Construction Law Newsletter

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REPRESENTING OWNERS AND PRIME CONTRACTORS AFTER *WESTWOOD v. BOWEN*

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Most of us are aware of the unique decision in Westwood *Corp. v.* Bowen, 106 Or App **310,615** P2d 1282 (1991). The prosecution and defense of lien foreclosure cases will now become a new adventure for construction lawyers (and our clients) as we struggle to either avoid or take advantage of the *Westwood* procedures.

The decision is "bizarre." All construction lawyers should read it for themselves and consider its practical ramifications. At the core of the cnurt'sdecision is the [startling] statement that the jury's finding as to the amount owed to the Contractor is "legally irrelevant" to the judge's decision on the identical factual issue. In Oregon, there is now *no* relationship between an action at law by a prime contractor to recover the contract balance and a suit in equity to foreclose a lien to collect the contract balance. Each fact finder is free to make its own decision on the contract balance, and each decision results in the entry of a separate judgment. What this meant to Bowen (the owner) is that the jury decided the contract balance was $41,720 after all deducts for defective and late work. Judge Milnes decided there were very few defects and foreclosed the lien in the amount of $697,000 plus $500,000 in attorney fees. Apparently, it is now the law in Oregon that you can foreclose a construction lien, sell the property, and collect and keep more money than you are owed under the contract which forms the basis for the lien. Good news for prime contractors.

Speaking ornithologically, the decision places prime contractors in the catbird seat. If there are counterclaims for defective work or late completion, the owner has to win twice in order to actually collect anything on those counterclaims. The contractor, on the other hand, only has to win once, because the contractor can always choose to collect the larger of its two judgments. The owner will *never* have a chance to pick which judgment to enforce, because the owner can ***neuer*** get two judgments in its favor. Think about it.

However, the purpose of this article is not to criticize or analyze the decision, but to suggest some strategies and point out some pitfalls in lien foreclosure practice post-Westwood. Unfortunately, Westwood and Bowen settled their differences while the petition for review was pending, so the Court of Appeals' decision will be on the books for a while.

Following are some suggested alternative strategies in the fairly common situation where the prime contractor files a suit to foreclose a construction lien and joins a separately pleaded claim for breach of contract, and the owner counterclaims for damages for defective work and/or delay damages.

Representing the Owner:

1. Try to get the whole case tried to the court and forget the jury entirely. At least this way, the contractor does not get two bites.
2. File the counterclaims as a separate case (preferably in a different county). especially if it is a bonded job. (Bowen also prevailed on his claims against Westwood's surety, but never got a judgment or collected a penny. These issues are beyond the scope of this article, but be aware of them.) This is the only way the owner is assured of getting an enforceable judgment on its counterclaim. Do not let the cases get consolidated for trial. All counterclaim or offset issues must be left for the separate lawsuit and kept totally out of the lien case. As a practical matter, with no issues of deduct or offset, the lien case will be quite simple and will focus only on issues of notice, scope, validity, etc. The pitfall of this strategy is that the lien case may well be tried to judgment before the "counterclaim" case.
3. If there is a solvent contractor or a performance bond, the owner should pay off the lien in *full* before the suit to foreclose is filed. The owner then can file an action for breach of contract for the defective work and/or delay damages,

which will be tried to a jury, and there will be only one judgment. One drawback to this strategy is that if there is no bond and no contractual attorney fee provision, there will be no attorney fees.

4. Do not stipulate to the "contract balance less offsets for defective work **and** late completion." It will jump up and bite you.
5. Do not let the judge in the lien case have anything to do with the counterclaim, which is **an** action at law for the jury only. Part of the mass confusion in Westwood was a result of the many different numbers involved, The judge decided "offsets" in one amount; the jury decided the "counterclaim damages" in another amount; each of these was separately netted against the stipulated contract balance. No one but Bowen's attorneys ever recognized that this unique arithmetic gave Westwood a double recovery.
6. If the court and the contractor's lawyer insist on following the Westwood procedure, make a last-ditch effort to avoid netting the judgments. Try to persuade the judge to enter four judgments:
   a. Jury verdict on counterclaims;
   b. Court's decision on offsets;
   c. Jury verdict on **"gross"** contract balance; and
   d. Court's decision on "gross" contract balance.

