

the abuse of this power; and to what extent, by its means, could he injure his antagonist? The appointment of a receiver does not, of itself, divest any one of possession; it merely authorizes the receiver to demand, and to accept the possession when voluntarily delivered, or to take it when held by no one else. For, if the holder of the property refuses to deliver it, the receiver or party interested must apply to the court for an order to deliver possession, or to shew cause to the contrary. In all cases, where the order making the appointment has been made *ex parte*, and before answer, the defendant is allowed to come in at an early day and move to have the order rescinded. And, as regards third persons, who may have an interest in property thus ordered to be taken possession of by a receiver, they too are allowed, in a summary way on notice of motion, to come in and be examined *pro interesse suo*.(h)

Upon the whole, from whatever point of view this chancery power may be contemplated; or in relation to whatever of the various emergencies, to which it has been applied, it may be considered, it will be found in all respects as safe, and as little liable to abuse as any judicial procedure known to the common law. It will be found in practice, that little or no useless pressure can be produced in any case; and that, in no instance, can the mischief continue long before the party aggrieved may have an opportunity of being fully heard, and of obtaining complete relief.

This bill has been filed by one partner against his copartners, charging them with a design to consume and waste the joint property, or to apply it to their own use: and it avers, that the firm is absolutely insolvent. The answer denies these charges of the bill, but admits the insolvency of the firm; and then charges the plaintiff with a design so to apply the joint funds as to give an undue and improper preference to one or more of their creditors. These parties have, in many respects, given an opposite and very different account of the state of affairs between them. They both, however, admit the present insolvency of the firm; and agree, that according to the stipulations of their contract of copartnership, the term of its duration has not yet expired.

It seems to be admitted, where a specified period of time is limited for the continuance of a partnership, that neither party can, at his option alone, dissolve the connexion. But, although such