A more complicated variant on this situation arises when the contract is made on 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 of the part of the contracting promoter-party not to be bound in the absence of a specific declaration of will to the contrary.

...
Personen (Thesis, Heidelberg 1965); *Wiedemann, Bär and Dabin*, esp. 5; *Rehbinder; Gower*, too, leans hereon to some extent; see supra n. 238; and see *Feltham*, Lifting the Corporate Veil: Special Lectures of the Law Society of Upper Canada 1968. Developments in Company Law (Toronto 1968) 305-332, 332. See also *La personnalité morale et ses limites* (Travaux et Recherches de l'Institut de Droit Comparé de l'Université de Paris XVIII) (Paris 1960); *Cohn and Simitis*, "Lifting the Veil" in the Company Laws of the European Continent: 13 I.C.L.Q. 189-225 (1963) 241 See the overview in *Lattin, Jennings and Buxbaum* 141-155. 241 See the overview in *Lattin, Jennings cmd Buxbaum* 141-155.

**Referring Principles:**

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