to have the houses valued, which he illegally resisted; and therefore, as it was entirely owing to himself that he had not obtained delivery of the keys, he could have no claim on that account.

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The House of Lords 'ordered and adjudged that the appeal 'be dismissed, and the interlocutors complained of affirmed, with 'L. 100 costs.'

Appellant's Authorities.—(1.) M'Dowall, December 17. 1760, (15,259.); Bell on Leases, p. 70. 188.

Respondent's Authorities.—(1.) Arbuthnot, February 5. 1772, (10,424.); Walpole, February 16. 1780, (15,249.); Bell, June 14. 1814, (F. C.)—(2.) Murray's Trustees, February 26. 1806; (No. 12. App. Tack.)

MEGGINSONS and POOLE—J. DUTHIE,—Solicitors.

(Ap. Ca. No. 11.)

No. 8.

WALTER FRANCIS, Duke of Buccleuch and Queensberry, and his Curators, Appellants.—*Sugden—Jeffrey.*

JOHN HYSLOP, Tenant in Halscar, and Sir JAMES MONTGOMERY, and Others, Executors of the late WILLIAM, Duke of Queensberry, Respondents.—*Moncreiff—Whigham.*

Bona Fides.—A tenant having acquired and possessed under a lease, granted in consideration of payment of a grassum and of the former rent, by an heir in possession under an entail prohibiting the granting of leases with evident diminution of the rental; and it having been the practice under that entail to grant such leases, and the opinion of lawyers and others that they were effectual; and one Division of the Court of Session having by repeated judgments found them lawful, and the majority of the whole Judges being of that opinion, but the House of Lords having found that the heir had no power to grant such leases;—Held, (affirming the judgment of the Court of Session), That the tenant was a bona fide possessor till the judgment of the House of Lords, and was not liable in violent profits prior to its date.

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2D DIVISION.
Lord Cringletie.

ON the 26th of December 1705, James Duke of Queensberry executed an entail of the lands and estates comprehended in the dukedom of Queensberry, together with various other lands and baronies, which was recorded in the Register of Tailzies, and sasine taken. By this deed it was declared, that it should not be lawful to the heirs of tailzie, nor 'to any of them, to

March 10. 1824. 'sell, wadset, or dispone any of the foresaid earldom, lands, 'baronies, offices, jurisdictions, patronages, and others foresaid, 'nor any part of the same, nor to grant infeftments of liferent 'or annualrent out of the same, nor to contract debts, nor do 'any other fact or deed whereby the same, or any part thereof, 'may be adjudged, apprized, or any ways evicted from them, or 'any of them, except so far as they are empowered in manner 'after-mentioned, nor to violate or alter the order of succession 'foresaid any manner of way whatsoever.' And it was further provided, that the heirs of tailzie 'shall not set tacks nor rentals 'of the said lands for any longer space than the setter's lifetime, 'or for nineteen years, and that without diminution of the rental, 'at the least at the just avail for the time, nor do no other fact 'or deed, civil or criminal, directly or indirectly, by treason or 'otherwise, in any sort, whereby the said tailzied lands and estate, 'or any part thereof, may be affected, apprized, adjudged, for-'faulted, or any manner of way evicted from the said heirs of 'tailzie, or this present tailzie, in order of succession, thereby 'prejudged, hurt, or changed.' These several prohibitions and conditions were fortified by clauses irritant and resolutive, in regular and effectual form; but there was no clause prohibiting the taking of grassums.

Duke James died in July 1711, and was succeeded by Duke Charles, who was then a minor. During his minority the estates were managed by his tutors and curators, the Earl of Glasgow, Murray of Philiphaugh, Douglas of Cavers, Douglas of Dornock, and Douglas of Kelhead; and by them fourteen of the farms were let, for which grassums were taken. Duke Charles came of age in 1719, and executed a commission in favour of the above persons for the management of his estates; and in the execution of it they granted 206 leases, for all of which they received grassums. In 1726 Duke Charles added to his commissioners Lord Haining, one of the Judges of the Court of Session; Sir John Clerk, a Baron of Exchequer; the Lord Register; and Charles Erskine of Barjarg, Solicitor-General, afterwards Lord Justice-Clerk; and by them likewise leases were granted for grassums. In 1734 and 1761 Lord Grange, Lord Shewalton, Lord-Advocate Miller, and Lord Eliock, were also nominated as commissioners; and by them also the taking of grassums was sanctioned.

