

RE-SALE—(Continued).

- cases of, ordered by the Court in lieu of determination or foreclosure, 123, *et seq.* (*See* Appendix III.).
- apart from express stipulation, *query*, whether vendor entitled to, 67.
- Noble v. Edwards*, 5 Ch. D. 378, criticised, 67.
- whether vendor so selling, sells *qua* owner or not, *query* and discussion, 67 *et seq.*
- express, power of, 138-141.
 - re-sale under, operates as rescission, (?), 138.
 - vendor may recover deficiency, 138.
 - not accountable for surplus, 138.
 - re-sale may be equivalent to forfeiture, 139.
 - not generally relieved against, 139.
 - compared with power of sale in mortgage, 139.
- power of Court to order in lieu of determination or foreclosure, 130-137.
 - doubtful against vendor's consent, 136.
 - practice in England in mortgage actions, mortgagor not entitled to *ex debito justitiæ*, 137.
- notice, necessary for, 140, 141, *see* NOTICE, 176-181.
- vendor may be restrained from exercising power improperly, 139, *et seq.*
- rescission, how far re-sale results in, 138.

RESCISSION BY VENDOR, 55.

- definition, 55, 56.
- loose use of expression, 61, 68, 138.
- distinguished from determination, 21, 62, 63, *et seq.*, 91, 142.
 - repudiation, 12, 124, *et seq.*
- See* REPUDIATION.
- extra-judicial remedy, 56.
- after judgment for price, effect of, 31.
- deposit when purchaser entitled to return of, 36, 59.
 - purchaser cannot forfeit and escape damages, 36.
- principle, in cases of sale of land same as in other contracts, 55.
 - rule in *Mersey Steel & Iron Co. v. Naylor*, 9 A. C. 434, applicable, 55.
- effect of, 31, 56.
- conditions for, 56.
 - none where third parties have acquired rights, 56.