   The owner can then enforce either a or b; the contractor can enforce either c or d.
7. Try to get the contractor's attorney to stipulate ahead of time that the jury's decision on the contract balance and the counterclaim damages is binding as to the amount of the lien, should the court determine that the lien is valid in all other respects. This is the elementary principle that Bowen's lawyers argued and lost.

Representing the Prime Contractor:

1. Insist that the procedure set forth in Westwood be followed exactly. This way, your client will get two bites at the apple and can take his place in the catbird seat.
2. Do not stipulate to a trial of all issues, including contract issues, to the court. You need to have the jury in order to get two different decisions. This is a no lose proposition for your client. The owner can never get two different favorable decisions if the net judgment is in the owner's favor.
3. If the owner files a separate case for its legal counterclaims, make sure they are consolidated so that you can fit yourself into the Westwood rules of procedure.
4. Make sure that two separate judgments are entered, one against the property and one against the owner as an individual, and then go ahead and execute on the biggest one, thus depriving the owner of any damages it was awarded on its counterclaims. Remember that the judgment against the owner individually is also a judgment lien on the owner's real property, so this personal judgment is secured by the same property that was the subject of the lien.

The members of the Construction Law Section would be interested in hearing of your experiences with cases tried post-Westwood. Keep in touch.

PARTNERING - PATH TO SUCCESSFUL CONSTRUCTION PROJECTS

Ruth Spetter
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All of us involved in construction contract litigation are aware of the tremendous increase in construction litigation in the last eight to ten years. The high and ever-increasing cost of litigation, in terms of legal fees and emotional energy, has lead to consideration of a new process. It is called "partnering" and it appears to be a highly effective way of bringing construction projects to a successful conclusion. Your clients may be coming to you soon with questions about the partnering concept. This article will provide you with a brief introduction.

What is Partnering?

Partnering is the process by which owner and contractor make a real commitment to be partners on a project, to work out rather than litigate differences, and to establish the methods for making this commitment a reality. Partnering requires 100% commitment from the highest in command on both sides and then it gives a lot of authority to those in the field. For example, on Arizona Department of Transportation (ADOT) projects, Resident Engineers may now authorize changes up to $50,000 and District Engineers may authorize changes up to $200,000. According to ADOT, these authority levels account for 95% of the decisions that otherwise would have to be handled by the central office. Swift turn around is a real benefit.

The partnering concept has only one

pre-determined aspect — that everyone on a particular project is part of the ***same*** team. How this team is established and its actual game plan may vary from project to project.

Who is Using the Partnering Process?

Partnering is supported by contractors, the AGC and several large public owners.

One of the largest public owners to promote the partnering concept is ADOT. The concept is promoted by ADOT's Director, Charles Cowan, who speaks about partnering all over the country. ADOT also publishes "Partnering News," which highlights partnering success stories and which is available from ADOT upon request. ADOT will have applied this concept to 96 of its multi-million dollar projects by the end of 1992.

Another promoter of partnering is the Army Corps of Engineers. The Oregon Department of General Services is toying with the idea of using this process as well. When it is to be used, contractors must agree, at the time of bidding, to participate in the process.

How Does the Partnering Process Work?

While the exact format varies from user to user, the general concepts are the same. Owner and contractor agree they are true partners, not adversaries, in the construction of a particular project.

Where participation in the partnering concept will be required, potential contractors are often introduced to the idea in a pre-bid meeting. The successful bidder's commitment to the process is then established prior to the start of construction. This commitment will usually be put into writing in the form of a project or partnering charter, which everyone, or at least all key players from both sides, sign. Subcontractors are involved in this process as well. Such a charter might read as follows:

WE THE UNDERSIGNED, HAVING MUTUALLY AGREED UPON AND DISCUSSED THE OBJECTIVES OF THIS PROJECT, COMMIT TO FOLLOWING THE PARTNERING PROCESS AND ITS ESTABLISHED GOALS TO A SUCCESSFUL PROJECT COMPLETION.

This statement would then be followed by a list of project goals and aspirations.

This charter may be developed in an afternoon or, depending on the size of the project, at a retreat lasting a day or two. The consensus appears to be that the time spent up front is well worth it. Dispute resolution steps will be clearly delineated and problems are to be resolved at the lowest level of authority possible. This way work can, more often than not, continue. Areas of concern can be raised early in the process and since a successful project is everyone's goal and resolution, not differences, becomes the key.