In 1763 Duke Charles altered this system, conceiving it disadvantageous to the tenants, and let the farms at a rack-rent; but it did not appear that he considered that he was under any prohibition from taking grassums. Accordingly, in execut-

ing an entail of the estate of Tinwald, he introduced an express prohibition against grassums as being necessary for that purpose.

Duke Charles died in 1778, and was succeeded by Duke William, who, during the period of his possession, (which extended to upwards of 40 years), was in the practice of letting the lands at the former rents, and receiving grassums. Among other farms which he so let was that of Halscar, which had been possessed for a great many years by the ancestors of the respondent, Hyslop. In 1797 Hyslop obtained a lease of that farm, at a public roup, for 19 years, on payment of a grassum of L.28 and a rent of L.30, and he received a separate obligation from the Duke to renew it annually. In 1800 it was renewed, for 19 years, on payment of a grassum,—again in 1801 for a grassum,—and in 1803 a new one was granted, also for 19 years, but for which no grassum was paid.

Duke William died in December 1810, having left a deed of settlement, by which he appointed Sir James Montgomery, and others, to be his executors and trust-disponees. He was succeeded by Henry Duke of Buccleuch, who, on receiving payment of the rents, qualified the receipts with 'reserving to 'his Grace the right of reducing the lease, and barring any 'exception that might arise from the granting this receipt.' He died, however, in 1812, before completing titles to the estate, and was succeeded by his son Duke Charles William, who made up titles, and having notified his intention of disputing the validity of the leases, the tenants on the estates intimated to the executors of Duke William that they intended to claim relief and damages under their clauses of warrandice out of the executry. The executors thereupon filed a bill in Chancery, where the tenants lodged claims to the extent of upwards of L.460,000. An action of declarator was then instituted in October 1813 by the executors against the Duke, to have it found and declared, that Duke William had power by the entail to grant leases of the above nature, and that they were effectual. This was followed, in February 1814, by an action of reduction, at the instance of the Duke, of the whole leases, on the allegation that Duke William had no power to grant them, and concluding for decree of removal and payment of the yearly worth and value of the lands from and after the year 1811, being the period of his father's succession to the estate. The tenants, at the same time, raised an action of relief against the executors; and the Duke subsequently brought an action of damages also against the executors. It was then arranged, that the general

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The cases having come before Lord Craigie, and his Lordship having reported them, the Second Division, on the 7th March 1816, in the action of declarator repelled the defences, and decerned in terms of the libel; and in the action of reduction assoilzied the defender Hyslop.* Against these judgments the Duke of Buccleuch having appealed, and certain other cases between the same parties and also with the Earl of Wemyss, having been discussed at the same time, the House of Lords, on the 10th July 1817, 'ordered and adjudged, that the said cause be remitted 'back to the Court of Session in Scotland, to review generally 'the interlocutor complained of in the said appeal, with reference 'to all and each of the grounds upon which the appellant has alleged that the tack, to which this cause relates, ought to be reduced in a question between the appellant and the lessee, as such, 'after the Court shall have first reviewed the interlocutor complained of in the cause between the Duke of Buccleuch and Sir 'James Montgomery, and others, executors and trust-disponees 'of the late Duke of Queensberry, deceased, in pursuance of a 'remit to the said Court in the said cause, of even date herewith: 'And it is further ordered, that the Court to which this remit is 'made do require the opinion of the Judges of the other Division 'on the matters and questions of law in this case, in writing; which 'Judges of the other Division are so to give and communicate the 'same; and, after so reviewing the said interlocutor complained 'of, the said Court do and decern in this cause as may be just.'† On considering this remit, and the opinions of the Judges, the Court, on the 5th of February 1818, adhered to their former judgment.‡ The Duke again appealed, and the House of Lords, on the 12th July 1819, pronounced this judgment:—'It is ordered and adjudged, by the Lords spiritual and temporal in 'Parliament assembled, that the said interlocutor complained of 'in the said appeal be, and the same is hereby reversed: And 'the Lords find, that the late Duke of Queensberry had not

* See Fac. Coll. 1815—1819, No. 44. † See 5. Dow's Rep. p. 293.
‡ See Fac. Coll. No. 151.

