

Subsequently, on the 28th of August, 1849, the co-partnership was dissolved ; the defendant agreeing by the contract of dissolution, to pay the plaintiff for his undivided one half interest in the timber, at certain rates therein specified.

Shortly afterwards, to-wit, on the 13th of September following, the complainant exhibited his bill in this court, in which, upon the ground that the defendant had been guilty of false and fraudulent representations, and the suppression of material facts, the bill prayed that the contract of dissolution might be declared void, that an account might be taken of the business of the partnership, and that in the meantime an injunction might issue, and a Receiver be appointed, to take possession of the property.

Upon this bill an injunction was ordered, but the application for a Receiver was directed to stand over for the coming in of the answer.

If the partnership which at one time existed between the parties, is to be regarded as still subsisting, then to authorize either party to apply for an injunction, and for the appointment of a Receiver, he must be prepared to show a case of great abuse, or strong misconduct, because in such cases, the interference of the court will probably break up and defeat the purpose for which the association was formed ; and it may admit of grave doubt, whether an injunction in such circumstances should be granted, unless the bill likewise asks for a dissolution of the partnership. *Story on Partnership; section 228, 229. Gow, 128.*

The objection to the interposition of the Court by way of injunction, and the appointment of a Receiver, is not so strong after the partnership has been dissolved ; in which event, the court will take care that neither party shall by his own misconduct or abuse, prejudice the rights of the other partner, and will restrain the party guilty of such misconduct by injunction, and in a proper case, by the appointment of a Receiver and Manager, to wind up the concern in a way best conducive to the interests of all. To induce the Court, however, to exert this strong authority, some urgent and pressing necessity must be shown. *Story on Partnership, sections 329, 330.*

In the case of *Williamson vs. Wilson*, 1 *Bland*, 418, the