

## Oregon &amp; Washington Logging Co. to Wiest &amp; Sons

This agreement between the Oregon and Washington Logging Company a corporation of Portland, Oregon, party of the first part, and Mm. Wiest, J.B. Wiest, Cyrus Wiest, and Wiest and Francis Wiest, composing the firm of Wiest & Sons, parties of the second part, and the Wiest Logging Company, a corporation of Portland, Oregon, party of the third part, Witnesseth: That the parties of the first part and second part for the consideration

hereinafter mentioned, hereby bargain, sell and conveys to the party of the third part under the terms and conditions hereinafter expressed,

Tract number 1. All of the timber of every nature and description now being on the North half of the North half of section 24, the east half of the Northeast quarter and the North half of the Southeast quarter of Section 23, the North half of Section 13 and the south half of the south half of Section 12, all in Township 2 North of Range 5 East of the Willamette Meridian, and also the timber in said section 12 lying north of said south one half of said south one half thereof on top of the hill and by the camp of the party of the first part, all of said property being in Skamania county, State of Washington.

Tract number 2. All of the timber of every nature and description now being on the East one half of Section 18, the North one half of the North one half of section 19, of Township 2 North of Range 6 East, the southeast quarter of section 13, of Township 2 North of Range 5 East, and the southwest one quarter of section 7, the southeast quarter of Southeast quarter of Section 7 and the Southwest quarter of Northwest quarter of section 7 of Township 2 North Range 6 East W.M. in Skamania county Washington.

Tract number 3. Also all of the timber on Section 14, excepting the Northwest quarter of the Northwest quarter and the southwest quarter of the southwest quarter thereof and all of the timber upon the East half of section 11 and section 1 of township 2 North Range 5 East W.M. and the West half of the Northwest quarter of section 6 and the Southeast quarter of the Northwest quarter of section 6, and the Northwest quarter of the southwest quarter of section 6 of Township 2 North of Range 6 East W.M. and all of the North half of Section 12 of township 2 North of Range 5 East W.M. in Skamania county, State of Washington.

A. The condition under which said tract number 1 is sold are as follows: The price to be paid therefore by the said party of the third part to said party of the first part is fifty three thousand dollars (\$53000.00). That twenty five thousand dollars (\$25000.00) of said purchase price has already been paid to the said party of the first part by the said party of the second part. That in addition to said \$25000.00 the party of the third part shall as the logging of said premises progresses pay into the party of the first part the sum of \$2.25 per M. Feet on account of said purchase price on all timber removed from said premises as the same is removed when the market price is over \$8.00 or under, the sum of \$2.50 per M. feet when the market price is over \$8.00 to \$9.00 per M. feet and the sum of \$3.00 per M. feet when the market price is over \$9.00 until all of the said timber has been paid for. Interest shall be allowed also upon said balance of \$28,000.00 or any part thereof remaining

unpaid from and after the first day of August 1909 at the rate of six per cent per annum until paid.

B. The condition under which said tract number 2 is sold are as follows: The price to be paid therefor is forty two thousand dollars (\$42000.00) to be paid as the logging progresses at the same rate in proportion to the prevailing market price of sawlogs as is hereinbefore provided for tract 1, but no interest shall be paid on said \$42000.00 or any balance thereof until logging operations on said tract are commenced by the said party of the third part, from which date interest shall be paid thereon and on all balances thereof remaining unpaid at six per cent per annum until paid.

It is However understood and agreed that in case said payments made as aforesaid under Paragraph A and B should exceed \$70000.00 and interest falling due thereon before a Railroad is built and operated into tract No. 3, then that payments on said first and second tracts thereafter made in excess of said \$70000.00 and interest shall be applied as hereinafter provided.

