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V. As an abbreviation, this letter may stand for "Victoria," "volume," or "verb;" also "*vide*" (see) and "*voce*" (word). It is also a common abbreviation of "*versus*," in the titles of causes, and reported cases.

V.A. See **Veterans Administration**.

Vacancy. A place or position which is empty, unfilled, or unoccupied. An unoccupied or unfilled post, position, or office. An existing office, etc., without an incumbent. The state of being destitute of an incumbent, or a proper or legally qualified officer. The term is principally applied to an interruption in the incumbency of an office, or to cases where the office is not occupied by one who has a legal right to hold it and to exercise the rights and perform the duties pertaining thereto. The word "vacancy," when applied to official positions, means, in its ordinary and popular sense, that an office is unoccupied, and that there is no incumbent who has a lawful right to continue therein until the happening of a future event, though the word is sometimes used with reference to an office temporarily filled.

A strip of unsurveyed and unsold public lands. *Hughes v. Rhodes*, Tex.Civ.App., 137 S.W.2d 820, 821.

See also **Vacant**.

Vacant. Empty; unoccupied; as, a "vacant" office or parcel of land. Deprived of contents, without inanimate objects. It implies entire abandonment, nonoccupancy for any purpose. *Foley v. Sonoma County Farmers' Mut. Fire Ins. Co. of Sonoma*, Cal.App., 108 P.2d 939, 942. Absolutely free, unclaimed, and unoccupied.

"Vacant" and "unoccupied," as used together in rider to fire policy, have different meanings; term "vacant" meaning "empty," while term "unoccupied" means lack of habitual presence of human beings. *Jelin v. Home Ins. Co.*, C.C.A.N.J., 72 F.2d 326, 327.

See also **Vacancy**, and as to vacant Possession and Succession, see those titles.

Vacantia bona /vækə'nsh(iy)ə bów'nə/. Lat. In the civil law, goods without an owner, or in which no one claims a property; escheated goods.

Vacate. To annul; to set aside; to cancel or rescind. To render an act void; as, to vacate an entry of record, or a judgment. As applied to a judgment or decree it is not synonymous with "suspend" which means to stay enforcement of judgment or decree.

To put an end to; as, to vacate a street. To move out; to make vacant or empty; to leave; especially, to surrender possession by removal; to cease from occupancy.

See also **Annul**; **Reverse**; **Vacancy**.

Vacatio /vækéysh(iy)ow/. Lat. In the civil law, exemption; immunity; privilege; dispensation; exemption from the burden of office.

Vacation. A recess or leave of absence; a respite or time of respite from active duty or employment; an intermission or rest period during which activity or work is suspended. It is a period of freedom from duty or work, but not the end of employment. In re *Dauber*, 151 Pa.Super. 293, 30 A.2d 214, 216. The act or result of vacating. An intermission of procedure. It is not a termination of the relation of master and servant or employer and employee. In schools, there are customary vacations at Christmas, Easter, other holidays, and during the summer.

That period of time between the end of one term of court and the beginning of another. Compare **Recess**.

Vacation of judgment. The setting aside of a judgment on grounds that it was issued by mistake, inadvertence, surprise, excusable neglect or fraud. While the term "vacate" has been replaced by Fed.R.Civil P. 60, the basis for relief from judgment is the same as formerly when one sought to vacate a judgment.

Vacatur /vækéydər/. Lat. Let it be vacated. In practice, a rule or order by which a proceeding is vacated; a vacating.

Vacatura /vèykət(y)úrə/. An avoidance of an ecclesiastical benefice.

Vacua possessio /vækýuwə pəzész(iy)ow/. Lat. The vacant possession, i.e., free and unburdened possession, which (e.g.) a vendor had and has to give to a purchaser of lands.

Vacuity /vækýuwədiy/. Emptiness; vacancy; want of reality; nihility.

Vacuus /vækýuwəs/. Lat. In the civil law, empty; void; vacant; unoccupied.

Vadelet /vælət/. See **Valec**.

Vades /véydiy/. Lat. In the civil law, pledges; sureties; bail; security for the appearance of a defendant or accused person in court.

Vadiare duellum /vædiyériy d(y)uwéləm/. L. Lat. In old English law, to wage or gage the *duellum*; to wage battel; to give pledges mutually for engaging in the trial by combat.

Vadimonium /vædamówn(i)yəm/. Lat. In Roman law, bail or security; the giving of bail for appearance in court; a recognizance. An ancient form of suretyship.

Vadium /véyd(i)yəm/. Lat. A pledge; security by pledge of property.

Vadium mortuum /véyd(i)yəm mórchuwəm/. A mortgage or *dead pledge*; a security given by the borrower of a sum of money, by which he grants to the lender an estate in fee, on condition that, if the money be not repaid at the time appointed, the estate so put in pledge shall continue to the lender as dead or gone from the mortgagor. 2 Bl.Comm. 157.

Vadium ponere /véyd(i)yəm pównəriy/. To take bail for the appearance of a person in a court of justice.

Vadium vivum /véyd(i)yəm váyvəm/. A species of security by which the borrower of a sum of money made over his estate to the lender until he had received that sum out of the issues and profits of the land. It was so called because neither the money nor the lands were lost, and were not left in dead pledge, but this was a *living* pledge, for the profits of the land were constantly paying off the debt.

Vadlet /vædlət/. In old English law, the king's eldest son; hence the valet or knave follows the king and queen in a pack of cards.

Vadum /véydəm/. In old records, a ford, or wading place.

Vagabond. A vagrant or homeless wanderer without means of honest livelihood. *Neering v. Illinois Cent. R. Co.*, 383 Ill. 366, 50 N.E.2d 497, 502. One who wanders from place to place, having no fixed dwelling, or, if he has one, not abiding in it; a wanderer, especially such a person who is lazy and generally worthless and without means of honest livelihood. See also **Vagrant**.

Vagabonds are described in old English statutes as "such as wake on the night and sleep on the day, and haunt customable taverns and ale-houses and routs about; and no man wot from whence they came, nor whither they go." 4 Bl.Comm. 169.

Vagabundum nuncupamus eum qui nullibi domicilium contraxit habitationis /vægəbándəm nəŋkəpéyməs iyəm kwáy náləbáy doməsíl(i)yəm kənt්රákəsət hərbətəy-shiyównəs/. We call him a "vagabond" who has acquired nowhere a domicile of residence.

Vagrancy. At common law, the act of going about from place to place by a person without visible means of support, who is idle, and who, though able to work for his or her maintenance, refuses to do so, but lives without labor or on the charity of others.

As defined by Kansas Criminal Code, vagrancy is: (a) Engaging in an unlawful occupation; or (b) Being of the age of eighteen (18) years or over and able to work and without lawful means of support and failing or refusing to seek employment; or (c) Loitering in any community without visible means of support; or

(d) Loitering on the streets or in a place open to the public with intent to solicit for immoral purposes; or (e) Deriving support in whole or in part from begging. State vagrancy statutes, however, vary greatly, and many have been declared unconstitutional because, as drawn, they purport to punish conduct which is not criminal or are worded too vaguely to inform persons of the nature of the act declared criminal. *Lanzetta v. New Jersey*, 306 U.S. 451, 59 S.Ct. 618, 83 L.Ed. 888.

Vagrancy laws. See **Vagrancy**; **Visible means of support**.

Vagrant. At common law, wandering or going about from place to place by idle person who had no lawful or visible means of support and who subsisted on charity and did not work, though able to do so. *State v. Harlowe*, 174 Wash. 227, 24 P.2d 601.

A general term, including, in English law, the several classes of idle and disorderly persons, rogues, and vagabonds, and incorrigible rogues.

One who wanders from place to place; an idle wanderer, specifically, one who has no settled habitation, nor any fixed income or livelihood. A vagabond; a tramp. A person able to work who spends his time in idleness or immorality, having no property to support him and without some visible and known means of fair, honest and reputable livelihood. *State v. Oldham*, 224 N.C. 415, 30 S.E.2d 318, 319. One who is apt to become a public charge through his own laziness. People, on *Complaint of McDonough, v. Gesino*, Sp.Sess., 22 N.Y.S.2d 284, 285.

See **Vagabond**; **Vagrancy**.

Vagrant act. In English law, the statute 5 Geo. IV, c. 83, which is an act for the punishment of idle and disorderly persons. The act of 17 Geo. II divided vagrants into idle and disorderly persons; rogues and vagabonds; and incorrigible rogues. Other statutes were passed as late as 32 Geo. III bearing on this subject.

Vague. Indefinite. Uncertain; not susceptible of being understood.

Vagueness doctrine. Under this principle, a law which does not fairly inform a person of what is commanded or prohibited is unconstitutional as violative of due process.

Vale /válye/. In Spanish law, a promissory note.

Valeat quantum valere potest /vályiyət kwóntəm válíriy pówdəst/. It shall have effect as far as it can have effect.

Valec, valect, or vadelet /vælət/. In old English law, a young gentleman; also a servitor or gentleman of the chamber.

Valentia /vələnsh(i)yə/. L. Lat. The value or price of anything.

Valesheria /vələshír(i)yə/. In old English law, the proving by the kindred of the slain, one on the father's side, and another on that of the mother, that a man was a Welshman. See **Engleshire**.

Valet /válye/vályé/. Anciently, a name denoting young gentlemen of rank and family, but afterwards

applied to those of lower degree; now used for a personal servant, more particularly for hotel employ-ee who performs personal services for guests.

Valid. Having legal strength or force, executed with proper formalities, incapable of being rightfully overthrown or set aside. *Bennett v. State*, 46 Ala.App. 535, 245 So.2d 570, 572. Of binding force; legally sufficient or efficacious; authorized by law. Good or sufficient in point of law; efficacious; executed with the proper formalities; incapable of being rightfully overthrown or set aside; sustainable and effective in law, as distinguished from that which exists or took place in fact or appearance, but has not the requisites to enable it to be recognized and enforced by law. A deed, will, or other instrument, which has received all the formalities required by law, is said to be valid.

Meritorious, as, a *valid* defense.

See also **Legal**.

Validate. To make valid; confirm; sanction; affirm.

Validating statute. A statute, purpose of which is to cure past errors and omissions and thus make valid what was invalid, but it grants no indulgence for the correction of future errors. *Petition of Miller*, 149 Pa.Super. 142, 28 A.2d 257, 258.

Validity. Legal sufficiency, in contradistinction to mere regularity.

Validity of a treaty. The term "validity," as applied to treaties, admits of two descriptions—necessary and voluntary. By the former is meant that which results from the treaties having been made by persons authorized by, and for purposes consistent with, the constitution. By voluntary validity is meant that validity which a treaty, voidable by reason of violation by the other party, still continues to retain by the silent acquiescence and will of the nation. It is voluntary, because it is at the will of the nation to let it remain or to extinguish it. The principles which govern and decide the necessary validity of a treaty are of a judicial nature, while those on which its voluntary validity depends are of a political nature.

Validity of a will. As used in will contest statute has reference only to the genuineness or legal sufficiency of will under attack. In *re Elliott's Estate*, 22 Wash.2d 334, 156 P.2d 427, 438.

Valid reason. These words, in a statute providing for the withdrawal of the names of petitioners for a road improvement district when valid reasons therefor are presented, mean a sound sufficient reason, such as fraud, deceit, misrepresentation, duress, etc.; a reason upon which the petitioner could support or justify his change in attitude. The word "valid" necessarily possesses an element of legal strength and force, and inconsistent positions have no such force.

Valley. As applied to a mountainous country, term refers to lowlands, in contradistinction to mountain slopes and ridges.

Valor beneficiorum /vælər benəfishiyórəm/. L. Lat. The value of every ecclesiastical benefice and preferment, according to which the first fruits and tenths are collected and paid. It is commonly called the "king's books," by which the clergy are at present rated.

Valor maritagii /vælər mæretéjijay/. Lat. Value of the marriage. The amount forfeited under the ancient tenures by a ward to a guardian who had offered her a marriage without disparagement, which she refused. In feudal law, the guardian in chivalry had the right of tendering to his infant ward a suitable match, without "disparagement" (inequality), which, if the infants refused, they forfeited the value of the marriage (*valor maritagii*) to their guardian; that is, so much as a jury would assess, or any one would *bona fide* give, to the guardian for such an alliance. 2 Bl.Comm. 70.

A writ which lay against the ward, on coming of full age, for that he was not married, by his guardian, for the *value of the marriage*, and this though no convenient marriage had been offered.

Valuable. Of financial or market value; commanding or worth a good price; of considerable worth in any respect, whether monetary or intrinsic.

Valuable consideration. A class of consideration upon which a promise may be founded, which entitles the promisee to enforce his claim against an unwilling promisor. Some right, interest, profit, or benefit accruing to one party, or some forbearance, detriment, loss, or responsibility given, suffered, or undertaken by the other. A gain or loss to either party is not essential, it is sufficient if the party in whose favor the contract is made parts with a right which he might otherwise exert. *Miller Ice Co. v. Crim*, 299 Ill.App. 615, 20 N.E.2d 347. It need not be translatable into dollars and cents, but is sufficient if it consists of performance, or promise thereof, which promisor treats and considers of value to him. It is not essential that the person to whom the consideration moves should be benefited, provided the person from whom it moves is, in a legal sense, injured. The injury may consist of a compromise of a disputed claim or forbearance to exercise a legal right, the alteration in position being regarded as a detriment that forms a consideration independent of the actual value of the right forborne. Mutual promises in contract is sufficient. For Fair and valuable consideration, see that title. See also **Consideration**.

Valuable improvements. As used in a statute relating to the specific performance of a parol contract for the purchase of real estate, improvements of such character as add permanent value to the freehold, and such as would not likely be made by one not claiming the right to the possession and enjoyment of the freehold estate. Improvements of a temporary and unsubstantial character will not amount to such part performance as, when accompanied by possession alone, will take the contract out of the operation of the statute of frauds. The valuable improvements may, however, be slight and of small value, provided they are substantial and permanent in their nature, beneficial to the freehold, and such as none but an owner would ordinarily make.

Valuable papers. This term as used in statute requiring that a holographic will devising realty be found among the "valuable papers" of decedent, in order to be effective, refers to such papers as are regarded by the testator as worthy of preservation and therefore in his estimation of some value. *Fransioli v. Podesta*, 21 Tenn.App. 577, 113 S.W.2d 769, 773, 777. And

does not refer only to papers having money value. *Pulley v. Cartwright*, 23 Tenn.App. 690, 137 S.W.2d 336, 340.

Valuation. The act of ascertaining the worth of a thing. The estimated worth of a thing. See also **Appraisal**; **Assessed valuation**; **Fair value**; **Special use valuation**; **Value**.

Valuation list. In English law, a list of all the ratable hereditaments in a parish, showing the names of the occupier, the owner, the property, the extent of the property, the gross estimated rental, and the ratable value; prepared by the overseers of each parish in a union under section 14 of the union assessment committee act, 1862 (St. 25 & 26 Vict., c. 103), for the purposes of the poor rate.

Value. The utility of an object in satisfying, directly or indirectly, the needs or desires of human beings, called by economists "value in use," or its worth consisting in the power of purchasing other objects, called "value in exchange." *Joint Highway Dist. No. 9 v. Ocean Shore R. Co.*, 128 Cal.App. 743, 18 P.2d 413, 417. Also the estimated or appraised worth of any object or property, calculated in money. To estimate the worth of; to rate at a certain price; to appraise; or to place a certain estimate of worth on in a scale of values. *Hoard v. Wiley*, 113 Ga.App. 328, 147 S.E.2d 782, 784.

Any consideration sufficient to support a simple contract. The term is often used as an abbreviation for "valuable consideration," especially in the phrases "purchaser for value," "holder for value," etc. See **Consideration**; **Valuable consideration**.

In economic consideration, the word "value," when used in reference to property, has a variety of significations, according to the connection in which the word is employed. It may mean the cost of a production or reproduction of the property in question, when it is sometimes called "sound value;" or it may mean the purchasing power of the property, or the amount of money which the property will command in exchange, if sold, this being called its "market value," which in the case of any particular property may be more or less than either the cost of its production or its value measured by its utility to the present or some other owner; or the word may mean the subjective value of property, having in view its profitableness for some particular purpose, sometimes termed its "value for use."

Salable value, actual value, market value, fair value, reasonable value, and cash value may all mean the same thing and may be designed to effect the same purpose. *Cummings v. National Bank*, 101 U.S. 153, 25 L.Ed. 903.

"Value," as used in Art. I, § 8, U.S.Const., giving Congress power to coin money and regulate the value thereof, is the true, inherent, and essential value, not depending upon accident, place, or person, but the same everywhere and to every one, and in this sense regulating the value of the coinage is merely determining and maintaining coinage composed of certain coins within certain limitations at a certain specific composition and weight.

Value of land for purpose of taxation is represented by price that would probably be paid therefor after fair negotiations between willing seller and buyer.

Thaw v. Town of Fairfield, 132 Conn. 173, 43 A.2d 65, 67. See **Fair market value**.

Value as it relates to stolen property is the market value at the time and place of the taking, or, in case of property without a market value, the cost of replacing it. *Patterson v. State*, 138 Tex.Cr.R. 551, 137 S.W.2d 1030; *Givens v. State*, 143 Tex.Cr.R. 277, 158 S.W.2d 535, 536. As respects whether value of stolen property equals or exceeds jurisdictional amount fixed by the National Stolen Property Act, "value" of stolen property is market value at time and place of taking, if it has a market value. National Stolen Property Act, §§ 1-7, 18 U.S.C.A. § 413 et seq. *Husten v. United States*, C.C.A.Minn., 95 F.2d 168.

Value as used in eminent domain proceeding means market value (q.v.). *Epstein v. Boston Housing Authority*, 317 Mass. 297, 58 N.E.2d 135, 137. See also **Just compensation**; **Market value**.

Under U.C.C. § 1-201(44), a person gives "value" for rights if he acquires them: (a) in return for a binding commitment to extend credit or for the extension of immediately available credit whether or not drawn upon and whether or not a chargeback is provided for in the event of difficulties in collection; or (b) as security for or in total or partial satisfaction of a pre-existing claim; or (c) by accepting delivery pursuant to a pre-existing contract for purchase; or (d) generally, in return for any consideration sufficient to support a simple contract.

