in the Next day after a full Year, which Year is not Calculated by the
Number of days Reckoning 367 days to the Year and day but is Reckoned by
the Return of the day of the same Denomination in the Next Year: And
tho there May be More days in one Year, as in leap Year, then in Another
that allters not the Case for de Minimis non Curat lex. Thus one adju-
:dication upon the 30 July 1679 and another upon the 31 July 1680
were brought in pari passu as within Year and day of one and lies 26
January 1681 Lady Banjour contra Hamilton and others. By
Year and day here and in other parts of our law we Mean a full
Year, day being adjected to Year, that the year is Complete for Minor
the Debate of hours or Moments: And therefore dies Ante Inceptus Pro
:tur pro Completo 25 feb. 1680 & 7 June 1681 Waddel contra Mon
That Year and day is in effect a prorogation of the Legal as to Pos
:terior apprizers Medio tempore, and Runs from the date of the
Decreet of the first effectual apprizing or adjudication, and not
from the date of the Infeftment or Charge against the day
whereby it became effectual 4 July 1671 L. Balfour contra
:ngla. Because their coming in as if one apprizing had con
:ted for all, necessarly imports a Respect to the date of the De
:creet: and the Design of Bringing in such apprizers or ad
:judgers Equally is sufficiently answered by Reckoning from that
Further if the Diligence were the Rule an apprizer might
Come in Pari passu with one that apprized 20 years before him
and Claim a proportion of the Rents of all those years Anterior
to his Apprizing. The Law giving Equal favour to all apprizers
within Year and day of the first effectual apprizing &c. del 62
the Made in the Year 1661, Carried a Retro active effect till the
first of January 1662. But such Anterior apprizings were
brought in pari passu only from the date of the Statute, and
were not found obliged to Communicate preceding bona fide Ad
:missions to Apprizers within Year and day of their apprizing
7 January 1666 Grahame contra Browns. This Law was Extended
to adjudgers of an heretable bond not Clothed with Infeftment
26 June 1707 Stuart Contra Stuart. Because the it Relate Ex
:pressly to Apprizings that want to be Completed by Infeftment
:yet so far as it States an apprizing effectual by Infeftment or
Charge against the Superior, as the Rule and Measure of
preference, that Determines who should Come in Pari passu
the Statutory Clause is General Comprehending all apprizers
and Condequently adjudgers. A Wife who had adjudged upon
Contract of Marriage, not only for payment of bygone An
:nu-



nuities, but also in security of those that should happen to fall due
in time Coming during her life after the Respective terms of payment
was brought in pari passu for both with an adjudger for Liquid Sums
2 January 1684 Bruce contra Hepburne. An Apprizer within
Year and day of the first effectual one by Infeftment, was brought
in pari passu with a Singular Successor to the first effectual apprizi
:ing, after Expiring of the Legal thereof as well as before 23 June
1720 Barclay of Towie contra Creditors of Simon Fraser. Swapp
:rizer before January 1652 was found to Exclude all apprizers after
the said Month who had not Completed their Infeftment or
a charge, before his Infeftment or charge, that he was Infeft or
has Charged after January 1652 [illegible] 1656 Stone contra Credi
:tors of Kello. A second Apprizer that Sought was preferred to a Third Apprizer
:izer Infeft because the second was Infeft before the first
apprizer infeft, which Infeftment Was Sufficient to Give the second Apprizer
:ty the Colonel and Lieutenant as to the first apprizer by Interlocution
7 December 1709 Morton contra Bedford. Tho it be first effectual Ap
:prizing be extinguished by Discharge or Interlocution a third Apprizer
within Year and day of the second but not of the first will not come
in pari passu with the second upon Presence that the second lies
the fifth thro' the firsts being out of the Way 18 Decemb. 1672 Fred
contra E. Northesk & Innes 20 feb. 1691 Genants of Morton contra
E. Queensberry. Adjudications without Year and day of other were
not brought in pari passu, that it was Judged that was not
the first adjudger Legal as the second adjudger to pers he may Have
adjudged debito tempore: In Respect it was not certain Latter made
he would have adjudged within Year and day to the Land of the
papers 18 July 1688 Mipland contra Cockburn of that Ilk. Again,
a posterior apprizer purchasing a right to the first Apprizing, is not
obliged to Communicate the same to other Apprizers within Year
and day of his posterior Apprizing, but only to Communicate the said
Posterior apprizing act 22 Par. Jess. 3 Ch. 2 Tho he was under no
necessity to acquire the first Apprizing 9 Decemb. 1664 Petch contra
Williamson. But there was the Same also to a third apprizer by an
order of Redemption upon by a second apprizer against the first
apprizer within the legal [illegible] as the third [illegible] Apprizer might [illegible] both
During the Course of the second's legal and the second apprizer could
not pass from his order to the prejudice of the third apprizer 20 feb.
1679 Genants of Morton contra E. Queensberry. Because an order
and