DECISIONS IN COMMERCIAL LAW.

FIELD v. HART.—An execution debtor can do as he pleases with the statutory exemptions, and his execution creditor cannot take advantage of the fact that they are insufficiently described in a bill of sale thereof by the execution debtor, according to the Court of Appeal. Where, in an interpleader issue, the claimant alleges that the goods seized included the statutory exemptions, that is a question for trial in the issue, and is not to be left to the sheriff to deal with. "One piano, Dominion make, number 2,773," is a sufficient description in a bill of sale.

"A VERY BAD VERDICT."

When a judge who has tried a case describes the result as a very bad verdict, one naturally expects that the losing party will appeal, but for the case on coming before a higher tribunal to be treated as a huge joke is a matter for considerable surprise, even when a life assurance company are the defendants. Yet this is practically what has happened in the case of "Griffiths v. the Gresham Life Assurance Society, Limited." The facts are doubtlessly still fresh in the minds of our readers, but a brief recapitulation of them may not be out of place. The deceased policyholder, who had been insured less than two years in the Gresham, stated in his proposal that he was and always had been of sober and temperate habits, and that he was then free from disease and in perfect health. The company brought evidence to show that when taking out the policy, the assured concealed the fact that he was suffering from elephantiasis, and also that he died from hepatitis, a disease usually brought on by excessive drinking. Subsequent enquiries also showed that the bad habits of the deceased were of old standing. On the other hand, the plaintiff adduced testimony which, if not conclusive as to the deceased's sobriety, appeared, to the jury at least, sufficient to enable them to give the widow the benefit of the doubt. Mr. Justice Grantham's surprise at the verdict brought in by the jury is shown by his comments. On hearing an application on behalf of the Gresham the day after the trial, he remarked that he should not interfere with the verdict of the jury, but that "it was a very bad verdict. From my summing up anybody would know what I thought to be the effect of the evidence, and which way I felt it would have been right legally for the verdict to have gone." With their own convictions that there had been a miscarriage of justice, strengthened by comments such as these, the Gresham rightly appealed. The case came before the Court of Appeal on Friday last, but their lordships dismissed the appeal, paying little or no attention to the mis-statements of the deceased in his proposal, except to make them the subject matter for far-fetched jokes. If this decision is to be carried to its logical issue it will simply mean that a man can conceal or withhold everything which he thinks may be detrimental to his being accepted by an office, but that once he secures a policy his position is inviolate. The result will be an increase in those inquisitorial duties which many would-be assurers already complain of, and indirectly a check to the development of life assurance in general. Of one thing we are confident, and that is that the Gresham will not suffer by the action which they have taken. A company which has paid over £12,000,000 in claims, and which has always justly prided itself on the prompt payment of its policies, can come out on the losing side in a case such as this without loss of *prestige*, or any stigma attaching to it. —*Ins. Record.*