

Errata
ROSIN & CLOSEN
AGENCY, PARTNERSHIPS AND LIMITED LIABILITY COMPANIES

Page	Correction
34	At Note 6, insert space after " <i>Notis</i> ," and before "333"
37	At the end of the first full paragraph, delete the fragment: "and too little emphasis on the individual rights and obligations of each partner."
41	In Note 4, the reference to RUPA section 301(a) should be to section 307(a)
82	10th line from bottom (beginning ("fact, Kapperman")): "Truck Repair u Schladweiler ntil" should read "Truck Repair until"
83	At Note 3, in the fourth line "change this rule and hold" should read "changed this rule, and holds"
223	At fn. 52, second ¶ should be block indented
254	carryover ¶, second line "authority (inherent authority)" should read "power (inherent agency power)"
259	At Note 2, the last two words on the 6th line: "inherent authority?" should read "inherent agency power?"
260	At Note 4, 1st line of the page, "possible inherent authority" should read "possible inherent agency power"
261	At Note 4, line 3 of the carryover ¶, "of the agent's inherent authority." should read "of the agent's inherent agency power."
361	At Note 7, the first sentence that ends "or they can sell their shares?" should end with a period, instead of a question mark: "or they can sell their shares."
385	At the beginning of second line of the page, replace "§ 6(b)" with "§ 6.9(b)"

389	At Footnote 33: add italics: <i>Malone v. Brincat</i> delete italics: beginning with "Del. Supr." after "Brincat," to end of the parenthetical following the <i>Malone v. Brincat</i> citation
401	At note 2, line 4 "Chapter 2:" should read "Chapters 4 and 5:"
403	At problem 8.3, 1st paragraph, 2nd line "in the Mall..As" should read "in the Mall. As"
497	At Note 5, insert a tab at beginning of paragraph
633	In the calculation for Guthrie's capital account "\$24,050.50" should read "\$24,050.50")"
633	In the calculation for Parker's capital account "\$134,477.72)" should read "\$134,477.72"
635	In footnote C, second line "capital and claims for profits" should read "capital and for claims for profits"
642	In Problem 13.6, fifth line "the operating agreement provides for Dick and Jane" should read "the operating agreement provides for Dick, Jane and Sally"
642	In Part a of Problem 13.6, third line, the citation to Del. LLC Act "§ 18-402" should read "§§ 18-402, 504, 505"

681	<p>In Note 4, in the first full paragraph, in the first line of item (b) substitute "principal" for "third person" so that item (b) reads as follows:</p> <p style="padding-left: 40px;">(b) the principal had "specially accredited" the agent to the third person (a principal specially accredits an agent by inviting a third person to deal with the agent, <i>cf.</i> Restatement 128 comment a);</p>
725	<p>In the discussion of the Texas Revised Partnership Act, the section captioned "<i>Withdrawal</i>", add</p> <p style="padding-left: 40px;">"the RUPA."</p> <p>at the end of the first sentence, so that it reads</p> <p style="padding-left: 40px;">"The basic structure of the Texas Revised Partnership Act ("TRPA") is similar to that of the RUPA."</p>
725	<p>In the discussion of the Texas Revised Partnership Act, the section captioned "<i>Winding Up</i>", third line from the bottom of the page</p> <p style="padding-left: 40px;">"Unless the partnershiip Agreement provides others,"</p> <p>should read</p> <p style="padding-left: 40px;">"Unless the partnership agreement provides otherwise,"</p>
726	<p>In the carryover paragraph, the citation after the quotation in subparagraph (b) should be flush with the text of subparagraph (b).</p>
726	<p>The last paragraph <i>before</i> the heading "Note on Withdrawal and Dissolution in Limited Partnerships" which reads</p> <p style="padding-left: 40px;">"Where a partner withdraws, and the partnership is not required to be wound up, the partnership must purchase the interest of the withdrawing partner. TRPA § 7.01(a)."</p> <p>should not be block indented.</p>
740	<p>In Note 1, in the third line from the bottom of the Note, which begins</p> <p style="padding-left: 40px;">"that the partnership would not"</p> <p>should instead read</p> <p style="padding-left: 40px;">"provided that the partnership would not"</p>

749	<p>Delete the two paragraphs at the top of the page, and substitute:</p> <p>Mission Supply Service, which is wholly owned by George, has sold the partnership all linen and machinery used in the day-to-day operation of its business. Since 1949, the partnership has paid Mission Supply Service a total of \$234,114.34. The proceeds of the loans from Bank of America was used to pay Mission Supply Service.</p> <p>In April, 1959, George dissolved the partnership, and demanded that it be liquidated. H.B. argues that George is acting in bad faith, and is attempting to use his superior financial position to appropriate the now profitable business of the partnership. H.B. believes that the amount owed Mission Supply Service may make it difficult to sell the business as a going concern. He fears that upon dissolution he will receive very little and that George will receive a business that has become very profitable. H.B. charges that George was content to share the losses but now that the business has become profitable, he wishes to keep all the gains. <i>See Page v. Page</i>, 55 Cal.2d 192, 359 P.2d 41, 10 Cal. Rptr. 643 (1961)(<i>en banc</i>).</p>
757	<p>In Note 5, first line, change the spelling of <i>Mongteleone v. Monteleone</i>, so that it reads <i>Monteleone v. Monteleone</i>,</p>
768	<p>In Note 2, in the last line of item (b), add "take" before the word "improper" so that item (b) reads</p> <p>b. In <i>Konover Development Corp. v. Zeller</i>, was Konover Development Corp. trying to take improper advantage of Zeller?</p>
769	<p>In Note 7, in the ¶ following the quotation from <i>Nicholes v. Hunt</i>,</p> <p>"a court-supervised auction of business"</p> <p>should read</p> <p>"a court-supervised auction of the business"</p>
839	<p>In Note 3, in the first line of page 839, substitute a comma for the period following the citation for <i>Johnson v. Buck</i>.</p>

839	<p>In Note 4, the discussion of <i>ONG International (U.S.A.) Inc. v. 11th Avenue Corp.</i> in part b should read as follows:</p> <p>b. In <i>ONG International (U.S.A.) Inc. v. 11th Avenue Corp.</i>, the court reasoned that when a relationship becomes adversarial and the partners deal at arm's length, their fiduciary duties to each other may be extinguished 850 P.2d at 454. Nevertheless, under the facts of that case, it upheld the trial court finding of "a fiduciary relationship and its concomitant duty to disclose." <i>Id.</i> The court reasoned that the duty to disclose was appropriate because the defendant managing partner "controlled and withheld relevant partnership information," and thus had greater access. <i>Id.</i></p>
-----	---

Please send additional errors to Prof. Rosin at <grosin@stcl.edu>.