

ARTICLE 49.

INTEREST AND USURY.

1.

This section referred to—see notes to art. 23, sec. 373. *Pub. Serv. Commn. v. United Rwys. Co.*, 155 Md. 599.

Where owner of property, in order to sell property to one without means, procured loan from building and loan association for an amount greatly in excess of the cash price, this excess being immediately returned to the association as a bonus for making the loan, held that the bonus was paid by purchaser and that usury could be asserted by purchaser against building association. *Glass v. Bldg. & Loan Asso.*, 156 Md. 26.

This section referred to in construing art. 58A. *Finance Co., Inc., v. Catterton*, 161 Md. 655.

See art. 23, sec. 131 and notes, and notes to sec. 6 (art. 49).

2.

See notes to sec. 6 and to art. 23, sec. 131.

3.

See notes to sec. 6 and to art. 23, sec. 131.

4.

See notes to sec. 6 and to art. 23, sec. 131.

5.

This section does not require that plea state details of renewal notes actually sued on in addition to details of original loans. *Penrose v. Canton Natl. Bank*, 147 Md. 206.

See notes to sec. 6 and to art. 23, sec. 131.

6.

Quaere whether consideration of promised amount of usury was part of "original indebtedness". See notes to art. 23, sec. 131. *Carozza v. Federal Finance Co.*, 149 Md. 243. *Glass v. Bldg. & Loan Asso.*, 156 Md. 26.