

legal personal representatives are liable therefor to the extent of the estate of the testator.

A director who has in pursuance of a judgment paid to the company an amount found due under breach of trust is entitled to contribution from the other directors or persons who were parties thereto.

Pearson, J., in *Ramskill v. Edwards*, 31 Ch. D. p. 100, says: "The principle established in the case of *Dering v. Earl Wincheslea* is universal."

The principle of the doctrine of contribution between sureties was thus stated by Lord Redesdale: "The principle established in the case of *Dering v. Earl Wincheslea* is universal that the right and duty of contribution is founded on doctrines of equity; it does not depend upon contract. If several parties are indebted and one makes the payment, the creditor is bound in conscience, if not by contract, to give to the party paying the debt all his remedies against the other debtors. It would be against equity for a creditor to exact or receive payment from one, or to permit or by his conduct to cause the other debtors to be exempt from payment. He is bound seldom by contract but always in conscience so far as he is able to put the party paying the debt on the same footing with those who are equally bound.

See also *Re Sharpe*, [1892] 1 Ch. 154, also *Ashurst v. Mason*, 20 Eq. 225 where it was held that directors were liable for contribution.

It is submitted that the only way to bind a person who is liable to make contribution is for the defendant to issue a third party notice and serve it upon him.

I think, therefore, that the third party notice should stand and I make the usual order for directions as to trial of the issues between defendants and third party. The costs of the application will be costs to the plaintiff in any event of the cause; as between the defendants and third party, costs as between them in third party proceedings.