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PARTNERSHIP ISSUES IN BANKRUPTCY

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and

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Numerous real estate partnership bankruptcies in the last several years have brought with them continuing development in the area of partnership bankruptcy law. The purpose of this article is to provide some general background on selected issues that may arise when a partnership or partner files for bankruptcy.

Venue

For creditors of a partnership, the venue of the bankruptcy case may be the first issue that needs to be addressed. Venue becomes an issue when the debtor attempts to forum shop and files its petition in a district where laws (or attitudes) favor the debtor or where it is inconvenient for the creditors to be active participants in the proceedings. The courts have generally found that the only meaningful test for deciding the proper venue for a partnership is to determine the location of its principal business or its principal assets. In cases where a partnership is a debtor, the residence of the general partners or limited partners has been found to have little significance or relevance in determining venue. In re FRG, Inc., 22 C.B.C.2d 124 (S.D.N.Y. 1988); In re Bell Tower Associates, Ltd., 86 B.R. 795 (Bankr. S.D.N.Y. 1988); In re 1606 New Hampshire Associates, 85 B.R. 298 (Bankr. E.D. Pa. 1988); In re Nantucket Apartments Associates, 80 B.R. 154 (Bankr. E.D. Mass. 1987); In re Monterey Equities-Hillside, 73 B.R. 749 (Bankr. N.D. Cal. 1987); 1 Collier on Bankruptcy §3.02[c][iii] (15th ed.).

The burden of proof is on the movant to demonstrate by a preponderance of the evidence that the case was filed in the wrong district. The factors reviewed by the court to determine whether the case should be transferred for the convenience of the parties include: (1) the proximity of creditors of every kind to the court; (2) the proximity of the debtor to the court; (3) the proximity of the witnesses necessary to the administration of the estate; (4) the location of the assets; (5) the location that will best facilitate the economic administration of the estate; (6) the necessity for ancillary administration if bankruptcy should result.

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See, e.g., In re FRG, Inc., supra at 136; In re Bell Tower Associates, Ltd., supra at 801; In re Nantucket Apartments Associates, supra at 156. If the court finds that the district chosen by the debtor does not reasonably satisfy these criteria, the case may be transferred. Bankruptcy Rule 1014(a)(2).

If your client is a creditor who has a valued interest in the assets of an estate, seeking a change of venue may be the first tool available to you to protect your client's interest.

Co-Debtor Stays

Once the partnership or general partner(s) files bankruptcy, the issue of what effect the automatic stay has on the remaining partners and/or the partnership becomes an important one.

In the partnership context, § 362 of the Bankruptcy Code does not prevent creditors from attempting to collect from other parties who are liable for the debt as partners, by association, guarantee, contract, and so on. Under Chapter 11, a creditor can seemingly proceed to collect debts of a bankrupt partnership from the general partner. Creditors can also pursue limited partners who have chosen to guarantee some of the partnership's obligations. However, the debtor or the trustee may petition the court for a co-debtor stay if the creditors' efforts against a nonbankrupt partner put in jeopardy the possibilities of reorganization. Such a request will most likely occur when the creditors' actions against the co-debtor may affect the chances for a successful Chapter 11 reorganization. The statutory basis for such a request can be found in § 105 of the Bankruptcy Code.

Section 105 provides that the bankruptcy court may "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." This language has been interpreted by some bankruptcy courts, including the Western District of Michigan, to allow the issuance of a stay (injunction) on the behalf of the co-debtor, in appropriate cases where the assets or interests of the co-debtor could have an effect on the Chapter 11 reorganization of the debtor. However, a stay under § 105 is by no means automatic. Sufficient compelling proofs must exist on the record to warrant granting such relief. In the Matter of JRT, Inc., 121 B.R. 314, 319-20 (Bankr. W.D. Mich. 1990). To have the court enjoin an action against the co-debtor or its property, the movant must present proofs sufficient to support a preliminary injunction. The factors to be reviewed include: (1) irreparable harm to the bankruptcy estate if the injunction does not issue; (2) the strong likelihood of success on the merits; and (3) minimal harm to other parties. In the Matter of JRT, Inc., supra at 319; In re Otero Mills, 25 B.R. 1018, 1021 (D.C.N.M. 1982).

