

must fall upon the vendors, dismissed an appeal from the Court below granting a new trial on the application of the vendors, against whom a verdict had been rendered for the price of the flour; the Court below having ordered such new trial upon the assumption that a certain fact material to the consideration of the point in question was as stated, in which case the verdict would have been wrong; or that such fact was asserted on one side and denied on the other, and the same had not been found one way or the other by the jury: reserving for future consideration the costs of the appeal, thus leaving the new trial to proceed on the terms in which it was ordered.

Coleman v. McDermott, 445.

DEMURRER.

(FOR WANT OF PARTIES.)

See "Practice," 1.

DISTURBANCE.

The church of St. J., having been destroyed by fire, it was agreed that pew-holders who had purchased the right to their pews, subject to a ground rent, should pay a certain sum, and be reinstated as nearly as circumstances would permit in their pews in a new church, to be built on the site of that destroyed. After the new church was built one of such pew-holders refused to pay a sum of £25, agreed to be subscribed by him towards re-building the church, and for which he had given his promissory note; whereupon the churchwardens, acting in pursuance of a resolution of the vestry, removed the door from the pew claimed by him, and the holder thereof instituted an action on the case against the churchwardens for disturbance of his easement. *Held*, affirming the decision of the Court below, that he was not entitled to recover. [*Macaulay, C.J.*, and *Burns, J.*, dissenting.]

Brunskill v. Harris, 322.

EJECTMENT.

(AGAINST SECOND PURCHASER OF CROWN LANDS.)

See "Crown Lands."

EQUITABLE ASSETS.

H. obtained from his debtor an assignment of his books of account, notes, bills, and other evidences of debt, by way of