

At the best is not, but amounts only to an Exceptio temporis which may be Quarrelled upon Interruption. Nor was the suspender forced to Acquiesce in absolute Warrantie offered in Supplement of the progress. In respect that is only the Ground of a personal Action and might prove Ineffectual if the person obliged to Warrant should become Insolvent. But the Lords allowed to the Charge a time for making out a better progress 13 June 1676 Nairn contra Scrimgeour observe by Dirliton.

Sect. 2

Concerning Contracts of Exceambion.

Where one Gentleman hath a part of his estate lying Divor-  
: tique to and remote from his principal fortune; but adjacent to  
that of another, who hath also some part of his at a distance  
the bulk of his Estate; but near to that of the former; or when one  
of two landed Gentlemen is more in fancy with the other's lands than  
with his own: They fall upon Exchanging their lands either by Sep-  
: rate Dispositions to one another respectively; or by one contract of  
Exceambion, which is the shorter and more convenient way.  
A Contract of Exceambion, is a Mutual deed by which the parties  
Exchange lands for lands, and on both sides dispose to one  
another. If either of the lands, before Delivery of possession app-  
: to belong to a third party, the owner of the other may refuse  
Quite possession thereof; and if Evicted after delivery of possession  
of the other, the Contract becomes Void, and he from whom the  
lands taken in Exchange are Evicted, hath the right to require  
to what he gave in Exchange, which condition is Implied in  
the Contract of Exceambion, tho not Express, Craig. Reud. lib.  
: 1. tit. 4 § 4 in fin. Stair lib. 2. Tit. 3 § 50. This Recourse is Effectual  
not only to the party and his heirs, but also to his singular  
Successors, whether by voluntary or Judicial Rights Stair  
: lib. 1. § 1. If from whom Lands taken in Exchange are Evicted, may  
be preferred in the Recovery of what he gave in Exchange, even  
to singular Successors Justit. therein upon Rights from him  
who got it in Exchange, tho before the Eviction. For Contract  
of Exchange are Real of them selves 25 Novemb. 1623 &  
: Melross contra Ker. Stair ibid.

He who Erases Recovers, is not bound to Instruct other wise than  
by the Narrative of the Exceambion, that he had right at the date  
thereof to the lands Exceambied by him 19 July 1629 L. Ward's  
: contra de Chalcomie. It being presumed that he then delivered up  
his writs to the other party Stair ibid. In an Action of Recourse  
upon Eviction of Exceambied lands, no other person than the present  
: proprietor of the lands Exceambied, the cheffer of the Contract  
needs to be cited 19 July 1629 L. Ward's contra de Chalcomie Stair  
: ibid. see supra page

tit. 2

Of Redeemable Dispositions.

A Redeemable Disposition, is the conveyance of real right for  
a time, so as it may be redeemed or Recovered, and the Disposer may  
: enter again to his right upon certain conditions, as the payment  
of Money, or when the Redeemance was made.  
The right to recover what is so conveyed, is termed a Reversion  
: or power of Redemption, a Reversion, because being the subject  
to the thing bought return to the seller, which is called by the  
Doctors pactum de retro-veniendo. And the Reversion here spoken  
is not found in the Civil Law, the Nature and effects thereof are  
: no where else better Explained C. 2. de pacto. l. 1. § 1. & l. 2. § 1.  
It is to whom this power of Redemption belongs is called the  
: Reverser. The English Use two terms in place of power and Re-  
: verser, viz. A Reversion and Remainder. A Reversion is properly  
in favour of him from whom the conveyance of the thing is  
: proceeded; whereas a remainder is to any other person. A  
Reversion and Remainder are some times confounded and pro-  
: misciously used by them. I mean time they don't by the former  
Understand a right of Redemption, but a right of Succession  
: or Survivance. As to have the Reversion of an Estate, is to have  
Interest in the land when the possession falls, or when the present  
: Interest ceaseth. To have the Reversion of an office, is to have  
the Survivance of the  
: Reversions are either of Moveables, which are touch'd in a  
: nother place vide supra part 1 Book 1 Chap. 1 Tit. 4 Sect. 1  
§ 8. Or of lands. Reversions of lands are either legal or  
: Conventional. Legal Reversions are those Competent by the  
Effect.