

ARBITRATION :	Page.
Where arbitrators, after having examined witnesses on both sides, selected an umpire and then refused to allow plaintiff's witnesses to be re-examined, but re-examined defendant's, and gave an award in his favor, the court would not support the award.— <i>Moore v. Powley.</i>	87
The exclusion of the parties during the examination of the witnesses before arbitrators, will not necessarily invalidate the award.— <i>Ibid.</i>	87
ASSIGNMENT :	
Preferential to a bona fide creditor valid.— <i>Tarratt v. Sawyer.</i>	20
Where the consideration expressed on the face of an assignment is larger than the actual debt due by the debtor to the assignee, it is not necessarily fraudulent.— <i>Ibid.</i>	27
The declared intention to exclude any creditor or class of creditors will not render such an assignment invalid.— <i>Ibid.</i>	28
The assignor continuing in possession of the goods assigned is not a conclusive badge of fraud.— <i>Ibid.</i>	39
ATTORNMENT :	
Where A holding land under an agreement for purchase from original grantee was prevailed upon, by B claiming under a subsequent grant to attorn, held that such attornment was not sufficient to enable B to turn A out of his possession.— <i>Miller v. Lanty.</i>	132
AUCTIONEER :	
Receiving an article, with instructions not to sell under a certain sum, is liable if he part with it for a less amount.— <i>Mason v. Chamberlain.</i>	5
BOUNDARY :	
A boundary may be settled between adjoining proprietors by parol.— <i>McLean v. Jacobs.</i>	7
The grantee of water lot bounded on the shore is entitled to take up to high water mark, and the line of his grant changes as sea encroaches or retires.— <i>Esson v. Mayberry.</i>	144
Land bounded on the sea shore increases and diminishes with the encroachment or retirement of the sea.— <i>Ibid.</i>	144