See also **Actual value**; **Agreed value**; **Annual value**; **Appraisal**; **Assess**; **Cash value**; **Commuted value**; **Consideration**; **Diminution in value**; **Double value**; **Face value**; **Fair cash market value**; **Fair cash value**; **Fair market value**; **Fair value**; **Going concern value**; **Improved value**; **Insurable value**; **Intrinsic value**; **Just compensation**; **Leasehold value**; **Market value**; **Net asset value**; **Par value**; **Policy value**.

Actual cash value. In insurance, its customary meaning is replacement cost new less normal depreciation, though it may be determined by current market value of similar property or by the cost to replace or repair the property.

Book value. The value at which assets of a business are carried on the books of the company. It may also refer to the net worth of a business arrived at by subtracting liabilities from assets. See also **Book**.

Cash surrender value. In life insurance, the amount which the insurer will pay before death when the policy is cancelled. See also **Cash value**.

Intrinsic value. The value which a thing has as of itself, and not the value reflecting extrinsic factors such as market conditions.

Liquidation value. The value of a business or of an asset when it is sold other than in the ordinary course of business as in the liquidation of a business.

Market value. Fair value of property as between one who wants to purchase it and another who desires to sell it. What willing purchaser will give for property under fair market conditions. *People v. F. H. Smith Co.*, 230 App.Div. 268, 243 N.Y.S. 446, 451. Not what the owner could realize at a forced sale, but the price he could obtain after reasonable and ample time, such

as would ordinarily be taken by an owner to make a sale of like property. *Wade v. Rathbun*, 23 Cal. App.2d Supp. 758, 67 P.2d 765, 766. See **Fair cash market value**; **Fair market value**; **Fair value**; **Just compensation**.

Net value. The "reserve" or "net value" of a life insurance policy is the fund accumulated out of the net premiums during the earlier years of the policy where the premium throughout life or a term of years exceeds the actual value of the risk. The "net value" of a policy is equivalent to "reserve," and means that part of the annual premium paid by insured which, according to the American Experience Table of Mortality, must be set apart to meet or mature the company's obligations to insured, the net value of a policy on a given date being its actual value, its reserve.

No par value. Stock of a corporation which has no par value but which represents a proportionate share of the ownership of the corporation.

Par value. The nominal value of stock arrived at by dividing the total stated capital stock by the number of shares authorized.

Scrap value. The value of the constituent materials and components of a thing; not its value for the purpose for which it was made.

Stated value. The dollar value of no par stock established by the corporation as constituting the capital of the corporation.

Surrender value. See *Cash surrender value, supra*.

True value. As referring to value at which property must be assessed, is price which would be paid therefor on assessing date to willing seller, not compelled to sell, by willing purchaser, not compelled to purchase. *New York Bay R. Co. v. Kelly*, 22 N.J.Misc. 204, 37 A.2d 624, 628.

Use value. The value established by the usefulness of an object and not its value for sale or exchange.

Value of matter in controversy. As used in the Judicial Code, § 24 (28 U.S.C.A. § 1331 et seq.), the pecuniary result to either party which a judgment entered in the case would directly produce, either at once or in the future. *Elliott v. Empire Natural Gas Co.*, C.C.A.Kan., 4 F.2d 493, 497. See also **Jurisdictional amount**.

Value received. A phrase usually employed in a bill of exchange or promissory note, to denote that a lawful consideration has been given for it. *Clayton v. Clayton*, 125 N.J.L. 537, 17 A.2d 496, 497. It is prima facie evidence of consideration, *Moses v. Bank*, 149 U.S. 298, 13 S.Ct. 900, 37 L.Ed. 743; although not necessarily in money.

Valued policy. One in which a definite valuation is by agreement of both parties put on the subject-matter of the insurance and written in the face of the policy and such value, in the absence of fraud or mistake, is conclusive on the parties. One in which both property insured and loss are valued. It is distinguished from an "open policy", which is one where the value of the property insured is not settled in the policy. *Ellis v. Hartford Livestock Ins. Co.*, 293 Ky. 683, 170 S.W.2d 51, 53.

Valueless. Worthless.

Valuer /vályuwər/. A person whose business is to appraise or set a value upon property; an appraiser.

Valvasors, or vidames /vávəsòrz/víydámz/. An obsolete title of dignity next to a peer.

Vana est illa potentia quæ nunquam venit in actum /véynə èst ílā póténsh(iy)ə kwíy nánkwəm víynəd ən éktəm/. That power is vain [idle or useless] which never comes into action [which is never exercised].

Vandalic /vændælk/. Willfully or ignorantly destructive. *Unkelsbee v. Homestead Fire Ins. Co. of Baltimore*, D.C.Mun.App., 41 A.2d 168, 170.

Vandalism. Willful or ignorant destruction of property, especially artistic or literary treasures. Hostility to or contempt for what is beautiful or venerable. *Unkelsbee v. Homestead Fire Ins. Co. of Baltimore*, D.C. Mun.App., 41 A.2d 168, 170, 172. Vandalism connotes act of vandal and in ordinary usage is not limited to destruction of works of art, but has broadened its meaning to include destruction of property generally. *Eis v. Hawkeye-Security Ins. Co.*, 192 Kan. 103, 386 P.2d 206, 210. Within dwelling policy means the willful and malicious destruction of property generally, and the destruction must have been intentional or in such reckless and wanton disregard of rights of others as to be equivalent of intent, and malice may be inferred from act of destruction. *Livaditis v. American Cas. Co. of Reading, Pa.*, 117 Ga.App. 297, 160 S.E.2d 449, 450.

Vani timores sunt estimandi, qui non cadunt in constantem virum /véynay támóriyז sánt èstamánday, kwáy nòn kéydánt in kən(t)stántəm vírəm/. Those are to be regarded as idle fears which do not affect a steady [firm or resolute] man.

Vani timoris justa excusatio non est /véynay támóris jástə èkskyuwzýsh(iy)ow nòn èst/. A frivolous fear is not a legal excuse.

Vantarius /vántér(i)yəs/. L. Lat. In old records, a forefootman.

Vara /várə/. A Spanish-American measure of length, equal to 33 English inches or a trifle more or less, varying according to local usage. See *U. S. v. Perot*, 98 U.S. 428, 25 L.Ed. 251. A measure used in Mexican land grants equal to 32.9927 inches. *Ainsa v. U. S.*, 161 U.S. 208, 16 S.Ct. 544, 40 L.Ed. 673.

Variable annuity. An annuity whose periodic payments depend upon some uncertain outcome, such as stock market prices. An annuity contract in which the premiums or payments are invested in securities to keep pace with inflation. The payments, therefore, which the annuitant receives vary from time to time.

Variance. Pleading. A discrepancy or disagreement between two instruments or two allegations in the same cause, which ought by law to be entirely consonant. Thus, if the evidence adduced by the plaintiff does not agree with the allegations of his pleadings, it is a variance. A disagreement between the allegations and the proof in some matter which, in point of law, is essential to the charge or claim. A substantial departure in the evidence adduced from the issue as made by the pleadings. The test of materiality of "variance" in an information is whether the pleading

so fully and correctly informs a defendant of offense with which he is charged that, taking into account proof which is introduced against him, he is not misled in making his defense. *People v. Guerrero*, 22 Cal.2d 183, 137 P.2d 21, 24.

To constitute a variance, there must be a real and tangible difference between the allegations in the pleading and the proof offered in its support. The difference must be substantial and material. It must be one that actually misleads the adverse party to his prejudice in maintaining his action or defense on the merits, or, in criminal cases, one which might mislead the defense or expose a defendant to being put twice in jeopardy for the same offense. *McCallister v. State*, 217 Ind. 65, 26 N.E.2d 391, 393.

A variance in criminal case is an essential difference between accusation and proof, best illustrated where one crime is alleged and another proved, and test of material variance is whether offense alleged in a second indictment is the same as that alleged in the first, and accordingly, a plea of *autrefois acquit* must be upon a prosecution for the identical offense. *U. S. v. Wills*, C.C.A.Pa., 36 F.2d 855, 856.

Stipulations to vary discovery procedures are governed by Fed.R. Civil P. 29.

The objection or doctrine of "variance" has been essentially abolished by Fed.R. Civil P. 15(b) which permits liberal amendment of the pleadings to conform to the evidence. See also *Fatal variance*.

See also *Area variance*; *Departure*; *Irregularity*.

Zoning. Permission to depart from the literal requirements of a zoning ordinance. An authorization to a property owner to depart from literal requirements of zoning regulations in utilization of his property in cases in which strict enforcement of the zoning regulations would cause undue hardship. *Daniel v. District of Columbia Bd. of Zoning Adjustment*, D.C.App., 329 A.2d 773, 775. A "use variance" is a variance permitting a use other than that permitted in particular district by zoning ordinance. *Anderson v. Board of Appeals, Town of Chesapeake Beach*, 22 Md.App. 28, 322 A.2d 220, 225.

Various. Separate. *Simmons v. Ramsbottom*, 51 Wyo. 419, 68 P.2d 153, 156.

Vas /væs/. Lat. In the civil law, a pledge; a surety; bail or surety in a criminal proceeding or civil action.

Vasectomy. Resection of the ductus deferens. Surgical excision of part of the vas deferens, resulting in sterilization of the male.

Vassal /væsal/. A feudal tenant or grantee; a feudatory; the holder of a fief on a feudal tenure, and by the obligation of performing feudal services. The correlative term was "lord." The vassal himself might have been lord of some other vassal.

In later times, this word was used to signify a species of slave who owed servitude and was in a state of dependency on a superior lord. 2 Bl.Comm. 53.

Vassalage /væsləj/. The state or condition of a vassal.

Vassal states. In international law, states which were supposed to possess only those rights and privileges which had been expressly granted to them, but actu-

ally they seem to have been very independent. Egypt was such; also Crete.

Vasseleria /væslér(i)yə/. The tenure or holding of a vassal.

Vastum /véystəm/. L. Lat. A waste or common lying open to the cattle of all tenants who have right of commoning.

Vastum forestæ vel bosci /véystəm farestiy vèl bósay/. Waste of a forest or wood. That part of a forest or wood wherein the trees and underwood were so destroyed that it lay in a manner waste and barren.

Vauderie /vówd(ə)riy/. In old European law, sorcery; witchcraft; the profession of the Vaudois.

Vaudeville. A species of theatrical entertainment, composed of isolated acts forming a balanced show. *Hart v. B. F. Keith Vaudeville Exchange*, C.C.A.N.Y., 12 F.2d 341, 342.

Vavasory /vævəs(ò)riy/. The lands that a vavasour held.

Vavasour /vævəsòr/. One who was in dignity next to a baron. One who held of a baron.

V.C. An abbreviation for "vice-chancellor."

V.C.C. An abbreviation for "vice-chancellor's court."

V.E. An abbreviation for "*venditioni exponas*" (q.v.).

Veal-money. The tenants of the manor of Bradford, in the county of Wilts, paid a yearly rent by this name to their lord, in lieu of veal paid formerly in kind.

Vecorin. In old Lombardic law, the offense of stopping one on the way; forestalling.

Vectigalia /vèktəgéyl(i)yə/. In Roman law, customs-duties; taxes paid upon the importation or exportation of certain kinds of merchandise. They differed from tribute, which was a tax paid by each individual. Rent from state lands.

Vectigal judicarium /vektáygal juwdishiyér(i)yəm/. Lat. Fines paid to the crown to defray the expenses of maintaining courts of justice.

Vectigal, origine ipsa, jus cæsarum et regum patrimoniale est /vektáygal, ərjəniy ípsə, jəs siyzərəm èt ríygəm pətrəmòwniyéyliy èst/. Tribute, in its origin, is the patrimonial right of emperors and kings.

Vectura /vekt(y)úrà/. In maritime law, freight.

Vehicle. That in or on which persons, goods, etc. may be carried from one place to another, especially along the ground. Any moving support or container fitted or used for the conveyance of bulky objects; a means of conveyance. That which is used as an instrument of conveyance, transmission or communication. Term refers to every device in, upon or by which a person or property is or may be transported upon a highway. Term has been held to include a "moped" (*People v. Jordan*, 75 Cal.App.3d Supp. 1, 142 Cal. Rptr. 401, 405), while a bicycle has been held by some courts to be a vehicle under traffic laws (*Richards v. Goff*, 26 Md.App. 344, 338 A.2d 80, 84), while others have held that it is not (*Fowles v. Dakin*, 160 Me. 392, 205 A.2d 169, 173).

Vehicular homicide. Homicide caused by the illegal operation of a motor vehicle. Both intentional conduct and negligence may be the basis for such charge though statutes vary from state to state as to the elements of the crime. See also **Homicide**.

Veles /vɪy(iy)z/. L. Fr. Distresses forbidden to be replevied; the refusing to let the owner have his cattle which were distrained.

Vein. A continuous body of mineral or mineralized rock, filling a seam or fissure in the earth's crust, within defined boundaries in the general mass of the mountain (which boundaries clearly separate it from the neighboring rock), and having a general character of continuity in the direction of its length. *McMullin v. Magnuson*, 102 Colo. 230, 78 P.2d 964, 968. It includes all deposits of mineral matter found through a mineralized zone or belt coming from the same source, impressed with the same forms, and appearing to have been created by the same processes. *Inyo Marble Co. v. Loundagin*, 120 Cal.App. 298, 7 P.2d 1067, 1072.

The terms "principal," "original," and "primary," as well as "secondary," "accidental," and "incidental," have all been employed to describe the different veins found within the same surface boundaries, but their meaning is not entirely clear in all cases. They may refer to the relative importance or value of the different veins, or the relations to each other, or to the time of discovery, but the words "secondary," "accidental," and "incidental" are most frequently used to distinguish between the discovery vein and other veins within the same surface boundaries.

Discovery vein. That vein which served as a basis of the location, in contradistinction to secondary, accidental, and incidental veins. The primary vein for the purpose of locating a mining claim and determining which are the end and which the side lines. Where the discovery vein crosses the opposite side lines of the claim as located, the side lines become end lines, not only with respect to such vein, but for determination of extralateral rights in any other vein which apex within the claim.

Vejours. Viewers; persons sent by the court to take a view of any place in question, for the better decision of the right. It signifies, also, such as are sent to view those that *essoïn* themselves *de malo lecti*, (i.e., excuse themselves on ground of illness) whether they be in truth so sick as that they cannot appear, or whether they do counterfeit.

Velabrum /velæbrəm/. In old English law, a tollbooth.

Velitis jubeatis quirites? /vélɪdəs juwbɪyédəs kwəráy-dɪz/. Lat. Is it your will and pleasure, Romans? The form of proposing a law to the Roman people.

Velle non creditur qui obsequitur imperio patris vel domini /véliy nòn krédədar kwáy əbsékweðar impír(i)yow pətrəs vèl dómənay/. He is not presumed to consent who obeys the orders of his father or his master.

Vel non /vèl nón/. Or not. These words appear in the phrase "devisavit vel non" (q.v.), meaning, literally, "did he devise or not." Examples of their use by the courts may be seen in the following quotations: "So

the sufficiency vel non of the order of publication is important"; "the negligence vel non of the owner was * * * for the jury"; and "We come at last to the merits vel non of this appeal".

Veltraria /veltrér(i)yə/. The office of dog-leader, or courser.

Venal /vɪnəl/. Pertaining to something that is bought; capable of being bought; offered for sale; mercenary. Used usually in an evil sense, such purchase or sale being regarded as corrupt and illegal.

Venaria /vənér(i)yə/. Beasts caught in the woods by hunting.

Venatio /vənéysh(iy)ow/. Hunting.

Vend. To transfer to another for a pecuniary equivalent; to make an object of trade, especially by hawking or peddling; to sell. *Goins v. State*, 194 Ark. 598, 108 S.W.2d 1082, 1083. The term is not commonly applied to the sale of real estate, although its derivatives "vendor" and "vendee" are.

Vendee. A purchaser or buyer; one to whom anything is sold. Generally used of the purchaser of real property, one who acquires chattels by sale being called a "buyer." See also **Vendor**.

Vendens eandem rem duobus falsarius est /vénden(d)z iyéndəm rém dyuwówbəs fol(t)sér(i)yəs èst/. He is fraudulent who sells the same thing twice.

Vendetta. A private blood feud, in which a family seeks to avenge one of its members on the offender or his family. *Stephens v. Howells Sales Co.*, D.C.N.Y., 16 F.2d 805, 808.

Vendible /véndəbəl/. Fit or suitable to be sold; capable of transfer by sale; merchantable.

Venditæ /véndədiy/. In old European law, a tax upon things sold in markets and public fairs.

Venditio /vendísh(iy)ow/. Lat. In the civil law, in a strict sense, sale; the act of selling; the contract of sale, otherwise called "*emptio venditio*."

In a broader sense, any mode or species of alienation; any contract by which the property or ownership of a thing may be transferred.

Vendition /vendíshən/. Sale; the act of selling.

Venditioni exponas /vendíshiyównay ekspównəs/. Lat. You expose to sale. The name of a writ of execution, requiring a sale to be made, directed to a sheriff when he has levied upon goods under a *fieri facias*, but returned that they remained unsold for want of buyers; and in some jurisdictions it is issued to cause a sale to be made of lands, seized under a former writ, after they have been condemned or passed upon by an inquisition. Frequently abbreviated to "*vend. ex.*" *Beeve v. U. S.*, 161 U.S. 104, 16 S.Ct. 532, 40 L.Ed. 633; *State ex rel. First Nat. Bank v. Ogden*, 173 Okl. 285, 49 P.2d 565, 567. The writ gives no new authority to the sheriff but only directs him to perform his duty under the execution. *Fannin's Ex'r v. Haney*, 283 Ky. 68, 140 S.W.2d 630, 632.

Venditor /véndədər/. Lat. A seller; a vendor.

Venditor regis /véndadar ríyjas/. In old English law, the king's seller or salesman; the person who exposed to sale those goods and chattels which were seized or distrained to answer any debt due to the king.

Venditrix /véndatraks/. Lat. A female vendor.

Vendor. The person who transfers property by sale, particularly real estate; "seller" being more commonly used for one who sells personalty. The latter may, however, with entire propriety, be termed a vendor. A merchant; a retail dealer; a supplier; one who buys to sell. See also **Vendee**.

