

*Semble.*—That a plea of usury in equity must, as at law, allege that the usurious agreement was made corruptly.—*Peel v. Kingsmill*, 584.

See also "Mortgage," 17.

#### VENDOR'S LIEN

*For unpaid purchase money.*

Where the purchase money of an estate was left unpaid, and a creditor of the purchaser (without notice) sued out an execution against lands, under which the premises in question were sold to the defendant, who had notice, the vendor's lien on the property for the unpaid purchase money was held to attach in the hands of the purchaser at sheriff's sale. *And quare*—Whether if the purchase at sheriff's sale had been completed without notice, the conveyance by the sheriff would not have conveyed the property, subject to all existing equities against the debtor.—*Strong v. Lewis*, 443.

#### WARRANT.

See "Practice," 75.

#### WASTE.

*Quare.*—Whether the doctrines applicable in England between termor and reversioner, in respect to felling timber, can prevail as to an estate in this country, the beneficial enjoyment of which is ordinarily attained, and can generally be obtained, only through the destruction of growing timber; and whether the doctrines of the common law, as to growing timber, can be applied in all their extent to forest land in this country.—*Chisholm v. Sheldon*, 318.

#### WILD LANDS.

See "Specific Performance," 5.

#### WITNESS.

*Re-examination of.*

See "Practice," 76, 77.