it cannot be recovered if a demand has been made of it. This certainly precludes the idea of usury. In several cases it has been clearly stated that it is not because it is usurious that interest upon interest is not allowed, but that it is frowned upon because it is opposed to the policy of our law as tending to injury and oppression.

It seems too to be still under the ban of that mediæval prejudice which prohibited all taking of interest and stigmatized it in the English statute (21 James I, ch. 17), permitting it among sinful men as unlawful in point of religion and morals.

But whatever the analogy that pleads for interest upon interest in certain cases, the current of the decisious has been too strong against it in this State to permit the courts to grant it except under exceptional circumstances.

In *Townsend* v. *Corning*, 1 Barb. 627, Gridley, J., in the course of his opinion upon the validity of a note given partly for interest upon interest, says: "Yet I will assume, as the law of this case, that a reservatiou in a new security of compound interest that had accrued upon a sum previously due, against the will of the debtor, and as a condition of forbearance upon the new security, affects the security with usury and makes it void." He then says it becomes a question of fact whether it was extorted as a price for forbearance and against the will of the debtor, and there being no evidence to show either of these usurious ingredients, decides that the security is valid.

As appears from the foregoing his assumption of law was not necessary to the decision of the case, for there was no evidence of objection by the defendant, But whatever its necessity the assumption has foundation in either the statute or common law of the State.

In *Kellogg* v. *Hickock*, 1 Wend. 521, it had been decided that if parties accounted together concerning the amount due and by the consent of the debtor included compound interest, the new security for the amount including it was not usurious. Although the conclusion arrived at was correct it was reached upon false grounds, for it was assumed, as in the former case, that interest upon interest included in a security might make it usurious and void, while, as we have said before, it is never on the ground of usury that compound interest is not permitted to be taken, but because it is regarded as unjust and oppressive.

The learned judges seems to have had in their minds the relief that equity gives to any contract forced upon a party by duress and oppression, not meaning that compound interest could avoid an instrument, but that if by an unconscientious misuse of his debtor's necessities the creditor exacts compound interest, a court of equity could relieve him as they would from any other contract he might be brought into by such means (*Thornhill* v. *Evans*, 2 Atk. 330). Finally this assumption has not been adopted in subsequent decisions, for we never again find the question of forbearance and willingness raised, while it has been expressly decided that a demand of interest is sufficient to turn it into principal which from thenceforth draws interest.

The cases of *Crippen* v. *Hermance*, and *Williams* v. *Hance*, in 7 and 9 Paige, are sometimes cited to sustain the proposition assumed by Judge Gridley. The most cursory examination will show that in each case the security was contaminated by a transaction which the chancellor declared a mere shift to cover usury.

In *The State of Connecticut* v. *Jackson*, 1 Johns. Ch. 13, Chancellor Kent examined the subject of compound interest as regarded in equity, and laid down the principles by which our courts have since been guided in their consideration of this subject. The question was upon the confirmation of the report of a master to whom it had been referred to compute the amount due upon a bond and mortgage; the report contained a computation and account allowing interest upon the installments of interest due and unpaid, He examines the principles and decisions bearing upon the subject in an opinion unusually lucid and learned even for our great chancellor, and delares that compound interest has never been allowed except under special circumstances.