Vendor's lien. A creature of equity, being a lien impliedly belonging to a vendor for the unpaid purchase price of land, where he has not taken any other lien or security beyond the personal obligation of the purchaser. An equitable security which arises from the fact that a vendee has received from his vendor property for which he has not paid the full consideration, and such lien exists independently of any express agreement. *Sturdy v. Smith*, Mo.App., 132 S.W.2d 1033, 1037; *Causar v. Wilmoth*, Mo.App., 142 S.W.2d 777, 779; *Mollett v. Beckman*, Mo.App., 78 S.W.2d 886, 890. Also, a lien existing in the unpaid vendor of chattels, the same remaining in his hands, to the extent of the purchase price, where the sale was for cash, or on a term of credit which has expired, or on an agreement by which the seller is to retain possession.

In English and American law a vendor's lien is exceptional in character, and is an importation from the civil law, which found its recognition through courts of chancery, on the equitable principle that the person who had secured the estate of another ought not in conscience to be allowed to keep it and not pay full consideration money, and that to enforce that payment it was just that the vendor should have a lien upon the property.

Vendue /vendyúw/vénd(y)uw/. A sale; generally a sale at public auction; and more particularly a sale so made under authority of law, as by a constable, sheriff, tax collector, administrator, etc.

Vendue master /vénd(y)uw mástər/. An auctioneer.

Venereal /vəníriyəl/. Sexual; as, *venereal* diseases.

Venereal disease /vəníriyəl dəzíyz/. One of several diseases identified with sexual intercourse. Collective term for gonorrhea, chancroid, and syphilis.

Venia /víyn(i)yə/. A kneeling or low prostration on the ground by penitents; pardon.

Venia ætatis /víyn(i)yə ætéydəs/. A privilege granted by a prince or sovereign, in virtue of which a person is entitled to act, *sui juris*, as if he were of full age.

Venæ facilitas incentivum est delinquendi /víyniyiy fásilitás in(t)sentáyvəm èst dèlínkwénday/. Facility of pardon is an incentive to crime.

Venire /vənáyriy/. Lat. To come; to appear in court. Sometimes used as the name of the writ for summoning a jury, more commonly called a "*venire facias*" The list of jurors summoned to serve as jurors for a particular term. A special venire is sometimes prepared for a protracted case.

Venire de novo /vənáyriy diy nóvwow/. See **Venire facias de novo**.

Venire facias /vənáyriy féysh(iy)əs/. Lat. A judicial writ, directed to the sheriff of the county in which a cause is to be tried, commanding him that he "cause to come" before the court, on a certain day therein mentioned, twelve good and lawful men of the body of his county, qualified according to law, by whom the truth of the matter may be the better known, and who are in no wise of kin either to the plaintiff or to the defendant, to make a jury of the county between the parties in the action, because as well the plaintiff as the defendant, between whom the matter in variance is, have put themselves upon that jury, and that he return the names of the jurors, etc.

Venire facias ad respondendum /vənáyriy féysh(iy)əs æd rèspondéndəm/. A writ to summon a person, against whom an indictment for a misdemeanor has been found, to appear and be arraigned for the offense. A warrant is now more commonly used.

Venire facias de novo /vənáyriy féysh(iy)əs diy nóvwow/. A fresh or new *venire*, which the court grants when there has been some impropriety or irregularity in returning the jury, or where the verdict is so imperfect or ambiguous that no judgment can be given upon it, or where a judgment is reversed on error, and a new trial awarded. The ancient common-law mode of proceeding to a new trial was by a writ of venire facias de novo. The present day relief of "new trial" is intended to mitigate the severity of the proceeding to attain. While a venire de novo and new trial are quite different, they are alike in that a new trial takes place in both. The material difference between them is that a venire de novo must be granted upon matters appearing upon the face of the record, but a new trial may be granted for things out of the record. The terms "venire facias de novo" and "venire de novo" are used interchangeably to denote a new trial.

Venire facias juratores /vənáyriy féysh(iy)əs jürətóriyz/. A common law judicial writ directed to the sheriff, when issue was joined in an action, commanding him to cause to come to Westminster, on such a day, twelve free and lawful men of his county by whom the truth of the matter at issue might be better known. This writ was abolished by section 104 of the common-law procedure act, 1852, and by section 105 a precept issued by the judges of assize is substituted in its place. The process so substituted is sometimes loosely spoken of as a "*venire*."

Venire facias tot matronas /vənáyriy féysh(iy)əs tòt matrównəs/. A writ to summon a jury of matrons to execute the writ *de ventre inspiciendo*.

Venireman /vənáyriymən/. A member of a panel of jurors; a juror summoned by a writ of *venire facias*.

Venit et defendit /víynəd èt dəféndət/. L. Lat. In old pleading, comes and defends. The proper words of appearance and defense in an action.

Venit et dicit /víynəd èt dísat/. Lat. In old pleading, comes and says.

Vente /vónt/. In French law, sale; contract of sale.

Vente aleatoire /vónt àleyatwár/. A sale subject to an uncertain event.

Vente à réméré /vónt a rèymeréy/. A conditional sale, in which the seller reserves the right to redeem or repurchase at the same price. The term is used in Canada and Louisiana.

Vente aux enchères /vónt owz onshér/. An auction.

Venter /véntar/. Lat. (ventre, Fr.) The belly; the womb; the wife. Used in law as designating the maternal parentage of children. Thus, where in ordinary phraseology we should say that A. was B.'s child by his first wife, he would be described in law as "by the first venter." A child is said to be *en ventre sa mere* before it is born; while is it a fetus.

Ventre inspiciendo /véntriy inspishiyéndow/. See **De ventre inspiciendo**; **Venire facias tot matronas**.

Venture, v. To take (the) chances.

Venture, n. An undertaking attended with risk, especially one aiming at making money; business speculation. See also **Joint enterprise**; **Joint venture**.

Venue. Formerly spelled *visne*. In common law pleading and practice, a neighborhood; the neighborhood, place, or county in which an injury is declared to have been done, or fact declared to have happened. 3 Bl.Comm. 294.

The particular county, or geographical area, in which a court with jurisdiction may hear and determine a case. Venue deals with locality of suit, that is, with question of which court, or courts, of those that possess adequate personal and subject matter jurisdiction may hear the specific suit in question. *Japan Gas Lighter Ass'n v. Ronson Corp.*, D.C.N.J., 257 F.Supp. 219, 224. It relates only to place where or territory within which either party may require case to be tried. *Cushing v. Doudistal*, 278 Ky. 779, 129 S.W.2d 527, 528, 530. It has relation to convenience of litigants and may be waived or laid by consent of parties. *Iselin v. La Coste*, C.C.A.La., 147 F.2d 791, 795.

The general venue statute governing civil actions in U.S. district courts is 28 U.S.C.A. § 1391.

In federal cases the prosecutor's discretion regarding the location of the prosecution is limited by Article III, § 2, U.S.Const., which requires trial in the state where the offense "shall have been committed," and the Sixth Amendment, which guarantees an impartial jury "of the state and district wherein the crime shall have been committed."

Venue does not refer to jurisdiction at all. *Arganbright v. Good*, 46 Cal.App.2d Supp. 877, 116 P.2d 186. "Jurisdiction" of the court means the inherent power to decide a case, whereas "venue" designates the particular county or city in which a court with jurisdiction may hear and determine the case. *Stanton Trust and Savings Bank v. Johnson*, 104 Mont. 235, 65 P.2d 1188, 1189. As such, while a defect in venue may be waived by the parties, lack of jurisdiction may not.

See also **Change of venue**; **Forum conveniens**; **Forum non conveniens**.

Federal criminal cases. Except as otherwise permitted by statute or by the rules, the prosecution shall be

had in a district in which the offense was committed. The court shall fix the place of trial within the district with due regard to the convenience of the defendant and the witnesses. Fed.R.Crim.P. 18.

Venue facts. Facts to be established at hearing on plea of privilege. *Central Motor Co. v. Roberson*, Tex.Civ. App., 139 S.W.2d 287, 289. Facts which by statute constitute an exception to the general right of a defendant to be sued in the county of his residence. *Crawford v. Sanger*, Tex.Civ.App., 160 S.W.2d 115, 116.

Venue jurisdiction. Power of the particular court to function. *Brand v. Pennsylvania R. Co.*, D.C.Pa., 22 F.Supp. 569, 571.

Veracity. Truthfulness; accuracy.

Veray /væréy/. L. Fr. True. An old form of *vrai*. Thus, *veray*, or true *tenant*, is one who holds in fee-simple; *veray tenant by the manner*, is the same as tenant by the manner (*q.v.*), with this difference only: that the fee-simple instead of remaining in the lord, is given by him or by the law to another.

Verba /vərbə/. Lat. (Plural of *verbum*.) Words.

Verba accipienda sunt cum effectu, ut sortiantur effectum /vərbə əksipiyéndə sánt kəm əfékt(y)uw, ət sörshiyántər əféktəm/. Words are to be received with effect, so that they may produce effect.

Verba accipienda sunt secundum subjectam materiam /vərbə əksipiyéndə sánt sakándəm səbjéktəm mätíriyam/. Words are to be understood with reference to the subject-matter.

Verba accipienda ut sortiantur effectum /vərbə əksipiyéndə ət sörshiyántər əféktəm/. Words are to be taken so that they may have some effect.

Verba æquivoca, ac in dubio sensu posita, intelliguntur digniori et potentiori sensu /vərbə əkwívøkə, ək in d(y)úwbíyow pózáda, intələgántər dign(i)yóray ət pəténshiyóray sén(t)s(y)uw/. Equivocal words, and such as are put in a doubtful sense, are [to be] understood in the more worthy and effectual sense [in their best and most effective sense].

Verba aliquid operari debent; debent intelligi ut aliquid operentur /vərbə ələkwəd òpéréray débənt; débənt intələjay əd ələkwəd òpéréntər/. Words ought to have some operation; they ought to be interpreted in such a way as to have some operation.

Verba aliquid operari debent, verba cum effectu sunt accipienda /vərbə ələkwəd òpéréray débənt, vərbə kəm əfékt(y)uw sánt əksipiyéndə/. Words are to be taken so as to have effect.

Verba artis ex arte /vərbə árdəs əks árdiy/. Terms of art should be explained from the art.

Verba cancellariæ /vərbə kæn(t)səlériiy/. Words of the chancery. The technical style of writs framed in the office of chancery.

Verba chartarum fortius accipiuntur contra proferentem /vərbə kartérəm fórs(h)iyəs əksipiyántər kóntrə pròféréntəm/. The words of charters are to be received more strongly against the grantor [or the person offering them].

Verba cum effectu accipienda sunt /vǫrbǫ kǫm ǫfǫkt(y)uw ǫksipiyǫndǫ sǫnt/. Words ought to be used so as to give them their effect.

Verba currentis monetæ, tempus solutionis designant /vǫrbǫ kǫhrǫntas mǫniydiy, tǫmpǫs sǫl(y)ǫwshiyǫwnas dǫzǫgnǫnt/. The words "current money" designate current at the time of payment.

Verba debent intelligi cum effectu ut res magis valeat quam pereat /vǫrbǫ dǫbǫnt intǫlǫjay kǫm ǫfǫkt(y)uw, ǫt riyz mǫyjǫs vǫliyt kwǫm pǫhriyt/. Words ought to be understood with effect, that a thing may rather be preserved than destroyed.

Verba debent intelligi ut aliquid operentur /vǫrbǫ dǫbǫnt intǫlǫjay ǫt ǫlǫkwǫd ǫpǫrǫntǫr/. Words ought to be understood so as to have some operation.

Verba dicta de persona intelligi debent de conditione personæ /vǫrbǫ diktǫ diy pǫrsǫwnǫ intǫlǫjay dǫbǫnt diy kǫndishiyǫwniy pǫrsǫwniy/. Words spoken of a person are to be understood of the condition of the person.

Verba fortius accipiuntur contra proferentem /vǫrbǫ fǫrsh(iy)ǫs ǫksipiyǫntǫr kǫntrǫ prǫfǫrǫntǫm/. Words are to be taken most strongly against him who uses them.

Verba generalia generaliter sunt intelligenda /vǫrbǫ jǫnrǫyl(i)yǫ jǫnrǫylǫdǫr sǫnt intǫlǫjǫndǫ/. General words are to be generally understood.

Verba generalia restringuntur ad habilitatem rei vel aptitudinem personæ /vǫrbǫ jǫnrǫyl(i)yǫ rǫstringǫntǫr ǫd hǫbilǫtǫdǫm riyy vǫl ǫptat(y)ǫwdǫnǫm pǫrsǫwniy/. General words must be narrowed either to the nature of the subject-matter or to the aptitude of the person.

Verba illata (relata) inesse videntur /vǫrbǫ ǫlǫydǫ inǫsiy vǫdǫntǫr/°rǫlǫydǫ°/. Words referred to are to be considered as if incorporated.

Verba in differenti materia per prius, non per posterius, intelligenda sunt /vǫrbǫ in difǫrǫntay mǫtiriyǫ pǫr prǫyǫs, nǫn pǫr postiriyǫs, intǫlǫjǫndǫ sǫnt/. Words on a different subject are to be understood by what precedes, not by what comes after. A maxim of the civil law.

Verba intelligenda sunt in casu possibili /vǫrbǫ intǫlǫjǫndǫ sǫnt in kǫys(y)uw posibǫlay/. Words are to be understood in [or "of," or "in reference to"] a possible case. A maxim of the civil law.

Verba intentioni, non e contra, debent inservire /vǫrbǫ intǫnshiyǫwnay, nǫn iy kǫntrǫ, dǫbǫnt insǫrvǫriy/. 8 Coke, 94. Words ought to be made subservient to the intent, not the intent to the words. Bailey v. Abington, 201 Ark. 1072, 148 S.W.2d 176, 179.

Verba ita sunt intelligenda, ut res magis valeat quam pereat /vǫrbǫ ǫydǫ sǫnt intǫlǫjǫndǫ, ǫt riyz mǫyjǫs vǫliyt kwǫm pǫhriyt/. The words [of an instrument] are to be so understood, that the subject-matter may rather be of force than perish [rather be preserved than destroyed; or, in other words, that the instrument may have effect, if possible]. 2 Bl.Comm. 380.

Verbal. Strictly, of or pertaining to words; expressed in words, whether spoken or written, but commonly in spoken words; hence, by confusion, spoken; oral. Parol; by word of mouth; as, verbal agreement, verbal evidence; or written, but not signed, or not executed with the formalities required for a deed or prescribed by statute in particular cases.

Verbal act doctrine. Under this doctrine, utterances accompanying some act or conduct to which it is desired to give legal effect are admissible where conduct to be characterized by words is material to issue and equivocal in its nature, and words accompany conduct and aid in giving it legal significance. Keefe v. State, 50 Ariz. 293, 295, 72 P.2d 425, 427. Under doctrine, where declarations of an individual are so connected with his acts as to derive a degree of credit from such connection, independently of the declaration, the declaration becomes part of the transaction and is admissible. The "verbal act doctrine" and the "res gestæ doctrine" coincide practically and serve equally to admit certain sorts of statements, but they are nevertheless wholly distinct in their nature and in their right to exist. American Employers Ins. Co. v. Wentworth, 90 N.H. 112, 5 A.2d 265, 269. See also **Res gestæ**.

Verbal assaults. See **Threats**.

Verbal note. A memorandum or note, in diplomacy, not signed, sent when an affair has continued a long time without any reply, in order to avoid the appearance of an urgency which perhaps is not required; and, on the other hand, to guard against the supposition that it is forgotten, or that there is an intention of not prosecuting it any further.

Verbal process. In Louisiana, *procès verbal* (q.v.).

Verba mere æquivoca, si per communem usum loquendi in intellectu certo summuntur, talis intellectus præferendus est /vǫrbǫ mǫriy ǫkwivǫkǫydǫ, sǫy pǫr kǫmyǫwnǫm yǫwsǫm lowkwǫnday in intǫlǫkt(y)uw sǫrdǫw sǫmǫntǫr, tǫylas intǫlǫktas prǫfǫrǫndǫs ǫst/. [In the case of] words merely equivocal, if they are taken by the common usage of speech in a certain sense, such sense is to be preferred. A maxim of the civil law.

Verba nihil operari melius est quam absurde /vǫrbǫ nǫy(h)ǫl ǫpǫrǫray mǫyl(i)yǫs ǫst kwǫm ǫbsǫrdiy/. It is better that words should have no operation at all than [that they should operate] absurdly. A maxim of the civil law.

Verba non tam intuenda, quam causa et natura rei, ut mens contrahentium ex eis potius quam ex verbis appareat /vǫrbǫ nǫn tǫm int(y)uwǫndǫ, kwǫm kǫzǫ ǫt nǫt(y)ǫrǫ riyy, ǫt mǫn(d)z kǫntrǫhǫnsh(iy)ǫm ǫks iyǫs pǫwsh(iy)ǫs kwǫm ǫks vǫrbas ǫpǫriyt/. The words [of a contract] are not so much to be looked at as the cause and nature of the thing [which is the subject of it], in order that the intention of the contracting parties may appear rather from them than from the words.

Verba offendi possunt, imo ab eis recedere licet, ut verba ad sanum intellectum reducantur /vǫrbǫ ǫfǫnday pǫsǫnt, ǫymǫw ǫb iyǫs rǫsiydariy lǫsǫd, ǫt vǫrbǫ ǫd sǫynǫm intǫlǫktǫm riyd(y)uwkwǫntǫr/. Words may be

opposed [taken in a contrary sense], nay, we may disregard them altogether, in order that the [general] words [of an instrument] may be restored to a sound meaning. A maxim of the civilians.

Verba ordinationis quando verificari possunt in sua vera significatione, trahi ad extraneum intellectum non debent /vǫrbǫ ȳrdǫnǫyshiyȳwnǫs kwȳndow vǫhrǫfǫkǫrǫy pȳsǫnt in s(y)ȳwǫ vǫrǫ signǫfǫkǫyshiyȳwniy, trǫyhay ǫd ǫkstrǫyn(i)yǫm intǫlǫktǫm nȳn dǫbǫnt/. When the words of an ordinance can be carried into effect in their own true meaning, they ought not to be drawn to a foreign intendment. A maxim of the civilians.

Verba posteriora propter certitudinem addita, ad priora quę certitudine indigent, sunt referenda /vǫrbǫ postiriyȳrǫ prȳptǫr sǫrdǫt(y)ȳwdǫnǫm ǫdǫdǫ, ǫd prǫyȳrǫ kwiy sǫrdǫt(y)ȳwdǫniy indǫjǫnt, sǫnt rǫfǫrǫndǫ/. Subsequent words, added for the purpose of certainty, are to be referred to the preceding words which require the certainty.

