

The Lords in respect the contract 1672, restricted the comprising to a lesser sum; and in regard that the contract 1685 wadsets part of the comprised lands, redeemable for the sums in the comprising, and possession conform, both contracts being within the legal; and that the defender's purchase of the comprising was for the sum in the wadset, and not for a sum equivalent to the comprised lands; they repelled the defences, and found the comprising still redeemable.

Act. *Sir Walter Pringle.*

Alt. *Oliveston.*

Clerk. *Mackenzie.*

*Bruce, p. 127.*

No. 37.

1741. *December.* SINCLAIR against MURRAY.

Where one had acquired the reversion of a wadset, in so far as concerned a certain part of the lands, it was found that such partial purchaser could not redeem the wadset in part.

*Kilkerran, No. 1. p. 592.*

No. 38.

1747. *December 3.* GRAYS against BROWN.

David Gray, 14th March, 1672, wadset to Archibald Brown, flesher in Tra-nent, a tenement lying there, for 650 merks Scots, redeemable at any term of Lammas or Candlemas after Lammas then next to come, for payment of the principal, annual-rents and expenses; and the wadsetter, in the same deed, granted to the reverser a back-tack for 39 merks, the then interest of the wadset sum, with this provision, "That in case the said Archibald Brown and his foresaids should failzie in thankful payment of the said back-tack duty above written, and suffer two terms payment thereof to run in the third unsatisfied; that then, and in that case, that present back-tack should be extinct, void and null of itself, in such manner and form as if the same had never been made, given, or granted; and the said David Gray and his foresaids should have full ingress, access, and regress in and to the same lands, setting, raising, using, and disposing thereupon, without any declarator or further process of law, notwithstanding of any act or practick in the contrary; neither yet should the back-tack duty aforesaid be any ways restricted to any less than was above-mentioned, nor be affected with any public burden; and in case of declarator of nullity of the back-tack, should that present wadset be any ways restricted, nor be obliged to account with the said Archibald Brown or his foresaids; neither should the said David or his foresaids be obliged to grant any excrescence to them, or their assignees or creditors, during the not-redemption of the said lands, notwithstanding of any acts of Parliament, law or practick to the contrary; all benefit whereof, the said Archibald Brown and his foresaids had renounced, and thereby did renounce for ever."

No. 39.

A wadset was granted and a back-tack let thereof, stipulating, that if the duty was not paid, the wadsetter should enter on the possession, and declarator of failure of payment was obtained. The wadset-ter having taken possession, it was found that thenceforth the wadset was a proper one.