's invocation of Tex. Civ. Prac. & Rem. Code Ann. § 15.0642 added nothing of substance to his request for mandamus relief. *Johnson v. Riggs*, No. 07-12-0095-CV, No. 07-12-0139-CV, No. 07-12-0509-CV, 2013 Tex. App. LEXIS 3150 (Tex. App. Amarillo Mar. 22, 2013).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.064, error in transferring venue is not harmless and is reversible. In determining whether venue was proper, an appellate court must consider the entire record. *Madera Prod. Co. v. Atl. Richfield Co.*, 107 S.W.3d 652, 158 Oil & Gas Rep. 95, 2003 Tex. App. LEXIS 4601 (Tex. App. Texarkana Mar. 13, 2003, no pet.) (Tex. App. Texarkana 2003, pet. denied (in part)).

Judgment in a wrongful death action was reversed pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b) because venue was improper in the county to which the case had been transferred; the letter claimed by defendant as constituting the parties agreement to transfer the case failed to meet the requirements of change of venue by consent pursuant to Tex. R. Civ. P. 255, and also part of the cause of action had accrued in the county in which the suit was filed. *Ray v. Farris*, 887 S.W.2d 164, 1994 Tex. App. LEXIS 2342 (Tex. App. Texarkana Sept. 23, 1994), rev'd, 895 S.W.2d 351, 1995 Tex. LEXIS 18 (Tex. 1995).

Summary judgment in favor of horse boarders was reversed because venue was improperly transferred to their county of residence from horse owner's county of residence. *Hendrick v. McMorro*, 852 S.W.2d 22, 1993 Tex. App. LEXIS 1182 (Tex. App. Beaumont Mar. 25, 1993, no writ).

Legislative history and the plain language of Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b) established that an appellate court must consider the entire record to determine whether venue was proper. *Ruiz v. Conoco, Inc.*, No.

Tex. Civ. Prac. & Rem. Code § 15.064

D-1903, 1992 Tex. LEXIS 186 (Tex. Dec. 31, 1992), op. withdrawn, sub. op., different results reached on reh'g, 868 S.W.2d 752, 1993 Tex. LEXIS 116 (Tex. 1993).

Tex. R. App. P. 53(a) applied to an appeal filed by appellant sellers from a venue ruling in appellee buyer's suit against appellants in a dispute concerning the sale of land, and therefore effectively created an exception to the "entire record" requirement of Tex. Civ. Prac. & Rem. Code Ann. § 15.064. *Steger & Bizzell, Inc. v. VandeWater Constr., Inc.*, 811 S.W.2d 687, 1991 Tex. App. LEXIS 1490 (Tex. App. Austin June 12, 1991, writ denied).

Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b) provides that on appeal from a trial on the merits, if venue is improper it shall in no event be harmless error and shall be reversible error; in determining whether venue was improper or proper, the appellate courts shall consider the entire record, including the trial on the merits. *Tenneco, Inc. v. Salyer*, 739 S.W.2d 448, 1987 Tex. App. LEXIS 8377 (Tex. App. Corpus Christi Sept. 24, 1987, no writ).

Civil Procedure: Appeals: Standards of Review: De Novo Review

Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b), the appellate court looks to determine if there is any probative evidence venue is proper in the original county. If so, it is reversible error for the original county court to transfer venue to another county. *Jaska v. Tex. Dep't of Protective & Regulatory Servs.*, 106 S.W.3d 907, 2003 Tex. App. LEXIS 4620 (Tex. App. Dallas May 30, 2003, no pet.).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b), the appellate court looks to determine if there is any probative evidence venue is proper in the original county, and if so, it is reversible error for the original county court to transfer venue to another county. *Jaska v. Tex. Dep't of Protective & Regulatory Servs.*, 106 S.W.3d 907, 2003 Tex. App. LEXIS 4620 (Tex. App. Dallas May 30, 2003, no pet.).

Civil Procedure: Appeals: Standards of Review: Harmless & Invited Errors: General Overview

Trial court's error in improperly transferring venue was not subject to a harmless error analysis because, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b), plaintiff's right to have his suit stay in the county in which he rightfully brought it was so fundamental that the loss of it could not be considered harmless. *Maranatha Temple, Inc. v. Enterprise Products Co.*, 833 S.W.2d 736, 1992 Tex. App. LEXIS 1893 (Tex. App. Houston 1st Dist. July 16, 1992, writ denied).

Contracts Law: Breach: Causes of Action: General Overview

Where contractors sued a construction company for breach of an oral contract after a payment dispute arose, venue was proper in Lamar County, Texas, where the parties agreed that payment would be made. The appellate court would not disturb the trial court's decision denying the construction company's motion to transfer the case to Rains County, Texas, where the work was performed. *KW Constr. v. Stephens & Sons Concrete Contrs., Inc.*, 165 S.W.3d 874, 2005 Tex. App. LEXIS 4336 (Tex. App. Texarkana June 8, 2005, no pet.).

Contracts Law: Breach: Causes of Action: Elements of Claims

Court did not err in denying appellants' motion to transfer venue, because appellee presented prima facie proof supporting the court's determination that a substantial part of the events giving rise to appellee's breach-of-contract claim occurred in the county. *Scott Law Offices v. Quinney Holdings, LLC*, No. 01-19-00739-CV, 2020 Tex. App. LEXIS 5426 (Tex. App. Houston 1st Dist. July 16, 2020).

Contracts Law: Types of Contracts: Construction Contracts

Where contractors sued a construction company for breach of an oral contract after a payment dispute arose, venue was proper in Lamar County, Texas, where the parties agreed that payment would be made. The appellate court would not disturb the trial court's decision denying the construction company's motion to transfer the case to Rains County, Texas, where the work was performed. *KW Constr. v. Stephens & Sons Concrete Contrs., Inc.*, 165 S.W.3d 874, 2005 Tex. App. LEXIS 4336 (Tex. App. Texarkana June 8, 2005, no pet.).

Energy & Utilities Law: Gas Industry: Distribution & Sale

In a natural gas suit, venue was proper where the primary purpose of the suit was to remove an encumbrance on and prevent irreparable damage to a leaseholder's interest which would be caused by the shut-in of production, and in order to maintain its action and prevent damage to its leasehold interest, the leaseholder expressly sought and obtained a declaration that the company owned an interest in the facility and was liable for the payment of expenses. *N. Natural Gas Co. v. Chisos J. V. I.*, 142 S.W.3d 447, 169 Oil & Gas Rep. 324, 2004 Tex. App. LEXIS 5991 (Tex. App. El Paso July 1, 2004, no pet.).

Estate, Gift & Trust Law: Probate: Procedures in Probate: General Overview

In a probate proceeding, venue was proper in Morris County because the evidence showed that there was a home located in Morris County at which the decedent spent a portion of his time, his wife resided there, he had remodeled the home, and he purchased fifty acres around the home. Testimony from acquaintances and friends was that the decedent had articulated plans to retire to Morris County and make that his home. *In re Estate of Steed*, 152 S.W.3d 797, 2004 Tex. App. LEXIS 11349 (Tex. App. Texarkana Dec. 17, 2004, no pet.).

Tex. Prob. Code Ann. § 6 specifies venue for probate matters, and contains no language about the appealability of such a determination; there is no specific provision allowing an interlocutory appeal of a probate venue determination, and, therefore, Tex. R. Civ. P. 87 requires dismissal of appeal where appealability of venue is the sole issue. *In re Estate of Fears*, No. 06-03-00139-CV, 2004 Tex. App. LEXIS 573 (Tex. App. Texarkana Jan. 22, 2004).

Estate, Gift & Trust Law: Probate: Procedures in Probate: Jurisdiction & Venue: General Overview

Decedent's former wife's appeal was dismissed for want of jurisdiction because the probate court's finding regarding the legal domicile of the decedent was not the final disposition of a discrete dispute before the court; it was merely a finding of fact relied on by the court in determining the proper venue for the ongoing probate proceeding. Because venue orders in probate were not final orders sufficient to merit review by direct appeal, the order was not a final appealable order ripe for direct appeal. *Fernandez v. Bustamante*, 305 S.W.3d 333, 2010 Tex. App. LEXIS 361 (Tex. App. Houston 14th Dist. Jan. 19, 2010, no pet.).

Governments: Courts: Justice Courts

Motion to transfer venue should have been granted in a case where an insurer was seeking to recover a double payment made to two claimants, even though the same motion had already been denied in a justice court; reliance on Tex. R. Civ. P. 87(5) was improper because the case was considered de novo upon appeal from the justice court, and the county court was not bound by the decisions of the justice court. The claimants did not live in the county where the action was filed, none of the underlying events took place in the county where the action was filed, and the insurer did not deny venue facts supporting venue in another county. *Cramer v. State Farm Mut. Auto. Ins. Co.*, No. 01-08-00270-CV, 2008 Tex. App. LEXIS 8398 (Tex. App. Houston 1st Dist. Nov. 6, 2008).

Insurance Law: Industry Regulation: Insurance Guaranty Associations: General Overview

Specific workers' compensation venue provision under Tex. Lab. Code Ann. § 410.252(b) controls over the general venue provision of Tex. Ins. Code Ann. § 462.017(b); moreover, there was no showing of a manifest intent that the general provision override the specific provision. Therefore, in a workers' compensation case involving the Texas Property and Casualty Insurance Guaranty Association, a trial court erred in transferring venue under § 462.017(b). *Campos v. Tex. Prop. & Cas. Ins. Guar. Ass'n*, 282 S.W.3d 226, 2009 Tex. App. LEXIS 2060 (Tex. App. Austin Mar. 26, 2009, no pet.).

Torts: Malpractice & Professional Liability: Healthcare Providers

In a husband and wife's medical malpractice suit against several defendants after ineffective vasectomies and faulty medical advice resulting in two wrongful pregnancies, the trial court erred in severing one doctor from the suit and granting her motion to transfer venue as the individual portions of the continuous course of treatment between all the defendants worked together to jointly produce an indivisible injury, and there was a "logical relationship" between this series of events which led to the injury. As venue was proper for at least one defendant, it was also proper for all other defendants. *Santos v. Holzman*, No. 13-02-662-CV, 2005 Tex. App. LEXIS 598 (Tex. App. Corpus Christi Jan. 27, 2005).

Torts: Procedure: Commencement & Prosecution: Venue

Venue for homeowners' suit against a developer was not proper in Hidalgo County because the owners failed to establish a link between the developer's presentations to them in Hidalgo and the essential elements of their misrepresentation claims; therefore, venue was ordered transferred to the county of the developer's office. *Double Diamond-Delaware, Inc. v. Alfonso*, 487 S.W.3d 265, 2016 Tex. App. LEXIS 349 (Tex. App. Corpus Christi Jan. 14, 2016), reh'g denied, No. 13-14-00324-CV, 2016 Tex. App. LEXIS 4570 (Tex. App. Corpus Christi Mar. 1, 2016).

Research References & Practice Aids

LAW REVIEWS

46 Baylor L. Rev. 669.

47 SMU L. Rev. 1677.

48 SMU L. Rev. 739.

50 SMU L. Rev. 1513.

48 SMU L. Rev. 1615.

52 SMU L. Rev. 717.

52 SMU L. Rev. 1485.

55 SMU L. Rev. 655.

56 SMU L. Rev. 1061.

26 Tex. Tech L. Rev. 139.

33 Tex. Tech L. Rev. 293.

1 Tex. Wesleyan L. Rev. 147.

33 Houston Lawyer 12.

Treatises

5-81 Texas Real Estate Guide § 81.03, LITIGATION: CONSTRUCTION, MECHANIC'S AND MATERIALMEN'S LIENS, Public Improvements, Texas Real Estate Guide.

3-43 Texas Torts and Remedies § 43.04, PRODUCTS LIABILITY AND COMMERCIAL TORTS, DECEPTIVE TRADE PRACTICES ACT, Procedure for DTPA Actions, Texas Torts and Remedies.

