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TEXAS ARBITRATION — MODERN MACHINERY STANDING IDLE

by

Robert Coulson*

ARTICLE XVI of the Texas Constitution has always encouraged arbitration: "It shall be the duty of the Legislature to pass such laws as may be necessary and proper to decide differences by arbitration, when the parties shall elect that method of trial."¹ This provision has been in effect since 1845, but Texas businessmen are still waiting for such a law to be passed.

In 1953 Dean Wesley A. Sturges of Yale Law School observed that the Texas arbitration statute was "not very inviting to parties who may desire to arbitrate."² Thereafter, prominent Texas lawyers launched a campaign to persuade the Texas legislature to pass modern arbitration legislation.³ In 1965 their efforts were rewarded by passage of a new Texas General Arbitration Act.⁴ This law was patterned after the Uniform Arbitration Act and included some interesting and significant improvements.⁵ Unfortunately, the most important provision was tampered with. Under the provision as it now stands, use of the existing arbitration machinery is severely hindered.

For this reason the Texas General Arbitration Act generates curiosity in other states. I have lectured on arbitration before bar associations from New Hampshire to Alaska; a description of the exotic provisions of the Texas Act always produces amusement and incredulity.

I. SOME PECULIAR ADVANTAGES OF THE ARBITRATION PROCEDURE

Before considering the particular defects of the Texas Act, some of the reasons why arbitration has become popular with the American businessman are worth reviewing.

In recent years a consistent line of court decisions has encouraged extensive use of the arbitration process to resolve private, civil disputes.⁶ The Supreme Court of the United States has participated in this encouragement.⁷ In a 1970 interview Chief Justice Warren Burger said: "We should encourage, for example, the use of private arbitration for the settlement of private disputes."⁸

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¹ TEX. CONST. art. XVI, § 13.

² Sturges, *Arbitration Under the Arbitration Statutes of Texas*, 31 TEXAS L. REV. 833, 836 (1953).

³ See Carrington, *The 1965 General Arbitration Statute of Texas*, 20 SW. L.J. 21, 27, and appendix (1966) [hereinafter cited as Carrington].

⁴ Texas General Arbitration Act, TEX. REV. CIV. STAT. ANN. arts. 224-38 (Supp. 1970).

⁵ Carrington 28-32.

⁶ See "Review of Court Decisions," a regular feature of the *Arbitration Journal, New Series*.

⁷ *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395 (1967).

⁸ U.S. NEWS & WORLD REPORT, Dec. 14, 1970, at 35.

The courts of a few states have refused to enforce arbitration clauses, on the grounds that they "oust the courts of jurisdiction."⁹ But this view, which purports to be based upon the common law, is rapidly being overturned by statute.¹⁰ It is precisely because arbitration *does* "oust the courts" of unnecessary litigation that arbitration is welcomed by the courts. In the words of Justice Burger: "One thing an appellate judge learns very quickly is that a large part of all litigation in the courts is an exercise in futility and frustration. The anomaly is that there are better ways of resolving private disputes, and we must in the public interest move toward taking a large volume of private conflicts out of the courts and into the channels of arbitration."¹¹

The courts are now having to contend with an increasing work load. Criminal charges, regulatory proceedings, negligence claims, and family squabbles are forced upon their attention. Many court systems badly need more judges, better salaries, modern facilities, and advanced management techniques. But judges are often too busy to win the battle for adequate funds. Many communities seem unwilling to provide adequate support to their hard-pressed court systems. Private arbitration operates without government support. Often the arbitrators contribute their service on a voluntary basis, and the parties themselves bear the remaining costs. Disputes can be disposed of privately, with no burden upon the traditional judicial system. In fact, most arbitration cases never come to the attention of the courts. Trial judges have good reason to favor arbitration.

Arbitration also appeals to businessmen. Arbitration provisions are commonly found in construction contracts, in buy-and-sell agreements, and in other business contracts. The American Arbitration Association administers several of the leading arbitration systems. Last year the twenty-one offices of the AAA handled over 22,000 arbitration cases, as compared to about 19,000 in 1969.¹² Millions of business contracts now contain AAA arbitration clauses.

The businessman views arbitration as a logical way to decide contract disagreements. It permits the parties to obtain an impartial expert and authorize him to decide disputes over the meaning and application of their contract. Arbitration is an efficient way to enforce contract obligations. It creates a "pocket of responsibility," so necessary for the business climate.

