

would be removed by the passage from 5 *Lib. of Law & Eq.*, 435, quoted and adopted in the case of *Ellicott vs. The Insurance Co.*, which proves that a receiver is appointed on behalf of all parties and not of the plaintiff, or of one defendant only, and that when the title to the property has been ascertained, the receiver will be considered as his receiver. Surely it would be attended with dangerous consequences to allow parties in interest to stand back and shun personal responsibility for costs and damages, whilst the receiver, instigated by them, carried on controversies with other parties to the cause. If the receiver may prosecute this appeal on behalf of the parties whom he may be supposed to represent, why may he not interfere at any and every stage of the cause, when he may think the interests of those parties require it? But surely this could never be tolerated. The proceedings in the cause, except, indeed, where his own accounts and allowances are concerned, are as to him *res inter alios acta*, as was decided in regard to a trustee appointed by the Court to sell property and pay debts, in the case of *State use of Oyster vs. Annan*, 1 *G. & J.*, 450.

I hold it, therefore, to be too clear for doubt, that a receiver has no right to intermeddle in questions affecting the rights of the parties or the disposition of the property in his hands; that he cannot in any sense, or to any extent be regarded as the representative of any one or more of the parties to the cause, and that he must retire from his office, and give up the property committed to his custody, whenever required so to do by the Court; and this, whether the power to discharge him was reserved or not, as was correctly stated in the argument. In this case, the power was expressly reserved, not because it was deemed necessary, but to indicate plainly to all parties that the order of the 9th of February last was to be regarded as temporary only, and only passed in view of the peculiar exigencies of the case.

The only remaining question is, will the Court, notwithstanding the appeal of the receiver and the bond given by him, execute the order appealed from? Why not? How can his rights be