C. The conditions under which said tract No. 3 is sold are as follows:

The price to be paid therefor by the said party of the third part to said party of the first part is sixty six thousand dollars (\$66000.00) with interest from the time logging operations commence on tracts 1 and 2 on said sum of \$66000.00 or any balance thereof remaining unpaid at the rate of six per cent per annum until paid. Said purchase price to be paid as the logging progresses at the same rate in proportion to the prevailing market price of sawlogs as is hereinbefore provided for tract No. 1 but no interest shall be paid on said \$66000.00 or any balance thereof until logging operations on said tracts number 1 and 2 are commenced by said party of the third part from which date interest shall be paid thereon and on all balances thereof remaining unpaid at the rate of six per cent per annum as aforesaid. All excess payments made upon tracts number 1 and 2 shall apply upon the payments upon tract No. 3.

And it is further understood and agreed that in case it shall be so required upon said tract number 2 then payments may be made for said timber on said tract No. 2 direct to the company or person which may hold the mortgage or contract thereon and that such payment can be made direct by said party of the third part to said company or person holding said mortgage or contract, if it shall be necessary or convenient so to do.

D. All necessary switches, side tracks and spurs that may be necessary to conveniently log any of said lands and remove the timber therefrom not mentioned or specified in this agreement shall be graded by the said party of the third part and the roadbed and bridges built ready for the ties at its own expense and upon this being done the said party of the first part agrees to at once lay down its track thereupon and equip the same and operate it as a part of its said logging road.

The said party of the first part is to extend and fully complete its railroad across the Washougal River and to that portion of tract No. 3 that lies across said river so as to make such portion accessible within three years from this date, and will build and complete said railroad up said Washougal river through section 1 and up Dagan creek through section 11 within the same time. If the payments made at the rate aforesaid on tracts numbers 1 and 2 shall exceed the sum due for the timber thereon



before said railroad is build and completed as aforesaid then the surplus money so accumulated is to be placed in some good and reasonable bank in the city of Portland Oregon, in escrow, and if the said road is not completed within said three years then upon demand said money so placed in escrow shall be refunded to the said party of the third part but if not so refunded shall be applied to the payment for the timber on tract Number three. It is understood and agreed that all deferred payments shall bear interest at the rate of 6 per cent per annum but that all moneys in escrow or excess payments made for the timber on tracts numbers 1 and 2 shall be considered as payments to the extent of stopping interest thereon. It is understood and agreed that a branch railroad from section 19 and into center of the east half of Section 18 shall be constructed when demanded by the said party of the third part by the said party of the first part and that an amount equal to 3000000 feet or more timber per month shall be loaded by said party of the third part upon the cars and hauled by the said party of the first part from the time that the first railroad is completed and in running order. And it is further understood and agreed with reference to all said tracts that the mill scale at the boom of the Columbia River shall govern as to scale and all payments shall be made as the logs are scaled and sold but in no case later than 30 days after said logs are boomed and ready for towing. But in case any dissatisfaction should arise in regard to such scaling then the said party of the first part and said party of the third part may each appoint a scaler to make such scale and in case such scalers should disagree then they shall agree upon a third scaler who shall decide between them. The party of the first part further agrees to build and equip at its own expense a spur of a logging steam railroad across the east end of said section 24 down and into section 13, 1300 feet east of the North and South central line of said section 13, thence west to within 1300 feet of the west line of said section 13 the route to be selected and designated by the party of the third part, not to exceed a 3% grade. It is further understood and agreed that the party of the third part shall not be compelled to log or remove any timber when the price of logs in the boom in the Columbia River is less than \$7.50 per M. feet and that the party of the first part agrees to furnish the party of the third part with sufficient cars and hauling equipment for the transportation of at least 3000000 feet per month and to operate the same at its own expense from and after August 1st 1909 and a failure so to furnish and operate said cars and hauling equipment and to complete said railroad so as to enable the party of the first part to haul out said timber from said premises over the line of the road now being built by the said party of the first part to the Columbia River shall entitle the party of the third part to recover from the party of the first part as liquidated damages the sum of \$25.00 per day as long as this agreement exists and such failure continues; and that in case said railroad shall not be completed and in operation by the 1st day of September 1909 that said party of the third part may at its option then or at any time thereafter while said road remains incomplete rescind this contract and demand and receive back all payments theretofore made under this contract, both on principal and interest at the rate of 6 per cent annum, but in case of delay and the parties of the third part do not rescind then they

shall be entitled to liquidated damages of \$25.00 per day from said first day of August 1909, and interest on their said payments as aforesaid until said railroad is completed and ready for use. The party of the first part further agrees to haul all supplies of the party of the second part to and from the Columbia River to and from their Logging Camps on said railroad at the rate of \$2.00 per ton except that all machinery and other logging equipments shall be hauled at actual cost.

