

money lent and advanced to *Marriott*, for which the petitioner may sue at law. But this delinquent agent of the court, after having been removed, now asks to have the sum he alleges he has paid *Marriott*, allowed as a payment made while he was trustee, without any authority, or even pretext of authority, from this court. Most certainly it cannot be allowed to him as a payment made as trustee. The petitioner takes another ground, which is, that he may be considered as an equitable assignee. But if he who had paid money, as set forth in the petition, could be let in as an equitable assignee, then all the other creditors of *Marriott* must be allowed to come in upon the same terms. But that could never be permitted. Whereupon it is Ordered, that the petition be dismissed with costs.

A sale having been made by the trustee, and ratified by the court, the auditor reported a distribution of the proceeds among the claimants, which was ratified on the 22d September, 1828, and the trustee directed to apply the proceeds accordingly, and the case thus finally closed.

WILLIAMSON v. WILSON.

The power to appoint a receiver is one of as great utility as any which belongs to the court, and is well established upon reason and authority.

Where there has been a breach of duty by a partner, or the firm has become insolvent, and a partner is wasting, or threatens to make an improper application of the funds, a receiver may be appointed before the coming in of the answer.

A receiver is considered as an executive officer of the court, bound so to keep the property placed in his hands, that it may be easily traced, and immediately produced when called for; and on his failing to do so, he, or, on his death, his personal representatives may be proceeded against in a summary way.

A partnership for a limited period may be dissolved before the expiration of the specified time by death or insolvency.

After a firm has become insolvent, the partners are to be considered as trustees for the benefit of their creditors; and therefore a suit between such partners may be treated as a creditor's suit, and the partnership estate collected and distributed accordingly.

Where evidence in support of a claim, in a creditor's suit, is within the knowledge of a co-creditor who has filed his claim, and thus become a party to the suit, he may be required to answer interrogatories on oath.

Where testimony is proposed to be taken in support of a claim, notice of the taking of it must be so given as that it may be presumed to have been fully and correctly reported to the court.