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HOUSE BILL 255  
42ND LEGISLATURE - STATE OF NEW MEXICO - SECOND SESSION, 1996  
INTRODUCED BY  
RICHARD T. "DICK" KNOWLES

AN ACT  
RELATING TO PARTNERSHIP; ENACTING THE UNIFORM PARTNERSHIP  
ACT (1994); ESTABLISHING PROCEDURES AND STANDARDS FOR THE  
OPERATION OF PARTNERSHIPS; REPEALING AND ENACTING SECTIONS  
OF THE NMSA 1978.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW  
MEXICO:

ARTICLE 1  
GENERAL PROVISIONS

Section 101. DEFINITIONS. -- As used in the Uniform  
Partnership Act (1994):

(1) "business" includes every trade, occupation  
and profession;

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1                   (2) "debtor in bankruptcy" means a person who  
2 is the subject of:

3                   (i) an order for relief under Title 11 of  
4 the United States Code or a comparable order under a  
5 successor statute of general application; or

6                   (ii) a comparable order under federal,  
7 state or foreign law governing insolvency;

8                   (3) "distribution" means a transfer of money or  
9 other property from a partnership to a partner in the  
10 partner's capacity as a partner or to the partner's  
11 transferee;

12                   (4) "foreign registered limited liability  
13 partnership" means a registered limited liability  
14 partnership formed pursuant to an agreement governed by  
15 the laws of another jurisdiction and registered under the  
16 laws of that jurisdiction;

17                   (5) "partnership" means an association of two  
18 or more persons to carry on as co-owners a business for  
19 profit formed under Section 202, predecessor law, or  
20 comparable law of another jurisdiction, and includes a  
21 registered limited liability partnership;

22                   (6) "partnership agreement" means the  
23  
24  
25

1 agreement, whether written, oral or implied, among the  
2 partners concerning the partnership, including amendments  
3 to the partnership agreement;

4 (7) "partnership at will" means a partnership  
5 in which the partners have not agreed to remain partners  
6 until the expiration of a definite term or the completion  
7 of a particular undertaking;

8 (8) "partnership interest" or "partner's  
9 interest in the partnership" means all of a partner's  
10 interests in the partnership, including the partner's  
11 transferable interest and all management and other rights;

12 (9) "person" means an individual, corporation,  
13 business trust, estate, trust, partnership, limited  
14 liability company, association, joint venture, government,  
15 governmental subdivision, agency or instrumentality or any  
16 other legal or commercial entity;

17 (10) "property" means all property, real,  
18 personal or mixed, tangible or intangible, or any interest  
19 therein;

20 (11) "registered limited liability partnership"  
21 includes a partnership formed pursuant to an agreement  
22 governed by the laws of this state, registered under  
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1 Section 54-1-44 NMSA 1978 and complying with Section 54-1-  
2 45 NMSA 1978;

3 (12) "state" means a state of the United  
4 States, the district of Columbia, the commonwealth of  
5 Puerto Rico or any territory or insular possession subject  
6 to the jurisdiction of the United States;  
7

8 (13) "statement" means a statement of  
9 partnership authority under Section 303, a statement of  
10 denial under Section 304, a statement of dissociation  
11 under Section 704, a statement of dissolution under  
12 Section 805, a statement of merger under Section 907 or an  
13 amendment or cancellation of any of the foregoing; and  
14

15 (14) "transfer" includes an assignment,  
16 conveyance, lease, mortgage, deed and encumbrance.

17 Section 102. KNOWLEDGE AND NOTICE. --

18 (a) A person knows a fact if the person has  
19 actual knowledge of it.

20 (b) A person has notice of a fact if the  
21 person:

- 22 (1) knows of it;  
23 (2) has received a notification of it; or  
24 (3) has reason to know it exists from all  
25

1 of the facts known to the person at the time in question.

2 (c) A person notifies or gives a notification  
3 to another by taking steps reasonably required to inform  
4 the other person in ordinary course, whether or not the  
5 other person learns of it.

6 (d) A person receives a notification when the  
7 notification:  
8

9 (1) comes to the person's attention; or

10 (2) is duly delivered at the person's  
11 place of business or at any other place held out by the  
12 person as a place for receiving communications.

13 (e) Except as otherwise provided in Subsection  
14 (f), a person other than an individual knows, has notice  
15 or receives a notification of a fact for purposes of a  
16 particular transaction when the individual conducting the  
17 transaction knows, has notice or receives a notification  
18 of the fact, or in any event when the fact would have been  
19 brought to the individual's attention, if the person had  
20 exercised reasonable diligence. The person exercises  
21 reasonable diligence if it maintains reasonable routines  
22 for communicating significant information to the  
23 individual conducting the transaction and there is  
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1 reasonable compliance with the routines. Reasonable  
2 diligence does not require an individual acting for the  
3 person to communicate information unless the communication  
4 is part of the individual's regular duties or the  
5 individual has reason to know of the transaction and that  
6 the transaction would be materially affected by the  
7 information.  
8

9 (f) A partner's knowledge, notice or receipt of  
10 a notification of a fact relating to the partnership is  
11 effective immediately as knowledge by, notice to or  
12 receipt of a notification by the partnership, except in  
13 the case of a fraud on the partnership committed by or  
14 with the consent of that partner.  
15

16 Section 103. EFFECT OF PARTNERSHIP AGREEMENT--  
17 NONWAIVABLE PROVISIONS. --

18 (a) Except as otherwise provided in Subsection  
19 (b), relations among the partners and between the partners  
20 and the partnership are governed by the partnership  
21 agreement. To the extent the partnership agreement does  
22 not otherwise provide, the Uniform Partnership Act (1994)  
23 governs relations among the partners and between the  
24 partners and the partnership.  
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(b) The partnership agreement may not:

(1) vary the rights and duties under Section 105, except to eliminate the duty to provide copies of statements to all of the partners;

(2) unreasonably restrict the right of access to books and records under Section 403(b);

(3) eliminate the duty of loyalty under Section 404(b) or 603(b)(3), but:

(i) the partnership agreement may identify specific types or categories of activities that do not violate the duty of loyalty, if not manifestly unreasonable; or

(ii) all of the partners or a number or percentage specified in the partnership agreement may authorize or ratify, after full disclosure of all material facts, a specific act or transaction that would violate the duty of loyalty;

(4) unreasonably reduce the duty of care under Section 404(c) or 603(b)(3);

(5) eliminate the obligation of good faith and fair dealing under Section 404(d), but the partnership agreement may prescribe the standards by which the

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1 performance of the obligation is to be measured, if the  
2 standards are not manifestly unreasonable;

3 (6) vary the power to dissociate as a  
4 partner under Section 602(a), except to require the notice  
5 under Section 601(1) to be in writing;

6 (7) vary the right of a court to expel a  
7 partner in the events specified in Section 601(5);

8 (8) vary the requirement to wind up the  
9 partnership business in cases specified in Section 801(4),  
10 (5) or (6); or

11 (9) restrict rights of third parties under  
12 the Uniform Partnership Act (1994).

13 Section 104. SUPPLEMENTAL PRINCIPLES OF LAW. --

14 (a) Unless displaced by particular provisions  
15 of the Uniform Partnership Act (1994), the principles of  
16 law and equity supplement that act.

17 (b) If an obligation to pay interest arises  
18 under the Uniform Partnership Act (1994) and the rate is  
19 not specified, the rate is that specified in Section 56-8-  
20 4 NMSA 1978.

21 Section 105. EXECUTION, FILING AND RECORDING OF  
22 STATEMENTS. --



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(a) A statement may be filed in the office of the secretary of state. A certified copy of a statement that is filed in an office in another state may be filed in the office of the secretary of state. Either filing has the effect provided in the Uniform Partnership Act (1994) with respect to partnership property located in or transactions that occur in this state.

(b) A certified copy of a statement that has been filed in the office of the secretary of state and recorded in the office for recording transfers of real property has the effect provided for recorded statements in the Uniform Partnership Act (1994). A recorded statement that is not a certified copy of a statement filed in the office of the secretary of state does not have the effect provided for recorded statements in that act.

(c) A statement filed by a partnership must be executed by at least two partners. Other statements must be executed by a partner or other person authorized by the Uniform Partnership Act (1994). An individual who executes a statement as, or on behalf of, a partner or other person named as a partner in a statement shall

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1 personally declare under penalty of perjury that the  
2 contents of the statement are accurate.

3 (d) A person authorized by the Uniform  
4 Partnership Act (1994) to file a statement may amend or  
5 cancel the statement by filing an amendment or  
6 cancellation that names the partnership, identifies the  
7 statement and states the substance of the amendment or  
8 cancellation.  
9

10 (e) A person who files a statement pursuant to  
11 this section shall promptly send a copy of the statement  
12 to every nonfiling partner and to any other person named  
13 as a partner in the statement. Failure to send a copy of  
14 a statement to a partner or other person does not limit  
15 the effectiveness of the statement as to a person not a  
16 partner.  
17

18 (f) The secretary of state may collect a fee  
19 for filing or providing a certified copy of a statement.  
20 The officer responsible for recording transfers of real  
21 property may collect a fee for recording a statement.

22 Section 106. LAW GOVERNING INTERNAL RELATIONS. -- The  
23 law of the jurisdiction in which a partnership has its  
24 chief executive office governs the relations among the  
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1 partners and the partnership.

2 Section 107. PARTNERSHIP SUBJECT TO AMENDMENT OR  
3 REPEAL OF THE UNIFORM PARTNERSHIP ACT (1994). -- A  
4 partnership governed by the Uniform Partnership Act (1994)  
5 is subject to any amendment to or repeal of that act.