As a commercial tool arbitration has some clear-cut advantages over the traditional court system. Ordinarily, commerce is conducted across state and national lines, and the business client does not expect the services

⁹ *Lerma v. Allstate Ins. Co.*, 301 F. Supp. 361 (N.D. Ind. 1968); *Heisner v. Jones*, 184 Neb. 602, 169 N.W.2d 606 (1969).

¹⁰ See, e.g., Arkansas Uniform Arbitration Act, ARK. STAT. ANN. §§ 34-511 to -532 (Supp. 1969); Indiana Uniform Arbitration Law, IND. ANN. STAT. §§ 3-277 to -288 (Supp. 1970); Nevada Uniform Arbitration Act, NEV. REV. STAT. §§ 38.010-.205 (1969). South Dakota and New Mexico passed Uniform Arbitration Acts in the early months of 1971 (session laws not available at time of going to press).

¹¹ ARBITRATION NEWS, No. 6, June 1969, at 5, quoting a speech given at the annual luncheon of the Minneapolis Advisory Council, at St. Paul, Minnesota, Nov. 1968.

¹² Official records of the American Arbitration Association provided by the author.

of his attorney to expire at the border. Lawyers need a system that is independent of such limitations. By using arbitration, lawyers are able to leap over jurisdictional boundaries. The lawyer can follow his client's dispute to its logical place of hearing. He can represent his client without worrying about compliance with local rules of court practice. These considerations are particularly important for the large enterprise using form contracts.

Another advantage of arbitration is the privacy enjoyed by the parties. Most businessmen do not wish to publicize their disputes. Arbitration satisfies their need.

The businessman also desires simplicity and speed. Arbitration is a one-shot, final procedure. Using it, the businessman can obtain the advantages of a binding decision. He knows that he is giving up his right to appeal, but he relies upon the judgment and impartiality of his chosen arbitrator. Thus the selection of the arbitrator becomes extremely important. Agencies such as the American Arbitration Association serve an important function in this connection.¹³

It seems clear that in the future the use of arbitration by businessmen will increase. A decision-making system that can hurdle jurisdictional boundaries will appeal to corporations involved in interstate commerce. This is particularly true in industries where uniform printed forms are used. Furthermore, trial lawyers are becoming convinced that arbitration is a rewarding way to handle many types of litigation. The lawyer can achieve a higher hourly income in arbitration than in the courts. It is easy to see why. Hearings are scheduled at the lawyer's convenience, and less preliminary office work is required. Business logic increasingly will persuade businessmen to use arbitration. Most commercial decisions are made quickly and with little formality by business executives. The businessman tends to think that contested business decisions should be made in the same way. The simplicity of the arbitration system has a practical appeal.

II. THE TEXAS GENERAL ARBITRATION ACT

Unfortunately the arbitration law of Texas does not encourage Texas businessmen to arbitrate their disputes in Texas. The door is locked. Article 224 is the key:

A written agreement concluded upon the advice of counsel to both parties as evidenced by counsels' signatures thereto to submit any existing controversy to arbitration or a provision in a written contract concluded upon the advice of counsel to both parties as evidenced by counsels' signatures thereto to submit to arbitration any controversy thereafter arising between the parties is valid, enforceable and irrevocable, save upon such grounds as exist at law or in equity for the revocation of any contract. Provided, however, that none of the provisions of this Act shall apply to any labor union contract or to any arbitration agreements or to any arbitrations held pursuant to agreements between any employer and any employee of that employer or between their respective representatives, to any contract of insurance or any

¹³ Coulson, *Marketing a Modern Arbitration System*, 54 JUDICATURE 55 (1970).

*controversy thereunder, or to any construction contract or any document relating thereto.*¹⁴

The italicized provisions of this article are the fatal defects in the Texas law, eliminating any likelihood that business disputes arising in Texas will be arbitrated there.

