A more complicated variant on this situation arises when the contract is made an behalf of a Corporation not yet formed, and no explicit responsibility of the incorporator or promoter is provided. Under these circumstances, too, the latter's liability is usually inferred. Some Systems reach the result through consideration of agency principles, others through more or less specific Corporation law oriented doctrine. Only in the DUTCH law is this personal liability questionable; there the ability of the later Corporation to avoid the obligations of such a contract seems to dictate a reciprocal ability an the part of the contracting promoter-party not to be bound in the absence of a specific declaration of will to the contrary.

[...]

In the search for appropriately differentiated Alter ego doctrine, the AMERICAN decisions, and especially the numerous ones of CALIFORNIA, are the most useful. While the readiness of the various AMERICAN jurisdiction to accept an "alter ego" or "disregard" result differs greatly among them, it seems reasonably clean that the combination of clearly inadequate capitalization of the venture, and formal commingling of corporate and personal affairs by the owner sought to be charged, often suffices to justify a finding that, the corporate entity should be disregarded.

[Set out in detail.]
Referring Principles:

- X.2 - Piercing the corporate veil
- X.3 - Liability of corporate founders