

Thinking, then, that this court has jurisdiction in a case like the present, to enforce the specific execution of this contract, set up in the bill; and that the equity stated for an injunction has not been removed, when the depositions are considered in connection with the pleadings, the injunction will be continued until the hearing, or further order.

[No appeal was taken from this order.]

ELYSVILLE MANUFACTUR-
ING COMPANY }
vs. }
THE OKISKO COMPANY. }

MARCH TERM, 1849.

[PAROL EVIDENCE TO CONTRADICT A RECEIPT IN A DEED—ACTS OF A CORPORATION HOW EVIDENCED—SUBSCRIPTION TO STOCK.]

It is the undisputed law of this state, that the receipt in a deed, acknowledging the payment of the consideration money, is only *prima facie* proof, and may be contradicted or explained by parol evidence.

When a deed is rendered inoperative and void by disproving the consideration, expressed in it, evidence of a different consideration will not be received to set it up.

But, where a party maintains the validity of a deed, and seeks, upon the allegation, that the consideration money has not been paid, to enforce its payment, by the assertion of the vendor's lien, evidence may be admitted to prove that he has been satisfied for the purchase money, by receiving something else as an equivalent therefor.

The rules of evidence in regard to explaining, or varying, or contradicting written evidence, are the same in courts of equity as in courts of law.

It is well settled, in this country, that the acts of a corporation, evidenced by a vote, 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.

A vote or resolution appointing an agent, need not be entered on the minutes, but may be inferred from the permission or acceptance of his services.

The president of one corporation subscribed for stock in another corporation. The certificate for the stock was received by the agent of the former, and retained by it; and the stock, on two occasions, was voted by an officer or member of the former corporation. It was HELD—that from these facts, the authority to the president to make the subscription might be presumed.