During construction as many issues as possible will be resolved in the field. ADOT provides for post-design consulting by the engineer and designer so that issues can be more quickly resolved.

Matters which cannot be resolved will continue up the line of authority until, if necessary, they reach the top of each side. Usually, things can be worked out before that time.

Special meetings will be held, as necessary, to deal with specific issues. The usual weekly meetings will be held as well.

At the end of the project, there will be an evaluation process of how well the process worked thereby increasing the expertise of all players in project management.

What are the Benefits for a Contractor and an Owner?

As listed in the new AGC publication, "Partnering: A concept for Success," benefits for your clients from partnering are:

Everyone's focus is on the construction project's successful completion.

There is less chance of major losses by owners and contractors because the commitment to cooperation leads to creative ways for early and direct resolution of problems rather than the current process of strict adherence to contractually established roles and lines of authority.

Less litigation. (Sorry).

Conclusion

Partnering is here to stay. At a recent conference, hard-nosed contractors were singing the praises of the partnering process because it permits them to simply do their job and creates a much more positive atmosphere in which to work. There will always be differences requiring the review and involvement of attorneys, but perhaps through the partnering process, the focus of the construction industry can once again be construction instead of litigation brought about by distrust and ingrained adversarial relationships.

If you would like to know more about partnering, please contact Ruth Spetter at **823-4047.** Ruth has a fairly extensive library of materials on the topic which she will be glad to share with you.

FOR ONCE, SOMETHING USEFUL — OREGON CONSTRUCTION LIEN CHECKLIST

Michael J. Scott
Furrer & Scott

When I receive these newsletters (which I hope is more often now that all of you have been chastised - see "Editor's Lament," infra), I usually review them quickly and route them to a three-ring binder to serve their time in purgatory before a case arises which stirs my fading memory, and I go hunting for a copy of an article which, for whatever reason, merits that I understand the issue discussed more fully so I don't feel so bad about charging my client a fee. Trust me, however: There is little in the following article that will ever merit a second glance.

But, before you "binder" the whole newsletter, you might want to take a glance at pages 5 & 6. ***That*** you might want to hang onto.

It's a checklist of questions and considerations to use when you are preparing (or defending against) an Oregon construction lien. Copy it, edit it, or heck, even go ahead and toss it if you like, but DO NOT USE IT FOR LIENS AGAINST PUBLIC WORKS PROJECTS; you cannot lien them. (Try the federal Miller Act and Oregon's "Little Miller Act" instead). And, DO NOT use the checklist for liens in Washington, California, **or** any other state. State lien laws are like state license plates; although there are a few similarities, they are all different in important ways.

Also, before you rest too easily, remember not to simply rely on the information that your client "gives" you. You need to undertake an independent review and evaluation of the client's information. You have to ask follow-up questions.

Relying on a client's telephone message of 'last day 5/28/92" as providing you a lot of time to prepare a lien claim will be cause for concern if it eventually turns out that this "last day" was 15 minutes of work repairing a light switch, and the real last day was 74 days before the phone message was received.

Finally, think about using both paper and computer calendaring systems for tracking lien deadlines. Our firm records the "deadlines" in a three-ring binder "Lien Log" which has nothing but lien deadlines in it; on a bright, fog-busting, yellow sticker on the outside of the file; on secretaries' calendars; and in a computer calendaring system (we use OnTime). Okay, it may be a belt and suspenders approach, but at least use a double or triple check system and include some method of confirming that the file got into the system.

ANNUAL MEETING

If you have not yet done so, you should immediately sign up for the Construction Law Section's annual meeting. The meeting will be held in conjunction with the OSB Annual Meeting in Seaside, Oregon. It is scheduled for Saturday, September 26, 1992, beginning at 8:00 a.m. The location will be the Seaside Room of the Ocean View Resort.

As we have done in the past, there will be a short business meeting, with the election of officers and executive committee members as the primary agenda items, followed by a CLE presentation. To induce you *to* attend this "top of the morning" event, the section is providing breakfast for all section members. Non-members can also attend the breakfast, but it will cost them $10 at the door. REGISTER NOW - SPACE FOR BREAKFAST IS LIMITED. You are encouraged to register for breakfast by calling Tom Murphy or Donna Seldivy at 620-4540.