5-100 Texas Torts and Remedies § 100.25, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Procedural Aspects of Challenging Venue, Texas Torts and Remedies.

5-100 Texas Torts and Remedies § 100.26, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Transfer Due to Unavailability of Impartial Trial, Texas Torts and Remedies.

Practice Guides

1-1 Dorsaneo, Texas Litigation Guide § 1.01, Pretrial Practice (Chs. 1-114), Prelitigation Planning (Chs. 1-4), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

1-1 Dorsaneo, Texas Litigation Guide § 1.04, Pretrial Practice (Chs. 1-114), Prelitigation Planning (Chs. 1-4), Preparation of Responsive Pleadings, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.20, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Procedure When Party Seeks to Transfer Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.21, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Review of Trial Court's Venue Determination, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.51, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Motion to Transfer Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.52, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Response to Motion to Transfer Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.54, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Review of Venue Determination, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.113, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Motion to Transfer Venue—Inconvenient Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

10-146 Dorsaneo, Texas Litigation Guide § 146.03, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), The Selection and Development of Individual Legal Arguments, Dorsaneo, Texas Litigation Guide.

10-146 Dorsaneo, Texas Litigation Guide § 146.200, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

10-153 Dorsaneo, Texas Litigation Guide § 153.02, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Orders Entitled to Acceleration, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.064

18-271 Dorsaneo, Texas Litigation Guide § 271.03, Pleadings in Real Estate Litigation (Chs. 250-285), Improvement of Realty (Chs. 270-271), Public Improvements, Dorsaneo, Texas Litigation Guide.

24-392 Dorsaneo, Texas Litigation Guide § 392.02, Probate Code Litigation (Chs. 390-415), Commencement of Proceedings (Chs. 390-394), Jurisdiction and Venue, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.0641

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter D General Provisions (§§ 15.061 — 15.080)

Sec. 15.0641. Venue Rights of Multiple Defendants.

In a suit in which two or more defendants are joined, any action or omission by one defendant in relation to venue, including a waiver of venue by one defendant, does not operate to impair or diminish the right of any other defendant to properly challenge venue.

History

Enacted by Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 5, effective August 28, 1995.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

1995 Note:

See note following § 15.001.

Case Notes

Civil Procedure: Venue

Civil Procedure: Venue: Motions to Transfer

Civil Procedure: Venue: Multiparty Litigation

Civil Procedure: Pretrial Matters: Separate Trials

Education Law: Administration & Operation: School Districts**Estate, Gift & Trust Law: Wills: Interpretation: General Overview****Civil Procedure: Venue**

Relator was entitled to mandamus relief to enforce a mandatory venue statute, because venue in a wrongful death case filed against a school district was proper in Jasper County, Texas, where the political subdivision was located and the specific events transpired; therefore, the trial court abused its discretion, because it refused to transfer the case to a county of mandatory venue. The failure of other defendants to challenge venue did not impair the school district's right to challenge venue. *In re Kirbyville Consol. Indep. Sch. Dist.*, No. 09-19-00209-CV, 2019 Tex. App. LEXIS 6906 (Tex. App. Beaumont Aug. 8, 2019).

Civil Procedure: Venue: Motions to Transfer

Trial court abused its discretion by severing a wrongful death action that was filed against four defendants into three separate suits because the three cases involved the same evidence, highly interwoven facts, and the same legal theories; the defendants in each of these proceedings would likely identify the others as responsible third parties so that the combined negligence of all four defendants could be apportioned. Three defendants preserved their right to challenge proper venue by filing timely motions to transfer venue; the fourth defendant did not waive its right to challenge the improper severance order by failing to timely challenge venue. *In re Johnson*, 548 S.W.3d 95, 2018 Tex. App. LEXIS 2048 (Tex. App. Beaumont Mar. 22, 2018, no pet.).

Civil Procedure: Venue: Multiparty Litigation

Order overruling the pleas of privilege to suit filed by a co-executor, devisees, and interested parties in a co-executrix's action to construe a will was affirmed because suit could be brought in any county where one of the defendants who was a necessary party resided, and a devisee was a necessary party. *Thornhill v. Elskes*, 381 S.W.2d 99, 1964 Tex. App. LEXIS 2693 (Tex. Civ. App. Waco May 21, 1964, writ ref'd n.r.e.).

Civil Procedure: Pretrial Matters: Separate Trials

Trial court abused its discretion by severing a wrongful death action that was filed against four defendants into three separate suits because the three cases involved the same evidence, highly interwoven facts, and the same legal theories; the defendants in each of these proceedings would likely identify the others as responsible third parties so that the combined negligence of all four defendants could be apportioned. Three defendants preserved their right to challenge proper venue by filing timely motions to transfer venue; the fourth defendant did not waive its right to challenge the improper severance order by failing to timely challenge venue. *In re Johnson*, 548 S.W.3d 95, 2018 Tex. App. LEXIS 2048 (Tex. App. Beaumont Mar. 22, 2018, no pet.).

Education Law: Administration & Operation: School Districts

Relator was entitled to mandamus relief to enforce a mandatory venue statute, because venue in a wrongful death case filed against a school district was proper in Jasper County, Texas, where the political subdivision was located and the specific events transpired; therefore, the trial court abused its discretion, because it refused to transfer the case to a county of mandatory venue. The failure of other defendants to challenge venue did not impair the school district's right to challenge venue. *In re Kirbyville Consol. Indep. Sch. Dist.*, No. 09-19-00209-CV, 2019 Tex. App. LEXIS 6906 (Tex. App. Beaumont Aug. 8, 2019).

Estate, Gift & Trust Law: Wills: Interpretation: General Overview

Order overruling the pleas of privilege to suit filed by a co-executor, devisees, and interested parties in a co-executrix's action to construe a will was affirmed because suit could be brought in any county where one of the defendants who was a necessary party resided, and a devisee was a necessary party. *Thornhill v. Elskes*, 381 S.W.2d 99, 1964 Tex. App. LEXIS 2693 (Tex. Civ. App. Waco May 21, 1964, writ ref'd n.r.e.).

Research References & Practice Aids

LAW REVIEWS

51 Baylor L. Rev. 1.

49 SMU L. Rev. 1371.

Treatises

5-100 Texas Torts and Remedies § 100.23, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Multiple Claims and Parties, Texas Torts and Remedies.

Practice Guides

1-5 Texas Civil Trial Guide § 5.30, NON-EVIDENTIARY MOTIONS, MOTION FOR SEVERANCE, Legal Background, Texas Civil Trial Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.04, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Multiple Claims and Parties, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.20, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Procedure When Party Seeks to Transfer Venue, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

Tex. Civ. Prac. & Rem. Code § 15.0642

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter D General Provisions (§§ 15.061 — 15.080)

Sec. 15.0642. Mandamus.

A party may apply for a writ of mandamus with an appellate court to enforce the mandatory venue provisions of this chapter. An application for the writ of mandamus must be filed before the later of:

- (1) the 90th day before the date the trial starts; or
- (2) the 10th day after the date the party receives notice of the trial setting.

History

Enacted by Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 5, effective August 28, 1995.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

1995 Note:

See note following § 15.001.

Case Notes

Admiralty Law: Personal Injuries: Maritime Workers' Claims: Jones Act: Procedure: Removal & Venue

Civil Procedure: Jurisdiction: Jurisdictional Sources: General Overview

Civil Procedure: Jurisdiction: Jurisdictional Sources: Statutory Sources**Civil Procedure: Venue****Civil Procedure: Venue: General Overview****Civil Procedure: Venue: Motions to Transfer****Civil Procedure: Venue: Motions to Transfer: General Overview****Civil Procedure: Venue: Multiparty Litigation****Civil Procedure: Venue: Special Venue****Civil Procedure: Alternative Dispute Resolution: Judicial Review****Civil Procedure: Remedies: Writs: General Overview****Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus****Civil Procedure: Appeals: Standards of Review: Abuse of Discretion****Contracts Law: Contract Conditions & Provisions: Forum Selection Clauses****Estate, Gift & Trust Law: Probate: Procedures in Probate: Jurisdiction & Venue****Estate, Gift & Trust Law: Probate: Procedures in Probate: Jurisdiction & Venue: General Overview****Estate, Gift & Trust Law: Trusts: Administration****Family Law: Child Custody: Venue****Governments: Local Governments: Claims By & Against****Insurance Law: Claims & Contracts: Contract Formation****Real Property Law: Trusts: Constructive Trusts****Torts: Public Entity Liability: Liability: State Tort Claims Acts: Venue****Admiralty Law: Personal Injuries: Maritime Workers' Claims: Jones Act: Procedure: Removal & Venue**

Where plaintiff sued a limited liability company (LLC) in Harris County under the Jones Act over injuries allegedly incurred in Louisiana inland waters, the LCC was not entitled to a writ of mandamus with respect to the trial court's denial of its motion to transfer venue to Montgomery County, because Tex. Civ. Prac. & Rem. Code Ann. § 15.0181(e)(2) allowed a plaintiff to establish venue in Harris County regardless of whether the defendant had a principal office in Texas located in a coastal county. In re DLS, L.L.C., 495 S.W.3d 313, 2016 Tex. App. LEXIS 4176 (Tex. App. Houston 14th Dist. Apr. 21, 2016, no pet.).

Civil Procedure: Jurisdiction: Jurisdictional Sources: General Overview

Pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, the trial court had jurisdiction over the mandamus proceeding because the attorney sought to enforce the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.012. O'Quinn v. Hall, 77 S.W.3d 452, 2002 Tex. App. LEXIS 3549 (Tex. App. Corpus Christi May 17, 2002, no pet.).

Civil Procedure: Jurisdiction: Jurisdictional Sources: Statutory Sources

Relator was not entitled to a writ of mandamus; there was no abuse of discretion by the district court in denying the motion to abate because the first-filed justice court suit in Harris County, based on the jurisdictional limitations of that court, could not properly be amended to pursue the claim asserted in the Collin County district court suit, and the prospect of the justice court transferring the case to another court remained hypothetical and dependent on the discretion of two courts. *In re King*, 478 S.W.3d 930, 2015 Tex. App. LEXIS 10924 (Tex. App. Dallas Oct. 22, 2015, no pet.).

Civil Procedure: Venue

Relator was entitled to mandamus relief to enforce a mandatory venue statute, because venue in a wrongful death case filed against a school district was proper in Jasper County, Texas, where the political subdivision was located and the specific events transpired; therefore, the trial court abused its discretion, because it refused to transfer the case to a county of mandatory venue. *In re Kirbyville Consol. Indep. Sch. Dist.*, No. 09-19-00209-CV, 2019 Tex. App. LEXIS 6906 (Tex. App. Beaumont Aug. 8, 2019).

In an action for breach of a construction contract, the trial court's ruling on relator's motion to transfer venue could not be reviewed by mandamus because relator did not assert in its petition for writ of mandamus that the mandatory venue provisions under the civil practice and remedies code were at issue in the case. *In re Red Dot Bldg. Sys.*, No. 13-15-00608-CV, 2015 Tex. App. LEXIS 13003 (Tex. App. Corpus Christi Dec. 29, 2015), app. dismissed, No. 13-15-00620-CV, 2017 Tex. App. LEXIS 4278 (Tex. App. Corpus Christi May 11, 2017).

Civil Procedure: Venue: General Overview

Relators were not entitled to mandamus relief, because relators' motion to transfer venue did not reference the mandatory venue provision or otherwise invoke mandatory venue based on a major transaction. *In re Regal Energy L.L.C.*, No. 13-13-00351-CV, 2013 Tex. App. LEXIS 11779 (Tex. App. Corpus Christi Sept. 19, 2013).

