

erals in about eight hundred and seventy-six acres of other lands, all lying in Anne Arundel County; and the personal estate they describe as consisting of slaves, horses, carts, wagons, implements used in the manufactories, &c. But they do not say, or in any manner intimate, that the real estate was sold, or even offered for sale separately from the personalty; nor do they furnish any means whereby the separate value of the real and of the personal estate may be ascertained, or how much of the purchase money was given for the one or the other. These trustees also report, that they had given notice, as directed, to the creditors of the Cape Sable Company, to bring into the Chancery office the vouchers of their claims, within six months from the day of sale. This sale was finally ratified on the 23d of September, 1828.

On the 6th of October, 1828, Philip G. Lechleitner, for himself and in behalf of and to the use of J. J. Vanderkemp, executor of Paul Busti, deceased, filed his petition and claim, in which he states, that he was for a number of years employed by the Cape Sable Company as agent and superintendent of its manufactories and concerns; that in the course of his agency he had, as appeared by his account, which he was ready and would be able to verify, large sums of money due to him, amounting, on the 10th of August, 1824, to the sum of \$27,042.45; which, with interest on the several items, was still due; that he had assigned this claim against the Cape Sable Company to the late Paul Busti to secure him for the amount which he, Lechleitner, owed him, Busti. Whereupon he prayed, that his claim might be adjusted and allowed accordingly, &c.

Among the vouchers produced and admitted in evidence, in relation to this claim of Philip G. Lechleitner, is an agreement under seal, made and entered into on the 25th of September, 1813, by Richard Caton, John Gibson, Robert G. Harper and Robert Patterson of the first part, and Philip G. Lechleitner and Gerard Troost on the second part, for the establishment and carrying on of works for making copperas and alum, or either of them, on lands in Anne Arundel County, lately conveyed by the said John Gibson to Charles Carroll of Carrollton, in trust for the use of the said John Gibson, Richard Caton and others. The partnership

**629** \* formed under this agreement was to continue for ten years from the date thereof; and the mode in which the business of the concern was to be conducted; the capital to be furnished by the parties of the first and second part; and the terms and proportions in which the profits were to be divided between them, are all particularly specified in the contract itself.

On the 22d of October, 1828, William O'Hara filed his petition, in which he stated, that during the term of his sheriffalty of Anne Arundel County, four writs of *feri facias* from Anne Arundel County Court against the Cape Sable Company, one at the suit of