6  
7 ARTICLE 2

8 NATURE OF PARTNERSHIP

9 Section 201. PARTNERSHIP AS ENTITY. -- A partnership  
10 is an entity distinct from its partners.

11 Section 202. FORMATION OF PARTNERSHIP. --

12 (a) Except as otherwise provided in Subsection  
13 (b), the association of two or more persons to carry on as  
14 co-owners a business for profit forms a partnership,  
15 whether or not the persons intend to form a partnership.

16  
17 (b) An association formed under a statute other  
18 than the Uniform Partnership Act (1994), a predecessor  
19 statute or a comparable statute of another jurisdiction is  
20 not a partnership under that act.

21 (c) In determining whether a partnership is  
22 formed, the following rules apply:

23 (1) joint tenancy, tenancy in common,  
24 tenancy by the entireties, joint property, common property  
25

1 or part ownership does not by itself establish a  
2 partnership, even if the co-owners share profits made by  
3 the use of the property;

4 (2) the sharing of gross returns does not  
5 by itself establish a partnership, even if the persons  
6 sharing them have a joint or common right or interest in  
7 property from which the returns are derived; and

8 (3) a person who receives a share of the  
9 profits of a business is presumed to be a partner in the  
10 business, unless the profits were received in payment:  
11

12 (i) of a debt by installments or  
13 otherwise;

14 (ii) for services as an independent  
15 contractor or of wages or other compensation to an  
16 employee;

17 (iii) of rent;

18 (iv) of an annuity or other  
19 retirement or health benefit to a beneficiary,  
20 representative or designee of a deceased or retired  
21 partner;

22 (v) of interest or other charge on a  
23 loan, even if the amount of payment varies with the  
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1 profits of the business, including a direct or indirect  
2 present or future ownership of the collateral, or rights  
3 to income, proceeds or increase in value derived from the  
4 collateral; or

5 (vi) for the sale of the goodwill of  
6 a business or other property by installments or otherwise.  
7

8 Section 203. PARTNERSHIP PROPERTY. -- Property  
9 acquired by a partnership is property of the partnership  
10 and not of the partners individually.

11 Section 204. WHEN PROPERTY IS PARTNERSHIP PROPERTY. -  
12 -

13 (a) Property is partnership property if  
14 acquired in the name of:

15 (1) the partnership; or

16 (2) one or more partners with an  
17 indication in the instrument transferring title to the  
18 property of the person's capacity as a partner or of the  
19 existence of a partnership but without an indication of  
20 the name of the partnership.  
21

22 (b) Property is acquired in the name of the  
23 partnership by a transfer to:

24 (1) the partnership in its name; or  
25

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1                   (2) one or more partners in their capacity  
2 as partners in the partnership, if the name of the  
3 partnership is indicated in the instrument transferring  
4 title to the property.

5                   (c) Property is presumed to be partnership  
6 property if purchased with partnership assets, even if not  
7 acquired in the name of the partnership or of one or more  
8 partners with an indication in the instrument transferring  
9 title to the property of the person's capacity as a  
10 partner or of the existence of a partnership.

11                   (d) Property acquired in the name of one or  
12 more of the partners, without an indication in the  
13 instrument transferring title to the property of the  
14 person's capacity as a partner or of the existence of a  
15 partnership and without use of partnership assets, is  
16 presumed to be separate property, even if used for  
17 partnership purposes.

18  
19  
20                   **ARTICLE 3**

21                   **RELATIONS OF PARTNERS TO**

22                   **PERSONS DEALING WITH PARTNERSHIP**

23                   Section 301. PARTNER AGENT OF PARTNERSHIP. -- Subject  
24 to the effect of a statement of partnership authority  
25

1 under Section 303:

2 (1) each partner is an agent of the partnership  
3 for the purpose of its business. An act of a partner,  
4 including the execution of an instrument in the  
5 partnership name, for apparently carrying on in the  
6 ordinary course the partnership business or business of  
7 the kind carried on by the partnership binds the  
8 partnership, unless the partner had no authority to act  
9 for the partnership in the particular matter and the  
10 person with whom the partner was dealing knew or had  
11 received a notification that the partner lacked authority;  
12 and

14 (2) an act of a partner which is not apparently  
15 for carrying on in the ordinary course the partnership  
16 business or business of the kind carried on by the  
17 partnership binds the partnership only if the act was  
18 authorized by the other partners.

19 Section 302. TRANSFER OF PARTNERSHIP PROPERTY. --

21 (a) Partnership property may be transferred as  
22 follows:

23 (1) subject to the effect of a statement  
24 of partnership authority under Section 303, partnership  
25

1 property held in the name of the partnership may be  
2 transferred by an instrument of transfer executed by a  
3 partner in the partnership name;

4 (2) partnership property held in the name  
5 of one or more partners with an indication in the  
6 instrument transferring the property to them of their  
7 capacity as partners or of the existence of a partnership,  
8 but without an indication of the name of the partnership,  
9 may be transferred by an instrument of transfer executed  
10 by the persons in whose name the property is held; and

11 (3) partnership property held in the name  
12 of one or more persons other than the partnership, without  
13 an indication in the instrument transferring the property  
14 to them of their capacity as partners or of the existence  
15 of a partnership, may be transferred by an instrument of  
16 transfer executed by the persons in whose name the  
17 property is held.

18 (b) A partnership may recover partnership  
19 property from a transferee only if it proves that  
20 execution of the instrument of initial transfer did not  
21 bind the partnership under Section 301 and:  
22  
23  
24

25 (1) as to a subsequent transferee who gave



1 value for property transferred under Subsection (a)(1) and  
2 (2), proves that the subsequent transferee knew or had  
3 received a notification that the person who executed the  
4 instrument of initial transfer lacked authority to bind  
5 the partnership; or

6  
7 (2) as to a transferee who gave value for  
8 property transferred under Subsection (a)(3), proves that  
9 the transferee knew or had received a notification that  
10 the property was partnership property and that the person  
11 who executed the instrument of initial transfer lacked  
12 authority to bind the partnership.

13 (c) A partnership may not recover partnership  
14 property from a subsequent transferee if the partnership  
15 would not have been entitled to recover the property,  
16 under Subsection (b), from any earlier transferee of the  
17 property.

18 (d) If a person holds all of the partners'  
19 interests in the partnership, all of the partnership  
20 property vests in that person. The person may execute a  
21 document in the name of the partnership to evidence  
22 vesting of the property in that person and may file or  
23 record the document.  
24  
25

1           Section 303.   STATEMENT OF PARTNERSHIP AUTHORITY. --

2                   (a) A partnership may file a statement of  
3 partnership authority which:

4                           (1) must include:

5                                   (i) the name of the partnership;

6                                   (ii) the street address of its chief  
7 executive office and of one office in this state, if there  
8 is one;

9                                   (iii) the names and mailing addresses  
10 of all of the partners or of an agent appointed and  
11 maintained by the partnership for the purpose of  
12 Subsection (b); and  
13

14                                   (iv) the names of the partners  
15 authorized to execute an instrument transferring real  
16 property held in the name of the partnership; and  
17

18                           (2) may state the authority, or  
19 limitations on the authority, of some or all of the  
20 partners to enter into other transactions on behalf of the  
21 partnership and any other matter.

22                   (b) If a statement of partnership authority  
23 names an agent, the agent shall maintain a list of the  
24 names and mailing addresses of all of the partners and  
25

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1 make it available to any person on request for good cause  
2 shown.

3 (c) If a filed statement of partnership  
4 authority is executed pursuant to Section 105(c) and  
5 states the name of the partnership but does not contain  
6 all of the other information required by Subsection (a),  
7 the statement nevertheless operates with respect to a  
8 person not a partner as provided in Subsections (d) and  
9 (e).

11 (d) Except as otherwise provided in Subsection  
12 (g), a filed statement of partnership authority  
13 supplements the authority of a partner to enter into  
14 transactions on behalf of the partnership as follows:

15 (1) except for transfers of real property,  
16 a grant of authority contained in a filed statement of  
17 partnership authority is conclusive in favor of a person  
18 who gives value without knowledge to the contrary, so long  
19 as and to the extent that a limitation on that authority  
20 is not then contained in another filed statement. A filed  
21 cancellation of a limitation on authority revives the  
22 previous grant of authority; and

23 (2) a grant of authority to transfer real  
24  
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1 property held in the name of the partnership contained in  
2 a certified copy of a filed statement of partnership  
3 authority recorded in the office for recording transfers  
4 of that real property is conclusive in favor of a person  
5 who gives value without knowledge to the contrary, so long  
6 as and to the extent that a certified copy of a filed  
7 statement containing a limitation on that authority is not  
8 then of record in the office for recording transfers of  
9 that real property. The recording in the office for  
10 recording transfers of that real property of a certified  
11 copy of a filed cancellation of a limitation on authority  
12 revives the previous grant of authority.  
13

14 (e) A person not a partner is deemed to know of  
15 a limitation on the authority of a partner to transfer  
16 real property held in the name of the partnership if a  
17 certified copy of the filed statement containing the  
18 limitation on authority is of record in the office for  
19 recording transfers of that real property.  
20

21 (f) Except as otherwise provided in Subsections  
22 (d) and (e) and Sections 704 and 805, a person not a  
23 partner is not deemed to know of a limitation on the  
24 authority of a partner merely because the limitation is  
25

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1 contained in a filed statement.

