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ARBITRATION AND AWARD.

1. No direction in a will, nor any mere agreement to refer a controversy to arbitration can oust the proper Courts of justice of their jurisdiction in the case. *Contee v. Dawson*, 248.
2. If in pursuance of such an agreement, a dispute is submitted to arbitrators and an award is made, it will be binding, and a bar to any suit by either party for the same cause of action. *Ib.*
3. But for the purpose of ascertaining if the award is fair, it may be reviewed, as in all similar cases, in a Court of equity. *Ib.*

ASSIGNMENT.

The assignee of a *chose in action* takes it subject to all the equity to which it was liable in the hands of the original holder; the exceptions to this rule. *Watkins v. Worthington*, 486.

ATTACHMENT.

1. A party may be arrested under an attachment anywhere, out of, as well as in the county of his residence. *Crapster v. Griffith*, 1.
2. When attachment is in the nature of mesne process, the sheriff may take bail for the party's appearance; and on a return *cepi*, the sheriff may be ordered to bring in the body; or he may sue upon the bail bond. *Binney's Case*, 95.
3. It is the better mode, in most cases, to decide on the motion to dissolve the injunction, before an attachment for the breach of it is disposed of. *Ib.*
4. On a return *cepi* to an attachment, the sheriff may be ordered to bring in the body. *Deakins' Case*, 382.
5. A party brought before the Court, under an attachment to enforce the payment of money, on producing his release under the insolvent law, may be discharged. *Andrews v. Scotton*, 596.