

RECEIVERS. — *Continued.*

- the rents and profits were in danger of being lost, the court refused to appoint a receiver. *Ib.*
5. The court interposes, by appointing a receiver, against the legal title with reluctance, and fraud or imminent danger, if the intermediate possession should not be taken by the court, must be clearly proved. *Thompson vs. Diffenderfer*, 489.
 6. Though the court will not, by the appointment of a receiver, deprive a prior mortgagee, having the legal title, of his right of possession, it will not object to such appointment by any act short of a personal assertion of his legal right, and taking possession himself. *Ib.*
 7. The power of appointing a receiver is a delicate one, and to be exercised with prudence and circumspection, yet, upon a sufficient cause stated and proved, the court will exercise the power, though by so doing, the business of the defendants, as merchants, would be broken up. *Ib.*

RECORDING OF DEEDS.

The act of 1785, ch. 72, sec. 11, authorizes the court to direct a deed to be recorded, but with a limitation that it shall not effect the rights of creditors, becoming such after the execution of the deed. *Brooks vs. Dent*, 523.

REMEDIAL LAWS.

See CONSTRUCTION OF STATUTES, 1.

REMEDY AT LAW.

See JURISDICTION, 1, 2, 13.

SPECIFIC PERFORMANCE, 7.

RENTS AND PROFITS.

See DOWER, 5 to 7.

ELECTION, 2.

RES ADJUDICATA.

1. The plaintiff having sued at law for rents and profits of lands, as damages for the detention of dower, and having failed to recover them there, the question as to them must be regarded as *res adjudicata*. They cannot form the subject of a new litigation, the judgment at law having foreclosed the plaintiff. *Kiddall vs. Trimble*, 143.

RESOLUTIONS OF CORPORATIONS.

See AGENT, 2.

RESULTING TRUST.

1. Where the consideration for a conveyance is paid by one, not a party to the instrument, there is a resulting trust in his favor, a trust implied by law, from the presumed intention of the parties, and the obvious justice of the case, which may be proved by parol, being excepted from the statute of frauds. *Hollis vs. Hollis*, 479.
2. If it could be proved that land was purchased with the wife's money, then, as between her and the heirs at law, or volunteers claiming under her husband, a trust would result to her, being implied by law from the intention of the parties and the justice of the case, and which