

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; but if the word "limited" be used as part of the firm name and if said word "limited" together with the name of the special partner and his designation a "special partner," be placed upon all signs used by the partnership and be printed upon the bills, notes, checks, letters and other papers ordinarily used by the partnership in the course of its business, the special partner may take part in transacting the business of the partnership without being deemed on this account a general partner.

1888, art. 73, sec. 13. 1860, art. 72, sec. 13. 1836, ch. 97, sec. 12.

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 No part of the sum which any special partner shall have contributed to the capital stock shall be withdrawn by him or paid or transferred to him in the shape of dividends, profits or otherwise during the continuance of the partnership, but any partner may annually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

Lineweaver v. Slagle, 64 Md. 465.

Ibid 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.

Ibid.

Ibid. 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.

Ibid