

Cox & Jewett to The H. C. Albee Co.

Portland, Oregon January 3, 1899

Received of The H. C. Albee Co., (Incorporated) of Portland Oregon. All to be used at or near Chenoweth Wash - the following goods:

- (1) 24" Gang edge - consisting of a $1\frac{5}{16}$ " arbor with 4 ft long.
- (2) 14" Inserted tooth saws with dbl collars - (1) Iron pulley 6"x7" (1) Iron pulley 3"x3 1/2" flanged one end - all on arbor)
- (2) $1\frac{5}{16}$ " Flat boxes - (3) Iron rolls - all 3 1/2"x24" long - one fluted.
- (1) Clutch lever with brass segments - (1) 12"x14" W.S. Pulley.
- (1) 5"x4" W.C. pulley - (1) 19"x4" wood pulley with flange.

under the following conditions, to-wit:

Messrs Cox and Jewett agree to pay them the sum of Fifty two ⁰⁰/₁₀₀ Dollars in U. S. Gold Coin for the said goods in the following installments, to-wit: Twenty seven ⁰⁰/₁₀₀ Dollars, on

Delivery of said goods, the receipt of which is hereby acknowledged, balance as follows:

Twenty five ⁰⁰/₁₀₀ Dollars, in 60 days from date with interest on the whole amount unpaid at the rate of Ten per cent. per annum. It is expressly understood and agreed that until the said sum of Fifty two ⁰⁰/₁₀₀ Dollars, with interest thereon as aforesaid is paid, the said goods are to remain the property of The H. C. Albee Co., (Incorporated) and the said Cox & Jewett have no power or right to dispose of the same. But when all of said sum of Fifty two ⁰⁰/₁₀₀ Dollars, with interest thereon as aforesaid is paid, then the title of said goods is to vest in The said Cox and Jewett. It is also agreed that in the event that the said Cox & Jewett shall fail to pay either of said installments at maturity the said The H. C. Albee Co. (Incorporated) may at their option take possession of said goods and cancel this contract on refunding the money already paid by The said Cox and Jewett after deducting therefrom Twenty ⁰⁰/₁₀₀ Dollars, for rent and expense of removal, and the sum of Seven ⁰⁰/₁₀₀ Dollars, as liquidated and assessed damages, which the said Cox and Jewett hereby promise to pay said The H. C. Albee Co. (Incorporated) in the event that the said Cox and Jewett shall fail to perform the terms of this agreement. It is also agreed that said goods are not to be removed from location as stated above without the written consent of said The H. C. Albee Co. (Incorporated) being first obtained.

Witnessed by

Robert F. Cox

H. H. Jewett

Filed for record 27th January 1899 at 11 a.m.

J. W. H. Co. Auditor