

"the" is substituted for the word "such."

The only other changes are technical changes in punctuation.

9-608. RIGHT TO WIND UP.

UNLESS OTHERWISE AGREED, THE PARTNERS WHO HAVE NOT WRONGFULLY DISSOLVED THE PARTNERSHIP OR THE LEGAL REPRESENTATIVE OF THE LAST SURVIVING PARTNER, NOT BANKRUPT, HAS THE RIGHT TO WIND UP THE PARTNERSHIP AFFAIRS; PROVIDED, HOWEVER, THAT ANY PARTNER, HIS LEGAL REPRESENTATIVE, OR HIS ASSIGNEE, UPON CAUSE SHOWN, MAY OBTAIN WINDING UP BY THE COURT.

REVISOR'S NOTE: This section presently appears as Art. 73A, §37.

No changes are made.

9-609. RIGHTS OF PARTNERS AS TO APPLICATION OF PARTNERSHIP PROPERTY.

(A) WHEN DISSOLUTION IS CAUSED IN ANY WAY, EXCEPT IN CONTRAVENTION OF THE PARTNERSHIP AGREEMENT, EACH PARTNER, AS AGAINST HIS COPARTNERS AND ALL PERSONS CLAIMING THROUGH THEM IN RESPECT OF THEIR INTERESTS IN THE PARTNERSHIP, 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. BUT IF DISSOLUTION IS CAUSED BY EXPULSION OF A PARTNER, BONA FIDE UNDER THE PARTNERSHIP AGREEMENT, AND IF THE EXPELLED PARTNER IS DISCHARGED FROM ALL PARTNERSHIP LIABILITIES, EITHER BY PAYMENT OR AGREEMENT UNDER §9-607 (B), HE SHALL RECEIVE IN CASH ONLY THE NET AMOUNT DUE HIM FROM THE PARTNERSHIP.

(B) WHEN DISSOLUTION IS CAUSED IN CONTRAVENTION OF THE PARTNERSHIP AGREEMENT, THE RIGHTS OF THE PARTNERS SHALL BE AS FOLLOWS:

(1) EACH PARTNER WHO HAS NOT CAUSED DISSOLUTION WRONGFULLY SHALL HAVE:

(I) ALL THE RIGHTS SPECIFIED IN SUBSECTION (A) OF THIS SECTION; AND

(II) THE RIGHT, AS AGAINST EACH PARTNER WHO HAS CAUSED THE DISSOLUTION WRONGFULLY, TO DAMAGES FOR BREACH OF THE AGREEMENT.

(2) THE PARTNERS WHO HAVE NOT CAUSED THE DISSOLUTION WRONGFULLY, IF THEY ALL DESIRE TO CONTINUE