

to it and might be subject there in as proprietor; consequently  
 had right to the Sum Consignee, as he would have right to the  
 price of lands sold by himself. But such Sum is Moveable  
 sua natura as to the Representatives of the Wadletter's heir against  
 whom the Declarator was obtained, and would pass to his Execu-  
 tors.

A Wadlet is voided by the deed of the Wadletter only, when he  
 requires payment of his money. In this Requisition the same  
 solemnities are used, as in premonition by the Reverser, to the Wad-  
 letter to take his money. See lib. 2. Tit. 10. § 2. 2. Therefore the  
 Requisition was not allowed for being made by a procurator to pass  
 to his Constituent, at a time when the Constituent was out of  
 the country; albeit the procurator was power to receive the  
 money. For was Requisition sustained where it mentioned  
 place for payment by Feb. 1628 Maxwell contra L. J. J. J. J. J.  
 Requisition by a procurator was not sustained to  
 indicate a charge of borrowing, in respect it mentioned no  
 production of the procurator, at the time, tho it was not  
 then called for 13 Novemb. 1622 L. Bass contra Marchmont  
 But in a more favourable case of a Requisition retained an heir  
 and Executor, the Lords sustained such a Requisition to make  
 a Sum Moveable, when it bore that the procuratory was suf-  
 ficiently known to the Notary, tho it mentioned not that  
 the procuratory was produced, more than that it was called  
 for 19 January 1669 Stuart contra Stuart. When it is proved  
 in a Wadlet, that the Requisition shall not loose the Infeffment.  
 Requisition will not make such a Sum Moveable. But the  
 creditors persisting to have the same in Liege Pouster, will  
 make it Moveable; because he can do no more for the effect  
 And it doth not alter the case, that the heritable security  
 continues: Seeing a Sum that is heritably secured may be  
 Moveable and fall to Executors, as by gone few duties. Yet  
 the Sum in such a Wadlet would remain heritable, tho  
 standing of a charge for payment thereof given by the Wad-  
 letter on death see Stuart's answers to Dirlet's Doubts in  
 Wadlet heritable or Moveable. A Wadletter may pass for  
 his Requisition either Directly by an express Declarator

Or Indirectly by Meeching with the Rents of the Wadlet lands for  
 terms. Subsequently to be the money is neither paid nor offered and  
 Consignee conform to the Requisition 29 January 1635 Hamilton  
 contra Wilson 14 Novemb. 1710 Rents of Auld, contra loss of Ey.  
 But cannot pass from it, after an offer and consignation by the  
 Reverser: Albeit the Reverser has used no redemption by pre-  
 monition and Declarator against him 25 July 1710 Fisher Esq.  
 Demanding the Reverser's Reversing the money as an evidence  
 of his acceptance of the Wadletter's Requisition and Intituled him  
 to the benefit thereof in the same manner, as a Wadletter's debt  
 Requiring the Reverser's deed of consignation induces the Reverser to  
 pass from his offer. Besides, there is this difference between  
 Reverser's passing from his premonition to the Wadletter to take  
 his money, and a Wadletter's Reversing after his offering pre-  
 monition and charging for payment: the one Wadletter hath no  
 prejudice by the Reverser's passing from his premonition; where  
 as it were highly prejudicial to the Reverser, if after he hath  
 raised money to satisfy the Wadletter's Requisition and charge,  
 he should be forced to report dead in his hands, and suffer  
 the Wadletter to enjoy the Rents of his estate. In like manner  
 the heir of the Debtor in an heritable bond being, upon  
 the Debtor's Requisition, offered and Consignee the money  
 without taking it up again, was Declared free of Annual  
 rent from the time of the Consignation; albeit he produced  
 not at the Consignation his right of Reversion or any title  
 in his person to the lands out of which the Infeffment  
 of Annual rent was granted: In respect the creditor's requir-  
 ing him to pay the money, was an advantage of his right  
 to the Reversion and to the lands 22 Novemb. 1687 Hadd  
 of Pittferri contra Haddel and his spouse. A Wadlet with  
 a Reverser was found not to be taken away by exception,  
 founded upon the Wadletter's unwarrantable Intromission  
 with the Rents of the Wadlet lands to the value of the  
 Sum in the Wadlet, against a singular Successor viz.  
 an Appriiser of the Wadlet 29 Novemb. 1671 Justice  
 contra Boyd. For tho the Lords have sustained the satisfaction