

1752. *June 30.*WILSON *against* BRYSSON.

A SOCIETY of Seceders, calling themselves the Associate Congregation, did contribute among themselves, and purchased a piece of ground, upon which they built a meeting-house. This house they disposed to one Wilson and one Baine, under a back-bond, declaring that the ground was purchased and the house built "for the behoof of Mr Adam Gib, ordained minister of said Associate Congregation by the Associate Presbytery, and his successors in office, and the members of said congregation, and obliging themselves to denude thereof in favour of any person or persons whom the said Mr Adam Gib and his successors, and the other members of the said Session and their successors, members of the said Associate Congregation, and the said contributors, shall, by a plurality of voices, nominate in a meeting to be called for that purpose, and intimated from the pulpit of the said congregation, at least ten days before the said meeting." In consequence of the power granted to the congregation by this back-bond, they made choice of other trustees, who pursued the said Wilson and Baine to denude.

The Lords found, That the Associate Congregation, being no body corporate, could not hold lands or tenements, either by themselves or trustees, nor could not sue or be sued; and therefore denied action to these new trustees against the old. This was contrary to the opinion of Lord Elchies, who thought that by this decision the rights of several other societies, such as the Musical Meeting in Edinburgh, were greatly affected.

This interlocutor adhered to November 15, and a like decision was said to have been given in the case of a lodge of freemasons pursuing an action.

1752. *July 14.*LOGAN *against* DRUMMOND.[Elch. No. 17, *Provision to Heirs.*]

AN aunt disposed to two nieces certain heritable and moveable subjects, "to them and the heirs of their body, and, failing of any of them by decease without heirs of their body, to the survivor of them two, and the heirs of her body; whom failing, to A. B., and his heirs and assignees whatsoever;" and with this farther limitation, "that it should not be in the power of the grantees, or either of them, to alter or prejudice the order of succession to the subjects generally and particularly before-mentioned."

One of these ladies entered into a post-nuptial contract of marriage, by which certain settlements were made by the husband upon her and the children that should be of the marriage, and she on her part made a general disposition *omnium bonorum* in favour of her husband. She died without heirs, and the question was, Whether by this disposition her share of the subjects given by the aunt was conveyed to the husband, in prejudice of the other sister?