

No. 103. notwithstanding a discharge being granted. This was expressly found in the case of Gordon of Gairty against Sutherland of Kinminity, 29th January, 1731, (See APPENDIX) and also in another case, 22d of February, 1706, Temple against Gairns, No. 8. p. 15355. In the present case, some superfluous words have been added in the discharge; yet as Mr. Ker is "assigned to the principal bond, hail strength and effect thereof," &c. it is plain the parties did not understand, that by the discharge the bond was to be extinguished. And although the creditor discharges not only Mr. Ker, but all others the representatives of the granter of the bond, these words can only mean, those who were at that time liable; and can never be construed to extend to the pursuer, a remote heir of entail, who was not then in being.

"The Lords repelled the reasons of reduction,"

Act. Lockhart.

Alt. Pat. Murray.

G. C.

Fac. Coll. No. 101. p. 180.

1794. February 5. MOIR against GRAHAM and Others.

No. 104.

Moir of Leckie, in the entail of his estate, bound the heirs to carry the name and arms of Moir of Leckie without addition, &c. There being no such arms matriculated in the Lion-office, the Lords found it was incumbent on the heirs of entail to obtain from the Lion-office arms of that description. *Fac. Coll.*

* * * This case is No. 99. p. 15537.

KINFAUNS.

No. 105.

In the case of Ewing against Miller, No. 51. p. 2308. reported by Lord Kilkerran, it is mentioned, that in the tailzie of Kinfauns the term *Daughter* was extended to grandchildren. See APPENDIX.

SECT. V.

Contravention.

1698. January 25. LADY LEE against LAIRD of LEE.

No. 106.

In a strict entail one of the limita-

Jean Howston, Lady Lee, pursues John Lockhart, now of Lee, and the Lady Stevenson, for the mails and duties of her jointure lands, in so far as may be ex-