

Jones & Button with Storey & Keeler Lumber Co.

This agreement, made and entered into this 19th day of March, A.D. 1901, by and between the Storey & Keeler Lumber Co., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, having its principal office and place of business at La Crosse, in said State of Wisconsin, and now doing business at Cascade Locks, Wasco County, Oregon, party of the first part, and Jones & Button of Stevensson, Skamania County, Washington, parties of the second part,

Witnesseth:

That said parties of the second part, for and in consideration of the covenants and agreements hereinafter set forth on behalf of said party of the first part to be by it kept and performed, do hereby covenant and agree to deliver to said party of the first part fifty million (50,000,000) feet of saw logs, cut according to the specifications of the party of the first part, said sawlogs to be placed in the Columbia river at Wind Mountain and at the end of the skid road at or near Stevensson, and in the boom at the mouth of Wind river; all logs delivered at Wind Mountain and at the Stevensson skid road to be kept afloat and rafted into suitable brails ready for the tow-boat to hitch to, at the expense of the parties of the second part.

And said parties of the second part further covenant and agree to build at least one dam sufficient to drive logs out of Wind river, said dam to be placed on the land belonging to the party of the first part, and to have sufficient dam flamage to float logs out.

And said parties of the second part further covenant and agree to make such other necessary improvements to said river to make it a log driving stream; such improvements to include the blasting out of all necessary boulders and the erection of side booms, etc.

And said parties of the second part further covenant and agree that upon the completion of this contract, or whenever said parties of the second part cease logging for said party of the first part under this contract, all of said improvements shall become the property of said party of the first part; and said parties of the second part further covenant and agree to make said improvements during the year 1901, and to fully pay for the same.

And said parties of the second part further covenant and agree that in case said party of the first part should, during the continuance of this contract, purchase any logs from other persons on Wind river, that they will not charge said party of the first part more than twenty-five (25) cents per thousand feet for the driving of said logs in Wind river into the boom

at the mouth of said river, or into the Columbia river.

And said parties of the second part further covenant and agree that said party of the first part may retain fifty (50) cents per thousand feet out of the monthly payments hereinafter specified to be made by said party of the first part to said parties of the second part to be applied as rental for the logging outfit hereinafter described and set forth; provided, that whenever said rental shall reach the sum of \$14500, then said logging outfit is to become the property of said parties of the second part; otherwise said fifty cents per thousand feet is to be considered as rental only for the use of said logging outfit.

And said party of the first part, for and in consideration of the foregoing covenants and agreements of said parties of the second part to be by them kept and performed, does hereby covenant and agree to pay to said parties of the second part the sum of four dollars (\$4.) per thousand feet for said logs when cut and delivered as aforesaid, and stamped in the end and sealed, sawd sealed, in accordance with Scribner's rule, by a competent scales, to be mutually agreed upon by the parties to this contract.

And said party of the first part further covenants and agrees to advance to the said parties of the second part, on account of said logs, three dollars (\$3.) per thousand feet for all saw logs that are cut, sealed and barked in Third river.

And said party of the first part further covenants and agrees to pay said parties of the second part for said saw logs as follows:

On the 15th day of each and every month, for all logs cut, sealed and delivered the preceding month, that is to say, all logs cut, sealed and delivered from the first of the month to the last of the month, are to be paid for on the 15th day of the month following.

And said party of the first part further covenants and agrees to furnish to the said parties of the second part all stumpage without charge necessary for the completion of this contract, and to designate where the parties of the second part shall cut logs at the several places.

And said party of the first part further covenants and agrees to procure all rights of way for logging roads, dams, flumes and landings necessary for the removal of said timber, without cost to said parties of the second part.