Still other courts have indicated that § 105 does not or should not give a bankruptcy court the right to enjoin certain creditors from pursuing its remedies against nonbankrupt debtors. See In re Park Center Mall Associates, 1991 Bankr. Lexis 999 (Bankr. D. Idaho, 1991); In re A.J. Mackay Co., 50 B.R. 756 (Bankr. C.D. Utah 1985); In re Aboussie Bros. Construction Co., 8 B.R. 302 (Bankr. E.D. Mo. 1981). The argument that partnerships and partners are separate and distinct legal entities tends to support these courts' philosophy that one independent from the bankruptcy estate should not enjoy the fruits of the estate without the detriments.

Importantly, even if a co-debtor stay is issued, it may not be all-inclusive, nor will it be permanent. In In the Matter of Old Orchard Investment Co., 31 B.R. 599 (W.D. Mich. 1983), the court held that partners of a bankrupt partnership may successfully enjoin actions to collect debts that could be or have been filed against a debtor-partnership. However, claims that could not have been filed against the partnership may not be enjoined and can be collected through customary proceedings. Id. at 603.

The rule of thumb seems to be that the court will enter a co-debtor stay where it can be shown to best preserve the integrity of the automatic stay and to uphold the policy of the Code to properly preserve the assets of the estate and prevent a destructive race to the courthouse. In the Matter of Old Orchard, supra at 602. If creditors are allowed to bring claims against the nonbankrupt partners that could be brought against the debtor partnership, the creditors essentially have made an "end-run around the automatic stay." Id. at 602-603.

Effect of General Partner Filing Bankruptcy and Removal of the General Partner

Typically, real estate projects are undertaken by single asset limited partnerships controlled by a developer/general partner. The developer may serve as the general partner for numerous partnerships. The current downturn in the real estate market has caused many developer/general partners to seek bankruptcy court protection. What impact does that have on the developer's ability to continue to function as a general partner?

Initially, the applicable state's partnership act should also be reviewed to determine what, if any, effect the filing has on the status of the partnership. Michigan follows the Uniform Partnership Act (UPA), MCL 449.1 et al., and the Revised Uniform Limited Partnership Act (RULPA), MCL 449.1101 et al.

Although the language of the uniform partnership acts tend to lean toward dissolution of the partnership upon the filing of bankruptcy by the general partner, the emerging rule in this area is that the filing of a Chapter 11 reorganization by a general partner does not result in a dissolution. See In re Priestley, 93 B.R. 253 (Bankr. D.N.M. 1988); In re B C & K Cattle Co., 84 B.R. 69 (Bankr. N.D. Tex. 1988); In re Saffren, 65 B.R. 566 (Bankr. C.D. Cal. 1986); In re Rittenhouse Carpet, Inc., 56 B.R. 131 (Bankr. E.D. Pa. 1985); contra, In re Minton Group, Inc., 27 B.R. 385 (Bankr. S.D.N.Y. 1985), aff'd, 46 B.R. 222 (S.D.N.Y. 1985); In re Harms, 10 B.R. 817 (Bankr. D. Colo. 1981). See, however, In re Sovereign Group, 1984-21 Ltd., 88 B.R. 325 (Bankr. D. Colo. 1988). See also MCL 449.31(5), .1402.

However, in partnership bankruptcies not only is the law important, the language of the partnership agreement could have an impact on the potential survival or dissolution of a partnership. See MCL 449.1402. Accordingly, partnership agreements should be carefully reviewed and/or carefully drafted to make sure they meet the needs and desires of the partners involved and to determine what, if any, options the nondebtor partners have in relation to the general partner or partnership filing bankruptcy.

On their face, the uniform partnership acts also prohibit a bankrupt general partner from continuing to function as the managing or general partner. MCL 449.35(3) of the UPA states that a partnership is not bound by any act of a partner after dissolution, where the partner has become bankrupt. MCL 449.1403 of the RULPA states that the general partner in a limited partnership has the same rights and powers and is subject to the same restrictions and liabilities as a partner in a general partnership, unless otherwise provided for in the partnership agreement. See Kaster and Cymbler, "The Impact of a General Partner's Bankruptcy Upon the Remaining Partners," 21 Real Prop. Prob. & Tr. J. 539 (1986).

The uniform acts also place restrictions on the ability of a general partner to assign its rights under the partnership agreement. Although it is generally believed that the general partner can assign its economic rights in a partnership, it is unlikely that it can unilaterally assign any of its management rights. Id. The uniform acts indicate that an assignee of a general partner is allowed to reap the benefits from the economic rights of the former general partner but cannot continue the management rights. MCL 449.27(1), .1702.

