its bill, by the averments or statement of circumstances; and making exhibits, which it deemed essential.

To the bill thus amended, the defendants have answered; and the Hoffman Steam Coal Company, alone, has made a motion to dissolve the injunction; to sustain which much testimony has been taken, and the cause has been argued; and I have been asked to grant the motion of the defendant; it being urged, that, so far as the Hoffman Steam Coal Company is concerned, it is not affected by those principles or rules of equity governing cases in which a motion is made by all the defendants; That that Company is an innocent purchaser, without notice of any claim or interest on the part of the complainant; that having acquired a title from Dean, without such notice, this Court ought not to pass any decree impaining it.

If Dean were cognizant of the fact that Sherman was a Director of the Cumberland Coal and Iron Company, at the time of his purchase, it may be doubted whether such a circumstance would not invalidate the contract. He, participating with one who is chargeable, at least, with constructive fraud, should be subjected to the same fate as his companion. Sherman being in a predicament which forbids his holding a title in hostility to the complainant, I doubt much whether Dean does not occupy the same relation.

The reasons and authorities to which reference was made in my former opinion, by which I determine that Sherman could not assert such title have recently been sustained in the case of Cleveland v. Rail Road Company, reported in the American Law Register, vol 4, No 9, in which the doctrine is announced; "That Directors of an incorporated Company are Trustees of the corporation. They are the vendors dealing for the interest of the corporation, in making sale — the representatives of the Company. Such persons cannot be permitted to purchase, when they have a duty to perform inconsistent with the character of a purchaser — That Deeds, made by a Company, in which the vendee is a Director, could be set aside, by proceedings in equity, at the instance of the corporation."

The views I then entertained, in respect to that question, are still unchanged. It is not, therefore, necessary for me to reiterate the arguments to sustain them. They are found in the previous opinion.

It has been, however, suggested, that in Maryland, a Director of a corporation is not a Trustee in such sense as to prevent his purchase of stock, or other property of the corporation; that thousand of dollars of bank stock are held by such title, and no one has ever supposed it to be defective; and that from an examination of authorities, it is, with confidence, asserted, that the principle governing all of them, is, that the same natural person cannot be both vendor and vendee; such as a Trustee for sale; and in such case, his cestui que trust can have the sale set aside. It is a sale by guardian, or executor, who buys for himself. That such can be avoided, as a matter of right, upon the application of a person who stands in the position of beneficially owner of the property. That a Director is not a Trustee; he has not the legal title; nor, in contemplation of law, has he any influence upon the action of his co-directors, who are, each of them, presumed to act upon his own judgment. That a corporation is a legal entity, it acts through natural persons; but all acts are corporate acts, and not those of individuals.

The legal ability and earnestness with which these views have been pressed upon me, is my reason for their quotation.

There no doubt, much bank stock is held under the circumstances mentioned; but I regard little in saying that, in most instances, that which may have been, originally, a doubtful title, has long since repened into unquestionable right, by acts of confirmation or long acquiescence; and that I cannot but esteem the law to be, that stockholders or others, interested in such banks, might institute proceedings to set aside a sale of stock made by Directors to themselves — if done at a proper time; and that I am not aware of a decision in this State, impugning this view of the law. I would certainly regret to know such to be the case, especially in regard to the sale of real estate, as no one can fail to see that the temptation is so great that Directors might, too readily, yield to its influence, particularly when they are not largely concerned as stockholders.

The wisdom and policy of the law are too plainly seen, by me, to justify a departure from that rule. Indeed, I can see in it much that protects and saves innocent persons. I regard it, as one of the rules of equity, replete with good results. It is a barrier in the way of designing Directors, delivering them from temptation; and guards, in some degree, the rights of those whose interests they should hold sacred.

Nor do I think it necessary to esteem the Director a Trustee. The authorities to which I have referred, in my former opinion, show that this doctrine applies to agents, attorneys, and all persons acting for others. I will add to the authorities heretofore adduced, Dart on Venders, pages 15, 16, and 21.

It is also urged, that one Director has not, in contemplation of law, any influence upon the action of his co-directors.

But does not the law contemplate the exercise of the sound, impartial judgment, opinion, and views of each of that body, for the benefit of the stockholders.

Can he place himself, with propriety, in a position in which he cannot advise and his companions? He should not be associated with Directors, when for purposes of personal aggrandizement, he can observe a studied silence in respect to the affairs of the Company.

The corporation may be esteemed "a legal entity"; but I know of no mode of giving them notice, except through natural persons. The Directors and officers are the parties through whom the corporation is to be affected.

That question which I esteem of the greatest importance in the cause, is, in regard to the effect of the defence by the Hoffman Steam Coal Company. That it is a bona fide purchaser, without notice.

As the decision of that question, with the complainant, may be regarded as a final determination of the motion to dissolve the injunction, I have given it much consideration.

In the argument, many authorities have been induced to show, that to support the plea a bona fide purchaser, without notice, it must be shown not only that the party had no notice of the complainant's rights before the purchase, but that the purchase money was actually paid before such notice; and that, though the purchase money was secured, yet, in fact, it was not paid before notice — it will not be sufficient to maintain the plea; that when it can be seen, that the party cannot be injured;