Relators were not entitled to mandamus relief, because the appellate court would not address any issue pertaining to permissive venue in the original proceeding. *In re Regal Energy L.L.C.*, No. 13-13-00351-CV, 2013 Tex. App. LEXIS 11779 (Tex. App. Corpus Christi Sept. 19, 2013).

Nothing showed that an inmate brought his mandatory venue contention to the attention of the judge, plus the inmate had in place a timely appeal of the order dismissing his suit; by its enactment of Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, the Legislature did not replace resolution of venue issues on appeal, under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b), and under these circumstances, the inmate's invocation of Tex. Civ. Prac. & Rem. Code Ann. § 15.0642 added nothing of substance to his request for mandamus relief. *Johnson v. Riggs*, No. 07-12-0095-CV, No. 07-12-0139-CV, No. 07-12-0509-CV, 2013 Tex. App. LEXIS 3150 (Tex. App. Amarillo Mar. 22, 2013).

Where a trial judge's rulings on a builder's discovery motions and a homeowner's venue motion vacated the original trial judge's initial rulings, the owner's original petition for writ of mandamus was moot. Because the parties had presented no other issue that was proper for an appellate court to review by mandamus, the court declined to exercise its mandamus jurisdiction to review the trial judge's venue ruling. *In re Build by Owner, LLC*, No. 01-11-00513-CV, 2011 Tex. App. LEXIS 7976 (Tex. App. Houston 1st Dist. Oct. 6, 2011).

In a case arising from a home construction contract, a builder had not established that the case involved the extraordinary circumstances necessary to depart from the general rule that permissive venue determinations were not reviewable by mandamus where consent to the parties' purported Tex. R. Civ. P. 11 agreement did not exist at the time the trial court decided the issue because the homeowner had revoked any consent to the purported Rule 11 agreement before the trial judge ruled on his motion to transfer venue, and where the trial court could not have rendered an agreed decision on venue because the builder never attempted to enforce the Rule 11 agreement by

pursuing a separate breach of contract claim. In re Build by Owner, LLC, No. 01-11-00513-CV, 2011 Tex. App. LEXIS 7976 (Tex. App. Houston 1st Dist. Oct. 6, 2011).

Trial court erred in granting a motion to transfer venue filed by real parties' in interest in relators' action for fraud, breach of fiduciary duty, defamation and libel, intentional infliction of emotional distress, and invasion of privacy because the relief sought by relators was not purely or primarily injunctive; hence, relators were entitled to mandamus relief. In re Adan Volpe Props., 306 S.W.3d 369, 2010 Tex. App. LEXIS 1170 (Tex. App. Corpus Christi Feb. 12, 2010, no pet.).

Civil Procedure: Venue: Motions to Transfer

Trial court did not abuse its discretion by denying relator's motion to transfer venue under section 65.023(a), because the injunctive relief sought was ancillary to the real party's claims for monetary damages caused by relator's breach of employment agreement and misappropriation of trade secrets; the pleadings showed that the real party's claims for monetary damages for past violations were not mirror images of its claims for injunctive relief to prevent future violations of the employment agreement. Therefore, relator was not entitled to mandamus relief to enforce the venue provision. In re Ross, No. 05-18-01052-CV, 2018 Tex. App. LEXIS 10683 (Tex. App. Dallas Dec. 20, 2018).

Trial court did not abuse its discretion by denying relator's motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 65.023, because the injunctive relief sought was ancillary to the real party's claims for monetary damages caused by relator's breach of employment agreement and misappropriation of trade secrets; the pleadings showed that the real party's claims for monetary damages for past violations were not mirror images of its claims for injunctive relief to prevent future violations of the employment agreement. Therefore, relator was not entitled to mandamus relief to enforce the venue provision. In re Ross, No. 05-18-01052-CV, 2018 Tex. App. LEXIS 10683 (Tex. App. Dallas Dec. 20, 2018).

In a dispute arising out of a failed venture in which a developer sought title to three tracts of real property from investors, or alternatively compensation, the investors' motion to transfer venue to the county where the land was located under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 should have been granted. In re Wildcat Midstream Holdings II, LLC, No. 13-17-00522-CV, 2017 Tex. App. LEXIS 10747 (Tex. App. Corpus Christi Nov. 15, 2017).

Relators were not entitled to mandamus relief, because the trial court did not abuse its discretion in denying their motion to transfer venue of a dispute arising out of the sale of a company because the real parties did not consent in writing to venue in Harris County, Texas; the final document representing the agreement retained the Texas forum selection clause and remained silent as to venue. While the note placed venue in Harris County, the real parties' pleadings for declaratory judgment did not relate to the note which was timely paid. In re Energy Servs. Acquisitions II, No. 07-17-00252-CV, 2017 Tex. App. LEXIS 8626 (Tex. App. Amarillo Sept. 11, 2017).

In a suit filed against a trustee for breach of fiduciary duty and misappropriation of corporate funds, the trustee was entitled to mandamus relief because the trial court abused its discretion by denying the trustee's motion to transfer venue to the county where the trustee administered the trust from his business office. In re Green, 527 S.W.3d 277, 2016 Tex. App. LEXIS 12830 (Tex. App. El Paso Dec. 2, 2016, no pet.).

Where plaintiff sued a limited liability company (LLC) in Harris County under the Jones Act over injuries allegedly incurred in Louisiana inland waters, the LCC was not entitled to a writ of mandamus with respect to the trial court's denial of its motion to transfer venue to Montgomery County, because Tex. Civ. Prac. & Rem. Code Ann. § 15.0181(e)(2) allowed a plaintiff to establish venue in Harris County regardless of whether the defendant had a principal office in Texas located in a coastal county. In re DLS, L.L.C., 495 S.W.3d 313, 2016 Tex. App. LEXIS 4176 (Tex. App. Houston 14th Dist. Apr. 21, 2016, no pet.).

Court abused its discretion in denying the motion to transfer venue in the suit under the Jones Act because the documents the seaman submitted did not constitute competent venue evidence as they were not properly authenticated by attachment to or incorporation by reference in proper affidavits, and the employer provided prima facie proof sufficient to support its allegation that venue was mandatory in Harris County. *In re Atl. Sounding Co.*, No. 04-15-00407-CV, 2015 Tex. App. LEXIS 12449 (Tex. App. San Antonio Dec. 9, 2015).

Civil Procedure: Venue: Motions to Transfer: General Overview

Petitioner was entitled to mandamus relief, because the denial of the motion to transfer venue amounted to a clear abuse of discretion, when it was not necessary to decide whether it was one type of lease to the exclusion of the other since under any circumstance, mandatory venue was in Freestone County; if it was a mineral lease, Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applied, and if it was a true lease of real estate, Tex. Civ. Prac. & Rem. Code Ann. § 15.0115 applied. *In re Freestone Underground Storage, Inc.*, 429 S.W.3d 110, 2014 Tex. App. LEXIS 2870 (Tex. App. Texarkana Mar. 14, 2014, no pet.).

Mandamus relief was available under this section to enforce the mandatory-venue provision of Tex. Prop. Code Ann. § 115.002 where the trial court refused to transfer a case against a trustee to the county in which the trust was administered during the four years preceding the filing of the suit and the trustee resided. *In re Wheeler*, 441 S.W.3d 430, 2014 Tex. App. LEXIS 1065 (Tex. App. Waco Jan. 30, 2014, no pet.).

In a case involving a temporary restraining order, even though mandamus was an available remedy if the trial court failed to grant a motion to transfer venue pursuant to mandatory venue statutes, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, relator did not obtain a ruling from the trial court on its motion to transfer venue. *In re Sierra Club*, 420 S.W.3d 153, 2012 Tex. App. LEXIS 9739 (Tex. App. El Paso Nov. 28, 2012, no pet.).

When an arbitration hearing has already been held, venue is determined by Tex. Civ. Prac. & Rem. Code Ann. § 171.096(c), which mandates venue be in the same county where the arbitration hearing was held. Therefore, mandamus relief was conditionally granted without a showing of a lack of an adequate appellate remedy because a trial court failed to comply with a mandatory venue provision when it refused to transfer venue after an arbitration had already been held; the trial court erred by applying Tex. Civ. Prac. & Rem. Code Ann. § 171.096(b) instead of § 171.096(c). *In re Lopez*, 372 S.W.3d 174, 2012 Tex. LEXIS 466 (Tex. 2012).

Relator's petition seeking a writ of mandamus to order a trial court judge to vacate an order transferring venue of her underlying suit alleging that a decedent was killed in the course and scope of employment with the employer as a result of the employer's gross negligence to another county was denied because the type of extraordinary circumstances subjecting a trial court's venue procedure to review by mandamus were not present in relator's case; rather, a venue determination in a two-party suit, outside of suits affecting the parent-child relationship, amounted to an incidental trial ruling correctable by ordinary appeal. *In re Garrett*, No. 07-08-0182-CV, 2008 Tex. App. LEXIS 3786 (Tex. App. Amarillo May 23, 2008).

Mandamus was unavailable to compel a venue transfer under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 because the denial of the transfer was an incidental trial ruling as to which there was an adequate remedy by appeal, as contemplated by Tex. Civ. Prac. & Rem. Code Ann. § 15.064, and the exception in Tex. Civ. Prac. & Rem. Code Ann. § 15.0642 for mandatory venue provisions did not apply because the transfer was not sought under a mandatory provision. *In re Gibbs*, No. 13-08-00134-CV, 2008 Tex. App. LEXIS 2327 (Tex. App. Corpus Christi Apr. 1, 2008).

Mandamus jurisdiction was proper in a lessor's declaratory judgment action because the record was clear that the trial court's order denying the lessee's motion to transfer venue was a decision on the merits. *In re Applied Chem. Magnesias Corp.*, 206 S.W.3d 114, 168 Oil & Gas Rep. 48, 2006 Tex. LEXIS 804 (Tex. 2006), reh'g denied, No. 04-1119, 2006 Tex. LEXIS 1270 (Tex. Dec. 15, 2006).

Party whose motion for transfer was denied in the lower court obtained a conditional writ of mandamus from the appeals court where the lower court had erroneously held that their motion for transfer to a venue that was

mandatory was error. *KJ Eastwood Invs. v. Enlow*, 923 S.W.2d 255, 1996 Tex. App. LEXIS 2201 (Tex. App. Fort Worth May 30, 1996, no writ).

Civil Procedure: Venue: Multiparty Litigation

Trial court erred by denying the insurer's motion to transfer venue of an appeal of an award of attorney's fees to the insured's beneficiaries that was filed in Ector County, Texas, to Travis County, Texas, under Tex. Gov't Code Ann. § 2001.176 because the mandatory venue for such a petition was in Travis County; therefore, the insurer was entitled to mandamus relief under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642. *In re Hartford Underwriters Ins. Co.*, 168 S.W.3d 293, 2005 Tex. App. LEXIS 5124 (Tex. App. Eastland June 30, 2005, no pet.).

In a matter of first impression, the state supreme court held that Tex. Civ. Prac. & Rem. Code Ann. § 15.0642 allowed for an abuse of discretion standard of review in mandatory venue cases. *In re Continental Airlines, Inc.*, 988 S.W.2d 733, 1998 Tex. LEXIS 150 (Tex. 1998).

In an action on a contract where plaintiff sought an injunction against the defendant, the defendant was entitled to mandamus under Tex. Civ. Prac. and Rem. Code Ann. § 15.0642 transferring the action to the county of his residence pursuant to Tex. Civ. Prac. and Rem. Code Ann. 65.023. *Williams v. Alworth*, No. 09-97-011 CV, No. 09-97-00011 CV, 1997 Tex. App. LEXIS 1358 (Tex. App. Beaumont Mar. 20, 1997).

Civil Procedure: Venue: Special Venue

In a dispute arising out of a failed venture in which a developer sought title to three tracts of real property from investors, or alternatively compensation, the investors' motion to transfer venue to the county where the land was located under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 should have been granted. *In re Wildcat Midstream Holdings II, LLC*, No. 13-17-00522-CV, 2017 Tex. App. LEXIS 10747 (Tex. App. Corpus Christi Nov. 15, 2017).

