

partner; and every judgment confessed, lien created, or security given by such partnership, under the like circumstances, and with the like intent, shall be void as against the creditors of such partnership.

16. Every such sale, assignment, or transfer of any of the property of a general or special partner, made by such general or special partner when insolvent, or in contemplation of insolvency, or after or in contemplation of the insolvency of the partnership, with intent of giving to any creditor of his own, or of the partnership, a preference over the creditors of the partnership; and every judgment confessed or lien created, or security given, by any such partner under like circumstances, and with the like intent, shall be void as against the creditors of the partnership.

17. Every special partner, who shall violate any of the provisions of the two last preceding sections, or who shall concur in or assent to any such violation by the partnership, or by any individual partner, shall be liable as a general partner.

18. In case of the insolvency or bankruptcy of the partnership, no special partner shall, under any circumstances, be allowed to claim as a creditor, until the claims of all the other creditors of the partnership shall be satisfied.

19. All suits respecting the business of the partnership shall be brought by and against the general partners only, except in those cases in which provision is hereinbefore made, that special partners shall be deemed general partners, and special partnerships general partnerships; when all persons so becoming general partners may be joined with those originally general partners in any suit brought against such partnership, and except also the case provided for in section eleven of this article.

20. If in any case a suit shall be brought against general and special partners, and at the trial of the cause it shall appear that the special partners, or any of them, are not liable to the writ of the plaintiff, the court may proceed to judgment or decree against the partners who may appear to be liable, in the same manner as if such partners were the only parties defendants to the writ; excepting that the partners who may be deemed not liable, shall recover their legal costs against the plaintiff, and such additional costs as the court may deem reasonable; and if a