Even though the uniform acts suggest that a bankrupt general partner cannot continue to function as a general partner in a managerial capacity, courts have decided differently. Recently, in In re Cardinal Industries, Inc., 116 B.R. 964 (Bankr. S.D. Oh. 1990), the bankruptcy court found that a debtor's management interest in a partnership is not terminated when bankruptcy is filed and is in fact protected by the automatic stay in a Chapter 11 proceeding. The court found that the termination provisions in the partnership agreement and in the relevant partnership acts in Michigan and Ohio were not applicable and effectively were invalidated under § 365 or by application of the supremacy clause. The court stated that a general partner that is eligible for Chapter 11 relief, and its operating trustee, "should not have the means for reorganization taken away because of ipso facto bankruptcy termination provisions either in executory contracts or in nonbankruptcy law. That result would harm the estate where assumption would benefit creditors without harm to the other party to the contract." Id. at 982. Critical to the underpinnings of Judge Sellers's analysis in Cardinal is the recognition that a general partner has both an economic interest and a management interest in the partnership. The management interest, being property

of the estate, may not be extinguished absent compliance with § 362(d) of the Code. The court found that the automatic stay was not lifted as a matter of law based on nonbankruptcy law, and accordingly the limited partners were not permitted to remove the debtor as a general partner without cause. Id.

The determination of whether cause exists under § 362(d) is a balancing test in which the court considers the hardships that may befall all parties involved if the stay is lifted or not lifted -- an analysis that is based on the totality of the circumstances. The sole fact that the general partner filed bankruptcy is not "cause" for lifting the automatic stay. In re Cardinal Industries, supra; In re Rittenhouse Carpet, Inc., supra. However, in In re Priestley, supra, the court found that the limited partners were entitled to relief from the stay to permit them to bring a state law proceeding to remove the debtor as sole general partner and wind up the partnership. See also In re Harms, supra.

Finally, in In re Cardinal Industries, Inc., supra, the court found that a Chapter 11 trustee's assumption of a debtor's management interest as general partner under a limited partnership agreement did not constitute an "assignment" of an executory contract within the meaning of the provisions of the Code. 11 U.S.C. § 365. Thus, the nonbankruptcy law that would prohibit an assignment without the consent of the partners was inapplicable.

Conclusion

Prevailing economic conditions in real estate, oil and gas, and other industries employing limited partnerships as investment and development vehicles have caused the partnerships and their general partners to seek bankruptcy relief in ever-increasing numbers. All too often critical reorganization issues turn on contractual language and nonbankruptcy law. As the number of partnership-related cases increases, more predictability, derived from application of the Code and the supremacy clause, may begin to evolve.

RECENT BANKRUPTCY DECISIONS

The following are summaries of recent Court decisions that address important issues of bankruptcy law and procedure. These summaries were prepared by Jahel H. Nolan with the assistance of Larry Ver Merris.

Barnhill v Johnson, 1992 U.S. Lexis 1955. This case, authored by Chief Justice Rehnquist, involves the question whether, in determining if a transfer occurred within the 90-day preference period, a transfer made by check should be deemed to occur on the date the check was presented to the recipient or on the date the drawee bank honored it.

The Debtor made a payment for a bona fide debt to Barnhill in New Mexico. The check was delivered to Barnhill on November 18. The check was dated November 19 and was honored by the drawee bank on November 20. The Debtor later filed a Chapter 11 bankruptcy petition. The parties agreed that the 90th day before the bankruptcy filing was November 20.

Johnson was appointed trustee for the bankruptcy estate and filed an adversary proceeding against Barnhill, claiming that the check payment was recoverable by the estate pursuant to 11 U.S.C. § 547(b). Johnson asserted that the transfer occurred on November 20, the date the check was honored by the drawee bank, and therefore was within the 90-day period. Barnhill claimed that the transfer occurred on November 18, the date he received the check, and that it fell outside the 90-day period. The bankruptcy court concluded that a date of delivery rule should govern, and the district court affirmed. The Court of Appeals for the Tenth Circuit reversed, concluding that a date of honor rule should govern actions under § 547(b). The Supreme Court held that for the purposes of § 547(b), a transfer made by check is deemed to occur on the date the check is honored (this implicitly overrules the Sixth Circuit's "date of delivery" decision in In re Belknap, Inc., 909 F.2d 879 [6th Cir. 1990]).