When an executor sought a declaratory judgment that mineral interests under land devised to a county did not belong to the county, the county was entitled to a writ of mandamus requiring a judge to grant the county's motion to transfer venue to that county because (1) Tex. Civ. Prac. & Rem. Code Ann. § 15.015 required, without exception, that any action against a county be brought in that county, and (2) the declaratory judgment action was an action against the county, since the action was a judicial proceeding which, if pursued, could result in a judgment against the county. *In re San Jacinto County*, 416 S.W.3d 639, 2013 Tex. App. LEXIS 11844 (Tex. App. Houston 14th Dist. Sept. 19, 2013, no pet.).

Statutory probate court had exclusive jurisdiction over all claims related to a guardianship proceeding; thus, in a related declaratory action involving real property in another county, venue was not mandatory in the other county, and transferring the declaratory action to the guardianship proceeding was not an abuse of discretion *In re CC&M Garza Ranches Ltd. P'ship*, 409 S.W.3d 106, 2013 Tex. App. LEXIS 7958 (Tex. App. Houston 1st Dist. June 27, 2013, no pet.).

Mandamus relief was available because the trial court abused its discretion by failing to transfer a case governed by a mandatory venue statute; under such circumstances, there was no need to prove the lack of an adequate appellate remedy. *In re J.P. Morgan Chase Bank, N.A.*, 373 S.W.3d 610, 2012 Tex. App. LEXIS 2814 (Tex. App. San Antonio Apr. 11, 2012, no pet.).

In a dispute involving a lease of mineral interests owned by a trust, the county in which real party in interest lessee brought suit was the county of mandatory venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 where the real estate assets and mineral interests at issue were located in that county, and where the venue provisions of Tex. Prop. Code Ann. §§ 115.001, 115.002(c) were inapplicable to the dispute because real party's causes of action

against relator lessors for trespass to try title, fraud, fraud in a real estate transaction, negligent misrepresentation, tortious interference, civil conspiracy, and specific performance were not enumerated in § 115.001(a) and did not fall within its scope. Because the underlying lawsuit did not fall within the scope of § 115.001, or by extension, the mandatory venue provision of § 115.002, relators were not entitled to mandamus relief from the trial court's refusal to grant their motion to transfer venue. *In re J.P. Morgan Chase Bank, N.A.*, 361 S.W.3d 703, 2011 Tex. App. LEXIS 9601 (Tex. App. Corpus Christi Dec. 5, 2011, no pet.).

Asset purchase agreement providing for exclusive jurisdiction and venue in either Tarrant County or the United States District Court for the Northern District of Texas and involving more than one million dollars allowed the sellers to enforce mandatory venue in Tarrant County under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(a), (b), by way of mandamus as provided in Tex. Civ. Prac. & Rem. Code Ann. § 15.0642; the buyers' permissive venue choice under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 had to yield to mandatory venue under § 15.020 because joinder was proper within the meaning of Tex. Civ. Prac. & Rem. Code Ann. §§ 15.003, 15.004, 15.005. *In re R.R. Repair & Maint., Inc.*, No. 05-09-01035-CV, 2009 Tex. App. LEXIS 8404 (Tex. App. Dallas Nov. 2, 2009).

Mandamus relief was conditionally granted to a creditor because a motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 should have been granted where a debtor filed a claim alleging wrongful foreclosure, breach of contract, fraud, and deceptive trade practices; the dispute was essentially over the rightful ownership of land in Travis County, Texas, so the suit had to be brought there. *In re Wells Fargo Home Mortg.*, No. 13-09-00317-CV, 2009 Tex. App. LEXIS 6859 (Tex. App. Corpus Christi Aug. 28, 2009).

Chapter 15 of the civil practice and remedies code includes a mandatory venue provision for an action governed by any other statute prescribing mandatory venue, Tex. Civ. Prac. & Rem. Code Ann. § 15.016, and Tex. Lab. Code Ann. § 410.252(b) prescribes mandatory venue in worker's compensation cases. Therefore, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, a party may, but need not, apply for a writ of mandamus to enforce § 410.252(b). *Campos v. Tex. Prop. & Cas. Ins. Guar. Ass'n*, 282 S.W.3d 226, 2009 Tex. App. LEXIS 2060 (Tex. App. Austin Mar. 26, 2009, no pet.).

Court of Appeals of Texas, Third District, Austin, declines to hold that mandamus is the exclusive remedy to enforce the venue provision in Tex. Lab. Code Ann. § 410.252 because Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, by its plain terms, does not impose such a limitation. Therefore, there was no waiver of a trial court's venue determination in a workers' compensation case involving the Texas Property and Casualty Insurance Guaranty Association where a benefits claimant failed to seek mandamus relief. *Campos v. Tex. Prop. & Cas. Ins. Guar. Ass'n*, 282 S.W.3d 226, 2009 Tex. App. LEXIS 2060 (Tex. App. Austin Mar. 26, 2009, no pet.).

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, mandamus was proper to require a trial judge to transfer venue of a suit seeking in part to impose a constructive trust on real property to the county where the real property lay under the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.011. The mandatory venue provision controlled over the general venue provision, Tex. Civ. Prac. & Rem. Code Ann. § 15.002, as required by Tex. Civ. Prac. & Rem. Code Ann. § 15.004. *In re Lemons*, 281 S.W.3d 643, 2009 Tex. App. LEXIS 1574 (Tex. App. Tyler Mar. 4, 2009), dismissed, No. 12-08-00419-CV, 2009 Tex. App. LEXIS 1740 (Tex. App. Tyler Mar. 11, 2009).

Petition for a writ of mandamus was conditionally granted in a case alleging breach of contract and fraud because a motion to transfer venue should have been granted since Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applied; even though the suit dealt with a contract, it was seeking relief for damages to real property relating a surface use lease. *In re Momentum Energy Corp.*, No. 13-07-00013-CV, 2007 Tex. App. LEXIS 2460 (Tex. App. Corpus Christi Mar. 23, 2007), reh'g denied, No. 13-07-013-CV, 2007 Tex. App. LEXIS 4597 (Tex. App. Corpus Christi Apr. 19, 2007).

Civil Procedure: Alternative Dispute Resolution: Judicial Review

When an arbitration hearing has already been held, venue is determined by Tex. Civ. Prac. & Rem. Code Ann. § 171.096(c), which mandates venue be in the same county where the arbitration hearing was held. Therefore, mandamus relief was conditionally granted without a showing of a lack of an adequate appellate remedy because a trial court failed to comply with a mandatory venue provision when it refused to transfer venue after an arbitration had already been held; the trial court erred by applying Tex. Civ. Prac. & Rem. Code Ann. § 171.096(b) instead of § 171.096(c). In re Lopez, 372 S.W.3d 174, 2012 Tex. LEXIS 466 (Tex. 2012).

Civil Procedure: Remedies: Writs: General Overview

Trial court erred by denying the insurer's motion to transfer venue of an appeal of an award of attorney's fees to the insured's beneficiaries that was filed in Ector County, Texas, to Travis County, Texas, under Tex. Gov't Code Ann. § 2001.176 because the mandatory venue for such a petition was in Travis County; therefore, the insurer was entitled to mandamus relief under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642. In re Hartford Underwriters Ins. Co., 168 S.W.3d 293, 2005 Tex. App. LEXIS 5124 (Tex. App. Eastland June 30, 2005, no pet.).

Texas Association of School Boards Risk Management Fund, which provided vehicle and general liability coverage, and its servicing contractor were denied mandamus relief on their petition to have a suit against them by a school district transferred from one county to another based on a contractual choice of venue provision in the parties' risk coverage agreement where the mandatory venue provision in Tex. Civ. Prac. & Rem. Code Ann. § 15.020 was inapplicable because the coverage agreement was not a major transaction. The Fund agreed to provide more than \$17 million in risk coverage while the district agreed to pay what was in essence a premium of \$41,973, which was the value the parties assigned to the risks the Fund assumed, and thus, the aggregate stated value of the consideration for the coverage agreement was the amount of the contribution specified in the agreement for assumption of the risk of loss from the enumerated perils, not the coverage limits. In re Tex. Ass'n of Sch. Bds., Inc., 169 S.W.3d 653, 2005 Tex. LEXIS 388 (Tex. 2005), reh'g denied, No. 03-1151, 2005 Tex. LEXIS 713 (Tex. Sept. 16, 2005).

Relators' writ of mandamus was conditionally granted directing the trial court to sustain relators' motion to transfer second case from Jefferson County to Harris County when the trial court did not have the discretion to make a new judicial determination of venue, because once the Orange County Court ruled on claimants' motion to transfer venue in first case and transferred the case from Orange County to Harris County, Tex. R. Civ. P. 87.5 precluded any rehearing of that ruling on the trial court level and the ruling could be challenged on appeal following trial on the merits. In re Shell Oil Co., 128 S.W.3d 694, 2004 Tex. App. LEXIS 585 (Tex. App. Beaumont Jan. 22, 2004, no pet.).

Appellate court had to deny the aggrieved party's petition for writ of mandamus where the appellate court could not determine whether the trial court abused its discretion given the fact that the aggrieved party did not provide the appellate court with a record in support of his petition and did not show that he had called to the trial court's attention two motions he believed the trial court should have ruled on. In re Hearn, No. 04-03-00602-CV, 2003 Tex. App. LEXIS 7414 (Tex. App. San Antonio Aug. 29, 2003).

Trial court clearly abused its discretion where it declined to grant the investment representative and investment firm's motion to compel arbitration, as the trial court had a clear legal duty to do so; no dispute existed that the arbitration agreements existed or that the two investors and corporation, who were suing the investment representative and investment firm for fraud and negligence regarding the handling of two investment accounts, had signed disclosure agreements that stated that they agreed to determine all controversies arising between the parties through arbitration, and, thus, the investment representative and investment firm's petition for writ of mandamus was conditionally granted. In re Whitfield, 115 S.W.3d 753, 2003 Tex. App. LEXIS 7468 (Tex. App. Beaumont Aug. 28, 2003, no pet.).

Trial court did not abuse its discretion by issuing the discovery order that denied the aggrieved party's motion for protective order, compelled the production of certain records, and directed that records be reviewed in camera to determine whether they were privileged; thus, the aggrieved party's petition for writ of mandamus had to be denied,

especially since a mandamus proceeding was premature with respect to the documents being reviewed by the trial court in camera where the trial court had not made any further orders with respect to them. In re Martinez, No. 08-03-00361-CV, 2003 Tex. App. LEXIS 7434 (Tex. App. El Paso Aug. 28, 2003).

Pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, the trial court had jurisdiction over the mandamus proceeding because the attorney sought to enforce the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.012. O'Quinn v. Hall, 77 S.W.3d 452, 2002 Tex. App. LEXIS 3549 (Tex. App. Corpus Christi May 17, 2002, no pet.).

In an action on a contract where plaintiff sought an injunction against the defendant, the defendant was entitled to mandamus under Tex. Civ. Prac. and Rem. Code Ann. § 15.0642 transferring the action to the county of his residence pursuant to Tex. Civ. Prac. and Rem. Code Ann. 65.023. Williams v. Alworth, No. 09-97-011 CV, No. 09-97-00011 CV, 1997 Tex. App. LEXIS 1358 (Tex. App. Beaumont Mar. 20, 1997).

Party whose motion for transfer was denied in the lower court obtained a conditional writ of mandamus from the appeals court where the lower court had erroneously held that their motion for transfer to a venue that was mandatory was error. KJ Eastwood Invs. v. Enlow, 923 S.W.2d 255, 1996 Tex. App. LEXIS 2201 (Tex. App. Fort Worth May 30, 1996, no writ).

