thirdly - to the discharge of the debts due by said Charles Brook Jr. by quarterly or half yearly dividends in the discretion of the trustees, first extinguishing all debts in sums of less than one hundred dollars, to any individual, firm or company: provided that no person shall be entitled to the benefit of any dividend, until he shall have signed, sealed and delivered his assent in writing to the terms of this deed, and after satisfying the objects and purposes for which the present trust is created, and which are herein before created, and which are herein before expressed and set forth, then in trust for the proper use and behalf of the said Charles Brook Jr. and his assigns, and for no other use or purpose whatsoever. And the said Daniel Raymond and Daniel Cobb each for himself, and his own heirs, executors and administrators doth covenant grant and agree, to and with the said Charles Brook Jr. and to and with each and every of the parties of the third part hereunto for him, her or their several and respective interests, that the said parties, each of them for himself, shall and will well and truly do and perform all and every act and acts which they are required to perform by the above recited agreement, or by the terms of the clause of the trust above written, but it is fully understood that no one of them is to be answerable for the act or default of another, unless he be privy or consenting thereto. In Testimony of all which the parties of the first and second parts hereunto set their hands and seals, the day and year above written

The words "to assist" being first interlined.

Signed, sealed and delivered, in presence of

Wm. H. Freeman.

Charles Brook Jr. (Seal)
D. Raymond (Seal)
Daniel Cobb (Seal)

Memorandum. It is further covenanted, agreed and understood, by and between all the parties hereunto, that the said Daniel Raymond and Daniel Cobb or either of them, may at their pleasure, relinquish to the parties hereunto of the third part, their interest in the bill and trust aforesaid, by giving ten days notice, to be published from times in two of the Baltimore daily papers, and this memorandum is to be regarded as a part of the above deed. Witness our hands and seals, the day and year above written.

Witness
Jas. B. Latimer.

Charles Brook Jr. (Seal)
D. Raymond (Seal)
Daniel Cobb (Seal)

State of Maryland, City of Baltimore to wit. Be it remembered, that on this twenty third day of January, in the year of our Lord eighteen hundred and twenty nine before the subscribers two Justices of the peace of the state of Maryland, in and for the City aforesaid, personally appeared Charles Brook Jr. party of the first part named in the foregoing Indenture or instrument of writing, and acknowledged the same to be his act and deed, according to the true intent and meaning thereof. In Testimony whereof we hereunto subscribe our names on the day and year aforesaid.

Jas. B. Latimer. J. H. Belt

Received to be recorded the 9th day of February 1829. Same day recorded and examined per

Wm Gibson Clk.

And then proved that the plaintiff purchased the property in said deed mentioned, from the Marshall of the United States for the District of Maryland, on the seventeenth day of July, one thousand eight hundred and twenty nine, at a sale made by him, in virtue of a fieri facias to him directed, issued out of the Circuit Court of the United States for said District, against the lands and tenements, goods and chattels of Charles Brook Jr. and received possession thereof from Cobb, Wyman and Company, who had rented it from Daniel Cobb and Daniel Raymond the trustees in the same year, and then gave in evidence the following account for rent, rendered by William D. M'Kim the owner, to the said Charles Brook Junior.

Lot on French Street, to W. D. M'Kim Dr.

1828	Jany 1.	To 1 years ground rent, due this day	$160.00
1829	Jany 1	To do do do.	160.00
		Contra Cr.	$320.00
1828	Nov 27	By cash	62.50
		Balt. June 1.	$257.50

And then gave in evidence the following note, addressed by the said M'Kim to the said Brook.

Balto 2d June 1829

Mr Charles Brook Jr. Sir. Mr Cobb will not agree to pay the ground rent of $62 50/100 due 5th of June last. I therefore wish to have an interview with you on the subject. Will you be so good as to call on me tomorrow morning at 9 O'Clock at my dwelling.

Yours respectfully William D. M'Kim.

And then gave in evidence the following promissory note of Cobb, Wyman and Company

$273 70/100 Baltimore June 1st 1829

Two months after date, we promise to pay to the order of W. D. M'Kim, two hundred and seventy three 70/100 dollars, value received. Cobb, Wyman & Co.

(Endorsed) William D. M'Kim.

Of which firm it was admitted, the said Daniel was, and is a partner. And also proved that said note was paid to said M'Kim at maturity, and before any distress was levied in this cause. And then gave in evidence the following account for rent, and the assignment thereon.

Lot on French Street to W. D. M'Kim Dr.

1828	Jany 1	To one years ground rent due this day.	$160.00
1829	Jany 1	To do do do	160.00
		Contra Cr.	$320.00
1828	Nov 27	By Cash.	62.50
		Balto June 1st.	$257.50

Baltimore July 29th. 1829

For value received, I hereby assign, transfer and set over, unto Daniel Cobb all my right title, interest and demand, of, in and to, the within account, and do hereby