iff's sale it was represented and agreed by the widow that she would release her dower and that the purchaser bought the land with that understanding and in that belief, and the land had been conveyed to him in fee simple by the sheriff.

The deed was evidently prepared by the late Robert G. Dalton, and was witnessed by him.

The objection now taken was that, under the statute which permits a sale of an equity of redemption, the equity of redemption in all the land covered by the mortgage must be sold, and that part only of the land cannot be sold: Van Norman v. McCarty (1869), 20 U.C.C.P. 42, following Heward v. Wolfenden (1868), 14 Gr. 188. No doubt, the legal question involved was familiar to Mr. Dalton.

In these circumstances, the proper inference of fact was, that some arrangement was made by the executors and the execution creditors to pay the mortgage off and to allow the sheriff to sell, not the equity of redemption merely, but the whole fee in the land —and so the sale would be valid.

The executors, who alone could attack the sale for any irregularity, were parties to it and were bound by it.

Order declaring that the objection to the title had been well answered.

MIDDLETON, J. APRIL 19TH, 1918.

LE GROULX v. KERR.

Negligence—Injury to Person by Machine-gun—Shell Exploded by Trespasser—Gun Used at Fair-grounds in Charge of Military Officer—Committee of Citizens Procuring Display of Gun to Aid Recruiting—Liability for Injury—Findings of Fact of Trial Judge—Damages—Suggested Case for Compensation out of Public Money.

Action against the members of a committee of citizens of Alexandria to recover damages for injuries sustained by the plaintiff, a young man, at the Fair-grounds in Alexandria, on the 17th August, 1915.

The action was tried without a jury at Cornwall.

G. I. Gogo and J. A. Chisholm, for the plaintiff.

R. A. Pringle, K.C., and F. T. Costello, for the defendants.