

Held, distinguishing these cases, and following *Hesketh v. Toronto*, 25 A.R. 449, and *McSorley v. St. John*, 6 S.C.R. 531, that the municipality, having appointed the treasurer and having control over him in the discharge of his duties, with power to retain or dismiss him, was responsible for his acts in discharging such duties in matters that were of benefit to it.

Held, also, that the doctrine caveat emptor, does not apply when the vendor takes upon himself to inform the purchaser and the purchaser agrees to trust to him with regard to particulars which he could ascertain himself by inspection. *Kerr*, on *Frauds*, p. 69; *Barr v. Doan*, 45 U.C.R. 491.

Held, also, that the plaintiff had a right to recover the amounts subsequently paid by him for taxes as damages resulting from the breach of warranty established, notwithstanding the six months limited by s. 229 of the Assessment Act, for the commencement of any action against a municipality "for the return of any moneys paid to it on account of a claim, whether valid or invalid, made by the municipality for taxes, whether under protest or otherwise," had elapsed.

Ferguson, for plaintiff. *Hudson* and *McLaws*, for defendants.

United States Decisions.

FIDELITY BOND.—The failure of the obligee in a fidelity bond to communicate to the sureties, at the time of its execution, the fact that the principal was indebted to the obligee for money embezzled, is held, in *Hebert v. Lee* (Tenn.) 12 L.R.A. (N.S.) 247, to relieve the sureties from liability on the bond, although they made no inquiry upon that subject, and no communication took place between obligee and sureties about the bond, the execution of which was secured by the principal, and the bond purported to cover past, as well as future, obligations.

ULTRA VIRES.—After an elaborate and theoretical discussion of the doctrine of ultra vires, it is held, in *Bell v. Kirkland*, 102 Minn. 213, 113 N.W. 271, 13 L.R.A. (N.S.) 793, that a contractor's bondsmen will not be permitted to set up the fact that the contract between the municipality and the contractor was irregular, as a defense to an action brought upon the bond by materialmen for material furnished to the contractor.