

RECEIVER.—*Continued.*

7. A receiver is never appointed before answer but upon strong special ground, supported by affidavit. *Ib.*
8. A motion to rescind an appointment is always heard on a short notice. *Ib.*
9. A receiver is in no case permitted to take charge of the property without having first given bond with approved surety. *Ib.*
10. The Court always reluctantly interferes against the legal title; only in a case of fraud clearly proved, and of imminent danger. *Ib.*
11. A receiver will not be appointed when the matter in dispute depends on the legal title, unless strong grounds are shown, and the rents and profits are in imminent danger. *Ib.*
12. The bill in this case was filed by one partner against his copartners, charging them with a design to waste the joint property, or to apply it to their own use, and averred that the firm was utterly insolvent. The answer denied the charges of the bill, but admitted the insolvency of the firm. *Held*, that a receiver should be appointed. *Ib.*
13. The recommendations of those most interested have generally been most regarded in the appointment. *Ib.*
14. The receiver authorized to sell the property according to the usual course of business. *Ib.*

## REMOVAL OF CAUSES.

No order or decree of a County Court can, after the case has been removed, be altered or reversed by the Court of Chancery. *Strike's Case*, 50.

## REVIVOR.

See ABATEMENT AND REVIVOR.

## SALE.

Where a person, who had allowed himself to be reported by the trustee as the highest bidder, without any design to baffle the proceedings of the Court, stated, that he was unable to comply with the terms of the sale, he was discharged on payment of costs only, without having the property resold at his risk. *Deaver v. Reynolds*, 44.

See DEBTOR AND CREDITOR, 1, 2, 4, 5.

EXECUTION, 11, 12.

LIEN, 11.

PLEADING, 23.

TRUSTS AND TRUSTEES, 6.

## SECURITY FOR COSTS.

See PRACTICE, 10.

## SET-OFF.

See MESNE PROFITS, 7.

## SOLICITOR.

See CONTRACT, 1.

EVIDENCE, 1.

## SPECIFIC PERFORMANCE.

1. A purchased of B a tract of land, for which A stipulated to pay in bonds and notes endorsed by him, and for the eventual solvency of which he should be responsible. *Held*, that A must deliver to B