and Reason to Make an honest Sincere Merchant of Inte
Reputation guilty of so great a Crime as usury for so mu
a Matter. So this it was Answered for the Pursuer, i
the taking forehand Interest for subsequent terms
is no less Contrary to the words and Intent of the law, the
the Anticipation of Annual rent for the first term; fo
ing the Creditor in both cases gett plus tempore, and
the Debtor wants the Interest of the Advanced Annual
rent. Yea, he sustaind more prejudice by the payment
of forehand Interest for after terms: being his Necessi
might force him to comply more easily therewith, to
prevent his being put Unjustly to pay the prin
cipal sum. 2d/ The Pannell's protest of his ignorance a
being a Stranger cannot Excuse him who is a Native of
Scotland; and Ignorantia Juris Neminem Excusat. Bes
the Excessive Annualrent was taken at Edinburgh, w
he had opportunity of Advising with lawyers. 3d/ Let Bre
cars pretor no ewal Minima cannot Justify a Crime
forbidden by the Common and Municipal for Majus D
Minus non Variant Species in prohibitis. The Jus Cuid
found the Libly Relevant to infer the Crime of Usury
and the Assize brought the Pannel in Guilty 11 Junii 16
John Purdie. But the Lords of Privy Council upon hi
Representing the case to them by a petition, Discharged
the Justices to pronounce any sentence against him. N
withstanding whereof, Another who took by Anticipation
two Months Interest of 1800 Merks Secured by Wadset
was Condemned for Usury. Albeit the Advanced Interest
was not paid by the origional Debtor, but only by a sin
gular Successor to the Redemption of the Wadset, who
could not have been personally distressed for the Mo
ney, and so was Under No such Necessity to pay Mo
than Was due as a Debtor who was personally bound
might pretend to be for procuring a Delay of Payment
of the principal sum. 23 November 1668 Kight Bor
burgh. Bell Sir George Mackenzie Crim. Pract. Title

53 infine says, that this sentence of the Justices was also stamped
One is guilty of proper and Direct Usury by taking more than
the Legal Interest after it is due, or by taking bond to pay
more than the Legal Interest, altho No More be Actually
Received 22 July 1675 Todd & contra Bargen Hawkins p. 1. Ex.
lib. chap. 82 §8. And the Excessive Interest be Made
payable in such bond if Required, and the Request be Never
Made Hawkins ibid. Nor is it Material, whether the payment
ment of the Principal and of the Usurious Interest be secured
by the same or by Different obligations: for all Writings
and assurances whatsoever for Strengthening such a Contract
are Void Hawkins ibid. §21. But a bond Made to secure a
just debt payable with lawful Interest, is not avoided by
reason of a Corrupt agreement between the Obligor & Obligee
which the obligee was no way privy Hawkins ibid. §11.
Nor is a bond of Contract made in pursuance of a law agree
ment for such Interest as if allowed by law, to be avoided
by the fault of the Scrivener who, without the knowledge
of the parties who are Illiterate persons, drawed it up in
such a Manner as the Law did allow Hawkins ibid. §17.
Usury being the Wittingly taking More Annualrent for
one Year or term than Law doth Allow, is not incurred by
taking thro' Mistake, twice payment of the ordinary Annu
alrent for one term 29 July 1714 Town of Aberdeen contra
Martin of Burnthrae. Which obliged only the Receiver to
Impute the Additional sum in payment of the principal
pro tanto. An Agreement to pay double the sum borrowed
or other penalty on the Nonpayment of the principal
debt at a Certain day, is Not Usurious, because it is in the
power of the Borrower wholly to Discharge himself by
Repaying the principal According to the Bargain Hawkins
pl. Cr. lib. 1 chap. 82 §3. Nor is the Reservation on a
bond of a greater sum than is allowed by law for Interest,
Upon the Nonpayment of the principal sum at the end of
a Year, Usurious: Because it is in the power of the Borrower
to Avoid payment of the Money so Reserved, by paying the
prin