

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.

This section prevents a special partner from withdrawing his capital before the expiration of the period limited in the certificate, and while there are debts outstanding. *Safe Deposit Co. v. Cahn*, 102 Md. 549.

This section referred to in construing section 2. *et seq.* *Lineweaver v. Slagle*, 64 Md. 485.

1904, art. 73, sec. 14. 1888, art. 73, sec. 14. 1860, art. 72, sec. 14.
1836, ch. 97, sec. 13.

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.

This section referred to in construing section 2, *et seq.* *Lineweaver v. Slagle*, 64 Md. 485.

Ibid. sec. 15. 1888, art. 73, sec. 15. 1860, art. 72, sec. 15.
1836, ch. 97, sec. 15.

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 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.

Where a firm which is knowingly insolvent transfers property to one of its creditors, thereby paying the latter in full, the law conclusively presumes the intention to prefer; hence the special partner is liable as a general partner under section 17. *Lineweaver v. Slagle*, 64 Md. 487.

Ibid. sec. 16. 1888, art. 73, sec. 16. 1860, art. 72, sec. 16.
1836, ch. 97, sec. 16.

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.

See note to sec. 15.

Ibid. sec. 17. 1888, art. 73, sec. 17. 1860, art. 72, sec. 17.
1836, ch. 97, sec. 17.

17. Every special partner who shall violate any of the provisions of the two preceding sections or who shall concur in or assent to any such