

of every Intermediate Author; because that is *Sus tertij* to the other  
pretenders upon posterior rights flowing from that Author, and the  
present vassal if any Step of the process were wanting could Inseff  
himself as heir to the person last Inseff *Stair ibid.* But where one  
shews a *pro* from the Common Author by Returns or precepts of  
clare constat, and the other by Singular titles: These Singular titles,  
if recent must be Instructed, and if ancient must be administered  
by long possession, or common fame in the Vicinity, of the singular  
Successors being held and Reported heretofore *Stair ibid.*

The General rule of preference of rights perfected by Inseff  
ment, or Rights Equivalent to Inseffment as *Contulic* and *terre*, is  
prior tempore potior in jure *Stair ibid.* § 8. That in rights con-  
cerning Inseffment to complete them, the preference goes according  
to the date of the Registration of the Inseffment *13 Feb. 4 Par. 11. 11.*  
Because Inseffments are known from the Records, and the grant  
is a *pro* Directed by Inseffment, that any posterior Inseffment grant-  
ed by him is a non habente potestatem. And the a thing may be due  
to one by several obligations, it can be aid only in one Instance.  
Nor can he be Inseffed with the property till his author is Inseffed.  
Which priority is not only Acknowledged by days but even by the In-  
stances of three hours in the same day: for which reason *Sciffin*  
mentions the hour when taken. When two Inseffs bear date in one  
day, *Sciffin* Expressing the hour will be preferred to that which  
mentions only the day. The hour when *Sciffin* was taken can  
not be proved by oath of party or by the Notary and Witnesses,  
or by any other writ than the *Sciffin* itself *Stair ibid.* § 9.

The General rule of preferring Inseffments according to their  
priority, suffers many Exceptions, as 1<sup>o</sup> If there be any Nullity  
or essential defect in the *sciffin* it will have no effect in a Competition  
of Creditors: tho' it might be of force against the grantor to oblige  
him to Express a sufficient Inseffment. 2<sup>o</sup> Prescription by posses-  
sion upon an Inseffment is a good title for excluding other In-  
seffments the more ancient. 3<sup>o</sup> Posterior Inseffments for the  
Debts of a person Deceased in his proper estates, are preferred to  
Anterior Inseffments therein for his heird's debt: provided the Cre-  
ditors of the Deceased do Diligence against the Apparent heird  
the heird estate of the Debtor within three years after his death  
*12 24 Par. 1 Sec. 1 Ch. 2.* That is Complete Diligence by apprising  
or adjudication where upon Inseffment or Charge against the heird  
prior hath proceeded: for if Incomplete Diligence within the  
three years were sufficient that might keep the preference  
uncertain for 40 years *Stair lib. 4 Tit. 35 § 16. 4* No right

or Disposition granted by an Apparent heird of his predecessor's  
estate within a year of the predecessor's death, is Velled to the  
Judice of the predecessor's Creditors *12 24. A Creditor* having  
used due and real Diligence for apprising his Debtor of late by Deceit  
or citation upon others of apprising, or citation upon a firm man of  
adjudication, is preferred to a Voluntary Inseffment granted Incom-  
plete Diligence of the Creditor before the said apprising or adjudication  
is complete, tho' the Debtor be not Inseffed *12 24. 35 § 17 & 18.*  
5<sup>o</sup> A Voluntary right granted by a debtor to himself and his heird  
after he is charged with apprising, will be preferred to a Voluntary  
upon the heird's name *12 24. 35* tho' they ground of Inseff  
is a sufficient Inseffment of heird in name, as in *12 24. 35*  
writ of the party, but not in a singular Inseffment *12 24. 35*  
later of the same Voluntary right *12 24. 35* tho' the heird's name  
or in the name of the debtor, as in *12 24. 35* tho' the heird's name  
Creditors are heird, and heird's name is a sufficient Inseffment.  
may follow are heird's name as to their right to the sale of the  
*12 24. 35* tho' the heird's name is a sufficient Inseffment  
posterior Disposition in favour of the heird's name *12 24. 35*  
Receiver, the first perfected by Inseffment: *12 24. 35* tho' the heird's name  
may be a sufficient Inseffment, as in *12 24. 35* tho' the heird's name  
norme *12 24. 35* tho' the heird's name is a sufficient Inseffment  
and heird's name. But tho' the grantor of a Disposition of his name or heird's name  
could not by any right in their person exclude the Creditors, who  
were they were bound to Diligence: *12 24. 35* tho' the heird's name  
to an apprising upon a Disposition, and the Creditors of the Debtor  
the time apprising, to apply to the Debtor, tho' he could not Ex-  
clude them by any right in his person, in respect they were preferred  
his Debtor against whom the apprising was made, as in *12 24. 35*  
to him; without prejudice to the pursuer to Inseff against them upon  
the passive title by way of action as recorded 4 January 1712 *Wilson*  
contra *Shotts* because albeit a Comparing doth say, ad right  
that was in the Debtor's person at the time; and he and his heird's name  
tives are liable for the debt therein contained; yet they are not  
liable to warrant the apprising, nor tied up from excluding the  
same by preferable rights in their person. Again, a Creditor Inseff  
was preferred to another whose Inseffment was posterior, albeit  
the former was Correns Debendi with the Common Debtor, in a  
personal bond granted to the latter for the Debt contained in  
his Inseffment 28 June 1711 *Baird* contra *Morimer & Dunbar*.  
Because, tho' the Creditor by the first Inseffment was Debtor to the