

6. Heritage Hills (a land development firm) was organized on July 2, 1975, as a limited partnership, but the partnership agreement was never properly filed. Heritage Hills went bankrupt, and the bankruptcy trustee has sought to recover the debts owed by the partnership from the limited partners. Can he? [*Heritage Hills v. Zion's First Nat'l Bank*, 601 F.2d 1023 (9th Cir. 1979)]

7. The Orleans Parish School Board hired Johnson & Higgins (J & H) to provide consulting services. J & H provided those services over the next few years but was then acquired by Marsh & McLennan, a larger insurance firm. Marsh continued the work that J & H had been doing and submitted an invoice to the Orleans Parish School Board for reimbursement. The Board said that it had no contractual arrangement with Marsh and, as such, was not liable for the services. Is the Board correct? Describe what happened in the relationships and apply the principles of corporate law to determine whether Marsh can be paid. [*Marsh Advantage America v. Orleans School Board*, 995 So. 2d (La. App. 2008)]