

Territory of Montana
County of Missoula

To all to whom these
presents shall come.
I Frank H. Woody, of Missoula, Missoula
County Montana Territory, a Notary Public in
and for Montana Territory aforesaid, duly
Commissioned and sworn as such,
whose commission will only expire on Jan^y 1st 1885,
do hereby certify that on the
date hereof George J. Bottcher
of Missoula, Missoula County, Montana
Territory, United States of America aforesaid
personally known to me appeared
before me and in due form of law
did subscribe and swear to the
truth of the affidavit on the other
side written

In Testimony whereof I
have hereunto set my
hand and Official Seal
at Missoula, County of Missoula
Montana Territory, United
States of America

this 28th day of September
in the year of our Lord
one thousand Eight hun-
dred and Eighty-three

Frank H. Woody
Notary Public in and
for Montana Territory



Territory of Montana
County of Missoula

I George J. Bottcher of
the Town of Missoula, County of Missoula,
Montana Territory, United States of America,
do Solemnly and Sincerely declare
and also make oath and
say That I was present on
the 24th day of August one
thousand eight hundred and
Eighty three at Missoula, Missoula County,
Montana Territory United States of America,
aforesaid and did see Chas. M. Carpenter
the maker of the
annexed Instrument sign and
execute the same voluntarily as
his act and deed
Declared and sworn
to before me at the
Town of Missoula, Missoula
County, Montana Territory
United States of America

this 28th day of September
A.D. 1883

Frank H. Woody
Notary Public in and for
Montana Territory

George J. Bottcher



This Indenture is made the
day of August One
thousand Eight hundred and
Eighty three Between Chauncey
Carpenter of the City or town
of Vancouver in the Province of
British Columbia ship owner and
Saw Mill proprietor of the first
part Thomas Morgan of the
town or city of Vancouver
aforesaid Minor as trustee
as trustee for himself and the
remainder of the creditors of the
said Chauncey Carpenter of the
second part and the several other
persons creditors of the said
Chauncey Carpenter who shall
sign and execute these presents
within three months from the date
hereof of the third part Whereas
the said Chauncey Carpenter is
justly and truly indebted in
undry considerable sums of money
and has become unable to pay and
discharge the same, and he the
said Chauncey Carpenter is now
desirous of making a fair and
equitable distribution of his
property and effects among
his creditors for the purpose of
paying and satisfying ratably
and proportionately and without
preference or priority all the
creditors of the said Chauncey
Carpenter their just debts. —

Now this Indenture Witnesseth
that the said Chauncey Carpenter
in consideration of the premises
and in consideration of the discharge
hereby given doth hereby grant
sell assign and transfer to the
said Thomas Morgan

All and singular the real and
personal estate of him the said
Chauncey Carpenter whatsoever
and wheresoever and all debt
moneys choses in action and other
things due to or demandable by
the said Chauncey Carpenter and
particularly the barge or vessel
"Uauaius" registered in British
Columbia her tackle apparel and
furniture, the Logging Camp and
things pertaining thereto situate
at or near Uauaius aforesaid
the leasehold interest in the Saw
Mill situate there - the plauer
and the cattle - horses and apparel
and harness thereof - the store
and all the stock of goods therein
To have and to hold the real and
personal estate hereby granted and
assigned or expressed and intended
so to be and all other the real
and personal estate of him the
said Chauncey Carpenter unto and
to the use of the said Thomas
— Morgan his heirs Executors
administrators and assigns
according to the several natures

and tenures of the said properties
respectively absolutely, ^{and for ever} but subject
to the mortgages charges and
incumbrances affecting the same
Upon trust to collect and receive
sell and dispose of the said
premises in such manner and
at such times as ^{the said Thomas Morgan} he shall see
fit and upon trust out of the
moneys to be received from such
sale and collection to firstly
pay and discharge all costs
charges and expenses which
may be incurred in and about
such collection and sale and in
the preparation and otherwise in
relation to these presents and
subject thereto to pay retain and
satisfy rateably and proportionally
and without any preference to
himself the said Thomas Morgan
or the other persons parties hereto
of the third part the several debts
which are owing to him the said

