The question how far the partners of a firm who are anxious to avoid a dissolution and a winding up of the partnership, can prevent this result in the event of a judgment creditor of an individual partner for an individual liability not being satisfied out of the private estate of his judgment debtor, but seeking realization by reason of his judgment debtor's interest in the firm, does not appear to be treated of in Lord Justice Lindley's work. We have seen that if the sheriff sells to a stranger the interest of the judgment debtor in the firm chattels, this gives the purchaser a right to an account of the partnership, for it is necessary that he should have one to ascertain and realize the value of that which he has bought, and the sale to him operates as a dissolution. Now, *Helmore* v. *Smith*, 35 Chy. D., 436, shows that if the other partners, instead of letting a stranger buy, buy in at the sheriff's sale with funds of the partnership, then there is no dissolution.

In many cases, it must be remembered, the other partners would come to the Court directly the sheriff levied, and would in their own interest obtain an order dissolving the partnership, directing the sheriff to withdraw, directing the accounts to be taken, and the value of the execution debtor's interest in the property seized by the sheriff ascertained, and appointing a receiver. And in Churchill on Sheriffs, 2nd ed., p. 220, it is said that on a levy being made the partners of the execution debtor "*should*" obtain such an order, apparently overlooking the fact that there might be a case where an immediate dissolution of the firm would mean bankruptcy, owing to firm liabilities, and where consequently the judgment debtor's interest would at the time be worth nothing, and yet where, if time was allowed for the firm to continue undisturbed, there might be great likelihood of its business reviving and its again becoming solvent. In such a case the judgment creditor of the separate partner, though aware that the firm was insolvent, might yet press for a winding up in the hope that to avert catastrophe some means would be found by the other partners to pay him off.

According to American decisions, for which, however, there does not appear to be English or Canadian authority, the separate creditors may at any time after a levy by the sheriff, and before sale, file a petition against the other partners for an account of the joint business: 14 Rep. 617; Bates' Law of Partnership, sec. 928. And if the firm is solvent this would appear reasonable enough, because a purchaser at a sheriff's sale of the interest of one partner in the partnership assets must necessarily buy in the dark, since, till the accounts are taken, the value of that interest must remain unascertained.

It would, however, appear monstrous to contend that a dissolution of the firm and a winding up and taking of the account must always be decreed if a separate judgment creditor, or even his purchaser at a sheriff's sale, insists upon it, when it would mean bankruptcy to the firm, great injury to the firm creditors, and no benefit to the separate creditors. Nowhere does there seem to have been a reported case of this kind in England or Canada; but in America it appears to have been held that where an attachment or execution has been levied upon the interest of a partner in favor of his separate creditor, and an injunction has been allowed on behalf of the other partners to determine what, if any, is his