2 (g) Unless earlier canceled, a filed statement  
3 of partnership authority is canceled by operation of law  
4 five years after the date on which the statement, or the  
5 most recent amendment, was filed with the secretary of  
6 state.  
7

8 Section 304. STATEMENT OF DENIAL. -- A partner or  
9 other person named as a partner in a filed statement of  
10 partnership authority or in a list maintained by an agent  
11 pursuant to Section 303(b) may file a statement of denial  
12 stating the name of the partnership and the fact that is  
13 being denied, which may include denial of a person's  
14 authority or status as a partner. A statement of denial  
15 is a limitation on authority as provided in Section 303(d)  
16 and (e).  
17

18 Section 305. PARTNERSHIP LIABLE FOR PARTNER'S  
19 ACTIONABLE CONDUCT. --

20 (a) A partnership is liable for loss or injury  
21 caused to a person, or for a penalty incurred, as a result  
22 of a wrongful act or omission, or other actionable  
23 conduct, of a partner acting in the ordinary course of  
24 business of the partnership or with authority of the  
25

1 partnership.

2 (b) If, in the course of the partnership's  
3 business or while acting with the authority of the  
4 partnership, a partner receives or causes the partnership  
5 to receive money or property of a person not a partner,  
6 and the money or property is misapplied by a partner, the  
7 partnership is liable for the loss.  
8

9 Section 306. PARTNER'S LIABILITY. --

10 (a) Except as otherwise provided in Subsections  
11 (b) and (c), all partners are liable jointly and severally  
12 for all obligations of the partnership unless otherwise  
13 agreed by the claimant or provided by law.

14 (b) A person admitted as a partner into an  
15 existing partnership is not personally liable for any  
16 partnership obligation incurred before the person's  
17 admission as a partner.

18 (c) Subject to Subsection (b), a partner in a  
19 registered limited liability partnership is not liable  
20 directly or indirectly, by way of indemnification,  
21 contribution or otherwise, for debts, obligations and  
22 liabilities of or chargeable to the partnership or another  
23 partner or partners, whether in tort, contract or  
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1 otherwise, arising from omissions, negligence, wrongful  
2 acts, misconduct or malpractice committed while the  
3 partnership is a registered limited liability partnership  
4 and in the course of the partnership business by another  
5 partner or an employee, agent or representative of the  
6 partnership.  
7

8 (d) Subsection (c) shall not affect the  
9 liability of a partner in a registered limited liability  
10 partnership for the partner's own omission, negligence,  
11 wrongful act, misconduct or malpractice or that of any  
12 person under the partner's direct supervision and control.  
13

14 (e) A partner in a registered limited liability  
15 partnership is not a proper party to a proceeding by or  
16 against a registered limited liability partnership, the  
17 object of which is to recover damages or enforce the  
18 obligations arising out of the omissions, negligence,  
19 wrongful acts, misconduct or malpractice of the type  
20 described in Subsection (c) unless such partner is  
21 personally liable under Subsection (d).  
22

23 **Section 307. ACTIONS BY AND AGAINST PARTNERSHIP AND**  
24 **PARTNERS. --**

25 (a) A partnership may sue and be sued in the

1 name of the partnership.

2 (b) An action may be brought against the  
3 partnership and any or all of the partners in the same  
4 action or in separate actions.

5 (c) A judgment against a partnership is not by  
6 itself a judgment against a partner. A judgment against a  
7 partnership may not be satisfied from a partner's assets  
8 unless there is also a judgment against the partner.

9 (d) A judgment creditor of a partner may not  
10 levy execution against the assets of the partner to  
11 satisfy a judgment based on a claim against the  
12 partnership unless:  
13

14 (1) a judgment based on the same claim has  
15 been obtained against the partnership and a writ of  
16 execution on the judgment has been returned unsatisfied in  
17 whole or in part;

18 (2) the partnership is a debtor in  
19 bankruptcy;

20 (3) the partner has agreed that the  
21 creditor need not exhaust partnership assets;

22 (4) a court grants permission to the  
23 judgment creditor to levy execution against the assets of  
24  
25



1 a partner based on a finding that partnership assets  
2 subject to execution are clearly insufficient to satisfy  
3 the judgment, that exhaustion of partnership assets is  
4 excessively burdensome, or that the grant of permission is  
5 an appropriate exercise of the court's equitable powers;  
6 or  
7

8 (5) liability is imposed on the partner by  
9 law or contract independent of the existence of the  
10 partnership.

11 (e) This section applies to any partnership  
12 liability or obligation resulting from a representation by  
13 a partner or purported partner under Section 308.

14 Section 308. LIABILITY OF PURPORTED PARTNER. --

15 (a) If a person, by words or conduct, purports  
16 to be a partner, or consents to being represented by  
17 another as a partner, in a partnership or with one or more  
18 persons not partners, the purported partner is liable to a  
19 person to whom the representation is made, if that person,  
20 relying on the representation, enters into a transaction  
21 with the actual or purported partnership. If the  
22 representation, either by the purported partner or by a  
23 person with the purported partner's consent, is made in a  
24  
25

1 public manner, the purported partner is liable to a person  
2 who relies upon the purported partnership even if the  
3 purported partner is not aware of being held out as a  
4 partner to the claimant. If partnership liability  
5 results, the purported partner is liable with respect to  
6 that liability as if the purported partner were a partner.  
7 If no partnership liability results, the purported partner  
8 is liable with respect to that liability jointly and  
9 severally with any other person consenting to the  
10 representation.  
11

12 (b) If a person is thus represented to be a  
13 partner in an existing partnership, or with one or more  
14 persons not partners, the purported partner is an agent of  
15 persons consenting to the representation to bind them to  
16 the same extent and in the same manner as if the purported  
17 partner were a partner, with respect to persons who enter  
18 into transactions in reliance upon the representation. If  
19 all of the partners of the existing partnership consent to  
20 the representation, a partnership act or obligation  
21 results. If fewer than all of the partners of the  
22 existing partnership consent to the representation, the  
23 person acting and the partners consenting to the  
24  
25

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1 representation are jointly and severally liable.

2 (c) A person is not liable as a partner merely  
3 because the person is named by another in a statement of  
4 partnership authority.

5 (d) A person does not continue to be liable as  
6 a partner merely because of a failure to file a statement  
7 of dissociation or to amend a statement of partnership  
8 authority to indicate the partner's dissociation from the  
9 partnership.

10 (e) Except as otherwise provided in Subsections  
11 (a) and (b), persons who are not partners as to each other  
12 are not liable as partners to other persons.

#### 13 ARTICLE 4

#### 14 RELATIONS OF PARTNERS TO EACH OTHER AND TO PARTNERSHIP

#### 15 Section 401. PARTNER'S RIGHTS AND DUTIES. --

16 (a) Each partner is deemed to have an account  
17 that is:

18 (1) credited with an amount equal to the  
19 money plus the value of any other property, net of the  
20 amount of any liabilities, the partner contributes to the  
21 partnership and the partner's share of the partnership  
22 profits; and  
23  
24  
25

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1 (2) charged with an amount equal to the  
2 money plus the value of any other property, net of the  
3 amount of any liabilities, distributed by the partnership  
4 to the partner and the partner's share of the partnership  
5 losses.

6  
7 (b) Each partner is entitled to an equal share  
8 of the partnership profits and, except as otherwise  
9 provided in Section 306 and Section 54-1-48 NMSA 1978, is  
10 chargeable with a share of the partnership losses in  
11 proportion to the partner's share of the profits.

12 (c) A partnership shall reimburse a partner for  
13 payments made and indemnify a partner for liabilities  
14 incurred by the partner in the ordinary course of the  
15 business of the partnership or for the preservation of its  
16 business or property.

17  
18 (d) A partnership shall reimburse a partner for  
19 an advance to the partnership beyond the amount of capital  
20 the partner agreed to contribute.

21 (e) A payment or advance made by a partner  
22 which gives rise to a partnership obligation under  
23 Subsection (c) or (d) constitutes a loan to the  
24 partnership which accrues interest from the date of the  
25

Underscored material = new  
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1 payment or advance.

2 (f) Each partner has equal rights in the  
3 management and conduct of the partnership business.

4 (g) A partner may use or possess partnership  
5 property only on behalf of the partnership.  
6

7 (h) A partner is not entitled to remuneration  
8 for services performed for the partnership, except for  
9 reasonable compensation for services rendered in winding  
10 up the business of the partnership.

11 (i) A person may become a partner only with the  
12 consent of all of the partners.

13 (j) A difference arising as to a matter in the  
14 ordinary course of business of a partnership may be  
15 decided by a majority of the partners. An act outside the  
16 ordinary course of business of a partnership and an  
17 amendment to the partnership agreement may be undertaken  
18 only with the consent of all of the partners.  
19

20 (k) This section does not affect the  
21 obligations of a partnership to other persons under  
22 Section 301.

23 Section 402. DISTRIBUTIONS IN KIND. -- A partner has  
24 no right to receive, and may not be required to accept, a  
25

Underscored material = new  
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1 distribution in kind.

2 Section 403. PARTNER'S RIGHTS AND DUTIES WITH  
3 RESPECT TO INFORMATION. --

4 (a) A partnership shall keep its books and  
5 records, if any, at its chief executive office.

