

Appeal (Williams, Farwell and Kennedy, L.JJ.) has affirmed the judgment of Channell, J. (1908) 1 K.B. 185, noted ante, p. 226. An additional point to those noted there seems to have been raised on the appeal, viz., as to whether the owners were liable on bills of lading signed by the time charterers "for captain and owners." Farwell and Kennedy, L.JJ., held that they were, but Williams, L.J. was doubtful.

SOLICITOR—BILL OF COSTS—FORM OF BILL OF COSTS—SOLICITORS' ACT 1843 (6-7 VICT. c. 73) s. 37—(R.S.O. c. 174, s. 34.)

In *Cobbett v. Wood* (1908) 2 K.B. 419 the Court of Appeal (Barnes, P.P.D., and Moulton and Farwell, L.JJ.) has reversed the decision of Pickford, J. (1908) 1 K.B. 590 (noted ante, p. 277) on the ground that the bill of costs should have included not only the extra costs claimed but also the items of the bill taxed and allowed between party and party, and that consequently there had been no proper delivery of a bill on which the action could be brought.

LIFE INSURANCE—STATEMENT AGREED TO BE BASIS OF CONTRACT—NON-DISCLOSURE OF MATERIAL FACTS—ABSENCE OF FRAUDULENT INTENT—AVOIDANCE OF POLICY.

*Joel v. Law Union, etc., Ins. Co.* (1908) 2 K.B. 431. This was an action on a policy of insurance on the life of one Robina Morrison. On the application for the insurance the insured signed a declaration that the statements made in her application were true and were to form the basis of the contract. Subsequently, but before execution of the policy, she was interrogated on behalf of the company (1) as to whether she had ever suffered from mental derangement, and (2) as to the names of any doctors she had consulted. She answered the first question in the negative, as the jury found, without fraud, and in answering the second she omitted to disclose the name of a doctor whom she had consulted for nervous depression, but as the jury found she not fraudulently but foolishly concealed the fact. At the same time she signed a further declaration that her answers were true, but this declaration did not state that her answers were to form part of the basis of the contract. The policy did not refer to the proposal or the second declaration. The assured subsequently committed suicide. She had, prior to the application for insurance, suffered from acute mania, but the jury found she was ignorant of the fact, and they also found