credit of one party to that account, that account containing many items more on the same side besides principal and interest and costs—*e.g.* expenses, repairs, etc. That cannot be called payment either of principal or interest at all. (ii.) It is not a payment within the section because it is not, as made, a payment of principal or interest—it is a payment of rent—rent paid by the person making the payment, and rent received by the person receiving the payment. It seems to me that payment made as of rent and received as of rent cannot be said to be a payment of principal or interest. (iii.) But even if it could be held to be a payment of principal or interest, it is not a payment at all by the mortgagor or any agent of the mortgagor, or by any person bound to make payment of principal or interest on his behalf, and I think that a payment of principal or interest, to be a payment within this section, must be made by the mortgagor or his agent, or at least by a person bound or entitled to make a payment of principal or interest for the mortgagor, as was the receiver in the case of *Chinnery* v. *Evans*, 11 H. L. C. 115." And all the Judges expressed the same view that in all Statutes of Limitation the principle on which they are founded is, that in those cases in which a payment is allowed to take the case out of the operations of the Statute of Limitations, it must be such a payment as amounts to an acknowledgment of liability; or, in the words of Jessel, M.R., "The underlying principle of all the Statutes of Limitation is, that a payment to take a case out of the statute must be a payment by a person liable, as an acknowledgment of right." Hence it will be seen that the Court of Appeal agrees with that part of the judgment of Fry, J., in the Court below, in which he says—"I think a payment will keep the right alive if it be made by the mortgagor or by any agent of the mortgagor," but dissents from that part of his judgment in which he goes on to add, "or by any person who, as between the mortgagor and mortgagee, is liable to make any payment to the mortgagee in satisfaction of the mortgage debt."

ADMINISTRATION ACTION—COSTS.

Of the next case, *Re Middleton, Thompson* v. *Harris*, p. 552, it is only necessary to say that the Court of Appeal asserted and acted on the principle that it is only just that the costs of administration, so far as they have been increased by the administration of real estate, should be borne by that real estate; and also to notice the *dictum* of Jessel, M.R., that in such an administration action, if the estate should prove insufficient, the plaintiff, unless he be executor, does not necessarily get his costs in priority to the defendants.

PURCHASE BY RAILWAY—AFFIDAVIT.

So also of the next case, *Errington* v. *Metropolitan District Railway*, p. 559, it appears only necessary to notice so much of the judgment of the Court of Appeal as lays it down, on the previous authorities, that in the case of the purchase of lands by Railway Companies under the powers in their acts, it is the Company who are to be the judges of what they require unless they are not acting *bona fide*, and the evidence, and the only evidence required, is the opinion of the surveyor or engineer or other officer of the company, unless the other side can shew that they are not acting *bona fide*. To which the M.R. adds: "Now, of course, you can shew want of *bona fides* in two ways. You may show it by proving that the lands are wanted for some collateral purpose as a fact, or you may shew it by proving that the alleged purpose is so absurd, under the circumstances, that it cannot possibly be *bona fide*." It may also be added that in this case, which came up on motion for judgment, the M. R. declared a certain affidavit inadmissible, on the ground that "an affidavit made upon information and belief must state the source of information; a mere statement of belief will not do."