6 (b) A partnership shall provide partners and  
7 their agents and attorneys access to its books and  
8 records. It shall provide former partners and their  
9 agents and attorneys access to books and records  
10 pertaining to the period during which they were partners.  
11 The right of access provides the opportunity to inspect  
12 and copy books and records during ordinary business hours.  
13 A partnership may impose a reasonable charge, covering the  
14 costs of labor and material, for copies of documents  
15 furnished.  
16

17 (c) Each partner and the partnership shall  
18 furnish to a partner, and to the legal representative of a  
19 deceased partner or partner under legal disability:  
20

21 (1) without demand, any information  
22 concerning the partnership's business and affairs  
23 reasonably required for the proper exercise of the  
24 partner's rights and duties under the partnership  
25

1 agreement or the Uniform Partnership Act (1994); and

2 (2) on demand, any other information  
3 concerning the partnership's business and affairs, except  
4 to the extent the demand or the information demanded is  
5 unreasonable or otherwise improper under the  
6 circumstances.  
7

8 Section 404. GENERAL STANDARDS OF PARTNER'S  
9 CONDUCT. --

10 (a) The only fiduciary duties a partner owes to  
11 the partnership and the other partners are the duty of  
12 loyalty and the duty of care set forth in Subsections (b)  
13 and (c).

14 (b) A partner's duty of loyalty to the  
15 partnership and the other partners is limited to the  
16 following:  
17

18 (1) to account to the partnership and hold  
19 as trustee for it any property, profit or benefit derived  
20 by the partner in the conduct and winding up of the  
21 partnership business or derived from a use by the partner  
22 of partnership property, including the appropriation of a  
23 partnership opportunity;

24 (2) to refrain from dealing with the  
25

1 partnership in the conduct or winding up of the  
2 partnership business as or on behalf of a party having an  
3 interest adverse to the partnership; and

4 (3) to refrain from competing with the  
5 partnership in the conduct of the partnership business  
6 before the dissolution of the partnership.  
7

8 (c) A partner's duty of care to the partnership  
9 and the other partners in the conduct and winding up of  
10 the partnership business is limited to refraining from  
11 engaging in grossly negligent or reckless conduct,  
12 intentional misconduct or a knowing violation of law.

13 (d) A partner shall discharge the duties to the  
14 partnership and the other partners under the Uniform  
15 Partnership Act (1994) or under the partnership agreement  
16 and exercise any rights consistently with the obligation  
17 of good faith and fair dealing.

18 (e) A partner does not violate a duty or  
19 obligation under the Uniform Partnership Act (1994) or  
20 under the partnership agreement merely because the  
21 partner's conduct furthers the partner's own interest.  
22

23 (f) A partner may lend money to and transact  
24 other business with the partnership, and as to each loan  
25



Underscored material = new  
[bracketed material] = delete

1 or transaction, the rights and obligations of the partner  
2 are the same as those of a person who is not a partner,  
3 subject to other applicable law.

4 (g) This section applies to a person winding up  
5 the partnership business as the personal or legal  
6 representative of the last surviving partner as if the  
7 person were a partner.  
8

9 Section 405. ACTIONS BY PARTNERSHIP AND PARTNERS. --

10  
11 (a) A partnership may maintain an action  
12 against a partner for a breach of the partnership  
13 agreement, or for the violation of a duty to the  
14 partnership, causing harm to the partnership.  
15

16 (b) A partner may maintain an action against  
17 the partnership or another partner for legal or equitable  
18 relief, with or without an accounting as to partnership  
19 business, to:

20 (1) enforce the partner's rights under the  
21 partnership agreement;

22 (2) enforce the partner's rights under the  
23 Uni form Partnership Act (1994), including:

24 (i) the partner's rights under  
25

Underscored material = new  
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1 Section 401, 403 or 404;

2 (ii) the partner's right on  
3 dissociation to have the partner's interest in the  
4 partnership purchased pursuant to Section 701 or enforce  
5 any other right under Article 6 or 7; or

6 (iii) the partner's right to compel a  
7 dissolution and winding up of the partnership business  
8 under Section 801 or enforce any other right under Article  
9 8; or

10 (3) enforce the rights and otherwise  
11 protect the interests of the partner, including rights and  
12 interests arising independently of the partnership  
13 relationship.

14 (c) The accrual of, and any time limitation on,  
15 a right of action for a remedy under this section is  
16 governed by other law. A right to an accounting upon a  
17 dissolution and winding up does not revive a claim barred  
18 by law.

19 Section 406. CONTINUATION OF PARTNERSHIP BEYOND  
20 DEFINITE TERM OR PARTICULAR UNDERTAKING. --

21 (a) If a partnership for a definite term or  
22 particular undertaking is continued, without an express  
23  
24  
25

Underscored material = new  
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1 agreement, after the expiration of the term or completion  
2 of the undertaking, the rights and duties of the partners  
3 remain the same as they were at the expiration or  
4 completion, so far as is consistent with a partnership at  
5 will.

6  
7 (b) If the partners, or those of them who  
8 habitually acted in the business during the term or  
9 undertaking, continue the business without any settlement  
10 or liquidation of the partnership, they are presumed to  
11 have agreed that the partnership will continue.

## 12 ARTICLE 5

### 13 TRANSFEREES AND CREDITORS OF PARTNER

14 Section 501. PARTNER NOT CO-OWNER OF PARTNERSHIP  
15 PROPERTY. --A partner is not a co-owner of partnership  
16 property and has no interest in partnership property which  
17 can be transferred, either voluntarily or involuntarily.

18 Section 502. PARTNER'S TRANSFERABLE INTEREST IN  
19 PARTNERSHIP. --The only transferable interest of a partner  
20 in the partnership is the partner's share of the profits  
21 and losses of the partnership and the partner's right to  
22 receive distributions. The interest is personal property.  
23

24 Section 503. TRANSFER OF PARTNER'S TRANSFERABLE  
25

Underscored material = new  
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1 INTEREST. --

2 (a) A transfer, in whole or in part, of a  
3 partner's transferable interest in the partnership:

4 (1) is permissible;

5 (2) does not by itself cause the partner's  
6 dissociation or a dissolution and winding up of the  
7 partnership business; and

8 (3) does not, as against the other  
9 partners or the partnership, entitle the transferee,  
10 during the continuance of the partnership, to participate  
11 in the management or conduct of the partnership business,  
12 to require access to information concerning partnership  
13 transactions or to inspect or copy the partnership books  
14 or records.  
15

16  
17 (b) A transferee of a partner's transferable  
18 interest in the partnership has a right:

19 (1) to receive, in accordance with the  
20 transfer, distributions to which the transferor would  
21 otherwise be entitled;

22 (2) to receive upon the dissolution and  
23 winding up of the partnership business, in accordance with  
24 the transfer, the net amount otherwise distributable to  
25

Underscored material = new  
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1 the transferor; and

2 (3) to seek under Section 801(6) a  
3 judicial determination that it is equitable to wind up the  
4 partnership business.

5 (c) In a dissolution and winding up, a  
6 transferee is entitled to an account of partnership  
7 transactions only from the date of the latest account  
8 agreed to by all of the partners.

9 (d) Upon transfer, the transferor retains the  
10 rights and duties of a partner other than the interest in  
11 distributions transferred.

12 (e) A partnership need not give effect to a  
13 transferee's rights under this section until it has notice  
14 of the transfer.

15 (f) A transfer of a partner's transferable  
16 interest in the partnership in violation of a restriction  
17 on transfer contained in the partnership agreement is  
18 ineffective as to a person having notice of the  
19 restriction at the time of transfer.

20 Section 504. PARTNER'S TRANSFERABLE INTEREST SUBJECT  
21 TO CHARGING ORDER. --

22 (a) On application by a judgment creditor of a  
23  
24  
25

1 partner or of a partner's transferee, a court having  
2 jurisdiction may charge the transferable interest of the  
3 judgment debtor to satisfy the judgment. The court may  
4 appoint a receiver of the share of the distributions due  
5 or to become due to the judgment debtor in respect of the  
6 partnership and make all other orders, directions,  
7 accounts and inquiries the judgment debtor might have made  
8 or which the circumstances of the case may require.

10 (b) A charging order constitutes a lien on the  
11 judgment debtor's transferable interest in the  
12 partnership. The court may order a foreclosure of the  
13 interest subject to the charging order at any time. The  
14 purchaser at the foreclosure sale has the rights of a  
15 transferee.

17 (c) At any time before foreclosure, an interest  
18 charged may be redeemed:

- 19 (1) by the judgment debtor;
- 20 (2) with property other than partnership  
21 property, by one or more of the other partners; or
- 22 (3) with partnership property, by one or  
23 more of the other partners with the consent of all of the  
24 partners whose interests are not so charged.

Underscored material = new  
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1 (d) The Uniform Partnership Act (1994) does not  
2 deprive a partner of a right under exemption laws with  
3 respect to the partner's interest in the partnership.

