

Maryland courts have no jurisdiction over internal affairs, such as dissensions among stockholders, of foreign corporations. *O'Hara v. Frenkil*, 155 Md. 194.

Objection to summons *duces tecum* directed to General News Service, and to General News Bureau, Inc., but served on person in service of the latter, was highly technical and was not ground for quashing citation for contempt in disobeying summons. *Ex parte General News Bureau*, 162 Md. 646.

See notes to sec. 103.

#### 119.

Foreign corporation authorized to do business in Maryland and complying with this section is not a citizen of state. *Standard Stoker Co. v. Lower*, 46 Fed. (2nd), 679.

#### 121.

Employee of foreign corporation while being trained in its Maryland office with view subsequently to act for the corporation, was not an agent of the corporation within the meaning of this section; advisory instruction by the court. *Vogel v. State*, 163 Md. 267.

Evidence not sufficient to prove that telegraph operator had such authority as to make him agent of foreign corporation. *Ellingham v. State*, 163 Md. 278.

#### 122-124. Repealed by ch. 226 of Acts of 1929 (p. 708).

### Miscellaneous Provisions.

#### 131.

Lenders and corporate borrowers (including national banks) are free to agree upon any interest rate. Evidence. Prayers. Obligation of guarantors and surety. This section is constitutional. *Penrose v. Canton Bank*, 147 Md. 207; *Carozza v. Federal Finance Co.*, 149 Md. 244.

Charge of usury immaterial. Usury does not vitiate entire loan, but only illegal excess. *Kinsey v. Drury*, 146 Md. 233.

This section applied. *Product Sales Co. v. Guaranty Co.*, 146 Md. 680; *Shriver v. Druid Realty Co.*, 149 Md. 400.

As to interest and usury, see art. 49.

Where applicant for a loan was told that loan would be made only if a corporation was formed, and thereupon the applicant and his wife formed a corporation, to which they conveyed their joint property which was used as security for the loan, the property then being reconveyed to them, held that wife (one of the incorporators) as successor to husband on his death, could not contend that the corporate form of the transaction was so unreal as to prevent the lender from asserting the provision of this section that no corporation shall interpose the defense of usury. *Rabinowich v. Eliasburg*, 159 Md. 655.

An. Code, 1924, sec. 133. 1912, sec. 102. 1908, ch. 240, sec. 77. 1927, ch. 581, sec. 133.

**133.** A stockholder of any corporation of this State may by agreement in writing transfer his stock to any person or persons for the purpose of vesting in him or them the right to vote thereon, for a time not exceeding ten years, upon terms and conditions stated, pursuant to which such person or persons shall act. Every other stockholder, upon his request therefor, may by like agreement in writing also transfer his stock to the same person or persons and thereupon may participate in the terms, conditions and privileges of such agreement. The certificate of stock so transferred shall be surrendered and cancelled and certificates therefor issued to such transferee or transferees in which it shall appear that they are issued pursuant to such agreement; in the entry of such transferee or transferees as the