

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 the day and year first above written.

(NOTARIAL SEAL)

My Commission expires
Feb. 5, 1917.

Dan E. Hardin.
Notary Public for the State of Washington,
residing at Vancouver.

STATE OF TEXAS,)
) ss:
County of McLennan)

On this 18th day of October, A.D. 1915, before me, the undersigned, a Notary Public within and for the State of Texas, personally appeared Ben Gray Kendall, Attorney in Fact for The American Freehold Land Mortgage Co., of London Limited known to me to be the person described in and who executed the above and foregoing Instrument as the act and deed of the said The American Freehold Land Mortgage Co., of London, Limited and acknowledged to me that he had executed the foregoing instrument freely and voluntarily, for on behalf of, and as the act and deed of the said The American Freehold Land Mortgage Co., of London Ltd. for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(NOTARIAL SEAL)

My commission expires June 1, 1917.

Henry C. Lindsey.
Notary Public for the State of Texas
residing at Waco.

Filed for record by R. Livingstone on Oct. 28th, 1915, at 9 A.M.

Chas. Nellor

County Auditor.

AMBROSE TO PASTO AND ROMANO.

This agreement entered into this 5th day of November, 1915, by and between J.M. Ambrose of Portland, Oregon, First party and N. Pasto of Portland, Oregon, and R.E. Romano of Portland, Ore., a partnership doing business under the name of Pasto & Romano, Second parties,

WITNESSETH: Second Parties agree to furnish subcontractors for/ station work, all members of each subcontract crew to be equally interested and responsible for the work allotted to them and no day labor to be employed by them or by Second Parties, for such portions of the work as First Party may from time to time direct; for clearing, grubbing, earth excavation, loose rock excavation and solid rock excavation; in the contract of First Party with Skamania County, Wn., from Station 68 to 540, dated October 28, 1915, and to enter into contracts in behalf of First party with such subcontractors to perform the work in strict accordance with the

plans, specifications and profiles which are a part of the original contract of First Party, and which shall be referred to and made a part of such subcontracts. Second Parties agree to furnish station work subcontractors when so directed by First Party and to superintend the construction work and advise First Party as to the supplies required by subcontractors on the work embraced in subcontracts executed by them for a sum per unit equal to the difference between the unit prices of each subcontractor and the following unit figures:

Clearing	\$75.00	per acre.
Grubbing	112.00	" "
Earth	.17	" Cu.Yd.
Loose rock	.28	" " "
Solid Rock	.56	" " "
Overhaul	.02	" Sta."

Second Parties agree to execute subcontracts for the work embraced herein for not less than the following prices except as hereinafter provided:

Clearing	\$60.00	per acre.
Grubbing	100.00	" "
Earth	.15	" Cu.Yd.
Loose rock	.25	" " "
Solid rock	.50	" " "

If it shall be necessary to pay greater unit prices than the above or if Second Parties find they can get the work done for lesser unit prices than the above, they agree to secure written consent of First Party to such changes before entering into contract for the portions involved.

Second Parties agree to submit for approval of First Party before signing same, all contracts which they may draw up for such station work, setting forth unit prices and boundaries of the work embraced and they agree to furnish First Party with signed copies of all executed contracts.

Second Parties agree to incorporate in all contracts for station work conditions to the effect that all supplies to be used on such work including (1) groceries at retail price, (2) clothing, (3) stoves, dishes, cooking utensils, and other camp supplies, (4) material for constructing camps, (5) powder and (6) all tools except cars, rails and drill steel shall be supplied by First Party and in no other manner and shall be charged to the account of the subcontractors receiving the same.

First Party agrees to furnish all cars and rails required by station work subcontractors and to charge them therefor the monthly rental of \$5.00 each for cars and \$5.00 per 100 track feet for rails.

First Party agrees to furnish drill steel for such work and charge the value thereof to the account of subcontractors and to purchase the same upon its return at 10% less than the pound price charged. It is agreed that all charges entered by First Party against each subcontractor as above outlined shall be deducted from the first earnings of such subcontractor and that after the full

amount of such charges shall have been satisfied, First Party agrees to furnish supplies as above enumerated to each subcontractor during each week of work equal in value of 80% of the value of the work done during the preceding week as estimated by First Party and based on the unit prices in the contract of such subcontractor and to pay the balance due upon the completion of all work embraced in each subcontract, as estimated by the Engineer.

