to the said parties of the first part by the Trustees of the late Francis Dodge, and was a part of his Estate, and belongs to some of his devisees or legatees other than the said parties hereto of the first part; to John Byng four thousand dollars for borrowed money; to Henry McSweeny three thousand dollars borrowed money; to the Bank of Commerce of Georgetown seventeen hundred dollars borrowed in Com to pay duties on sugars; to Boyle, Taylor and Company fifteen hundred dollars borrowed money; the borrowed note of Howell and Stoddard for two thousand two hundred and thirty nine dollars, used by said parties of the first part for their own benefit; to Thomas Ewell three hundred dollars deposited by Lucy Vogel with them to be paid to him for building her house; to William H. Beale seven hundred and eighty nine dollars and twenty cents for re-made deposited by him with them without interest; to George Shoemaker, Senior, one hundred and seventy one dollars and fifty three cents for services as clerk; also the sum of eight thousand and thirty nine dollars and ninety six cents due from them to Elizabeth, Anna and William Marbury, the children of the late Alexander H. Marbury and to their Mother Mary R. Marbury as their Guardian; also the amount, whatever the same may be, supposed to be between eight and nine thousand dollars due from them to Henry H. Francis, Senior, and Elizabeth Dodge, the children of the late Jane B. Dodge, and to the Guardian of such of them as are under age; and also the several sums, whatever may be the amount thereof, due and owing by the said parties of the first part to the said Mary R. Marbury, Emily Dodge, Adeline Lauman the wife of Charles Lauman, and Virginia Poor, the wife of R. P. Poor, respectively, as devisees, legatees or distributees of the said late Francis Dodge, the same being trust funds belonging to them, and loaned or placed by or for them in the hands of the said parties hereto of the first part, and used by them in their business and for their own purposes; and also to the said Edward Chapman such sum as is due from them to him as Trustee for the heirs of Margaret Davidson and Elizabeth A. Chapman deposited by him with said parties of the first part, and used by them, amounting to between eight and nine thousand dollars; and after fully paying and satisfying all the above debts and sums of money, (and if the proceeds shall be insufficient to pay them in full, as the said parties shall share pro rata in the assets,) all the rest and residue of the proceeds from the said property shall be divided and distributed unto and between and amongst all the other creditors of the said parties hereto of the first part equally, share and share alike according to the amount of their respective debts. And the said parties hereto of the first part hereby covenant to warrant the said premises against all persons, and to do any further act the better to convey the same as aforesaid. And the said parties hereto of the second part hereby accept the said trust and covenant duly and faithfully to perform the same. In Witness whereof the said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in the presence of
Henry Reaver.
Jenkin Thomas

Fran[s] Dodge
A. H. Dodge
H. C. Matthews
Ed. Chapman

District of Columbia Washington County, to wit. I hereby certify that

on this fifth day of October one thousand eight hundred and fifty seven before the subscriber a Notary public residing at Georgetown in the County aforesaid, duly commissioned and qualified, personally appeared Francis Dodge and Alexander H. Dodge, known to me personally, to be the parties who executed the said deed, and jointly and severally acknowledged the aforegoing deed to be their and each of their respective act.

Notarial Seal. In testimony whereof I have hereunto subscribed my name and affixed my official seal on this fifth day of October one thousand eight hundred and fifty seven.

Henry Reaver Notary Public.

On the back of the foregoing Deed of Trust, is the following endorsement, to wit: "Received Oct 8th 1857, for record, and same day recorded in Liber J. A. No 16. folios 524, 525 & 526, one of the Land Records of Washington County, & examined per.

J. Nesbitt. Clk."

And the said Claimants also offered to read in evidence to the Jury a duly authenticated copy of a certain other deed of trust or assignment from the said F. & Alex. H. Dodge to the said Matthews and Chapman bearing date the 5th day of October, 1857, and recorded in among the records of Conveyances for the County of Washington in the District of Columbia on the 10th day of October 1857, the due execution of which said deed is admitted by the Plaintiff, and which said authenticated copy so offered is as follows.

Francis Dodge & Alexander H. Dodge
To
Henry C. Matthews & Edward Chapman

Assignment In Trust

Recorded 10th October 1857.

This Indenture made the fifth day of October in the year One thousand eight hundred and fifty seven between Francis Dodge and Alexander H. Dodge of the first part, the said Francis Dodge of the second part, the said Alexander H. Dodge of the third part, Henry C. Matthews and Edward Chapman of the fourth part, all of the District of Columbia, and George W. Riggs and all the other Creditors of the said F. & A. H. Dodge of the fifth part.

Whereas the said parties hereto of the first part are indebted to sundry persons for divers sums of money loaned to and deposited with them, and also in other debts contracted in their business, and they are joint owners of sundry real and personal estates and effects, merchandize notes, stocks, credits, claims and demands, And the said Francis Dodge, is the owner individually of divers real and personal estate and effects; And the said Alexander H. Dodge is also the owner individually of divers other real and personal estate and effects; the whole of which assets and property they are desirous of having made available as early as practicable, and applied to the satisfaction of their debts and liabilities in the manner hereinafter provided for which reason mature and anxious consideration they have deemed most just and equitable.

This Indenture therefore Witnesseth that in consideration of the sum of one dollar current money to the said Francis Dodge in hand paid by