

U S U R Y.

1595. July. CRAVEN against WILSON.

No. 1.

CRAVEN, Englishman, lent the sum of £.30 Sterling to one Wilson, who gave his obligation to pay the sum of £.50 Sterling, and, upon the back of the said obligation, it was provided, that the condition of the obligation was, that in case Wilson paid betwixt and such a day the sum of £.30 Sterling, the obligation should be null. The day being expired, Craven pursued for the hail sum. Wilson alleged the obligation to be null and usurious, in so far as it exceeded the sum contained in the back-bond, and the rest was enormous and exorbitant profit, and could not be sustained. The Lords repelled the allegeance, and decerned for the hail sum, conform to the obligation.

Haddington MS. v. 1. p. 575.

1610. February 23. WAUCHOP against LADY BLACKBURN.

No. 2.

A contract containing annual-rent, answering to fifteen for the hundred, being quarrelled as usurious, will be sustained, if the party have not got payment of that extraordinary profit, and be content to restrict his contract and profit thereof to ten for the hundred.

Haddington MS. v. 2. No. 1817.

1622. February. LORD PITSLIGO against LAIRD MUCKALL.

No. 3.

THE Lord Pitsligo having wadset some lands to the Laird of Muckall, redeemable upon a certain sum, and, during the not-redemption, Muckall having set a back-tack of the lands to Pitsligo, for payment of a certain yearly silver-duty, which

Whether taking annual-rent before the term infers usury?