First Party agrees to pay to Second Parties on account of money due them under this agreement on the 10th day of December, 1915, and of each month thereafter the sum of \$300.00 providing, however, that should this sum be in excess of 80% of the amount due them on work performed by subcontractors under their supervision during the preceding month as determined by the Engineer's estimate then the amount to be paid them shall be 80% of the sum due them on work done during the preceding month as determined by the Engineer's estimate. The balance due Second Parties under the terms of this agreement, shall be paid upon completion and acceptance by the Engineer of all the work embraced in contracts entered into with subcontractors through Second Parties and it is hereby expressly agreed that the amount retained from the sums due and to become due Second Parties in excess of the sums paid monthly shall be considered as a cash indemnity to guarantee (1) good faith on the part of Second Parties in carrying out the provisions of this agreement and (2) the completion of all work embraced in subcontracts entered into by them in behalf of first party, in accordance with the terms thereof, and that the amount of any loss which First Party may sustain because of the failure of any such subcontractor to complete his work, shall be deducted therefrom.

Second Parties agree to refer to the original contract of First Party with Skamania County and to this agreement in all contracts executed by them with subcontractors and to make the same conditional upon the terms of both.

It is understood and agreed that Second Parties are acting in the capacity of agents for First Party in the execution of contracts with subcontractors whether so stipulated in such contracts or not and shall act as superintendents of the work embraced in subcontracts so executed by them and they shall receive as remuneration only the sums hereinbefore provided and that should Second Parties fail or neglect to carry out their duties under this agreement, and to perform their work to the satisfaction of the Engineer, First Party may immediately terminate this agreement and proceed to settle with Second Parties in the same manner as though all work had been completed excepting that First Party may retain all money then due Second Parties until all subcontracts executed by them have been completed and accepted, as a guarantee that such subcontracts shall be completed without loss to First Party and First Party is hereby authorized to appropriate such sum from the amount retained sufficient to reimburse him for any loss sustained on such subcontracts.

Witness:
Chas. S. Burdick.
E. W. Crichton.

J. M. Ambrose.
PASTO & ROMANO.
By M. Pasto.
By R. E. Romano

Supplemental to that certain agreement entered into the 5th day of November 1915, by and between J.M. Ambrose of Portland, Oregon, First Party, and Pasto and Romano, a partnership, of Portland, Oregon, Second Parties, providing for certain services to be performed by Second Parties in connection with the contract of First Party with Skamania County Washington, for constructing a road from station 68 to station 540, it is hereby mutually agreed; that all rails, cars, drill steel, small tools, and powder used by station work sub-contractors in the actual construction of the work and for which a direct or rental charge may be made shall be delivered to Second Parties by First Party at his warehouse at Carson, Washington or other points at his convenience and shall by Second Parties be delivered to Station work sub-contractors; also, that the same shall be receipted for by, and charged to the account of second Parties at the invoice value thereof with the additional costs of freight and cartage plus ten per cent; also, that they shall secure receipts for such supplies from sub-contractors upon delivering same to them and shall deliver said receipts to First Party ~~in exchange~~ whereupon the supplies above referred to shall be charged by First Party to the account of the sub-contractors; also, that First Party agrees to credit Second Parties with one dollar per month per car and one dollar per month per hundred track feet of rails for alkars and rails rented by First Party under the terms of the agreement above referred to; also, that Second Parties shall, for all powder and small tools sold as per agreement to sub-contractors, include in the receipts taken therefor the itemised sale prices at which same shall be charged to such sub-contractors and that First Party will credit Second Parties with the difference between such charges and the costs thereof to First Party including invoice value, freight, and cartage, plus ten per cent for handling and storing same.

It is further mutually agreed that violation of this agreement on the part of the Second Parties shall act as a violation of the agreement of November 5th, 1915, to which reference is herein made.

Witness

Chas. S. Burdsal.
C.W. (Wrighton).

J.M. Ambrose.

PASTO & ROMANO
By N. Pasto.
By R.E. Romano.

Filed for record by R.E. Romano on Dec. 1, 1915, at 9 A.M.

Chas. H. Wells
County Auditor.