

been clothed with this new capacity, it is declared, that nothing therein contained should exempt any member, or members of the company from any liability in his, her, or their individual capacity for or on account of any contract or contracts theretofore made.

Hence it is manifest, that their liabilities in their natural capacities, as the association of *Richard Caton, John Gibson* and others, were to be in no way impaired, or in any manner blended with those of their new and artificial one called *The Cape Sable Company*. The two being absolutely distinct, and being intended to be kept entirely so. The contracts of the association separately or of the association together with their partners *Lechleitner* and *Troost*, could have, of themselves, no connexion whatever with those of *The Cape Sable Company*. (d) And besides this body politic, as a new and artificial stranger, could not be intruded upon *Lechleitner* and *Troost* as a partner in place of the association of *Richard Caton, John Gibson* and others, with whom they had connected themselves. It is not only an artificial stranger to the partnership formed under the deed of the 25th of September, 1813; but it is a corporation of a very peculiar and limited character. It cannot dissolve itself, or dispose of or mortgage its property, or engage in any other manufactory, except that of alum and copperas, without the consent of three-fourths of the stockholders holding three-fourths of the shares; whence it is evident, that it would be impracticable to introduce this body politic as a substitute for the association constituted of *Richard Caton, John Gibson* and others, and to place it in the same position which that association occupied according to the terms of the contract between that association and *Lechleitner* and *Troost*; (e) and therefore the partnership must be considered as having been dissolved on the 5th day of April, 1819, when all the rights and interests of the association were regularly transferred to the body politic.

There is no proof of any contract of partnership between *Lechleitner* and *Troost*, or either of them, and *The Cape Sable Company*, after that day; or of that company's ever having assumed upon themselves the payment of any debt due from the association to *Lechleitner* and *Troost*, or either of them; and consequently, so much of these claims as originated before the organization of *The Cape Sable Company*; and which is not founded on any express or

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(d) 1 Fonb. Eq. 308; *Dance v. Girdler*, 1 New Rep. 35.—(e) *Marquand v. The New York Manufacturing Company*, 17 John. 525.