

and part and (Benjamin
by the said John
and ordered to be

William C. C.
VIRGINIANA FILE

part of (Primer William
and thirty
of Primer William
and the

Shirley for \$71.00
and \$7.00
and \$20.00
and \$20.00

Daniel and Jane
the said mill
the records of
also the
and eight

for \$20. devised by
son of Thomas B. P. Hove
May Hugh
to Alfred

for \$5. devised to Elizabeth
Susan B. Graham
for \$8. devised by said
P. Hove

(Edmund & Martha) strong
thine Grant for \$5. Martha
to Susan

Duchy Park lying in Primer
Arthur Hove son of

J. I. Shaw depy for
James Peter
and as held for Primer
eight from Thomas J. Shaw
acknowledged by said
recorded

LR 257 Primer William Public Library
Manassas, Va.
Weens - 60775 Mrs Wm C. C.

This Indenture made this day of the month of _____ 18__

between and thery see between the said James and Robert Keefe of the County of Prince William in the State of Virginia the said Robert Keefe of the County and State of the said part whereas the said Robert Keefe as justice and to sundry persons a list of whom is hereunto annexed and may be also inrolled to sundry other persons whose names are not subject to this instrument from forgetfulness or other accidental omission, all the said debts the said James and Robert Keefe are willing and desirous to provide for and to settle without giving to any of their said creditors (with one single exception) a preference. Now this Indenture witnesseth that the said James and Robert Keefe as well for the purpose before expressed in consideration of one dollar to them paid by the said Benjamin Dyer of the County of the receipt is hereby acknowledged, have granted bargained and sold and by these presents do grant bargain and sell to the said Benjamin Dyer all the following articles or property to wit: All the Machinery in a certain Mill within and occupied by the said James Keefe, or tenants of one Elizabeth Cunningham (widow of Thomas Cunningham deceased) two Carding Machines, one packing Machine, three Looms, one spinning Machine, one gutting Mill, two Nettles and two Hocks, all the Dye stuff and Oil in said Mill and one Lot of waste wool, together with all real interest in a certain Fishing in the State of Maryland, as also all debts due and owing to us the said James and Keefe as per Schedule hereunto annexed will appear. We have and do hold the said articles or property debts due and owing before mentioned to the said Benjamin Dyer his heirs and assigns to their only proper use and behoof forever in trust, however for the following purposes and none other that is to say, to permit the said James and Keefe to retain possession of said property and take the profits that may arise therefrom, until a sale becomes necessary under the terms of this Deed, to proceed to the collection of such outstanding debts as are now due to them the said James and Keefe and to view and dispose of the said articles or property aforesaid, the proceeds of which said property and debts they are to pay over and account for to the said Benjamin Dyer, and on the failure of the said James & Keefe to do so, that the said Benjamin Dyer or his heirs shall on the request of the said Creditor or a majority of them in amount proceed to sell the property rights and debts before mentioned and to manage at public auction for cash, or on such credit as the parties concerned may direct, & after defraying all reasonable expenses and charges attending the sale shall out of the money then to arise pay to the said Creditor in proportion to the amount of their claims respectively such dividends as they may be entitled to receive, paying to each creditor as aforesaid his pro rata share of such money with this one exception, that the rent which shall be due and owing, on the fourth of July next, supposed to be about two hundred and sixty dollars to Elizabeth Cunningham for the use and occupation of the Mill aforesaid shall be wholly paid off and discharged by the said Dyer before any distribution takes place as aforesaid. This said Benjamin Dyer giving thirty days notice of the sale as above authorized and directed by advertisement in some newspaper printed in Alexandria, and by exhibiting the same at the front door of the Court House of Prince William County on some Court day previous

to the day of sale, and if any balance remain shall pay over the same the said Jannoy and Ruffel their heirs or assigns, and shall likewise warrant to the purchaser or purchasers of the personal property, shall be the duty of the said Dyer whenever requested by the major Creditors in writing as aforesaid or amount, to proceed to sell the goods and debts aforesaid, according to the terms & stipulations aforesaid, with that he be no default upon the part of the said Jannoy & Ruffel as aforesaid always and on this condition that if the said Jannoy & Ruffel their heirs shall at any time before sale actually made pay & satisfy the debts which intended to be provided for & secured by this Deed, and shall also pay & charges which shall hereafter be accrued under this Instrument, then this Deed shall cease & determine. And the said Jannoy & Ruffel for themselves their heirs Executors & admors do hereby covenant with the said Dyer his heirs, that by the said Jannoy & Ruffel and at the time of the delivery hereof possession of a perfect and absolute right & title to the property, rights & debts hereinafter conveyed & transferred to the said Dyer for the purposes aforesaid, and that they the said Jannoy & Ruffel with their heirs, the said property, rights and debts before described and transferred, will warrant unto and defend the said Dyer his heirs and assigns against the claims and demands of the said Jannoy & Ruffel, and all other persons whomsoever. And the said Dyer for himself his heirs & assigns do hereby covenant with the said Jannoy and Ruffel and the Creditors aforesaid, that the said Dyer his heirs & assigns will faithfully use & carry into full effect the same herein contained in witness whereof the parties to this Indenture have hereunto set their hands and seals, the day and year first above written.

Asa M. Jannoy (Seal)
Caleb Ruffel (Seal)
Benj Dyer (Seal)

Subscribed and delivered agreeably to foregoing Deed by Asa Jannoy on his behalf to be made about & within the County of Dukes, with him by the said Dyer account about & within four & four hundred Dollars.

A list of the Creditors subscribed hereto
Elizabeth Dunnington
Executors
Harrison Doster upwards of \$500.
Thos. Tolson do \$330
James Tolson abt
Walter Wood abt 40
Thos. Arington do \$20
Geo. Walker upwards of \$100.
Alexander & Reid
Robt. Alexander
Wm. Hubbs upwards of \$1000.
Nathan Harris do \$800.
Bank of Columbia - \$300
Thomas Parke \$150.
John Harris (Senr),

Asa Jannoy and Caleb Ruffel
John Mayes
John Mayes
R. B. Wheat
Geo. Johnson Sr.
S. H. Jannoy
Henry Rice
Shelton Chapman
Wm H. Fitzhugh
Cmpt & Hart abt \$50.
Herr & Peyton

And the
This Indenture be
Benjamin Dyer
signed by the parties

File
Dyer
will

This J
Asa M. Jannoy of
and Jannoy, Will
as the said Asa &
the sum of One
the sum of Twenty
+ thirty three Dollars
my is willing & des
consideration of the
said Asa M. Jannoy
sealing & delivering
the said Asa M. Jannoy
both give bargain
the following person
one small round
sum ditto, one accon
brents, one yellow
bits, three old ditto
pair sheets, fourteen
one looking glass,
York, one cooking
one table & tin
one pair shovel
one pair tongs, one
some shot one kettle
two iron pots one
one glass & one
one pair of
one pair of
one pair of
one pair of
one pair of
one pair of

Property of
Wm. Hubbs
Dec 10 1798

5-22-97