The following section members have been nominated as officers for 1992-93:

- Frederick Batson (for Chair Elect)
- Thomas J. Murphy (for Secretary)
- Susan Whitney (for Treasurer)

The following section members have been nominated for the Executive Committee:

- Christopher T. Carson
- Peter Barnhisel
- Charles J. Pruitt
- Jeffrey B. Wilkinson

Once again, the CLE presentation should prove to be worth more than the 1 ethics credit you will earn. This year, your section has put together a panel presentation on "Ethics for Construction Lawyers." The panel will include Dick Alexander, Terry Bittner, Mike "Mr. Ethics" Scott, Susan Whitney and Milt Lankton. (Members should not infer anything by the absence from the panel of any lawyers who represent owners, like Bill Cloran or Ruth Spetter.) This is indeed an "all-star" panel and the presentation should be lively and extremely beneficial.

We look forward to seeing you in Seaside!

Oregon Construction Lien Checklist

75th Day _____ 199__.(#16)
120th day_____ 199__.(#24)

To do:	Consider:
1. Client's name: _____	1. Call Secretary of State: 378-4166. Construction Contractor Board (CCB): 378-4621. Review: ORS 60.094 (Corporate names) ORS 648.007 (Assumed business names); ORS 671.575 (Prohibition on unregistered landscaping businesses filing liens): and ORS 701.065 (Prohibition on unregistered contractors filing liens).
2. Name of person/entity which employed client: _____	2. See 1. Also review contracts, invoices, credit applications, payments. Review ORS 87.035(3)(c).
3. Name of Owner(s): _____	3. See 1. Also review lien notices and title information. Review ORS 87.035(3)(b).
4. Name or Mortgagee(s): _____	4. See 1.
5. All names confirmed with: Secretary of State: _____ CCB: _____	5. Is the information the same? Any registration/non-registration issues?
6. Type or Construction: ___Residential ___Commercial	6. Review ORS 87.021(3) (definitions) Also review OR 87.093.
7. Client provided: __Labor ___Materials ___Equipment __Services	7. Review ORS 87.021. Review 87.025(3)(Materials). Review Teen v. Haertl Constructors, Inc., 111 Or App 543 (1992) (Off-sit labor to "create" materials is labor under ORS 87.021).
8. Date: of Client's bid/contract _____ Client's starting work: _____	8. See 1 for registration issues. Review ORS 87.021 and ORS 87.093 for notice issues. Review ORS 671.625 and OR 701.055(14) (written contract requirements).
9. Information Notice to Owner Required: __No. __Yes.	9. Review ORS 87.093. See 2, 3 and 6.
10. If yes, date of delivery of Information Notice to Owner:	10. See 8 and review ORS 87.093(2)-(3). Review ORS 87.030 (Notice of non-responsibility).
11. Notice or Right to a Lien Required: __NO. __Owner(s) Mortgagee(s).	11. Review ORS 87.021 and ORS 87.025(3). See 2, 3 and 6 and 7.
12. Date of mailing Notice of Right to a lien: _____	12. See 8 and review ORS 87.021 and ORS 87.025(3).
Receipts: 13, Has Client received any requests under ORS 87.025/027: __Yes __No. If yes, when: _____ Has Client responded __Yes __No When is a response due and to whom: _____	13. Review ORS 87.025(4) and 87.027 (Requests for Information)
14. Date Project Completed:	14. Review 87.045 and Dallas Lbr. & Supply v. Phillips, 24 OR 58 (1968) (Completion notices not conclusive test).
15. Client's last day or work on the Project:	15. Not repair, Fox & Co. v. Roman Catholic Bishop, 107 O 557 (1923) or trifling, Cons. Elec. v. Jepson Elec. 272 OR 384 (1975).
16. 75 Days*: from Project's Completion is: _____ frm Client's last day is: _____	16. Review ORS 87.035. Do not extend by agreement. Review ORS 87.010.

*if labor, materials or eq ent use earlier of above dates as the last day to record the lien.

17. Original Contract Amount:$ _____. Less Payments of: 17. Review dates, amounts and applications of payments. Review ORS 87.035(3)(a).

_____

Change order(s): _____

Backcharges: _____

Extra Work Order: _____

18. Total remaining owing:$ _____ including 18. Review ORS 87.035(3)(a). Avoid non-segregated liens, Anderson v. Chambliss, 199 OR 400 11953) and do not overstate. J.W. Copeland Yards v. Phillips, 275 OR 193 (1976). Review ORS 87.010.

