

CONTRACT.—*Continued.*

passing any law impairing the obligation of contracts. *Watkins v. Worthington*, 486.

3. As to proof of the nature of the contract; whether the deceased was principal or surety; or the insolvency of a co-obligor. *Ib.*

## CORPORATION.

1. A corporation can only be called on to answer by its proper name. *Binney's Case*, 95.
2. All corporations are subject to a visitatorial power; or to some legal control. *Ib.*
3. In general, a corporation may alien all, or any of its property at pleasure. *Ib.*
4. The clause of the Act incorporating The Farmers' Bank of Maryland, which declares that all debts actually due to the company by a stockholder offering to transfer, must be discharged before such transfer shall be made, gives to the bank a mortgage or pledge of such stock. *Farmers Bank's Case*, 378.
5. The bank, as a mortgagee, may sell such stock without suit; but if it fails or refuses to do so, on a bill filed by the administrator of the deceased stockholder, it may be ordered to be sold. *Ib.*

## COSTS.

See DEBTOR AND CREDITOR, 58.  
PRACTICE, 19.

## COURTS.

1. The Court of Chancery cannot revise or reform a judgment of a Court of common law in any way whatever. *Ellicott v. Welch*, 228.
2. Courts of equity, having concurrent jurisdiction, should not be brought into collision; how such collisions may be avoided. *Brown v. Wallace*, 557.

## DEBTOR AND CREDITOR.

1. The rule is, that a voluntary conveyance must be deemed void, as against creditors, where the grantor could not, at the time, have withdrawn the amount from his estate, without hazard to his creditors, or materially lessening their prospects of payment. *Kipp v. Hanna*, 22.
2. None but those who were creditors, at the time, can sue to have a voluntary conveyance set aside as fraudulent. *Ib.*
3. When such a conveyance has been so vacated, then all other creditors may come in for satisfaction, in full, or in due proportion. *Ib.*
4. The holders of property under a fraudulent conveyance, accountable for the rents and profits of it, from the time it was so unjustly withheld from the creditors. *Ib.*
5. In a creditors' suit, the decree for a sale establishes the plaintiff's claim; unless it be otherwise declared; except as regards a fraud not put in issue and decided on by such decree. *Welch v. Stewart*, 32.
6. In a creditor's suit the Statute of Limitations continues to run against a creditor who comes in, before or under the decree, until he files his petition or the voucher of his claim; but no one can rely on the statute against a claim, after any act done, or sanctioned by him,