

MASTER-IN-CHAMBERS.

APRIL 29TH, 1914.

GUELPH CARPET MILLS CO. v. TRUST AND GUARANTEE CO. LTD.

6 O. W. N. 311.

Parties—Third—Action by Company against Executors of Deceased Director for Breach of Trust—Third Party Claiming against Co-Director—Contribution or Indemnity.

Executors of one director were sued for breach of trust and they issued a third party notice claiming contribution or indemnity from another director, who moved to set aside notice on ground that there is no right to contribution between joint tort-feasors.

MASTER-IN-CHAMBERS, *held*, that when in pursuance of a judgment, a director has paid to the company the amount found due upon breach of trust, he is entitled to contribution from other directors or persons who were parties to the breach, therefore the third party notice should stand, and directed trial of issue between defendants and third party.

Ramskill v. Edwards, 31 Ch. D. 100.

Re Sharpe, [1892] 1 Ch. 154.

Ashurst v. Mason, L. R. 20 Eq. 225, followed.

Motion on behalf of the defendants for direction as to trial in third party procedure.

F. Aylesworth, for plaintiffs.

W. J. Boland, for defendants.

H. S. White, for third party.

CAMERON, MASTER:—On return of the motion counsel for third party and for plaintiffs moved to set aside third party notice on the ground that it was not a case covered by the rules entitling the defendants to contribution, indemnity or other relief over against the third party on the well known principle of law that there is no contribution between joint tort-feasors.

This action was brought by the plaintiffs against the defendants to recover \$18,894.32, of which amount \$12,674.52 is claimed against the defendants on the ground that the late Christian Kleopfer was a director of the plaintiff company and a trustee for the company and as such was responsible for advances, to the extent of \$12,674.52 and interest, made by the plaintiffs to the Dominion Linen Manufacturing Company, Limited. A third party notice was issued by the defendants claiming to be indemnified by R. Dodds, a director of the plaintiff company, for any liability arising in