$_____ for labor

$_____ for materials

$_____ for equipment

$_____ for services.

19. Client is entitled to interest of___% per mum starting _____ 19. Review P & C Construction Company v. American Diversified, 101 OR APP 51 (1990) and ORS 701.420 701.430. Review contract.

20. Property Address: _____ 20. Review ORS 87.035(3)(d) and notices, titl information and building permits.

21. Property Description: _____ 21. See 20.

_____

County, Oregon.

22. Who will sign the lien: _____ Title ___ 22. Review ORS 87.035(4). Not an attorney. Necessar witness! But see Teeny v. Haertl Constructors, Inc., 111 O App 543, 548-49 (1992) (Attorney's verification discussed)

23. Date lien recorded: _____ Document No. _____ **23. See 16! Review ORS 87.035. Make a copy before lie is recorded to include with notice of filing.**

24. 120 Days from recording date is: _____ **24.** Review ORS 87.055. Last day to **file foreclosur action.** Do not extend by agreement.

25. 20 days from recording is: _____ ***15.* Review ORS 87.039. *See* 3 and 4.**

26. Date Notice of Filing/Foreclosure sent: _____ 26. See 25. Review ORS 87.057.

Receipts: ___ Was Notice of Intent to Foreclose included with Notice of Filing/Foreclosure: Note all Mortgagees must receive notice. Molalla Pump v. Chaney 42 OR APP 789 (1979).

___ Yes ___ No. If no, date Notice of Intent to Foreclose delivered _____ Receipts _____

27. Has Client received any requests under ORS 87.057: 27. Review **ORS** 87.057.

Yes. ___ No. If yes, when: _____

Has Client responded: ___ Yes ___ No.

When is response due: _____

28. Date Foreclosure Report Ordered: _____ From: _____ 28. See 24.

Order No. _____

29. Additional notices required: ___ Yes ___ No. Date sent: _____ 29. Review ORS 87.057. See 26.

30. Release Demand Received: ___ Yes ___ No. 30. Review ORS 87.076(4).

If yes, date received: _____ Response due: _____

31. Cash Deposit or Bond made: ___ Yes ___ No. 31. Review **ORS** 87.076 - 87.088.

If yes, was affidavit filed: ___ Yes ___ No.

If yes, was notice received: ___ Yes ___ No.

32. Date notice of Cash Deposit or Bond received: _____ 32. Review ORS 87.078(2). ORS 87.086.

Date petition to determine adequacy due: _____

33. Date Complaint filed: _____ Case No. _____ 33. Review ORS 87.055. See 24! Complaint also mean cross-claim, counterclaim i.e. any clain foreclosing the lien

Filed in _____, County Oregon.

34. Date Pendency of an Action Notice Recorded: _____

Document No. _____

35. 60 days from the date the complaint filed is: _____ 35. Review ORS 87.055, ORS 12.020. See 33.

36. Date all service completed: _____ 36. See 35.

34. Date Lien Satisfaction/Release recorded: _____

Document No. _____

35. Date Judgment: Signed: _____

Filed: _____

Entered: _____

36. Date Pendency of an Action Notice Released: _____

REPORT ON EMERGING SMALL BUSINESS PROGRAM

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Contact Attorney for Oregon
Department of Transportation,
Highway Division

The 1989 U.S. Supreme Court decision in City of Richmond v. Croson, 488 U.S. 469 (1989), eliminated the ability of states and local governmental bodies to address affirmative action by setting minority business enterprise (MBE) and women business enterprise (WBE) goals on public contract solicitations. The State of Oregon, believing that continued efforts in this area were necessary and appropriate, sought new methods to ensure continued participation of the minority and women contracting community. Attempts to develop findings of past discrimination to justify continued MBE and WBE goal-setting were quickly abandoned as seemingly futile. Less intrusive, more narrowly tailored means of dissolving business barriers were sought. Good faith effort requirements were continued, even though goals could no longer be set. The potential success of such programs, however, was questioned, and the benefits to minority contractors were doubtful.