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'power, by the deed of entail founded upon by the parties in 'this cause, to grant the tack in question in this cause, the same 'having been granted upon the surrender or renunciation of a 'former tack then unexpired, and which former tack had been 'granted by the Duke at the same rent, and also for a sum or 'price received by him; and the said tack in question, therefore, 'having been granted partly in consideration of the rent reserved 'thereby, and partly in consideration of a price or sum before 'paid to the said Duke himself, and of the renunciation of the 'said former tack: And find, therefore, that this tack of the 30th 'December 1803 ought to be considered, in this question with 'Hyslop, as let with diminution of rental, and not for the just 'avail: And it is further ordered, that, with this finding, the 'cause be remitted back to the Court of Session in Scotland, to 'do therein as is just and consistent with this finding.'

As this judgment did not actually reduce the leases, it was proposed on the part of the tenants to purge the irritancy at the Bar. But the Court, on the 29th February 1820, repelled that plea, assoilzied from the declarator, and decerned in the reduction; and to this judgment they adhered on the 6th of July 1820.* The case having then been remitted to the Lord Ordinary, to proceed in the remaining parts of the case, his Lordship, on the 11th of July, ordained the defender, Hyslop, 'to flit and remove 'from the possession of the subjects in question, at the terms 'following, viz. From the arable land at the separation of the 'present crop from the ground; and from the houses, yards, and 'grass, at the term of Whitsunday next, 1821; and decerns and 'declares accordingly; and, quoad the other conclusions of the 'libel, before answer, ordains the pursuers to give in a conde-'scendence of their claim of damages, and other conclusions of 'the libel.' In the meanwhile, an appeal had been entered against the judgment refusing to admit of purgation, but the House of Lords, on the 2d of July 1821, affirmed that judgment.† Duke Charles William having died, he was succeeded by Duke Walter Francis, who with his curators were sisted in his place.

When the case returned to the Court of Session, the Duke lodged a condescendence, claiming L.130 per annum as the yearly worth and value of the lands of Halscar, from and after 1811. Appearance was made in the reduction by the executors; and this demand was resisted by them and by Hyslop, on the

* See Fac. Coll. No. 49. 1819—1822.

† See ante, Vol. I. p. 59.

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ground that they were not liable for any thing farther than the rents stipulated in the lease, in respect of bona fides, which it was maintained did not come to an end till the 2d July 1821, when the judgment refusing to admit purgation was affirmed; or at all events till 12th July 1819, when the interlocutors of the Court of Session were reversed, and it was found that Duke William had no power to grant the lease. On hearing parties, Lord Cringletie found, 'That the defender, John Hyslop, ought to be considered 'as having possessed his farm on a lease which he was in bona 'fide to consider to be legal and valid until the judgment of the 'House of Lords in July 1819; but that, after that period, he 'having been certiorated by said judgment that his lease could 'not be sustained as it thus stood, although it was not finally re'duced till a later period, he was a mala fide possessor in virtue 'of said lease; and, therefore, is liable for such rent as the farm 'possessed by him could reasonably enable a tenant to pay, from 'and after Martinmas in the said year 1819; and appointed the 'pursuers to put in a condescendence, in terms of the Act of 'Sederunt, specifying the rent which they claim; and, quoad 'ultra, assoilzied the said defender from the demand of violent 'profits.' And to this interlocutor he adhered, by refusing a representation, for the reasons expressed in the following note:—'Of all the cases that ever came into this Court, the present ap'pears to the Lord Ordinary that about which there can be the 'least doubt. The noble pursuer admits that bona fides protects 'from accounting for fructus perceptos et consumptos; so that 'the general principle of law is admitted. Now, it is notorious 'that these Queensberry cases are the first instance wherein the 'generally received opinion has been declared erroneous, that 'taking grassums is illegal when lands are entailed in the man'ner that occurs in the Queensberry estate. The Lord Ordinary 'always considered that opinion to be erroneous; but his was 'singular. The judgment of the Court and the opinion of law'yers were opposed to his. The late William Duke of Queens'berry and his tenants were guided by the received law of the 'country; and this was fortified by a judgment of the Second 'Division, assoilzieing Hyslop, and so promulgating that the ad'vice on which he had acted in taking his lease was sound. It 'is therefore impossible for the Lord Ordinary to doubt, that, in 'this case, bona fides in Mr Hyslop ought to be presumed, until 'the judgment of the House of Peers undeceived him. That era 'the Lord Ordinary assumed as the period when bona fides must 'have been at an end; for although the lease was not set aside

