

chattels, be regarded as part of the freehold—at least as between tenant and landlord. The defendant has amply satisfied the onus which the law casts upon him.

The plaintiff is not, in my opinion, in any higher position than that which Golding would occupy had he not sold the hotel. Simons purchased the property subject to the lease, and with knowledge of the right possessed by the defendant to remove the fixtures which he had bought from Golding. He wrongfully withheld these chattels when they were claimed from him by the defendant. The mirror I find to be worth \$10; the bar cabinet, \$250; the beer cabinet and pumps, \$40. There are some other articles of trifling value which were not demanded. These, I understand, the plaintiff is willing to deliver to the defendant. There will be judgment upon the counterclaim for \$300 and costs.

Reference to *Argles v. McMath* (1895), 26 O.R. 224; *Slack v. Eaton* (1902), 4 O.L.R. 335, and *In re Chesterfield's Estates*, [1911] 1 Ch. 237.

BRITTON, J.

JUNE 11TH, 1913.

TOWN OF ARNPRIOR v. UNITED STATES FIDELITY  
AND GUARANTY CO.

*Insurance—Fidelity Bond Guaranteeing Honesty of Tax Collector of Municipality—Embezzlement of Money—Conditions of Bond—Alleged Breaches—Written Statement of Mayor of Municipality—Expiry of First Bond—Execution of New one without Fresh Application or Statement—Inclusion in New Bond—Renewal of Original Bond—Answers of Mayor to Questions in Statement—Substantial Truth—Onus—Duties of Collector—Municipal Act, 1903, sec. 295—Absence of Fraud or Wilful Misstatement—Additional Duties of Collector.*

Action to recover \$5,000 upon a fidelity bond executed by the defendants, dated the 30th May, 1905, by which the defendants agreed, subject to certain conditions and stipulations in the bond, to make good and reimburse to the plaintiffs all and any pecuniary loss sustained by the plaintiffs, of money, securities, or other personal property in the possession of one John