

above the legal Rate Hawkins ibid. 58.

The Factor or Receiver Directly or Indirectly of Money or other Goods for Brokage, soliciting Driving or procuring the Loan or for bearing payment of Money, over and above the Rate or Value of five Shillings for the Loan or for bearing the payment of 100 pound Sterling for a Year and for a Rateably; or more than twelve pence Sterling over and above the Stamp duties for Making or Renewing of the Bond or Bill for Loan, or for bearing thereof, or for any Counter Bond or Bill Concerning the same, shall suffer Imprisonment for half a Year, and forfeit 20 pound Sterling with Costs of Suit, for every such offence: the one Moiety of which for Fortune goes to the King, and the other to the person who sues for the same in the Court where the offence was Committed 12 A. Sept. 2 cap. 16. 82.

Ufury may be proved w^{ch} by writ act 7 Par. 16. 6. G. 1. It was sufficient Relevant to prove a Creditor guilty of Ufury, that at his Lending the Money he granted a Discharge ~~binding~~ him to be completely satisfied and paid of all Annual rents thereof till a term ten years after; Unless he could show that the Discharge was granted for love and favour without any Consideration: Albeit it was pleaded for him that a Discharge of Annual rents did not import that they were paid to the Receiver, but only wrought an Acquittal thereof to the Debtor: for that in our Law a Discharge and Satisfaction differ from a Receipt, as in the Civil Law Inguition or Acceptation, is a quite other thing than Real payment, and the word paid in the Discharge, is but Equivocal of the other word satis factus is Juno 1667 Mr. W. than removal. If the writs necessary for Justifying this Crime be on the Ufurer's own hand, Lawyrs shall be obliged to produce them; for the same Reason that he is bound to swear upon his guilt and the Debtor or in an Imputation Tied to produce his writs quarrelled as false: For the Maxim that Verba non sunt contra factum contra factum not in

Criminalibus McKenzie Crim. part 1; Tit. 24. 56. Which is Agreeable to the Canon Law, Clementine 1. 57 de Ufuri. 21 In a trial for Ufury, the oath of the Receiver of the Unlawful profits, is ordained to be taken act 7 Par. 16. 6. Contrary to the Common Rule of Law, whereby none but Jurors or sworn Witnesses are sworn because of the Oaths and Pledastions Nature of the Crime to which they are sworn, and the Justices do force jannolds to swear upon their guilt of Ufury, albeit the Law joining such an Oath seems mainly to regard Civil profits when I say, that this Controversy being made I shall be loath to offend McKenzie Crim. part 1; Tit. 24. 56. infer. But the oath of the Debtor is not allowed to be taken in evidence of Ufury paid by him act 7 Par. 16. 6. for avoiding paying. 30 Ufury may be proved by the witness upon in the Ufurer's writ & Act 7 that it, an Ufury action Concerning the Bond or writ it self as when more just profit is promised than is therein contained, can be proved only by the Instrumentary Witnesses McKenzie ibid. 56 being otherwise might be taken away by Witnesses but Ufury actions Extinct to the Bond or writ, as when a bill is agreed to give for delaying payment &c. being a Matter of fact, may be proved by any Witness, thus 1666 James Heaper. In the Reduction of a Bond upon the head of Ufury before the Court of Sessions, the Juror having offered to prove his debt by witness, the Juror being the Annual rents: it was objected by the Defendant, that Ufury is only probable by the Instrumentary Witnesses act 7 Par. 16. 6. who are presumed to be chosen by both parties to testify the truth of the transaction: and therefore not by Extraneous Witnesses, especially when our Law forbids writ to be taken away by Witnesses. In cases of Ufury where an estate is to be gained by proving the single debt paying