there were but two modes of resigning; but the same books on the same pages cited by the court, to sustain their position, (*Wilcock* on Corp page 132, and Angell and Ames on Corporations, 254.) state that there may be resignations implied from removal and abdication of office. There is no reason why a total abandonment of duty for ten years, should not imply a resignation, nor why an acceptance might not be presumed from acquiescence. To make offices incompatible, the court assumes that they must both be in the same corporation. There is no authority given for this principle. It is inferred from the examples being of that character; now the greater facility of designating incompatible offices in the same corporation, would be sufficient to account for their use as examples, but if incompatibility is confined to offices in the same corporation, why has not some law writer stated it as a principle? It would seem if the duties of the two offices could not be performed by one person, there would be an incompatibility which would prevent his holding both, whether the offices were in the same corporation or not. The Professors could not, by possibility, perform the duties required under both charters; they must therefore have intended to abandon one charter, when they accepted office under the other.

With respect to a surrender by the Regents, the court, on page 36 of the opinion, state this principle, "that can only be done by deed to the State, and cite 1 Salk, 191, and Angel & Ames on Corp. 507. The principle of the case in Salkeld, if sound, only applies to charters granted by the Crown, not to those created by act of parliament, it would not therefore fit this case; and Angel and Ames do not state any such rule as applicable to charters created by the Legislature; but on the contrary, they say expressly, page 508, "no *mode* of surrender is pointed out by the books as necessary;" and if no mode of surrender is necessary, the fact of surrender, it would seem, might be inferred from the acts of the corporators. In the case of the Union Bank vs. Ridgely, 1 Harris & Gill, page 426, the Court of Appeals say, "that the same presumptions arise from the acts of corporations as from the acts of individuals." This is no doubt the true rule. In that case the court discusses at length the doctrine how far inferences may be made against corporations from facts and circumstances, and we would refer to their opinion in that case, to explain page 33 and 34 of the opinion in this case. If the doctrines contained in the case of the Union Bank vs. Ridgely, be correct, and they are well sustained by reason and authority, the acts of the Regents would justify the presumption that the charter of 1812 was surrendered on pages 508 and 509 of Angell, Ames, the authors say, "it is assumed that a surrender, if accepted, will be sufficient, but the mode in which it should be made is no where specifically pointed out; an act of the Legislature, repealing the act of incorporation, passed with the assent of the corporation, would undoubtedly be sufficient." So that in reference to the necessity of a deed, the court is not sustained but contradicted by the authority they cite,