

equivalent in money or stock in such corporation to an undivided one half interest in the last described tract of land held personally by the party of the second part.

It is further mutually understood and agreed that this agreement shall in all respects be binding upon the parties hereto, their heirs, executors and administrators.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to duplicates hereof, this the day and year first above written.

Done in the presence of  
us as witnesses:

Roy A. Klein.

Mary M. Cummins.

STATE OF WASHINGTON, }  
County of Skamania. } ss.

George C. Kollock. (Seal)  
Alice Kollock. (Seal)  
William M. Kollock. (Seal)  
Maud Kollock. (Seal)

On this 18th day of October, 1916, before me the undersigned, a Justice of the Peace in and for said county And State, personally appeared the within named George C. Kollock and Alice Kollock, his wife, William M. Kollock and Maud Kollock his wife, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

E. M. Cummins, Justice of the Peace in and for the  
State of Washington, residing at Underwood, Wa.  
My commission expires \_\_\_\_\_

Filed for record by Mrs. E. Swisher, on Oct. 19, 1916, at 10:30 A.M.

*Chas. H. Nelson*  
County Auditor.

# SKAMANIA LOGGING CO. TO CROW-PALMER LBR. CO.

MEMORANDUM AND AGREEMENT, Made and entered into this 20th day of November 1916, by and between J. N. Rice and W. L. Pulliam, co-partners doing business under the firm name of SKAMANIA LOGGING COMPANY, parties of the first part, and G. C. CROW G. D. PALMER and JOHN W. MILLER, co-partners doing business under the firm name of CROW-PALMER LUMBER COMPANY, WITNESSETH:

WHEREAS, the parties hereto, did on the 29th day of June, 1916, make and enter into a contract wherein and whereby the parties of the first part agreed to log and deliver to the parties of the second part, in Skamania County, certain logs; and,

WHEREAS, said contract has been partially executed and the parties hereto are desirous of terminating said contract.

NOW THEREFORE, in consideration of the premises and of the termination of

said contract and the covenants to be performed by the respective parties hereto, it is hereby agreed:

The parties of the second part will forthwith assign to Mrs. S.E. Fisk, that certain lease agreement now held by the parties of the second part, executed by N. O. Christensen, and the parties of the second part for the use of a certain mill and other personal property in connection therewith in Skamania County, Washington, heretofore operated by the parties of the second part, and all their right, title and interest to all logs heretofore cut and delivered at said mill by the parties of the first part and also all of their right, title and interest in and to the timber not cut and logs cut and not delivered, referred to in the said contract of June 29, 1916; and by this agreement the parties of the second part do hereby assign and transfer to the said Mrs. S.E. Fisk all of their right, title and interest in and to said lease, said logs and timber.

The parties of the second part ~~do~~ retain and agree to ship away within a reasonable time all of the lumber at said mill heretofore cut and now at and about said mill; it being understood that the title to said lumber remains in the parties of the second part.

The parties of the second part hereby agree that out of the proceeds of said lumber now at said mill they will satisfy all labor claims now outstanding against the said parties of the second part and will at all times protect the parties of the first part as against any claims for obligations of the parties of the second part on account of the business heretofore conducted by them in the operation of said mill.

It is understood and agreed that an action has heretofore been commenced against the parties of the second part in Skamania County, Washington, by the Cascade Land & Investment Company, to recover, a sum, approximately seven Hundred and Eighty (\$780.00) Dollars, and have caused a writ of attachment to be issued and the lumber and interest of the parties of the second part in the logs delivered to be attached. The parties of the first part hereby agree that they will pay to said Cascade Land & Investment Company Seven Hundred Thirteen and 25/100 (\$713.25) Dollars of the claim of said Cascade Land & Investment Company and the parties of the second part shall satisfy all of the balance of said claim and cause the attachment upon said property to be forthwith discharged.

The parties of the second part have assigned and do by these presents assign and transfer to said Mrs. S.E. Fisk, all personal property belonging to the parties of the second part at and about said Mill, including the supplies on hand for the cook house.

The parties of the first part release and discharge the parties of the second part from all obligations on account of said contract of the 29th day of June, 1916, and the parties of the second part discharge the parties of the first part from all obligations on account of board for men formerly in the employ of the parties of the first part and supplies furnished such men.

The parties of the second part further agree to turn over to the parties of



the first part a certain contract for the sale and delivery of ties heretofore entered into between the parties of the second part and C.B. & Q Railroad and the parties of the second part agree to forthwith advise by letter the said C.B. & Q Railroad Company that the parties of the first part will complete the contract for the sale and delivery of ties not heretofore delivered under that contract.

The parties of the first part further agree that all checks heretofore delivered to them or to said Mrs.S.E.Fisk for them, which have not been cashed, shall beforthwith returned to the parties of the second part.

The parties of the first part agree to forthwith dismiss the action begun by them against the parties of the second part in Multnomah County, Oregon, on the 17th day of November, 1916, at the cost of the parties of the first part.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this, the day and year, first above written.

J.N.Rice. (Seal)

W.L.Pulliam. (Seal)

Parties of the First Part.

Executed in the presence of

Walter M.Huntington.

Effie L.Hornung.

C.C.Crow. (Seal)

G.D.Palmer. (Seal)

John W.Miller. (Seal)

Parties of the Second Part.

STATE OF OREGON }  
COUNTY OF MULTNOMAH. } ss.

On this 20th day of November, 1916, personally appeared before me a Notary Public within and for said County and State, the within named J.N.Rice and W.L.Pulliam and C.C.Crow, G.D.Palmer and John W.Miller, to me known to be the individuals described in and who executed the foregoing instrument and they severally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on this, the day and year, in this, my certificate, first above written.

(Notarial Seal)

Walter M.Huntington. Notary Public

My commission expires Mar. 13,1920.

for Oregon.

Filed for record by W.L.Pulliam, On Nov. 21,1916, at 10 A.M.

*Chas. H. Nellor*  
County Auditor.

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