

or prevent the instrument from being a valid cheque within the meaning of the Bills of Exchange Act. The judgment of Ivory, J., in favour of the plaintiff was therefore affirmed.

CROWN—PREROGATIVE—SERVANTS OF THE CROWN—EXEMPTION FROM LIABILITY TO SUIT—INCORPORATION OF SERVANTS OF CROWN—AGREEMENT FOR TENANCY—BREACH OF CONTRACT—NUISANCE.

*Roper v. The Commissioners of His Majesty's Works* (1915) 1 K.B. 45. This was an action against the defendants, an incorporated body, as Commissioners of H. M. Board of Works. The defendants were lessees of certain premises of the plaintiff subject to certain terms *inter alia* that the defendants would not carry on any noisy business or occupation, nor permit or suffer any nuisance to arise or continue on the premises, and would keep the premises in repair. The plaintiffs claimed that in breach of the agreement the defendants had used the premises and suffered them to be used by loafers, and had under-let the premises to labour unions, which by reason of the congregation of men about the place created a nuisance, and that the defendants had also suffered the premises to be injured and destroyed. The plaintiffs claimed possession, damages for not repairing, and for the alleged nuisance, and mesne profits, or alternatively for an injunction restraining the defendants from using the premises contrary to the agreement, or permitting waste and destruction thereon. The defendants claimed as servants of the Crown to be exempt from liability to suit, for the alleged tort, notwithstanding they were incorporated, and this preliminary point of law was the subject of the present decision. Shearman, J., before whom the point was argued, held that the defendants, though incorporated, were nevertheless servants of the Crown, and as such exempt from liability to suit for torts, and so far as the action was in respect of alleged torts it must be stayed; but as regards the claim for breach of contract it might, on the authority of *Graham v. Public Works Commissioners* (1901) 2 K.B. 781, be permitted to proceed.

PRACTICE—COSTS—"ISSUE"—EVENT—RULES 976, 977.

*Howell v. Dering* (1915) 1 K.B. 54. Under the English Rules 976, 977, unless the Judge at the trial directs otherwise, where there are several issues of law or fact the costs follow the event. This was an action against stock brokers for damages caused to the plaintiff by his having invested money on the faith of an