

No. 5.

WILLIAM TAYLOR, Appellant.—*Brougham*.JAMES KERR, Respondent.—*Jameson*.

*Bankrupt—Sequestration*.—An appeal dismissed against an order in a sequestration for choosing commissioners, after an appeal entered against a judgment awarding sequestration, which had in the meanwhile been affirmed.

March 9. 1824.

1ST DIVISION.

THE Court of Session having sequestered the estate of the appellant, as falling under the Bankrupt Act, he entered an appeal to the House of Lords; and the respondent, Kerr, having thereafter been appointed trustee, the Court authorized him to take possession of the estates in the meanwhile, in terms of the Bankrupt Statute, and granted warrant for holding a meeting of creditors to elect commissioners.\* Against this order the appellant entered another appeal, on the ground that, pending the other appeal, it ought not to be enforced. That appeal, however, was dismissed on the 26th of July 1822, (see ante, Vol. I. p. 254.); and in this appeal the House of Lords ‘ordered and adjudged, that the appeal be dismissed, and the interlocutor complained of affirmed, with L. 50 costs.’

DUTHIE—THOMAS,—Solicitors.

(Ap. Ca. No. 9.)

No. 6.

WILLIAM TAYLOR, Appellant.—*Brougham*.Colonel JOHN BOYLE, Respondent.—*Warren—Cameron*.

*Landlord and Tenant—Irritancy*.—Circumstances in which a judgment of the Court of Session, refusing a bill of suspension of a decree of irritancy of a lease by a Sheriff, was affirmed.

March 9. 1824.

2D DIVISION.

Bill-Chamber.

Lord Meadowbank.

IN the month of December 1814, Taylor obtained a lease for thirty years, from Whitsunday 1815, of the colliery of Shewalton, from the proprietor, Colonel Boyle, at the rent of L. 150 for the first year, and L. 300 for every subsequent year. By this lease it was stipulated, that ‘in the event of bankruptcy, or of a sequestration being awarded against the said William Taylor, or any of his heirs succeeding to the lease, the said Colonel John Boyle, and his foresaids, shall be entitled to enter into possession of the premises at the first term of Whitsunday or Martinmas thereafter, as if the lease had come to an end.’ There-

\* Not reported.