

1888, art. 49, sec. 4. 1860, art. 95, sec. 4. 1845, ch. 352, sec. 4.

4. Any person guilty of usury shall forfeit all the excess above the real sum or value of the goods and chattels actually lent or advanced and the legal interest on such sum or value, which forfeiture shall enure to the benefit of any defendant who shall plead usury and prove the same.

Carter v. Dennison, 7 Gill, 158. *Thomas v. Doub*, 8 Gill, 1. *Ibid.*, 1 Md. Ch. 127. *Gwynn v. Lee*, 9 Gill, 137. *Ibid.*, 1 Md. Ch. 445. *Baughner v. Nelson*, 9 Gill, 299. *Wilson v. Hardesty*, 1 Md. Ch. 66. *Gough v. Pratt*, 9 Md. 538. *Bandel v. Isaac*, 13 Md. 202. *Scott v. Leary*, 34 Md. 389. *Williar v. Balto. Butchers' Loan & Annuity Asso.*, 45 Md. 546. *Woods v. Matchett*, 47 Md. 395. *New York Security v. Davis*, 96 Md. 87.

Ibid. sec. 5. 1860, art. 95, sec. 5. 1845, ch. 352, sec. 1.

5. Every plea of usury shall state the sum of money or the value of goods or chattels lent or advanced with the time at which the same was or were so lent or advanced and the plaintiff shall be entitled to recover the sum of money or the value of the goods and chattels actually lent or advanced with legal interest from the time the same was so lent or advanced.

Union Bank v. Ridgely, 1 H. & G. 325. *Chambers v. Chambers*, 4 G. & J. 420. *Gwynn v. Lee*, 9 Gill, 137. *Baughner v. Nelson*, 9 Gill, 299. *Wilson v. Hardesty*, 1 Md. Ch. 66. *McKim v. White Hall Co.*, 2 Md. Ch. 510. *Hitch v. Fenby*, 6 Md. 218. *Williams v. Banks*, 11 Md. 198. *Ibid.*, 19 Md. 23. *Woods v. Matchett*, 47 Md. 395. *Neurath v. Hecht*, 62 Md. 224. *New York Security v. Davis*, 96 Md. 87.

Ibid. sec. 6. 1876, ch. 358.

6. Nothing in the preceding sections shall be so construed as to make usury a cause of action in any case where the bond, bill obligatory, promissory note, bill of exchange, or other evidence of indebtedness has been redeemed or settled for by the obligor or obligors in money or other valuable consideration, except that of a renewal in whole or in part of the original indebtedness.

Williar v. Balto. Butchers' Loan & Annuity Asso., 45 Md. 546. *Second German Amer. Build. Asso. v. Newman*, 50 Md. 63. *Border State Perpet. Build. Asso. v. Hayes*, 61 Md. 597.

1900, ch. 404, sec. 7. 1902, ch. 208.

7. It shall not be lawful for any individual, partnership, association or corporation lending money within the limits of this State and taking as security for the re-payment thereof a lien upon any household furniture and effects, musical instruments, typewriters and sewing machines or any other personal