

Cawston & Co. and Man. Dale & Co.

This Indenture, made this 6th day of February A.D. 1901 between Cawston & Co., parties of the first part, and Man. Dale & Co. party of the second part: Witnesseth, that said parties of the first part have this day delivered, and said party of the second part from them received and taken certain goods and chattels particularly described as follows to-wit:

1-12x16 H.P. & gamble engine. —

Upon the following express terms and conditions, that is to say: said parties of the second part may use the said goods, and shall pay to the said parties of the first part therefor the sum of

Two hundred Dollars due on June 6/1901

Two hundred " " Aug. 6/1901

Two hundred " " Nov. 6/1901

until they have paid them the entire sum of Six hundred Dollars, beside interest on deferred payments at the rate of 8 per cent. per annum from date hereof, all in U. S. Gold Coin. The party of the second part shall not allow any of said goods or chattels to come into the possession or control of any other person, or remove any of them from their mill at Stevenson Wash and shall at their own expense keep the same in repair and good working order, and shall also immediately upon the arrival of the same at the point where they are to be set up, take out insurance thereon against fire for the sum of six hundred Dollars, at their own expense, but in the name of said parties of the first part, and continue such insurance until the termination of this contract; but if said party of the second part shall neglect or refuse to insure said goods, or keep them so insured, then the parties of the first part may take out such insurance for the amount, and at the time and under the conditions hereinabove mentioned, and said party of the second part shall reimburse the parties of the first part for the premium for said insurance with the installment of purchase price falling due next thereafter.

Time is expressly of the essence of this agreement, and in the event that said party of the second part shall fail to make any of said payments or any part thereof, at the times hereinbefore fixed therefor, or shall suffer

or permit any of said goods or chattels to be taken from their possession, or removed from said mill or shall make default in any of the conditions above stated, then this contract may be forthwith terminated, at the option of said parties of the first part, and without notice by them, and they shall thereupon be entitled to the immediate possession of all of said goods and chattels wherever situate; and all payments heretofore made to them by said party of the second part shall be retained by them as their own property, as compensation to them for the use and wear and depreciated value of said goods and chattels, and for their loss and trouble.

And the parties of the first part agree that upon the receipt by them of said amount of One hundred Dollars and interest, before default has been made in any of the foregoing conditions by the party of the second part, they will execute to the latter a bill of sale of said goods and chattels.

But it is expressly understood and agreed by the parties hereto that no title in any of said goods or chattels shall pass to or vest in said party of the second part until the full payment of said purchase price and the execution of said bill of sale.

In case default is made and this contract terminated as above provided, the said forfeited payments shall be in full satisfaction of all claims against said party of the second part arising out of this contract, provided they shall forthwith peacefully deliver up possession of all said goods and chattels to said parties of the first part in good order and condition (reasonable use and wear thereof excepted). But in case said property shall be seriously injured or impaired in value, or in case suit shall be brought to recover possession of the same or for its value, or for such injury, then said parties of the first part shall be entitled, in addition to said forfeited payments, to recover full compensation for such injury or impairment, ^{reasonable counsel fee, if suit is brought} and a renewal or renewals thereof from time to time, shall not operate as payment of the purchase price of said goods and chattels, nor shall the same operate as a waiver of the rights of said parties of the first part under this contract, as above specifically provided.

In case of default in or breach of any of the foregoing agree-

ments or provisions by said party of the second part, the said parties of the first part, in lieu of taking possession of said goods and chattels, may at their option, consider the said note or notes or other evidences of indebtedness to be immediately due and payable, and may sue for and recover the full amount thereof according to their terms.

In Witness Whereof, said parties have executed this memorandum, the day and year first above written.

In presence of

R. H. Wilbur

Gawston & Co. (seal)
 Aman Dale Co. (seal)

Filed for record by R. H. Wilbur, 8th February 1901 at 9 a.m.
 C. H. Hale
 Clerk