

Parl. 2 J. 4 Act 2: i Parl. 22 J. 6. Very great Abuse and Oppression having been Committed in this Reaction thereof. These Changes differ from those of 1571 which are still allowed only by law, and are still allowed.

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of Usury.

Usury in Latin Usura ab usu & usu, quasi usus dicitur Generally, is gain or profit by Contract or Bargain for the loan or use of any thing, more than law allows to be taken. For in the Roman law the word usury had the same signification as Annual Rent or Interest of Money. Yet in Scotland and England usury is always taken in an evil part for Unlawfull Interest. Called also with us in the Law and he who exacts such Interest is termed an Usurer. The Crime of Usury is prohibited partly for Encouraging the Partly to hinder the Richer sort from paying on the the assistance of the poorer by exacting excessive profit for the use of Money. Where there is no loan there can be no Usury; but because usury is often disguised under the appearance of some other lawful Contract, debt or proper or Direct, called Usura Manifesta, or Improper and Indirect, called Usura Volata.

Proper and Direct Usury, is Unlawfull Interest Agreed to be given in Consideration of the Loan of Money or for the forbearance of the Demand of it whereof one is guilty, if By taking the legal Interest before the due. That is taking the ordinary Annual Rent before the other by Retaining the Interest at the time of Lending the Money, or the exacting craving or Receiving it from the Borrower before the term of payment as in the 23 J. 6. Because this is composed of two parts; December 16 80 Johnstown Central Banning. But the taking of Interest before the time when it is in line, is not Voluntary paid by the Debtor for his greater Convenience, or for such other like Consideration without any Maning

of Corrupt practice, or any previous Agreement of this kind does not make the Receiver guilty of Usury. It is said in Br. Chap. 82 § 14. One being Indicted of Usury for taking half a year Rent of 500 Marks three Months before it fell due, it was pleaded for the Defendant, that he could not pass to the Knowledge of an Inquest upon that ground. Because if the law prohibits only the taking Annual Rent before the term of payment appointed by the Bond which must be the first term of payment, no other being Express'd in the Bond. 2^o of Receiving of Interest before the term being by Statutory Usury was a Crime because of the Private Interest of parties, ought not to be extended, and so that, that the Debtor has it no way Injured. For the Defendant did not force him to pay, but was Expres'd by him for his own Convenience to accept of that Annual Rent, and the principal sum being still owing, the Defendant hath Replevied the same, by another term Interest so long after it was due, as he had Replevied that before. If it may be for the advantage of a Debtor who is liable to pay his Annual Rent at a term to come when he could not have opportunity to find himself able to the Creditor, or it would be expensive to order the payment by another at the place; to take it off his hand before at his Meeting with the Creditor. 3^o It being most for many for honest Men to take Interest before the term Voluntarily offered by the Debtors; it was hard to Injure the Defendant a poor ignorant Merchant, who had spent most of his time abroad and been a short time at home before taking any of the Money, in which he was in what he did, by the General practice of the Country; being Committed. Item Inquisita Ecclesial Usurarium a parat 9^o De Minimis non Curat prator: Pro the 1^o 2^o 3^o 4^o 5^o 6^o 7^o 8^o 9^o 10^o 11^o 12^o 13^o 14^o 15^o 16^o 17^o 18^o 19^o 20^o 21^o 22^o 23^o 24^o 25^o 26^o 27^o 28^o 29^o 30^o 31^o 32^o 33^o 34^o 35^o 36^o 37^o 38^o 39^o 40^o 41^o 42^o 43^o 44^o 45^o 46^o 47^o 48^o 49^o 50^o 51^o 52^o 53^o 54^o 55^o 56^o 57^o 58^o 59^o 60^o 61^o 62^o 63^o 64^o 65^o 66^o 67^o 68^o 69^o 70^o 71^o 72^o 73^o 74^o 75^o 76^o 77^o 78^o 79^o 80^o 81^o 82^o 83^o 84^o 85^o 86^o 87^o 88^o 89^o 90^o 91^o 92^o 93^o 94^o 95^o 96^o 97^o 98^o 99^o 100^o