

cause the plaintiffs were entitled to the benefit of a contract of affreightment for the entire voyage, and because according to the contract the shipment was to be made before 31st December, 1909, whereas the only bill of lading tendered shewed that the shipment was made after the stipulated date.

INSURANCE — CONCEALMENT — FLOATING DOCK—"SEAWORTHINESS ADMITTED"—UNSEAWORTHINESS.

*Coutiere Meccarrico Brindisario v. Janson* (1912), 2 K.B. 112. This was an action brought on a policy of insurance of a floating dock. The policy was taken out to cover the voyage of the dock by sea in tow of a vessel. The dock was in sound condition, but in order to make it seaworthy it required to be strengthened, it was not in fact strengthened, the owners not believing that it was necessary. The policy contained the words "seaworthiness admitted." The defendants claimed that the omission to disclose that the dock had not been specially strengthened for the voyage was a concealment of a material fact which avoided the policy, but Scrutton, J., who tried the action was of the opinion that as the defendants knew that the subject of insurance was a floating dock and not an ordinary sea-going vessel, were by reason of their admission of its seaworthiness put upon inquiry as to its construction, and the owners were not bound to disclose the omission to strengthen it, for the purpose of the contemplated voyage.

MONEY-LENDER—REGISTERED NAME -- MISDESCRIPTION OF NAME OF LENDER IN PROMISSORY NOTE TAKEN FOR A LOAN—BUSINESS CARRIED ON IN OTHER THAN REGISTERED NAME—MONEY-LENDERS' ACT, 1900 (63-64 VICT. C. 51), s. 2 (1)—2 GEO. V. C. 30, ss. 10, 12, ONT.

*Peizer v. Lefkourtz* (1912), 2 K.B. 235, The plaintiff was a registered money-lender being registered in the name of "Wentworth Loan and Discount Office"; she lent money to the defendant and took from him a promissory note payable to "S. Peizer of the Wentworth Loan and Discount Company." It was contended by the defendant that the substitution of the word "Company" for "Office" constituted a carrying on of business by the plaintiff otherwise than in her registered name. The objection was overruled by the County Court Judge who tried the action, and his decision was affirmed by Bankes and Lush, JJ., and their decision was affirmed by the Court of Appeal