And said party of the first part further covenants and agrees to sell to said parties of the second part its entire logging outfit, an inventory of which is hereto attached, marked "Exhibit A", and

made a part hereof, for the sum of Fourteen Thousand Five Hundred Dollars (\$14,500) and agrees to accept payment therefor in the following manner, to-wit: To deduct fifty (50) cents per thousand feet from the monthly payments to be made by it to said parties of the second part, and to place the same to the credit of said parties of the second part as a payment on said logging outfit, with the distinct understanding that said logging outfit is now, and shall remain the property of the said party of the first part until the same is fully paid for by said parties of the second part, in the manner aforesaid, or otherwise. And in case the said parties of the second part shall fail to make the full payment for said logging outfit, as hereinbefore set forth, then said logging outfit is to still be and remain the property of said party of the first part, free and clear of all claim or interest therein on the part of said parties of the second part, and all sums of money paid at the rate of fifty cents per thousand upon said logging outfit are to be considered as rental for the same, and not otherwise; but in case said parties of the second part shall have paid to the said party of the first part the full sum of \$14,500. in the manner above provided, or otherwise, then said logging outfit is to become and be the property of said parties of the second part; and said party of the first part hereby agrees in that event to make and deliver to said parties of the second part, a good and sufficient bill of sale therefor. And said party of the first part now turns over to said parties of the second part, said logging outfit, in accordance with the foregoing understanding, and with the further understanding that said parties of the second part will always keep said outfit in as good condition as the same is now in, and will replace all parts thereof which may be lost or destroyed.

It is mutually agreed by and between the parties hereto that no less amount than 10,000,000 feet, and no greater than 15,000,000 feet shall be delivered at the aforementioned terms annually, except that should the party of the first part be unable to dispose of their mill cut of lumber without loss, then the logging operations by the parties of the second part under this agreement, shall cease at the request of the party of the first part, until such time as the party of the first part may be able to resume the selling of its lumber.

In Witness Whereof, said party of the first part by J. O. Storey its President and General Manager, has signed its Corporate name, and said parties of the second part have here-

were signed their name and affixed their seal, to these presents, executed in duplicate, the day and year first above written.

Witnessed by
S. H. Russell
C. H. Moor.

Storey & Keeler Lumber Co.

By J. O. Storey.

President & General Manager

J. H. Jones

J. H. Button.

Exhibit - A-

To Jones & Button Contract of March 19 1901

One Lidgerwood Steam Donkey, of 2 - 10 x 12" cylinders, and all complete with Steam-Gauge, Whistle, Oil-cups, and a small Duplex Steam Pump.

One Lidgerwood Steam Donkey #96, same as above, without Steam Pump.

One Lidgerwood Steam Donkey, of 2 - 7 1/2 x 10 cylinders, complete with Steam Gauge, Whistle and Oil-cups.

4000 feet Signal Wire, 3500 feet 7/8" Wire Rope.

4000 feet 3/8" Wire Rope.

1 1/2 Miles 30 and 40 lb Relaying Rail and ties laid in track at Mind Mt.

One - 25 Ton Climax Locomotive, 11 x 12 cylinders. All fittings complete.

Camp Buildings at Mind Mt. consisting of Board Cook-house and Dining R. and Board bunk-house for 48 men.

One Barn for 8 horses, and Dwelling House near Stevenson, Wash.

Camp Buildings known as Upper camp near Stevenson, Wash.

Cooking outfit and dishes for 50 men.

8 head of heavy horses, 1 Colt, and 1 Bay mare.

Four Scrapers and Two Plows.

One Cyrrindston 2 1/2 x 18" on wooden frame with ball bearings.

One Iron Vice and Anvil with Donkey engine.

One Portable Forge with set of blacksmith tools, and 3

Straight Wrenches, One Steel Punch and One Chisel

One small portable forge not in use. (no tools)

One bellows and forge, with blacksmith kit and horse-shoeing outfit at Mind Mt. camp.

One small Box Stove at Bunk House at Mind Mt. camp.

Miscellaneous Tools as follows.

1 Large Pipe Wrench	2 Iron Undercutters	1 Crab Hoe.
1 small Straight Wrench,	2 Push Hooks	2 Sops.
1 large "	2 Chisels	2 Sops & chains
10 6 1/2 Cross cut Saws,	14 Picks	8 Axes.

Filed for record by Attorney & Keele L. C. June 20, 1901 at 9 a.m.
F. H. Hale
C. O. Auditor.

P. H. Kale

C^d Auditor.