

UNDUE INFLUENCE.

See "Will," 2.

UNITED STATES OF
AMERICA.(MORTGAGE PAYABLE IN LAWFUL
MONEY OF.)

A mortgage being payable in lawful money of the United States of America, the holder thereof, in seeking to foreclose, is entitled only to claim the amount in the current money of that country, or its equivalent at the time of default made in payment, or at any time subsequently at his option.

Morrell v. Ward, 231.

Crawford v. Beard, 15 U. C. C. P. R., page 87, approved of and followed. *Id.*

USURIOUS CONTRACT.

1. Although the court will not interfere with any bargain that parties competent to contract may, since the repeal of the usury laws, make for the payment of interest, still in case any dispute in reference to such contract exists, it is the duty of the court to see that the parties to any agreement for the payment of exorbitant rates of interest, clearly understood what the bargain was before effect will be given to it. Where, therefore, on

the loan of money it was agreed to pay at the rate of two per cent. a month in advance, and the lender in making up the account contended that the agreement being that it should be paid in advance was the same of two and a-half per cent. a month, and insisted upon his right to charge that sum, the court directed the Master to allow at the rate of two per cent, the effect of the interest being payable in advance not having been explained to the borrower.

Teeter v. St. John, 85.

2. The Trust and Loan Company being the holders of a mortgage bearing 8 per cent. interest, transferred the same to a private individual. *Held*, that the assignee was entitled to enforce payment of the stipulated interest, notwithstanding that at the time of the creation of the incumbrance the company only could legally have reserved such a rate of interest.

Reid v. Whitehead, 446.

VENDEE.

(OF THE CROWN.)

See "Crown."

VENDOR.

(DEATH OF, BEFORE COMPLETION
CONVEYANCE.).

See "Specific Performance," 2.