4 (e) This section provides the exclusive remedy  
5 by which a judgment creditor of a partner or partner's  
6 transferee may satisfy a judgment out of the judgment  
7 debtor's transferable interest in the partnership.  
8

9 ARTICLE 6

10 PARTNER'S DISSOCIATION

11 Section 601. EVENTS CAUSING PARTNER'S DISSOCIATION. -

12 -  
13 A partner is dissociated from a partnership upon the  
14 occurrence of any of the following events:

15 (1) the partnership's having notice of the  
16 partner's express will to withdraw as a partner or on a  
17 later date specified by the partner;

18 (2) an event agreed to in the partnership  
19 agreement as causing the partner's dissociation;

20 (3) the partner's expulsion pursuant to the  
21 partnership agreement;

22 (4) the partner's expulsion by the unanimous  
23 vote of the other partners if:  
24  
25

Underscored material = new  
[bracketed material] = delete

1 (i) it is unlawful to carry on the  
2 partnership business with that partner;

3 (ii) there has been a transfer of all or  
4 substantially all of that partner's transferable interest  
5 in the partnership, other than a transfer for security  
6 purposes, or a court order charging the partner's  
7 interest, which has not been foreclosed;

8 (iii) within ninety days after the  
9 partnership notifies a corporate partner that it will be  
10 expelled because it has filed a certificate of dissolution  
11 or the equivalent, its charter has been revoked or its  
12 right to conduct business has been suspended by the  
13 jurisdiction of its incorporation, there is no revocation  
14 of the certificate of dissolution or no reinstatement of  
15 its charter or its right to conduct business; or  
16

17 (iv) a partnership that is a partner has  
18 been dissolved and its business is being wound up;

19 (5) on application by the partnership or  
20 another partner, the partner's expulsion by judicial  
21 determination because:  
22

23 (i) the partner engaged in wrongful  
24 conduct that adversely and materially affected the  
25



1 partnership business;

2 (ii) the partner willfully or persistently  
3 committed a material breach of the partnership agreement  
4 or of a duty owed to the partnership or the other partners  
5 under Section 404; or

6 (iii) the partner engaged in conduct  
7 relating to the partnership business which makes it not  
8 reasonably practicable to carry on the business in  
9 partnership with the partner;

10 (6) the partner's:

11 (i) becoming a debtor in bankruptcy;

12 (ii) executing an assignment for the  
13 benefit of creditors;

14 (iii) seeking, consenting to or  
15 acquiescing in the appointment of a trustee, receiver or  
16 liquidator of that partner or of all or substantially all  
17 of that partner's property; or

18 (iv) failing, within ninety days after the  
19 appointment, to have vacated or stayed the appointment of  
20 a trustee, receiver or liquidator of the partner or of all  
21 or substantially all of the partner's property obtained  
22 without the partner's consent or acquiescence or failing  
23  
24  
25

1 within ninety days after the expiration of a stay to have  
2 the appointment vacated;

3 (7) in the case of a partner who is an  
4 individual:

5 (i) the partner's death;

6 (ii) the appointment of a guardian or  
7 general conservator for the partner; or  
8

9 (iii) a judicial determination that the  
10 partner has otherwise become incapable of performing the  
11 partner's duties under the partnership agreement;

12 (8) in the case of a partner that is a trust or  
13 is acting as a partner by virtue of being a trustee of a  
14 trust, distribution of the trust's entire transferable  
15 interest in the partnership, but not merely by reason of  
16 the substitution of a successor trustee;

17 (9) in the case of a partner that is an estate  
18 or is acting as a partner by virtue of being a personal  
19 representative of an estate, distribution of the estate's  
20 entire transferable interest in the partnership, but not  
21 merely by reason of the substitution of a successor  
22 personal representative; or  
23

24 (10) termination of a partner who is not an  
25

Underscored material = new  
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1 individual, partnership, corporation, trust or estate.

2 Section 602. PARTNER'S POWER TO DISSOCIATE--WRONGFUL  
3 DISSOCIATION. --

4 (a) A partner has the power to dissociate at  
5 any time, rightfully or wrongfully, by express will  
6 pursuant to Section 601(1).  
7

8 (b) A partner's dissociation is wrongful only  
9 if:

10 (1) it is in breach of an express  
11 provision of the partnership agreement; or

12 (2) in the case of a partnership for a  
13 definite term or particular undertaking, before the  
14 expiration of the term or the completion of the  
15 undertaking:  
16

17 (i) the partner withdraws by express  
18 will, unless the withdrawal follows within ninety days  
19 after another partner's dissociation by death or otherwise  
20 under Section 601(6) through (10) or wrongful dissociation  
21 under Section 602(b);

22 (ii) the partner is expelled by  
23 judicial determination under Section 601(5);

24 (iii) the partner is dissociated by  
25

Underscored material = new  
[bracketed material] = delete

1 becoming a debtor in bankruptcy; or

2 (iv) in the case of a partner who is  
3 not an individual, trust other than a business trust or  
4 estate, the partner is expelled or otherwise dissociated  
5 because it willfully dissolved or terminated.

6 (c) A partner who wrongfully dissociates is  
7 liable to the partnership and to the other partners for  
8 damages caused by the dissociation. The liability is in  
9 addition to any other obligation of the partner to the  
10 partnership or to the other partners.

11 Section 603. EFFECT OF PARTNER'S DISSOCIATION. --

12 (a) If a partner's dissociation results in a  
13 dissolution and winding up of the partnership business,  
14 Article 8 applies; otherwise, Article 7 applies.

15 (b) Upon a partner's dissociation:

16 (1) the partner's right to participate in  
17 the management and conduct of the partnership business  
18 terminates, except as otherwise provided in Section 803;

19 (2) the partner's duty of loyalty under  
20 Section 404(b)(3) terminates; and

21 (3) the partner's duty of loyalty under  
22 Section 404(b)(1) and (2) and duty of care under Section  
23  
24  
25

1 404(c) continue only with regard to matters arising and  
2 events occurring before the partner's dissociation, unless  
3 the partner participates in winding up the partnership's  
4 business pursuant to Section 803.

5  
6 ARTICLE 7

7 PARTNER'S DISSOCIATION WHEN BUSINESS NOT WOUND UP

8 Section 701. PURCHASE OF DISSOCIATED PARTNER'S  
9 INTEREST. --

10 (a) If a partner is dissociated from a  
11 partnership without resulting in a dissolution and winding  
12 up of the partnership business under Section 801, the  
13 partnership shall cause the dissociated partner's interest  
14 in the partnership to be purchased for a buyout price  
15 determined pursuant to Subsection (b).  
16

17 (b) The buyout price of a dissociated partner's  
18 interest is the amount that would have been distributable  
19 to the dissociating partner under Section 807(b) if, on  
20 the date of dissociation, the assets of the partnership  
21 were sold at a price equal to the greater of the  
22 liquidation value or the value based on a sale of the  
23 entire business as a going concern without the dissociated  
24 partner and the partnership were wound up as of that date.  
25

Underscored material = new  
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1 Interest must be paid from the date of dissociation to the  
2 date of payment.

3 (c) Damages for wrongful dissociation under  
4 Section 602(b), and all other amounts owing, whether or  
5 not presently due, from the dissociated partner to the  
6 partnership, must be offset against the buyout price.

7 Interest must be paid from the date the amount owed  
8 becomes due to the date of payment.

9 (d) A partnership shall indemnify a dissociated  
10 partner whose interest is being purchased against all  
11 partnership liabilities, whether incurred before or after  
12 the dissociation, except liabilities incurred by an act of  
13 the dissociated partner under Section 702.

14 (e) If no agreement for the purchase of a  
15 dissociated partner's interest is reached within one  
16 hundred twenty days after a written demand for payment,  
17 the partnership shall pay, or cause to be paid, in cash to  
18 the dissociated partner the amount the partnership  
19 estimates to be the buyout price and accrued interest,  
20 reduced by any offsets and accrued interest under  
21 Subsection (c).

22 (f) If a deferred payment is authorized under  
23  
24  
25

1 Subsection (h), the partnership may tender a written offer  
2 to pay the amount it estimates to be the buyout price and  
3 accrued interest, reduced by any offsets under Subsection  
4 (c), stating the time of payment, the amount and type of  
5 security for payment and the other terms and conditions of  
6 the obligation.  
7

8 (g) The payment or tender required by  
9 Subsection (e) or (f) must be accompanied by the  
10 following:

11 (1) a statement of partnership assets and  
12 liabilities as of the date of dissociation;

13 (2) the latest available partnership  
14 balance sheet and income statement, if any;

15 (3) an explanation of how the estimated  
16 amount of the payment was calculated; and

17 (4) written notice that the payment is in  
18 full satisfaction of the obligation to purchase unless,  
19 within one hundred twenty days after the written notice,  
20 the dissociated partner commences an action to determine  
21 the buyout price, any offsets under Subsection (c) or  
22 other terms of the obligation to purchase.  
23

24 (h) A partner who wrongfully dissociates before  
25

Underscored material = new  
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1 the expiration of a definite term or the completion of a  
2 particular undertaking is not entitled to payment of any  
3 portion of the buyout price until the expiration of the  
4 term or completion of the undertaking, unless the partner  
5 establishes to the satisfaction of the court that earlier  
6 payment will not cause undue hardship to the business of  
7 the partnership. A deferred payment must be adequately  
8 secured and bear interest.  
9

10 (i) A dissociated partner may maintain an  
11 action against the partnership, pursuant to Section  
12 405(b)(2)(ii), to determine the buyout price of that  
13 partner's interest, any offsets under Subsection (c), or  
14 other terms of the obligation to purchase. The action  
15 must be commenced within one hundred twenty days after the  
16 partnership has tendered payment or an offer to pay or  
17 within one year after written demand for payment if no  
18 payment or offer to pay is tendered. The court shall  
19 determine the buyout price of the dissociated partner's  
20 interest, any offset due under Subsection (c), and accrued  
21 interest and enter judgment for any additional payment or  
22 refund. If deferred payment is authorized under  
23 Subsection (h), the court shall also determine the  
24  
25



Underscored material = new  
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1 security for payment and other terms of the obligation to  
2 purchase. The court may assess reasonable attorneys' fees  
3 and the fees and expenses of appraisers or other experts  
4 for a party to the action, in amounts the court finds  
5 equitable, against a party that the court finds acted  
6 arbitrarily, vexatiously or not in good faith. The  
7 finding may be based on the partnership's failure to  
8 tender payment or an offer to pay or to comply with  
9 Subsection (g).

