

Conditional Bill of Sale. H. C. Allen Co. to E. Hayes.

Portland Oregon April 7th 1878

Received of The H. C. Allen Co. (Incorporated) of Portland Oregon. All to be used at or near the Nelson Creek Flume, Skamania Co. Wash. the following goods. One 14 x 10 Centre. Crossed engine made by the Erie City Iron Works with belt wheels 72 x 16 & 60 x 13, heater attached to engine, also governor, sight feed lubricator, throttle valve and oiler.

Also one tubular boiler 54 inches diameter containing 89 tubes 3 inches diameter 16 feet long, steam drum 30 inches diameter 6 feet long. Boiler fitted with front, liners, grate bars, screens, back arch bars, anchor rods, arch door and frame, safety valve, steam gauge, gauge cock, glass water gauge, blow off cock, check valve and stop cock, bracing with about 50 feet of smoke stack with rings and guy rods. Also one No 3 Saw steam pump.

Also all pipe connecting engine with boiler, pump with boiler, exhaust pipe for engine and pump, another pipe for pump and pipe connecting pump to boiler together with all fittings and valves for above described pipe connections under the following conditions, to wit:

E. Hayes agrees to pay them the sum of Nine Hundred Dollars in U. S. Gold coin for the said goods in the following installments, to wit: One Hundred Forty Dollars on delivery of said goods, balance as follows:

On June 1st \$100.00. - On July 1st \$100.00. - On Aug. 1st \$100.00 - On Sept. 1st \$100.00 - On Oct. 1st \$100.00 - On Nov. 1st \$100.00 - On Dec. 1st \$100.00 with interest on the whole amount unpaid at the rate of 7 per cent per annum.

It is expressly understood and agreed that until the said sum of Nine Hundred Dollars, with interest thereon as aforesaid is paid, then the title of said goods are to remain the property of the H. C. Allen Co. (Incorporated) and E. Hayes have no right or power to dispose of the same. But when all of said sum of Nine Hundred Dollars with interest thereon as aforesaid is paid; then the title of said goods is to vest in E. Hayes.

It is also agreed that in the event that E. Hayes shall fail to pay either of said installments at maturity the said H. C. Allen Co.

(Incorporated) may at their option take possession of said goods and cancel this contract on refunding the money already paid by E. Hayes after deducting therefrom One Hundred Dollars per rent and expense of removal and the sum of Twenty Five Dollars as liquidate and assessed damages which E. Hayes hereby promises to pay said The H. C. Albee Co (Incorporated) in the event that he the said E. Hayes 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
James G. Harris

E. Hayes.

Filed for record April 14th A. D. 1898 at 10 O'clock
A. M.

Elstman
Auditor