law or in equity, wherever the same may be situate, of him, the said John R. Marchant, whether it be individual property or be held jointly with any other person or persons.

To have and to hold the said property, real, personal and mixed, assets, effects, estate and credits hereby conveyed and assigned, and every part thereof, unto the said Charles Tyler, his heirs, executors, administrators and assigns forever; in trust, however, and to, for and upon the uses and trusts, intents and purposes hereinafter mentioned, expressed and declared, of and concerning the same, to wit: In trust to sell the said property forthwith at public or private sale, and upon such terms as he may think proper, and collect all open accounts, notes, bonds and assets as may be collectible, and out of the proceeds of the sale or sales of the said property, and the money realized from such collections, to apply and pay as follows:

First. To pay all expenses attending the execution of this trust, including a commission of eight per cent. to the said trustee, on all moneys collected and disbursed, for his care, and diligence and attention of, in and about the execution of the powers, trusts and duties hereby created and conferred.

Second. To pay all taxes, ground-rent, mortgages, and all debts which are liens on said property, or any portion thereof.

Third. Then out of the funds remaining, if any, to pay all creditors of the said John R. Marchant ratably and in equal proportions, or in the whole, as the said trust funds may suffice.

Fourth. After the payment in full of all the creditors of the said John R. Marchant out of such trust funds, then to pay over the balance or surplus, if any, to the said John R. Marchant, his heirs, executors, administrators or assigns.

And for the better enabling the said Charles Tyler to execute the powers hereby intended to be reposed in him, the

said John R. Marchant does hereby constitute and appoint the said Charles Tyler his true and lawful attorney, irrevocable, and in his name or otherwise, as the case may require, to ask, demand, and by all lawful ways and means whatsoever, recover, receive and get into the hands, power and possession of the said Charles Tyler, all the estate, assets, effects and credits hereby conveyed and assigned, and acquittances for the same, or for so much thereof as may be received, to give, execute and deliver, with full power for the said Charles Tyler to compromise and settle, by taking a part for the whole, where he may deem it expedient, of any debt, chose-in-action, claim or demand, owing to the said John R. Marchant, and particularly all the property and estate, rights, credits or chosen-in-action in the City of Georgetown, British Guiana, in South America, and also with full power to my said trustee or attorney to appoint one or more under him, for the purposes aforesaid, to make, and again at his pleasure to revoke, ratifying and confirming, and by these presents allowing whatsoever my said attorney shall in my name lawfully cause to be done in and about the premises by virtue of these presents. And the said John R. Marchant covenants that he will execute such further assurances as may be requisite.

Witness my hand and seal.

J. R. Marchant. (Seal)

Test: Geo. McCaffray.

State of Maryland,

Baltimore City. Set:

I hereby certify, that on this seventeenth day of March A. D. 1884, before me, the subscriber, a Justice of the Peace of said State, in and for said city, personally appeared John R. Marchant, and acknowledged the foregoing deed to be his act.