

1745. *January 25.*Mr ROBERT YOUNG *against* ALEXANDER ERSKINE.

## No 33.

An obligation to pay a salary for a prestation, was found to cease when the prestation became impossible to be performed.

THE managers of the Episcopal Meeting-house at Montrose, having, by their letter addressed to Mr Robert Young, invited him to be their assistant minister, promising him a salary of L. 30 Sterling yearly, and to continue him in that station until he should be otherwise provided for in some ecclesiastical preferment, or by some fault of his, were lawfully removed. THE LORDS, 19th December 1744, " Found the managers were no longer bound than during the subsistence of the congregation." And, on a reclaiming bill and answers, they adhered.

It being disputed whether the congregation was actually dissolved, the managers made offer to give him up the house, and let him take his hazard of what voluntary encouragement he could get, the former income of the meeting-house having been vastly more than his salary.

THE LORDS sustained this offer, and the same was accepted of.

Act. *Williamson.*Alt. *Lockhart.*Clerk, *Kilpatrick.**D. Falc. v. I. p. 57.*1757. *July 6.*FRASER *against* KING'S ADVOCATE.

## No 34.

A BOND of pension granted to a person for life, and while he should continue to act faithfully as agent and doer for the granter, was found effectual, notwithstanding the granter's forfeiture for rebellion, when consequently he could no longer have occasion for an agent.

*Fac. Col.*

\*\*\* See this case, No 30. p. 4697.

1767. *July 31.*Mr ALEXANDER LOCKHART, Dean of Faculty, *against* The EARL of EGLINTON.

No 35.  
A gratuitous bond, bearing that it is a burden on a certain universal dispositive, falls by revocation of the universal disposition.

ALEXANDER, late Earl of Eglinton, upon the narrative that he had disposed his whole estates in favour of Katherine, Countess of Galloway, his eldest daughter, with power to burden, gifted and disposed to Alexander Lockhart, his grandson by another daughter, the sum of 10,000 merks, payable the first term after his decease, with which he burdened the Countess of Galloway, his universal dispositive. The deed reserves power to alter, and dispenses with delivery.