

USURY—Continued.

3. The Chancellor, in this case, refused to set aside an agreement, made more than eight years after the alleged usurious contract, carried into execution on both sides, and combining other parties and considerations than those in the original contract, and with no proof that it was a contrivance to evade the statute. *Ib.*
4. The defence of usury may either be set up by plea, or relied upon in the answer. *McKim vs. The White Hall Co.*, 510.
5. The statute against usury must be pleaded, or relied upon in the answer, and it will not do to state circumstances which may lead the opposite party to infer that he is to meet that defence. This view is supported by the 1st section of the act of 1845, ch. 352. *Ib.*

VACATING DEEDS.

1. A deed cannot be overthrown unless it can be shown that it was executed under the influence of fraud, accident, or mistake. *Forrest vs. Frazier*, 147.
2. The allegations in an answer, that the recitals contained in a deed are fraudulent and false, unsupported by evidence, or fraud, or mistake, are altogether inadequate to overcome the explicit language of the deed. *Ib.*

See JURISDICTION, 16. RECORDING OF MORTGAGES, 1.

VENDITIONI EXPNAS.

See SHERIFF'S RETURN TO WRIT OF FI. FA., 1.

VENDOR'S LIEN.

1. A bill in equity can be filed to enforce the vendor's lien, only when the complainant has exhausted his remedy at law, or when he avers in his bill, such facts as will show that he cannot have full, complete, and adequate remedy at law. *Ridgeway vs. Toram*, 303.

VOID AND VOIDABLE CONTRACTS.

1. Contracts made by infants for necessaries, are binding; one that the court can see and pronounce to be prejudicial to an infant, will be pronounced *void*; while such as may be for the benefit of the infant, will be held *voidable* only. *Levering vs. Heighe*, 81.
2. If an infant does not live to ratify or reject a voidable contract made during his minority, it may be set aside by parties who are *privies in blood*, though not by those who are *privies in estate* only. *Ib.*

VOLUNTARY CONVEYANCES.

See EVIDENCE, 27, 28.

WAIVER.

See STATUTE OF FRAUDS, 4.

WATER COURSES, INJURIES TO, &c.

Nothing can be clearer than the power of this court to prohibit, by injunction, the obstruction of water courses, the diversion of streams from mills, the back flowage upon them, and injuries of the like kind, which, from their nature, cannot be adequately compensated by damages at law. *Lamborn vs. Covington Co.*, 409.

WILL AND TESTAMENT.

1. A party dealing with an executor as such, has notice of the existence of