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'by the judgment in July 1819, principles were then established 'which must have satisfied him, and every other person, that the 'lease, such as it was, could not be sustained. As to the argu'ments, that the executors of William Duke of Queensberry are 'bound to relieve Hyslop, and therefore that he is liable for 'violent profits before his bona fides was interrupted, the Lord 'Ordinary can pay no regard to it. Mr Hyslop, if he be en'titled to the privileges of a bona fide possessor, must enjoy them, 'and is not to be liable to pay and seek his relief. This privi'lege is exemption from repeating the fruits he has reaped and 'consumed, and to leave the noble Duke to recover them, if he 'can, elsewhere.'

The Duke having reclaimed,—

Lord Glenlee observed:—The situation of a tenant is favourable in law, and violent profits are not due, except where the tenant has been duly warned, and knows that his possession is contrary to law. In this case there is nothing to take it out of the general principle. There is no appearance of any such fraud against the entail as to render the tenants liable on that ground; and I am not aware of any case where the tenant's right has been challenged, in consequence of a defect in his author's title, in which he has been subjected in violent profits, till the defect in that title has been made apparent.

Lord Robertson.—It is a sufficient defence if the fruits have been bona fide percepti et consumpti. Bona fides must rest on a reasonable ground, and continues till that is taken away. The time at which it will be held to terminate, must depend on the circumstances of each case; in some cases it will terminate by litiscontestation, and in others only by decree. In the present case there was every thing to create bona fides. It was the constant practice on the Queensberry estates to let leases for grassums; and this was done under the authority of learned lawyers, who never thought that such leases were contrary to the entail. The same practice was followed under similar entails; and this tenant's father and grandfather held leases granted like his own, for grassums, and which were never objected to. It is impossible, therefore, to conceive a stronger case for constituting bona fides. So far from this bona fides being removed by citation or litiscontestation, or any of the proceedings in this Court, it must have been confirmed, because this Court sustained the leases as effectual. The tenant, therefore, must be held to have been in bona fide till the judgment in the House of Lords on the 12th of July 1819, which, by laying down prin-

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Lord Bannatyne.—The tenants must be considered to have been in bona fide till the judgment of the House of Lords in 1819.

Lord Craigie.—The present petitioner is an heir of entail, and has no title to demand the violent profits prior to the date of his own succession to the estates. The leases might have been set aside on the ground of fraud, independent altogether of the objection of grassums; and if that view of the case had been sanctioned by the House of Lords, then I would have held the tenants to have been in mala fide. But the House of Lords decided, that the leases were reducible in consequence merely of want of power on the part of Duke William; and I am clear, therefore, that the tenants can only be liable from the date of that judgment.

Lord Justice-Clerk.—Whatever my private opinion may be, I must hold the judgment of the House of Lords as containing a correct explication of the law of the case, and full effect must be given to it. There is not the slightest ground for demanding the violent profits since the death of Duke William; and I am equally clear that they are not due from citation or litiscontestation, because, at the time of the challenge, the opinion, both of lawyers and others, was in favour of the leases. It was also the universal practice under the entail, even when the estates were managed by Judges and lawyers, to take grassums. Accordingly, this Court unanimously sustained the leases, and, on a remit from the House of Lords, we adhered. It is impossible, therefore, that, up till this period, any doubt could have been created in the mind of the tenants, and consequently they must have remained in bona fide. But the judgment of the House of Lords must have had an opposite effect, and therefore I think, that the violent profits are due from the date of it.

The Court, therefore, on the 13th of November 1822, adhered.*

His Grace then appealed to the House of Lords, and contended that the judgment ought to be reversed, for these reasons:—

1. Because Hyslop had occupied and maintained possession of his farm since the death of Duke William, under colour of a

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* See 2. Shaw and Dunlop, No. 5.

tack which had been reduced as null and void, and so had unwarrantably excluded the appellant and his predecessors from the enjoyment of the farm for a period of eleven years, whereby they had sustained a great pecuniary loss.

2. Because the illegal possessor of that which belongs to another, and which that other is entitled to, and ought to have been in the full enjoyment of, is bound to make full restitution of those fruits of which the true owner has been thus deprived.

