

ral creditor; is unsustained by any evidence; and is barred by the Statute of Limitations. Thirdly. Because Carroll's claim is not sustained by any evidence; is not admissible as a *bona fide* and regular judgment claim; or as that of an equitable or of a general creditor; and is barred by the Statute of Limitations. Fourthly. Because the claims of Eli Balderson and James Neilson are unsupported by any evidence; and are barred by the Statute of Limitations. Fifthly. Because it has rejected from his claim, No. 16, the items designated as expenditures since the last entry in the Cape Sable Company's books of December 31st, 1828; and also those designated as the third, sixth, seventh, and eighth, or last errors claimed by him to be corrected; and insists, that the amount of capital, additional capital, and negro capital, ought to be deducted from the amount of his claim. Sixthly. Because it insists, that the assignment to James Neilson and Rosewell L. Colt by this exceptant, entitles Neilson's claim to be paid out of this exceptant's claim, No. 16, in preference to Paul Busti. Seventhly. Because it ought to have allowed his claim absolutely and fully as he has stated it, and without any reservation or deduction. And \*eighthly, Because it declares, that Lechleitner and Troost **652** are not respectively, or in any way to be considered as partners of the Cape Sable Company, or of the persons composing the association incorporated as the Cape Sable Company; or that any agreement of them, or either of them exists, as stated.

Leonard Foreman, Benjamin Welsh, and James A. Sangston, rely on the first, second, third and fourth exceptions of Lechleitner; and aver, that their respective claims are fully proved, and are not barred by the Statute of Limitations.

Gerard Troost relies on the first, second, third, fourth, and eighth exceptions of P. G. Lechleitner; and also excepts to it, because it insists, that his claim ought to be lessened by any deduction for capital, additional capital, or negro capital; and because of its denying the sufficiency of his vouchers fully to sustain his claim.

And William O'Hara also excepted to this report, other than so much of it as relates to the judgment claims. First. Because they are not proved according to law. Secondly. Because they never had any legal existence. Thirdly. Because they are barred by limitations. And he also relies on all the objections made by the auditor against the claims therein mentioned.

The claim of Philip G. Lechleitner for an allowance out of the proceeds of sale for certain fixtures to which he asserted a right, and which were included with the property sold, having been referred to arbitration, the arbitrators returned an award; which, by an order passed on the 27th of April, 1831, was finally ratified and confirmed.