The recommendations of those most interested have generally been most regarded in the appointment.

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ing the interference, were that the mortgagor, the judgment debtor, was in possession of the property, selling the same for his own use, that he was insolvent and that complainant was thereby in danger of losing his debt. These charges were explicitly denied by the answer, but the Court below, upon bill and answer, without proof on either side, refused to dissolve the injunction and discharge the receiver. *Held*, that under these circumstances, the injunction should have been dissolved and the receiver discharged. *Furlong* v. *Edwards*, 3 Md. 99. In this case the mortgagee, the legal owner, was in possession of the property, (having constituted the mortgagor his agent to sell,) and no fraud or improper conduct was imputed to him, and there was therefore no ground to deprive him of possession by the appointment of a receiver. *Ibid.*

A bill simply alleging that the defendant is indebted to the complainants in a specified sum, and that he is disposing of his property and collecting the debts due him, and secreting the same, with intent to defraud his creditors, and that he intends, as soon as he completes such sales and collections to abscond for the purpose of hindering, &c. his creditors, does not warrant the appointment of a receiver, or an injunction. *Uhl* v. *Dillon*, 10 Md. 500, affirmed in *Hubbard* v. *Hubbard*, 14 Md. 356. Cf. *Rich* v. *Levy*, 16 Md. 74. [Such a case would be within Rev. Code, Art. 67, sec. 34, providing for attachments on original process.]

When the executors refused to take any steps to collect a debt due the estate by certain legatees, and such legatees were without means to pay the debt unless it should be charged upon their interests as legatees, it was held on a bill against the executors, 1. That the complainants, who were legatees, interested in the proper administration of the estate, had a right to the aid of equity in enforcing the collection of the debt. 2. That the appointment of a receiver, with power to collect the sum ordered to be paid was a proper means of enforcing the Court's decree. *Bennett* v. *Rhodes*, 58 Md. 78. Where the relation of landlord and tenant exists, the former has his remedy at law and cannot maintain a bill against the tenant merely because he is a bad manager and insolvent. *Blain* v. *Everitt*, 36 Md. 82. Where a bill set forth the complainant's title, and stated that a party had wrongfully taken possession of the property, but did not state that such party was insolvent or unable to account for the same, or that the rents and profits were in danger of being lost, the Court refused to appoint a receiver. *Clark* v. *Ridgely*, 1 Md. Ch. 70. Cf. *State* v. *Railway*, 18 Md. 194.

The insolvency of the party receiving the rents and profits exposes them to danger of loss and constitutes a sufficient ground for the appointment of a receiver. *Chase's Case*, 1 Bland, 206. In a bill for the assignment of dower in which there was no allegation, that the rents and profits of the realty would be lost by reason of the insolvency of those receiving them, or that plaintiff had not an adequate remedy at law, or how such rents were jeopardized, it was held that the bill did not make a sufficient case for the appointment of a receiver. *Knighton* v. *Young*, 22 Md. 360. Claim of the whole title is unnecessary to authorize a party to make the application. *Chase's Case; Cole* v. *O'Neill*, 3 Md. Ch. 174.

A receiver ought not to be appointed without previous notice of the application to the defendant, unless the necessity be of the most stringent character. *Nusbaum* v. *Stein*, 12 Md. 315. In *Brick Co.* v. *Robinson*, 55 Md. 418, and *Blondheim* v. *Moore*, 11 Md. 365, it was held that the circumstances were not such as to justify the appointment of receivers before answer. A