

GENERAL DISCHARGES AND RENUNCIATIONS.

S E C T. I.

General clauses in Discharges presumed to comprehend
Personal Debts.1613. July 3. LADY BALMACHEWN *against* ALEXANDER WADDELL.

IN an action betwixt the Lady Balmachewn and Alexander Waddell, there being an exception proponed upon an unlawful discharge contained in a decree arbitral which discharged the Lady, it was found by the LORDS, that the said general discharge was as valid as if there had been a special discharge ; and so it behoved to exoner the Lady of Balmachewn her son, who was also called in the spuilzie ; but it was to be considered whether the action of spuilzie was intended before or after the said general discharge.

Fol. Dic. v. 1. p. 341. Kerse, MS. fol. 58.

No 1.
A general discharge in a decree arbitral, found to comprehend a process of spuilzie.

1636. February 24. LAWSON *against* L. ARDKINLASS.

ONE Lawson, as executor to his goodsire, pursuing the Laird of Ardkinlass for payment of 2000 merks, contained in a bond, made by the defender's father thereon, who producing a discharge granted by the donatar to the pursuer's goodsire's escheat, who was the creditor foresaid of this sum, without consent of this same pursuer, and subscribed by him, bearing, that they had discharged this same defender of this sum of 300 merks, and other 360 merks contained in two bonds, wherein the pursuer's goodsire was cautioner for the Laird of Ardkinlass, and which he had paid as cautioner for him, in the which discharge the said donatar, and the pursuer, besides the discharge of these two special sums,

No 2.
A general clause, discharging all action for payment of any debt or sum of money resting by contract, bond, decret, or otherwise, though subjoined to a discharge of small sums mentioned