A. Unrealistic Requirement that Counsel Sign Contracts

The requirement that parties' counsel sign the agreement as evidence that it has been executed "upon the advice of counsel" eliminates any substantial use of arbitration under the statute. This condition was not recommended by the sponsors of the legislation,¹⁵ nor was it a part of the uniform law upon which the Texas Act was modeled.¹⁶ As was mournfully reported by Paul Carrington, a leading sponsor of modern arbitration in Texas:

The new condition is one that is unique among all arbitration statutes. Standard modern practice is to require that an agreement be in writing of sufficient clarity that the parties may have the full opportunity of knowing the effect of the provisions. The 1846 Texas Act went further, as did many of the earlier arbitration acts in this country, in requiring that the written agreement be signed by the parties . . . It would seem intolerable to Texans for the legislature to require as a condition to every written contract, that each party employ a lawyer to sign the contract before it becomes effective. The invalidity of such a statute under the terms of the Texas constitution seems clear to this writer.¹⁷

He urged that this provision be repealed, calling it unfair and unreasonable.¹⁸ As Mr. Carrington further points out:

[T]he use of printed forms is an important and integral part of the transaction of modern business. What is wrong with making a deposit in a bank under conditions printed on a bank book? What is wrong with a printed sales order as executed by practically every manufacturer? What is wrong with printed forms of sales agreements, including warranties, submitted on the purchase of automobiles and other equipment? Or with printed forms for insurance policies or for oil leases or for countless other written agreements? The more complicated the terms and provisions of an agreement, the wiser is the policy of developing a printed form to which each of the parties can become accustomed in repetitive transactions of the sort. Specific tailor-made insertions in all such printed forms, deleting or changing clauses, are considered by the parties and are made in hundreds of Texas business transactions daily.¹⁹

No Texas court has ruled on the question of whether this provision is unfair. In fact, this and other defects in article 224 have resulted in a dearth of arbitration cases. One looks in vain for Texas cases interpreting the law.

¹⁴ TEX. REV. CIV. STAT. ANN. art. 224 (Supp. 1970) (emphasis added).

¹⁵ See Carrington 61.

¹⁶ UNIFORM ARBITRATION ACT.

¹⁷ Carrington 33.

¹⁸ *Id.* at 34.

¹⁹ *Id.* at 35.

B. *Exemption of Insurance and Construction Contract Disputes*

The Texas legislature specifically exempted insurance and construction contract controversies from the operation of the Act. At one stroke, this exemption eliminated the two largest categories of arbitration found in other states.

The arbitration of disputes over liability and damages under the uninsured motorist coverage of the family automobile policy constitutes a major public arbitration system in other parts of the country. Thousands of cases are arbitrated under this insurance coverage, arbitration having been proved a sensible way of resolving such disagreements between policy holders and their insurance companies. Representing claimants and insurance companies in the arbitration of uninsured motorist claims has become a significant source of income for trial attorneys in other states.²⁰

A parallel growth of cases has occurred in the field of construction arbitration. The Construction Industry Arbitration Rules of the American Arbitration Association are referred to in the general conditions of building contracts. Arbitration has come to be the generally accepted remedial procedure for disputes between contractors and owners, between subcontractors and contractors, and between design professionals and their clients. After an extensive survey of industry-wide experience with litigation and with arbitration, the leading organizations in the construction industry concluded that it made sense to resolve disputes through arbitration.²¹ In the construction industry an obvious need exists for cases to be determined by informed and experienced members of the industry since complex technological issues are ordinarily involved.

The American Arbitration Association now administers over a thousand such cases each year.²² In addition to the Accident Claims and Construction Tribunals administered by the American Arbitration Association, arbitration is used to resolve many other types of insurance and construction claims. Sometimes these arbitrations are handled directly by the parties. Sometimes they are administered by industry associations. The exemptions written into article 224 of the Texas Act cripple all such systems.

Many prominent Texas lawyers participated in the sponsorship of the Uniform Arbitration Act. In the late fifties this legislation had been approved by the American Bar Association.²³ In 1962 the Uniform Act was successively approved by the Texas State Bar Subcommittee on Arbitration, the Standing Committee of the Texas State Bar on Uniform State Laws, the Legislative Committee of the Texas State Bar and finally, by the Board

²⁰ In 1970 more than 12,500 personal injury claims, most of which involved uninsured motorists, were filed with the American Arbitration Association. Official records provided by the author.

²¹ Aksén, *Resolving Construction Contract Disputes Through Arbitration*, 23 *ARB. J.* (n.s.) 141 (1968).

²² In 1970, 21,870 claims were filed with the American Arbitration Association. These included 12,875 personal injury claims, mainly under uninsured motorist coverage; 6,337 labor cases; and 2,658 commercial matters. Official records provided by the author.

