

HodgesButter
Do
GilbertShane
Page 15.

This instrument of three parts made this fifth day of February in the year of our Lord one thousand and eight hundred & twenty nine between William F. Hodges and Edwin Butter late merchants and co-partners in trade doing business in the town of Selma in Dallas County State of Alabama under the name of Hodges & Butter & the first part, Gilbert Shane and Peter Nychoff of the County of Dallas and State of Alabama of the second part, and A. J. & W. Ledgard and other creditors of the said Hodges & Butter executing their presents of the third part, Witnesseth; That whereas the said parties of the first part are indebted & liable unto the said W. F. & W. Ledgard and unto divers other persons and firms particularly enumerated and classed and in a certain memorandum annexed marked A which is herby declared to be part and parcel of these presents in various sums of money therein mentioned be the same more or less. To be accounted by a liquidation of the same respectively which said sums of money and liabilities they the said Hodges & Butter are not at the present time able to satisfy and pay. but are willing and desirous to secure to protect and wheras the said parties of the first part are possessed of co-partnership property and of various outstanding claims

debts and demands particularly enumerated
 and described in the schedule hereto annexed
 marked B, which said schedule is hereby declared
 to be part and parcel of these presents more therefore
 the said parties of the first part for and in con-
 sideration of the premises and of the covenant &
 agreement of the said parties of the first part for
 and in consideration of the premises and of the
 covenants & agreements, of the said parties of the
 second part at and before the sealing and
 delivery of these presents, and of the releases
 and covenants hereinunder made and entered into
 by the said H. J. & W. Lidgard and the aforesaid
 other creditors of the said H. J. & W. Lidgar
 and the third party, do hereby grant, bargain, sell, as-
 signs, transfer, and set over unto the said
 Gilbert Shear & Peter R. Nykoff all their right
 title and interest of and to all and singular
 the property of the said copartnership & whatever
 nature or kind the same may be and all the
 debts, claims & demands whether by bond, bill
 note, open account, judgment, or other wise
 due or in any manner owing or to grow due
 to the said copartnership, to have and to hold
 the same to the said Gilbert Shear and Peter
 R. Nykoff in trust nevertheless to afford the fol-
 lowing use and purposes to wit: to convert
 all the said property into money and to collect
 all the said debts due, claims & demands as soon as
 practicable, and after deducting out of and from the
 proceeds of the same property and of the said debts
 dues, claims & demands all and singular the
 necessary and incidental expenses attending
 and to receive from the execution of these pres-
 ents, and the collection of the said debt, dues and claims
 and demands together with a reasonable compen-
 sation of the said Shear, & Nykoff as trustees as
 aforesaid them in trust in the first place to pay
 and to satisfy Samuel St John, Junr. of Mobile to
 the principal, interest and cost of a certain judg-
 ment lately obtained by the said St. John in the
 Circuit Court for Dallas County, against the said
 parties of the first part, which said judgment
 now amounts to the sum of about two thousand five
 hundred dollars, them in trust in the second
 and next place, to pay and satisfy a certain

draft for five hundred dollars to whomsoever
 may become the holder thereof drawn by the
 said parties of the first part and Henry A.
 Ellis to the order of Gilbert Shaver and en-
 closed by the said Shaver and William Blains
 and has been discounted by the State Bank
 of the State of Alabama and was made pay-
 able at the City of New Orleans and the said
 Samuel St. John of the further sum of sixty
 Dollars the interest thereon due and owing
 to him the said St. John, in and by virtue
 of a certain promissory note, of the said parties
 of the first part, to the order of him the said
 St. John, and after the payment and satisfaction
 of the trusts aforesaid thus in trust in the third
 place to satisfy and pay unto Bable & Thomas
 the principal named and out of a certain
 good and general amounting to the sum of about eleven
 hundred eighty eight Dollars ninety three cents
 which they the said Bable & Thomas lately obtained
 in the District Court of the United States for the
 Southern District of Alabama, against the
 said parties of the first part. There is trust in
 the fourth place, to satisfy and pay unto Fred-
 erick Dase the sum of six hundred dollars
 due and owing to him the said Dase by the
 said parties of the first part, in and by a
 promissory note, of them the said parties of the
 first part, together with whatever interest shall
 or may accrue thereon, and after the pay-
 ment and satisfaction of the trust aforesaid
 in the manner aforesaid there in the trust in
 the fifth place, to pay and satisfy ratably
 to the extent of their respective claims and
 demands the said N. F. & W. Ledgard and the
 aforesaid other creditors of the said Hodges and
 Butler of the third part, and such other per-
 sons and creditors having claims and de-
 mands against the said Hodges & Butler as
 shall within the space of nine months from
 the date of these presents execute and intend
 of writing under their respective hands and
 by which said instrument of writing they
 the said creditors and persons having claims
 and demands as aforesaid so executing do
 now shall and will stipulate covenant

