

**Chart on Voluntary Dissolution of Partnerships
Partnerships at Will**

UPA Uniform Partnership Act (1914)	RUPA Uniform Partnership Act (1997)	TRPA Texas Revised Partnership Act art. 6132b—
<p>31. Dissolution is caused</p> <p>(1) Without violation of the agreement among the partners</p> <p>(b) by express will of any partner when no definite term or particular undertaking is specified,</p>	<p>601 A partner is dissociated from a partnership upon the occurrence of any of the following events:</p> <p>(1) the partnership’s having notice of the partner’s express will to withdraw as a partner ...;</p>	<p>6.01(b) An event of withdrawal occurs on:</p> <p>(1) receipt by the partnership of the partner’s express will withdraw as a partner...;</p>
<p>38(1) When dissolution is caused in any way, except in contravention of the partnership agreement, each partner ... unless otherwise agreed, may have the partnership property applied to discharge its liabilities, and the surplus applied to pay in cash the net amount owing to the respective partners.</p>	<p>801 A partnership is dissolved, and its business must be wound up, only upon the occurrence of any of the following events:</p> <p>(1) in a partnership at will, the partnership’s having notice from a partner, other than a partner who is dissociated under Section 601(2) through (10), of that partner’s express will to withdraw as a partner ...;</p>	<p>8.01(a) In a partnership that is not for a definite term or a particular undertaking <i>or in which the partnership agreement does not provide for winding up on a specified event</i>, the express will of a majority-in-interest of the partners who have not assigned their interests requires a winding up of the partnership.</p>
	<p>101 In this [Act]:</p> <p>(8) “Partnership at will” means a partnership in which the partners have not agreed to remain partners until the expiration of a definite term or the completion of a particular undertaking.</p>	<p>6.01(a) A partner ceases to be a partner on an event of withdrawal</p>
		<p>8.01(g) If a partnership is not for a definite term or a particular undertaking and its partnership agreement does not provide for winding up on a specified event, a request for winding up the partnership from a partner, other than a partner who has agreed not to withdraw, requires a winding up..., unless a majority-in-interest of the partners agree to continue the partnership.</p>
		<p>1.01. In this Act:</p> <p>(10) "Majority-in-interest" means, as to all or a specified group of partners, partners owning more than 50 percent of the current interest in the profits of the partnership owned by all of the partners or by the partners in the specified group, as appropriate.</p>

**Chart on Voluntary Dissolution of Partnerships
Partnerships Not At Will**

UPA Uniform Partnership Act (1914)	RUPA Uniform Partnership Act (1997)	TRPA Texas Revised Partnership Act art. 6132b—
<p>31. Dissolution is caused: (2) In contravention of the agreement between the partners, where the circumstances do not permit a dissolution under any other provision of this section, by the express will of any partner at any time;</p>	<p>601 A partner is dissociated from a partnership upon the occurrence of any of the following events: (1) the partnership’s having notice of the partner’s express will to withdraw as a partner ...;</p>	<p>6.01(b) An event of withdrawal occurs on: (1) receipt by the partnership of the partner’s express will withdraw as a partner...;</p>
	<p>602(b) A partner’s dissociation is wrongful only if: (1) it is in breach of an express provision of the partnership agreement; or (2) in the case of a partnership for a definite term or particular undertaking, before the expiration of the term or the completion of the undertaking: (i) the partner withdraws by express will, unless the withdrawal follows within 90 days after another partner’s dissociation by death or otherwise under Section 601(6) through (10) or wrongful dissociation under this subsection;</p>	<p>6.02(b) A partner’s withdrawal is wrongful only if: (1) it is in breach of an express provision of the partnership agreement; or (2) in the case of a partnership for a definite term or particular undertaking <i>or for which the partnership agreement provides for winding up on a specified event</i>, before the expiration of the term the completion of the undertaking <i>or the occurrence of the specified event</i>: (i) the partner withdraws by express will</p>
<p>38(2)When dissolution is caused in contravention of the partnership agreement...: (a) Each partner who has not caused dissolution wrongfully shall have: I. All the rights specified in [section 38(1)], and (b) The partners who have not caused the dissolution wrongfully, if they all desire to continue the business in the same name ..., may do so, during the agreed term for the partnership</p>	<p>801 A partnership is dissolved, and its business must be wound up, only upon the occurrence of any of the following events: (2) in a partnership for a definite term or particular undertaking: (i) within 90 days after a partner’s dissociation by death or otherwise under Section 601(6) through (10) or wrongful dissociation under Section 602(b), the express will of at least half of the remaining partners to wind up the partnership business, for which purpose a partner’s rightful dissociation pursuant to Section 602(b)(2)(i) constitutes the expression of that partner’s will to wind up the partnership business;</p>	<p>8.01 (b) In a partnership for a definite term or particular undertaking, winding up is required on (1) the express will of all the partners (c) In a partnership in which the partnership agreement provides for winding up on a specified event, winding up is required on (1) the express will of all the partners</p>

