

In this case there was nothing proved that would entitle George as of right to interest. There was no express or implied promise to pay interest.

The \$2,389.46 as indorsed on writ was made up as follows:—

George and Green partnership account, August 22, 1889	\$2,672 07
Certain items down to November 19, 1889	23 10
Interest to November 19, 1889	61 00
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	\$2,756 17
Less cash	\$246 25
Account ^t	7 20
	<hr/>
	253 45
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	\$2,502 72
April 4, 1890, 3 months' interest	37 54
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	\$2,540 26
Less cash	\$150 00
Interest	80
	<hr/>
	150 00
	<hr/>
	\$2,389 46

The beginning of the account was the partnership debt of George & Green to George of \$2,672.07. It was not shewn that there was any promise to pay interest on that, nor did it appear that Green knew of the account being increased in amount by the large charges for interest. Merely upon the question of Green's want of knowledge of or indifference to the amount of the claim, it may be noted that, although Green got credit by indorsement on the writ for the \$50 paid on 19th April, 1890, and although this same credit was given on the account filed with the assignee, he, by error, omitted the credit in his statement of claim, and George's claim was placed upon the notice to creditors at \$2,435.61.