

intend 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 copartners 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 * Busti all his share, right, interest, **650** claim and demand in and to the aforesaid works, and also all claim and demand, that he might have against the said works, for advances of money made for the said establishment. This last deed notices the assignment of the 26th of September, 1816; and professes to be made to secure the payment of the sum of \$10,296.48, as of the first of January, 1822. The auditor thinks the claims of said Lechleitner and Troost, if established, will be liable for payment of said claim No. 6, in the first instance; and that the residue of the said claim of said Lechleitner, to the extent of the sum of \$10,296.48, with interest from the first of January, 1822, will be payable to the said Paul Busti's representatives.

The auditor further reports, that the trustees have not yet obtained an allowance for their expenses; and that the claim of said P. G. Lechleitner which was, by an order of the 24th of September, 1829, referred to Samuel Moale, William Gwynn, and Charles