or be at all touched in equity for the benefit of creditors.(*f*) The reason, it is said, why *choses in action*, according to the general rules of the Court of Chancery, are not liable to execution is, because the court takes notice, that the creditor has a method, by the ordinary rules of law, either to compel satisfaction, by seizing the person; or, where the person cannot be taken, by proceeding to an outlawry and taking the lands as well as effects into the hands of the king, which, as of course, are then applied in satisfaction of creditors.(*g*) Now, as it is evident, that our process of attachment is, in many respects, equivalent to this mode of obtaining satisfaction by means of an outlawry, which was never in use here, and as this court must take notice of the remedy by attachment, it may well be held, that a creditor cannot be permitted to come here for relief in any case where he could obtain it by attachment at law. But, where a party cannot obtain relief at all, either by an ordinary execution, or by the extraordinary process of outlawry or attachment by reason of the peculiar situation of the property, or the equitable nature of the title to it, he may obtain relief by bill in equity.(*h*)

But the mode of obtaining relief by bill in chancery must necessarily be comparatively tardy and expensive; and where the fund, thus pursued, consists of mere *choses in action*, the delay may afford to a fraudulently disposed debtor ample time to place it entirely beyond the reach of any process that can be issued by a court of equity; so that, after the creditor had thus obtained a decree in his favour, he would be no nearer to relief than when he began.

I have met with no evidence of any well settled practice shewing, that this court had conceived itself authorized to allow a party to sue out a judicial attachment, instead of any other execution, to obtain satisfaction of a decree.(*i*) Yet I can see no just reason why the process of attachment should not be so enlarged as to compre-

---

(*f*) Dundas *v.* Dutens, 1 Ves. jun. 196; Guy *v.* Pearkes, 18 Ves. 196; Franckyin *v.* Calhoun, 3 Swan. 276; Pelham *v.* Newcastle, 3 Swan. 290; McCarthy *v.* Goold, 1 Ball & Beat. 389; Grogan *v.* Cooke, 2 Ball & Beat. 233.—(*g*) Edgell *v.* Haywood, 3 Atk. 356.—(*h*) Edgell *v.* Haywood, 3 Atk. 352; Willis, Plea. 115; Hadden *v.* Spader, 20 John. 554; Ford *v.* Philpot, 5 H. & J. 312.

(*i*) RICKOTT *v.* HIGGINSON.—1720.—*Subpœna* for costs. Mr. Warman, sheriff of Ann Arundel county, comes into court and certifies, that Mr. Gilbert Higginson, the defendant, is not to be found in his bailiwick; but, that he has left the *subpœna* for costs in this cause with Mr. Patrick Sympson, attorney in fact for the defendant. Therefore ordered, that attachment issue in the same manner as is directed out of the courts of common law.—*Chan. Proc. Lib. P. L. fol.* 568.