the Heritor or other person to his behoof, for payment o
a duty in Money or victual, Exceeding the Annual rent of the
Sum for which the Wad Let was granted Act 247 Par. 15 J. 6
The Reversion may be affected with a tack in favour of t
Wad Letter, to Commence after Redemption of the Wad Let (
in the law of England a Lease in Reversion) for the true Mean
or Year there to Act 18 Par. 6 J. 2 that is, for More than
half of the Real duty M.Kenzie observes on d. Act 15 which
good against Singular Successors, when the tack is Gran
in the Wad Let, or write in a paper apart of the Same date
the Wad Let and Reversion, and tho it be not Clothed we
:cession before the Singular Successors right, because it is a
part of the Reversion M.Kenzie ibid. But Sir George M.Kenz
(ibid) Doubts, if such Separate tacks ought not as Tacks to Reve
:ons to be Registred; tho it be otherwise in tacks, to follow
the Redemption Annuitents, which are but a Servitude upo
the Lands. But such tacks for half Mail, or less, are Null
Act 15 Par. 6 J. 2. And Ufurary 15 feb. 1666 Lord Ley
Contra Portions. Yet a Wad Let bearing for the Reversion
a tack for duty far within the Value of the Lands to
take effect after the Redemption, would be Sustained, if
there was a reasonable cause for granting thereof witho
any force upon the Granter. Thus such a tack in a Wad
Let by one brother to Another, was Sustained; in regard
it might have been given to him for a portion, and the Wa
Letter was Excluded from the Rents 36 years by
a Reserved liferent 21 January 1662 L. Polwarthe contra
Ira Hunnes. The duty in tacks in favour of Wad Letter
to take effect after Redemption of the Wad Let, is to
Reckoned according to the worth of the Lands at the Gra
:ting of the Wad Let, and not at the time of the Redemp
when perhaps the Wad Letter, in Consideration of the
tack, had Improved them, which ought not to be Ma
Use of to his prejudice 17 feb. 1672 Douglas contra Ed
:nor.
A Clause Irritant in the Reversion of a Wad Let, that the

Money not being Repaid at a precise day, the Reversion should
Expire, and the lands become Irredeemable, called pactum Legis
Commissoria in Wad Lets, is disallowed as Usurious and Unjust
not withstanding where of the Money may be offered at the Bar,
any time before Dispute in a process for declaring the Irritancy
Incurred 7 feb. 1628 Primrose contra Ker. Craig Rem. lib. 2
Tit. 6 § 10. And a temporary Reversion Inserts a Clause
Irritant, which the Lords will not repeal because it is just
Stair lib. 4 Tit. 53. A Person was allowed to purge his failzie
in a Reversion of some Houses for Year Rent, at any time
on paying the Creditor his money with Annualrent, with the
Charges of his Journey in Repairing the same 5 July 1636 Elphing
contra [illegible]. Nor can the Irritancy be purged by
by the Reversor himself and his heirs, but also by his Creditors
9 March 1631 Tel contra Dickson, and tho the Money is
not Ready to Purge at the Bar, the Reversion is Void ipso
before declaring of the Process for clearing thereof Stair lib.
2 Tit. 13 § 19. But when the Reversion was declared to be
Void only for not payment of the Money after Requisition
Made by the Wad Letter upon Nine days preceeding the
term of payment, they Sustained the Irritancy and would
not allow any further delay to the Reversor to purge
his failzie by payment: In Respect the Requisition pro-
:ceeded upon so many days, and he offered not to Consign
the Money at the Bar 19 July 1625. Nairn contra Napier.
This Irritancy is so odious, that it was found not incurred
where the Wad Letter got partial payments of his Annualrent,
by possessing a part of the Wad Let Lands 18 March 1629 Bar:
:clay contra Stevenson. And found past from by the Wad Le
:ter's taking payment of his Annualrent after the Irri-
:tancy was incurred Kope Mey. Prac. Tit. Clause Irritant
Naismeth contra Kinloch, Stair ibid. Again, the Granter of a
Wad Let of lands having discharged the Reversion, and at the
same time got a backbond from the Acquirer, that, upon pay
ment of such Sums within a certain time, he should Re-
:dis-