"April 19. By cash	$50 00		
"July 29. By int. for $3\frac{1}{3}$ mos. at 6 per cent.	83	50 83	
		$2,384 42"	

The authorities make it clear that a plaintiff can specially indorse a writ with a claim for interest, only where such interest is payable by statute, or by contract, express or implied, and that in the latter case an allegation of such contract must form part of the indorsement.

The only statutory authority for the claim of interest made by plaintiff George is that found in sec. 113 of the Judicature Act: "Interest shall be payable in all cases in which it is now payable by law, or in which it has been usual for a jury to allow it." There being no allegation that the balance claimed is payable at a fixed time by virtue of a written instrument, or of a demand for payment, the case is not within sec. 114. Although it may be clear that in actions upon stated accounts it has been usual for juries to allow interest, we are, I think, bound by decisions of Courts of concurrent jurisdiction to hold that interest upon stated accounts is not, by virtue of sec. 113 above quoted, payable by statute so as to make it a proper subject of special indorsement: Solmes v. Stafford, 16 P. R. 78, 83, 85; Hollender v. Ffoulkes, ib. 175. Neither is this a case in which interest was before the Judicature Act payable by law.

There is no allegation in the indorsement of a contract for payment of interest, unless such contract be implied from the allegation of an account stated. No such implication arises upon the mere stating of an account, though it may arise if the act of stating the account is accompanied by an agreement for immediate payment: Chalie v. Duke of York, 6 Esp. 45; or for payment at a fixed future date: Mountford v. Willis, 2 B. & P. 337.

A subsequent demand for payment would bring the case within sec. 114; and see Pinham v. Tuckington, 3 Camp. 468. But neither an agreement for immediate payment or for payment at a fixed future date, nor a subsequent demand, is alleged in this indorsement. . . . Blaney v. Hendrick, 3 Wils. 205, is merely an instance of a refusal by the Court to set aside a verdict of a jury awarding interest as damages upon an account stated. This case is not an authority for the