**Chart on Voluntary Dissolution of Partnerships
Partnerships Not At Will (cont.)**

UPA Uniform Partnership Act (1914)	RUPA Uniform Partnership Act (1997)	TRPA Texas Revised Partnership Act art. 6132b—
38(b) II. The right, as against each partner who has caused the dissolution wrongfully, to damages for breach of the agreement.	602(c) A partner who wrongfully dissociates is liable to the partnership and to the other partners for damages caused by the dissociation. * * *	6.02(c) A wrongfully withdrawing partner is liable to the partnership and to the other partners for damages caused by the withdrawal....
<p>(c) A partner who has caused the dissolution wrongfully shall have:</p> <p>I. If the business is not continued under the provisions of paragraph (2b) all the rights of a partner under [38(1)], subject [38(2a II)]</p> <p>II. If the business is continued under [38(2b)] the right ... to have the value of his interest in the partnership ... ascertained and paid to him in cash, ... and to be released from all existing liabilities of the partnership; but in ascertaining the value of the partner's interest the value of the good-will of the business shall not be considered.</p>	<p>701</p> <p>(a) If a partner is dissociated from a partnership without resulting in a dissolution and winding up of the partnership business under Section 801, the partnership shall cause the dissociated partner's interest in the partnership to be purchased for a buyout price determined pursuant to subsection (b).</p> <p>(b) The buyout price of a dissociated partner's interest is the amount that would have been distributable to the dissociating partner under Section 807(b) if, on the date of dissociation, the assets of the partnership were sold at a price equal to the greater of the liquidation value or the value based on a sale of the entire business as a going concern without the dissociated partner and the partnership were wound up as of that date.</p> <p>(d) A partnership shall indemnify a dissociated partner whose interest is being purchased against all partnership liabilities, whether incurred before or after the dissociation, except liabilities incurred by an act of the dissociated partner under Section 702.</p> <p>(h) A partner who wrongfully dissociates before the expiration of a definite term or the completion of a particular undertaking is not entitled to payment of any portion of the buyout price until the expiration of the term or completion of the undertaking, unless the partner establishes to the satisfaction of the court that earlier payment will not cause undue hardship to the business of the partnership. * * *</p>	<p>7.01</p> <p>(a) Redemption. If an event of withdrawal occurs under Sections 6.01(b)(1)- (9) and an event requiring a winding up does not occur ..., the partnership interest of the withdrawn partner automatically is redeemed by the partnership as of the date of withdrawal in accordance with this section.</p> <p>(b) Redemption Price. (1) The redemption price of a withdrawn partner's partnership interest is the fair value of the interest as of the date of withdrawal, except that the redemption price of the partnership interest of a partner who wrongfully withdraws before the expiration of a definite term, the completion of a particular undertaking, or the occurrence of a specified event requiring a winding up is the lesser of:</p> <p>(A) the fair value of the withdrawn partner's partnership interest as of the date of withdrawal; or</p> <p>(B) the amount that the withdrawn partner would have received if an event requiring a winding up had occurred at the time of the partner's withdrawal.</p> <p>(f) Indemnity. (1) A partnership shall indemnify a withdrawn partner against a partnership liability incurred before the withdrawal except</p> <p>* * *</p>