grant and agree to and with the said William
 F. Headges & Edwin Butler not to institute or pros-
 eute any suit or action either at law or in Equity
 against them the said William F. and Edwin
 for or by reason of any claims, debt or demand
 at present existing against them the said William
 F. and Edwin either individually or as copart-
 ners as aforesaid and also to discontinue or dis-
 miss all suits and actions now pending against
 the said Headges, and Butler either individually
 or as copartners as aforesaid and not therefore to
 recover the same and after satisfying and paying
 ratably as aforesaid the said N. F. & W. Ledgard and
 the aforesaid other creditors of the said Headges and
 Butler of the third part and such other creditors
 and persons, having claims & demands against
 the said Headges & Butler as shall have executed
 within the time and in the manner above men-
 tioned an instrument of writing to the said
 Headges & Butler as above mentioned thus agree-
 ing in trust with any balance, which may
 be remaining in the hands of the said Trustees
 to pay and to satisfy ratably all and singular
 such creditors and persons having claims
 and demands against the said Headges and Butler
 as shall not or may not have executed the afore-
 said mentioned instrument of writing within
 the time and in the manner above mentioned
 and after satisfaction of the trust aforesaid in
 the manner aforesaid to account for the residue
 if any there be, of the said fund according to
 law, And the said parties of the first part
 do hereby grant to the said parties of the second
 part full and ample power in the premises
 and in their name or names to do execute and
 perform all such acts deeds matters and things
 in relation to the premises as were in all
 courts of jurisdiction or elsewhere which may
 be necessary and proper to fulfil and carry
 into effect the purposes of this instrument
 and an attorney or attorneys under them to cre-
 ate and appoint for the purposes aforesaid and
 to revoke and retitle at pleasure. And the
 said N. F. & W. Ledgard and the aforesaid other cred-
 itors of the said Headges & Butler or third part
 respectively in consideration of the premises

do hereby covenant, grant and agree, for them
 selves respectively and for their respective co-
 partners, their executors and administrators
 to and with the said parties of the first part
 and each of them and their heirs, executors or
 administrators that they the said parties of the
 third part shall not, sue, molest or impede
 the said parties of the first part either jointly
 or separately upon for or by reason of any
 cause or action, claim or demand whatever
 which they the said parties of the third part
 have against them the said parties of the first
 part. And it is mutually agreed by and
 between the said parties that in the event of
 the decease of either of the said parties or the
 second part the survivor shall become the co-
 signee and trustee in the place of both under
 this instrument, and all the properties and
 debts, &c. herein assigned shall immediately
 rest in them with all the power & right granted
 by this instrument to both the said parties
 of the second part, And the said parties of the
 second part, in consideration of the premises
 and of one dollar to them in hand paid by
 the aforesaid several parties do hereby covem-
 ant, grant and agree to & with the other par-
 ties hereto, that they will now & faithfully
 perform and fulfill all and singular the ob-
 ligations of this instrument and of all their
 acts and doings shall shall and will as soon
 as practicable under a just and true account
 to the said several parties when demands re-
 quired the said parties of the second part not
 admitting them selves responsible for the prop-
 erty herein assigned except in case of their
 own gross neglect or fraud provided always
 and these presents are upon this express
 condition: that if any creditors of the said
 parties of the first part or persons having
 lawful claims and demands against them
 should have been accidentally omitted from
 the list of creditors &c. mentioned in the man-
 uscript a. hereto annexed, let them and
 in any and every such case the said cred-
 itors and persons having claims and
 demands, as aforesaid shall and will be

entitled to all the privileges above mentioned
in said memorandum or their and each of them
complying with all and singular the terms &
conditions herein imposed upon them
respectively and upon the further consideration
that if they do not comply with the same that
they and in any and every such case they
shall be placed upon the same footing with
such creditors and persons having claims and
demands against the said Hodges and Butler
as shall not or may not have exceeded the afo-
rementioned instrument of writing within
the time and in the manner herein above men-
tioned. In witness whereof the undersigned par-
ties of the first, second and third part have
hereunto set their hands and seals the day and
year first above written.

Signed sealed, delivered in presence of } Hodges & Butler
Mr. J. Lapley, V. B. Sims. } By Wm. J. Hodges.

John L. Watrous. Hodges & Butler.
Wm. J. Lapley. By Wm. J. Hodges.
V. B. Sims. Atty. for Edwin Butler.

N. B. Stebbins. Gilbert Shean.
Daniel Stebbins Jr. {

H. Ferguson. Peter R. Wyckoff.
J. Pickens

N. B. Stebbins. Daniel St. John Jr.
Daniel Stebbins Jr. {
Edwin Butler.