

Or at his Duelling place; the Duelling place being always special
 Designed in the Instrument 13 Decemb. 1626 & Bruceburgh contra
 Young. And against his Executors and Curators either Generally at the
 Market Cross or personally 17 Decemb. 1629. L. Farnoultie contra
 L. Farnoultie; which General Intimation is them at the Market
 Cross must be by Letters of Supplement from the Lords of Session
 and not by an Instrument, otherwise the Requisition is Null
 15 June 1680 Gordon contra G. Lucensberry. And where the
 Letter is out of Scotland, Requisition must be by Letters of Supp
 :ment at the Cross of Edinburgh and Peer of Lieth 16 June
 1671 Lord Lovel contra Lord McDonald. If the Premonition
 die before the day appointed for payment of the Money, and
 heir entering may prosecute the premonition and complete the
 order. Stuart answers to Dirlot. Double Gilt. Redemption nec
 :itable or Inevitable. He being Eadem persona in law, and the
 Wadsetter not concerned, whether he receive his Money from
 the premonitioner himself or his representatives. At the time a
 place prefixed offer is to be made of the Money. Where Land
 were disposed by a father to his Son under Reversion by pay
 ment of a Roshenoble an order of Redemption used upon Sum
 was sustained 26 June 1628. L. Newark contra his Son.
 In regard the sum contained in the Reversion was small
 and needed little selling; which fieri non debuit, sed pichum
 Valuit. However the Lords thought it expedient, that such
 Civil Acts should not be performed Upon the Sabbath day,
 again, Where a Wadset is Redeemable upon payment of a
 considerable Sum, the Wadsetter cannot be obliged to Dis
 tract himself with the counting of Money perusal of Writings
 and subscribing a Renunciation on the Lords day Stair ibid
 §19. If the Wadsetter appear not, or Refuse to accept his
 Money, when duly offered at the time and place prefixed; it
 may be Consigned under form of Instrument. The Instrument
 contains the tenor of the premonition, production of the Reversion
 and pro curatory, and that the Reverser came on the day prefix
 Go the place appointed, and waited there from Midday till Sun
 Set (Because the Wadsetter may come at any time of the day)
 And Upon the Wadsetters not appearing or not appearing

After his being called publicly at the Mast patent door, consigned
 the Money in the terms of the Reversion, all which must be done in
 forme Specifica, and not per Atquipollens Hope, Maj. Prat. Gilt.
 Wudsch Lord Fraser contra Fritchoun Stair lib. 2 Gilt 10 §18 lib.
 4 Gilt. § 5 §18 8. But Consignation of a discharge of the debt from
 the wadsetter owed to the Reverser by an Article in the Contract
 of Wudsch, was sustained 2 January 1667 Hope contra Page. Tho
 I think Extrinseck Compensation upon any other debt owing by the
 Wadsetter to the Reverser would not be sustained: seeing otherwise the
 Reverser might, by taking assignment to the Wadsetters debt, Disap
 :int him of his Money which had been destined for other Uses. In
 :struments of Consignation used to appear that the Money was sum
 :bered and down to do: But one was sustained bearing production of
 all and whole the sum contained in the Reversion, which words
 all and whole Imported Numeration, 10 March 1630 ^{Griffin}
 contra Gordon or variation. It must also contain an offer of what
 is Generally conceived in the reversion and not feared bearing, or
 what the Wadsetter can further instruct to be selling to him
 than the Reverser probably knows which may be dispensed at the
 Bar 21 Feb. 1623 Funningham contra Gorretter. Stair lib. 2 Gilt 10
 §18 lib. 4. cl. 5 §1. But it did not upon the Reverser to offer to the
 Wadsetter a Renunciation to be subscribed by him, which the Wadsetter
 should offer subscribed to the Reverser 12 July 1634 and Palmerine
 contra Lord Leburgh & Elial, Stair ibid. Confirmation must be
 made in the hands of the person named for that Effect in the Re
 :vision, for whose efficiency the Consigner is not liable. If no Consig
 :natory be named the Money may be consigned in the hands of the
 Clerk of the Bills upon the Wadsetters pen; or in the hands of any
 other person, on the Reversers pen, who must answer for the Money
 if the Consignatory prove insolvent ex post facto, he Respon
 :sible at the time of the Consignation. Thus Redemption was sustain
 :ed upon Consignation made in the hands of the Reversers own
 Servant Hope Maj. Prat. Gilt. Confirmation L. Drum contra
 Wishart Stair lib. 2 Gilt. 10 §19. Consignation Exempts the Reverser
 :ser from being liable for Annulment of the sum Consigned
 unless he displitt them from the Consignatory, Decemb. 1631 Greer
 son contra Gordon. In which Case he is liable for Annulment
 of the Money only from the time he took it up, but will have
 Right