Civil Procedure: Remedies: Writs: Common Law Writs: Mandamus

Relator was entitled to mandamus relief to enforce a mandatory venue statute, because venue in a wrongful death case filed against a school district was proper in Jasper County, Texas, where the political subdivision was located and the specific events transpired; therefore, the trial court abused its discretion, because it refused to transfer the case to a county of mandatory venue. In re Kirbyville Consol. Indep. Sch. Dist., No. 09-19-00209-CV, 2019 Tex. App. LEXIS 6906 (Tex. App. Beaumont Aug. 8, 2019).

Trial court did not abuse its discretion by denying relator's motion to transfer venue under section 65.023(a), because the injunctive relief sought was ancillary to the real party's claims for monetary damages caused by relator's breach of employment agreement and misappropriation of trade secrets; the pleadings showed that the real party's claims for monetary damages for past violations were not mirror images of its claims for injunctive relief to prevent future violations of the employment agreement. Therefore, relator was not entitled to mandamus relief to enforce the venue provision. In re Ross, No. 05-18-01052-CV, 2018 Tex. App. LEXIS 10683 (Tex. App. Dallas Dec. 20, 2018).

Trial court did not abuse its discretion by denying relator's motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 65.023, because the injunctive relief sought was ancillary to the real party's claims for monetary damages caused by relator's breach of employment agreement and misappropriation of trade secrets; the pleadings showed that the real party's claims for monetary damages for past violations were not mirror images of its claims for injunctive relief to prevent future violations of the employment agreement. Therefore, relator was not entitled to mandamus relief to enforce the venue provision. In re Ross, No. 05-18-01052-CV, 2018 Tex. App. LEXIS 10683 (Tex. App. Dallas Dec. 20, 2018).

Relators were not entitled to mandamus relief, because the trial court did not abuse its discretion in denying their motion to transfer venue of a dispute arising out of the sale of a company because the real parties did not consent in writing to venue in Harris County, Texas; the final document representing the agreement retained the Texas forum selection clause and remained silent as to venue. While the note placed venue in Harris County, the real parties' pleadings for declaratory judgment did not relate to the note which was timely paid. In re Energy Servs. Acquisitions II, No. 07-17-00252-CV, 2017 Tex. App. LEXIS 8626 (Tex. App. Amarillo Sept. 11, 2017).

Trial court did not abuse its discretion on denying the debtor's motion to transfer venue of the probate proceeding, and her petition for writ of mandamus was properly denied; the debtor's counterclaim was not a "claim" and she lacked standing. In re Davidson, 485 S.W.3d 927, 2016 Tex. App. LEXIS 3512 (Tex. App. Tyler Apr. 6, 2016, no pet.).

In an action for breach of a construction contract, the trial court's ruling on relator's motion to transfer venue could not be reviewed by mandamus because relator did not assert in its petition for writ of mandamus that the mandatory venue provisions under the civil practice and remedies code were at issue in the case. *In re Red Dot Bldg. Sys.*, No. 13-15-00608-CV, 2015 Tex. App. LEXIS 13003 (Tex. App. Corpus Christi Dec. 29, 2015), app. dismissed, No. 13-15-00620-CV, 2017 Tex. App. LEXIS 4278 (Tex. App. Corpus Christi May 11, 2017).

Relator was not entitled to a writ of mandamus; there was no abuse of discretion by the district court in denying the motion to abate because the first-filed justice court suit in Harris County, based on the jurisdictional limitations of that court, could not properly be amended to pursue the claim asserted in the Collin County district court suit, and the prospect of the justice court transferring the case to another court remained hypothetical and dependent on the discretion of two courts. *In re King*, 478 S.W.3d 930, 2015 Tex. App. LEXIS 10924 (Tex. App. Dallas Oct. 22, 2015, no pet.).

Petitioner was entitled to mandamus relief, because the denial of the motion to transfer venue amounted to a clear abuse of discretion, when it was not necessary to decide whether it was one type of lease to the exclusion of the other since under any circumstance, mandatory venue was in Freestone County; if it was a mineral lease, Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applied, and if it was a true lease of real estate, Tex. Civ. Prac. & Rem. Code Ann. § 15.0115 applied. *In re Freestone Underground Storage, Inc.*, 429 S.W.3d 110, 2014 Tex. App. LEXIS 2870 (Tex. App. Texarkana Mar. 14, 2014, no pet.).

Mandamus relief was available under this section to enforce the mandatory-venue provision of Tex. Prop. Code Ann. § 115.002 where the trial court refused to transfer a case against a trustee to the county in which the trust was administered during the four years preceding the filing of the suit and the trustee resided. *In re Wheeler*, 441 S.W.3d 430, 2014 Tex. App. LEXIS 1065 (Tex. App. Waco Jan. 30, 2014, no pet.).

Relators were not entitled to mandamus relief, because relators' motion to transfer venue did not reference the mandatory venue provision or otherwise invoke mandatory venue based on a major transaction. *In re Regal Energy L.L.C.*, No. 13-13-00351-CV, 2013 Tex. App. LEXIS 11779 (Tex. App. Corpus Christi Sept. 19, 2013).

Relators were not entitled to mandamus relief, because the appellate court would not address any issue pertaining to permissive venue in the original proceeding. *In re Regal Energy L.L.C.*, No. 13-13-00351-CV, 2013 Tex. App. LEXIS 11779 (Tex. App. Corpus Christi Sept. 19, 2013).

Nothing showed that an inmate brought his mandatory venue contention to the attention of the judge, plus the inmate had in place a timely appeal of the order dismissing his suit; by its enactment of Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, the Legislature did not replace resolution of venue issues on appeal, under Tex. Civ. Prac. & Rem. Code Ann. § 15.064(b), and under these circumstances, the inmate's invocation of Tex. Civ. Prac. & Rem. Code Ann. § 15.0642 added nothing of substance to his request for mandamus relief. *Johnson v. Riggs*, No. 07-12-0095-CV, No. 07-12-0139-CV, No. 07-12-0509-CV, 2013 Tex. App. LEXIS 3150 (Tex. App. Amarillo Mar. 22, 2013).

In a case involving a temporary restraining order, even though mandamus was an available remedy if the trial court failed to grant a motion to transfer venue pursuant to mandatory venue statutes, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, relator did not obtain a ruling from the trial court on its motion to transfer venue. *In re Sierra Club*, 420 S.W.3d 153, 2012 Tex. App. LEXIS 9739 (Tex. App. El Paso Nov. 28, 2012, no pet.).

Although Tex. Prop. Code Ann. § 115.002 is found outside Tex. Civ. Prac. & Rem. Code Ann. ch. 15, it is still a mandatory venue provision for which mandamus relief is available to enforce the provision. *In re J.P. Morgan Chase Bank, N.A.*, 373 S.W.3d 615, 2012 Tex. App. LEXIS 2815 (Tex. App. San Antonio Apr. 11, 2012, no pet.).

Company sued a corporate trustee, and based on the plain language of Tex. Prop. Code Ann. § 115.001, any proceeding brought against a trustee falls within § 115.001, such that § 115.001 and Tex. Prop. Code Ann. § 115.002 were applicable and the trial court abused its discretion in failing to transfer the case, which made mandamus relief under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642 proper. *In re J.P. Morgan Chase Bank, N.A.*, 373 S.W.3d 615, 2012 Tex. App. LEXIS 2815 (Tex. App. San Antonio Apr. 11, 2012, no pet.).

Mandamus relief was available because the trial court abused its discretion by failing to transfer a case governed by a mandatory venue statute; under such circumstances, there was no need to prove the lack of an adequate appellate remedy. In re J.P. Morgan Chase Bank, N.A., 373 S.W.3d 610, 2012 Tex. App. LEXIS 2814 (Tex. App. San Antonio Apr. 11, 2012, no pet.).

Company was entitled to a writ of mandamus, because the court's denial of the motion to transfer venue was an abuse of discretion, when the suit was one that involved an interest in real property and fell within Tex. Civ. Prac. & Rem. Code Ann. § 15.011's mandatory venue provision. In re Evolution Petroleum Co., 359 S.W.3d 710, 2011 Tex. App. LEXIS 9579 (Tex. App. San Antonio Dec. 7, 2011, no pet.).

In a dispute involving a lease of mineral interests owned by a trust, the county in which real party in interest lessee brought suit was the county of mandatory venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 where the real estate assets and mineral interests at issue were located in that county, and where the venue provisions of Tex. Prop. Code Ann. §§ 115.001, 115.002(c) were inapplicable to the dispute because real party's causes of action against relator lessors for trespass to try title, fraud, fraud in a real estate transaction, negligent misrepresentation, tortious interference, civil conspiracy, and specific performance were not enumerated in § 115.001(a) and did not fall within its scope. Because the underlying lawsuit did not fall within the scope of § 115.001, or by extension, the mandatory venue provision of § 115.002, relators were not entitled to mandamus relief from the trial court's refusal to grant their motion to transfer venue. In re J.P. Morgan Chase Bank, N.A., 361 S.W.3d 703, 2011 Tex. App. LEXIS 9601 (Tex. App. Corpus Christi Dec. 5, 2011, no pet.).

Where a trial judge's rulings on a builder's discovery motions and a homeowner's venue motion vacated the original trial judge's initial rulings, the owner's original petition for writ of mandamus was moot. Because the parties had presented no other issue that was proper for an appellate court to review by mandamus, the court declined to exercise its mandamus jurisdiction to review the trial judge's venue ruling. In re Build by Owner, LLC, No. 01-11-00513-CV, 2011 Tex. App. LEXIS 7976 (Tex. App. Houston 1st Dist. Oct. 6, 2011).

In a case arising from a home construction contract, a builder had not established that the case involved the extraordinary circumstances necessary to depart from the general rule that permissive venue determinations were not reviewable by mandamus where consent to the parties' purported Tex. R. Civ. P. 11 agreement did not exist at the time the trial court decided the issue because the homeowner had revoked any consent to the purported Rule 11 agreement before the trial judge ruled on his motion to transfer venue, and where the trial court could not have rendered an agreed decision on venue because the builder never attempted to enforce the Rule 11 agreement by pursuing a separate breach of contract claim. In re Build by Owner, LLC, No. 01-11-00513-CV, 2011 Tex. App. LEXIS 7976 (Tex. App. Houston 1st Dist. Oct. 6, 2011).

Trial court erred in granting a motion to transfer venue filed by real parties' in interest in relators' action for fraud, breach of fiduciary duty, defamation and libel, intentional infliction of emotional distress, and invasion of privacy because the relief sought by relators was not purely or primarily injunctive; hence, relators were entitled to mandamus relief. In re Adan Volpe Props., 306 S.W.3d 369, 2010 Tex. App. LEXIS 1170 (Tex. App. Corpus Christi Feb. 12, 2010, no pet.).

Asset purchase agreement providing for exclusive jurisdiction and venue in either Tarrant County or the United States District Court for the Northern District of Texas and involving more than one million dollars allowed the sellers to enforce mandatory venue in Tarrant County under Tex. Civ. Prac. & Rem. Code Ann. § 15.020(a), (b), by way of mandamus as provided in Tex. Civ. Prac. & Rem. Code Ann. § 15.0642; the buyers' permissive venue choice under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 had to yield to mandatory venue under § 15.020 because joinder was proper within the meaning of Tex. Civ. Prac. & Rem. Code Ann. §§ 15.003, 15.004, 15.005. In re R.R. Repair & Maint., Inc., No. 05-09-01035-CV, 2009 Tex. App. LEXIS 8404 (Tex. App. Dallas Nov. 2, 2009).

Mandamus relief was conditionally granted to a creditor because a motion to transfer venue under Tex. Civ. Prac. & Rem. Code Ann. § 15.011 should have been granted where a debtor filed a claim alleging wrongful foreclosure, breach of contract, fraud, and deceptive trade practices; the dispute was essentially over the rightful ownership of

land in Travis County, Texas, so the suit had to be brought there. In re Wells Fargo Home Mortg., No. 13-09-00317-CV, 2009 Tex. App. LEXIS 6859 (Tex. App. Corpus Christi Aug. 28, 2009).

