against the sacrament of the body and blood of Christ, commonly called the sacrament of the altar." One part of this statute, which the bill repeals, directs that the sacrament shall be administered to the people both in bread and in wine. Another enactment repealed is that portion of the Act of Uniformity of the first year of Queen Elizabeth which imposes penalties on those who "in any interludes, plays, songs, rhymes, or by other open words declare or speak anything in the derogation, depraving, or despising of the same book (of Common Prayer), or of anything therein contained, or any part thereof." Another statute repealed by the bill is one of King William III. for the more effectual suppressing of blasphemy and profaneness. This enactment directs punishment for any one who, having been educated in or having made profession of the Christian religion, shall by writing, printing, teaching, or advised speaking deny any one of the persons in the Holy Trinity to be God, or shall assert or maintain that there are more gods than one, or shall deny the Christian religion to be true or the Holy Scriptures to be of divine authority. However, the Act of King George II. against profane cursing and swearing is not to be affected, nor any other enactment that is not expressly repealed.

SUPERIOR COURT.

D. of Saint Francis, June, 1885.

Coram Brooks, J.

Bowen et vir v. Broderick et al.

Procedure—Folle Enchère.

Held:—*That the petition for a* folle enchère *must contain a description of the immovable, of which the resale is sought, and that a reference to the property as being that described in the sheriff's return is insufficient.*

The *adjudicataire*, having failed to pay the price of sale within the legal delay, the plaintiff petitioned for a *vend. ex.*

The petition contained no description of the immovable, other than a reference to it as being the property described in the sheriff's return.

The *adjudicataire* submitted that a proper and complete description of the immovable should appear on the face of the petition, and that the petitioner could not supplement an otherwise incomplete description, by reference to another document.

The Court was of the same opinion and rendered judgment accordingly. (1)

D. C. Robertson, for petitioner.

J. S. Broderick for *adjudicataire.*

(D.C.R.)

U. S. CIRCUIT COURT, E. D. OF WISCONSIN.

Crandal v. The Accident Insurance Company of North America.

Accident Insurance—Suicide when insane.

Death by hanging, when the person thus putting an end to his life is insane, is a death from bodily injury, effected through "external, accidental and violent means," within the meaning and intent of a policy of accident insurance.

The policy in this case provided that the insurance should not extend to death or disability, "which may have been caused wholly or in part by bodily infirmities or disease." Held, that the death of the insured was not caused within the meaning of the law or the intent of the policy, by the disease of insanity, but by the act of self-destruction.

Dyer, J. On the 23rd day of May, 1884, the defendant company issued to Edward M. Crandal, since deceased, an accident policy of insurance, by which it promised to pay to the plaintiff, who was the wife of the insured, the sum of ten thousand dollars within thirty days after sufficient proof that the insured, at any time within the continuance of the policy had sustained bodily injury effected through external, accidental and violent means within the intent and meaning of the contract, and the conditions thereunto annexed, and such injuries alone had occasioned death within ninety days from the happening thereof. It was provided in the policy that the insurance should not extend to death or disability "which may have been caused, wholly or in part by bodily infirmities or disease." Further, that no claim should be made under the policy, if the death of the

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(1) But see *Vincent* v. *Roy dit Lapensée*, M.L.R., 2 S.C. 84.