

The King is not bound by estoppel: *Vin. Abr., Estop.*, 432; *The Queen v. Delme*, 10 *Mod.* 200.

The government "does not undertake to guarantee to any person the fidelity of any of its officers, or agents whom it employs:" *Story on Agency*, sec. 319. Nor may the government, under guise of a breach of an implied contract, be made responsible for laches of its officers for which it would not be directly liable as for breach of duty tortious in character: *Gibbons v. United States*, 8 *Wallace* 269, 274; *United States v. Kirkpatrick*, 9 *Wheat.* 720, 735; *Seymour v. Van Slyck*, 8 *Wend.* 403, 422.

"Even in regard to matters connected with the cause of action relied on by the United States, the government is not responsible for the laches, however gross, of its officers:" *Nichols v. United States*, 7 *Wallace* 122.

It is a standing maxim of English law that in the King there can be no laches: *Black Com.*, vol. 1, p. 247. For the same reason negligence is not imputable to him.

"This doctrine is indeed not confined to an exoneration of the Crown from liability for the torts of its agents and servants, but is carried so far as to exonerate the Crown or government from the non-performance of contractual obligations which, in the case of private persons, would be fatal to their rights, when such non-performance or negligence consists in the omissions of public officers to perform their duties:" per *Strong, J.*, in *The Queen v. McFarlane*, 7 *S. C. R.* at p. 242. "In the case of contracts, they are to be construed as though they contained an exception of the Crown for liability in respect of any wrongful or negligent breach by its servants:" per *Strong, J.*, in *The Queen v. McLeod*, 8 *S. C. R.* p. 28. "If Her Majesty could not be made liable in tort for the negligence of the persons who caused the injury to the suppliant of which he complains, it is impossible that she should become liable from the fact that the negligence which is said to have caused the injury is alleged to be in breach of a duty arising out of a contract:" per *Gwynne, J.*, *S.C.*, at p. 66. See, too, *Black v. The Queen*, 29 *S. C. R.* 693, 699. . . .

[*Cook v. United States*, 91 *U. S.* 309, and *United States v. Barker*, 12 *Wheat.* 559, referred to.]

In England the Crown, holding a bill of exchange seized under an extent before it is due, is said to be not chargeable with the neglect of its officer to give notice of dishonour: *West on Extents*, pp. 26, 29; *Byles on Bills*, 15th ed., p. 290.