ning against him, in favour of the owner of the equity of redemption, must be made by the person entitled to the equity of redemption. The payment relied on in that case had been made by the original mortgagor, but as it turned out that prior to his making it he had assigned his equity of redemption in the mortgaged property, it was held that the payment did not prevent the running of the statute in favour of the owner of the equity of redemption.

This decision makes it apparent that it is unsafe for a mortgagee to suffer his mortgage to remain overdue for a period exceeding ten years, relying simply on the fact of the interest being punctually paid; and even the making of a periodical search to ascertain that no assignment of the equity of redemption has been registered would not obviate the difficulty, because an unregistered assignment of the equity of redemption would be just as efficacious to destroy the effect of a payment by the signor as though the assignment were registered. It has been gravely suggested that nothing short of taking actual possession within every ten years will absolutely protect a mortgagee from the operation of the Statute of Limitations.

It may be observed that the statute R. S. O. c. 108, s. 22, is altogether silent as to the person by whom a payment, sufficient to prevent the statute from running, is to be made. It simply says:—"Any person entitled to or claiming under a mortgage of any land, may make an entry or bring an action at law or suit in equity to recover such land at any time within ten years next after the last payment of any part of the principal money or interest secured by such mortgage, although more than ten years have elapsed since the time at which the right to make such entry or bring such action or suit first accrued." It will thus be seen that the effect of the judicial interpretation of this section has been very considerably to narrow the language actually used. There had been a previous decision of the Court of Appeal in the same direction; thus it was held by the Court of Appeal in *Harlock* v. *Ashbury*, 19 Chy. D. 539, that payment by a tenant of part of the mortgaged premises of his rent to the mortgagee did not keep alive the mortgagee's right as against the rest of the mortgaged premises. As to the particular part in respect of which rent is paid, that of course operates as a taking of possession, but as regards the rest of the mortgaged estate it has no effect. According to Jessel, M.R.:—"Payment within the meaning of the statute must be payment made by a person who is liable to pay," and as the tenant was not liable to pay the mortgage debt or interest, the court said his payment of rent could not be deemed to be a payment on account of of the mortgage debt and interest; although in the ultimate account between the mortgagee and mortgagor the rents received might have to be applied in reduction of the mortgage debt. On the other hand, in *Chinnery* v. *Evans*, 11 H. L. C. 115, the House of Lords determined that payment by a receiver appointed adversely to the mortgagor was a sufficient payment to prevent the statute running against the mortgagee in favour of the mortgagor. These cases decided that the payment to be effectual to prevent the running of the statute must be made by a person "liable to pay"; but *Newbould* v. *Smith* appears to us to have laid down a somewhat different rule, by saying that the person paying must, at the time the payment is made, be actually interested in the equity of redemption, and it would seem that "liability to pay" is, after all, if *Newbould* v. *Smith* is well decided, not necessarily an ingredient; because in that case the assignee of the equity of redemption does not appear to have been "liable