

the pannel took his hazard of the Year which might have  
 been much lower and of the price of the Victual which wa  
 very uncertain and variable in Different places. And the t  
 fix of the first Year was not struck the time of the Bu  
 gain, the Doctor might have freed himself by paying  
 the Debt the sooner, 25/ the Engagement of 10 pound for  
 each Underscored Ball costs as little Impossibility of  
 paying that was not for Annual rent, or any Advant<sup>g</sup>  
 arising out of the Money but a penalty in case of non per  
 =formance; arising from the Doctors Negligence; punish  
 =able and actually pierc'd & Delivery of the Victual Third  
 Whery were Injur'd upon that score, all Infractments of  
 al rent bearing heavily fail'd; and a Contract of 40  
 rial might be offer'd. To which it was Answer'd, the  
 222 Parl. 14 J. C. is abrogated by the Posterior Act 29 J.  
 15 J. C. Appointing all Victual to be Reduced to a just Con  
 mity of price; and a Ball of Victual according to the Common  
 estimate of the Countrey is more than four pence. Nay it  
 found the pannel did lend his money with the prospect of  
 unlawful profit (which is usura Montan<sup>l</sup>) by not Making  
 his Annual rent payable in Money, or Victual alternat<sup>l</sup>  
 but only in Victual. Again, the Exorbitant hazard, by the falling of  
 the price of Victual is No thing; because the Doctor aim'd the  
 risk by the lowering of the Value of the Money borrowed, 25/  
 pound for every Underscored Ball was not Infract a simple  
 penalty, but as a liquid Alternative to be paid in Place of  
 to wit: and the it was Consider'd as a Penalty; it was a  
 tacit and Indirect Usury fraction Reprobate & lawless  
 Parl. 13 J. C. as but a blind falva privilegia Verborum sem  
 tantum Legis Vinculum. Sheeld found this Agreement  
 Relavant to paper Whery 2 January 1672 John Hens of Ho  
 yards. Albeit the taking more than the ordinary Annual  
 whery; yet the taking of simple tacked not Realizing  
 Principal sum, is not Whery; however small the tacked  
 duty be. Thus one was not found guilty of Whery for  
 taking a four Year tacked of a Dovecot and a piece  
 of Land which Wherly paid Yearly 50 Mords, till the  
 1677

Repayment of 100 Mords lent to the Doctor 9 Sept 1669  
 1673 Robert Laidor nor by taking a Nine Year tacked of two  
 Mords for 100 pound of Rent till the last man was paid of 900  
 Mords but 16 the follow and the Annual rent of those of a last  
 these steps usually paid 163 pound Yearly 24 November 1669  
 High Draig In Regard the tacked man was subject to all the  
 hazards of publick vicidens and sterility and other accidents  
 whereby they might have been lost as well as gain'd.  
 the Reason of the Difference betwixt simple tacked and tacked  
 tacked or Quod solti that was lent and at liberty to  
 give their Money from the Doctor who is personally liable  
 to them if they cannot recover it out of the tacked man  
 whose tacked man looks all, if their tacked man be not paid  
 PNB Contract is Wherious by which the lender runs the hazard  
 of losing all his Money both principal and interest, as  
 the case of Money borrowed upon Biled of Bottomry, whose  
 or gold nothing if the ship do not drive safe at the designed  
 ports: or whose one giving Money to a man for the Valuing  
 of a ship, it is agreed that if the ship Return the whole  
 shall have so many shillings filled at a Rate exceeding  
 the Interest allowed by law and of the ship Grow or Rot in  
 or perish by Unavoidable Casualty of fire, fire, or Enemies  
 that then he shall have Nothing; or whose on the loan of 30  
 pound sterling, is given for the payment of 100 pound on the  
 Marriage of a Daughter of one of the parties, provided that  
 if either of them should die before, then Nothing should be  
 paid Howard pl. 1. c. 1. chapp. 82 516. Howard Rya 8. (But  
 it is clear that if the Interest only be lent as on such a  
 Contract and the whole principal provided, the whole is Wherious,  
 Howard this again was not to be Compromised Under  
 Whery, the Contract in Relation to Annuitie. For there is  
 this Essential Difference betwixt a Loan and Annuitie; that  
 whose and in such the Doctor may be Compelled to pay  
 the principal sum at the term, there is no principal sum  
 in a Contract of an Annuitie that can be Exacted: for he  
 who tacked the Money on this score, Makes a Real Sale  
 and the Annuitie paid in effect a certain Revenue  
 out of the tacked Estate in Consideration of a price of  
 1677

Handwritten marginal notes on the right edge of the page, including the name 'Sheeld' and various legal references and dates.