In support of this proposition it was maintained, that, in considering the question of bona fides, there was an established distinction between possession under a title void and null in itself, and possession under a title which was only voidable. In the latter case, a plea of bona fides was more easily entertained than in the former, because the possessor could not be presumed to be aware of the defective nature of his title till it was set aside, whereas in the former he was bound to know that it was no title at all. But here the leases were granted by the late Duke of Queensberry in the character of an heir of entail, and in reference to his titles and powers as such; and therefore those taking leases from him were bound to look to those titles, and to ascertain the powers bestowed upon him. By a judgment, however, of the House of Lords it had been declared, that the Duke had no power under his titles to grant the leases in question,—a circumstance which was established, not by extrinsic evidence, but by a reference to the entail and the leases themselves; and consequently these leases must be regarded as having been in themselves null and void, so that the tenants had no title to the possession, and stood in the situation of violent possessors. To this it was no answer to say, that the judgment had ultimately proceeded on a point of law which lawyers and Judges in Scotland had believed was not well founded; because, the law having been ascertained, must be held to have been all along in existence; and the maxim was universal, that ignorantia juris neminem excusat. If so, then there was no ground of distinction between the periods of possession anterior and subsequent to the judgment of the House of Lords in July 1819; and indeed the tenants had been certiorated in 1811, by the reservation in the receipts, that there was an intention to reduce their leases.

3. Because the hardship which usually attends a complete restitution of the fruits of a subject possessed and consumed in bona fide, did not exist here, seeing that the tenants had complete means of relief out of the funds of the late Duke of Queensberry; whereas, on the other hand, a grievous hardship would

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be suffered by the appellant, who, together with his predecessors, had been kept out of possession by a long and obstinate litigation supported by means of the funds of Duke William. And,

4. Because, although the decisions of the Court of Session did not exhibit any uniform course of practice, and did not appear to fix any certain rule by which cases like the present were to be determined, yet, in several of their later decisions, the Judges had recognized the principle for which the appellant contended, and that it had also been sanctioned by the House of Lords in the case of Agnew. In the present case, the appellant was not insisting in any penal conclusion, or demanding violent profits, but was merely requiring payment of that which persons of skill considered to be the fair rent of the subjects.

On the other hand, it was contended by Hyslop and the executors,—

1. That possession bona fide was a good defence, not merely in equity but in law, against a claim for restitution of fruits perceptos et consumptos. In support of this plea it was maintained, that the principle of bona fide possession did not proceed upon the mere idea of there being a hardship in calling upon the possessor to pay what he had reaped and consumed, but on the principle, that, if he believed, and had conscientious and colourable grounds upon which to form a judgment, that his right was valid and effectual, then the fruits became by operation of law his own property; that the law of Scotland did not require, as the Roman law did, that the fruits should be actually consumed, it being sufficient that they had been reaped and mingled with the other estate of the possessor; and therefore the circumstance of means of relief existing was utterly irrelevant. But, besides, the right of relief was denied and resisted, so that if the tenants had a good defence on their bona fides, they could not be compelled to pay and then seek relief, and the utmost which the appellant could demand was an assignation to that claim of relief.

2. That by the judgment of the House of Lords, the leases had been found to be ineffectual, not on the ground of fraud or collusion, but in respect that Duke William had not power under the entail to grant the leases. Prior to this judgment, it had been the opinion of a great majority of the Judges in the Court of Session, of lawyers in Scotland, and of the country in general, that it was quite competent for an heir of entail, in the situation of Duke William, to grant leases for grassums, provided he did not diminish the rent; that, accordingly, the commissioners of the first heir of entail, (who were lawyers of the first reputation), and Duke William, under the best advice which he could

obtain, had uniformly taken grassums; and that such leases were so completely understood to be legal, that almost all the farms on the estate had been possessed by the ancestors of the present tenants, without a shadow of doubt crossing their minds as to their validity; and on the faith of their being effectual, numerous securities had been granted, and family settlements executed and acted upon. And,

3. That if Hyslop and the other tenants were in bona fide at the period when the action was brought, their bona fides, so far from being weakened, was confirmed by the judgments which were pronounced in the cause, and the opinions which were delivered on the Bench; and, therefore, they could not be subjected in more than the rents specified in their leases, prior to the date of the judgment of the House of Lords in July 1819.