11 Section 702. DISSOCIATED PARTNER'S POWER TO BIND AND  
12 LIABILITY TO PARTNERSHIP. --

13 (a) For two years after a partner dissociates  
14 without resulting in a dissolution and winding up of the  
15 partnership business, the partnership, including a  
16 surviving partnership under Article 9, is bound by an act  
17 of the dissociated partner which would have bound the  
18 partnership under Section 301 before dissociation only if  
19 at the time of entering into the transaction the other  
20 party:  
21

22 (1) reasonably believed that the  
23 dissociated partner was then a partner;

24 (2) did not have notice of the partner's  
25

1 dissociation; and

2 (3) is not deemed to have had knowledge  
3 under Section 303(e) or notice under Section 704(c).

4 (b) A dissociated partner is liable to the  
5 partnership for any damage caused to the partnership  
6 arising from an obligation incurred by the dissociated  
7 partner after dissociation for which the partnership is  
8 liable under Subsection (a).

10 Section 703. DISSOCIATED PARTNER'S LIABILITY TO  
11 OTHER PERSONS. --

12 (a) A partner's dissociation does not of itself  
13 discharge the partner's liability for a partnership  
14 obligation incurred before dissociation. A dissociated  
15 partner is not liable for a partnership obligation  
16 incurred after dissociation, except as otherwise provided  
17 in Subsection (b).

18 (b) A partner who dissociates without resulting  
19 in a dissolution and winding up of the partnership  
20 business is liable as a partner to the other party in a  
21 transaction entered into by the partnership, or a  
22 surviving partnership under Article 9, within two years  
23 after the partner's dissociation, only if the liability is  
24  
25

1 owed for which the partner is liable under Section 306 and  
2 Section 54-1-48 NMSA 1978 and at the time of entering into  
3 the transaction the other party:

4 (1) reasonably believed that the  
5 dissociated partner was then a partner;

6 (2) did not have notice of the partner's  
7 dissociation; and

8 (3) is not deemed to have had knowledge  
9 under Section 303(e) or notice under Section 704(c).

10 (c) By agreement with the partnership creditor  
11 and the partners continuing the business, a dissociated  
12 partner may be released from liability for a partnership  
13 obligation.

14 (d) A dissociated partner is released from  
15 liability for a partnership obligation if a partnership  
16 creditor, with notice of the partner's dissociation but  
17 without the partner's consent, agrees to a material  
18 alteration in the nature or time of payment of a  
19 partnership obligation.

20 Section 704. STATEMENT OF DISSOCIATION. --

21 (a) A dissociated partner or the partnership  
22 may file a statement of dissociation stating the name of  
23  
24  
25

Underscored material = new  
[bracketed material] = delete

1 the partnership and that the partner is dissociated from  
2 the partnership.

3 (b) A statement of dissociation is a limitation  
4 on the authority of a dissociated partner for the purposes  
5 of Section 303(d) and (e).

6 (c) For the purposes of Sections 702(a)(3) and  
7 703(b)(3), a person not a partner is deemed to have notice  
8 of the dissociation ninety days after the statement of  
9 dissociation is filed.

10 Section 705. CONTINUED USE OF PARTNERSHIP NAME. --  
11 Continued use of a partnership name, or a dissociated  
12 partner's name as part thereof, by partners continuing the  
13 business does not of itself make the dissociated partner  
14 liable for an obligation of the partners or the  
15 partnership continuing the business.

## 16 ARTICLE 8

### 17 WINDING UP PARTNERSHIP BUSINESS

18 Section 801. EVENTS CAUSING DISSOLUTION AND WINDING  
19 UP OF PARTNERSHIP BUSINESS. -- A partnership is dissolved,  
20 and its business must be wound up, only upon the  
21 occurrence of any of the following events:  
22

23 (1) in a partnership at will, the partnership's  
24  
25

1 having notice from a partner, other than a partner who is  
2 dissociated under Section 601(2) through (10), of that  
3 partner's express will to withdraw as a partner or on a  
4 later date specified by the partner;

5 (2) in a partnership for a definite term or  
6 particular undertaking;

7 (i) the expiration of ninety days after a  
8 partner's dissociation by death or otherwise under Section  
9 601(6) through (10) or wrongful dissociation under Section  
10 602(b), unless before that time a majority in interest of  
11 the remaining partners, including partners who have  
12 rightfully dissociated pursuant to Section 601(b)(i),  
13 agree to continue the partnership;

14 (ii) the express will of all of the  
15 partners to wind up the partnership business; or

16 (iii) the expiration of the term or the  
17 completion of the undertaking;

18 (3) an event agreed to in the partnership  
19 agreement resulting in the winding up of the partnership  
20 business;

21 (4) an event that makes it unlawful for all or  
22 substantially all of the business of the partnership to be  
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1 continued, but a cure of illegality within ninety days  
2 after notice to the partnership of the event is effective  
3 retroactively to the date of the event for purposes of  
4 this section;

5 (5) on application by a partner, a judicial  
6 determination that:

7 (i) the economic purpose of the  
8 partnership is likely to be unreasonably frustrated;

9 (ii) another partner has engaged in  
10 conduct relating to the partnership business which makes  
11 it not reasonably practicable to carry on the business in  
12 partnership with that partner; or

13 (iii) it is not otherwise reasonably  
14 practicable to carry on the partnership business in  
15 conformity with the partnership agreement; or

16 (6) on application by a transferee of a  
17 partner's transferable interest, a judicial determination  
18 that it is equitable to wind up the partnership business:

19 (i) after the expiration of the term or  
20 completion of the undertaking, if the partnership was for  
21 a definite term or particular undertaking at the time of  
22 the transfer or entry of the charging order that gave rise  
23  
24  
25

1 to the transfer; or

2 (ii) at any time, if the partnership was a  
3 partnership at will at the time of the transfer or entry  
4 of the charging order that gave rise to the transfer.

5 Section 802. PARTNERSHIP CONTINUES AFTER  
6 DISSOLUTION. --

7  
8 (a) Subject to Subsection (b), a partnership  
9 continues after dissolution only for the purpose of  
10 winding up its business. The partnership is terminated  
11 when the winding up of its business is completed.

12 (b) At any time after the dissolution of a  
13 partnership and before the winding up of its business is  
14 completed, all of the partners, including any dissociating  
15 partner other than a wrongfully dissociating partner, may  
16 waive the right to have the partnership's business wound  
17 up and the partnership terminated. In that event:

18 (1) the partnership resumes carrying on  
19 its business as if dissolution had never occurred, and any  
20 liability incurred by the partnership or a partner after  
21 the dissolution and before the waiver is determined as if  
22 dissolution had never occurred; and

23  
24 (2) the rights of a third party accruing  
25

Underscored material = new  
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1 under Section 804(1) or arising out of conduct in reliance  
2 on the dissolution before the third party knew or received  
3 a notification of the waiver may not be adversely  
4 affected.

5 Section 803. RIGHT TO WIND UP PARTNERSHIP BUSINESS. -  
6

7 -  
8 (a) After dissolution, a partner who has not  
9 wrongfully dissociated may participate in winding up the  
10 partnership's business, but on application of any partner,  
11 partner's legal representative or transferee, the district  
12 court, for good cause shown, may order judicial  
13 supervision of the winding up.

14 (b) The legal representative of the last  
15 surviving partner may wind up a partnership's business.  
16

17 (c) A person winding up a partnership's  
18 business may preserve the partnership business or property  
19 as a going concern for a reasonable time, prosecute and  
20 defend actions and proceedings, whether civil, criminal or  
21 administrative, settle and close the partnership's  
22 business, dispose of and transfer the partnership's  
23 property, discharge the partnership's liabilities,  
24 distribute the assets of the partnership pursuant to  
25



1 Section 807, settle disputes by mediation or arbitration  
2 and perform other necessary acts.

3 Section 804. PARTNER'S POWER TO BIND PARTNERSHIP  
4 AFTER DISSOLUTION. -- Subject to Section 805, a partnership  
5 is bound by a partner's act after dissolution that:

6 (1) is appropriate for winding up the  
7 partnership business; or

8 (2) would have bound the partnership under  
9 Section 301 before dissolution, if the other party to the  
10 transaction did not have notice of the dissolution.

11 Section 805. STATEMENT OF DISSOLUTION. --

12 (a) After dissolution, a partner who has not  
13 wrongfully dissociated may file a statement of dissolution  
14 stating the name of the partnership and that the  
15 partnership has dissolved and is winding up its business.

16 (b) A statement of dissolution cancels a filed  
17 statement of partnership authority for the purposes of  
18 Section 303(d) and is a limitation on authority for the  
19 purposes of Section 303(e).

20 (c) For the purposes of Sections 301 and 804, a  
21 person not a partner is deemed to have notice of the  
22 dissolution and the limitation on the partners' authority  
23  
24  
25

1 as a result of the statement of dissolution ninety days  
2 after it is filed.

3 (d) After filing and, if appropriate, recording  
4 a statement of dissolution, a dissolved partnership may  
5 file and, if appropriate, record a statement of  
6 partnership authority which will operate with respect to a  
7 person not a partner as provided in Section 303(d) and (e)  
8 in any transaction, whether or not the transaction is  
9 appropriate for winding up the partnership business.  
10

11 Section 806. PARTNER'S LIABILITY TO OTHER PARTNERS  
12 AFTER DISSOLUTION. --

13 (a) Except as otherwise provided in Subsection  
14 (b), after dissolution a partner is liable to the other  
15 partners for the partner's share of any partnership  
16 liability incurred under Section 804, unless the liability  
17 is not one for which the partner is liable under Section  
18 306 and Section 54-1-48 NMSA 1978.  
19

20 (b) A partner who, with knowledge of the  
21 dissolution, incurs a partnership liability under Section  
22 804(2) by an act that is not appropriate for winding up  
23 the partnership business is liable to the partnership for  
24 any damage caused to the partnership arising from the  
25

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1 liability.

