

partnership, unless renewed as a special partnership, under the provisions of the last preceding section.

11. The business of the partnership may be conducted under the name of any one or more of the general partners, and with or without the addition of the word Co. or company, as the parties may determine; and in any action or suit to be brought on any contract or engagement of the partnership, or to enforce any liability of the same, the general partner whose name is used in said firm or business, shall be the only necessary party defendant; and any judgment or decree recovered against said defendant, shall have the same legal effect and operation, and execution thereon shall be enforced and have like effect as if the judgment or decree had been recovered against all the general partners.

12. If the name of any special partner shall be used in the firm with his privity, he shall be deemed a general partner, and the general partners only shall transact the business; and if a special partner shall interfere, contrary to this provision, he shall be deemed a general partner; but he may from time to time examine into the state and progress of the partnership concerns, and advise as to their management.

13. No part of the sum which any special partner shall have contributed to the capital stock, shall be withdrawn by him, or paid or transferred to him in the shape of dividends, profits, or otherwise, during the continuance of the partnership; but any partner may annually receive lawful interest on the sum so contributed by him, if the payment of such interest shall not reduce the original amount of such capital; and if, after payment of such interest, any profits shall remain to be divided, he may also receive his portion of such profits.

14. If it shall appear that, by the payment of interest or profits to any special partner, the original capital has been reduced, the partner receiving the same shall be bound to restore the amount necessary to make good his share of capital, with interest.

15. Every sale, assignment, or transfer of any property or effects of such partnership made by such partnership when insolvent, or in contemplation of insolvency, or after or in contemplation of the insolvency of any partner, with the intent of giving a preference to any creditor of such partnership or insolvent