

Time

May 12 - 9:00 a.m. - 5:00 p.m.

Place

Law Offices - Keatinge and Sterling
458 South Spring Street
Los Angeles

AGENDA

for meeting of

CALIFORNIA LAW REVISION COMMISSION

Los Angeles

May 12, 1967

1. Approval of Minutes of April 1967 meeting (enclosed)
2. Study 50 - Leases
 Memorandum 67-32 (to be sent)
3. Study 63 - Evidence Code

Commercial Code Revisions

Memorandum 67-36 (enclosed) .

MINUTES OF MEETING

of

CALIFORNIA LAW REVISION COMMISSION

MAY 12, 1967

Los Angeles

A meeting of the California Law Revision Commission was held at the office of Keatinge and Sterling, 458 South Spring Street, Los Angeles, on May 12, 1967.

Present: Richard H. Keatinge, Chairman
Sho Sato, Vice Chairman
Hon. Alfred H. Song
John R. McDonough
Herman F. Selvin

Absent: Joseph A. Ball
James R. Edwards
Thomas E. Stanton, Jr.
George H. Murphy, ex officio

Note: The Speaker has not designated the Assembly member of the Commission.

Also present were John H. DeBully and Clarence B. Taylor of the Commission's staff, and Joseph B. Harvey, Special Consultant.

Also present were the following observers:

F. W. Audrain, Senior Vice President
Security Title Insurance Company
3444 Wilshire Boulevard
Los Angeles, California 90054 DU 1-3111

E. J. Caldecott
Suite 2204, One Wilshire Bldg.
Los Angeles, California MA 5-5811

Paul Fitting
McKenna & Fitting
427 West Fifth Street, Eighth Floor
Los Angeles, California 90013 MA 6-7611

Richard P. Roe
417 S. Hill Street, Suite 733
Los Angeles, California 90013 MA 4-3291

Edward B. Smith, III
453 S. Spring Street
Los Angeles, California 90013

Minutes
May 12, 1967

STUDY 50 - LEASES

The Commission considered Memorandum 67-32 and, after considerable discussion, directed the staff to present a redraft of the recommended legislation on leases for consideration at the June 2-3 meeting of the Commission. The redraft is to be prepared along the following lines:

1. A provision on mitigation of damages is to be included, to read substantially as follows:

(a) A party to a lease of real property that has been breached by the other party may not recover for any detriment caused by such breach that the breaching party proves could have been avoided through the exercise of reasonable diligence without undue risk of other substantial detriment.

(b) When a lease of real property has been breached by the lessee, subdivision (a) does not limit the recovery by the lessor if:

- (1) The rent stated in the lease is more than \$500 per month; or
- (2) The term stated in the lease is five years or longer.

2. A provision concerning liquidated damages (based on Section 3323) should be included.

3. A provision concerning forfeiture (based on Section 3325) should be included.

4. Where the landlord terminates right to possession under a lease because of breach by the lessee, the landlord is excused from further performance of his covenants under the lease.

5. No change should be made in Section 3308 of the Civil Code.

6. Any additional provision that the staff wishes to suggest for Commission consideration should be included in the revised statute.

Minutes
May 12, 1967

STUDY 63 - EVIDENCE CODE (COMMERCIAL CODE REVISIONS)

The Commission considered Memorandum 67-36 and took the following actions:

Section 1202

This section was amended to read in substance:

1202. (1) A bill of lading, policy or certificate of insurance official weigher's or inspector's certificate, consular invoice, or any other document authorized or required by the contract to be issued by a third party is admissible as evidence of the facts stated in the document by the third party in any action arising out of the contract which authorized or required the document.

(2) In any action arising out of the contract which authorized or required the document referred to in subdivision (1):

(a) A document in due form purporting to be the document referred to in subdivision (1) is presumed to be authentic and genuine. This presumption is a presumption affecting the burden of producing evidence.

(b) If the document is found to be authentic and genuine, the facts stated in the document by the third party are presumed to be true. This presumption is a presumption affecting the burden of proof. Nothing in this section precludes the parties from providing by contract that the document shall have a different effect than the effect prescribed in this section.

Section 4103

The amendment of this section is to be deleted from the bill. The Executive Secretary is to write to the Permanent Drafting Committee to determine what meaning should be given to subdivision (3).