

The goods insured were printing machinery, and during the voyage some of it was broken. The assured had omitted to state that the machinery was second-hand, and there was evidence to shew that the difficulty and cost of replacing lost or injured parts of second-hand machines was greater than in the case of new ones. Bailhache, J., who tried the action, held that the fact that the goods were second-hand was material, and ought to have been disclosed; but he held that the case was within the above-mentioned provision, because, as he found, the concealment was not due to any intention to deceive, but merely to a misapprehension on the plaintiff's part as to its materiality.

MANDAMUS (PREROGATIVE)—REGISTRAR OF COMPANIES—REGISTRATION OF COMPANY—OBJECTION TO NAME, "UNITED DENTAL SERVICE"—COMPANY PROPOSING TO CARRY ON DENTISTRY BY UNREGISTERED PERSONS.

*The King v. Registrar of Companies* (1914) 3 K.B. 1161. This was an application for a prerogative mandamus to the registrar of companies to compel him to register a company styled "The United Dental Service Limited." One of the objects of the company was "to carry on the practice, profession or business of practitioners in dentistry in all its branches," and it was intended to do this by practitioners not registered under the Dentists Act, 1878. The registrar refused registration (1) because he considered that the use of the name for the purpose of carrying on business by unregistered practitioners was a violation of the Dentists Act, and (2) because it was a name calculated to deceive the public into believing that the business was carried on by registered practitioners. The Divisional Court (Lord Reading, C.J., and Bankes and Avory, J.J.), in view of the decision of the House of Lords in *Bellerby v. Heyworth* (1910) A.C. 377 (noted *ante* vol. 46, p. 619), and the case of *Minter v. Snow*, 74 J.P. 264, held that the first ground was untenable, and as regards the second they held that the discretion of the registrar did not extend to enable him to reject registration on that ground, as he had no power to hold a judicial inquiry on that point. The mandamus was therefore granted.

PARTNERSHIP—TRADING FIRM—IMPLIED AUTHORITY OF PARTNER OF TRADING FIRM TO BORROW MONEY.

*Higgins v. Beauchamp* (1914) 3 K.B. 1192. This was an action to recover money borrowed by one member of a firm on the ground that he had an implied authority to bind the other