

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

of all concerned in the cause, and not of one party exclusively. He merely retains possession of the property for the benefit of the party ultimately entitled to it. *R. R. v. R. R.* 55 Md. 156; *Ellicott v. Warford*, 4 Md. 80; *Chase's Case*, 1 Bland, 206; *Ellicott v. Ins. Co.* 7 Gill, 307; *Davis v. Gray*, 16 Wallace, 218. The power is a delicate one which should be exercised with extreme caution, and only under circumstances requiring summary relief. *Furlong v. Edwards*, 3 Md. 99. But in many instances, especially in partnership transactions where after dissolution the parties cannot agree upon an adjustment and the funds are in the hands of one partner alone, cases must arise for the appointment of a receiver. *Speights v. Peters*, 9 Gill, 472.

In *Blondheim v. Moore*, 11 Md. 374, the following rules in regard to the appointment were laid down. 1. That the power of appointment is a delicate one, and to be exercised with great circumspection. 2. That it must appear that the claimant has a title to the property, and the Court must be satisfied by affidavit that a receiver is necessary to preserve the property. 3. That there is no case in which the Court appoints a receiver merely because the measure can do no harm. 4. That fraud or imminent danger, if the intermediate possession should not be taken by the Court, must be clearly proved. 5. That unless the necessity be of the most stringent character, the Court will not appoint until the defendant is first heard in response to the application. These rules are approved in *Triebert v. Burgess*, 11 Md. 461; *Haight v. Burr*, 19 Md. 134; *Voshell v. Hynson*, 26 Md. 92. In 3 *Pomeroy Eq. Jur.* sec. 1331, note 2, it is said that although the above rules have been frequently quoted as a correct generalization, they "must be taken with some reservations; they are certainly too strong to be of universal application, especially the fourth. There are classes of cases in which a receiver is appointed almost as a matter of course, although no fraud nor imminent danger is proved."

In *Whitman v. Robinson*, 21 Md. 43, the Court said that the rules laid down in *Blondheim v. Moore*, were inapplicable. "That was a bill filed by a creditor, and the interference of the Court was invoked to divest the possession of property from one having the legal estate and to place it in the hands of a receiver, and in such case it was held that fraud or imminent danger must be proved; here, the application is made by one having the legal estate, entitled to an equal right in the possession. The bill, answer and exhibits show that the appellant and appellee were co-partners, equally in interest in the property and business of the firm. By the articles, no time was limited for the continuance of the partnership; and it was therefore liable to be dissolved at the instance of either party. The bill alleges that it was dissolved by consent on 31 December, 1862; this is denied by the answer, but it manifestly appears that a dissolution was then contemplated and imminent, and it is conceded that the filing of the bill operated a dissolution. The proceedings also disclose a serious, and apparently irreconcilable disagreement between the parties, both as to the control and disposition of their property and effects, and their respective claims and demands against each other. Under these circumstances the action of the Circuit Court in continuing the injunction and appointing receivers was, in our opinion, a provident exercise of equity power, sanctioned by the authorities and demanded by the exigencies of the case."

In *Shannon v. Wright*, 60 Md. 523, and *Haight v. Burr*, 19 Md. 130, it was held that the bills set out such cases of danger to the complainants' interest.