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 LORD
 FALCONER
 v.
 LAWSON.

Lord FALCONER of Halkerton, - Appellant ;
 DAVID LAWSON, - - - Respondent.

House of Lords, 23d February 1778.

This case is similar to the case of the eight tenants, reported *ante* p. 373, which was reversed in the House of Lords, and remitted back to enquire on the facts by proof.

In the present case, the lease to the respondent bore to be for 57 years, “*in the option of the said David Lawson, and upon the provisions and conditions after-mentioned.*” The conditions aftermentioned were, that he should “*renounce at Lammas, before expiring of the first nineteen years of this present tack, or prorogue the same for three years, in the option of the said Lord Halkerton and the said David Lawson.*” The landlord gave notice of warning on expiry of the first 19 years, but to this the tenant did not consent, refused to remove, and contended that the option referred to in the lease was one which he alone fell to exercise, or in which his consent was necessary. In this case the Court, of this date, “*as-soilzied the defender (the respondent), and decerned.*”
 July 27, 1774.
 Feb. 21, 1775. Upon reclaiming petition they adhered.

Against these interlocutors the landlord brought the present appeal to the House of Lords.

Pleaded for the Appellant.—The term of duration of the lease was 57 years, and granted under the “*provisions and conditions aftermentioned.*” These conditions were, that the tenant should “*renounce at Lammas, before expiring of the first nineteen years of the tack or lease, or prorogue the same for three years, in the option of the said Lord Halkerton and the said David Lawson.*” This plainly imports that the tenant should be bound to remove at the end of nineteen years, or remain for three years longer ; that is, if the landlord insisted on his removing at the end of the first nineteen years, the tenant might, if he pleased, remain three years longer ; and if, on the other hand, the tenant insisted to surrender at that time, then the landlord might insist on his remaining three years longer.

Pleaded by the Respondent.—The respondent alone has the option of determining the lease. The disposing clause must govern, and it gives him that option, which makes the present case different from the other tenants. The clause, “*under the provisions and conditions aftermentioned,*” does not refer to the duration of the lease, or the option to be

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exercised, but to the several prestations under it, and the intention obviously was, that if the tenant chose to give up his lease at the end of the first 19 years, the landlord, on notice given him to that effect, was entitled to insist on his remaining three years longer.

HALDANE
v.
EARL
MARISCHALL.

After hearing counsel, it was

Ordered and adjudged that the interlocutors be *reversed*.

For the Appellant, *Al. Wedderburn, Al. Forrester, Gilb. Elliot.*

For the Respondent, *E. Thurlow, Henry Dundas.*

NOTE.—Not reported in the Court of Session. This case, it was alleged, was different from the former with the other tenants. In the former case, the option was general, of which either of the parties might take the benefit. The clauses were different. *There* the leases were granted “for three 19 years,” in the option of the said Lord Halkerton and the lessee. In the present case, the lease is made for 57 years, “in the option of the said David Lawson to renounce at Lammas, before the expiry of the first 19 years, or prorogue the same for three years, in the option of the said Lord Halkerton and the said David Lawson.”

From Court of Exchequer in Scotland.

GEORGE HALDANE, Esq. of Gleneagles, *Appellant;*
GEORGE late EARL MARISCHALL, *Respondent.*

House of Lords, 26th March 1778.

APPEAL—COMPETENCY—JURISDICTION.—Held that an appeal to the House of Lords is incompetent, from a sentence of the Court of Exchequer acting ministerially as a Board of Treasury, under the special directions of an Act of Parliament.

Under the act 4 Geo. I. c. 8, those persons who had suffered loss and damage, through burning or pillage during the Rebellion, and who had remained loyal, were entitled to lodge their claim with the Commissioners of Forfeited Estates, who, upon the same being proved and sustained, issued debentures for payment out of the proceeds of the sales of these estates.

Two debentures were issued by the Commissioners, in terms of the act, one bearing date 6th October 1722, for £2502. 5s. 4d. sterling, in favour of David Haldane, Esq., for himself, and in right of his brother, John Haldane, Esq. of Gleneagles, and the other claimants who had assigned over their claims to him on account of the burning of the vil-