

RECEIVERS—*Continued.*

6. In the case of a subsisting partnership, the court will never, on motion, appoint a receiver unless it appears that the plaintiff will be entitled to a dissolution at the hearing. *Ib.*
 7. The appointment of a receiver does not merely carry with it an authority to sell the remaining stock of the firm, but confers the general power to take possession of its books, papers and effects, to receive its outstanding debts and wind up its affairs. *Ib.*
 8. Such appointment completely displaces and supersedes the authority of the surviving partner, putting the receiver in his place, and clothing him with all the rights and duties which the law confided to such partner. *Ib.*
 9. It has not been the uniform practice of the court to allow receivers of insolvent corporations and private partnerships a commission of eight per cent. but the allowance in such cases has been controlled by the circumstances of each case rather than by any fixed, invariable principle or analogy. *Abbott vs. Steam Packet Co.*, 310.
 10. As a general rule governing all cases not attended with peculiar circumstances requiring an augmentation, the allowance to receivers of insolvent corporations or private partnerships will be regulated by the general rule allowing commissions to trustees. *Ib.*
- See* LUNATIC LUNACY, 7, 8, 9.

RECITALS.

See LAND OFFICE, 1.

RELATION, DOCTRINE OF, &c.

See LAND OFFICE, 4, 5.

RESULTING TRUSTS.

1. A trust which results to the party who pays the consideration money for lands, is expressly exempted from the operation of the statute of frauds, and the fact of payment may be established by parol proof. *Faringer vs. Ramsay & Ehrman*, 33.
2. But though the fact of payment may be shown by parol proof, the evidence must be so strong as to leave no reasonable doubt upon the subject, because of the danger of this description of proof, not only as tending to perjury, but on account of the insecurity to which its introduction exposes the paper title. *Ib.*

SALE OF VESSEL IN FOREIGN PORT.

1. The complainant and defendant were joint owners of a vessel, which sailed from Baltimore to San Francisco, the former owning three-fourths, and the latter one-fourth thereof. The defendant was also the master of the vessel, and when he sailed from Baltimore held a power of attorney from complainant to sell his share when she arrived in San Francisco. This power and authority the complainant afterwards, and before the vessel arrived at her destination, revoked and transferred the same to other parties, his agents in San Francisco. These