

**UNDUE PREFERENCE.**

1. To avoid a deed under the acts of 1812, ch. 77, and 1816, ch. 221, it is necessary to show not only that an undue and improper preference was given by the debtor, but, also, that this was done with a view or under an expectation of taking the benefit of the insolvent laws. *Glenn vs. Baker*, 73.

See DEEDS VOID UNDER THE INSOLVENT LAWS, 1, 4, 5.

**USURY.**

1. A party, who has paid a judgment founded on a usurious debt, may ask to be relieved as to the amount paid beyond what was legally due and recoverable; and this may be done without paying, or offering to pay, any thing, because the application for relief is predicated upon the averment, that too much has been already paid. *Doub vs. Barnes*, 128.
2. A purchaser from the mortgagor, may avail himself of the defence of usury, to defeat the action of the assignee of the mortgagee. *Ib.*
3. Where a party goes into a court of equity to ask relief against an usurious mortgage or contract, he must do equity, by paying, or offering to pay, the principal sum with legal interest. *Wilson vs. Hardesty*, 66.
4. Since the act of 1845, ch. 352, usurious instruments are not, under any circumstances, avoided, but are made valid securities in all courts, no matter by whom proceedings may be instituted upon them, to the extent of the principal and six per cent. interest. *Gwyn vs. Lee*, 445.

See CONSTITUTIONAL LAW, 3.

**VACATING CONTRACTS.**

See JURISDICTION, 14.

**VACATING SALES.**

See PRACTICE IN CHANCERY, 45.

SALES BY TRUSTEES, 1, 4, 6, 8, 9, 12.

**VALUATION OF COMMISSIONERS.**

1. Commissioners having been appointed by the parties, to value a certain privilege of cutting wood and timber, to which the widow and sons of a testator, were, by his will, entitled, it was HELD—That the maxim, *omnia rite esse acta presumuntur*, is applicable to the proceedings of these commissioners, and, that every fair intendment should be made in support of their acts. *Crouch vs. Smith*, 401.
2. The rule which applies to the valuations made by commissioners appointed to divide real estate, that such valuations, though not conclusive, and liable to be rejected if clearly shown to be erroneous, are entitled to great respect, and are not to be disturbed, unless the weight of evidence in opposition to them, is decidedly preponderating, is applicable, also, to the valuation made by these commissioners. *Ib.*

**VENDOR'S LIEN.**

1. Whether the vendor's lien exists or not in a case where the property of an individual is taken for the public use, in virtue of the right of eminent domain, is a question of no easy solution. *Hamilton vs. Annapolis and Elk Ridge Rail Road Company*, 107.
2. Unless an express contract can be shown for the transfer of the vendor's