

Oliver have supported an action of assumpsit at law, and obtained a judgment, if the claim had been contested, and the opinion of the Court taken thereon? Second. If it was competent for the defendants Robert and John Oliver to have sustained a suit on an action commenced and conducted in the usual manner, if the authority, that was given by Richard Caton such as to authorize the entering of the present judgment? Third. Ought the injunction to be dissolved without the answer of Caton, supposing the opinion in the two preceding points to be favorable to the defendants?

In forming an opinion in this case I deem it unnecessary to review the various decisions, how far a corporate body can contract; except under the corporate seal. That subject was fully and maturely considered in the case of the *The Bank of Columbia against Patterson*, and is ably treated in the opinion of the Supreme Court of the United States, as delivered by Judge Story. 7 *Cran.*

**611** 299. It \* was also under the consideration of the Court of Appeals of this State in the case of *Kennedy v. The Baltimore Insurance Company*, 3 *H. & J.* 367. With the conclusion drawn by the Supreme Court of the United States, in delivering their opinion of the extent to which corporate bodies are bound by contracts not under the corporate seal, I concur, as well as with the position taken by the Court of Appeals of this State.

In the first case, after reviewing the authorities the conclusion the Court arrives at is, "it would seem to be a sound rule of law, that, whenever a corporation is acting within the scope of the legitimate purposes of its institution, all parol contracts, made by its authorized agents, are express promises of the corporation; and all duties imposed on them by law, and all benefits conferred at their request raise implied promises, for the enforcement of which an action may well lie." In the opinion of the Court of Appeals it is laid down; "the position is not to be controverted that, generally, a corporate body cannot act, but by its seal; but this position cannot be extended so far as to prevent their liability from the nature of the institution; or for acts done necessarily and incidentally arising from an authority delegated by such body to their agent legally appointed."

In the case before the Supreme Court of the United States, the plaintiff's claim arose for work done on the banking-house itself, in virtue of an engagement made by the plaintiff with an acknowledged duly authorized committee of the corporation. The work done was necessary for carrying on the affairs of the body politic; and the work having been done, the demand of the plaintiff against the bank, thus founded, was sustained. The cause before the Supreme Court of Maryland, was to recover money received by the agent of the corporation, in the ordinary and usual course of his agency; which money was adjudged to be due to the plaintiff.