bank, and, when received, they held the same in trust, not for the persons paying the same, but for the corporation whose agents they were. . . .

[Reference to Great Eastern R.W. Co. v. Hunter, L.R. 8 Ch. 149, at p. 152.]

The appellants are, therefore, liable to pay the liquidator all money which they paid or directed to be paid for commissions.

As to the appellant Perfect, I think that, with the exception of $700, the evidence does not warrant a finding that he paid or directed to be paid any sum for commissions. At most he was aware of payments being made by his co-directors; and, while there is a minute of a resolution moved by him on the 11th May, 1906, authorising such payments, he swears he was not a party to the resolution and that the minute is not true, and there is no satisfactory evidence to discredit him. He also indorsed some cheques for the purpose of deposit to the credit of the provisional directors, but it does not appear that he paid or directed to be paid any money for commission, except a cheque for $700, which, with other provisional directors, he signed, and which on its face is said to be "an account of commissions."

I think Young v. Naval, etc., Co-operative Society, [1905] 1 K.B. 687, following Cullerne v. London and Suburban Building Society, 25 Q.B.D. 485, and holding that a director was not personally liable for moneys unlawfully expended by his co-directors, excepting to the extent that he had signed cheques for that purpose, covers Perfect's case, and, therefore, that the amount for which he is held liable jointly with the others will be reduced to $700.

Subject to the question of the amount for which the appellants Kerr and Mackenzie are liable, and which may be spoken to before me again, if not settled, the appeal of all the appellants except Perfect will be dismissed with costs, and as to him the judgment appealed from will be varied by reducing his liability to $700, with no costs of the appeal.