Verba precaria /vǫrbǫ prǫkǫr(i)yǫ/. In the civil law, precatory words; words of trust, or used to create a trust.

Verba pro re et subjecta materia accipi debent /vǫrbǫ prȳw riy ȳt sǫbjǫktǫ mǫtir(i)yǫ ǫksǫpay dǫbǫnt/. Words ought to be understood in favor of the thing and subject-matter. A maxim of the civilians.

Verba quę aliquid operari possunt non debent esse superflua /vǫrbǫ kwiy ǫlǫkwǫd ȳpǫrǫrǫy pȳsǫnt nȳn dǫbǫnt ȳsiy sǫprǫfluwǫ/. Words which can have any kind of operation ought not to be [considered] superfluous.

Verba, quantumvis generalia, ad aptitudinem restringantur, etiamsi nullam aliam paterentur restrictionem /vǫrbǫ, kwȳntǫmvǫs jȳnrǫyl(i)yǫ, ǫd ǫptǫt(y)ȳwdǫnǫm rǫstrǫngǫntǫr, ȳshiyǫmsay nǫlǫm ȳyl(i)yǫm pǫdǫrǫntǫr rǫstrǫkshiyȳwnǫm/. Words, howsoever general, are restrained to fitness (*i.e.*, to harmonize with the subject-matter), though they would bear no other restriction.

Verba relata hoc maxime operantur per referentiam, ut in eis inesse videntur /vǫrbǫ rǫlȳydǫ hȳk mǫkssmiy ȳpǫrǫntǫr pǫr rǫfǫrǫnsh(i)yǫm, ȳd in iyǫs inȳsiy vȳdǫntǫr/. Related words [words connected with others by reference] have this particular operation by the reference, that they are considered as being inserted in those [clauses which refer to them]. Words to which reference is made in an instrument have the same effect and operation as if they were inserted in the clauses referring to them.

Verba relata inesse videntur /vǫrbǫ rǫlȳydǫ inȳsiy vȳdǫntǫr/. Words to which reference is made seem to be incorporated.

Verba secundum materiam subjectam intelligi nemo est qui nesciat /vǫrbǫ sǫkǫndǫm mǫtiriyǫm sǫbjǫktǫm intǫlǫjay nȳymow ȳst kwǫy nȳshiyǫt/. There is no one who does not know that words are to be understood according to their subject-matter.

Verba semper accipienda sunt in mitiori sensu /vǫrbǫ sȳmpǫr ǫksipiyȳndǫ sǫnt in mishiyȳrǫy sȳn(t)s(y)ȳw/. Words are always to be taken in the milder sense.

Verba strictę significationis ad latam extendi possunt, si subsit ratio /vǫrbǫ strǫkty signǫfǫkǫyshiyȳwnǫs ǫd lȳydam ǫkstȳnday pȳsǫnt, sǫy sǫbsit rȳysh(i)yȳw/. Words of a strict or narrow signification may be extended to a broad meaning, if there be ground in reason for it. A maxim of the civilians.

Verba sunt indices animi /vǫrbǫ sǫnt indȳsiyz ǫnǫmay/. Words are the indices or indicators of the mind or thought.

Verbis standum ubi nulla ambiguitas /vǫrbǫs stǫndǫm yȳwbay nǫlǫ ǫmbȳgyȳwǫtǫs/. One must abide by the words where there is no ambiguity.

Verbum imperfecti temporis rem adhuc imperfectam significat /vǫrbǫm impǫrfȳktay tȳmpǫrǫs rȳm ǫdhǫk impǫrfȳktǫm signȳfǫkǫt/. The imperfect tense of the verb indicates an incomplete matter.

Verderer, or verderor /vǫrdǫrǫr/. An officer of the king's forest, who is sworn to maintain and keep the assizes of the forest, and to view, receive, and enroll the attachments and presentments of all manner of trespasses of vert and venison in the forest.

Verdict. From the Latin "veredictum," a true declaration. *Clark v. State*, 170 Tenn. 494, 499, 97 S.W.2d 644, 646. The formal decision or finding made by a jury, impaneled and sworn for the trial of a cause, and reported to the court (and accepted by it), upon the matters or questions duly submitted to them upon the trial. The definitive answer given by the jury to the court concerning the matters of fact committed to the jury for their deliberation and determination. *Ralston v. Stump*, 75 Ohio App. 375, 62 N.E.2d 293, 294, 31 O.O. 43.

The usual verdict, one where the jury decides which side wins (and how much, sometimes), is called a general verdict. When the jury is asked to answer specific questions of fact, it is called a special verdict. See *General verdict* and *Special verdict* below.

In criminal cases the verdict shall be unanimous, and shall be returned by the jury to the judge in open court. Fed.R.Crim.P. 31. In civil cases the parties may stipulate that a verdict of a stated majority of the jurors shall be taken as the verdict of the jury. Fed.R.Civil P. 48.

See also **Polling the jury.**

Chance verdict. One determined by hazard or lot, and not by the deliberate understanding and agreement of the jury. While formerly used, such are now illegal.

Compromise verdict. One which is the result, not of justifiable concession of views, but of improper compromise of the vital principles which should have controlled the decision. Although it is proper for jurors to harmonize their views and reach a verdict with proper regard for each other's opinions, it is not proper for any juror to surrender his conscientious convictions on any material issue in return for a relinquishment by others of their like settled opinions on another issue, producing a result which does not command the approval of the whole panel.

Directed verdict. Verdict ordered by the judge as a matter of law when he rules that the party with the

burden of proof has failed to make out a prima facie case. The judge under these circumstances orders the jury to return a verdict for the other party. See Fed.R.Civil P. 50.

Excessive verdict. See that title.

False verdict. One obviously opposed to the principles of right and justice; an untrue verdict. Formerly, if a jury gave a false verdict, the party injured by it might sue out and prosecute a writ of attain against them, either at common law or on the statute 11 Hen. VII, c. 24, at his election, for the purpose of reversing the judgment and punishing the jury for their verdict; but not where the jury erred merely in point of law, if they found according to the judge's direction. The practice of setting aside verdicts and granting new trials, however, so superseded the use of attainments that there is no instance of one to be found in the books or reports later than in the time of Elizabeth, and it was altogether abolished by 6 Geo. IV, c. 50, § 60.

General verdict. A verdict whereby the jury find either for the plaintiff or for the defendant in general terms; the ordinary form of a verdict. *Glenn v. Sumner*, 132 U.S. 152, 10 S.Ct. 41, 33 L.Ed. 301. A finding by the jury in the terms of the issue, or all the issues, referred to them. That by which they pronounce generally upon all or any of the issues, either in favor of the plaintiff or defendant;—distinguished from a special verdict, which is that by which the jury finds facts only.

General verdict with interrogatories. The court may submit to the jury, together with appropriate forms for a general verdict, written interrogatories upon one or more issues of fact the decision of which is necessary to a verdict. The court shall give such explanation or instruction as may be necessary to enable the jury both to make answers to the interrogatories and to render a general verdict, and the court shall direct the jury both to make written answers and to render a general verdict. When the general verdict and the answers are harmonious, the appropriate judgment upon the verdict and answers shall be entered. When the answers are consistent with each other but one or more is inconsistent with the general verdict, judgment may be entered in accordance with the answers, notwithstanding the general verdict, or the court may return the jury for further consideration of its answers and verdict or may order a new trial. When the answers are inconsistent with each other and one or more is likewise inconsistent with the general verdict, judgment shall not be entered, but the court shall return the jury for further consideration of its answers and verdict or shall order a new trial. Fed.R.Civil P. 49(b).

Instructed verdict. See *Directed verdict*, *supra*.

Joint verdict. See that title.

Open verdict. A verdict of a coroner's jury which finds that the subject "came to his death by means to the jury unknown," or "came to his death at the hands of a person or persons to the jury unknown," that is, one which leaves open either the question whether any crime was committed or the identity of the criminal.

Partial verdict. In criminal law, a verdict by which the jury acquits the defendant as to a part of the accusation and finds him guilty as to the residue.

Privy verdict. One given after the judge has left or adjourned the court, and the jury, being agreed, in order to be delivered from their confinement, obtain leave to give their verdict privily to the judge out of court. Such a verdict is of no force unless afterwards affirmed by a public verdict given openly in court. This practice is now superseded by that of rendering a sealed verdict.

Public verdict. A verdict openly delivered by the jury in court.

Quotient verdict. See that title.

Sealed verdict. See *Sealed*.

Several defendants. If there are two or more defendants, the jury at any time during its deliberations may return a verdict or verdicts with respect to a defendant or defendants as to whom it has agreed; if the jury cannot agree with respect to all, the defendant or defendants as to whom it does not agree may be tried again. Fed.R.Crim.P. 31(b).

Special verdict. The "special" verdict is a statement by the jury of the facts it has found—in essence, the jury's answers to questions submitted to it; the court determines which party, based on those answers, is to have judgment. With the advent of the apportionment rule among tortfeasors, closely followed by the adoption of a rule of comparative negligence to replace the traditional rule of contributory negligence, the need to have the jury reveal its specific findings of percentages of fault in personal injury and wrongful death cases has given rise to the increased use of the special verdict.

The court may require a jury to return only a special verdict in the form of a special written finding upon each issue of fact. In that event, the court may submit to the jury written questions susceptible of categorical or other brief answer or may submit written forms of the several special findings which might properly be made under the pleadings and evidence; or it may use such other method of submitting the issues and requiring the written findings thereon as it deems most appropriate. The court shall give to the jury such explanation and instructions concerning the matter thus submitted as may be necessary to enable the jury to make its findings upon each issue. Fed.R. Civil P. 49(a).

Stipulation on majority verdict. The parties may stipulate that a verdict of a stated majority of the jurors shall be taken as the verdict of the jury. Fed. R.Civil P. 48.

Verdict by lot. See *Chance verdict*, *supra*.

Verdict contrary to law. A verdict which law does not authorize jury to render on evidence because conclusion drawn is not justified thereby. One which is contrary to the principles of law as applied to the facts which the jury were called upon to try and contrary to the principles of law which should govern the cause. *Piepho v. Gesse*, 106 Ind.App. 450, 18 N.E.2d 468, 471. See *Non obstante veredicto*.

Verdict subject to opinion of court. A verdict returned by the jury, the entry of judgment upon which is subject to the determination of points of law reserved by the court upon the trial.

Verdict, estoppel by. Rule that where some controlling fact or question material to determination of both causes has been adjudicated in former suit by court of competent jurisdiction, and same fact or question is again an issue between the same parties, adjudication in first cause will, if properly presented, be conclusive of the same question in later suit, irrespective of whether cause of action is the same in both suits. *People v. Haran*, 27 Ill.2d 229, 188 N.E.2d 707, 709. "Estoppel by verdict" or "collateral estoppel" provides that prior judgment must be deemed conclusive as to all right of parties and their privies when same parties or their privies are involved with same issues actually or necessarily finally determined by court of competent jurisdiction in earlier, but different, cause of action. *Riley v. Unknown Owners of 304 North Oak Park Ave. Bldg., Oak Park*, 25 Ill.App.3d 895, 324 N.E.2d 78, 85. See also **Collateral estoppel doctrine**; **Judgment, estoppel by Res** (*Res judicata*).

Verdictum /vêhrâdiktâm/. L. Lat. In old English law, a verdict; a declaration of the truth of a matter in issue, submitted to a jury for trial.

Verdictum, quasi dictum veritatis; ut iudicium quasi juris dictum /vêhrâdiktâm, kwéysay diktâm vêhrâ-téydâs; ât juwdîsh(iy)âm kwéysay júras diktâm/. The verdict is, as it were, the *dictum* [saying] of truth; as the judgment is the *dictum* of law.

Verge, or virge /vârvj/. In old English law, the compass of the royal court, which bounds the jurisdiction of the lord steward of the household; it seems to have been twelve miles about. An uncertain quantity of land from fifteen to thirty acres. Also a stick, or rod, whereby one is admitted tenant to a copyhold estate.

Vergelt /vêrgêlt/. In Saxon law, a mulct or fine for a crime. See **Weregild**.

Verification. Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition. Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party. *Sheeley v. City of Santa Clara*, 215 Cal.App.2d 83, 30 Cal.Rptr. 121, 123. In accounting, the process of substantiating entries in books of account. See also **Authentication**; **Certification**; **Confirmation**; **Verify**.

Verified copy. Copy of document which is shown by independent evidence to be true. A copy, if successive witnesses trace the original into the hands of a witness who made or compared the copy. *Nu Car Carriers v. Traynor*, 75 U.S.App.D.C. 174, 125 F.2d 47, 48.

Verified names. Names verified by county clerk in accordance with his duty to check names of signers against official registration lists. *Allan v. Rasmussen*, 101 Utah 33, 117 P.2d 287, 289.

Verify. To confirm or substantiate by oath or affidavit. Particularly used of making formal oath to accounts, petitions, pleadings, and other papers. The word "verified," when used in a statute, ordinarily imports

a verity attested by the sanctity of an oath. It is frequently used interchangeably with "sworn."

To prove to be true; to confirm or establish the truth or truthfulness of; to check or test the accuracy or exactness of; to confirm or establish the authenticity of; to authenticate; to maintain; to affirm; to support; second; back as a friend. *MacNeill v. Maddox*, 194 Ga. 802, 22 S.E.2d 653, 654.

See also **Verification**.

Verily /vêhrâliy/. In very truth; beyond doubt or question; in fact; certainly; truly; confidently; really.

Veritas, a quocunq̄ue dicitur, a Deo est /vêhrâtâs, êy kwowkâq̄kwiy dîsâdâr, êy dîyow êst/. Truth, by whomsoever pronounced, is from God.

Veritas demonstrationis tollit errorem nominis /vêhrâtâs dêmonstrêyshiyôwnâs tôled êhrôrâm nômnâs/. The truth of the description removes an error in the name.

Veritas habenda est in iuratore; justitia et iudicium in iudice /vêhrâtâs hâbêndâ êst in júratôriy; jâstîsh(iy)â êt juwdîsh(iy)âm in júwdâsiy/. Truth is the desideratum in a juror; justice and judgment in a judge.

Veritas nihil veretur nisi abscondi /vêhrâtâs nây(h)âl vêryôdâr nâysay âbskônday/. Truth fears nothing but to be hid.

Veritas nimium altercando amittitur /vêhrâtâs nímiyâm ôltarkândow amidâdâr/. Truth is lost by excessive altercation.

Veritas nominis tollit errorem demonstrationis /vêhrâtâs nômnâs tôled êhrôrâm dêmonstrêyshiyôwnâs/. The truth of the name takes away the error of description.

Veritas, quæ minime defensatur opprimitur; et qui non improbat, approbat /vêhrâtâs, kwîy mínemiy dêfensâydâr âprîmâdâr; êt kwây nôn împrêbêd âprêbât/. Truth which is not sufficiently defended is overpowered; and he who does not disapprove, approves.

Veritatem qui non libere pronunciat proditor est veritatis /vêhrâtêydâm kwây nôn libêriy prânânshiyât prôwdâdâr êst vêhrâtéydâs/. He who does not freely speak the truth is a betrayer of truth.

Verity. Truth; truthfulness; conformity to fact. The records of a court "import uncontrollable verity."

Verna /vôrnâ/. Lat. In the civil law, a slave born in his master's house.

Versari /vêrsêray/. Lat. In the civil law, to be employed; to be conversant. *Versari male in tutela*, to misconduct one's self in a guardianship.

Versus /vârsâs/. Lat. Against. In the title of a cause, the name of the plaintiff is put first, followed by the word "versus," then the defendant's name. Thus, "Fletcher versus Peck," or "Fletcher against Peck." The word is commonly abbreviated "vs." or "v." *Vs.* and *versus* have become ingrafted upon the English language; their meaning is as well understood and their use quite as appropriate as the word *against* could be.

Vert /vɜrt/. In old English law, that power which a man had, by royal grant, to cut green wood in a forest. In heraldry, green color, called "venus" in the arms of princes, and "emerald" in those of peers, and expressed in engravings by lines in bend.

Vertical integration. Ownership or control of network of production and distribution of goods from raw materials to sale to ultimate consumer.

Vertical merger. Merger between two firms that have a buyer-seller relationship; that is, one produces a product that is then sold to the other. *U. S. v. First Nat. Bank of Jackson*, D.C.Miss., 301 F.Supp. 1161, 1190. Acquisition of one company which buys product sold by acquiring company or which sells product bought by acquiring company. *U. S. v. International Tel. & Tel. Corp.*, D.C.Conn., 306 F.Supp. 766, 774. See also **Merger**.

Vertical price-fixing contract. A contract between producers and wholesalers or distributors, between producers and retailers, or between wholesalers or distributors and retailers, and not between producers themselves, between wholesalers themselves, or between retailers themselves as to sale or retail prices. *Pazen v. Silver Rod Stores*, 130 N.J.Eq. 407, 22 A.2d 237, 239; *Seagram Distillers Corporation v. Old Dearborn Distributing Co.*, 363 Ill. 610, 2 N.E.2d 940, 942. See also **Price-fixing**.

Verus /vɪrəs/. Lat. True; truthful; genuine; actual; real; just.

Very. As an adjective means real, actual, or true, but as an adverb means in a high degree, exceedingly, extremely; to no small extent. *Benoist v. Driveaway Co. of Missouri*, Mo.App., 122 S.W.2d 86, 90.

Very high degree of care. That degree of care that would be used by a very cautious, prudent, and competent person under like or similar circumstances. *Wichita Valley Ry. Co. v. Williams*, Tex.Civ.App., 3 S.W.2d 141, 142.

Very lord and very tenant. They that are immediate lord and tenant one to another.

Vessel. A ship, brig, sloop, or other craft used, or capable of being used, in navigation on water.

In order to be a "vessel," for purposes of an action under Jones Act, the structure's purpose must to some reasonable degree be the transportation of passengers, cargo or equipment from place to place across navigable waters. *Buna v. Pacific Far East Line, Inc.*, D.C.Cal., 441 F.Supp. 1360, 1364. Though, the term "vessel," in admiralty law, is not limited to ships or vessels engaged in commerce. *St. Hilaire Moye v. Henderson*, C.A.Ark., 496 F.2d 973, 979. Many special purpose craft, such as dredges, floating derricks and barges equipped for special purposes or operations are "vessels" within meaning of Jones Act, and persons regularly employed aboard such a vessel in aid of its purposes are "seamen." *Hill v. Diamond*, C.A.Va., 311 F.2d 789, 791, 792. On the other hand, however, everything that floats is not necessarily a "vessel," in purview of Jones Act. *Bennett v. Perini Corp.*, C.A.Mass., 510 F.2d 114, 116. For example, a floating dry dock which was moored by chains and cables to shipyard dock at time of

injury to shipyard employee and which was in use as a dry dock was not a "vessel" and therefore no warranty of seaworthiness arose. *Keller v. Dravo Corp.*, C.A.La., 441 F.2d 1239, 1244.