Transfer to another county was improperly denied under Tex. Fam. Code Ann. § 155.201(b) because an attorney's action to enforce the payment of fees previously awarded constituted a suit affecting the parent-child relationship, and a father offered proof that a child had lived in one county for more than six months before the proceeding was filed. The failure to transfer was an abuse of discretion, and mandamus was the appropriate remedy. In re Silverman, No. 03-09-00074-CV, 2009 Tex. App. LEXIS 2854 (Tex. App. Austin Apr. 24, 2009).

Court of Appeals of Texas, Third District, Austin, declines to hold that mandamus is the exclusive remedy to enforce the venue provision in Tex. Lab. Code Ann. § 410.252 because Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, by its plain terms, does not impose such a limitation. Therefore, there was no waiver of a trial court's venue determination in a workers' compensation case involving the Texas Property and Casualty Insurance Guaranty Association where a benefits claimant failed to seek mandamus relief. Campos v. Tex. Prop. & Cas. Ins. Guar. Ass'n, 282 S.W.3d 226, 2009 Tex. App. LEXIS 2060 (Tex. App. Austin Mar. 26, 2009, no pet.).

Chapter 15 of the civil practice and remedies code includes a mandatory venue provision for an action governed by any other statute prescribing mandatory venue, Tex. Civ. Prac. & Rem. Code Ann. § 15.016, and Tex. Lab. Code Ann. § 410.252(b) prescribes mandatory venue in worker's compensation cases. Therefore, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, a party may, but need not, apply for a writ of mandamus to enforce § 410.252(b). Campos v. Tex. Prop. & Cas. Ins. Guar. Ass'n for Reliance Nat'l Ins. Co., No. 03-06-00631-CV, 2008 Tex. App. LEXIS 7483 (Tex. App. Austin Aug. 28, 2008), op. withdrawn, sub. op., 282 S.W.3d 226, 2009 Tex. App. LEXIS 2060 (Tex. App. Austin Mar. 26, 2009).

Relator's petition seeking a writ of mandamus to order a trial court judge to vacate an order transferring venue of her underlying suit alleging that a decedent was killed in the course and scope of employment with the employer as a result of the employer's gross negligence to another county was denied because the type of extraordinary circumstances subjecting a trial court's venue procedure to review by mandamus were not present in relator's case; rather, a venue determination in a two-party suit, outside of suits affecting the parent-child relationship, amounted to an incidental trial ruling correctable by ordinary appeal. In re Garrett, No. 07-08-0182-CV, 2008 Tex. App. LEXIS 3786 (Tex. App. Amarillo May 23, 2008).

Mandamus was unavailable to compel a venue transfer under Tex. Civ. Prac. & Rem. Code Ann. § 15.002 because the denial of the transfer was an incidental trial ruling as to which there was an adequate remedy by appeal, as contemplated by Tex. Civ. Prac. & Rem. Code Ann. § 15.064, and the exception in Tex. Civ. Prac. & Rem. Code Ann. § 15.0642 for mandatory venue provisions did not apply because the transfer was not sought under a mandatory provision. In re Gibbs, No. 13-08-00134-CV, 2008 Tex. App. LEXIS 2327 (Tex. App. Corpus Christi Apr. 1, 2008).

Mandamus relief was conditionally granted because a transfer of venue was appropriate where the evidence showed that a decedent had a fixed residence in Travis County, Texas, at the time of her death, despite using a commercial address in Tom Green County, Texas, for purposes of mailing, a driver's license, and a voter registration; the decedent slept, gardened, entertained guests, stored her personal possessions, and generally conducted day-to-day activities in Travis County; further, the decedent's son did not waive his venue challenge because an admission that the decedent was domiciled in Tom Green County did not amount to a judicial admission or constitute judicial estoppel. In re Graham, 251 S.W.3d 844, 2008 Tex. App. LEXIS 2243 (Tex. App. Austin Mar. 28, 2008, no pet.).

Because there was no substantial authority for the proposition that an order admitting a will to probate was a "final decree" for purposes of Tex. Prob. Code Ann. § 8(c)(1), it did not preclude a motion to transfer venue; therefore, a petition for a writ of mandamus was conditionally granted. In re Graham, 251 S.W.3d 844, 2008 Tex. App. LEXIS 2243 (Tex. App. Austin Mar. 28, 2008, no pet.).

Because a son's motion to transfer venue sought a transfer of an entire probate proceeding, it was not a collateral attack, but a direct challenge to the venue determination in an order admitting the will to probate; therefore,

mandamus relief was conditionally granted because the transfer was appropriate. In re Graham, 251 S.W.3d 844, 2008 Tex. App. LEXIS 2243 (Tex. App. Austin Mar. 28, 2008, no pet.).

Transfer of venue was appropriate because a son was seeking a transfer of an entire probate case, and not just a portion of the case dealing with a relative's attempt to rescind a disclaimer; therefore, a petition for a writ of mandamus was conditionally granted where a transfer was denied. In re Graham, 251 S.W.3d 844, 2008 Tex. App. LEXIS 2243 (Tex. App. Austin Mar. 28, 2008, no pet.).

Petition for a writ of mandamus was conditionally granted in a case alleging breach of contract and fraud because a motion to transfer venue should have been granted since Tex. Civ. Prac. & Rem. Code Ann. § 15.011 applied; even though the suit dealt with a contract, it was seeking relief for damages to real property relating a surface use lease. In re Momentum Energy Corp., No. 13-07-00013-CV, 2007 Tex. App. LEXIS 2460 (Tex. App. Corpus Christi Mar. 23, 2007), reh'g denied, No. 13-07-013-CV, 2007 Tex. App. LEXIS 4597 (Tex. App. Corpus Christi Apr. 19, 2007).

Because a complaint alleging premises or special defect as to a roadway and bridge did not allege that inspection and maintenance activities were actively ongoing at the time of the accident, venue could not be maintained pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.016, outside the county where the accident occurred; moreover, allegations of injury by traffic control device under Tex. Civ. Prac. & Rem. Code Ann. § 101.060 did not comprise a cause of action separate and apart from premises defect, and joint enterprise allegations likewise did not change the nature of the claims, so mandamus relief requiring a change of venue was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642. In re Tex. DOT, 218 S.W.3d 74, 2007 Tex. LEXIS 206 (Tex. 2007).

Trial court did not abuse its discretion by denying the motion to transfer venue filed by Galveston County, Texas, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.015, because Tex. Civ. Prac. & Rem. Code Ann. § 15.015 and Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a) applied to different circumstances and when a third-party defendant was involved, Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a) dictated that venue was established by the main action; the only expressed requirement under Tex. Civ. Prac. & Rem. Code Ann. § 15.062(a) was that the third-party claim be "properly joined," which was not contested. In re County of Galveston, 211 S.W.3d 879, 2006 Tex. App. LEXIS 10881 (Tex. App. Houston 14th Dist. Dec. 21, 2006, no pet.).

Mandamus jurisdiction was proper in a lessor's declaratory judgment action because the record was clear that the trial court's order denying the lessee's motion to transfer venue was a decision on the merits. In re Applied Chem. Magnesias Corp., 206 S.W.3d 114, 168 Oil & Gas Rep. 48, 2006 Tex. LEXIS 804 (Tex. 2006), reh'g denied, No. 04-1119, 2006 Tex. LEXIS 1270 (Tex. Dec. 15, 2006).

Conditional writ of mandamus was granted under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642 because the trial court abused its discretion in finding that a surgeon's complaint against a hospital for breach of contract and slander did not support a slander claim, and transferring venue on that basis to the county where the contract was to be performed because the surgeon properly pled a slander claim against the hospital in that it told the surgeon's patients and colleagues that the surgeon had not left any contact information when the surgeon in fact did leave contact information; because Tex. Civ. Prac. & Rem. Code Ann. § 15.017 was a mandatory venue statute, the claim was properly filed in the surgeon's county of residence and under Tex. R. Civ. P. 87(3)(a), the surgeon was not required to support the cause of action by prima facie proof. In re Jennings, 203 S.W.3d 32, 2006 Tex. App. LEXIS 5127 (Tex. App. San Antonio June 14, 2006, no pet.).

Civil Procedure: Appeals: Standards of Review: Abuse of Discretion

In a matter of first impression, the state supreme court held that Tex. Civ. Prac. & Rem. Code Ann. § 15.0642 allowed for an abuse of discretion standard of review in mandatory venue cases. In re Continental Airlines, Inc., 988 S.W.2d 733, 1998 Tex. LEXIS 150 (Tex. 1998).

Contracts Law: Contract Conditions & Provisions: Forum Selection Clauses

Texas Association of School Boards Risk Management Fund, which provided vehicle and general liability coverage, and its servicing contractor were denied mandamus relief on their petition to have a suit against them by a school district transferred from one county to another based on a contractual choice of venue provision in the parties' risk coverage agreement where the mandatory venue provision in Tex. Civ. Prac. & Rem. Code Ann. § 15.020 was inapplicable because the coverage agreement was not a major transaction. The Fund agreed to provide more than \$17 million in risk coverage while the district agreed to pay what was in essence a premium of \$41,973, which was the value the parties assigned to the risks the Fund assumed, and thus, the aggregate stated value of the consideration for the coverage agreement was the amount of the contribution specified in the agreement for assumption of the risk of loss from the enumerated perils, not the coverage limits. In re Tex. Ass'n of Sch. Bds., Inc., 169 S.W.3d 653, 2005 Tex. LEXIS 388 (Tex. 2005), reh'g denied, No. 03-1151, 2005 Tex. LEXIS 713 (Tex. Sept. 16, 2005).

Estate, Gift & Trust Law: Probate: Procedures in Probate: Jurisdiction & Venue

Trial court did not abuse its discretion on denying the debtor's motion to transfer venue of the probate proceeding, and her petition for writ of mandamus was properly denied; the debtor's counterclaim was not a "claim" and she lacked standing. In re Davidson, 485 S.W.3d 927, 2016 Tex. App. LEXIS 3512 (Tex. App. Tyler Apr. 6, 2016, no pet.).

Estate, Gift & Trust Law: Probate: Procedures in Probate: Jurisdiction & Venue: General Overview

Mandamus relief was conditionally granted because a transfer of venue was appropriate where the evidence showed that a decedent had a fixed residence in Travis County, Texas, at the time of her death, despite using a commercial address in Tom Green County, Texas, for purposes of mailing, a driver's license, and a voter registration; the decedent slept, gardened, entertained guests, stored her personal possessions, and generally conducted day-to-day activities in Travis County; further, the decedent's son did not waive his venue challenge because an admission that the decedent was domiciled in Tom Green County did not amount to a judicial admission or constitute judicial estoppel. In re Graham, 251 S.W.3d 844, 2008 Tex. App. LEXIS 2243 (Tex. App. Austin Mar. 28, 2008, no pet.).

Because there was no substantial authority for the proposition that an order admitting a will to probate was a "final decree" for purposes of Tex. Prob. Code Ann. § 8(c)(1), it did not preclude a motion to transfer venue; therefore, a petition for a writ of mandamus was conditionally granted. In re Graham, 251 S.W.3d 844, 2008 Tex. App. LEXIS 2243 (Tex. App. Austin Mar. 28, 2008, no pet.).

Because a son's motion to transfer venue sought a transfer of an entire probate proceeding, it was not a collateral attack, but a direct challenge to the venue determination in an order admitting the will to probate; therefore, mandamus relief was conditionally granted because the transfer was appropriate. In re Graham, 251 S.W.3d 844, 2008 Tex. App. LEXIS 2243 (Tex. App. Austin Mar. 28, 2008, no pet.).