In the course of the hearing at the Bar,

The Lord Chancellor observed, in reference to the plea that the tenants had the means of relief,—It can make no difference in this case, whether Duke William left one pound or a million. How could the tenants know what he might leave? He might have gambled it all in a race at Newmarket; therefore you need say nothing of the funds.

On the case of Agnew being referred to by Mr Sugden, his Lordship said,—Do not mention that case as an authority in this. The part of the judgment founded on has been struck out by the House; and although I am decidedly of opinion, that the House can judge of the whole conclusions of a summons, when the cause is brought here by an appeal, though only on one conclusion, yet in that case the House did not intend to give judgment on that point. The judgment, before being signed, was in the hands of the agents for a fortnight to make their remarks, yet not a whisper was heard on this point at that time. The fault, therefore, does not lie with those whose duty it is to draw up the judgments of this House. Lord Redesdale spoke strongly to the same effect.

Again, the *Lord Chancellor* asked Mr Sugden,—Do you put your case upon the circumstances, or upon the effect of citation, or litiscontestation?

Mr Sugden.—Upon the circumstances, certainly.

Lord Chancellor.—I understand that, in England, the citation would be enough, and in equity it would be so found. A party must hold that to be the law, and the law cannot be mistaken. But, in Scotland, all at the Bar are agreed, that it is the circumstances of the whole case, and that the citation does not of necessity entitle to recourse from that date.

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The House of Lords ordered and adjudged, that the appeal be dismissed, and the interlocutors complained of affirmed.*

Appellant's Authorities.—2. Ersk. 1. 25.; 1. Bank. 8. 12.; 1. Stair, 7. 12.; Oliphant, Nov. 30. 1790, (1721.); Wedgewood, June 13. 1820, (not rep.); Duke of Athol, June 20. 1822, (1. Shaw and Dunlop, No. 560.); Agnew, July 1822, (ante, Vol. I. p. 320. and 413.); Jackson, July 5. 1811, (F. C.); 4. Stair, 29. 2.

Respondent's Authorities.—Dig. t. 16. l. 109.; 1. Stair, 7. 12.; 2. Stair, 12.; 2. Stair, 2. 24.; 2. Ersk. 1. 29.; 1. Bank. 8. 12.; 2. Ersk. 1. 25.; Buchanan's Rep. p. 470.; Bonny, July 30. 1760, (1728.); Grant, Feb. 9. 1765, (1760.); Lawrie, June 21. 1769, (1764.); Bowman, June 11. 1806, (No. 4. App. Bon. et Mal. Fides); Jackson, July 5. 1811, (F. C.); Duke of Roxburgh, Feb. 17. 1815, (F. C.); Turner, March 30. 1820, (F. C.)

SPOTTISWOODE and ROBERTSON—J. CHALMER,—Solicitors.

(Ap. Ca. No. 13.*)*†

No. 9. WALTER FRANCIS Duke of Buccleuch and Queensberry, and his Curators, Appellants.—*Sugden—Jeffrey.*

Sir JAMES MONTGOMERY, and Others, Executors and Trustees of WILLIAM Duke of Queensberry, Respondents.—*D. of F. Cranstoun—Moncreiff.*

Entail—Reparation.—An heir in possession under an entail prohibiting the granting of leases with evident diminution of the rental, having let the lands on payment of grassums, and for the former rents; and it having been found by the House of Lords,—contrary to the opinion of the majority of the Judges in the Court of Session, and contrary to what had been the practice under the above and similar entails,—that the heir had no power to grant such leases; and no declarator of irritancy having been brought against the heir during his life, but an action of damages having been instituted after his death against his representatives;—Held, (affirming the judgment of the Court of Session, with a qualification), That the representatives were not liable in damages.

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2D DIVISION.
Lord Cringletie.

AFTER the actions of declarator and reduction, noticed in the preceding case, had been brought, and were in dependence, the late Charles Duke of Buccleuch and Queensberry, the father of the appellant, instituted an action against the executors and trustees of the late William Duke of Queensberry, in which, after reciting the provisions of the entail, he set forth, 'That, notwithstanding the prohibitions contained in the

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* See the Lord Chancellor's Speech, post, p. 84.

† This and the five following Cases are reported, not in the order in which the papers are bound up in the Collection in the Advocates' Library, but in that in which they are referred to in the Lord Chancellor's Speech.