²³ The Uniform Arbitration Act was approved by the House of Delegates of the American Bar Association on August 26, 1955, and August 30, 1956.

of Directors of the Texas State Bar.²⁴ None of these various bodies recommended the peculiar restrictions now found in article 224.²⁵

The results of this legislation have not been beneficial to the Texas business community. Arbitration has occurred, but not in Texas. Mr. Carrington warned of this: "[T]he lawyers of Texas would enjoy a real benefit from arbitration conducted in Texas between Texans, but will never benefit from arbitration between Texans sent to other states in order to avoid the signatory requirement."²⁶

C. Arbitration Cases Since the 1965 Texas Act

Shortly after passage of the Texas Act, one commentator forecast that "in the coming years, Texas will be involved in a virtual judicial revolution—a revolution based upon the increased use of arbitration."²⁷ Unlikely! There will be no arbitration practice involving domestic, intrastate contracts in Texas until article 224 is amended.

If the contract involves interstate commerce, of course, the arbitration clause will probably be enforceable in Texas under the Federal Arbitration Act, even if it does involve insurance or construction.²⁸ But as to domestic, intrastate contract disputes, the Texas Act will encourage parties to specify that arbitration be in Illinois, New York, or any other jurisdiction where sensible arbitration legislation is available. As the above commentator correctly points out: "There is also very little doubt that the court would compel the parties to arbitrate even though in so doing the court would be forcing the parties to go to another jurisdiction."²⁹ Such action would be required under article 225 of the Act.³⁰ Even if an award is obtained *ex parte* and subsequently confirmed, all in a foreign jurisdiction, "a Texas court will enforce the judgment."³¹ Texas businessmen can easily obtain the benefits of arbitration by specifying that the arbitration be exported to a more hospitable jurisdiction.

Furthermore, the party seeking arbitration can enjoin Texas litigation:

Texas will not hesitate to dismiss the cause of action pending arbitration as agreed upon by the parties. In fact, the court will today go even further in holding the parties to their agreement. The court will, by mandatory injunction, compel the recalcitrant Texan to go into the foreign state to arbitrate. This change in law represents a dramatic change in attitude by the public and the courts toward arbitration.

The value of arbitration to businessmen, especially to those whose business activity is interstate, is tremendous. Arbitration is also of great value to the courts. A speedy, efficient and impartial means of relief is provided for the businessman, and the court dockets are a little less crowded than they might

²⁴ Carrington 60.

²⁵ *Id.* at 61.

²⁶ *Id.* at 36.

²⁷ Comment, *Interstate Arbitration Agreements and the General Arbitration Act of 1965*, 19 BAYLOR L. REV. 88, 89 (1967).

²⁸ United States Arbitration Act, 9 U.S.C. §§ 1-14 (1964).

²⁹ Comment, *supra* note 27, at 98.

³⁰ TEX. REV. CIV. STAT. ANN. art. 225(A) (Supp. 1970).

³¹ Comment, *supra* note 27, at 106.

otherwise be. It is no wonder that the courts are no longer jealous of the arbitrators.³²

Thus, we find the Texas Act forcing Texans to arbitrate in other states, but in many situations failing to encourage parties to arbitrate in Texas. As an attempt to protect the interests of Texans, article 224 is a dismal failure.

In his 1953 article Dean Sturges reported that "Texas courts have done their part to make the general arbitration statute a useful facility for the arbitration of causes."³³ My own review of recent arbitration cases in Texas convinces me that Texas courts still view arbitration favorably.

In *Brown v. Eubank*³⁴ the court held that an agreement to arbitrate, adopted by court order, was binding on both parties. The case involved a boundary dispute. After an initial judgment was reversed and remanded on appeal,³⁵ the parties agreed to select arbitrators. It was understood that the trial judge would select the third arbitrator, who was to be a land surveyor licensed in another county. The court approved the settlement agreement. Almost two years later the trial judge selected an impartial arbitrator, but he was a surveyor licensed in the county of jurisdiction. The claimant's attorney complained about the appointment, but continued to participate in the proceedings. A field report of the majority of the arbitrators was filed with the court. Only then did the claimant attempt to withdraw from the arbitration. The respondent sought judgment on the award. Under Texas common law either party could revoke a submission to arbitration any time before the award was rendered.³⁶ The arbitration submission in this case had been entered into prior to the passage of the 1965 Texas Act. In order to validate this award, the court had to make new law: "It has been held in other jurisdictions that arbitration agreements which would otherwise be considered common-law submissions, when made under a 'rule of court,' are irrevocable. No Texas case to that effect has come to our attention, but in our opinion the reasoning underlying the doctrine is sound and should be recognized here."³⁷ The court held that the arbitration agreement here was "more than a mere common-law contract."³⁸ Citing authorities from other states, the court ruled that the attempted withdrawal from the arbitration was ineffectual.

