

No 22.

party suspending, that the pension bears, ' to be given to the Doctor, for serv-
 ' the cure of that kirk ;' and he being now transported to another charge, and
 that kirk served with another minister, the pension should cease, especially see-
 ing there is an express clause in the pension, whereby the defender accepts the
 same in satisfaction of all that he can crave of the Lo. Couper for his service ; the
 LORDS found not this reason relevant ; but found that the Lord Couper was
 debtor to the Doctor in the pension so long as he lived, albeit he served not the
 cure at that kirk, seeing the pension bearing, to be given as said is, for pains to
 be taken *in futuro*, which now ceased, was now found not to be the final cause,
 whereby the failzie would make it to cease, but was an impulsive cause only,
 which, although it held not, yet thereby the pension was not restricted to the
 time of his service, but was given expressly during his lifetime, and ought not
 to cease so long as he lived ; and so a pension given to a pensioner for his life-
 time, for services done and to be done, ceased not by not doing of service
 thereafter continually.

Act. *Nicolson et Neilson.*

Alt. —.

Clerk, *Gibson.**Fol. Dic. v. 1. p. 426. Durie, p. 441.*1661. December 3. MARJORY JAMIESON *against* RODERICK M'LEOD.

No 23.

MARJORY JAMIESON, relict of unquhile Mr John Alexander advocate, pur-
 sues Roderick M'Leod, for payment of a bond of pension, of 200 merks year-
 ly, granted to her husband, bearing, ' for service done and to be done.' The de-
 fender *alleged* the libel is not relevant, unless it were alleged that Mr John had
 done service constantly after granting of the pension, which the Lords re-
 pelled. The defender *alleged* further, That he offered him to prove, that Mr
 John did desist from his employment as advocate after the pension, and became
 town clerk of Aberdeen ; and the pension being granted to him who exercised
 the office of an advocate at that time, must be presumed for his service as ad-
 vocate.

' THE LORDS repelled this defence, in respect of the bond of pension, bear-
 ing, ' for services done and to be done,' generally.

*Fol. Dic. v. 1. p. 426. Stair, v. 1. p. 63.*1669. February 18. TRENCH *against* WATSON.

No 24.

A CURATOR having contracted a young woman his minor to a near
 relation of his own, binding himself to pay a tocher with her, and of the same
 date, taking a disposition to her whole effects ; this disposition, presumed to be