2 Section 807. SETTLEMENT OF ACCOUNTS AND  
3 CONTRIBUTIONS AMONG PARTNERS. --

4 (a) In winding up a partnership's business, the  
5 assets of the partnership, including the contributions of  
6 the partners required by this section, must be applied to  
7 discharge its obligations to creditors, including, to the  
8 extent permitted by law, partners who are creditors. Any  
9 surplus must be applied to pay in cash the net amount  
10 distributable to partners in accordance with their right  
11 to distributions under Subsection (b).

12 (b) Each partner is entitled to a settlement of  
13 all partnership accounts upon winding up the partnership  
14 business. In settling accounts among the partners, the  
15 profits and losses that result from the liquidation of the  
16 partnership assets must be credited and charged to the  
17 partner's accounts. The partnership shall make a  
18 distribution to a partner in an amount equal to any excess  
19 of the credits over the charges in the partner's account.  
20 Except as otherwise provided in Section 306 and Section  
21 51-1-48 NMSA 1978, a partner shall contribute to the  
22 partnership an amount equal to any excess of the charges  
23  
24  
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1 over the credits in the partner's account.

2 (c) If a partner fails to contribute, all of  
3 the other partners shall contribute, in the proportions in  
4 which those partners share partnership losses, the  
5 additional amount necessary to satisfy the partnership  
6 obligations. A partner or partner's legal representative  
7 may recover from the other partners any contributions the  
8 partner makes to the extent the amount contributed exceeds  
9 that partner's share of the partnership obligations.  
10

11 (d) Except as otherwise provided in Section 306  
12 and Section 54-1-48 NMSA 1978, after the settlement of  
13 accounts, each partner shall contribute, in the proportion  
14 in which the partner shares partnership losses, the amount  
15 necessary to satisfy partnership obligations that were not  
16 known at the time of the settlement.  
17

18 (e) The estate of a deceased partner is liable  
19 for the partner's obligation to contribute to the  
20 partnership.

21 (f) An assignee for the benefit of creditors of  
22 a partnership or a partner, or a person appointed by a  
23 court to represent creditors of a partnership or a  
24 partner, may enforce a partner's obligation to contribute  
25

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1 to the partnership.

2 **ARTICLE 9**

3 **CONVERSIONS AND MERGERS**

4 **Section 901. DEFINITIONS. -- As used in this article:**

5 (1) "general partner" means a partner in a  
6 partnership and a general partner in a limited  
7 partnership;  
8

9 (2) "limited partner" means a limited partner  
10 in a limited partnership;

11 (3) "limited partnership" means a limited  
12 partnership created under the Uniform Limited Partnership  
13 Act, predecessor law or comparable law of another  
14 jurisdiction; and

15 (4) "partner" includes both a general partner  
16 and a limited partner.

17 **Section 902. CONVERSION OF PARTNERSHIP TO LIMITED**  
18 **PARTNERSHIP. --**

19 (a) A partnership may be converted to a limited  
20 partnership pursuant to this section.

21 (b) The terms and conditions of a conversion of  
22 a partnership to a limited partnership must be approved by  
23 all of the partners or by a number or percentage specified  
24  
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1 for conversion in the partnership agreement.

2 (c) After the conversion is approved by the  
3 partners, the partnership shall file a certificate of  
4 limited partnership in the jurisdiction in which the  
5 limited partnership is to be formed. The certificate must  
6 include:  
7

8 (1) a statement that the partnership was  
9 converted to a limited partnership from a partnership;

10 (2) its former name; and

11 (3) a statement of the number of votes  
12 cast by the partners for and against the conversion and,  
13 if the vote is less than unanimous, the number or  
14 percentage required to approve the conversion under the  
15 partnership agreement.  
16

17 (d) The conversion takes effect when the  
18 certificate of limited partnership is filed or at any  
19 later date specified in the certificate.

20 (e) A general partner who becomes a limited  
21 partner as a result of the conversion remains liable as a  
22 general partner for an obligation incurred by the  
23 partnership before the conversion takes effect. If the  
24 other party to a transaction with the limited partnership  
25

1 reasonably believes when entering the transaction that the  
2 limited partner is a general partner, the limited partner  
3 is liable for an obligation incurred by the limited  
4 partnership within ninety days after the conversion takes  
5 effect. The limited partner's liability for all other  
6 obligations of the limited partnership incurred after the  
7 conversion takes effect is that of a limited partner as  
8 provided in the Uniform Limited Partnership Act.

10 Section 903. CONVERSION OF LIMITED PARTNERSHIP TO  
11 PARTNERSHIP. --

12 (a) A limited partnership may be converted to a  
13 partnership pursuant to this section.

14 (b) Notwithstanding a provision to the contrary  
15 in a limited partnership agreement, the terms and  
16 conditions of a conversion of a limited partnership to a  
17 partnership must be approved by all of the partners.

18 (c) After the conversion is approved by the  
19 partners, the limited partnership shall cancel its  
20 certificate of limited partnership.

21 (d) The conversion takes effect when the  
22 certificate of limited partnership is canceled.

23 (e) A limited partner who becomes a general  
24  
25

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1 partner as a result of the conversion remains liable only  
2 as a limited partner for an obligation incurred by the  
3 limited partnership before the conversion takes effect.  
4 The partner is liable as a general partner for an  
5 obligation of the partnership incurred after the  
6 conversion takes effect.  
7

8 Section 904. EFFECT OF CONVERSION-- ENTITY

9 UNCHANGED. --

10 (a) A partnership or limited partnership that  
11 has been converted pursuant to this article is for all  
12 purposes the same entity that existed before the  
13 conversion.

14 (b) When a conversion takes effect:

15 (1) all property owned by the converting  
16 partnership or limited partnership remains vested in the  
17 converted entity;

18 (2) all obligations of the converting  
19 partnership or limited partnership continue as obligations  
20 of the converted entity; and

21 (3) an action or proceeding pending  
22 against the converting partnership or limited partnership  
23 may be continued as if the conversion had not occurred.  
24  
25



1           Section 905.   MERGER OF PARTNERSHIPS. --

2           (a) Pursuant to a plan of merger approved as  
3 provided in Subsection (c), a partnership may be merged  
4 with one or more partnerships or limited partnerships.

5           (b) The plan of merger must set forth:

6                   (1) the name of each partnership or  
7 limited partnership that is a party to the merger;

8                   (2) the name of the surviving entity into  
9 which the other partnerships or limited partnerships will  
10 merge;

11                   (3) whether the surviving entity is a  
12 partnership or a limited partnership and the status of  
13 each partner;

14                   (4) the terms and conditions of the  
15 merger;

16                   (5) the manner and basis of converting the  
17 interests of each party to the merger into interests or  
18 obligations of the surviving entity or into money or other  
19 property in whole or part; and  
20

21                   (6) the street address of the surviving  
22 entity's chief executive office.  
23

24           (c) The plan of merger must be approved:  
25

1 (1) in the case of a partnership that is a  
2 party to the merger, by all of the partners, or a number  
3 or percentage specified for merger in the partnership  
4 agreement; and

5 (2) in the case of a limited partnership  
6 that is a party to the merger, by the vote required for  
7 approval of a merger by the law of the state or foreign  
8 jurisdiction in which the limited partnership is organized  
9 and, in the absence of such a specifically applicable law,  
10 by all of the partners, notwithstanding a provision to the  
11 contrary in the partnership agreement.

12 (d) After a plan of merger is approved and  
13 before the merger takes effect, the plan may be amended or  
14 abandoned as provided in the plan.

15 (e) The merger takes effect on the later of:

16 (1) the approval of the plan of merger by  
17 all parties to the merger, as provided in Subsection (c);

18 (2) the filing of all documents required  
19 by law to be filed as a condition to the effectiveness of  
20 the merger; or

21 (3) any effective date specified in the  
22 plan of merger.  
23  
24  
25

1           Section 906.   EFFECT OF MERGER. --

2                   (a)   When a merger takes effect:

3                           (1)   the separate existence of every  
4 partnership or limited partnership that is a party to the  
5 merger, other than the surviving entity, ceases;

6                           (2)   all property owned by each of the  
7 merged partnerships or limited partnerships vests in the  
8 surviving entity;

9                           (3)   all obligations of every partnership  
10 or limited partnership that is a party to the merger  
11 become the obligations of the surviving entity; and

12                           (4)   an action or proceeding pending  
13 against a partnership or limited partnership that is a  
14 party to the merger may be continued as if the merger had  
15 not occurred or the surviving entity may be substituted as  
16 a party to the action or proceeding.