Foreign vessel. A vessel owned by residents in, or sailing under the flag of, a foreign nation.

Public vessel. One owned and used by a nation or government for its public service, whether in its navy, its revenue service, or otherwise.

Vest. To give an immediate, fixed right of present or future enjoyment. *Baldwin v. Fleck*, Tex.Civ.App., 168 S.W.2d 904, 909. To accrue to; to be fixed; to take effect.

To clothe with possession; to deliver full possession of land or of an estate; to give seisin; to enfeoff. See also **Vested**.

Vesta /véstə/. The crop on the ground.

Vested. Fixed; accrued; settled; absolute. Having the character or given the rights of absolute ownership; not contingent; not subject to be defeated by a condition precedent. To be "vested," a right must be more than a mere expectation based on an anticipation of the continuance of an existing law; it must have become a title, legal or equitable, to the present or future enforcement of a demand, or a legal exemption from the demand of another. *Aetna Ins. Co. v. Richardelle*, Tex.Civ.App., 528 S.W.2d 280, 284. Said of pension plan benefits that are not contingent on the employee continuing to work for the employer. See also **Accrue**; **Vest**.

Vested devise. See **Devise**.

Vested estate. An interest clothed with a present, legal, and existing right of alienation. *Chaison v. Chaison*, Tex.Civ.App., 154 S.W.2d 961, 964. Any estate, whether in possession or not, which is not subject to any condition precedent and unperformed. The interest may be either a present and immediate interest, or it may be a future but uncontingent, and therefore transmissible, interest. Estate by which present interest is invariably fixed to remain to determinate person on determination of preceding freehold estate. An estate, when the person or the class which takes the remainder is in existence or is capable of being ascertained when the prior estate vests, *Commissioner of Internal Revenue v. Kellogg*, C.C.A.3, 119 F.2d 54, 57; or when there is an immediate right of present enjoyment or a present right of future enjoyment.

Vested gift. A gift that is absolute and not contingent or conditional. A gift is vested if it is immediate, notwithstanding that its enjoyment may be postponed. A future gift when the right to receive it is not subject to a condition precedent.

Vested in interest. A legal term applied to a present fixed right of future enjoyment; as reversions, vested remainders, such executory devises, future uses, conditional limitations, and other future interests as are not referred to, or made to depend on, a period or event that is uncertain.

Vested in possession. A legal term applied to a right of present enjoyment actually existing. See **Vest**.

Vested interest. A present right or title to a thing, which carries with it an existing right of alienation, even though the right to possession or enjoyment may be postponed to some uncertain time in the future, as distinguished from a future right, which may never materialize or ripen into title, and it matters not how long or for what length of time the future possession or right of enjoyment may be postponed, if the present right exists to alienate and pass title. *Fugazzi v. Fugazzi's Committee*, 275 Ky. 62, 120 S.W.2d 779, 781. A future interest not dependent on an uncertain period or event, or a fixed present right of future enjoyment. When a person has a right to immediate possession on determination of preceding or particular estate. One in which there is a present fixed right, either of present enjoyment or of future enjoyment. *Painter v. Herschberger*, 340 Mo. 347, 100 S.W.2d 532, 535. It is not the uncertainty of enjoyment in the future, but the uncertainty of the right of enjoyment, which makes the difference between a "vested" and a "contingent" interest. A future interest is vested when there is a person in being who would have a right, defeasible or indefeasible, to the immediate possession of the property, upon the ceasing of the intermediate or precedent interest.

Vested legacy. A legacy given in such terms that there is a fixed, indefeasible right to its payment. A legacy payable at a future time, certain to arrive, and not subject to conditions precedent, is vested, where there is a person in esse at the testator's death capable of taking when the time arrives, though his interest may be altogether defeated by his own death. A legacy is said to be vested when the words of the testator making the bequest convey a transmissible interest, whether present or future, to the legatee in the legacy. Thus a legacy to one to be paid when he attains the age of twenty-one years is a vested legacy, because it is given unconditionally and absolutely, and therefore vests an immediate interest in the legatee, of which the enjoyment only is deferred or postponed.

Vested pension. Said of a pension plan when an employee (or his or her estate) has rights to all the benefits purchased with the employer's contributions to the plan even if the employee is not employed by this employer at the time of retirement. Vesting of qualified pension plans is governed by the Employees Retirement Income Security Act (ERISA).

Vested remainder. See **Remainder**.

Vested rights. In constitutional law, rights which have so completely and definitely accrued to or settled in a person that they are not subject to be defeated or canceled by the act of any other private person, and which it is right and equitable that the government should recognize and protect, as being lawful in themselves, and settled according to the then current rules of law, and of which the individual could not be deprived arbitrarily without injustice, or of which he could not justly be deprived otherwise than by the established methods of procedure and for the public welfare. Such interests as cannot be interfered with by retrospective laws; interests which it is proper for state to recognize and protect and of which individual cannot be deprived arbitrarily without injustice.

American States Water Service Co. of California v. Johnson, 31 Cal.App.2d 606, 88 P.2d 770, 774. Immediate or fixed right to present or future enjoyment and one that does not depend on an event that is uncertain. A right complete and consummated, and of such character that it cannot be divested without the consent of the person to whom it belongs, and fixed or established, and no longer open to controversy. *State ex rel. Milligan v. Ritter's Estate*, Ind.App., 46 N.E.2d 736, 743.

Vestigial words /vestjəl wórdz/. Those contained in a statute which by reason of a succession of statutes on the same subject-matter, amending or modifying previous provisions of the same, are rendered useless or meaningless by such amendments. They should not be permitted to defeat the fair meaning of the statute. *Saltonstall v. Birtwell*, 164 U.S. 54, 70, 17 S.Ct. 19, 41 L.Ed. 348.

Vestigium /vestj(iy)əm/. Lat. In the law of evidence, a vestige, mark, or sign; a trace, track, or impression left by a physical object.

Vesting order. In English law, an order which may be granted by the chancery division of the high court of justice (and formerly by chancery), passing the legal estate in lieu of a conveyance. Commissioners also, under modern statutes, have similar powers.

Vestry. In ecclesiastical law, the place in a church where the priest's vestures are deposited. Also an assembly of the minister, church-wardens, and parishioners, usually held in the vestry of the church, or in a building called a "vestry-hall," to act upon business of the church.

Vestry-cess /véstriy-kès/. A rate levied in Ireland for parochial purposes, abolished by St. 27 Vict., c. 17.

Vestry-clerk /véstriyklärk/°klark/. An officer appointed to attend vestries, and take an account of their proceedings, etc.

Vestry-men /véstriymən/. A select number of parishioners elected in large and populous parishes to take care of the concerns of the parish; so called because they used ordinarily to meet in the vestry of the church.

Vestura /vest(y)úra/. A crop of grass or corn. Also a garment; metaphorically applied to a possession or seisin.

Vestura terræ /vest(y)úra téhriy/. In old English law, the vesture of the land; that is, the corn, grass, underwood, sweepage, and the like.

Vesture /véschər/. In old English law, profit of land. "How much the vesture of an acre is worth."

Vesture of land /véschər əv lænd/. A phrase including all things, trees excepted, which grow upon the surface of the land, and clothe it externally.

Veteran. In general, any honorably discharged soldier, sailor, marine, nurse, or army field clerk, who has served in military service of the United States.

Veterans Administration. A thorough system of benefits for veterans and dependents is administered by the Veterans Administration (VA). These benefits

include compensation payments for disabilities or death related to military service; pension based on financial need for totally disabled veterans or certain survivors for disabilities or death not related to military service; education and rehabilitation; home loan guaranty; burial, including cemeteries, markers, flags, etc.; and a comprehensive medical program involving a widespread system of nursing homes, clinics, and hospitals.

Vetera statuta /víydərə stat(y)úwdə/. Lat. Ancient statutes. The English statutes from *Magna Charta* to the end of the reign of Edward II are so called; those from the beginning of the reign of Edward III being contradistinguished by the appellation of "*Nova Statuta*."

Veterinarian. One who practices the art of treating diseases and injuries of domestic animals, surgically or medically.

Vetitum namium /víydədəm néym(i)yəm/. L. Lat. Where the bailiff of a lord distrains beasts or goods of another, and the lord forbids the bailiff to deliver them when the sheriff comes to make replevin, the owner of the cattle may demand satisfaction in *placitum de vetito namio*.

Veto (Lat. I forbid.) The refusal of assent by the executive officer whose assent is necessary to perfect a law which has been passed by the legislative body, and the message which is usually sent to such body by the executive, stating such refusal and the reasons therefor. A refusal by the president or a governor to sign into law a bill that has been passed by a legislature. In the case of a presidential veto, the bill can still become a law if two-thirds of each House of Congress votes to override the veto. Art. I, § 7, U.S.Const.

It is either absolute or qualified, according as the effect of its exercise is either to destroy the bill finally, or to prevent its becoming law unless again passed by a stated proportion of votes or with other formalities. Or the veto may be merely suspensive.

Item veto. The power which governors possess in most States to veto items in appropriation bills without affecting any other provisions of such bills.

Pocket veto. Non-approval of a legislative act by the president or state governor, with the result that it fails to become a law. Such is not the result of a written disapproval (a veto in the ordinary form), but rather by remaining silent until the adjournment of the legislative body, when that adjournment takes place before the expiration of the period allowed by the constitution for the examination of the bill by the executive. Art. I, § 7, U.S.Const.

Veto power. Executive's power conditionally to prevent acts passed by Legislature which have not yet become law. *Fitzsimmons v. Leon*, C.C.A. Puerto Rico, 141 F.2d 886, 888. See **Veto**.

Vetus jus /víydas jəs/. Lat. A term used in the civil law, sometimes to designate the law of the Twelve Tables, and sometimes merely a law which was in force previous to the passage of a subsequent law.

Vex. To harass, disquiet, annoy; as by repeated litigation upon the same facts.

Vexari /vekséray/. Lat. To be harassed, vexed, or annoyed; to be prosecuted; as in the maxim, *Nemo debet bis vexari pro una et eadem causa* /níymow débət bís vekséray prów yúwnə əd iyéydəm kóza/, no one should be twice prosecuted for one and the same cause.

Vexata questio /vekséyda kwésch(iy)ow/. Lat. A vexed question; a question often agitated or discussed, but not determined or settled; a question or point which has been differently determined, and so left doubtful.

Vexation. The injury or damage which is suffered in consequence of the tricks of another.

Vexatious /vekséyshəs/. Without reasonable or probable cause or excuse. *Gardner v. Queen Ins. Co. of America*, 232 Mo.App. 1101, 115 S.W.2d 4, 7.

Vexatious Actions Act. An act of parliament of 1896, authorizing the High Court to make an order, on the application of the attorney-general, that a person shown to be habitually and vexatiously litigious, without reasonable ground, shall not institute legal proceedings in that or any other court, without leave of the High Court judge thereof, upon satisfactory proof that such legal proceedings are not an abuse of the process of the court and that there is a *prima facie* ground therefor. The order when made is published in the Gazette.

Vexatious delay or refusal to pay. Under statute permitting recovery of damages for "vexatious delay" of an insurer in payment of a policy, no penalty can be inflicted unless it appears to a reasonable and prudent man before the trial that refusal was willful and without reasonable cause, and penalty will not be inflicted because of adverse outcome of trial. *New York Life Ins. Co. v. Calhoun*, C.C.A.Mo., 114 F.2d 526, 537. An insurer is allowed an honest difference of opinion regarding its liability under a policy and so long as it acts in good faith, may contest either an issue of fact or an issue of law. *Camp v. John Hancock Mut. Life Ins. Co. of Boston, Mass.*, Mo. App., 165 S.W.2d 277, 283.

Vexatious proceeding. Proceeding instituted maliciously and without probable cause. *Paramount Pictures v. Blumenthal*, 256 App.Div. 756, 11 N.Y.S.2d 768, 772. Type of malicious prosecution differing principally because based on civil action. When the party bringing proceeding is not acting *bona fide*, and merely wishes to annoy or embarrass his opponent, or when it is not calculated to lead to any practical result. Such a proceeding is often described as "frivolous and vexatious," and the court may dismiss it on that ground. See **Malicious prosecution**.

Vexatious refusal to pay. See **Vexatious delay**.

Vexed question. A question or point of law often discussed or agitated, but not determined or settled.

V.G. An abbreviation for "*verbi gratia*," for the sake of example.

Via /váya/. Lat. Way, road.

In the civil law, way; a road; a right of way. The right of walking, riding, and driving over another's land. A species of rural servitude, which included *iter* (a footpath) and *actus* (a driftway).

In old English law, a way; a public road; a foot, horse, and cart way.

Via antiqua via est tuta /váyə æntáykwə váyə èst t(y)úwda/. The old way is the safe way.

Viability. Capability of living. A term used to denote the power a new-born child possesses of continuing its independent existence. That stage of fetal development when the life of the unborn child may be continued indefinitely outside the womb by natural or artificial life-supportive systems. The constitutionality of this statutory definition (V.A.M.S. (Mo.), § 188.-015) was upheld in *Planned Parenthood of Central Mo. v. Danforth*, 428 U.S. 52, 96 S.Ct. 2831, 49 L.Ed.2d 788.

Viable. Livable; having the appearance of being able to live; capable of life. This term is applied to a newly-born infant, and especially to one prematurely born, which is not only born alive, but in such a state of organic development as to make possible the continuance of its life. See **Viability**; **Viable child**.

Viable child. Viable unborn child, within protection of constitutional provision affording every man remedy for injury done to him in his person, is child which has developed in its mother's womb to point that it is capable of independent existence outside its mother's womb. *Libbee v. Permanente Clinic*, 268 Or. 258, 518 P.2d 636, 637. Viable means having attained such form and development of organs as to be normally capable of living outside the uterus. *Wolfe v. Isbell*, 291 Ala. 327, 280 So.2d 758, 759. For a child to be "viable" means that it is so far developed and formed that if then born it could exist outside its mother's womb even if only in an incubator. *Sylvia v. Gobeille*, 101 R.I. 76, 220 A.2d 222, 223. See also **Viability**.

Via servitus /váyiy sárvədəs/. Lat. A right of way over another's land.

Viagère rente /viyazhér rónt/. In French law, a rent-charge or annuity payable for the life of the annuitant.

Viander /váyəndər/. In old English law, a returning officer.

Via ordinaria; via executiva /váyə órđanér(i)yə; váyə əgzəkýstáyvə/. In the law of Louisiana, the former phrase means in the ordinary way or by ordinary process, the latter means by executory process or in an executory proceeding. A proceeding in a civil action is "ordinary" when a citation takes place and all the delays and forms of law are observed; "executory" when seizure is obtained against the property of the debtor, without previous citation, in virtue of an act or title importing confession of judgment, or in other cases provided by law.

Via publica /váyə pəbləka/. In the civil law, a public way or road, the land itself belonging to the public.

Via regia /váyə ríyj(i)yə/. In English law, the king's highway for all men. The highway or common road, called "the king's" highway, because authorized by him and under his protection.

Viator /viyéydər/. Lat. In Roman law, a summoner or apparitor; an officer who attended on the tribunes and aediles.

Via trita est tutissima /váyə tráydə èst t(y)uwtísəmə/. The trodden path is the safest.

Vi aut clam /váy òt klám/. Lat. In the civil law, by force or covertly.

Vi bonorum raptorum /váy bownórəm rəptóram/. Lat. In the civil law, of goods taken away by force. The name of an action given by the praetor as a remedy for the violent taking of another's property.

Vicar. One who performs the functions of another; a substitute. Also the incumbent of an appropriated or impropriated ecclesiastical benefice, as distinguished from the incumbent of a non-appropriated benefice, who is called a "rector."

Vicarage. In English ecclesiastical law, the living or benefice of a vicar, as a parsonage is of a parson. 1 Bl.Comm. 387, 388.

Vicar general. An ecclesiastical officer who assists the archbishop in the discharge of his office.

Vicarial tithes /vəkér(i)yəl táyðz/. Petty or small tithes payable to the vicar.

Vicario, etc. /vəkér(i)yow/. An ancient writ for a spiritual person imprisoned, upon forfeiture of a recognizance, etc.

Vicarious liability. Indirect legal responsibility; for example, the liability of an employer for the acts of an employee, or, a principal for torts and contracts of an agent.

Vicarius apostolicus /vəkér(i)yəs əpəstóləkəs/. An officer through whom the Pope exercises authority in parts remote, and who is sometimes sent with episcopal functions into provinces where there is no bishop resident or there has been a long vacancy in the see, or into infidel or heretical countries.

Vicarius non habet vicarium /vəkér(i)yəs nòn héybət vəkér(i)yəm/. A deputy has not [cannot have] a deputy. A delegated power cannot be again delegated.

Vice, n. A fault, defect, or imperfection. Immoral conduct, practice or habit; e.g. prostitution.

As applied to an animal, a bad habit or failing.

In the civil law, redhibitory vices are such faults or imperfections in the subject-matter of a sale as will give the purchaser the right to return the article and demand back the price.

Vice, adj. Lat. In the place or stead; substitution for. *Vice mea*, in my place.

Vice-admiral. An officer in the navy ranking below an admiral.

Vice-admiral of the coast. In England, a county officer formerly appointed by the admiral "to be answerable to the high admiral for all the coasts of the sea, when need and occasion shall be." He also had power to arrest ships, when found within a certain district, for the use of the king. His office was judicial as well as ministerial.

Vice-admiralty courts. In English law, courts formerly established in the king's possessions beyond the seas, with jurisdiction over maritime causes, including those relating to prize.

Vice-chamberlain. In England, formerly a great officer under the lord chamberlain, who, in the absence of the lord chamberlain, had the control and command of the officers appertaining to that part of the royal household which was called the "chamber."

Vice-chancellor. See **Chancellor.**

Vice-comes. In England, a title formerly bestowed on the sheriff of a county, when he was regarded as the deputy of the count or earl.