The Supreme Court stated that what constitutes a transfer and when it is complete is a matter of federal law. The Bankruptcy Code defines transfer as "every mode . . . absolute or conditional . . . of disposing of . . . property or . . . an interest in property." In the absence of any controlling federal law, property and interests in property are creatures of state law. Under the Uniform Commercial Code as adopted in New Mexico, a check is simply an order to the drawee bank

to pay the sum stated on demand. If the check is honored, the Debtor's obligation is discharged, but if it is not honored, a cause of action against the Debtor accrues to the check recipient upon demand following dishonor.

The Court went on to say that an unconditional transfer of the Debtor's interest in property did not occur before November 20, since receipt of the check gave Barnhill no right in the funds the bank held on the Debtor's account. No transfer of any part of the Debtor's claim against the bank occurred until the bank honored the check, at which time the bank had the right to "charge" the Debtor's account and Barnhill's claim against the Debtor ceased. Honoring the check left the Debtor in the position that it would have occupied had it withdrawn cash from its account and handed it over to Barnhill. Thus, it was not until the Debtor directed the bank to honor the check and the bank did so that the Debtor implemented a mode of disposing of property or an interest in property under § 101(54) and a transfer took place.

The Court rejected Barnhill's argument that delivery of a check should be viewed as a conditional transfer, stating that any chose in action against the Debtor that he gained when he received the check could not be fairly characterized as a conditional right to property or an interest in property since until the moment of honor the Debtor remained in full control of the account's disposition and the account remained subject to a variety of actions by third parties.

In addition, the Court stated that the rule of honor is consistent with § 547(e)(2)(A), which provides that a transfer occurs at the time it takes effect between the transferor and the transferee, particularly since the Debtor retained the ability to stop payment on the check until the very last.

Connecticut National Bank ***v*** ***Germain***, 1992 U.S. Lexis 1531. This case, authored by Judge Clarence Thomas, involves the question whether an interlocutory order issued by a district court sitting as a court of appeals in bankruptcy is appealable under the unambiguous language of 28 U.S.C. § 1292.

The trustee had filed a demand for a jury trial in an adversary proceeding, seeking to hold a bank liable to the estate for various torts and breaches of contract. The bankruptcy court denied the bank's motion to strike the jury demand, and the district court affirmed. The Second Circuit dismissed the bank's appeal for lack of jurisdiction, holding that a court of appeals may exercise jurisdiction over interlocutory orders in bankruptcy only when a district court issues the order after having withdrawn a proceeding or case from a bankruptcy court, and not when the district court acts in its capacity as the bankruptcy court of appeals. The Supreme Court reversed.

The Court stated that courts of appeal have jurisdiction over interlocutory orders of the district courts of the United States under 28 U.S.C. § 1292. Bankruptcy appeals are governed for the most part by 28 U.S.C. § 158. Section 158(a) and (b) gives the district court or bankruptcy appellate panel authority to hear appeals from final and interlocutory orders of the bankruptcy courts. Subsection (d) of § 158 provides that the courts of appeals have jurisdiction of appeals from all final decisions, judgments, orders, and decrees entered under subsections (a) and (b). Therefore, because § 158 does not mention interlocutory orders entered by the district courts in bankruptcy, the parties agreed that § 158 did not confer jurisdiction on the court of appeals. The trustee contended that the court of appeals did not have jurisdiction under § 1292 either, arguing that § 158(d) precluded jurisdiction under § 1292 by negative implication. The trustee reasoned that although 28 U.S.C. §§ 1291 and 1292 appear to cover the universe of district courts' decisions, with § 1291 conferring jurisdiction over appeals from final decisions and § 1292 conferring jurisdiction over certain interlocutory orders, that could not be so. The trustee argued that if § 1291 covered all final decisions by a district court, that section would render § 158(d) superfluous, since a final decision issued by a district court sitting as a bankruptcy appellate court is still a final decision of the district court.

The Supreme Court determined that it was not necessary to choose between giving effect on the one hand to § 1291 and on the other hand to § 158(d), stating that the statutes did not pose an either/or proposition. The Court acknowledged that § 1291 and § 158(d) overlap but noted that each section confers jurisdiction over cases that the other section does not reach. Because giving effect to both §§ 1291 and 158(d) would not render one or the other wholly superfluous, the Court said that it did not have to read

§ 158(d) as precluding courts of appeal from exercising jurisdiction under § 1291 over district courts sitting in bankruptcy. Similarly, the high court added, it did not have to read § 158(d) as precluding jurisdiction under § 1292.

