

1778.

LORD FALCONER of Halkerton, . . . . . *Appellant* ;  
 DAVID LAWSON, . . . . . *Respondent*.

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LORD  
 FALCONER  
 v.  
 LAWSON.

House of Lords, 23d February 1778.

LEASE—AMBIGUOUS CLAUSE.—A clause in a lease of fifty-seven years, bound the tenant “to renounce at Lammas, before the  
 “ expiry of the first nineteen years, or prorogue the same for  
 “ three years, in the option of the said Lord Halkerton, and  
 “ the said David Lawson.” Held, in an action of removing brought against the tenant, that this did not import an option that might be exercised by the landlord alone. Reversed in the House of Lords, and held it an option which either landlord or tenant might use singly and alone.

This is a case similar in its nature to that reported *ante*, vol. ii., p. 373, with the same appellant.

The late Lord Falconer, in the year 1756, let on lease the farm of Whitesaugh, for the space of fifty-seven years, to the respondent, Lawson, upon the conditions after-mentioned. The tenant was taken bound to leave the houses in as good repair as he found them, “and to renounce at Lammas before  
 “ expiry 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 appellant, after Lord Falconer’s death, succeeded; and conceiving that he had an option to recall the lease, he brought the present action of removing for that purpose.

In defence, the respondent stated that the farm was let to the respondent for the term of fifty-seven years absolutely; and although the lease mentions an option of renouncing at the end of the first nineteen years, yet that option is evidently given to the tenant and not to the landlord; and it was not in the power of the latter to remove him, unless he consented and gave up possession.

The Lord Ordinary pronounced this interlocutor :—“ Finds Dec. 7, 1773.  
 “ that by the clause in the tack founded on, there was an  
 “ option stipulated to both master and tenant severally, there-  
 “ fore, repels the defences, and decerns against the defender,  
 “ David Lawson, conform to the conclusions of the libel.”  
 But, on reclaiming petition to the Court, the following inter-  
 locutor was pronounced :—“ The Lords having advised this July 27, 1774.  
 “ petition, with the answers thereto, they assoilzie the de-  
 “ fender and decern.”

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LORD  
FALCONER  
v.

LAWSON.

Feb. 21, 1775.

*Vide Journals*  
of the House  
of Lords.

Against this interlocutor Lord Halkerton presented a reclaiming petition, but the Court adhered.

Against this interlocutor the present appeal was brought to the House of Lords.

After hearing counsel,

It was ordered and adjudged that the interlocutor complained of be, and the same is hereby reversed.

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

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

1779.

GRAY  
v.  
DOUGLAS, &C.

ALEXANDER GRAY, W.S., . . . . . *Appellant;*

Messrs DOUGLAS, HERON, and Co., late }  
Bankers in Ayr, and GEORGE HOME, } *Respondents.*  
Esq., Factor for the Partners of the said }  
Company, . . . . . }

House of Lords, 10th May 1779.

**PARTNERSHIP—LIABILITY TO CONTRIBUTE FOR PAYMENT OF COMPANY DEBTS.**—Held the appellant liable to contribute his proportional share of the debt owing by the Company, he being a partner of the Company.

The appellant was an original partner of Douglas, Heron, and Co. He was of the committee named by the subscribers for regulating their plan of operations, and was present, either personally, or by proxy, at seven of the nine general meetings of the partners, which were held during the subsistence of the Company, as a banking society. He was, therefore, it was stated, in the full knowledge of the Company's transactions. The Company having become insolvent in June 1772, the question for determination was, Whether the appellant, in these circumstances, could decline paying his share, along with the other partners, of the money which it was necessary for each partner to contribute, in order to pay the debts of the Company?

The appellant had only paid up £200 of his subscribed capital of £500; and the present action was raised against him for the £300, and for an additional call of £200 to pay off the debts.