

be reduced from the amount of claim No. 14; no credit having been allowed therefor in said claims.

But the auditor further reports, that by an agreement made and entered into between *Richard Caton* and others, who were afterwards incorporated by the name of *The Cape Sable Company*, of the first part, and said *Philip G. Lechleitner* and *Gerard Troost* of the second part; and dated on the 25th of September, 1813, the said *Lechleitner* and *Troost* engaged to erect and establish, on the lands at Cape Sable, belonging to said *Richard Caton* and others, works for making copperas and alum; and to carry on and superintend the same; and to supply and furnish one-half part of the whole capital that might be found necessary for so establishing and carrying on said works. By a subsequent article of the same agreement, the said *Lechleitner* and *Troost* undertook to furnish all the capital, above five thousand dollars, which should be necessary for the purposes aforesaid; and provision was then made for distribution of the profits of the works between the parties to the agreement. The auditor thinks, that this agreement made said *Lechleitner* and *Troost* co-partners with the said *Caton* and others; and with *The Cape Sable Company*, since its incorporation; and as such their claims, for capital, or for additional advances, should be postponed to the claims of the mere creditors of the company. This objection applies to claims No. 14, 15 and 16. It may be proper to remark, that *P. G. Lechleitner* is charged on the books of the company with the whole amount of capital, stipulated to be furnished by said *G. Troost* and himself.

The auditor further reports, that said *P. C. Lechleitner* by a writing, dated on the 26th of September, 1816, in consideration of some money lent, assigned to *Paul Busti*, since deceased, all his right and interest in the copperas and alum manufactory at Cape Sable, and the whole amount of his advances made for the same, as security for moneys lent, or to be lent; and also for notes discounted by said *Busti* for said *Lechleitner*; that by a deed, bearing date on the 31st of August, 1820, the said *Lechleitner* and *Troost* assigned unto *Rosewell L. Colt* and *James Neilson*, all their right, title, interest and estate in and to the aforesaid works, as used and enjoyed by them under their contract with the company, in trust, to secure the payment of certain moneys due from said *Lechleitner* and *Troost* to said *Rosewell L. Colt* and *James Neilson*; a copy of which is filed with claim No. 6. And by another deed, executed on the 10th of August, 1822, the said *Lechleitner* assigned unto said *Paul*