Finally, the court rejected the trustee's contention that the legislative history pointed to a different result, stating that judicial inquiry into the applicability of § 1292 began and ended with what § 1292 did say and what § 158 did not. The Court found no reason to infer from § 1292 or § 158(d) that Congress meant to limit appellate review of interlocutory orders in bankruptcy and concluded that so long as a party to a bankruptcy case or proceeding met the conditions for interlocutory review imposed by § 1292, a court of appeals would rely on that statute as a basis for jurisdiction.

***Andrews University* v *Weiner Merchant*,** Case No. 90-1969 (6th Cir. 1992). This case, authored by Judge Johnstone, involves the reversal of a district court opinion where the court discharged student loans guarantied by a private educational institution and the institution's extensions of credit for educational expenses. The court stated that under § 523(a)(8), educational loans made, insured, or guarantied by a governmental unit or made under any program funded in whole or in part by a governmental unit or nonprofit institution are not dischargeable in bankruptcy. The district court reasoned that a nonprofit institution funds an educational bank loan when it agrees to purchase every loan and that Andrews University did not fund the educational loan because it purchased such loans only in the event of default. The court of appeals stated that the district court's construction was too narrow. It went on to say that Andrews University's participation in the student loan program was crucial to the Debtor receiving money to fund a portion of her education. Andrews University processed and submitted the Debtor's loan application to the bank. Upon default, the bank had full recourse against Andrews University for the balance due on the note. Thus, the Debtor's obligation to the bank was funded in part by Andrews University, and therefore the loan was not dischargeable under 11 U.S.C. § 523(a)(8). In addition, the court stated that Andrews University's credit extensions were not dischargeable. The court stated that the credit extensions were loans for educational expenses. The Debtor signed forms evidencing the amount of her indebtedness before she registered for classes. She received her education from Andrews University by agreeing to pay the sums of money owed for educational expenses after graduation.

***John Deere Company, et al.* v *Cole Bros., Inc.*,** Case No. 1:92-CV-125 (W.D. Mich. March 25, 1992). This decision, authored by Judge Benjamin Gibson, involves the appeal of a bankruptcy court order permitting the Debtor to use cash collateral even though the release of the cash made the secured creditors less secure.

The Debtor was in a Chapter 11 bankruptcy, and the appellants were secured creditors of the Debtor. The secured creditors held security in cash and other assets of the Debtor. The value of this collateral barely exceeded the amount of the debts, leaving the secured creditors with a small equity cushion of approximately 1.37 percent. Despite this, the bankruptcy court permitted the Debtor to use some cash collateral for its operations. The secured creditors appealed.

The District Court stated that § 363 of the Bankruptcy Code permits the release of cash collateral as long as the secured creditor is protected. Ordinarily, the small equity cushion of 1.37 percent would not provide adequate protection. However, the cash collateral orders appeared justifiable, because when they were made, the secured creditors were given security and other collateral. In addition, the cash release was vital to the Debtor's operations and survival.

In re Kessler, Inc., Case No. 1:91-CV-678 (W.D. Mich. March 16, 1992). This opinion, authored by Judge Robert Holmes Bell, involves an appeal of a bankruptcy court order where the court denied a law firm standing to bring a claim under § 506(c) of the Bankruptcy Code.

Kessler, Inc. filed a petition for relief under Chapter 11 on December 12, 1990. Just before the case was converted to Chapter 7, the Debtor and Norwest, the principal creditor of the Debtor, entered a Stipulation to Acknowledge Section 506(c) Claim and to Provide for Payment of Such Claim. In the stipulation, Norwest agreed to reimburse the Debtor's counsel for a portion of its expenses incurred in conducting the sale of Debtor's assets. The U.S. Trustee objected,

claiming that the Debtor's attorneys had no right to pursue § 506(c) claims on their own behalf and that such a right belonged solely to the Chapter 7 Trustee. The bankruptcy court held that § 506(c) is limited to trustees and debtors-in-possession. The district court affirmed, saying that the clear language of the statute limits § 506(c) to trustees. It did not support direct payment to the firm of § 506(c) expenses.