Looking for a new means to the same end, Oregon, through its legislature and by way of a 13 member advisory board, chose a race and gender neutral option, the Emerging Small Business (ESB) program. Oregon Laws 1989, Chapter 1043 amended ORS Chapter 200, and various provisions within ORS chapter 279, while Oregon laws 1989, Chapter 1057, established a pilot program within the Oregon Department of Transportation (ODOT). The new law identified the major problem areas faced by small businesses: bonding and financial assistance; contracting; and, information/ clearinghouse resources. The Office of Minority, Women and Emerging Small Business (OMWESB) accepts applications, processes and certifies ESBs. The original criteria to be met by a business to be certified as an ESB included having its principal place of business located within Oregon; average annual gross receipts over the last three years not exceeding $2 million for construction firms and $700,000 for non-construction firms; less than 20 employees; be an independent business; and, be properly licensed and legally registered in the state.

Funding for the ESB program was established by having ODOT deposit **an** amount equal to one percent of each state construction contract into the ESB account. While this has created a ready and ample fund, it has resulted in limiting the types and scope of programs since they must meet both the statutory purpose of assisting ESBs and also be faithful to the constitutional restriction on the Highway Funds under Oregon Constitution, Article IX, Section 3a. (See Atty. Gen. Op. 63.54 (dated November 13, 1989) and Atty. Gen. Op. 6387 (dated December 10, 1990)). Therefore, generic training and assistance to ESBs has nut been available.

The ESB program had major successes during its initial two-year existence. Some of the accomplishments included: (1) Continued examination of bonding and financing problems of small businesses, and the adoption of a rule by the Department of General Services (DGS) allowing waiver of bonds for pre-qualified ESBs on selected contracts under $50,000; (2) Adoption of a DGS rule to allow informal quotes on ESB projects up to $50,000; (3) Establishment with the Department of Economic Development of the Small Business Hotline (1-800-442-U-ASK (8275)); (4) Identification of, and funding in whole or part for. **24** projects eligible to be set aside for exclusive bidding by certified ESBs and bond waivers: resulting in over $1 million in ESB projects (ODOT may set aside contracts for ESB participation when the ESB is located in a designated "economically depressed area" or the ESB draws part of its work force from such area); and, (5) **A** national survey regarding race and gender neutral programs, resulting in Oregon's ESB program becoming a model for several other state and local programs.

In 1991, Oregon Laws Chapter 517 modified the definition of "ESB." Now, there is a lower gross earnings **($1** million for construction firms and $300,000 for non-construction firms, averaged over three years) requirement for certification. The amended law also limited the number of years a business may qualify as an ESB (no more than 7 years), extended the program and funding through the next biennium, added "maintenance" to allowable uses of ESB funds, and allowed ESBs to provide bid and performance security through individual sureties. Now that the program is extended, other major areas of effort include greater emphasis on ESB recruitment and education, use of ESB goal setting in construction programs, and rule adoption to assist monitoring compliance.

Questions on certification may be directed to the OMWESB at **(503)** 378-5651 and questions on the ESB program generally may be directed to the ODOT Civil Rights Section/ESB Program at (503) 378-4900.

EDITOR'S LAMENT

Barry **W.** *Dod*
Allen, *Kilmer, Yazbeck, Chenoweth & Voorhees*

The easiest part of this job is actually publishing the newsletter. The OSB has a wonderful support staff, especially its Desktop Publishing Services group. **All** that I have to do is give them articles on, a floppy disk. in WordPerfect 5.0 or 5.1. They then import the articles onto their Ventura software program, and use our previous newsletters as a model. **All** I have to do is edit the galleys. Desktop Publishing takes care of the printing and mailing. It bills the section for the costs.

The hard part of this job is getting articles for the newsletters. Dale Hormann wrote the article on the *Emerging Small Business Program* last year, but it has been "in limbo" pending the receipt of more articles for a newsletter. This summer, Susan Whitney, Ruth Spetter and Mike Scott graciously donated their time to preparing the articles that appear in this edition of the newsletter. However, I know a lot of you are also burning to write on a topical issue. You are invited and encouraged to submit unsolicited articles at any time. More articles means more newsletters for you.

In addition, and despite Ruth's dire prediction on the demise of construction litigation through partnering, I know many of you are litigating cases, some of which even result in decisions of general interest to section members. I invite you to send me a brief summary of any recent decisions you have been involved in to be included in a "Case Notes" section of this newsletter.

I look forward to a flood of mail from all of you.

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