right to redeem, when such sale is not made under the directions or order of the district registrar or in an action in the court.

2. In such a case section 111 of the Act does not apply so as to make the sale good.

3. Sec. 75 of the Real Property Act, which provides that "after land has been brought under this Act no title thereto adverse or in derogation to the title of the registered owner shall be acquired by any length of possession merely," means the same as if the word "merely" had been omitted, and operates so as to prevent the mortgagee and all persons claiming under him from obtaining, under s. 20 of R.S.M. 1902, c. 100, a declaration of the court that the mortgagor's equity of redemption has been lost, in consequence of adverse possession for more than ten years. *Belize Estate Co.* v. *Quilter* (1897), A.C. 367, distinguished.

4. Neither can such a declaration be obtained, on the ground of the laches and acquiescence of the mortgagor or his representatives, in an action by the purchaser asserting a title in himself and claiming to be registered as the owner of the land, relying only on such a sale as is referred to in above paragraph 1.

Coyne, for plaintiff.   *Galt*, K.C., for defendant.

KING'S BENCH.

Mathers, C.J.]   ALDOUS *v.* GRUNDY.   [March 29.

Principal and agent—Revocation of agency—Claim for work done before revocation—Commission on sale of land—Quantum meruit.

An agent who has been promised a commission on the sale of land, if made within a limited time at a price and on terms stipulated, although he had not an exclusive agency, is entitled to payment quantum meruit for his expenditure of time and money paid for advertising which resulted in his finding within the time limited a purchaser for the property able and willing to carry out the purchase, although the agency was revoked before the proposing purchaser had actually bound himself to buy the property, in a case when the principal, at the time of creating the agency, knew that the agent would, in reliance upon the