Thomas Morgan — and
to the several parties who within
three months from the date hereof
shall assent to and execute
this deed and should there be
any surplus after satisfying the
debts of those who shall become
parties to this deed then to
divide such surplus in rateable
proportions and without
preference amongst those creditors

of the said Chauncey Carpenter
(if any such there should be) who
refuse to sign and execute or assent
to the provisions of this deed, and
subject to the payment of all the
just debts of the said Chauncey
Carpenter to render the surplus of
the estate of the said Chauncey
Carpenter if any surplus there be
to him the said Chauncey Carpenter
Provided always that it shall be
lawful for the said Thomas

Morgan - to make to the said
Chauncey Carpenter such allow-
ance, or return to him such part
of his personal effects (not ex-
ceeding the value of five hundred
dollars) as he the said Thomas

Morgan may deem expedient
and also to employ such person
or persons in winding up the
affairs of him the said Chauncey
Carpenter and in collecting and
getting in his Estate and effects
hereby assigned and in carrying on
all or any of the businesses or
concerns in which the said Chauncey
Carpenter has heretofore been engaged
if thought expedient by the said
~~such person~~ Thomas Morgan and to allow
such person or persons as aforesaid
out of the trust Estate such reason-
able remuneration as to the said
Thomas Morgan shall seem
just And the said Chauncey

Carpenter doth hereby appoint
the said Thomas Morgan
to be the true and lawful
attorney of him the said Ebenezer
Carpenter to ask demand sue
for recover and receive of and
from all persons who are or
shall or may be liable to pay or
deliver the same respectively all the
debts, sums of money and premises
hereby assigned or expressed so to
be and on payment or delivery
thereof or of any part thereof respect-
ively to give and execute receipts
releases and other discharges for
the same respectively and on non-
payment or non delivery to com-
mence carry on and prosecute
any action suit or other proceeding
whatsoever for recovering and
compelling the payment and
delivery thereof respectively and
also to compromise compound or
submit to arbitration the said
debts sums of money and premises
or any of them or any part
thereof respectively and for that
purpose to enter into give sign
do and execute such releases
discharges acts and deeds as the
said Thomas Morgan or
shall think proper and also to
adjust and settle all such
accounts reckonings transactions
matters and things relative to the

premises as to the said Thomas
Morgan shall seem meet and
for all or any of the purposes aforesaid
to use the name of the said Chauncey
Carpenter if the said Thomas Morgan
shall think proper and generally to
do execute and perform any act
matter or thing relative to the premises
as fully to all intents and purposes
as the said Chauncey Carpenter could
have done in his own proper person
in case these presents had not been
executed - And whatsoever shall be
done by virtue of this power the said
Chauncey Carpenter doth covenant
to ratify and confirm - Provided
always that nothing herein contained
or the release hereinafter given
shall in any way prejudice or
affect any security held by any
creditor of the said Chauncey
Carpenter or any rights or remedies
which any creditor may have
against any person or persons
other than the said Chauncey
Carpenter for or in respect of
his debt or any part thereof
And the said trustee the said
Thomas Morgan - and the
said creditors parties of the
second and third part res-
pectively in consideration of
the foregoing provisions of this
deed do hereby and each of
them doth hereby acquit release

and absolutely and forever
discharge the said Chauncey
Carpenter of and from and
against all judgments bonds
promissory notes debts and
demands which independently
of this Indenture they or any
of them now have or hold
against him. - In Witness
Whereof the parties aforesaid
to these presents have hereunto
set their hands and seals the
day and year first herein before
written # —

Signed sealed and Chauncey Carpenter
delivered by Chauncey
Carpenter in presence
of George J. Bottcher

Signed sealed and
delivered by Thomas
Morgan — in
presence of
Thomas & Jones

Thomas Morgan

Witness

Signatures of Creditors

A.
 This is the deed of assignment marked
 A. produced by Edward Lawler Prior & McNamee
 Davis respectively on their being sworn to
 their several affidavits in re prior Lawler
 this 20. December 1883

W. Shakespeare f. d.

Dated Aug. 1883

Chauncey Carpenter

to

Thomas Morgan

Assignment for
 the benefit of
 Creditors -

Davis McNamee
 Victoria BC

County of Victoria
 I, the undersigned, being one of the creditors
 of the said Thomas Morgan, do hereby
 certify that the said assignment is
 a true and correct copy of the
 original thereof as the same appears
 from the books and papers of the
 said Thomas Morgan, and that
 the said assignment is a true and
 correct copy of the original thereof
 as the same appears from the books
 and papers of the said Thomas Morgan.
 Witness my hand and official seal this
 20th day of December 1883
 W. Shakespeare
 County Clerk