In another recent case, *REA Express v. Missouri Pacific R.R.*,³⁹ the court of civil appeals indicated that an arbitration agreement in a contract involving interstate commerce would be enforceable in a Texas court under the Federal Arbitration Act.⁴⁰ The defendant operated trains across state boundaries, and the disputed contract clearly concerned interstate com-

³² *Id.* at 110.

³³ Sturges, *supra* note 2, at 864.

³⁴ 443 S.W.2d 386 (Tex. Civ. App.—Dallas 1969).

³⁵ *Brown v. Eubank*, 378 S.W.2d 707 (Tex. Civ. App.—Tyler 1964), *error ref. n.r.e.*

³⁶ *Deep South Oil Co. v. Texas Gas Corp.*, 328 S.W.2d 897, 906 (Tex. Civ. App.—Beaumont 1959), *error ref. n.r.e.*

³⁷ 443 S.W.2d at 389.

³⁸ *Id.* at 390.

³⁹ 447 S.W.2d 721 (Tex. Civ. App.—Houston 1969).

⁴⁰ See text accompanying note 28 *supra*.

merce. The court held that the statement of national law declaring an arbitration agreement in such a contract to be valid, enforceable, and irrevocable was "equally applicable in state or federal courts."⁴¹ Unfortunately by participating in the litigation and by failing to file a demand for arbitration until almost twenty-seven months after the filing of the cross action, the plaintiff had waived its right to arbitrate. Nevertheless, this opinion indicates the readiness of Texas courts to enforce an arbitration agreement in a contract involving interstate commerce.

In *Carpenter v. North River Insurance Co.*⁴² the court of civil appeals upheld an award in a common-law arbitration where the respondent failed to prove that it had made a timely withdrawal. Plaintiff sought to reduce an uninsured motorist arbitration award to judgment. The trial court had dismissed the case, accepting the company's allegation that the Texas Act precluded the arbitration of disputes growing out of insurance policies. The trial court was reversed on the basis that the company had failed to sustain its burden of proving that it had withdrawn from the arbitration. The Texas Act was held not to be the exclusive procedure for arbitration in Texas. "The settlement of disputes by arbitration is favored in the law of Texas. The statutes relating to arbitration and award should be construed liberally in keeping with that principle."⁴³ Because statutory arbitration was not held to be the exclusive method of arbitrating disputes, and since the common-law arbitration had resulted in an award, judgment was given on the award.⁴⁴

It was noted that since 1895 another arbitration statute⁴⁵ had specifically provided for disputes between employers and employees. No language in that statute reserved to the parties the right to arbitrate under a common-law agreement. Nevertheless, in *Waco Transit Corp. v. Local 276, TWU*⁴⁶ a non-statutory arbitrator's award in a labor dispute was upheld.

The above cases indicate that, wherever possible, Texas courts are willing to uphold arbitration agreements on the basis that: (1) the agreement was a "rule of court"; (2) the contract comes under the coverage of the Federal Arbitration Act; and (3) the respondent failed to withdraw from a common-law arbitration in timely fashion. Texas courts have held that arbitration should be "favored."⁴⁷ Furthermore, the Texas Constitution requires the legislature to pass a "necessary and proper" arbitration law.⁴⁸ For all of the above reasons and more it would seem to be appropriate for the Texas legislature to modernize article 224 of the Texas General Arbitration Act. To do this requires only the replacement of the present article 224 with section 1 of the Uniform Law:

⁴¹ 447 S.W.2d at 726.

⁴² 436 S.W.2d 549 (Tex. Civ. App.—Houston 1969), *error ref. n.r.e.*

⁴³ *Id.* at 553.

⁴⁴ Earlier cases (e.g., *Huntington Corp. v. Inwood Constr. Co.*, 348 S.W.2d 442 (Tex. Civ. App.—Dallas 1961), *error ref. n.r.e.*), have distinguished arbitrations that have resulted in awards and mere agreements to arbitrate. The latter are considered to be void as against public policy.

