

To this it is objected, that a receiver cannot be appointed, because the claim of the plaintiff does not extend to the *whole*, but only to one-third of the property in controversy.

The appointment of a receiver does not involve the determination of any right; or affect the title of either party in any manner whatever: but still an application for such an appointment can only be made by those who have an acknowledged interest; or where there is strong reason to believe, that the party asking for a receiver will recover. I am of opinion, that the plaintiff has a sufficient presumption of title, to rest this application upon.(c) But unless she has also shown, that the rents and profits are in imminent danger, a receiver cannot be appointed. A manifest abuse of a trust by an habitual and prospective course of dealing, bringing the property into danger, has been held to afford sufficient ground for the appointment of a receiver: but in no case has there been the least hesitation in making such an appointment, where the party in the actual receipt of the rents and profits was shown to be insolvent. Here the property is in the hands and under the control of the defendant *Samuel Chase*: and it is shown by the exhibits attached to the petition, that he has, pending this suit, actually obtained the benefit of the insolvent laws. He is, therefore, legally and in fact insolvent. Hence, it clearly appears that the rents and profits of the property in question are exposed to imminent danger, or indeed to inevitable loss.

A receiver is appointed for the benefit of the interested party who makes the application, and for any others who may choose to avail themselves of it, and who may have an interest in the property proposed to be put into the hands of a receiver. The immediate moving cause of the appointment is the preservation of the subject of litigation, or the rents and profits of it, from waste, loss or destruction; so that there may be some harvest, some fruits to gather after the labours of the controversy are over. The ulterior objects of the appointment are those contemplated by the suit itself; they are the several kinds of relief, which may be asked for and obtained by the complainant's bill. Where the plaintiff claims the whole, as a purchaser or by a superior title, if he succeeds, it eventuates that the appointment was entirely and exclusively for his benefit.(d)

---

(c) *Stitwell v. Williams*, 6 Mad. 49; *Clark v. Dew*, 1 Rus. & Myl. 103; *Davis v. Marlborough*, 2 Swan. 146.—(d) *Lloyd v. Passingham*, 16 Ves. 59; *Davis v. Marlborough*, 2 Swan. 125.