

Whereupon it is *Ordered*, that the last one of the exceptions of the plaintiff to the said answer, be and the same is hereby allowed; and that the said exhibit which the defendants have prayed to be taken as a part of their answer, purporting to be a copy of the second administration account of the defendants, and the distribution of the surplus of their intestate's estate, be expunged from the proceedings in this case; that all the other exceptions of the said plaintiff to the said answer be overruled. And that the defendants pay to the plaintiff all the costs of the said exceptions, including a solicitor's fee, to be taxed by the register.

McKIM v. ODOM.

If the plaintiff brings on the case for hearing on bill and answer, he thereby admits the answer to be true.—The bill dismissed as to some of the defendants, and relief granted against others.—A decree to account.—Where evidence is to be taken, a reasonable time to collect it is allowed as of course.—After an appeal had been taken, the plaintiff, on dismissing his appeal, allowed to amend his bill, on which a new injunction was granted on terms.

Three kinds of corporations, in reference to their objects; the nature of each considered.—How a corporation may sue or be sued; and to what actions it may be liable.—The proceedings against a corporation to enforce an answer, or obedience to a decree.

The proceeding by publication, on the ground that the defendant does not reside in the state, does not apply to those, such as mariners, who are temporarily absent in their vocation.—There can be no substituted service of a *subpoena* to answer an amended bill upon a solicitor, as against a resident defendant.

THIS bill was filed on the 23d of June, 1827, by *William S. Moore* and *John McKim, junior*, against *John Odom, George Law, William G. Harrison, William F. Anderson*, and *The President and Directors of the Franklin Bank of Baltimore*. The bill states, that the plaintiff *Moore* and the defendant *Odom*, being joint and equal owners of the schooner *Beauty*, sent her on a voyage from Baltimore to Montevideo, under *Odom* as master; that, for the better management of the concerns of their vessel, they employed the defendants *Law & Harrison*, then partners in trade, as her ship's husband; that it was agreed by these owners, before their vessel sailed, that she might be sold, and she was sold accordingly, at Montevideo, for about \$12,000; and there were remitted in specie, by the United States ship *Cyane*, as a part of the proceeds of sale, about \$9,000, with a bill of lading for the defendant *Law*;