

charging the party with interest on his share of the proposed capital.

The same partner, during the continuance of the partnership, drew bills in the name of the firm, the proceeds of which he applied to his own purposes: *Held*, that on these he was liable to be charged interest, although the general rule is, that after a dissolution of partnership interest is never charged against one partner in favor of another.

Wilson v. McCarty, 152.

2. Certain of the parties paid in the amount of their proposed capital in United States securities, mortgages and notes, in respect of which the Master credited them with their value in Canadian currency (\$7,200): *Held*, on appeal, that the agreement must be taken to have meant that the amount each agreed to pay in was that sum in Canadian currency, or its full equivalent in United States currency. *Ib.*

PART PERFORMANCE.

See "Specific Performance," 2.

"PARTY SEEKING EQUITY MUST DO EQUITY."

See "Invalid Sale."

PARTIES.

See "Corporations."

"Firm."

"Pleading," 1, 5.

PAYMENT.

[VOLUNTARY.]

See "Invalid Sale."

PAYMENT AFTER FINAL ORDER OF DISCHARGE.

The mere fact that an insolvent, after having obtained his final order of discharge, makes a voluntary payment on a claim, existing against him before his insolvency and which is extinguished by such discharge, is not sufficient to revive the debt, for that purpose an express undertaking to pay the amount must be proved.

McDonald v. Notman, 608.