

PRACTICE IN CHANCERY—*Continued.*

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PRIMAGE.

1. Primage is an allowance by the shippers to the master for his care bestowed upon their property on board the vessel, with which the owner of the vessel has no concern, and which the master receives to his own use, unless he has otherwise agreed with the owners. *Peters vs. Speights*, 375.

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PURCHASES.

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RECEIVERS.

1. A receiver will not be appointed upon the application of the representatives of the deceased partner against a surviving partner, unless the latter has been guilty of mismanagement and improper conduct. *Walker, adm'r of House vs. House*, 39.
2. If both partners are dead, and the representatives of one institute a suit for an account against the representatives of the other, the court will, as a matter of course, appoint a receiver. *Ib.*
3. Where both parties are alive, and either has a right to dissolve the partnership, and the agreement between them makes no provision for closing up the concern, equity will, as of course, appoint a receiver if they cannot arrange the matter between themselves. *Ib.*
4. The surviving partner has, by law, a right to the custody, care and management of the joint estate, and a court of equity will not take the business of settling it up from him, and appoint a receiver, unless confidence be destroyed by his mismanagement or improper conduct. *Ib.*
5. A court of equity will interfere, by the appointment of a receiver, with much less reluctance in the case of a partnership which was closed, than during its continuance. *Ib.*