

that he will faithfully and without delay execute the said trust according to the best of his skill knowledge and ability.

On witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Edward C. Martin (LS)

Edward J. Newcomb (LS)

In presence of  
Lester W. Bloch

State of New York  
City and County of Albany

On the twenty-seventh day of July in the year one thousand nine hundred and three before me personally appeared Edward C. Martin and Edward J. Newcomb to me known and known to me to be the individuals described in and who executed the within instrument and severally acknowledged that they executed the same.

Lester W. Bloch  
(Real) Notary Public.

Dec 27<sup>th</sup> July 1903.

at 12<sup>55</sup> P.M.

*[Signature]*

This indenture made the seventeenth day of August, in the year nineteen hundred and three Between Benjamin W. Dear residing at this date at No 4. Spring Street in the City of Albany County of Albany and State of New York and Joseph A. Brown residing at this date at no 39 Chestnut Street in the City of Albany County of Albany and State of New York co-partners at this date, in the business of manufacturing and selling clothing at No 8, 10, 12, and 14 James Street in said City of Albany in the County of Albany and State of New York under the name firm and style of B. E. Craft the parties of the first part and Robert T. McCanley of No 120 Central Avenue in said City County and State of the second part - Witnesses that whereas the said parties of the first part as such co-partners in business as aforesaid are justly indebted to divers individuals and corporations and being unable to longer continue their business as such co-partners with profit and having insufficient cash capital with which to pay all their debts are desirous of making a just and fair distribution of their property and effects among their creditors.

Now therefore this indenture witnesseth that the said parties of the first part as such co-partners do agree and in consideration of the premises and of the sum of one dollar to them in hand paid by

the same parties of the second part the receipt whereof  
is hereby acknowledged. have granted bargained  
and sold released assigned transferred and set over  
and by these presents do grant bargain and sell re-  
lease assign and set over unto the said party  
of the second part, all the good, chattels merchandise  
bills, bonds, notes, book accounts, claims, demands  
chores in action books of account evidences of  
debt and property of every name nature and description  
whatsoever and whatsoever of the said parties of the first  
part as such co-partners do have and to add the same  
to the said party of the second part in trust to sell, and  
and to and for the following uses intents and purposes.  
That is to say, that the said party of the second part shall  
take possession of all the property and effects hereby as-  
signed or intended so to be and sell and dispose of the  
same, either at public or private sale to such person or persons  
for such prices and upon such terms and conditions as  
in his judgment may appear best, and most for the inter-  
est of the parties concerned and convert the same into  
money, and also to collect all and singular, all the  
said debts due, bills, notes, accounts, claims, demands,  
and chores in action or so much thereof as may prove  
collectible and thereupon to account and deliver good  
and sufficient bills of sale releases and other in-  
struments that may be necessary and proper to effect a  
sale and transfer of any and all property and effects  
hereby conveyed or intended so to be and with  
the proceeds of such sale and collection, the said  
party of the second part shall first pay and  
disburse all the just reasonable and usual ex-  
penses, costs charges and commissions of making,  
reporting and carrying into full effect this assign-  
ment and the objects thereof - and the residue of  
the proceeds of said sale and collection shall be con-  
sidered as the net avails and proceeds of the prop-  
erty and effects hereby assigned. By and with the  
aforesaid net avails and proceeds the said party of  
the second part shall pay and discharge in full  
if such net avails and proceeds is sufficient for  
that purpose all the debts and liabilities now due  
or to become due from said parties of the first part  
as such co-partners together with all interest moneys  
due or to grow due thereon - and if said net avails  
and proceeds shall not be sufficient to pay said debt  
and liabilities, and interest moneys in full then to  
apply the same, so far as they will extend to  
the payment of the said debts and liabilities and  
interest moneys proportionately to their respective

amounts - and hereby the said party of the second part shall return the surplus, if any remains after the payment of all debts due by the said parties of the first part as such co-partners to the said parties of the first part their executors administrators or assigns and for the better and more effectual execution of these presents, one of the trusts here by created and upon the parties of the first part as such co-partners do hereby make certain and appoint the party of the second part their true and lawful attorney, irrevocable with full power and authority to do, transact and perform all acts, deeds, matters and things which may be necessary in the premises, and to the full execution of the said trusts, and the said party of the second part doth hereby assent to and accept the said assignment and the trusts hereby created and imposed in him. In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written -

Benj. M. Seor (43)  
 Josiah D. Chopin (43)  
 Robt J. McCauley (43)

State of New York  
 City and County of Albany -

On this 17<sup>th</sup> day of August 1903 before me the subscriber personally appeared Benjamin M. Seor, Josiah D. Chopin and Robert J. McCauley to me personally known, and to me known to be the individuals described in and who executed the foregoing instrument for the uses and purposes therein specified and severally acknowledged that they executed the same.

Joe A. Lawson  
 Notary Public  
 Albany Co. N.Y.

Dec Aug 17, 1903  
 at 4:54 P. M.

John J. [Signature]