

USER.

See "Dedication."

VAGUENESS.

See "Pleading," 9.

VENDEE OF THE CROWN.

See "Equitable Estates."

VENDOR AND PURCHASER.

1. A vendor was insane, but not on all subjects: and apart from his delusions a stranger might not perceive his insanity; in the course of the negotiation for a sale of land, he said to the purchaser that he was bewitched, which, it was shewn, was one of his delusions:

*Held*, that this statement was not sufficient indication of insanity to affect the vendee with notice of the vender's condition.

McDonald v. McDonald [In Appeal] 37.

2. A person agreed with the two owners of oil lands for the purchase of certain lots at stipulated prices, and he was to have a certain time to accept. To facilitate this the real prices were to be concealed; one of the vendors was to write a letter purporting to offer the whole at an advanced price which he named, the intention of the other was not to appear, and he was to write a letter recommending the transaction. The project was successful; the property was bought, conveyed, and paid for. The lands having afterwards fallen in value, and the shareholders becoming acquainted with the private arrangement, the company filed a bill against the three parties for a rescission of the contract: and it was *Held* that the company were entitled to this relief, and to an order for all the defendants jointly to repay the purchase money.

Lindsay Petroleum Oil Co. v. Hurd, 147.

[But see this case in Appeal, *post* volume xvii., page 115.]

VENDOR'S LIEN.

On the sale of land notes were taken by the vendor for a portion of the purchase money:

93—VOL. XVI. GR.