

Redeemor and Resigned 10 January 1663 Campbell contra
 Bryson. If the Wadsetter was publicly Infeft the Superior should
 be cited in the Declarator of Redemption; and if the Reversion be
 contained in the Wadset, may be deemed to Infeft the Redeemor.
 No Exception against this Declarator is competent upon any right
 vested in the Defender, if the Reversion be in the Body of the
 wadset or duly Registered: Because the Conclusion of Redem-
 ption being a possessory Judgment, the Wadsetter must restore
 the possession, reserving any other right competent to him, by
 way of Action in petitorio, even tho' the right he pretends to reserve
 prior to the Reversion Stair lib. 4 Tit. 5 § 4. For tho' a person
 having general absolute and Irredeemable rights may, when he
 is excluded from one defend his possession by another: Yet
 whoever obtains his Authors possession upon a temporary or Ir-
 redeemable right, cannot Intervent the possession he Receives
 acquiring any other right from a third party, Craig Trinit. lib.
 2 Tit. 9 § 11. V. G. A Thief's man being pursued to remove
 after the loss of his tack, cannot defend himself with either
 tack or heritable right from another party, tho' that right
 be evidently better than his Masters right, and would recover
 possession from his Master; but he must restore the possession
 to his Master and recover it by way of Action. Yet, as
 my Lord Stair observes (ibid) if the Reversion be merely
 personal, a singular Successor may defend himself by any
 real right. The Common Rule of both Declarators of Redemption
 and Voluntary Renunciations or grants of Redemption bear, the
 Wadsetter to Renounce and resign all rights to the Wadset lands,
 unless a right in his person distinct from the Wadset be In-
 stituted, or some tolerable Evidence thereof given. If he produce and
 Instruct another distinct right, the same will be particularly
 reserved and excepted simply, or the Renunciation will bear
 only all right by virtue of the Wadset; and if he can but give
 any good evidence of such a distinct Right, tho' he do not prove
 it, the same is to be reserved as accords 2. Feb. 1676 D. Lader
 Dale contra Lord and Lady Yester. Declarator of Redemption of

of a wadset was not Stopped by a right of the different Escheator of the
 Reversion, coming in the person of the Wadsetter after his attaining
 or continuing possession by the Redeemable right, which Superintending
 title was reserved ^{only} as accords 22. Novemb. 1677 Stuart of Castle
 Milk contra D. Hamilton

After a Decree of Declarator, the lands Redeemable belong to
 the obtainer without Infeftment, if the wadset was held of himself
 Craig Trinit. lib. 2 Tit. 6 § 9. But he must be Infeft de novo, if the
 Wadsetter was publicly Infeft, and the Redeemor must be cited
 once to deliver a grant of Redemption with a procuratory of
 Resignation. In which case if the Reversion be not Incorporated in
 the body of the Wadset, the Redeemor must be Infeft upon a separ-
 ate grant by the Superior, and the Superior who grants the
 Resignation, may be deemed to Enter him either in a separate peti-
 torious action, or upon a conclusion against the Superior in the Decla-
 rator, if he was cited. If the Reversion be contained in the Body
 of the wadset, and so consented to by the Superior, he the Superior
 may be deemed in the Declarator to Infeft the Redeemor, Craig
 ibid Stair lib. 4 Tit. 5 § 3 Stuart answers to Dirlot Doubts
 Tit. Redemption heritable or Marcellable, Tit. Reduction to
 Tit. Receipt after Redemptions. But when an heritable right
 is reduced, the Reisin thereon falls, without necessity of the seizing
 the Redeemor. Vid. Infra pag. 1705. The Wadsetter will get letters
 of Horning upon the Instrument of Consignation, and Resignation,
 against the Consignatory for getting up his Money. Albeit there
 be no Instruction under the Consignatories hand of his having
 the Money: In respect the Instrument is Miniculated by the
 Reversion makes faith, till it be disproved by the Consignatories
 oath. Where the Money was put in the hands of a person named
 in the Reversion for that end, the Consigner is not bound to up-
 lift it from that person and produce it at the Bar, unless he had
 taken it up again after the Consignation, or that the Consig-
 natory having given no Receipt of the Money, deny the
 Consignation upon oath: In both which Cases the Redeemor
 must produce it with the Unquodent thereof since his up-lift-
 ing in the former Case, and from the Consignation in the
 latter.