# ARTICLE XLIX.

## INTEREST AND USURY.



1904, art. 49, sec. 1. 1888, art. 49, sec. 1. 1860, art. 95, sec. 1. 1826, ch. 99. 1832, ch. 152.

**1.** Interest may be charged or deducted at the rate of six per centum per annum and the same may be calculated according to the standard laid down in Rowlett's tables

The statutes against usury can not be evaded by any shift or device. No matter what form the transaction takes, if usury lurks therein, the courts will condemn it. A renewal of an usurious transaction between the same parties, partakes of the same infirmity; *contra*, if the contract is a new one. Montague *v.* Sewell, 57 Md. 414; Andrews *v.* Poe, 30 Md. 487; Brown *v.* Waters. 2 Md. Ch. 208; Tyson *v.* Rickard, 3 H. & J. 113; Thomas *v.* Catheral. 5 G. & J. 23; Stockett *v.* Ellicott, 3 G. & J. 123.

Although the borrower is entitled to recover back the usurious surpus, such right of action is not created by the code. The code fixes the rate of interest only. Williar *v.* Baltimore, etc., Loan Assn. 45 Md. 559.

It is not usurious to receive interest in advance upon notes discounted. Duncan *v.* Maryland Savings Institution, 10 G. & J. 311.

Usury depends upon intention, and if unintentionally Roulett's tables are departed from, usury could not be deduced. Duvall *v.* Farmers' Bank, 7 G. & J. 60; Duncan *v.* Maryland Savings Institution, 10 G. & J. 311; Tyson *v.* Rickard, 3 H. & J. 109.

Cited but not construed in Hammond *v.* Hammond, 2 Bl. 308, note (M).

Ibid. sec. 2. 1888, art. 49, sec. 2. 1860. art. 95, sec. 2. 1824, ch. 200.

**2.** No plea of usury shall be available against any legal or equitable assignee or holder of any bond, bill obligatory, bill of exchange, promissory note or other negotiable instrument, where such assignee or endorsee or holder shall have received the same for a *bona fide* and legal consideration, without notice of any usury in the creation or subsequent assignment thereof.

This section applied. Suspicious circumstances held insufficient to bring notice of the usury home to the assignee. Gantt *v.* Grindall, 49 Md. 313.

This section held not to apply because the defendant was not the holder of any such instrument as is mentioned in this section. Montague *v.* Sewell, 57 Md. 416.

Ibid. sec. 3. 1888, art. 49, sec. 3. 1860, art. 95, sec. 3. 1704, ch. 69, sec. 1.

**3.** If any person shall exact, directly or indirectly, for loan of any money, goods or chattels to be paid in money above the value of six