

Claims for what soever Cause with an Exception of a particular obligation, was found not to extend to a contract for Discharging Lands, or procuring Dispositions thereof 19 Novemb. 1680 Dalgarney contra L. Folquhoun. But a general Clause in a discharge doth reach particulars of greater consequence than those expressly mentioned & all be of the same nature. Thus a discharge of a particular sum, with a general Clause in full of all Demands, discharges a greater than that particularly mentioned 24 Feb. 1636 Lindsay contra L. Ar. Dhillas 29 June 1703 Chappell contra Guynet. Discharges of ~~rents~~ Rents of Lands or Annual rents of Money or other termly payments, do ordinarily bear a general Clause discharging all proceedings and such a discharge e.g. of a years annuity and all years preceding, imports not a presumption, that the same was paid yearly when due, but that all was paid at the Date of the Discharge: Unless the Debtor instruct the particular times, when the respective payments were made 7 Feb. 1711 Carnegy contra Coupar of Loch-Abtain.

Some times a general Discharge is Inferred from several particular discharges. For three particular discharges of Rents or Annual rents of three years or terms immediately subsequent to one another, according as the payment is Annual or termly, infer a presumption of Law, that all preceding rents were satisfied. If the granter of the discharges had power to discharge, as Hope Maj. Prat. Tit. Clause irritant L. Wedderburn contra. M. M. Three consecutive Discharges were sustained to infer a presumption that proceedings were paid, tho' not granted to one and the same Person, but two to a father and one to his son and heir. 17 Feb. 1631. Williamson contra L. Balgillo. Seeing they are una persona in the sense of Law, and the Discharges were granted by one person having Rights to the rents discharged, who was excluded from Claiming bygone by his own Deed. But three consecutive discharges by father or Chamberlains operate only a presumption of payment of preceding years during their Commission Les loas Civiles & C. of Scotland. Liv. 4. Tit. Sect. 1. Art. 15. Stair lib. 1. Tit. 18. § 2. Thus three Discharges granted by a factor were found not to infer payment of all by gone 27 July 1664 Preston contra Scots Discharges of three subsequent Years rent granted to Tenants by Merchant who bought the same, do not work any presumption, that preceding years rents were satisfied, Hat. Prat. 26 March 1626

1626 Minister of Carstorphie contra Stair ibid. Because these Merchants had no power to discharge more rent than they bought or had right to. The presumption arising from three consecutive discharges was extended to absolve from a Decree obtained against a tackman for a former Years Rent 23 March 1631. Rosyth contra Wood. Seeing the Decree made it only appear to be a Debt, which the tack of self would have done, had there been nothing to object against the same. A Bond granted & executed by a Grantor and by the taker of him who there after obtained three consecutive Discharges, was therefore presumed to have been paid; the Bond having never been Erased for a long time 18 March 1634 Douglas contra Bothwell. Three consecutive Discharges work a presumption that all preceding rents were satisfied: Unless it appear by good proofs, that the arrears of former years are not satisfied. Juris prae. Forrens part 2. Const. Def. 3. For the presumption arising from so many discharges is not presumptio Juris et in re, but only presumptio Juris, which may be taken off by the Debtor, with that his proceedings were not satisfied. See 18 Feb. 1669 Lockburn ac Gillespie contra Stair and Tenants of Dunton Stair ibid. But not by his writ Acknowledging so much to be owing at such a time: which arrears would not withstanding such a writ, be presumed, satisfied from his granting thereafter three subsequent Discharges Stair ibid. One discharge for three years or terms doth not afford this presumption. Carpozoo. ibid. Def. 7. Stair ibid. McKenzie Ind. lib. 3. Tit. 1. A. Seeing this is mainly inferred from the Reiteration or Renewing of the Discharges without any Reservation. For were two discharges for two years or terms, and particular Receipts Making up the third 23 March 1631. Rosyth contra Wood. Or Partial Receipts more than three years Rent sustained to work this presumption, Stair ibid. McKenzie ibid. Again Each three consecutive Discharges must be in writ: for payment of three Years rent to one, without his mentioning any precedent Claim, offered to be proved by his oath, would not infer a presumption, that all proceedings were satisfied; Unless it were referred to his oath or prove scripto, that the same were Expressly satisfied or paid from 19 Feb. 1631. L. Moristonon contra Tenants of East Nisbet and ones Acknowledging upon oath