a personal liability of the defendants, and without which the coal would not have been delivered. There are two points: 1. As to the personal liability of the defendants, under the general rule—they having put the words "Trustees Estate C. D. Edwards" after their signatures; and, 2. Was there any express understanding. Both points depend on the proof, as, no doubt, there may be circumstances that would exempt them from personal liability, and there might also be an express understanding. The question is not new, and according to the current of authority, turns upon distinctions that are sometimes extremely faint. The general principle is that there is personal liability, unless distinctly excluded. In a case of *Rocher* v. *Leprohon*, in September 1876—in Review, it was held by the majority of the court, that there was personal liability, even where the debtor gave a tolerably distinct notice that he intended there should be none. It was the case of a registrar suing a returning officer for the price of work in furnishing election lists, and the returning officer had written to him to get the list, and said: "I require in my capacity of returning officer, &c." I thought there, there was a plain notice of the capacity in which he acted, and in which the other consented to treat with him; and I differed from the Court. A more recent case is that of *Brown* v. *Kerr*, where the defendant signed "R. Kerr, as president of the Montreal Omnibus Company." In that case Mr. Justice Rainville held there was no personal undertaking. That judgment was, however, reversed in Review—and is now before the Queen's Bench. That was an undertaking by which Kerr had agreed to settle an account, in order to prevent the property of the company (of which he was president) from being seized, and the plaintiff had abstained from legal proceedings, and the property had been sold through the instrumentality of the defendant, and on that ground the case was decided against him in review. The cases are very numerous in this country and in England on this subject: the latter are all to be found abbreviated at p. 102, Shelford's digest of case law of joint stock companies, under the head of liability of agents signing negotiable instruments.

Courtald v. *Sanders*, 15 W. R. 906, is cited as giving the test, which is, that "*the agent is "bound personally, unless on the face of the instru-*"*ment* which evidences the contract, the signature appears to be on behalf of the company." It is there said that the cases on this subject are somewhat conflicting, and no doubt they are, and will continue to be, under the great variety of circumstances constantly arising in the course of business, and under the different aspect of facts presented to different minds; for, after all, this is mainly a question of fact; and no doubt Mr. Shelford is quite right in saying, that in many instances, persons have been held liable contrary to their intentions; and probably to obviate this, a provision was inserted in the Companies' Act in England with respect to notes and bills of exchange—in language which, however, has been held to do nothing more than express what the law was before. In the present case, what was meant as between all the parties to the notes may be considered with reference to the deed under which the defendants were acting. It was a deed to which Edwards was party of the first part; his creditors parties of the second part—the defendants made trustees of the third part, and Perkins, assignee, binding himself to give up the estate to them, of the fourth part. Edwards gave notes running over thirty-six months to his creditors, who were to discharge him if the notes were paid; and the defendants were to superintend merely, and the debtor, until the last note was paid, was to carry on the business under the supervision and control" of these gentlemen who were to re-assign to him what they had received from Perkins as soon as the notes should be paid. The cases of *Redpath* v. *Wigg*, 1 L. R. Ex. 335, and *Easterbrook et al.* v. *Barker et al.*, 6 L. R. C. P., do not directly apply. In the first, the signature was "for so and so" (the debtor), and in the second there was no undertaking at all by the trustees, and the question was only whether the debtor could pledge their credit. The plaintiff is proved to have asked Edwards to get the notes signed by his trustees. He probably knew, therefore, of this arrangement, and that Edwards had divested himself of his estate, and that the defendants had it for the benefit of the creditors. I do not see how he could be supposed to ask them to bind Edwards' estate, already belonging to the creditors, and held by the defendants in trust for them. They had no power given to them by the deed to draw or accept bills. The mere mention of the