

Both the payment of three terms without saying that these terms were immediately subsequent to one another, doth not work this presumption 26 March 1622 Kennedy contra Durham Slairibid. The presumption of payment arising from three consecutive Discharges, has its effect even with regard to the rents of the Crown against those who are Trustees with the receipt of them l. 3 C. de Spochp. ~~Discharge~~ A Discharge must be granted by the Creditor in the obligation, or one having authority from him to Discharge. Therefore it was found that a sum payable to a man and his wife in life and to the children of the Marriage in fee, could hold Discharge by the husband without the wife 27 January 1680 Caddel contra Keith one who is only Substitutionary joint may Discharge the Debt 27 January 1687 Comonston contra Stevenson. A Discharge of Debt granted to the Debtor by his Creditor, upon a Caption for writt Debt, was not sustained to bind the Debtor at the Instance of the Donors of the Creditors Escheat, unless the Discharge were administered by Instructions that the Debt was truly paid conform to the Act of Parliament against collusion between Debtors and their Debtors 15 January 1679 Eransdown contra Kyle vid. Supra pag. 1048.

A Discharge granted to the principal Debtor doth free his portion v. but the former is not a discharge from his obligation by a discharge to the latter upon payment made by him, the wife Captiver concurs or acquiesce to it. For if he do not it is just to the principal Debtor to found upon the discharge, who, notwithstanding thereof, may be distressed by the Captiver having right by assignation from the Creditor 13 July 1675 Scrimzeor contra E. Northesk. Nor is a simple Discharge to one of more Correi Debendi v. g. Co-tutors, not bearing payment or satisfaction given by the party discharge, profitable to the rest except in so far as they were thereby excluded from Recourse against him 19 Decemb. 1662 Scaton contra L. Menzies.

One who had right to Land where in another stood in feoff and was in possession, having after Reversion commenced at his instance of that others Right, disposed to him his own, and there after disposed the same to a third person, who procured Infeoffment upon the Disposition: The prior disposition may be thought Discharge

Discharge of the Dependyng Action; but cannot hinder the Singular Successor by Infeoffment to raise a new Action. For would the Pursuers declaring, that he passes simpliciter from the Reduction, Infeoff Bar a Singular Successor from commencing a new Action: Because passing from Action, Judicially, doth discharge only the Instance, without transferring the right and registration of the same in the Register of Seigniors would not move the Matter Stuarth Answers to Dileto. Doulo Fide Meus habiles. but one who has several Years served for a Shire as their Commissioner to the Parliament, having writ to one of the Sheriff thus: I confess, in this never occasion to day or any part of this week, but I hope I have served the Shire faithfully, and burdened them with no Excesses upon the account of my representing the Shire: The Letter was found to report a full Discharge and Exemption to the whole Shire of the same, as well as in the letter was directed to, of a Commissioner was preceding the date of the Letter 18 June 1713 Burnel contra Heiritors of the Shire of Lincolne.

A Purchaser of Land who stands Debtor to the Seller by bond for the price having by the Sellers order paid to the Creditors some of the Debt affecting the purchase, and taken Receipts of the Money as received from the Seller: and after was retained from the Seller himself a discharge of a greater sum: and having farther proved by Witnesses, that he actually paid money or gave Security to the Creditors above mentioned in Lieu of their Receipts: These Receipts produced by the purchaser, were not presumed to be included in the Discharge granted by the Seller to the purchaser: but allowed of separate Articles of payment of the Debt in the bond, unless the Seller would prove by the purchaser's Oath, that they were included in the said Discharge; and notwithstanding the Narrative in the Receipts bearing the payments to be made with the Seller's Money, the same was found made out of the price of the Land due to him by the purchaser, if not redargued by the purchaser's Oath: Because the purchaser being Debtor to Seller for the price of the Land, he had proper Interest to discharge it of debts affecting the same conform to the Sellers Order. And had the Money been paid to the Creditors by the Seller himself or included in the Discharge granted by him to the purchaser, it cannot be thought that