Vice-comitissa. In old English law, a viscountess.

Vice-commercial agent. In the consular service of the United States, this was formerly the title of a consular officer who was substituted temporarily to fill the place of a commercial agent when the latter was absent or relieved from duty. See **Commercial agent.**

Vice-constable of England. An ancient officer in the time of Edward IV.

Vice-consul. In the consular service of the United States a consular officer who is substituted temporarily to fill the place of a consul who is absent or relieved from duty. Consular officer who is subordinate to a consul or consul general. See 22 U.S.C.A. § 938. In international law generally the term designates a commercial agent who acts in the place or stead of a consul or who has charge of a portion of his territory. In old English law, it meant the deputy or substitute of an earl (*comes*), who was anciently called "consul," answering to the more modern "vice-comes."

Vice-dominus episcopi. The vicar general or commissary of a bishop.

Vice-gerent. A deputy or lieutenant.

Vice-judex. In old Lombardic law, a deputy judge.

Vice-marshal. An officer who was appointed to assist the earl marshal.

Vice-President of the United States. The title of the second officer, in point of rank, in the executive branch of the government of the United States. In addition to his role as President of the Senate, the Vice President is empowered to succeed to the Presidency, pursuant to Article II and the 20th and 25th Amendments to the Constitution. The executive functions of the Vice President include participation in all Cabinet meetings, and, by statute, membership in the National Security Council, the Domestic Council, and the Board of Regents of the Smithsonian Institution. By designation of the President, the Vice President is Vice Chairman of the National Security Council and the Domestic Council, and Chairman of the Commission on CIA Activities Within the United States.

Vice-principal. See **Principal.**

Vice-versa. Conversely; in inverted order; in reverse manner.

Vice crimes. Generic term applied to crimes of immorality such as prostitution, lewd and lascivious behavior and obscenity.

Viceroy /váysrøy/. A person clothed with authority to act in place of the king; hence, the usual title of the governor of a dependency.

Vicinage /visənej/. Neighborhood; near dwelling; vicinity. In modern usage, it means the county where a trial is had, a crime committed, etc. Also a jury of the county wherein trial is had. People v. Richardson, 138 Cal.App. 404, 32 P.2d 433, 435.

Vicinetum /visniydəm/. The neighborhood; vicinage; the venue.

Vicinity. Quality or state of being near, or not remote; nearness; propinquity; proximity; a region about, near or adjacent; adjoining space or country. Casper v. City and County of San Francisco, 6 Cal.2d 376, 57 P.2d 920, 922. Neighborhood; etymologically, by common understanding, it admits of a wider latitude than proximity or contiguity, and may embrace a more extended space than that lying contiguous to the place in question; and, as applied to towns and other territorial divisions, may embrace those not adjacent.

Vicini viciniora præsumentur scire /vəsáynay vəsiniyóra priyz(y)əmántər sáyriy/. Persons living in the neighborhood are presumed to know the neighborhood.

Vicious propensity. A propensity or tendency of animal to do any act which might endanger the safety of persons and property of others in a given situation. Hartman v. Aschaffenburg, La.App., 12 So.2d 282, 286.

Vicis et venellis mundandis /váysəs èt vənèləs mən-dændəs/. An ancient writ against the mayor or bailliff of a town, etc., for the clean keeping of their streets and lanes.

Vicountiel, or vicontiel /vaykównshəl/°kón°/. Anything that belongs to the sheriffs, as vicontiel writs; i.e., such as are triable in the sheriff's court. As to vicontiel rents, see St. 3 & 4 Wm. IV, c. 99, §§ 12, 13, which places them under the management of the commissioners of the woods and forests.

Vicountiel jurisdiction /vaykównshəl jürəsdikshən/. That jurisdiction which belongs to the officers of a county; as sheriffs, coroners, etc.

Victim. The person who is the object of a crime or tort, as the victim of a robbery is the person robbed.

Victimless crimes. Term applied to a crime which generally involves only the criminal as in the crime of illegal possession of drugs.

Victualler /vít(a)lər/. In English law, a person authorized by law to keep a house of entertainment for the public; a publican. One who serves food or drink prepared for consumption on the premises.

Victus /viktəs/. Lat. In the civil law, sustenance; support; the means of living.

Victus, victori in expensis condemnandus est /viktəs, viktóray in əkspén(t)səs kəndemnændəs èst/. The vanquished is to be condemned in costs to the conqueror, or he who loses the suit pays costs to his adversary. State ex rel. Macri v. City of Bremerton, 8 Wash.2d 93, 111 P.2d 612, 620.

Vidame /víydæm/. In French feudal law, originally, an officer who represented the bishop, as the viscount did the count. In process of time, these dignitaries erected their offices into fiefs, and became feudal nobles, such as the *vidame* of Chartres, Rheims, etc., continuing to take their titles from the seat of the bishop whom they represented, although the lands held by virtue of their fiefs might be situated elsewhere.

Vide /váydiy/. Lat. A word of reference. *Vide ante*, or *vide supra*, refers to a previous passage, *vide post*, or *vide infra*, to a subsequent passage, in a book.

Videbis ea sæpe committit quæ sæpe vindicantur /váydybas íyá síyipy kámíday kwíy síyipy vinda-kántər/. You will see those things frequently committed which are frequently punished.

Videlicet /vədəléasət/°díy°/. Lat. The words "to-wit," or "that is to say," so frequently used in pleading, are technically called the "*videlicet*" or "*scilicet*;" and when any fact alleged in pleading is preceded by, or accompanied with these words, such fact is, in the language of the law, said to be "laid under a *videlicet*." The use of the *videlicet* is to point out, particularize, or render more specific that which has been previously stated in general language only; also to explain that which is doubtful or obscure. Its common office is to state time, place, or manner which are of the essence of the matter in issue.

Videtur qui surdus et mutus ne poet faire alienation /váydydar kwáy sírdəs èt myúwdəs nə pyúw fér èyl(i)yánéyshan/. It seems that a deaf and dumb man cannot alienate.

Vidimus /vídáməs/. An *inspeximus* (q.v.).

Vidua regis /vídíyuvə ríyjas/. Lat. In old English law, a king's widow. The widow of a tenant *in capite*. So called, because she was not allowed to marry a second time without the king's permission; obtaining her dower also from the assignment of the king, and having the king for her patron and defender.

Viduitatis professio /váydyúwətéydas práfesh(iy)ow/. Lat. The making a solemn profession to live a sole and chaste woman.

Viduity /vídíyúwədiy/. Widowhood.

Vie. Fr. Life; occurring in the phrases *cestui que vie*, *pur autre vie*, etc.

Vi et armis /váy èd árməs/. Lat. With force and arms. See **Trespass**.

View. The common law right of prospect; the outlook or prospect from the windows of one's house. A species of urban servitude which prohibits the obstruction of such prospect.

The act or proceeding by which tribunal goes to an object which cannot be produced in court because it is immovable or inconvenient to remove, and there observes it. *Conner v. Parker*, Tex.Civ.App., 181 S.W.2d 873, 874. An inspection by the jury of property in controversy, of an accident scene, of a place where a crime has been committed, etc. An inspection by the fact finding tribunal which is a species of real evidence.

The appropriate procedures to be followed in connection with views are widely regulated by state statute. At common law, and generally in civil cases today, the presence of the trial judge at a view is not required, the more common practice being for the jury to be conducted to the scene by "showers," expressly commissioned for the purpose. Attendance at the view by the parties and their counsel is generally permitted though subject to the discretion of the trial judge. In criminal cases, the rights of the defendant to have the judge present at the view, and to be present himself, are frequently provided for by statute.

See also **Inspection**; **Plain view doctrine**; **Viewers**.

View and delivery. In old English law, when a right of common was exercisable not over the whole waste, but only in convenient places indicated from time to time by the lord of the manor or his bailiff, it was said to be exercisable after "view and delivery."

View, demand of. At common law, in real actions, the defendant was entitled to demand a view, that is, a sight of the thing, in order to ascertain its identity and other circumstances. As, if a real action were brought against a tenant, and such tenant did not exactly know what land it was that the demandant asked, then he might pray the view, which was that he might see the land which the demandant claimed.

Viewers. Persons appointed by a court to make an investigation of certain matters, or to examine a particular locality (as, the proposed site of a new road), and to report to the court the result of their inspection, with their opinion on the same.

View of an inquest. A view or inspection taken by a jury, summoned upon an inquisition or inquest, of the place or property to which the inquisition or inquiry refers.

View of frank-pledge. In old English law, an examination to see if every freeman above twelve years of age within the district had taken the oath of allegiance, and found nine freeman pledges for his peaceable demeanor.

Vif-gage /vífgèyj/. L. Fr. In old English law, a *vivum vadium* or living pledge, as distinguished from a *mortgage* or dead pledge. Properly, an estate given as security for a debt, the debt to be satisfied out of the rents, issues, and profits.

Vigil. In ecclesiastical law, the eve or next day before any solemn feast.

Vigilance. Watchfulness; precaution; a proper degree of activity and promptness in pursuing one's rights or guarding them from infraction, or in making or discovering opportunities for the enforcement of one's lawful claims and demands. It is the opposite of *laches*. *Wynne v. Conrad*, 220 N.C. 355, 17 S.E.2d 514, 518.

Vigilant. Watchful, awake, and on the alert; attentive to discover and avoid danger, or to provide for safety; circumspect; cautious; wary. *City Ice & Fuel Co. v. Center*, 54 Ohio App. 116, 6 N.E.2d 580, 583, 7 O.O. 434.

Vigilantibus et non dormientibus jura subveniunt /vɨjələntəbəs ɛt nɔn dɔrmiyəntəbəs jūrə sɔbviɲ(i)yənt/. The laws aid those who are vigilant, not those who sleep upon their rights.

Vigor /vɨgər/. Lat. Strength; virtue; force; efficiency. *Proprio vigore* /prɔwprɨjɔw vɛgɔriy/, by its own force.

Vilis et modis /vɨjəs ɛt mɔwdəs/. Lat. In the ecclesiastical courts, service of a decree or citation *vilis et modis*, i.e., by all "ways and means" likely to affect the party with knowledge of its contents, is equivalent to substituted service in the temporal courts, and is opposed to personal service.

Vill. In old English law, this word was used to signify the parts into which a hundred or wapentake was divided. It also signifies a town or city.

Villa est ex pluribus mansionibus vicinata, et collata ex pluribus vicinis, et sub appellatone villarum continentur burgi et civitates /vɨlə ɛst ɛks pl(y)úrəbəs mæns(h)iyównəbəs vɨsənydə, ɛt kaléyda ɛks pl(y)úrəbəs vəsáynəs, ɛt sɔb əpəlɛyshiyównɨj vələrəm kɔntənɛntər búrjaj ɛt sɨvətéydiy/. Vill is a neighborhood of many mansions, a collection of many neighbors, and under the term of "vills" boroughs and cities are contained.

Village. Traditionally, word "village" has connoted an area possessed of some attributes of a community, and is not a technical word, or one having a peculiar meaning, but is a common word in general usage and is merely an assemblage or community of people, a nucleus or cluster for residential and business purposes, a collective body of inhabitants, gathered together in one group. Union Sav. Bank of Patchogue v. Saxon, 118 U.S.App.D.C. 296, 335 F.2d 718, 721. Term refers to any small assemblage of houses for dwellings or business, or both, whether they are situated on regularly laid out streets and alleys, or not. State on Information of Eagleton v. Champ, Mo., 393 S.W.2d 516, 524.

In some states, this is the legal description of a class of municipal corporations of smaller population than "cities" and having a simpler form of government, and corresponding to "towns" and "boroughs," as these terms are employed elsewhere.

Villain. An opprobrious epithet, implying great moral delinquency, and equivalent to knave, rascal, or scoundrel. The word is libelous.

Villanis regis subtractis reducendis /vələynəs rɨjəs sɔbtrəktəs rɨy(y)uwséndəs/. In old English law, a writ that lay for the bringing back of the king's bondmen, that had been carried away by others out of his manors whereto they belonged.

Villanum servitium /vələynəm sɔrvɨsh(iy)əm/. In old English law, villein service.

Villa regia /vɨlə rɨj(j)ɨə/. Lat. In Saxon law, a royal residence.

Villein /vɨlən/. In feudal law, a person attached to a manor, who was substantially in the condition of a slave, who performed the base and servile work upon the manor for the lord, and was, in most respects, a subject of property belonging to him.

Villein in gross /vɨlən ɪn gróws/. In feudal law, a villein who was annexed to the person of the lord, and transferable by deed from one owner to another. 2 Bl.Comm. 93.

Villein regardant /vɨlən rɛgárdənt/. In feudal law, a villein annexed to the manor of land; a serf.

Villein services /vɨlən sɔrvəsəz/. In feudal law, base services, such as villeins performed. They were not, however, exclusively confined to villeins, since they might be performed by freemen, without impairing their free condition.

Villein socage /vɨlən sɔkəj/. In feudal and old English law, a species of tenure in which the services to be rendered were certain and determinate, but were of a base or servile nature; i.e., not suitable to a man of free and honorable rank. This was also called "privy leged villeinage," to distinguish it from "pure villeinage," in which the services were not certain, but the tenant was obliged to do whatever he was commanded. 2 Bl.Comm. 61.

Villenage /vɨlənj/. In feudal law, a servile kind of tenure belonging to lands or tenements, whereby the tenant was bound to do all such services as the lord commanded, or were fit for a villein to do. See **Villein**.

Pure villenage. A base tenure, where a man holds upon terms of doing whatsoever is commanded of him, nor knows in the evening what is to be done in the morning, and is always bound to an uncertain service.

Villenous judgment /vɨlənəs jɔjmənt/. A judgment which deprived one of his *libera lex*, whereby he was discredited and disabled as a juror or witness; forfeited his goods and chattels and lands for life; wasted the lands, razed the houses, rooted up the trees, and committed his body to prison. It has become obsolete. 4 Bl.Comm. 136.

Vim vi repellere licet, modo fiat moderamine inculpatæ tutelæ, non ad sumendam vindictam, sed ad propulsandam injuriam /vɨm vɨ rəpəlɛriy láysət, mɔwdɔw fáyət mɔdərəyməniy ɪnkəlpéydiy t(y)uwtɨlyy, nɔn əd s(y)uwméndəm vɨndɨktəm, sɛd əd prɔwpəlsəndəm ɪnjúriyəm/. It is lawful to repel force by force, provided it be done with the moderation of blameless defense, not for the purpose of taking revenge, but to ward off injury.

Vinagium /vɨnéj(j)yəm/. A payment of a certain quantity of wine instead of rent for a vineyard.

Vinculacion /vɨnkulasyówn/. In Spanish law, an entail.

Vinculo /vɨnkulɔw/. In Spanish law, the bond, chain, or tie of marriage.

Vinculo matrimonii /vɨŋk(y)əlɔw mətrəmównɨy/. See **A vinculo matrimonii**; **Divorce**.

Vinculum juris /vɨŋk(y)ələm júrəs/. In the Roman law, an obligation is defined as a *vinculum juris*, i.e., "a bond of law," whereby one party becomes or is bound to another to do something according to law.

Vindex /vɨndɛks/. Lat. In the civil law, a defender.

Vindicare /vɪndəkəriy/. Lat. In the civil law, to claim, or challenge; to demand one's own; to assert a right in or to a thing; to assert or claim a property in a thing; to claim a thing as one's own.

Vindicate. To clear of suspicion, blame, or doubt.

Vindicatio /vɪndəkəyʃh(iy)ow/. Lat. In the civil law, the claiming a thing as one's own; the asserting of a right or title in or to a thing.

Vindicatory parts of laws /vɪndəkatoriɪ párts əv lóz/. The sanction of the laws, whereby it is signified what evil or penalty shall be incurred by such as commit any public wrongs, and transgress or neglect their duty.

Vindicta /vɪndíktə/. In Roman law, a rod or wand; and, from the use of that instrument in their course, various legal acts came to be distinguished by the term; e.g., one of the three ancient modes of manumission was by the *vindicta*; also the rod or wand intervened in the progress of the old action of *vindicatio*, whence the name of that action.

Vindictive damages /vɪndíktəv dāməjz/. See **Damages**.

Vintner /vɪntnər/. One who sells wine. A covenant prohibiting the trade of a vintner includes a person selling wines not to be drunk on the premises.

Viol. Fr. In French law, rape; barring.

Violation. Injury; infringement; breach of right, duty or law; ravishment; seduction.

Violence. Unjust or unwarranted exercise of force, usually with the accompaniment of vehemence, outrage or fury. *People v. McIlvain*, 55 Cal.App.2d 322, 130 P.2d 131, 134. Physical force unlawfully exercised; abuse of force; that force which is employed against common right, against the laws, and against public liberty. *Anderson-Berney Bldg. Co. v. Lowry*, Tex.Civ.App., 143 S.W.2d 401, 403. The exertion of any physical force so as to injure, damage or abuse.

Violence in labor disputes is not limited to physical contact or injury, but may include picketing conducted with misleading signs, false statements, publicity, and veiled threats by words and acts. *Esco Operating Corporation v. Kaplan*, 144 Misc. 646, 258 N.Y.S. 303.

Violent. Moving, acting, or characterized, by physical force, especially by extreme and sudden or by unjust or improper force. Furious, vehement; as a violent storm or wind. A violent attack marked by, or due to, strong mental excitement. Vehement, passionate; as, violent speech. Violent reproaches produced or effected by force, not spontaneous or natural; as, a violent death. Displaying or proceeding from extreme or intense force; caused by unexpected unnatural causes.

Violenta præsumptio allquando est plena probatio /vayləlnsh(iy)ə prazám(p)sh(iy)ow ələkwóndow èst plíynə prówbéyʃh(iy)ow/. Violent presumption is sometimes full proof.

Violent death. Death caused by violent external means, as distinguished from natural death as caused by disease or the wasting of the vital forces. Death is

"violent" within accident policy if it results from external agency and is not in ordinary course of nature.

Violently. By the use of force; forcibly; with violence. The term is used in indictments for certain offenses.

Violent offenses. Crimes characterized by extreme physical force such as murder, forcible rape, and assault and battery by means of a dangerous weapon.

Violent presumption. In the law of evidence, proof of a fact by the proof of circumstances which necessarily attend it. Violent presumption is many times equal to full proof. 3 Bl.Comm. 371. Something more than a mere "presumption". *Hughes v. State*, 212 Ind. 577, 10 N.E.2d 629, 633.

