

1133. Revispone the lands to him with this provision, that if payments were not then made, the bond should be null without Declaration. The Clause for that was found not to Exclude Redemption after term before Declaration which is always necessary the Reversion that Medio tempore parties may purge 1 Feb. 1667 *Jullibairdin contra Murray*. But the Clause for that was not found null, but restricted to the damage of the Grantor of the Wad. set who had sold the land to a third person. So that it was sustained if the wad setter had offered a particular sum for the land as great as the other purchaser was to give, before the Reversion bargained with him, and was willing to pay it 12 Feb. 1666 *inter Eodem*. Where a Wad. set contained a Clause, that in case the lands were sold, the wad setter should have the first offer, and be preferred by giving as great a price as, after should offer; the sum in the wad set being assigned, the wad setter was ordained to renounce all right to the land & singly without Exception of the Clause of preference, which was under the to continue effectual only while the wad set stood. *Mr. Reear and none who'd enter in terms of buying the land, if he had that the wad setter would get it 30 Novemb. 1680. *Pramie contra Durham*. Irrevocable sales of lands are not purgeable at the bar, but can only be redeemed in the terms of Reversion. 17 January 1676 *Belfon contra Heron* whether it be, that if the price is not paid betwixt and a certain day it shall be no bargain; or be a paction de retro vendendo upon the letters restoring the price within such a time only. vide *Supra pag. 533 & 809 & 844*.*

By the Common Law of England *pacta legis Commisoria* Clauses for that are sustained in Mortgages, and when incurred the Mortgage becomes Irredeemable, or the lands mortgaged become the Creditors forever, if the Money borrowed from him be not paid at the day agreed on. A wad set is extinguished 1^o by the deed of the Reversioner 2^o by the deed of the wad setter. 3^o by Consent of both parties. Law takes off a wad set where the Reversioner obtains a Declaration of Redemption, proceeding upon premanition

1134. or Requisition, which is called an Order of Redemption. which order may be used not only upon a Reversion Incorporated in the Wad. set right, but also upon a separate bond or writ of Reversion, or upon a promise of Reversion. *Stair Lib. 4th tit. 5 § 6.* The Use of this order must premonish the Wad. setter to compare at the time and place appointed in the Reversion, to receive payment of the sum due to him, and take Instruments there upon. Production of Instrument of premonition. Which must bear production of the Reversion, if contained in a paper apart from the Wad. set, but not if it be proposed in the Wad. set. *Inter Eodem* 26 June 1698 *L. v. Mark contra his son* *Stair Lib. 4th tit. 10 § 17.* An assignee of a Reversion using an order, should produce his assignation 19 Feb. 1674 *Lord Northwick contra Bringle*. In case of Redemption made by a singular assignee of the Reversion without producing his title at the time of the order, is not sustained, albeit the papers were at the time in the hands of the wad setter's Lawyer, and other process before the Lords 13 Novemb. 1711 *Douglass contra Farquhar of Halboth*. A premonition by a procurator was sustained, tho' it was not a procuratory, for warrant to name men produced, saying it was not then cause for the Reversion. Re-producing, and proving by the Assignee's oath, that it was shown at the time of the premonition 18 January 1662 *Yeach contra Gyl of Capidrean*. In other favourable Cases of Compositions, Chancery and Executors, the Lords have dispensed with and supplied the mention of a procuratory in Instruments of Requisition. And *Wharfe* found a premonition good, without exhibiting the Reversion, tho' called for at the time of the consignation, where it was in the wad setter's own hand 19 Feb. 1662 *Children of Wolmet contra Her.* 17 Feb. 1663 *Colonel Montgomerie contra heirs of Wallibarton Hope Maj. Prat. Jt. Wadsets Lord Gester contra Chal. Stair ibid.* But a Requisition not bearing a procuratory produced, was refused to be sustained to make a sum payable in favour of a donatory of single Escheal competing with Lawfull Creditors, which is penal 12 January 1677 *Creditors of L. Wamphrey contra L. Calderhall and Lady Wamphrey*. Premonition may be used against the Wad. setter. Personally