

## ARBITRATION :

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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.—*Moore v. Powley.* 87

The exclusion of the parties during the examination of the witnesses before arbitrators, will not necessarily invalidate the award.—*Ibid.* 87

## ASSIGNMENT :

Preferential to a bona fide creditor valid.—*Tarratt v. Sawyer.* 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.—*Ibid.* 27

The declared intention to exclude any creditor or class of creditors will not render such an assignment invalid.—*Ibid.* 28

The assignor continuing in possession of the goods assigned is not a conclusive badge of fraud.—*Ibid.* 39

## ATTORNMEN T :

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.—*Miller v. Lanty.* 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.—*Mason v. Chamberlain.* 5

## BOUNDARY :

A boundary may be settled between adjoining proprietors by parol.—*McLean v. Jacobs.* 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.—*Essex v. Mayberry.* 144

Land bounded on the sea shore increases and diminishes with the encroachment or retirement of the sea.—*Ibid.* 144