

PARTIES TO SUITS—*Continued.*

- party. If his debt is not due, his presence may, perhaps, be dispensed with, because there is no power in this court to compel him to take his money before it becomes due. *Ib.*
5. But if the debt secured by the first mortgage be due, then the desire of the court, in all cases, to make a final settlement of the rights of all persons interested, strongly enforces the necessity of bringing him in as a party. *Ib.*
6. Parties having conflicting interests, each claiming the title to the property in dispute to be in himself, cannot unite as plaintiffs, and a bill containing an averment, that one of the plaintiffs is entitled, and that if he is not, his co-plaintiff is, cannot be supported. *Ellicott vs. Ellicott*, 468.

PARTNERSHIP, PARTNERS.

1. A partnership was entered into for a special purpose, to wit: the delivery of 40,000 feet of plank stocks, at a certain place. Subsequently, the partnership was dissolved, the defendant agreeing to pay the plaintiff for his interest in the timber, at certain rates specified in the contract of dissolution. A bill was then filed to set aside this contract of dissolution, on the ground of fraud, and praying for an injunction, and the appointment of a receiver. Upon the motion to dissolve the injunction, it was HELD—
That in a case where a partnership still subsists, to authorize either party to apply for an injunction, and the appointment of a receiver, he must be prepared to show a case of great abuse, or strong misconduct. Query, should not the bill likewise ask for a dissolution of the partnership? *O' Bryan vs. Gibbons*, 9.
2. After dissolution, the objection to an injunction, and the appointment of a receiver, is not so strong. But to induce the court to exert this strong authority, some urgent and pressing necessity must be shown. *Ib.*
3. Upon the motion to dissolve, the court cannot decide that the contract of dissolution is void. This contract transferred the legal title to the defendant, and this court is always reluctant to interfere in opposition to the legal title, and will only do so in case of fraud clearly proved, or of imminent danger. *Ib.*
4. Upon the dissolution of a partnership, each partner is entitled to assist in collecting the assets, paying the debts, and winding up the affairs of the firm. *Drury vs. Roberts*, 157.
5. Any interference with this mutual right, or the exclusion by either partner of the other, from the enjoyment of it, will justify this court, in taking the management of the concern into its own hands. *Ib.*
6. But where a party has a legal right to the possession, and control of the funds of the partnership, the court interferes with great reluctance, and a strong case of abuse must be shown before a *bona fide* possessor will be displaced. *Ib.*
7. Though a partnership be formed by an agreement under seal, still, a dissolution actually made by the parties, though not under seal, before the period limited by the agreement for the continuance of the part-