on the mortgage or for taxes on the land. She knew of the making of two of the sales two years at least before commencing this action; but made no objection to any of them, although the company had sought her co-operation in endeavouring to realize on the lands. By the time the action was commenced, the lands had so increased in value that it became worth while to redeem them, if possible.

*Held*, 1, reversing the decision of MATHERS, J., that the "possession" referred to in s. 20 of "The Real Property Limitation Act," R.S.M. 1902, c. 100, means actual adverse possession and not a mere constructive possession of vacant lands by reason of the mortgagor being in default, and the plaintiff was, therefore, not barred by the statute. *Smith* v. *Lloyd*, 9 Ex. 562; *Agency Co.* v. *Short*, 13 A.C. 799, and *Bucknam* v. *Stewart*, 11 M.R. 625, followed.

2. The plaintiff had, by her laches and acquiescence in the sales made by the mortgagees, lost her right to redeem. *Archbold* v. *Scully*, 9 H.L. Cas. 388, and *Nutt* v. *Easton* (1899) 1 Ch. 873, followed.

3. The word "hereinafter" in the power of sale quoted should be construed to mean "herein" or "hereinbefore" and, so construed, the power of sale was sufficient and had been validly exercised. The court will correct such an obvious mistake. *Wilson* v. *Wilson*, 5 H.L. Cas. 66, and *Bengough* v. *Edridge*, 1 Sim. 269, followed.

4. The defendant purchasers were in any case protected by the following clause in the mortgage: "No purchaser under said power shall be bound to inquire into the legality or regularity of any sale under the said power or to see to the application of the purchase money." *Dicker* v. *Angerstein*, 3 Ch. D. 600, followed. If an irregular or improper sale is made by the mortgagee, the mortgagor has his remedy by way of an action for damages. *Hoole* v. *Smith*, 17 Ch. D. 434.

5. The agreements of sale entered into between the company and the purchasers were valid exercises of the power of sale, and conveyances were not necessary. *Thurlow* v. *Mackeson*, L.R. 4 Q.B. 97, followed.

6. The posting up on the land, after the making of the sales, of a notice of sale prepared by the company's solicitors did not give the plaintiff a right to redeem. It was not the act of the purchasers and their rights could not be prejudiced by it.

*A. J. Andrews* and *Burbidge*, for plaintiff. *Aikins*, K.C., *Haggart, K.C.*, *Taylor* and *Kilgour*, for the several defendants.