

THE LORDS found the discharge, being in full of all demands, extended to the L. 400 ticket. The reason was, because both debts were of the same nature. No 6.

*Forbes, p. 19.*

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1714. July 30. COLONEL ERSKINE *against* LADY MARY COCHRANE.

No 7.

PARTIES who had submitted their differences, concerning a certain estate, were decreed by decree-arbitral to grant general discharges of all actions or claims competent to each other. The general discharge was understood to extend no further than concerned the particulars of the said estate.

*Fol. Dic. v. 1. p. 341. Forbes, MS.*

\* \* \* See this case No 49. p. 649.

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S E C T. II.

Whether General Discharges and Renunciations comprehend Heritable Debts.

1612. February 26. KER of Chipto *against* LAIRD of Mersington.

JAMES KER of Chipto pursued the Laird of Mersington, to pay to him an annual rent of nine bolls bear, of all the years since the year of God 1596, according to a bond made to him by Mersington, to infest him in nine bolls bear redeemable upon 300 merks. It was *alleged* by Mersington, That he should be asoizied, because in the year 1602 he had given to him an acquittance, written altogether with his own hand, granting the receipt of 1000 merks in complete payment of an obligation of 600 merks, written by Alexander Young; and of all sums, debts, reckonings, and counts, which he might crave of Mersington before the date thereof. It was *replied*, That the discharge of sums of money, counts and reckonings, would not comprehend an heritable bond, unless it had been expressly mentioned and discharged. THE LORDS, considering that the question was betwixt two gudebrothers, ordained the said James Ker to be examined *ex officio* upon the true cause of debts extending to 1000 merks owing and resting to him the time of the discharge; and declared, if he

No 8.

A general discharge of all sums of money, counts, and reckonings, presumed to comprehend an heritable bond.