

Chase, and in a deed bearing date on the day of the date hereof, for the lease of the said two lots or parcels of ground by the said Samuel Chase to the said James Bryden, for the term of fifteen years from the date of the said lease, and free from all incumbrances and right and title of dower whatsoever. Now the condition of the said obligation is such, that if the said Samuel Chase, his heirs or assigns, shall well and faithfully observe, perform and keep the said agreement on his part, according to the true intent and meaning thereof, then the said obligation shall be void, otherwise in full force and virtue in law."

All the other material circumstances of the case are sufficiently noticed by the Chancellor in delivering his opinion after the final hearing.

On the first of March, 1826, the plaintiff filed her petition, in which she stated, that the defendant, Samuel Chase, who had the control and management of the property in which she claimed **212** \*dower, had since the institution of this suit, taken the benefit of the insolvent law; and that if he were permitted to continue either directly or indirectly to receive the rents and profits, they would be wholly lost. Upon which she prayed that a receiver might be appointed. Upon this petition an order was passed, allowing the defendants to show cause on the 22d of the same month. After which the matter was brought up for a final decision upon the circumstances as stated by the Court.

BLAND, C., 26th April, 1826.—The petition for the appointment of a receiver standing ready for hearing, the parties were heard by counsel, and the proceedings read and considered.

The defendants have not thought proper to put in a formal answer in writing to the plaintiff's petition, but have been content with showing cause verbally. If a petition of this kind, bringing before the Court a matter which could not have been made the subject of a mere motion, because of the necessity of putting upon the record the new facts therein set forth, and apprising the party of all the circumstances on which the application is made, so as to enable him to controvert them, if he can; be not regularly and properly denied by a written answer on oath, the whole, or so much of it as is not denied must, by analogy to the course of this Court in similar cases, be taken to be true. *Shipbrooke v. Hinchinbrook*, 13 *Ves.* 393; 2 *Harr. Pra. Chan.* 40, 129, 133.

I have so recently had occasion to consider the general nature and utility of the power of this Court to appoint a receiver, *Williamson v. Wilson*, 24th April, 1826, *post*, that it will be unnecessary upon this application to notice what has been said in argument as to the novelty, or the unsettled nature of the authority of this Court to make such an appointment, or as to the very oppressive purposes to which, it is said, it may be applied. It will be