

CORPORATIONS—*Continued.*

- Court, the propriety of the condemnation and use of the property cannot be drawn in question, in an incidental or collateral proceeding. *Ib.*
3. A bill filed by a corporation, need not be under its seal. That it is the bill of the corporation, is sufficiently vouched by the signature of the solicitor, whose authority to fill it need not be exhibited. *Georges Creek Coal and Iron Co. vs. Detmold*, 372.
 4. A corporation may avail itself of its want of authority to make the contract sought to be enforced against it, though it has received and enjoyed the consideration upon which it was made. *Albert and wife vs. Savings Bank et al.*, 407.
 5. But where a contract of a corporation has been *executed* by the parties to it, it is not competent for a mere stranger to the contract to assail it, and deprive the corporation of the advantage derived from it, upon the ground that it was interdicted by the charter. *Ib.*
 6. Corporations can make no contracts which are not necessary, either directly or indirectly, to effect the objects of their creation; and a corporation itself may, in an action brought against it upon such contract, deny its power to enter into it. *Abbott vs. The Baltimore and Rappahannock Steam Packet Co.*, 542.
 7. The act of 1829, ch. 42, incorporated the defendant for the purpose of establishing and conducting a line of steamboats and stages or carriages between Baltimore and the several ports and places on the Rappahannock, and on the rivers and waters of the Chesapeake bay, for the conveyance of passengers and transportation of merchandise and other articles. The company entered into an obligation to aid in an improvement, the purpose of which was to open the Rappahannock river, and render it navigable to the basin in or near Fredericksburg. **HELD—**
That the proposed improvement being *above* the Virginia *terminus* of the route between which and Baltimore the boats were to run, for that reason was not within the authority conferred upon the company by its charter. And even if it had been, between the *termini*, it would not have been within the powers granted by the act of incorporation. *Ib.*
 8. It is well settled in this country, that the acts of a corporation, evidenced by a note written or unwritten, are as completely binding upon it, and as full authority to its agents as the most solemn acts done under the corporate seal, and that promises and engagements may as well be implied from its acts and the acts of its agents, as if it were an individual. *Elysville Manuf. Co. vs. Okisko Company*, 392.

See AGENT, 2, 3.

ATTORNEY.

LIABILITY OF CORPORATIONS ON TRANSFERS OF THEIR STOCKS.

FORFEITURE OF CHARTER.

COUNTY COURTS.

See CONCURRENT JURISDICTION, 2.

CREDITORS.

See MARRIAGE SETTLEMENT, 4.