

sell, at any time during said three years, fail or neglect or refuse to pay any taxes on said land or to keep or maintain in good order and repair any of the fences or improvements on said land or to cultivate that portion of said land which is now cleared and under cultivation, or sell at any time during said three years, cut or place any timber upon or carry or remove or transport any timber across any cleared or improved or cultivated portion of said land, or in any way fail or neglect or refuse to live up to or abide by the terms and conditions of this lease and agreement, this lease shall thenceupon terminate and all rights of said White under this lease and agreement shall cease and be at an end. At the expiration of said three years, or upon any sooner determination of this lease and agreement, said Rose Wierzbicki shall be entitled to the immediate possession of said 120 acres of land, and may, without any further notice or demand, enter onto and upon said premises, or any part thereof, in the name of the whole, and repossess the same as of her former estate, and expel the said White and those claiming under him and remove his or their effects (forsibly if necessary) without being taken or deemed guilty in any manner of trespass, and without prejudice to any remedies which might otherwise be used.

In testimony whereof, I have hereunto set my hand and seal this 27th day of May, 1903.

In presence of
Dan J. McBarkey
Charlotte White.

Rose Wierzbicki Seal:

Filed for record by A. H. Klaarick on the 30th day of May 1903 at 4:30 o'clock P.M.

A. F. Fleckhauer ✓
C. W. Auditor.

S. B. Ives to William Sams.

This Indenture, made the 27th day of October, A. D. 1902, between S. B. Ives, of Lower Cascade, Skamania County, Washington, the party of the first part, and William Sams, of Warrenton, Multnomah County, Oregon, the party of the second part, witnesseth: That the said party of the first part, for and in consideration of the rights, covenants and agreements hereinafter mentioned, received and contained on the part and behalf of the said party of the second part, to be paid, kept and performed, has granted, leased, demised and let, and by these presents does grant, lease, demise and let unto the said party of the second part a certain strip of gravel bar or shore lands on the land commonly known as Ives Island, between the Columbia River and Slough, 800 feet in width and commencing on the section line between

Sections 30 and 31, T. 2 N. R. 7 East, W. M. in Skamania County, Washington, and extending up along said Columbia River for a distance of 1800 feet, the intimation being to have a frontage of 1500 feet in length by 800 feet in width of certain shore lands purchased from the State of Washington by said party of the first part, all in Section 30, T. 2 N., R. 7 E. W. M., in said Skamania County. To have and to hold the said described premises unto the said party of the second part, for his sole and proper use and benefit for the term of ten years, from the 27 day of October, A. D. 1902, to the 27 day of October 1912, it being the intention to cover the fishing season, together with all and singular the tenments and hereditaments thereto belonging and appertaining, and all leads; which and fishing appliances now or since belonging to said party of the first part, if any there be.

In consideration whereby, the party of the second part hereby covenants and agrees to and with the said party of the first part that he will occupy, work and care for said premises during the term aforesaid, in a fishermanlike manner and according to the usual course of fishing practised in the neighborhood; that he will not commit any waste or damage, or suffer any to be done; that he will at his own cost and expense and in a good and workmanlike manner keep the lead and wheel in good repair, and replace same if carried away by or destroyed by water or the elements; and that he will deliver to the said party of the first part, or to his order, one equal third of the proceeds and fish caught or about said premises, of every nature, kind or description, and such division shall be made immediately or within a reasonable time after said fish have been sold and proceeds received therefrom; that he shall keep during the term of this lease a perfect, just and true book of account, wherein shall be entered and set down the number, kind and amount in pounds of all fish caught, the place where and the names of the parties to whom sold and the amount received therefore, and be prepared to make full settlement of any lot of fish sold, the party of the first part to have access to said book at all reasonable hours; that he shall sell and dispose of all fish caught at the market price of best rates obtainable. It is further understood and agreed between the parties that the said party of the second part shall have the privilege of building other and new leads, wheels and scons, and making all and any necessary improvements for fishing purposes, the benefits therefrom to accrue to the said parties hereto in the proportion hereinabove set forth; that the said party of the second part shall have free and uninterrupted access to and from said leased premises. And it is understood that the covenants and agreements aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties. Provided, always, and these premises are upon this condition, that if the said party of the second part shall neglect or fail to perform and observe any or either of the covenants and agreements hereinbefore contained, which on his part are to be performed,

shall work a forfeiture of this lease.

In Testimony Whereof, the said parties have hereunto set their hands and seals, on the day and year first above written, to this and another instrument of like tenor and date, signed, sealed and delivered

in the presence of us as witnesses:

Hamilton Meade

S. B. Tros. Seal;

William James. Seal:

T. H. Ward

State of Oregon

County of Multnomah } ss.

I, T. H. Ward, a Notary Public in and for the State of Oregon, do hereby certify that on the 20 day of October, A. D. 1902, personally appeared before me S. B. Tros and William James, to me known to be the individual described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. My notarial commission expires Dec. 6. 1902. Given under my hand and official seal this 20 day of October A. D. 1902.

Notary

T. H. Ward

Seal

Notary Public for the State of Oregon

Residing at Portland therein.

Filed for record by Wm Tros on the 1st day of June 1903 at 4.30 o'clock P. M.

John C. H. Chapman

A. Fleischbecker

C. Auditor.

The Brunswick-Balke-Collender Company to L. F. Tros.

This Memorandum of Agreement, made and entered into between the Brunswick-Balke-Collender Co., the party of the first part and L. F. Tros of Stevenson, County of Skamania, State of Washington the party of the second part, Witnesseth, That the said party of the first part, being the owner of the hereinafter described personal property, has leased and does by these presents lease and rent unto the party of the second part, the following described personal property, to-wit: One 14 foot Golden Oak Republic Counter

" " " " Back Bar

" 12 " " Fairview Mirror

" 14 " Two Foot Rail

" " " White Pine Top Work Board

and in fact every thing pertaining and appurtenant to said hereinbefore described outfit belonging to and manufactured by the said The Brunswick-Balke-Collender Co., for the term of 10 months from the date hereof, on the following terms and