

ibid Hope contra Henderson. A Disposition of lands anterior to  
 renunciation of these lands to be appraised, and Perfected by Charter and  
 Seisin after the Denunciation is preferable to the Comprising following  
 themon 11 July 1637 Robertson contra Brown and Where a bond  
 assigned to the Creditor Lawfull Creditor, who, after another Creditor  
 had Denounced the Bond to be Comprized, summoned the Debtor  
 in the Bond to make payment. The assigny (whose assignation was  
 prior to the Denunciation) the Intimated after it by the Summons  
 was preferred to the Comprizer whose Appraising was Completed  
 after Intimation of the assignation 2 March 1637. In the contra  
 Kephburn and Barclay. The Arrestment would be preferred to a  
 prior assignation Intimated after the Arrestment. The Superior  
 or a Judge therein the same case after Citation in the process of  
 adjudication, as if appraising were led and a Charge made  
 themon act 19 Par. 6 sess 3 Ch. 2. Which is not so to be done  
 there, as if the first step in an adjudication was equivalent to  
 a complete appraising: But only that the first step in an ad-  
 judication is preferable to the second step in an appraising, and  
 second in the former to a third in the latter, and so forth. See  
 observ. on d. act 19, unless the adjudger be in Delay to obtain  
 his Diligence, which would make him lose his preference  
 Feb. 1692 Kilyatrick of Clossburn contra Hunter Steir act  
 Feb. 2 & 53. Citation upon a summons of adjudication, will  
 not Carry by gone rents of the lands in the hands of tenants  
 to the prejudice of an Arrestor there of 1 Feb. 1687 Anderson  
 contra Prichtoin. If the Citation in an adjudication of an her-  
 table bond, be prior to an Arrestment of the said Bond, and  
 Decree of Adjudication prior to the Decree of forth coming  
 The adjudger is preferable to the Arrestor 26 June 1705.  
 Stuart of Gorrone contra Stuart

A Decree of Appraising or adjudication, carries a  
 right to the Lands or others appraised or adjudged, that a  
 voluntary Disposition would support; and hath the Effect of  
 assignation to any Right thereof not Requiring Infeffment  
 to Compleat it, as life-rent tacks, Reversions &c. without  
 necessity of Intimation 19 June 1635 Ryle contra Rume  
 Steir ibid § 15 & 16. Thus one having Appraised from his  
 Debtor the ground Right and property of Lands and all

other Right pertaining to him, was preferred to a posterior appraising of another Rent  
 out of these lands, that that was the only right the Common Debtor had 21 Novem. 1673  
 Fairholm contra Lord Kenyon and Countess of Leven 23 January 1674. A Debt contra  
 Steir. An Appraising carries the legal use of a former appraising, even tho' the second app-  
 = prizing proceeded upon a Denunciation anterior to the Denunciation of the first app-  
 = prizing, when it was not Extol and consequently void of legal use  
 = sion 18 Novem. 1674. Kincaid contra Fairholm. Because the Debtor was  
 then bound to the Common Debtor, and so not bound to the second appraising  
 an Appraising hath also the benefit of Infeffment taken upon the first  
 Effectual appraising within year and day thereof, but is not binding for 50 to  
 the heirs and assigns of all subsequent bonds, tho' not so the effect of a  
 preceding 18 March 1697. In the contra appraising, the Debtor's  
 assignations have no effect. See a petition of the Common Debtor 23 Feb. 1671  
 Steir. 51. In the contra appraising, the Debtor's assignations have no effect  
 Lord Killybegs contra Fairholm Steir. Feb. 22. 1697. In the contra appraising,  
 being within his right Lawfull Debtor's right, the Debtor's assignations  
 the Debtor's assignations, the Appraising is not void, but the Debtor's  
 lands, from which appraising proceeds, is not void, but the Debtor's  
 out of the Debt, making appraising, the Debtor's assignations have no effect  
 appraising. But in the contra appraising, the Debtor's assignations have no effect  
 the legal use of the Debtor's right, but it may be void, as in the contra  
 that is, the Debtor's right will have right, as the Debtor's right, in appraising  
 he cannot be bound, and the Debtor's assignations have no effect, but  
 of it after the Debtor's right, but it may be void, as in the contra appraising  
 having a bond, and a Debtor's assignations have no effect, but the Debtor's  
 Debtor's Debtor's right, but it may be void, as in the contra appraising  
 to become, but it is not void, as in the contra appraising, the Debtor's  
 by the Debtor's right, but it may be void, as in the contra appraising  
 charge cannot be high by a Debtor's assignations, but the Debtor's  
 the remedy of an Inhibition competent to him, and he may be charged  
 with should Inhibition against him to suffer appraising, and the Debtor's  
 who has Comprized from his Debtor an heritable bond, and the Debtor's  
 to charge the Debtor in the bond, and the Debtor's assignations have no effect  
 as March 1635 Rume contra Ryle. And it was found that the Debtor in the  
 bond from whom it was appraised, could not after the Appraising, and a  
 Discharge thereof to the Debtor, altho' the appraising was made in the  
 to the Debtor, nor he failed therein to put him in mala fide to pay to the  
 Creditor 25 March 1633 Inter Essem.

Some Appraisings or adjudications are complete rights without In-  
 feffment, as of Appraisings or adjudications of heritable bonds, heritable  
 offices, contracts of Wadset and the like, where upon no Infeffment had  
 followed, or need to be taken which appraisings want only to be allowed  
 and Recorded Stuart ibid. 27. Posterior appraisings or adjudications without year  
 and day of a former Completed by Infeffment, or a Charge against the Superior,  
 which Infeffment or Charge is profitable to them. And if a posterior appraising  
 be without year and day of the first, it carries right only to the Reversions or