Transfer of venue was appropriate because a son was seeking a transfer of an entire probate case, and not just a portion of the case dealing with a relative's attempt to rescind a disclaimer; therefore, a petition for a writ of mandamus was conditionally granted where a transfer was denied. In re Graham, 251 S.W.3d 844, 2008 Tex. App. LEXIS 2243 (Tex. App. Austin Mar. 28, 2008, no pet.).

Estate, Gift & Trust Law: Trusts: Administration

In a suit filed against a trustee for breach of fiduciary duty and misappropriation of corporate funds, the trustee was entitled to mandamus relief because the trial court abused its discretion by denying the trustee's motion to transfer

venue to the county where the trustee administered the trust from his business office. In re Green, 527 S.W.3d 277, 2016 Tex. App. LEXIS 12830 (Tex. App. El Paso Dec. 2, 2016, no pet.).

Family Law: Child Custody: Venue

Transfer to another county was improperly denied under Tex. Fam. Code Ann. § 155.201(b) because an attorney's action to enforce the payment of fees previously awarded constituted a suit affecting the parent-child relationship, and a father offered proof that a child had lived in one county for more than six months before the proceeding was filed. The failure to transfer was an abuse of discretion, and mandamus was the appropriate remedy. In re Silverman, No. 03-09-00074-CV, 2009 Tex. App. LEXIS 2854 (Tex. App. Austin Apr. 24, 2009).

Governments: Local Governments: Claims By & Against

When an executor sought a declaratory judgment that mineral interests under land devised to a county did not belong to the county, the county was entitled to a writ of mandamus requiring a judge to grant the county's motion to transfer venue to that county because (1) Tex. Civ. Prac. & Rem. Code Ann. § 15.015 required, without exception, that any action against a county be brought in that county, and (2) the declaratory judgment action was an action against the county, since the action was a judicial proceeding which, if pursued, could result in a judgment against the county. In re San Jacinto County, 416 S.W.3d 639, 2013 Tex. App. LEXIS 11844 (Tex. App. Houston 14th Dist. Sept. 19, 2013, no pet.).

Insurance Law: Claims & Contracts: Contract Formation

Texas Association of School Boards Risk Management Fund, which provided vehicle and general liability coverage, and its servicing contractor were denied mandamus relief on their petition to have a suit against them by a school district transferred from one county to another based on a contractual choice of venue provision in the parties' risk coverage agreement where the mandatory venue provision in Tex. Civ. Prac. & Rem. Code Ann. § 15.020 was inapplicable because the coverage agreement was not a major transaction. The Fund agreed to provide more than \$17 million in risk coverage while the district agreed to pay what was in essence a premium of \$41,973, which was the value the parties assigned to the risks the Fund assumed, and thus, the aggregate stated value of the consideration for the coverage agreement was the amount of the contribution specified in the agreement for assumption of the risk of loss from the enumerated perils, not the coverage limits. In re Tex. Ass'n of Sch. Bds., Inc., 169 S.W.3d 653, 2005 Tex. LEXIS 388 (Tex. 2005), reh'g denied, No. 03-1151, 2005 Tex. LEXIS 713 (Tex. Sept. 16, 2005).

Real Property Law: Trusts: Constructive Trusts

Under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642, mandamus was proper to require a trial judge to transfer venue of a suit seeking in part to impose a constructive trust on real property to the county where the real property lay under the mandatory venue provision of Tex. Civ. Prac. & Rem. Code Ann. § 15.011. The mandatory venue provision controlled over the general venue provision, Tex. Civ. Prac. & Rem. Code Ann. § 15.002, as required by Tex. Civ. Prac. & Rem. Code Ann. § 15.004. In re Lemons, 281 S.W.3d 643, 2009 Tex. App. LEXIS 1574 (Tex. App. Tyler Mar. 4, 2009), dismissed, No. 12-08-00419-CV, 2009 Tex. App. LEXIS 1740 (Tex. App. Tyler Mar. 11, 2009).

Torts: Public Entity Liability: Liability: State Tort Claims Acts: Venue

Because a complaint alleging premises or special defect as to a roadway and bridge did not allege that inspection and maintenance activities were actively ongoing at the time of the accident, venue could not be maintained

pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.016, outside the county where the accident occurred; moreover, allegations of injury by traffic control device under Tex. Civ. Prac. & Rem. Code Ann. § 101.060 did not comprise a cause of action separate and apart from premises defect, and joint enterprise allegations likewise did not change the nature of the claims, so mandamus relief requiring a change of venue was proper under Tex. Civ. Prac. & Rem. Code Ann. § 15.0642. In re Tex. DOT, 218 S.W.3d 74, 2007 Tex. LEXIS 206 (Tex. 2007).

Research References & Practice Aids

LAW REVIEWS

50 SMU L. Rev. 1513.

52 SMU L. Rev. 1485.

53 SMU L. Rev. 617.

56 SMU L. Rev. 1061.

Treatises

5-100 Texas Torts and Remedies § 100.21, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Mandatory Venue Exceptions, Texas Torts and Remedies.

Practice Guides

5-61 Dorsaneo, Texas Litigation Guide § 61.21, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Review of Trial Court's Venue Determination, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.54, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Review of Venue Determination, Dorsaneo, Texas Litigation Guide.

5-61 Dorsaneo, Texas Litigation Guide § 61.202, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Case Law, Dorsaneo, Texas Litigation Guide.

10-152 Dorsaneo, Texas Litigation Guide § 152.02, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Jurisdiction Over Original Proceedings, Dorsaneo, Texas Litigation Guide.

10-152 Dorsaneo, Texas Litigation Guide § 152.03, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Types of Original Proceedings, Dorsaneo, Texas Litigation Guide.

10-152 Dorsaneo, Texas Litigation Guide § 152.100, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Petition in Original Proceeding, Dorsaneo, Texas Litigation Guide.

10-152 Dorsaneo, Texas Litigation Guide § 152.201, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

10-153 Dorsaneo, Texas Litigation Guide § 153.02, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Orders Entitled to Acceleration, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.065

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter D General Provisions (§§ 15.061 — 15.080)

Sec. 15.065. Watercourse or Roadway Forming County Boundary.

If a river, watercourse, highway, road, or street forms the boundary line between two counties, the courts of each county have concurrent jurisdiction over the parts of the watercourse or roadway that form the boundary of the county in the same manner as if the watercourse or roadway were in that county.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 61, *Venue*.
- See also Texas Rule of Civil Procedure 86.

Research References & Practice Aids

TREATISES & ANALYTICAL MATERIALS

5-61 Dorsaneo, *Texas Litigation Guide* § 61.201, *Pretrial Practice* (Chs. 1-114), *Forum Selection* (Chs. 60-63), *Texas Statutes and Rules*, Dorsaneo, *Texas Litigation Guide*.

Tex. Civ. Prac. & Rem. Code § 15.065

Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.066

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter D General Provisions (§§ 15.061 — 15.080)

Sec. 15.066. Conflict with Rules of Civil Procedure.

Subject to Section 22.004, Government Code, to the extent that this chapter conflicts with the Texas Rules of Civil Procedure, this chapter controls.

History

Enacted by Acts 1995, 74th Leg., ch. 138 (S.B. 32), § 6, effective August 28, 1995.

Annotations

Notes

STATUTORY NOTES

1995 Note:

See note following § 15.001.

Research References & Practice Aids

TREATISES & ANALYTICAL MATERIALS

10-152 Dorsaneo, Texas Litigation Guide § 152.04, Appellate Practice (Chs. 140-154), Appellate Procedure (Chs. 145-154), Procedure in Original Proceedings, Dorsaneo, Texas Litigation Guide.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.067

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter D General Provisions (§§ 15.061 — 15.080)

Secs. 15.067 to 15.080. [Reserved for expansion].

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.081

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.081. Application.

This subchapter applies only to suits brought in a justice court.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Research References & Practice Aids

TREATISES & ANALYTICAL MATERIALS

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

3-46 Dorsaneo, Texas Litigation Guide § 46.201, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.081

5-61 Dorsaneo, Texas Litigation Guide § 61.201, Pretrial Practice (Chs. 1-114), Forum Selection (Chs. 60-63), Texas Statutes and Rules, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.082

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.082. Venue: General Rule.

Except as otherwise provided by this subchapter or by any other law, a suit in justice court shall be brought in the county and precinct in which one or more defendants reside.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Case Notes

Civil Procedure: Venue: Individual Defendants

Civil Procedure: Venue: Multiparty Litigation

Civil Procedure: Venue: Individual Defendants

Party failed to establish facts necessary for venue under the former Tex. Rev. Civ. Stat. Ann. art. 1995(4) in action for violations of the Deceptive Trade Practices Act where there was no pleading or proof of a bona fide claim against the resident co-defendant. *GMC v. Washington*, 559 S.W.2d 425, 1977 Tex. App. LEXIS 3795 (Tex. Civ. App. Texarkana 1977, no writ).

Civil Procedure: Venue: Multiparty Litigation

Once plaintiff's claim against the third-party nonresident defendant was severed, that party was no longer a defendant in the primary suit for purposes of the general venue provisions under former Tex. Rev. Civ. Stat. Ann. art. 1995, § 4 (now Tex. Civ. Prac. & Rem. Code Ann. § 15.082). *Wallace Co. v. Rockwell International*, 568 S.W.2d 404, 1978 Tex. App. LEXIS 3348 (Tex. Civ. App. Corpus Christi May 24, 1978, no writ).

Research References & Practice Aids

Treatises

5-100 Texas Torts and Remedies § 100.20, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, General Venue Rule, Texas Torts and Remedies.

Practice Guides

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®

Copyright © 2020 Matthew Bender & Company, Inc.

a member of the LexisNexis Group. All rights reserved.

Tex. Civ. Prac. & Rem. Code § 15.0821

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.0821. Administrative Rules for Transfer.

The justices of the peace in each county shall, by majority vote, adopt local rules of administration regarding the transfer of a pending case from one precinct to a different precinct.

History

Enacted by Acts 2011, 82nd Leg., 1st C.S., ch. 3 (H.B. 79), § 5.04, effective January 1, 2012.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.083

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.083. Residence of a Single Man.

A single man's residence is where he boards.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

Tex. Civ. Prac. & Rem. Code § 15.084

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.084. Forcible Entry and Detainer.

A suit for forcible entry and detainer shall be brought in the precinct in which all or part of the premises is located.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591, 738—755.

Case Notes

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions: General Overview

Real Property Law: Landlord & Tenant: Lease Agreements: Residential Leases

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions: General Overview

Even though a district court had no authority to transfer a forcible entry and detainer action, under former Tex. Rev. Civ. Stat. Ann art. 2390, § 1, the court to which the case was transferred acquired jurisdiction when an amended petition was filed in the second court in accordance with Tex. R. Civ. P. 741. *Tanner v. Axelrad*, 680 S.W.2d 851, 1984 Tex. App. LEXIS 6293 (Tex. App. Houston 1st Dist. Sept. 20, 1984, pet. dismissed w.o.j.).

Real Property Law: Landlord & Tenant: Lease Agreements: Residential Leases

Even though a district court had no authority to transfer a forcible entry and detainer action, under former Tex. Rev. Civ. Stat. Ann art. 2390, § 1, the court to which the case was transferred acquired jurisdiction when an amended petition was filed in the second court in accordance with Tex. R. Civ. P. 741. *Tanner v. Axelrad*, 680 S.W.2d 851, 1984 Tex. App. LEXIS 6293 (Tex. App. Houston 1st Dist. Sept. 20, 1984, pet. dismissed w.o.j.).

Research References & Practice Aids

LAW REVIEWS

3 Tex. Wesleyan L. Rev. 283.

Treatises

5-90 Texas Real Estate Guide § 90.50, LITIGATION: LEASES/LANDLORD AND TENANT, LANDLORD AND TENANT, Preliminary Determinations, Texas Real Estate Guide.

