

to use that he signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal this date above mentioned.

Notarail:

Seal.

R. M. Wright, Notary Public in and for Wash.
residing at Stevenson, Wash.

Filed for record by R. M. Wright on May 17, 1907 at 2.15 P. M.

A. Pleischman

So. Audited.

1.05
✓

P. & S. Ry Co. to T. Menier. Agreement.

This agreement made this fourth day of May 1907 by and between Portland & Seattle Railway Company, a Washington Corporation, party of the first part, and Thomas H. Menier of Skamania County, Washington, party of the second part, Witnesseth: That Whereas: The Northern Pacific Railway Company filed its selection list No. 181, under the act of July 1, 1898, in the United States Land Office at Vancouver, Washington, on September 5, 1905, which list was approved by the Register and Receiver on said date, selecting Lot four (4) of Section thirty-five (35) Township three (3) North, Range eight (8) East of the Willamette Meridian and Whereas: Said Thomas H. Menier, party of the second part, filed his homestead application for the land described in the preceding paragraph alleging settlement September 4, 1902, and upon which receiver's homestead receipt No. 13788 was issued, bearing date September 18, 1905, and Whereas: the land above described has been conveyed by said Northern Pacific Railway Company to the Portland and Seattle Railway Company, and Whereas the conflicting claims of said Northern Pacific Railway Company and Thomas H. Menier has resulted in a contest which is now pending in the United States Land office at Vancouver, Wash. and Whereas: Said Thomas H. Menier, party of the second part herein has relinquished to the United States his homestead entry above described for the land described, and order that the title to said land may become perfected in said Northern Pacific Railway Co. and its grantee, the Portland and Seattle Ry Co., party of the first part herein.

Now Therefore: In consideration of the premises said party of the first part hereby agrees that it will convey by good and sufficient title deed to the party of the second part herein (as soon as the United States Patent to said Lot four (4) shall have been issued to said Northern Pacific Railway Company) that good and parcel of said Lot four (4) described as follows, to-wit:

All that portion of Lot four (4) of Section thirty-five (35) in Township three (3) North of Range eight (8) East of W.M. lying South of a line one hundred (100) feet distant from, south of, parallel with, and at right angles to the center

line of the main track of the Portland & Seattle Railway Company, as the same is now definitely located and staked out on, over and across said Lot four (4) of Section Thirty-five Township three North Range eight East of Will. This agreement is subject to approval and ratification by the proper officers or officers of the city of the first party, which approval and ratification shall be made within ten days from date hereof.

It is further provided that in the event this agreement is not ratified by the said party of the first party herein, then the relinquishment of said party of second party concerning his homestead entry aforesaid, shall be returned to him in which having been filed in the United States Land office.

Provided further that the party of the second party herein shall execute any additional papers or documents that may become necessary to effectuate the purpose of this agreement.

Witness our hands on this day and date first herein written.

Witness:

Geo. S. Raymond
Albert H. Hanson

Portland and Seattle Railway Company
by C. C. Moulton, its Attorney
Thos. H. Merice

Party of the second party.

The foregoing agreement approved and ratified this 11th day of May 1907

Portland & Seattle Ry Co.

by James S. Kerr, its Counsel.

Filed for record by A. Webster on May 20. 1907 at 1.15 P.M.

A. Webster
Co. Clerk.

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Agreement.

This Agreement, made and entered into this first day of June, 1907, by and between John S. Erickson of Portland, Oregon, and Frank P. Sheldon of Grand Rapids, Minnesota,

Witnesseth that, whereas the parties hereto are the owners of certain lands situated in the County of Skamania, State of Washington, and have heretofore cut and logged and placed in the waters of the Kachougal River and its tributaries in the Counties of Blaine and Skamania, State of Washington, certain of the timber upon said lands; And whereas said logs have been marked or branded by either of the following log or stamp marks "□□", "E", "T"

Now therefore it is hereby mutually understood and