

and Declarator of Redemption doth not transmit, but annul the apprais-
 ing Received. An adjudger cannot without consent of other adjudgers within
 year and day of him remove tenants, except he find fault for the Matter
 and duties to the Rest of the adjudgers so far as concerned their Interest
 Novemb. 1681. Haldray contra Bruce of Kennel. Yea one of his appraisers
 coming in pari passu having a great Interest, was not allowed to
 remove a tenant without consent of the other having a small Interest.
 Unless he offered a more solon tenant, or a sufficient tenant that
 would pay a greater Rent than the tenant to be removed; in which
 case the Interest of any person in re Communis could not without
 fraud hinder the Common advantage of all concerned 21 Decemb.
 1680 contra A first effectual appraising is such a Common
 right to all appraisers within year and day of it, and that the appraiser
 cannot pass from it without their Consent 28 January 1671 by G. W. contra
 Murray. Posterior appraisers or adjudgers coming in Equally with
 a first appraiser or adjudger must pay to him all Expenses of his
 execution of his Charge act 62 Par. 1 sess. Ch. 2. and keep him
 free of any share thereof 5 Feb. 1663 Grahame contra Ross 16 Janu.
 1680 Gordon contra Hunter. That is, the ordinary necessary Expenses
 of the Infestment; for they are not bound to satisfy Extraordinary
 Expenses, as for changing the holding of the land from single to bar-
 ward 20 Feb. 1683 L. Biorford contra Turner. Which Remuneration
 of the ordinary Expenses of executing the Infestment, is all the
 recompence the first effectual appraiser or adjudger had for his pain.
 None of several appraisers seek to come in pari passu with the first
 he must pay all the Expenses, and not pro rata of his sum only, Re-
 viving his Relief off the Rest when they pretend to the like benefit.
 McKenzie observ. on act 62. But Sir George Mackenzie (ibid) leave
 it as a doubt, whether that Concurring appraiser may force the first
 appraiser to Divide with him according to the proportion of their
 two sums only, without respect to the other appraisers who are
 seeking to come in?

~~It is to be noted that the first effectual appraiser or adjudger is to be preferred to all other appraisers or adjudgers coming in pari passu with him, and that the first effectual appraiser or adjudger is to be preferred to all other appraisers or adjudgers coming in pari passu with him, and that the first effectual appraiser or adjudger is to be preferred to all other appraisers or adjudgers coming in pari passu with him.~~

Appraisings or adjudications for Real Debts, as by gone
 Annualrents due by Infestment, feu duties &c. are carried back
 ad Inam Causam, and preferred according to the date of the Real

right act 62 Par. 1 sess. Ch. 2. Yea an annualrenter having used Requisition
 and approved for his principal sum and by gone Annualrents, was in a
 Competition of appraisers within year and day allowed to pass from the
 Requisition in Relation to the by gone Annualrents, and adhere to it as
 to the principal sum and Annualrents falling due after the appraising. So
 that he was preferred for payment of all Annualrents preceding the said
 appraising conform to the Date of his Infestment, and brought in pari
 passu with the Rest as to his principal sum and Annualrents
 Annualrents 22 Decemb. 1671 Campbell contra An Infestment
 of Annualrent upon which no appraising had been led, was preferred
 to a posterior appraising 29 January 1685 Hamilton contra Wilson.
 Which preference was sustained also where the Annualrenter had used
 Requisition of his principal sum to which the Annualrent was Recourse,
 and thereupon appraised. Seeing he might pro rata tempore pass from
 his appraising, and be preferred for his by gone Annualrents upon the
 Infestment of Annualrent 24 January 1663 Graham contra Galt.
 There arose a subtle Competition upon an Infestment of Annualrent
 Intervening betwixt the first effectual appraising and others within year
 and day thereof. The Annualrenter claimed to be preferred to all ap-
 praisers except the first, upon the priority of his Infestment. Because
 an appraising for the by gone Annualrents thereof would be preferable
 to all appraisers after the date of his Infestment. It was answered for the
 posterior appraisers. That they should be preferred to the Annualrenter,
 because they came in pari passu with the first appraiser, who is
 preferable to him, as if one appraising had been led for all. It was
 replied for the Annualrenter. That the Law brings in appraisers pari
 passu only in Competition with one another, where there is no Me-
 dium Impedimentum. But here the Infestment of Annualrent
 stands in the way to hinder the posterior appraisers to share with
 the first appraiser to the prejudice of the Intervening Annualrenter,
 unless we could suppose that the first appraising put the debtor
 under a legal Incapacity to secure any other of his Creditors, or
 dispose of any part of the Land appraised for year and day, which
 is absurd to suppose. Duplyed for the posterior appraisers. The
 privilege indulged by Law to appraisers within year and day of
 coming in Equally, would be evacuated, if the Debtor might in
 the Interim freely dispose or burden the lands appraised. Since by his
 throwing in such Medium Impediments, either all the posterior apprai-
 sers would be Excluded from sharing with the first, or, which is