

PURCHASERS—*Continued.*

4. And where a sale was made for cash, and possession of the property retained by the defendant, the purchaser will be indemnified for this loss out of the proceeds of sale in court belonging to the defendant, though the appeal bond be answerable therefor. *Ib.*

See EXECUTOR, &c., 10. TENANTS IN POSSESSION, 1.

QUIA TIMET, BILLS OF.

See RECEIVERS, 1.

RECEIVERS.

1. The ordinary form in which the court interposes its aid in the case of bills, *quia timet*, is, by injunction, and appointment of a receiver. *Drury vs. Roberts*, 157.
2. Upon a 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. And 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.*
3. But where a party has the 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, or of danger of abuse, must be shown before a *bona fide* possessor will be displaced. *Ib.*
4. Yet if a *bona fide* possessor is wasting, or misapplying, the funds in his hands, or where there is danger from his insolvency, fraud, or misconduct, the court will not hesitate to displace him, and appoint an officer of its own. *Ib.*

See PARTNERSHIP AND PARTNERS, 1, 2, 3.

RECORDING OF MORTGAGES.

1. S., on the 22nd of March, 1845, mortgaged all his personal estate to G., to secure the latter against a liability of \$6,000, incurred on his account. G. did not record this mortgage; but, at the request of S., and in order to gratify him in the desire to avoid the discovery of his temporary embarrassments, kept it from record, and caused it to be renewed from time to time at periods usually within twenty days, until the 4th of June, 1846, when hearing of the extent of S's liabilities, and believing the enrollment thereof necessary for his security, he caused the last renewal to be recorded on the 18th of the same month, in which it was executed. During this time, S. remained in possession of the property, and no new consideration passed from G. to him, after the 4th of September, 1845. Between the 3rd of January, and the 25th of November, 1845, S., as trustee of the female complainants, received large sums of the trust fund, of which, \$12,000 were received by him in the months of October and November, 1845. This money not having been invested, and S. failing to bring this into court, in compliance with an order passed on the 29th of June, 1846, another trustee was appointed in his place, who, on the 24th of July, following, caused writs of *fiat facias* to be issued upon said order against S., which were defeated by the above mentioned mortgage. The com-