

PRINCIPAL AND SURETY.

See "Equitable Assets."

REDEMPTION.

(POWER OF COURT TO REFUSE.)

1. Per *Robinson*, C. J., and *McLean*, J.—The Court of Chancery, under the 11th section of the Chancery Act may, under certain circumstances, refuse redemption, notwithstanding twenty years have not elapsed since the mortgagor went out of possession.

Per *Macaulay* and *Smith*, Ex CC.—That the Court has not, under this section, power to refuse redemption, where by the law of England the party would be entitled to redeem, but has only a discretion of imposing terms different from those that would be imposed according to the strict rules in England.

Simpson v. Smyth, 9.

2. The Court of Chancery, under the 11th section of the Chancery Act, may, under certain circumstances, refuse redemption, notwithstanding twenty years have not elapsed since the mortgagor went out of possession.

S. C. 172.

See also "Mortgage," 2.

REGISTRATION.

See "Mortgage," 1.

RE-PURCHASE.

(SALE WITH RIGHT OF.)

See "Mortgage," 2.

RESCISSION OF CONTRACT.

Where a party, complaining of fraud in the execution of a contract, filed a bill to have it rescinded, and it appeared that after discovering what was alleged as fraud on the part of the vendor, the vendee had continued to deal with the property, the subject of the contract :

Held, that on that account, if even the fraud had been clearly