5-90 Texas Real Estate Guide § 90.100, LITIGATION: LEASES/LANDLORD AND TENANT, LANDLORD AND TENANT, Landlord's Petition to Recover Rent, Texas Real Estate Guide.

Practice Guides

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

3-46 Dorsaneo, Texas Litigation Guide § 46.101, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Petition for Forcible Detainer, Dorsaneo, Texas Litigation Guide.

18-282 Dorsaneo, Texas Litigation Guide § 282.50, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

18-282 Dorsaneo, Texas Litigation Guide § 282.100, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Landlord's Petition to Recover Rent, Dorsaneo, Texas Litigation Guide.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.085

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.085. Executor; Administrator; Guardian.

A suit against an executor, an administrator, or a guardian shall be brought in the county in which the administration or guardianship is pending and in the precinct in which the county seat is located.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Research References & Practice Aids

Treatises

5-100 Texas Torts and Remedies § 100.22, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Permissive Venue Exceptions, Texas Torts and Remedies.

Practice Guides

Tex. Civ. Prac. & Rem. Code § 15.085

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.086

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.086. Counties.

A suit against a county shall be brought in the precinct in which the county seat of that county is located.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Research References & Practice Aids

Treatises

5-100 Texas Torts and Remedies § 100.21, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Mandatory Venue Exceptions, Texas Torts and Remedies.

Practice Guides

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.087

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.087. Option: Suit in Defendant's County of Residence.

A suit to which a permissive venue section of this subchapter applies may be brought and maintained either in the county provided for by that section or in the county in which the defendant resides.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

Tex. Civ. Prac. & Rem. Code § 15.088

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.088. Nonresident; Residence Unknown.

A suit against a nonresident of this state or against a person whose residence is unknown may be brought in the county and precinct in which the plaintiff resides.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Case Notes

Civil Procedure: Venue: Motions to Transfer: General Overview

Civil Procedure: Venue: Multiparty Litigation

Civil Procedure: Venue: Motions to Transfer: General Overview

Venue was not proper because defendant was not a proper party in the suit; because the defendant's motion for summary judgment was granted, it was res judicata and was conclusive, and therefore, no action could lie against defendant and venue was destroyed. *Pines of Westbury, Ltd. v. Paul Michael Constr., Inc.*, 993 S.W.2d 291, 1999 Tex. App. LEXIS 2840 (Tex. App. Eastland Apr. 15, 1999, no pet.).

Civil Procedure: Venue: Multiparty Litigation

Although the defendant testified that he never intended to abandon Texas, and submitted written evidence that he had claimed Texas as his residence on poll taxes, automobile license receipts and hunting licenses, he was found to be a nonresident of Texas; venue was chosen by the plaintiff and the defendant's plea of privilege was properly overruled. *Dalehite v. Smith*, 376 S.W.2d 934, 1964 Tex. App. LEXIS 2045 (Tex. Civ. App. San Antonio Mar. 18, 1964, no writ).

Research References & Practice Aids

Treatises

Texas Family Law: Practice and Procedure Q2.02, ANNULING THE MARRIAGE, INITIATING AND RESPONDING TO SUIT FOR ANNULMENT, Understanding Procedure in Suit for Annulment, Texas Family Law: Practice and Procedure.

Texas Family Law: Practice and Procedure Q2.100, ANNULING THE MARRIAGE, INITIATING AND RESPONDING TO SUIT FOR ANNULMENT, Original Petition to Annul Marriage, Texas Family Law: Practice and Procedure.

Practice Guides

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

Tex. Civ. Prac. & Rem. Code § 15.089

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.089. Transient Person.

A suit against a transient person may be brought in any county and precinct in which the transient person is found.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Research References & Practice Aids

Treatises

5-100 Texas Torts and Remedies § 100.22, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Permissive Venue Exceptions, Texas Torts and Remedies.

Practice Guides

Tex. Civ. Prac. & Rem. Code § 15.089

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.090

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.090. Personal Property.

A suit to recover personal property may be brought in the county and precinct in which the property is located.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Research References & Practice Aids

TREATISES & ANALYTICAL MATERIALS

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

Tex. Civ. Prac. & Rem. Code § 15.090

Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.091

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.091. Rents.

A suit to recover rents may be brought in the county and precinct in which all or part of the rented premises is located.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Research References & Practice Aids

Treatises

5-90 Texas Real Estate Guide § 90.50, LITIGATION: LEASES/LANDLORD AND TENANT, LANDLORD AND TENANT, Preliminary Determinations, Texas Real Estate Guide.

5-90 Texas Real Estate Guide § 90.100, LITIGATION: LEASES/LANDLORD AND TENANT, LANDLORD AND TENANT, Landlord's Petition to Recover Rent, Texas Real Estate Guide.

Practice Guides

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

18-282 Dorsaneo, Texas Litigation Guide § 282.50, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Preliminary Determinations, Dorsaneo, Texas Litigation Guide.

18-282 Dorsaneo, Texas Litigation Guide § 282.100, Pleadings in Real Estate Litigation (Chs. 250-285), Involvement of Third Parties (Chs. 280-285), Landlord's Petition to Recover Rent, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.092

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.092. Contract.

(a) Except as otherwise provided by this section, a suit on a written contract that promises performance at a particular place may be brought in the county and precinct in which the contract was to be performed.

(b) A suit on an oral or written contract for labor actually performed may be brought in the county and precinct in which the labor was performed.

(c) A suit by a creditor on a contract for goods, services, or loans intended primarily for personal, family, household, or agricultural use may be brought only in the county and precinct in which the contract was signed or in which the defendant resides.

(d) A contract described by Subsection (c) may not waive the venue provided by that subsection.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Research References & Practice Aids

TREATISES & ANALYTICAL MATERIALS

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.093

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.093. Torts.

A tort suit for damages may be brought in the county and precinct in which the injury was inflicted.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Research References & Practice Aids

TREATISES & ANALYTICAL MATERIALS

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.094

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.094. Corporation; Association; Joint-Stock Company.

A suit against a private corporation, association, or joint-stock company may be brought in the county and precinct in which:

- (1) all or part of the cause of action arose;
- (2) the corporation, association, or company has an agency or representative; or
- (3) the principal office of the corporation, association, or company is located.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Research References & Practice Aids

TREATISES & ANALYTICAL MATERIALS

Tex. Civ. Prac. & Rem. Code § 15.094

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.095

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.095. Railroad Companies; Carriers.

A suit against a railroad company, a canal company, or the owners of a line of transportation vehicles for injury to a person or property on the railroad, canal, or line of vehicles or for liability as a carrier may be brought in a precinct through which that railroad, canal, or line of vehicles passes or in a precinct in which the route of that railroad, canal, or vehicle begins or ends.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Case Notes

Civil Procedure: Venue: Multiparty Litigation

Tex. Civ. Prac. & Rem. Code § 15.095

Because suits against railroads were able to be brought in any county where the railroad was operated, pursuant to former Tex. Civ. Prac. & Rem. Code § 15.036, in the county where the injury occurred or where the plaintiff resided, pursuant to former Tex. Civ. Prac. & Rem. Code § 15.034, or in the county that a train passed through, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.095; the personal injury suit was properly brought in the county where the railroad operated. *Burlington Northern R.R. v. Harvey*, 717 S.W.2d 371, 1986 Tex. App. LEXIS 8127 (Tex. App. Houston 14th Dist. 1986, no writ).

Research References & Practice Aids

TREATISES & ANALYTICAL MATERIALS

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.096

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.096. Steamboat or Other Vessel.

A suit against the owner of a steamboat or other vessel may be brought in the county or precinct in which:

- (1) the steamboat or vessel may be found;
- (2) the cause of action arose; or
- (3) the liability accrued or was contracted.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Research References & Practice Aids

TREATISES & ANALYTICAL MATERIALS

3-46 Dorsaneo, *Texas Litigation Guide* § 46.02, *Pretrial Practice* (Chs. 1-114), *Extraordinary Remedies; Special Proceedings* (Chs. 40-46), *Venue*, Dorsaneo, *Texas Litigation Guide*.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.097

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.097. Insurance Companies.

(a) A suit against a fire, marine, or inland marine insurance company may be brought in the county and precinct in which all or part of the insured property was located.

(b) A suit against an accident and life insurance company or association may be brought in the county and precinct in which one or more of the insured persons resided when the injury or death occurred.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

LexisNexis® Notes

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Case Notes

Civil Procedure: Venue: Corporations

Venue was proper in county in which insured purchased uninsured motorist policy when insured was involved in a collision with an uninsured motorist. *Mobile County Mut. Ins. Co. v. Jacobs*, 531 S.W.2d 436, 1975 Tex. App. LEXIS 3359 (Tex. Civ. App. Corpus Christi Dec. 16, 1975, no writ).

Where an insured had a statutory right under former Tex. Rev. Civ. Stat. art. 1585 (see Tex. Civ. Prac. & Rem. Code Ann. § 15.097) to file action on his policy in the county of his residence, bylaws of the insurer requiring filing in a certain county were not a valid basis for its plea of privilege. *Eaton v. International Travelers' Ass'n*, 136 S.W. 817, 1911 Tex. App. LEXIS 942 (Tex. Civ. App. Apr. 5, 1911, no writ).

Research References & Practice Aids

Treatises

5-100 Texas Torts and Remedies § 100.22, REMEDIES, COMMENCEMENT AND PROSECUTION OF TORT ACTIONS, Permissive Venue Exceptions, Texas Torts and Remedies.

Practice Guides

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

Tex. Civ. Prac. & Rem. Code § 15.098

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.098. Pleading Requirements.

If a suit is brought in a county or precinct in which the defendant does not reside, the citation or pleading must affirmatively show that the suit comes within an exception provided for by this subchapter.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Revisor's Notes.

The source law provided that if suit is brought in a county in which the defendant resided, the pleading must show that venue of the suit was proper under an exception to the general rule of suit in the defendant's county of residence. Since there would be no need to plead an exception if suit is brought in the defendant's county of residence, the revised law reflects what was obviously meant.

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Research References & Practice Aids

TREATISES & ANALYTICAL MATERIALS

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.099

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.099. More Than One Justice.

If there is more than one justice of the peace in a precinct or in an incorporated city or town, suit may be brought before any justice of the peace in that precinct or incorporated city or town.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Research References & Practice Aids

TREATISES & ANALYTICAL MATERIALS

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document

Tex. Civ. Prac. & Rem. Code § 15.100

This document is current through the 2019 Regular Session, 86th Legislature, and 2019 election results.

Texas Statutes & Codes Annotated by LexisNexis® > Civil Practice and Remedies Code > Title 2 Trial, Judgment, and Appeal (Subts. A — D) > Subtitle B Trial Matters (Chs. 15 — 30) > Chapter 15 Venue (Subchs. A — E) > Subchapter E Suits Brought in Justice Court (§§ 15.081 — 15.100)

Sec. 15.100. Disqualified Justice.

If the justice in the proper precinct is not qualified to try the suit, suit may be brought before the nearest qualified justice in the county.

History

Enacted by Acts 1985, 69th Leg., ch. 959 (S.B. 797), § 1, effective September 1, 1985.

Annotations

Notes

STATUTORY NOTES

Historical Notes.

- See **Texas Litigation Guide**, Ch. 46, *Justice Court Proceedings*.
- See also Texas Rules of Civil Procedure 523—591.

Research References & Practice Aids

TREATISES & ANALYTICAL MATERIALS

3-46 Dorsaneo, Texas Litigation Guide § 46.02, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Venue, Dorsaneo, Texas Litigation Guide.

3-46 Dorsaneo, Texas Litigation Guide § 46.201, Pretrial Practice (Chs. 1-114), Extraordinary Remedies; Special Proceedings (Chs. 40-46), Statutes and Rules, Dorsaneo, Texas Litigation Guide.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2020 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document