

violation by the partnership or by any individual partner shall be liable as a general partner.

See note to sec. 15.

1904, art. 73, sec. 18. 1888, art. 73, sec. 18. 1860, art. 72, sec. 18.  
1836, ch. 97, sec. 18.

**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 all the claims of all the other creditors of the partnership shall be satisfied.

Ibid. sec. 19. 1888, art. 73, sec. 19. 1860, art. 72, sec. 19. 1836, ch. 97,  
sec. 19. 1849, ch. 347, sec. 1.

**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 11.

This section applies to suits brought while the partnership is a going concern, and to suits brought after the dissolution but while the special partners' contribution still forms part of the assets, or has been absorbed in paying debts. *Safe Deposit Co. v. Cahn*, 102 Md. 547.

See sec. 11.

Ibid. sec. 20. 1888, art. 73, sec. 20. 1860, art. 72, sec. 20.  
1836, ch. 97, sec. 20.

**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 suit 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 creditor shall have recovered against the general partners only and shall afterwards discover that the special partners have become liable as general partners, he may file a bill in equity against the general and special partners for further relief against them; and in such proceeding the judgment recovered as aforesaid shall be *prima facie* evidence of the amount due by the partnership as against the special partners.

This section indicates that section 19 ought to be limited in its application so as to include only such suits as are instituted during the existence of the co-partnership, or during the time after its dissolution when the special partner's contribution still forms part of the firm's assets in the hands of the general partners. *Safe Deposit Co. v. Cahn*, 102 Md. 549.