

No 19.

A discharge by the granter of a wadset, of all sums for all lands, was found not to take away the reversion, unless it were special; but that it comprehended all intrusions with the duties of the lands wadset.

1669. *January 21.* KEIR *against* BURN.

NEIL KEIR having wadset a tenement in Stirling to one Paton, who disposed his right to one Henderson, and Henderson transferred the same to Alexander Burn, with the burden of the reversion contained in the first wadset; wherein there being a back-tack for payment of the annualrent of the money lent upon the wadset, with a clause irritant in case of not payment, the said Alexander Burn did declare the back-tack to be void and null. This decret being quarrelled by reduction and declarator at the instance of Keir's heir, it was *alleged*, That the pursuer had granted a discharge to Henderson, who was Burn's author, of all debts and sums of money he could claim, and of all satisfaction he could crave, for all lands and tenements which pertained to his father, and whereunto he had right, and for all kindness, title, or interest which he had thereto; which discharge being *jus superveniens auctoris*, did accresce to Burn.—THE LORDS found, That the discharge being of the terms foresaid, could not extend to the reversion, wherewith Burn's right was burdened, not being relative to the reversion; and that it did only extend to the whole duties of the lands intruded with before the date of the discharge.

*Fol. Dic. v. I. p. 342. Gosford, MS. No 90. p. 32.*

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S E C T. V.

Whether General discharges comprehend Liferent Provisions.

1620. *June 17.* SWAN *against* FORREST.

FOUND, that an acquittance granted by a woman *stante matrimonio* of a moveable sum, and generally of the contract of marriage, could not be extended to that clause of the contract whereby the husband and the cautioner were obliged to employ the sum upon land or annualrent to the woman in conjunct-fee.

No 20.

*Fol. Dic. v. I. p. 342. Kerse, MS. fol. 65.*