Viperina est expositio quæ corrodit viscera textus /váyperáyne èst èkspəzish(iy)ow kwíy kərówdət vísərə tékstəs/. It is a poisonous exposition which destroys the vitals of the text.

Vir /vír/. Lat. A man, especially as marking the sex. In the Latin phrases and maxims of the old English law, this word generally means "husband," the expression *vir et uxor* corresponding to the law French *baron et feme*.

Vires /váyriyz/. Lat. (The plural of "vís.") Powers; forces; capabilities; natural powers; powers granted or limited. See **Ultra** (*Ultra vires*).

Vires acquirit eundo /váyriyz əkwáyrd iyándow/. It gains strength by continuance.

Vir et uxor censentur in lege una persona /vír èd əksor sən(t)séntər in líyjiy yúwnə pərsównə/. Husband and wife are considered one person in law.

Vir et uxor sunt quasi unica persona, quia caro et sanguis unus; res licet sit propria uxoris, vir tamen ejus custos, cum sit caput mulieris /vír èd əksor sənt kwéyʒay yúwnəka pərsównə, kwáyə kérow èt sáŋgwas yúwnəs; ríyʒ láysət sit prówpriy əksóras, vír téymən íyʒəs kástəs, kəm sít kəpət myuwl(i)yíras/. Man and wife are, as it were, one person, because only one flesh and blood; although the property may be the wife's, the husband is keeper of it, since he is the head of the wife.

Virga /vérɡə/. In old English law, a rod or staff; a rod or ensign of office.

Virgata /vərgéydə/. A quarter of an acre of land. It might also be used to express a quarter of a hide of land.

Virgata regia /vərgéydə ríyʒ(iy)ə/. In old English law, the verge; the bounds of the king's household, within which the court of the steward had jurisdiction.

Virgate /vərgət/. A yard-land.

Virga terræ (or **virgata terræ**) /vərgə téhriy/vərgéydə téhriy/. In old English law, a yard-land; a measure of land of variable quantity, containing in some places twenty, in others twenty-four, in others thirty, and in others forty, acres.

Virge, tenant by /ténənt báy vírʒ/. A species of copyholder, who holds by the virge or rod.

- Virgo intacta** /vǝrgow intǝktǝ/. Lat. A pure virgin.
- Viridario eligendo** /virǝdǝr(i)yow ǝlǝjǝndow/. A writ for choice of a verderer in the forest.
- Virilia** /vǝrɪl(i)yǝ/. The privy members of a man, to cut off which was felony by the common law, though the party consented to it.
- Vir militans deo non implicetur secularibus negotiis** /vǝr mɪlǝtǝn(d)z dǝyow nǝn ɪmpɫǝsɪdǝr sǝkylǝrǝbǝs nǝgǝwshɪyǝs/. A man fighting for God must not be involved in secular business.
- Virtual representation, doctrine of.** Under this doctrine, where parties interested are numerous and the suit is for an object common to all of them, some of the body may maintain an action on behalf of themselves and of the others. *Padway v. Pacific Mut. Life Ins. Co. of California*, D.C.Wis., 42 F.Supp. 569, 576; *Waybright v. Columbian Mut. Life Ins. Co.*, D.C.Tenn., 30 F.Supp. 885, 888; *Lightle v. Kirby*, 194 Ark. 535, 108 S.W.2d 896, 897. Under current rules practice, such type action would proceed as a class action. See **Class or representative action**.
- Virtue of office.** An act by virtue of office is one in which the act is within the authority of the officer but in doing it he exercises that authority improperly or abuses the confidence which the law imposes in him. *Maryland Cas. Co. v. McCormack*, Ky., 488 S.W.2d 347, 349.
- Virtute cujus** /vǝrt(y)ǝwdɪy k(y)ǝwɪjǝs/. Lat. By virtue whereof. This was the clause in a pleading justifying an entry upon land, by which the party alleged that it was in virtue of an order from one entitled that he entered.
- Virtute officii** /vǝrt(y)ǝwdɪy ǝfɪshɪyay/. Lat. By virtue of his office. By the authority vested in him as the incumbent of the particular office. An officer acts "virtute officii" when he acts by the authority vested in him as the incumbent of the particular office. *Aldridge v. Wooten*, 68 Ga.App. 887, 24 S.E.2d 700, 701. Where acts done are within the authority of the officer, but in doing them he exercises that authority improperly, or abuses the confidence which the law reposes in him, whilst acts done "colore officii" are where they are of such a nature that his office gives him no authority to do them. *State v. Roy*, 41 N.M. 308, 68 P.2d 162, 165; *Yuma County v. Wisener*, 45 Ariz. 475, 46 P.2d 115, 118.
- Vis** /vis/. Lat. Any kind of force, violence, or disturbance relating to a man's person or his property. The plural is *vires* (q.v.).
- Visa** /vɪzǝ/. An official indorsement upon a document, passport, commercial book, etc., to certify that it has been examined and found correct or in due form. An endorsement made on a passport by the proper authorities denoting that it has been examined and that the bearer is permitted to proceed; a recognition by the country ad quem of the validity of the passport issued by the country a quo. *U. S. v. Vargas*, D.C.N.Y., 380 F.Supp. 1162, 1168. See also **Visé**.
- Vis ablativa** /vis ǝblǝtǝyǝvǝ/. In the civil law, ablative force; force which is exerted in taking away a thing from another.
- Vis armata** /vis ǝrmǝyǝdǝ/. In the civil and old English law, armed force; force exerted by means of arms or weapons.
- Vis à vis** /vɪzǝvɪzǝvɪ/. Face to face. One of two persons or things opposite or corresponding to each other. In relation to each other.
- Vis clandestina** /vis klǝndǝstǝyǝnǝ/. In old English law, clandestine force; such as is used by night.
- Vis compulsiva** /vis kǝmpɫǝsǝyǝvǝ/. In the civil and old English law, compulsive force; that which is exerted to compel another to do an act against his will; force exerted by menaces or terror.
- Viscount** /vǝykǝwnt/. A decree of English nobility, next below that of earl. An old title of the sheriff.
- Vis divina** /vis dǝvǝyǝnǝ/. In the civil law, divine or superhuman force; the act of God.
- Visé** /vɪzǝy/. An indorsement made on a passport by the proper authorities, denoting that it has been examined, and that the person who bears it is permitted to proceed on his journey. See also **Visa**.
- Vis expulsiva** /vis ǝkspɫǝsǝyǝvǝ/. In old English law, expulsive force; force used to expel another, or put him out of his possession. Bracton contrasts it with "vis simplex," and divides it into expulsive force with arms, and expulsive force without arms.
- Vis exturbativa** /vis ǝkstǝrbǝtǝyǝvǝ/. In the civil law, exturbative force; force used to thrust out another. Force used between two contending claimants of possession, the one endeavoring to thrust out the other.
- Vis fluminis** /vis flɪ(y)ǝwmǝnǝs/. In the civil law, the force of a river; the force exerted by a stream or current; water-power.
- Visible.** Perceptible, discernible, clear, distinct, evident, open, conspicuous.
- Visible means of support.** Term used in vagrancy statutes to indicate that one was without any ostensible ability to support himself, though he is able bodied.
- Vis impressa** /vis ɪmpresǝ/. The original act of force out of which an injury arises, as distinguished from "vis proxima," the proximate force, or immediate cause of the injury.
- Vis inermis** /vis ɪnǝrmǝs/. In old English law, unarmed force; the opposite of "vis armata."
- Vis injuriosa** /vis ɪnjǝrɪyǝwsǝ/. In old English law, wrongful force; otherwise called "illicita" (unlawful).
- Vis inquietativa** /vis ɪnkwǝyǝdǝtǝyǝvǝ/. In the civil law, disquieting force. Bracton defines it to be where one does not permit another to use his possession quietly and in peace.
- Visit.** In international law, the right of visit or visitation is the right of a cruiser or war-ship to stop a vessel sailing under another flag on the high seas, and send an officer to such vessel to ascertain whether her nationality is what it purports to be. It is exercisable only when suspicious circumstances attend the vessel to be visited; as when she is suspected of a piratical character.

Visitation. Inspection; superintendence; direction; regulation. *Bank of America Nat. Trust & Savings Ass'n v. Douglas*, 70 App.D.C. 221, 105 F.2d 100, 105.

In England, the office of inquiring into and correcting irregularities of corporations. See also **Visitor**.

Visitation books. In old English law, books compiled by the heralds, when progresses were solemnly and regularly made into every part of the kingdom, to inquire into the state of families, and to register such marriages and descents as were verified to them upon oath; they were allowed to be good evidence of pedigree.

Visitation rights. In a dissolution or custody suit, permission granted to a parent to visit children. In domestic relations matters, the right of one parent to visit children of the marriage under order of the court.

Visitor. A visitor is, with respect to guardianship proceedings, a person who is trained in law, nursing or social work and is an officer, employee or special appointee of the Court with no personal interest in the proceedings. Uniform Probate Code (4th) § 5-308.

In England, a person appointed to visit, inspect, inquire into, and correct irregularities of corporations. Similar functions are performed by Boards of Visitors to Prisons.

Visitor of manners. The regarder's office in the forest.

Vis laica /vís léyaka/. In old English law, lay force; an armed force used to hold possession of a church.

Vis legibus est inimica /vís líyjabəs èst inamáyka/. Violence is inimical to the laws.

Vis licita /vís lísəða/. In old English law, lawful force.

Vis major /vís méyjər/. A greater or superior force; an irresistible force. A loss that results immediately from a natural cause without the intervention of man, and could not have been prevented by the exercise of prudence, diligence, and care. *National Carbon Co. v. Bankers Mortg. Co. of Topeka*, C.C.A.Kan., 77 F.2d 614, 617. A natural and inevitable necessity, and one arising wholly above the control of human agencies, and which occurs independently of human action or neglect. In the civil law, this term is sometimes used as synonymous with "*vis divina*," or the act of God. See **Act of God**.

Visne /váyniy/. L. Fr. The neighborhood; vicinage; venue. The district from which juries were drawn at common law.

Vis perturbativa /vís pərtərbətáyvə/. In old English law, force used between parties contending for a possession.

Vis proxima /vís próksəmə/. Immediate force. See **Vis impressa**.

Vis simplex /vís símpləks/. In old English law, simple or mere force.

V.I.S.T.A. Volunteers in Service to America.

Visus /váyzas/. Lat. In old English practice, view; inspection, either of a place or person.

Vital statistics. Public records kept by a state, city or other governmental subdivision, under a statutory provision, of births, marriages, deaths, diseases, and the like.

Vitiate. To impair; to make void or voidable; to cause to fail of force or effect. To destroy or annul, either entirely or in part, the legal efficacy and binding force of an act or instrument; as when it is said that fraud *vitiates a contract*.

Vitiligate. To litigate cavilously, vexatiously, or from merely quarrelsome motives.

Vitium clerici /vish(iy)əm kléhəsay/. In old English law, the mistake of a clerk; a clerical error.

Vitium clerici nocere non debet /vish(iy)əm kléhəsay nəsiəriy nòn débət/. A clerical error ought not to hurt.

Vitium est quod fugi debet, nisi, rationem non invenias, mox legem sine ratione esse clames /vish(iy)əm èst kwòd fyúwjay débət, náysay, rəshiyównəm nòn inviy(n)iyəs, mòks líyjam sáyniy rəshiyówniy ésiy kléymiyz/. It is a fault which ought to be avoided, that if you cannot discover the reason you should presently exclaim that the law is without reason.

Vitium scriptoris /vish(iy)əm skriptóras/. In old English law, the fault or mistake of a writer or copyist; a clerical error.

Vitreous /vítriyəs/. Consisting of or resembling glass in its important characteristics.

Vitricus /vítراكəs/. Lat. In the civil law, a stepfather; a mother's second husband.

Viva aqua /váyvə ákwə/. Lat. In the civil law, living water; running water; that which issues from a spring or fountain.

Viva pecunia /váyvə pək(y)úwn(i)yə/. Lat. Cattle, which obtained this name from being received during the Saxon period as money upon most occasions, at certain regulated prices.

Vivarium /vəvér(i)yəm/. Lat. In the civil law, an inclosed place, where live wild animals are kept.

Vivary /vívəriy/. In English law, a place for keeping wild animals alive, including fishes; a fish pond, park, or warren.

Viva voce /váyvə vówsiy/. Lat. With the living voice; by word of mouth. As applied to the examination of witnesses, this phrase is equivalent to "orally." It is used in contradistinction to evidence on affidavits or depositions. As descriptive of a species of voting, it signifies voting by speech or outcry, as distinguished from voting by a written or printed ballot.

Vivum vadium /váyvəm véyd(i)yəm/. See **Vadium**.

Vix ulla lex fieri potest quæ omnibus commoda sit, sed si majori parti prospiciat, utilis est /víks ələ léks fáyoray pówdast kwáy ómnəbəs kóməða sit, sèd sáy majóray párdəy prəspish(iy)ət, yúwdələs èst/. Scarcely any law can be made which is adapted to all, but, if it provide for the greater part, it is useful.

Viz /víz/. A contraction for *videlicet*, to-wit, namely, that is to say.

Vocabula artis /vowkæpyələ árdəs/. Lat. Words of art; technical terms.

Vocabula artium explicanda sunt secundum definitiones prudentum /vowkæpyələ ársh(iy)əm èksplækända sánt səkándəm dèfənishiyówniyz pruwéntəm/. Terms of arts are to be explained according to the definitions of the learned or skilled [in such arts].

Vocare ad curiam /vowkéry əd kyúryəm/. In feudal law, to summon to court.

Vocatio in jus /vowkéysh(iy)ow in jás/. Lat. A summoning to court. In the earlier practice of the Roman law (under the *legis actiones*), the creditor orally called upon his debtor to go with him before the praetor for the purpose of determining their controversy, saying, "*In jus eamus; in jus te voco.*" This was called "*vocatio in jus.*"

Vocation. One's regular calling or business; one's occupation or profession. The activity on which one spends major portion of his time and out of which he makes his living. Employers' Liability Assur. Corporation v. Accident & Casualty Ins. Co. of Winterthur, Switzerland, C.C.A. Ohio, 134 F.2d 566, 568. See also **Occupation; Profession.**

Vociferatio /vòwsfəréysh(iy)ow/. Lat. In old English law, outcry; hue and cry.

Vociferous /vowsfərəs/. Making a loud outcry; clamorous; noisy.

Voco /vowkow/. Lat. In the civil and old English law, I call; I summon; I vouch. *In jus voco te*, I summon you to court; I summon you before the praetor. The formula by which a Roman action was anciently commenced.

Voice exemplars. Type of test in which one's voice is compared to the voice heard on some particular occasion. Used in trial of cases as type of scientific evidence. An order compelling a defendant in a criminal case to furnish a sample of his voice does not violate the privilege against self-incrimination. *U. S. v. Dionisio*, 410 U.S. 1, 93 S.Ct. 764, 35 L.Ed.2d 67. While voiceprint identification was formerly not admissible, the trend in recent years has been towards admissibility under restricted conditions. *State ex rel. Trimble v. Hedman*, 291 Minn. 442, 192 N.W.2d 432; *Worley v. State*, Fla.App., 263 So.2d 613; *United States v. Baller*, C.A.W.Va., 519 F.2d 463; *United States v. Franks*, C.A.Tenn., 511 F.2d 25. See **Spectograph; Voiceprint.**

Voice identification. In evidence, one may testify that he heard a person's voice if he is familiar with that voice. See Fed.Evid.R. 901(5). See also **Spectograph; Voiceprint.**

Voiceprint. An instrument known as a spectograph produces "prints" of one's voice for use in comparing such readings with the actual voice of the person involved to determine whether such person uttered the material words. Used in trial of cases which require identification of voices. *Com. v. Lykus*, 367 Mass. 191, 327 N.E.2d 671. See **Spectograph; Voice exemplars.**

Void. Null; ineffectual; nugatory; having no legal force or binding effect; unable, in law, to support the purpose for which it was intended. *Hardison v. Gledhill*, 72 Ga.App. 432, 33 S.E.2d 921, 924.

There is this difference between the two words "void" and "voidable": *void* in the strict sense means that an instrument or transaction is nugatory and ineffectual so that nothing can cure it; *voidable* exists when an imperfection or defect can be cured by the act or confirmation of him who could take advantage of it. The term "void," however, as applicable to conveyances or other agreements, has not at all times been used with technical precision, nor restricted to its peculiar and limited sense, as contradistinguished from "voidable"; it being frequently introduced, even by legal writers and jurists, when the purpose is nothing further than to indicate that a contract was invalid, and not binding in law. But the distinction between the terms "void" and "voidable," in their application to contracts, is often one of great practical importance; and, whenever entire technical accuracy is required, the term "void" can only be properly applied to those contracts that are of no effect whatsoever, such as are a mere nullity, and incapable of confirmation or ratification.

The word "void," in its strictest sense, means that which has no force and effect, is without legal efficacy, is incapable of being enforced by law, or has no legal or binding force, but frequently the word is used and construed as having the more liberal meaning of "voidable."

The word "void" is used in statutes in the sense of utterly void so as to be incapable of ratification, and also in the sense of voidable and resort must be had to the rules of construction in many cases to determine in which sense the Legislature intended to use it. An act or contract neither wrong in itself nor against public policy, which has been declared void by statute for the protection or benefit of a certain party, or class of parties, is voidable only.

Void ab initio. A contract is null from the beginning if it seriously offends law or public policy in contrast to a contract which is merely voidable at the election of one of the parties to the contract. See also **Void contract; Void marriage.**

Voidable. That which may be avoided, or declared void; not absolutely void, or void in itself. That which operates to accomplish the thing sought to be accomplished, until the fatal vice in the transaction has been judicially ascertained and declared. *Slaughter v. Qualls*, 139 Tex. 340, 162 S.W.2d 671, 674. It imports a valid act which may be avoided rather than an invalid act which may be confirmed. *Paulson v. McMillan*, 8 Wash.2d 295, 111 P.2d 983, 985. See **Void.**

Voidable contract. One which is void as to wrongdoer but not void as to wronged party, unless he elects to so treat it. *Depner v. Joseph Zukin Blouses*, 13 Cal.App.2d 124, 56 P.2d 574, 575. For example, a contract between an infant and an adult is voidable only at the election of the infant. See also **Void contract.**

Voidable judgment. One apparently valid, but in truth wanting in some material respect. *Reynolds v. Vol-*

unteer State Life Ins. Co., Tex.Civ.App., 80 S.W.2d 1087, 1092. One rendered by a court having jurisdiction but which is irregularly and erroneously rendered. *Tanton v. State Nat. Bank of El Paso*, Tex.Civ.App., 43 S.W.2d 957, 960; *Gehret v. Hetkes*, Tex. Com.App., 36 S.W.2d 700, 701; *Easterline v. Bean*, 121 Tex. 327, 49 S.W.2d 427, 429. See also **Void judgment**.

