course of law. To this allegation in the bill no answer is given by the defendants; their answer is silent on the subject. In the answer of the defendants it is stated, that on the 20th of February, 1822, seventeen thousand dollars were due on account of loans to the company at different periods. When the loans commenced, and the amount of each, as well as the time of each advance, is not disclosed, either by the answer, or by any other part of the transaction. At the time when they begun the situation of the company was so deplorable, that but for them, the answer alleges, an entire stop must have been put to the proceedings, to the great loss and injury of all concerned. Yet take the answer and bill together, when the situation of the company was so flourishing as to enable it, in the short space of time a suit would have occupied, to discharge a debt of $17,000, an immediate and instantaneous determination is to put a stop to the works; at least so far as the interests of the complainants in them extended.

Admitting the facts to be as set forth in the answer, that the stockholders, at a time of embarrassment and difficulty, authorized *Caton* to borrow money to carry on the works; can it follow, from that authority, that he had a right to such an extent to bring on ruin and destruction? In obtaining those loans, was *Richard Caton* acting, to use the language of the Supreme Court of the United States, within the scope of the legitimate purposes of the institution? If he was, then the parol contract made by him must amount to an express promise of the corporation, and lay a foundation for an action. But although he was the agent, if he went beyond the scope of his authority, although a loss may be sustained by those who confided in him, his engagements are not, either express or implied promises on the part of the corporation, and they present no foundation for maintaining an action. But, it is not my province to decide the question of law, whether the plaintiffs could have obtained judgment at law, if the claim had been resisted, and the attention of the court called to the subject. I, therefore, proceed to the second question.

Is the authority given such as to justify the entering of the judgment?

In examining this point, I have to disclaim all authority to interfere with the judgments of a court of law; except on equitable principles; where the court directs a judgment, it is not my province to say they were correct, or that they erred. The case under consideration is not of that character. An authority to appear