

action was brought. On receipt of the money, and before any notice of the duress, the defendant paid the money into the account which he had opened at the bank. Two questions were involved: (1) Was the defendant, as regards the plaintiffs, to be deemed a principal or agent? (2) If an agent, was he, nevertheless, personally liable under the circumstances to refund the money? The Court of Appeal (Lord Esher, M.R., and Lopes and Rigby, L.JJ.) affirmed the judgment of Charles, J., on both points, holding that the defendant was only an agent of the company, and having paid the money over to the company without notice of the duress was under no personal liability to refund.

RECEIVER AND MANAGER APPOINTED BY COURT, LIABILITY OF, ON CONTRACTS—  
CONTRACT BY RECEIVER AND MANAGER, CONSTRUCTION OF.

In *Burt v. Bull*, (1895) 1 Q.B. 276; 14 R. Feb. 269, the action was brought upon a contract signed by the defendants as "receivers and managers" for goods required for the purposes of the business. The defendants had been appointed by the court, and contended that they were not personally liable on the contract, but the Court of Appeal (Lord Esher, M.R., Lopes and Rigby, L.JJ.) affirmed the judgment of Mathew, J., in favour of the plaintiff. The Court of Appeal lay it down that *prima facie* a receiver and manager appointed by the court, when ordering goods for the purpose of the business of which he is the receiver, assumes a personal liability therefor, looking to be indemnified out of the assets of the company; and that the contract in this case, though expressed to be given for the company of which the defendants were receivers, and though the words "receivers and managers" were added by defendants to their signatures thereto, did not rebut the inference that the defendants were assuming a personal liability. Lord Esher thus states the legal status of a receiver in such cases: "The company cannot be liable, for he is not their agent, and the court clearly cannot be liable. Therefore any orders which he may give under such circumstances as manager must *prima facie* be taken to be orders given on his own responsibility or credit." This case shows the necessity of receivers not entering into contracts without the direct authority of the court, and securing in advance proper protection against incurring personal liability. Of course it is open to receivers so to contract as to relieve themselves from personal liability, but then it must be by express stipulation and not by mere inference.