STEERING COMMITTEE MEETING MINUTES

A meeting was held on April 24, 1992 at noon at the Peninsular Club. Present: Mark Van Allsburg, Timothy J. Curtin, Brett N. Rodgers, Robert E.L. Wright, Peter Teholiz, Robert Mollhagen, Marcia Meoli, Thomas P. Sarb, James VanTine, John Grzybek (guest of Robert Sawdey), Robert Sawdey, and Tom Schouten.

1. <u>1992 Bankruptcy Seminar (at Park Place Hotel)</u>.

A. <u>Educational Program</u>. Robert E.L. Wright announced that the Educational Program is coming together and should be announced shortly. Anyone with any further topic suggestions should immediately contact Bob Wright.

B. <u>Activities</u>. Those signing up for golf following the Friday session of the 1992 Bankruptcy Seminar will be required to provide a credit card number to which their green fees will be charged. If any participant's plans change, it will be the participant's responsibility to find a replacement from a waiting list (if any).

2. <u>Attorneys' Room</u>. Mark Van Allsburg discussed the current status of completion of furnishing of the attorneys' room, use of fax equipment, etc.

3. <u>Local Rules</u>. Mark Van Allsburg discussed the status of the review of the local rules as to possible amendments. Anyone having any comments with regard to local rules should submit those to Bob Wright for transmission to the Court on behalf of the Local Rules Committee.

4. <u>Reimbursement of Mailing Costs</u>. Tom Schouten reported that it is unlikely that a provision with regard to immediate reimbursement of mailing costs will become a part of the Local Rules. However, the judges may be receptive to such requests in appropriate circumstances, to be decided on a case-by-case basis. Any party seeking immediate reimbursement of such mailing costs should seek he concurrence of the U.S. Trustee's office and any Committee that is active in the case, or notice the matter for hearing.

5. <u>Next Meeting</u>. The next meeting of the Steering committee will be on Friday, May 15, 1992 at 12:00 noon.

LOCAL BANKRUPTCY STATISTICS

The following is a summary of the number of bankruptcy cases commenced in the United States Bankruptcy Court for the Western District of Michigan (Lower Peninsula) during the period from January 1, 1992 through March 31, 1992. These filings are compared to those made during the same period one year ago and two years ago.

	1/1/92-3/31/92	1/1/91-3/31/91	1/1/90-3/31/90
Chapter 7	1,508	1,335	983
Chapter 11	28	47	34
Chapter 12	5	3	6
Chapter 13	439	472	397
	1,980*	1,857	1,420

* The 695 new filings in March, 1992 are a new record for filings in one month.

EDITOR'S NOTEBOOK

As this issue of the Bankruptcy Law Newsletter went to print, the U.S. Supreme Court settled the split in the circuits by holding that, in the absence of a timely objection, a Chapter 7 debtor's exemption claim (in this case, to the proceeds of a discrimination lawsuit) had to be allowed. Taylor v. Freeland & Kronz, Docket No. 91-571, 1992 U.S. Lexis 2546 (April 21, 1992). In doing so, the Supreme Court affirmed the Third Circuit, which read § 522(l) and B.R. 4003(b) literally. That subsection provides that property claimed as exempt is exempt unless a party in interest files an objection. That objection must be filed within 30 days of the close of the § 341 meeting under B.R. 4003(b). Until the Supreme Court's decision, the rule in the Sixth Circuit was that a bankruptcy court could examine a claimed exemption to determine whether a "good faith statutory basis" exists to claim the exemption, even if no timely objection was filed. In re Dembs, 757 F.2d 777 (6th Cir. 1985).

This will be the last issue of the Newsletter for which Jahel Nolan of Warner, Norcross & Judd will be preparing the Recent Bankruptcy Decisions. Jahel is fast approaching maternity leave, and we wish her the best. We extend our thanks to Jahel for all the work she has done over the past year in preparing the detailed case summaries. Joe Ammar of Miller, Johnson, Snell & Cummiskey has volunteered to take over from Jahel Nolan, with the continuing capable assistance of Larry Ver Merris of Day & Sawdey. Joe adds this duty to his service on the editorial board of the State Bar Journal. Any subscriber to this Newsletter who may become aware of a recent case of interest in the Eastern or Western District Bankruptcy Court, District Court, or Sixth Circuit should forward that case to Joe's attention.

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