⁴⁵ TEX. REV. CIV. STAT. ANN. arts. 239-49 (1969); see 436 S.W.2d at 553; Sturges, *supra* note 2, at 839.

⁴⁶ 402 S.W.2d 253 (Tex. Civ. App.—Waco 1966), *error ref. n.r.e.*

⁴⁷ *Brazoria County v. Knutson*, 142 Tex. 172, 176 S.W.2d 740 (1943).

⁴⁸ TEX. CONST. art. XVI, § 13.

Section 1. (Validity of Arbitration Agreement.) A written agreement to submit any existing controversy to arbitration or a provision in a written contract to submit to arbitration any controversy thereafter arising between the parties is valid, enforceable and irrevocable, save upon such grounds as exist at law or in equity for the revocation of any contract. . . .⁴⁹

Such a change would carry out the intent of section 21 of the Uniform Act, already included in the Texas Act as article 238-3: "This Act shall be construed as to effectuate its general purpose and make uniform the construction of those articles and sections that are enacted into the law of arbitration proceedings of other states."⁵⁰ Article 224 is presently inconsistent with every other arbitration statute passed in other states. A review of these statutes shows that exceptions are rare. Indiana excludes "consumer" disputes. Such a review also highlights the uniqueness of the "counsel signature" provision of the Texas Act.⁵¹

III. CONCLUSION

Until the Texas General Arbitration Act is amended, it will continue to stand as an impediment to the arbitration of domestic, intrastate disputes in Texas. Thousands of arbitration clauses placed in business contracts by unsuspecting merchants will be invalidated by the exceptions of article 224. The expectations of the leading Texas attorneys who sponsored this legislation, will be frustrated. Furthermore, sophisticated parties will continue to provide in their contracts for arbitration in other jurisdictions, thereby depriving Texas lawyers of an opportunity to resolve commercial disputes within their own jurisdiction. The problem can be solved very easily by amending article 224. The language originally recommended by the Texas Bar Association should replace the present, defective provision. Surely it is time for the Texas legislature to bring its "modern" arbitration law in line with other commercial states.

⁴⁹ UNIFORM ARBITRATION ACT § 1.

⁵⁰ TEX. REV. CIV. STAT. ANN. art. 238-4 (Supp. 1970).

⁵¹ *Id.* art. 224; see text accompanying notes 16-19 *supra*. Comparison may be made with the following state statutes: ALASKA STAT. §§ 09.43.010-180 (Supp. 1970); ARIZ. REV. STAT. ANN. §§ 12-1501 to -1516 (Supp. 1970); ARK. STAT. ANN. §§ 34-501 to -510 (1962); CAL. CIV. PRO. CODE §§ 1280-94 (West. Supp. 1970); CONN. GEN. STAT. REV. §§ 52-408 to -424 (1958); FLA. STAT. ANN. §§ 682.01-22 (Supp. 1971); HAWAII REV. STAT. §§ 658-1 to -15 (1968); ILL. REV. STAT. ch. 10, § 101 (1966); IND. ANN. STAT. §§ 3-201 to -220 (1968); LA. REV. STAT. §§ 4201-17 (1951); ME. REV. STAT. ANN. tit. 26, §§ 881-960 (1964); MD. ANN. CODE art. 7, §§ 1-23 (1968); MASS. GEN. LAWS ANN. ch. 251, §§ 1-19 (1968); MICH. COMP. LAWS §§ 600.5001-5035 (1968); MICH. SUP. CT. R. 769; MINN. STAT. §§ 572.08-.30 (Supp. 1970); NEV. REV. STAT. §§ 38.010-.205 (1969); N.H. REV. STAT. ANN. §§ 542:1-.10 (1955); N.Y. CIV. PRAC. LAW § 7501 (McKinney 1963); OHIO REV. CODE ANN. §§ 2711.01-.15 (Page Supp. 1970); ORE. REV. STAT. §§ 3.210-340 (1969); PA. STAT. ANN. tit. 5, §§ 1-181 (1963); R.I. GEN. LAWS ANN. §§ 10-3-1 to 10-3-20 (1969); VA. CODE ANN. §§ 8-503 to -507 (1957); WASH. REV. CODE §§ 7.04-010 to -220 (1961); WIS. STAT. §§ 298.01-.18 (1958); WYO. STAT. ANN. §§ 1-1025 to -1048 (Supp. 1969).