

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 No part of the sum which any special partner shall have contributed to the capital stock, shall be withdrawn by him, or paid or transferred to him in the shape of dividends, profits, or otherwise, during the continuance of the partnership; but any partner may annually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.

Id. s. 13.
1836, c 97, s 12
Contribution of special partner not to be withdrawn during partnership
May receive interest and 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.

Id. s 14
1836, c 97, s 13
When special partner bound to restore amount necessary to make good his share of capital

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.

Id. s 15
1836, c 97, s 15
Assignment, etc., of partnership effects, in view of or after insolvency.

When void.

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

Id. s. 16
1836, c 97, s 16.
Assignment, etc., of property of general or special partner.

When void.

17. Every special partner, who shall violate any of the provisions of the last two 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.

Id. s 17
1836, c 97, s 17
Special partner violating two preceding sections, liable as 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.

Id. s 18
1836, c 97, s 18.
Special partner postponed to creditors.

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.

Id. s 19.
1836, c 97, s 19,
1849, c 347, s. 1.
How suits brought

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

Id. s 20.
1836, c 97, s. 20
Proceeding in