

that the name of the doctor she had consulted was material for the defendants to know, but that the insured was not aware that it was material. In these circumstances Lord Alverstone, C.J., held that the plaintiff could not recover, and that although the defendants were not entitled to rely on the answers made to the question on the second occasion, by the insured, as forming part of the basis of the contract, yet that the defendants were entitled to revoke the policy on the ground that as to the question of mental derangement the insured had innocently misrepresented a material fact, and in not disclosing the name of the doctor consulted by her, she had innocently concealed a material fact, and that the defendants were entitled to revoke the policy even after the death of the insured, because the knowledge of the misrepresentation and concealment of material facts did not reach them till after the death, and the defendants submitting to repay the premiums received, he ordered the policy to be delivered up to be cancelled.

SETTLEMENT—ESTATE TAIL—DISENTAILING DEED—PROTECTOR—
THREE PROTECTORS APPOINTED BY SETTLOR—RIGHT OF SUR-
VIVING PROTECTOR TO ACT—FINES AND RECOVERIES ACT 1833
(3-4 WM. IV. c. 74) ss. 22, 32—(R.S.O. c. 122, s. 20).

Cohen v. Bailey-Worthington (1908) A.C. 97 was known in the court below as *Re Bailey-Worthington & Cohen*. The question involved in it was whether the assent of a sole survivor of three protectors of a settlement was sufficient to give effect to a disentailing deed. The Court of Appeal (1908) 1 Ch. 25 (noted ante, p. 144) held that it was, and the House of Lords (Lord Loreburn, L.C. and Lords Macnaghten, Robertson, Atkinson and Collins) have affirmed that decision.

SHIP—CHARTER-PARTY—LAY DAYS—EXCEPTION OF SUNDAYS
AND HOLIDAYS—LOADING DONE ON HOLIDAYS—IMPLIED AGREEMENT—
DESPATCH MONEY—DAYS SAVED.

In *Nelson v. Nelson* (1908) A.C. 108 the House of Lords (Lord Loreburn, L.C. and Lords Halsbury, Macnaghten and Atkinson) have been unable to agree with the Court of Appeal (1907) 2 K.B. 705 (noted ante, vol. 43, p. 774). The action was to recover despatch money for time saved in loading a ship. The charter-party provided that "seven weather working days (Sundays and holidays excepted)" should be allowed by the