Voidable marriage. One which is valid when entered into and which remains valid until either party secures lawful court order dissolving the marital relationship. *Darling v. Darling*, 44 Ohio App.2d 5, 335 N.E.2d 708, 710, 73 O.O.2d 5. See also **Void marriage**.

Voidable preference. Under Bankruptcy Act, such exists where person while insolvent transfers property, the effect of which will be to enable one creditor to obtain greater percentage of his debt than other creditors of same class. The preference given to a creditor of a bankrupt over other creditors in the same class as the creditor given the preference and in such a situation, if other elements appear, the bankruptcy court may have the transfer set aside. See Bankruptcy Act § 547. See also **Preference**.

Void contract. One which never had any legal existence or effect, and such contract cannot in any manner have life breathed into it. *National Union Indemnity Co. v. Bruce Bros.*, 44 Ariz. 454, 38 P.2d 648, 652. Expression denotes that the parties to the transaction have gone through the form of making a contract, but that none has been made in law because of lack of some essential element of a contract, and such contract creates no legal rights and either party thereto may ignore it at his pleasure, in so far as it is executory. *Griffin v. Smith*, C.C.A.Ind., 101 F.2d 348, 350. See also **Voidable contract**.

Void for vagueness. A law which is so obscure in its promulgation that a reasonable person could not determine from a reading what the law purports to command or prohibit is void as violative of due process.

Void judgment. One which has no legal force or effect, invalidity of which may be asserted by any person whose rights are affected at any time and at any place directly or collaterally. *Reynolds v. Volunteer State Life Ins. Co.*, Tex.Civ.App., 80 S.W.2d 1087, 1092. One which, from its inception is and forever continues to be absolutely null, without legal efficacy, ineffectual to bind parties or support a right, of no legal force and effect whatever, and incapable of confirmation, ratification, or enforcement in any manner or to any degree. One that has merely semblance without some essential elements, as want of jurisdiction or failure to serve process or have party in court. See also **Voidable judgment**.

Void marriage. One not good for any legal purpose, the invalidity of which may be maintained in any proceeding between any parties, while a "voidable marriage" is one where there is an imperfection which can be inquired into only during the lives of both of the parties in a proceeding to obtain a judgment declaring it void. Such marriage is invalid from its inception, and parties thereto may simply separate without benefit of court order of divorce or annul-

ment. *Darling v. Darling*, 44 Ohio App.2d 5, 335 N.E.2d 708, 710, 73 O.O.2d 5. A "voidable marriage" is valid and not ipso facto void, until sentence of nullity is obtained; a "void marriage" is void ab initio. *Minder v. Minder*, 83 N.J.Super. 159, 199 A.2d 69, 71. See **Annulment**.

Void on its face. An instrument is void on its face when an inspection will reveal its defects and invalidity.

Void process. One which fails in some material respect to comply with the requisite form of legal process. *United States v. Van Dusen*, C.C.A.Minn., 78 F.2d 121, 124.

Voir dire /vwár dír/. L. Fr. To speak the truth. This phrase denotes the preliminary examination which the court may make of one presented as a witness or juror, where his competency, interest, etc., is objected to.

Voiture /vwotyúr/. Fr. Carriage; transportation by carriage.

Volens /vówlèn(d)z/. Lat. Willing. He is said to be willing who either expressly consents or tacitly makes no opposition.

Volenti non fit injuria /vówléntay nón fid injúriyá/. The maxim "volenti non fit injuria" means that if one, knowing and comprehending the danger, voluntarily exposes himself to it, though not negligent in so doing, he is deemed to have assumed the risk and is precluded from a recovery for an injury resulting therefrom. *Munson v. Bishop Clarkson Memorial Hospital*, 186 Neb. 778, 186 N.W.2d 492, 494. This is an affirmative defense that should be pleaded under Fed.R.Civil P. 8. *Tyler v. Dowell, Inc.*, C.A.N.M., 274 F.2d 890. See also **Assumption of risk**.

Volstead Act. A now repealed Federal law prohibiting the manufacture, sale, or transportation of liquor. The law was passed under the Eighteenth Amendment to the U.S. Constitution which was repealed by Twenty-First Amendment.

Voluit, sed non dixit /vól(y)uwæt, sèd nòn díksæt/. He willed, but he did not say. He may have intended so, but he did not say so. A maxim frequently used in the construction of wills; an answer to arguments based upon the supposed intention of a testator.

Volumen /volyúwmæn/. Lat. In the civil law, a volume; so called from its form, being rolled up.

Volumus /vólémæs/. Lat. We will; it is our will. The first word of a clause in the royal writs of protection and letters patent.

Voluntarily. Done by design or intention, intentional, proposed, intended, or not accidental. Intentionally and without coercion. *Young v. Young*, 148 Kan. 876, 84 P.2d 916, 917.

Voluntariness. The quality of being voluntary or free as opposed to being forced or given under duress, as a confession of one arrested for a crime.

Voluntarius dæmon /vólántériyas díymæn/. A voluntary madman. A term applied by Lord Coke to a drunkard, who has voluntarily contracted madness by intoxication. 4 Bl.Comm. 25.

Voluntary. Unconstrained by interference; unimpelled by another's influence; spontaneous; acting of oneself. *Coker v. State*, 199 Ga. 20, 33 S.E.2d 171, 174. Done by design or intention. Proceeding from the free and unrestrained will of the person. Produced in or by an act of choice. Resulting from free choice. The word, especially in statutes, often implies knowledge of essential facts. Without valuable consideration; gratuitous, as a *voluntary* conveyance. Also, having a merely nominal consideration; as, a *voluntary* deed.

As to voluntary Answer; Assignment; Bankrupt; Confession; Conveyance; Deposit; Escape; Indebtedness; Manslaughter; Nonsuit; Oath; Payment; Redemption; Sale; Settlement; Trust, and Waste, see those titles.

Voluntary abandonment. As statutory ground for divorce, exists if there is a final departure, without consent of other party, without sufficient reason and without intent to return. As used in adoption statute, the term "voluntarily abandoned" means a willful act or course of conduct such as would imply a conscious disregard or indifference to such child in respect to the parental obligation owed to the child. *Elliott v. Maddox*, Tex.Civ.App., 510 S.W.2d 105, 107. See also **Abandonment**; **Desertion**.

Voluntary courtesy. A voluntary act of kindness. An act of kindness performed by one man towards another, of the free will and inclination of the doer, without any previous request or promise of reward made by him who is the object of the courtesy; from which the law will not imply a promise of remuneration.

Voluntary discontinuance. Voluntary action on part of plaintiff, whereby his case is dismissed without decision on merits. *Ferber v. Brueckl*, 322 Mo. 892, 17 S.W.2d 524, 527. Fed.R.Civil P. 41(a). See **Dismissal**.

Voluntary exposure to unnecessary danger. An intentional act which reasonable and ordinary prudence would pronounce dangerous. Intentional exposure to unnecessary danger, implying a conscious knowledge of the danger. The voluntary doing of an act which is not necessary to be done, but which requires exposure to known danger to which one would not be exposed if unnecessary act is not done. The term implies a conscious, intentional exposure, something of which one is conscious but willing to take the risk. See **Assumption of risk**.

Voluntary ignorance. This exists where a party might, by taking reasonable pains, have acquired the necessary knowledge, but has neglected to do so.

Voluntary jurisdiction. In old English law, a jurisdiction exercised by certain ecclesiastical courts, in matters where there is no opposition. 3 Bl.Comm. 66. The opposite of *contentious* jurisdiction (*q.v.*).

Voluntas /valántæs/. Lat. Properly, volition, purpose, or intention, or a design or the feeling or impulse which prompts the commission of an act. However, in old English law the term was often used to denote a will, that is, the last will and testament of a decedent, more properly called *testamentum*.

Voluntas donatoris in charta doni sui manifeste expressa observetur /valántæs dównatóres in kárd dównay s(y)úway mænəféstiy əksprəsiy ðəsbərvýðər/. The will of the donor manifestly expressed in his deed of gift is to be observed.

Voluntas est justa sententia de eo quod quis post mortem suam fieri velit /valántæs èst jústə senténsh(iy)ə diy íyow kwòd kwís pòwst mórdəm s(y)úwəm fáyrəy vélət/. A will is an exact opinion or determination concerning that which each one wishes to be done after his death.

Voluntas et propositum distinguunt maleficia /valántæs èt prəpòzadəm dístíngwənt mələfísh(iy)ə/. The will and the proposed end distinguish crimes.

Voluntas facit quod in testamento scriptum valeat /valántæs féysət kwòd in tètəməntow skríptəm vəlíyat/. It is intention which gives effect to the wording of a will.

Voluntas in delictis, non exitus spectatur /valántæs in dəlíktəs, nòn égzədəs spēktéyðər/. In crimes, the will, and not the consequence, is looked to.

Voluntas reputatur pro facto /valántæs rəpyətéyðər pròw fáktow/. The intention is to be taken for the deed.

Voluntas testatoris est ambulatoria usque ad extremum vitæ exitum /valántæs tètəstátóres èst əmbylətóríyə ískwíy əd əkstriyməm váydiy égzədəm/. The will of a testator is ambulatory until the latest moment of life.

Voluntas testatoris habet interpretationem latam et benignam /valántæs tètəstátóres héybəd íntəprətéyshíyównəm léyðəm èt bənígnəm/. The intention of a testator has a broad and benignant interpretation.

Voluntas ultima testatoris est perimplenda secundum veram intentionem suam /valántæs íltəmə tètəstátóres èst pərímpléndə səkándəm vírəm ínténshíyównəm s(y)úwəm/. The last will of the testator is to be fulfilled according to his true intention.

Volunteer. A person who gives his services without any express or implied promise of remuneration. One who intrudes himself into a matter which does not concern him, or one who pays the debt of another without request, when he is not legally or morally bound to do so, and when he has no interest to protect in making such payment. One who, acting on his own initiative, pays debt of another without invitation, compulsion, or the necessity of self-protection. In *re Farmers' & Merchants' State Bank of Nooksack*, 175 Wash. 78, 26 P.2d 631; *Trinity Universal Ins. Co. v. State Farm Mut. Auto Ins. Co.*, 246 Ark. 1021, 441 S.W.2d 95, 97.

Conveyancing. One who holds a title under a voluntary conveyance, *i.e.*, one made without consideration, good or valuable, to support it.

Law of master and servant. The term "Volunteer" includes one who, without the assent of the master and without justification arising from a legitimate personal interest, unnecessarily assists a servant in the performance of the master's business.

Military law. One who freely and voluntarily offers himself for service in the army or navy; as distinguished from one who is compelled to serve by draft or conscription, and also from one entered by enlistment in the standing army.

Vote. Suffrage; the expression of one's will, preference, or choice, formally manifested by a member of a legislative or deliberative body, or of a constituency or a body of qualified electors, in regard to the decision to be made by the body as a whole upon any proposed measure or proceeding or in passing laws, rules or regulations, or the selection of an officer or representative. And the aggregate of the expressions of will or choice, thus manifested by individuals, is called the "vote of the body." *Commonwealth v. Baker*, 237 Ky. 380, 35 S.W.2d 548, 549; *Sawyer Stores v. Mitchell*, 103 Mont. 148, 62 P.2d 342, 348.

See also Absentee voting; Apportionment; Ballot; Canvass; Casting vote; Cumulative voting; Fifteenth Amendment; Franchise; Gerrymander; Majority vote; Nineteenth Amendment; Twenty-Fourth Amendment; Twenty-Sixth Amendment; Twenty-Third Amendment; Voting Rights Act.

Voter. The word has two meanings—a person who performs act of voting, and a person who has the qualifications entitling him to vote. Its meaning depends on the connections in which it is used, and is not always equivalent to electors. In a limited sense a voter is a person having the legal right to vote, sometimes called a legal voter. See **Legal voter**.

Voting by ballot. The term is used to distinguish open voting from secret voting. The privilege of secrecy is of the essence of "voting by ballot." See **Ballot**.

Voting Rights Act. Federal Act (1965) which suspended all literacy and character tests for voting rights in all States and counties where less than half the adult population were registered, and which provided for federal registration of voters where the Attorney General considered it necessary to enforce rights under the 15th Amendment. See also **Poll-tax**.

Voting stock. In corporations, that type of stock which gives the holder the right to vote for directors and other matters in contrast to non-voting stock which simply entitles the holder to dividends, if any. Common stock is normally voting stock. See also **Stock**.

Voting stock rights. The stockholder's right to vote his stock in the affairs of his company. Most common shares have one vote each. Preferred stock usually has the right to vote when preferred dividends are in default for a specified period. The right to vote may be delegated by the stockholder to another person. See also **Voting stock**.

Voting tax. See **Poll-tax**.

Voting trust. One created by an agreement between a group of the stockholders of a corporation and the trustee, or by a group of identical agreements between individual stockholders and a common trustee, whereby it is provided that for a term of years, or for a period contingent upon a certain event, or until the agreement is terminated, control over the stock owned by such stockholders, either for certain purposes or for all, shall be lodged in the trustee, with or

without a reservation to the owner or persons designated by them of the power to direct how such control shall be used. A device whereby two or more persons, owning stock with voting powers, divorce voting rights thereof from ownership, retaining to all intents and purposes the latter in themselves and transferring the former to trustees in whom voting rights of all depositors in the trust are pooled.

Agreement accumulating several owners' stock in hands of one or more persons in trust for voting purposes in order to control corporate business and affairs. It differs from proxy or reciprocal proxy in that it does not make either party the other's agent.

Votum /vówdəm/. Lat. A vow or promise. *Dies votorum*, the wedding day.

Vouch /vávch/. To call upon; to call in to warranty; to call upon the grantor or warrantor to defend the title to an estate; to call upon witness to give warranty of title. To substantiate with evidence; to verify.

To give personal assurance or serve as a guarantee. To call upon, rely on, or quote as an authority. Thus, formerly, to vouch a case or report was to quote it as an authority.

See also **Impleader**; **Third-party practice**; **Vouching-in**.

Vouchee /vávchíy/. In common recoveries, the person who is called to warrant or defend the title is called the "vouchee." The person who is vouched to warranty. In this fictitious proceeding the crier of the court usually performs the office of a common vouchee. 2 Bl.Comm. 358.

Voucher /vávchər/. A receipt, acquittance, or release, which may serve as evidence of payment or discharge of a debt, or to certify the correctness of accounts. An account-book containing the acquittances or receipts showing the accountant's discharge of his obligations. When used in connection with disbursement of money, a written or printed instrument in the nature of an account, receipt, or acquittance, that shows on its face the fact, authority, and purpose of disbursement.

A document that serves to recognize a liability and authorize the disbursement of cash. Sometimes used to refer to the written evidence documenting an accounting entry, as in the term journal voucher.

In old English law, the person on whom the tenant calls to defend the title to the land, because he warranted the title to him at the time of the original purchase.

Voucher to warranty. The calling one who has warranted lands, by the party warranted, to come and defend the suit for him.

Vouching-in. Common-law device by which a defendant notifies another that suit is pending against him, that if liability is found, defendant will look to vouchee for indemnity, that the notice constitutes formal tender of right to defend the action, and that if vouchee refuses to defend, it will be bound in any subsequent litigation between them to the factual determinations necessary to the original judgment. Though largely supplanted by third-party practice, vouching-in remains marginally viable under the federal rules. *Humble Oil & Refining Co. v. Philadelphia Ship Main-*

tenance Co., C.A.Pa., 444 F.2d 727, 735. See **Impleader**; **Third-party practice**.

Vox emissa volat; litera scripta manet /vóks əmísa vóvlat; lídərə skrípta mənət/. The spoken word flies; the written letter remains.

Voyage. In maritime law, the passing of a vessel by sea from one place, port, or country to another. The term is held to include the enterprise entered upon, and not merely the route.

Foreign voyage. A voyage to some port or place within the territory of a foreign nation. The *terminus* of a voyage determines its character. If it be within the limits of a foreign jurisdiction, it is a foreign voyage, and not otherwise.

Voyage charter. The document in admiralty which sets forth the arrangements and contractual engagements entered into between the charterer and the owner of the ship. Under "voyage charter," ship is engaged to carry full cargo on specific voyage, and ship is manned and navigated by owner. *President of India By and Through Director of India Supply Mission v. West Coast S. S. Co.*, D.C.Or., 213 F.Supp. 352, 359.

Voyage policy. See **Policy of insurance**.

Voyeurism. The condition of one who derives sexual satisfaction from observing the sexual organs or acts of others, generally from a secret vantage point.

Vs. An abbreviation for *versus* (against), constantly used in legal proceedings, and especially in entitling cases.

Vulgar /vólgar/. Lack of cultivation or refinement.

Vulgaris opinio est duplex, viz., orta inter graves et discretos, quæ multum veritatis habet, et opinio orta inter leves et vulgares homines absque specie veritatis /vəlgərəs əpín(i)yow èst d(y)úwpleks, vədíyləsəd órðə íntər gréyviyz èt dəskríydəws, kwíy málərn vèhrətéydəs héybat, èd əpín(i)yow órðə íntər líyviyz èt vəlgériyz hóməniyz əbskwíy spíyshiyy vèhrətéydəs/. Common opinion is of two kinds, viz., that which arises among grave and discreet men, which has much truth in it, and that which arises among light and common men, without any appearance of truth.

Vulgaris purgatio /vəlgərəs pərgéysh(iy)ow/. Lat. In old English law, common purgation; a name given to the trial by *ordeal*, to distinguish it from the canonical purgation, which was by the oath of the party. 4 Bl.Comm. 342.

Vulgo concepti /vəlgow kən(t)séptay/. Lat. In the civil law, spurious children; bastards.

Vulgo quæsití /vəlgow kwəzáyday/. Lat. In the civil law, spurious children; literally, gotten from the people; the offspring of promiscuous cohabitation, who are considered as having no father.