17                   (b)   The secretary of state of this state is the  
18 agent for service of process in an action or proceeding  
19 against a surviving foreign partnership or limited  
20 partnership to enforce an obligation of a domestic  
21 partnership or limited partnership that is a party to a  
22 merger.   The surviving entity shall promptly notify the  
23  
24  
25

1 secretary of state of the mailing address of its chief  
2 executive office and of any change of address. Upon  
3 receipt of process, the secretary of state shall mail a  
4 copy of the process to the surviving foreign partnership  
5 or limited partnership.  
6

7 (c) A partner of the surviving partnership or  
8 limited partnership is liable for:

9 (1) all obligations of a party to the  
10 merger for which the partner was personally liable before  
11 the merger;

12 (2) all other obligations of the surviving  
13 entity incurred before the merger by a party to the  
14 merger, but those obligations may be satisfied only out of  
15 property of the entity; and  
16

17 (3) all obligations of the surviving  
18 entity incurred after the merger takes effect, but those  
19 obligations may be satisfied only out of property of the  
20 entity if the partner is a limited partner.

21 (d) If the obligations incurred before the  
22 merger by a party to the merger are not satisfied out of  
23 the property of the surviving partnership or limited  
24 partnership, the general partners of that party  
25

Underscored material = new  
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1 immediately before the effective date of the merger shall  
2 contribute the amount necessary to satisfy that party's  
3 obligations to the surviving entity, in the manner  
4 provided in Section 807 or in the limited partnership act  
5 of the jurisdiction in which the party was formed, as the  
6 case may be, as if the merged party were dissolved.  
7

8 (e) A partner of a party to a merger who does  
9 not become a partner of the surviving partnership or  
10 limited partnership is dissociated from the entity, of  
11 which that partner was a partner, as of the date the  
12 merger takes effect. The surviving entity shall cause the  
13 partner's interest in the entity to be purchased under  
14 Section 701 or another statute specifically applicable to  
15 that party's interest with respect to a merger. The  
16 surviving entity is bound under Section 702 by an act of a  
17 general partner dissociated under this subsection, and the  
18 partner is liable under Section 703 for transactions  
19 entered into by the surviving entity after the merger  
20 takes effect.  
21

22 Section 907. STATEMENT OF MERGER. --

23 (a) After a merger, the surviving partnership  
24 or limited partnership may file a statement that one or  
25

1 more partnerships or limited partnerships have merged into  
2 the surviving entity.

3 (b) A statement of merger must contain:

4 (1) the name of each partnership or  
5 limited partnership that is a party to the merger;

6 (2) the name of the surviving entity into  
7 which the other partnerships or limited partnerships were  
8 merged;

9 (3) the street address of the surviving  
10 entity's chief executive office and of an office in this  
11 state, if any; and

12 (4) whether the surviving entity is a  
13 partnership or a limited partnership.

14 (c) Except as otherwise provided in Subsection  
15 (d), for the purposes of Section 302, property of the  
16 surviving partnership or limited partnership which before  
17 the merger was held in the name of another party to the  
18 merger is property held in the name of the surviving  
19 entity upon filing a statement of merger.

20 (d) For the purposes of Section 302, real  
21 property of the surviving partnership or limited  
22 partnership which before the merger was held in the name  
23  
24  
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1 of another party to the merger is property held in the  
2 name of the surviving entity upon recording a certified  
3 copy of the statement of merger in the office for  
4 recording transfers of that real property.

5 (e) A filed and, if appropriate, recorded  
6 statement of merger, executed and declared to be accurate  
7 pursuant to Section 105(c), stating the name of a  
8 partnership or limited partnership that is a party to the  
9 merger in whose name property was held before the merger  
10 and the name of the surviving entity, but not containing  
11 all of the other information required by Subsection (b),  
12 operates with respect to the partnerships or limited  
13 partnerships named to the extent provided in Subsections  
14 (c) and (d).  
15

16  
17 Section 908. NONEXCLUSIVE. -- This article is not  
18 exclusive. Partnerships or limited partnerships may be  
19 converted or merged in any other manner provided by law.

## 20 ARTICLE 10

### 21 MISCELLANEOUS PROVISIONS

22 Section 1001. -- UNIFORMITY OF APPLICATION AND  
23 CONSTRUCTION. -- The Uniform Partnership Act (1994) shall be  
24 applied and construed to effectuate its general purpose to  
25

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1 make uniform the law with respect to the subject of that  
2 act among states enacting it.

3 Section 1002. SHORT TITLE. -- This act may be cited as  
4 the "Uniform Partnership Act (1994)".

5 Section 1003. SAVINGS CLAUSE. -- The Uniform  
6 Partnership Act (1994) does not affect an action or  
7 proceeding commenced or right accrued before that act  
8 takes effect.

9 Section 1004. REPEAL. -- Sections 54-1-1 through 54-1-  
10 43 NMSA 1978 (being Laws 1947, Chapter 37, Sections 1  
11 through 43, as amended) are repealed.

12 Section 1005. SEVERABILITY. -- If any provision of the  
13 Uniform Partnership Act (1994) or its application to any  
14 person or circumstance is held invalid, the invalidity  
15 does not affect other provisions or applications of that  
16 act which can be given effect without the invalid  
17 provision or application, and to this end the provisions  
18 of that act are severable.

19 Section 1006. APPLICABILITY. --

20 (a) Before January 1, 2000, the Uniform  
21 Partnership Act (1994) governs only a partnership formed:

22 (1) after the effective date of that act,



1 unless that partnership is continuing the business of a  
2 dissolved partnership under Section 54-1-41 NMSA 1978, a  
3 part of the prior Uniform Partnership Act; and

4 (2) before the effective date of that act,  
5 that elects, as provided by Subsection (c), to be governed  
6 by that act.  
7

8 (b) After January 1, 2000, the Uniform  
9 Partnership Act (1994) governs all partnerships.

10 (c) Before January 1, 2000, a partnership  
11 voluntarily may elect, in the manner provided in its  
12 partnership agreement or by law for amending the  
13 partnership agreement, to be governed by the Uniform  
14 Partnership Act (1994). Except as otherwise provided in  
15 Section 306, the provisions of that act relating to the  
16 liability of the partnership's partners to third parties  
17 apply to limit those partners' liability to a third party  
18 who had done business with the partnership within one year  
19 preceding the partnership's election to be governed by  
20 that act, only if the third party knows or has received a  
21 notification of the partnership's election to be governed  
22 by that act.  
23

24 Section 1007. EFFECTIVE DATE. -- The effective date of  
25

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the provisions of this act is July 1, 1997.

**State of New Mexico**  
**House of Representatives**

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**FORTY- SECOND LEGISLATURE**  
**SECOND SESSION, 1996**

February 1, 1996

Mr. Speaker:

Your BUSINESS AND INDUSTRY COMMITTEE, to whom has  
been referred

HOUSE BILL 255

has had it under consideration and reports same with  
recommendation that it DO PASS, and thence referred to the  
JUDICIARY COMMITTEE.

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FORTY-SECOND LEGISLATURE  
SECOND SESSION, 1996

HB 255

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Respectfully submitted,

\_\_\_\_\_  
Fred Luna, Chairman

Adopted \_\_\_\_\_ Not Adopted \_\_\_\_\_

(Chief Clerk) (Chief Clerk)

Date \_\_\_\_\_

The roll call vote was 9 For 0 Against

Yes: 9

Excused: Olguin, Gurule, Varela

Absent: None

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# State of New Mexico House of Representatives

FORTY-SECOND LEGISLATURE  
SECOND SESSION, 1996

February 5, 1996

Mr. Speaker:

Your JUDICIARY COMMITTEE, to whom has been referred

HOUSE BILL 255

has had it under consideration and reports same with  
recommendation that it DO PASS.

Respectfully submitted,

---

Cisco McSorley, Chairman

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FORTY- SECOND LEGISLATURE  
SECOND SESSION, 1996

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Adopted \_\_\_\_\_ Not Adopted \_\_\_\_\_

(Chief Clerk) (Chief Clerk)

Date \_\_\_\_\_

The roll call vote was 7 For 0 Against

Yes: 7

Excused: Baca, King, Larranaga, Stewart, McSorley, Sanchez, R. G.

Absent: None

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FORTY-SECOND LEGISLATURE  
SECOND SESSION, 1996

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FORTY-SECOND LEGISLATURE  
SECOND SESSION, 1996

February 12, 1996

Mr. President:

Your CORPORATIONS & TRANSPORTATION COMMITTEE, to  
whom has been referred

HOUSE BILL 255

has had it under consideration and reports same with  
recommendation that it DO PASS, and thence referred to the  
JUDICIARY COMMITTEE.

Respectfully submitted,

---

Roman M. Maes, III, Chairman

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FORTY-SECOND LEGISLATURE  
SECOND SESSION, 1996

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Adopted \_\_\_\_\_ Not Adopted \_\_\_\_\_  
(Chief Clerk) (Chief Clerk)

Date \_\_\_\_\_

The roll call vote was 7 For 0 Against

Yes: 7

No: 0

Excused: McKibben, Robinson

Absent: None

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FORTY-SECOND LEGISLATURE  
SECOND SESSION, 1996

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FORTY-SECOND LEGISLATURE  
SECOND SESSION, 1996

February 14, 1996

Mr. President:

Your JUDICIARY COMMITTEE, to whom has been referred

HOUSE BILL 255

has had it under consideration and reports same with  
recommendation that it DO PASS.

Respectfully submitted,

\_\_\_\_\_  
Janice D. Paster, Chairman

Adopted \_\_\_\_\_  
(Chief Clerk)

Not Adopted \_\_\_\_\_  
(Chief Clerk)

Underscored material = new  
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FORTY- SECOND LEGISLATURE  
SECOND SESSION, 1996

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Date \_\_\_\_\_

The roll call vote was 5 For 0 Against  
Yes: 5  
No: 0  
Excused: None  
Absent: Carraro, Stefani cs, Tsosie, Vernon

H0255JU1

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