Nomen Universitatis, except as to Bisson tiquous tenements and what
falls not under the General of parts and pertinents 21 July 1680 Ap-
prizers of the estate of Enoch Compeling. Adjudication of all lands
longing to a Debtor within a burgh where he lived, was sustained to
prefer the adjudger to another who without year and day adjudged the
tenements more specially by their bounding and Extent 11 July 1711 Ha
of Drumkilbo contra McLellan. An Apprizing being allowed and
Allowance Registred within 60 days of the date, is preferable to
prior apprizing not allowed and Recorded within that time, h
yet allowed and Recorded or Clothed with Infeftment before
ration of the allowance of the posterior apprizing act 31 Par. 1
Ch. 2 Stair lib. 3 Tit. 2 § 24. In like manner when Decreets of a
judication were allowed as apprizings, adjudication first allowed
would have been preferred to a prior adjudication Caeteris paribus
day Caeteris paribus, because an adjudication not Allowed, being
feited by a Charge against the Superior and Infeftment, was
to another adjudication some years posterior duly allowed and
corded 2 feb. 1714 Charters contra Young. An adjudication where
the abbreviate is not duely Recorded in the terms of act 31 Par. 1
Ch. 2 tho led within year and day of another adjudication where
abbreviate is duely Recorded, cannot be brought in pari passu
il 22 July 1720 Edmonston contra Thomson. Sir John Nisbet
Tit. Comprizing) States a question whether lands being comprized
a person having no right for the time, any Sub Superveniens to that
person will Accrue to the Apprizer? to which Sir James Stuart
(answers ibid.) is of opinion, that if the Debtor have no Colour of
to the lands apprized at the time of the first Apprizing a second ap-
izer after the Debtor acquired a true Right should be preferred. B
that if the debtor had any ground of right at the date of the first ap
prizing, after acquisitions are understood to accrue to the first apprizer.

An Apprizing or adjudication may be either Annulled or Restricted
ab initio, or Excluding infeft ex post facto.

An apprizing or adjudication may be declared null ab initio
want of any Essential Solemnity. Thus an Apprizing upon a bond
Registred in an Incompetent Judges Books is null Arg. 20 July
1678 Morris contra Orrock. An Apprizing led for a sum fully
paid, or for more than the Apprizer knew, or was supposed to have

Certainly

Certainly was owing is null 18 Novemb. 1624 Kindale contra Haly burton.
An Apprizing at the Instance of the Creditor in a bond, or led by him in an
assignee's Name to his own behoof, for the whole sums therein, albeit a part
thereof was paid, was found Reducible in totum 20 June 1698 col. contra
Falconer and Edmonston. A General adjudication of lands pronounced in absence
of the Debtor, for payment of the principale sum of money, interest and
Conventional penalty, and a fifth part more is void and null act. 26
Feb. 1684. An Expired apprizing was [illegible] Impugned Re-
gard the Execution of the letters bore not that there was Decree Delivery to the
party, but bore only that was personally apprehended and lawfully warned.
because the Message schedule had been delivered to the party, it could not come
forgeared, or know what sums he was to pay to the Creditor going to apprize
23 Novemb. 1661. and ors contra Verden. Albeit an inquest from the Men
are sworn as an Inquest in Apprizings, yet it has not power of nullity in an
Apprizing, that the Inquest [illegible] act 31 Par.
3 C. 2. Stands them to that Manner, act 26. 3 Jac. 2 § 30. An apprizing was
a special Charge to Pay her sums and the [illegible] Apprizer there
Neither called upon in the letters of Apprizing [illegible] in the Apprizing
because the Messenger who Executed the Letters Name was not in the apprizing
ing, and the Apprizing it self in the Execution of the letters of apprizing are here
Expressly that he the Messenger by Virtue of the said Letters did Charge the Debtor
heir to Enter to the lands in Question and that the same were so bounded and ap-
prized, which is more solemn than any separate Execution 15 January 1680 Brown
contra Nicol. Call a Decreet of apprizing an Execution or a Mere Executive
Diligence: because Messengers Apprize all that Claims Infeftment Exception in
apprizing more nor 30 year old was not allowed to be Received or Not prescription
of the letters or Exceptions of Apprizings: but the apprizer was found obliged
to Infeft the Debt Apprized for, the years of Prescription not being due to
run out 11 feb. 1681 Kennaway contra Crawfore. Apprizing for Debt payable
upon Requisition, not mentioning that Requisition was sist was sustai-
ned upon production of the Instrument 12 July 1671 Keys of Lincie contra
E. Southesk. Accumulating annualrents in a decreet of adjudication a Year
preceding the date of it was not sustained as a nullity or ground of Exclusion:
either where annualrents were only decerned from the date of the decreet, which
hindered any prejudice to the debtor 21 June 1705 Lady Innerleith contra Lady
of Cockburn and Lamertoun or where the decreet mentioned not from what
time the Accumulate sum should bear annualrent, being in such a Tacit
Runs only by law from the date of the Decreet 25 March 1707 Innes contra
E. Broadalbin 10 June 1709 Creditors of Old Wilkie contra Creditors of Young
Wilkie. A Current apprizing for the principal sum in a bond before the term
of payment thereof was sustained because it bore that if the terms annual
rent should run on unpaid, the whole principal and annualrent should
then