It is further provided and agreed that the party of the first part shall haul said logs for the party of the third part on said railroad of the first part at its own expense from the rollways of the party of the third part on said premises thereafter constructed along the said railroad to the Columbia River and safely boom and lift the said logs in rafts separate and apart from all other logs in said Columbia River and ready for towing for the sum of \$2.00 per M. feet, measured by the said scale above mentioned. And this shall apply to all log from 40 feet in length or under. That for all logs from 40 feet to 60 feet in length an extra charge of 25 cents per M. feet for each 10 feet in length shall be made, and for logs over 60 feet in length special arrangements will have to be made between the parties, the same to be paid when the said stumpage is paid and said charge of \$2.00 per M. for said transportation is in addition to the said purchase price for said stumpage.

It is also understood and agreed that the party of the third part may apply so much of all the payments to be made by them on tracts numbers 1 and 3 to paying to the Trustees or holders of the first mortgage bonds of said railroad of said party of the first part so much as may be necessary to fully comply with all of the terms and conditions of said first mortgage bonds, which mortgage bonds provide for partial payments thereon in proportion to the logs hauled out, reference to which mortgage or Trust Deed is hereby made. Any payments so applied according to the terms of said clause in said first mortgage bonds shall be duly credited to the party of the third part as payments under this contract. It is further agreed that in the hauling of the said logs by the party of the first part for the party of the third part the party of the third part shall at its own expense load all logs on cars of the party of the first part in a good and proper manner at the rollways of said party of the third part on said railroad and that all further costs and transportation shall be at the expense of the party of the first part and that all cars shall be properly loaded to an average minimum of not less than 6000 feet to the car. In case at any time said party of the first part should after the logging on said railroad commence fail to operate the said railroad or any part thereof that is necessary for the logging of said logs or shall fail to haul said logs and such failure shall without reasonable excuse continue over a period of ten (10) days then the said party of the third part may at its option enter into and upon the possession and operate said railroad and all spurs, switches and side tracks and the main line to the Columbia River and to use so much of the equipment and rolling stock thereof and tracks and property as may be necessary in their logging operations, keeping full accounts thereof and charging the expenses of such operation to the said party of the first part and crediting it with the amount that should come due therefore.



It is further agreed, that unless the said party of the first part shall build, equip and operate its railroad through the east half of the Northeast quarter of section 23 T.2 N.R.5 East of the Willamette meridian within three years from this date that the said party of the first part shall also deduct 7000000. feet at a valuation of \$2.00 per M. feet from the estimate of said timber on Tract Number 1. it is further understood and agreed that this contract supersedes and in all respects takes the place of that certain contract heretofore on the 30th day of November 1908 made and executed by said party of the first part to the said parties of the second part hereto and all modifications thereof, which contract is of record in the county records of the county of Skamania in the state of Washington. It is further understood and agreed that the said party of the first part shall pay to the party of the third part as liquidated damages for the delay which has already occurred prior to the 1st day of August 1909 the sum of \$25.00 per day from the 15th day of May 1909, being the sum of \$1925.00. That from said amount of \$1925.00 shall be deducted the interest due upon the deferred payment the amount of \$1000.00 and then the amount of said liquidated damages less the amount of said interest to-wit: the sum of \$925.00 shall be credited on said 1st day of August 1909 as a payment from the party of the third part upon said balance of \$28000.00 of deferred payment. And in case this contract shall be rescinded by reason of the party of the first part failing to comply with the terms of this contract the said party of the third part may receive back all payments heretofore made under this contract, both of principal and interest with interest at the rate of 6 per cent per annum. It is further understood and agreed that said parties of the second part hereby turn over, assign and quitclaim unto said party of the third part all of the interest, right and title of every name and nature in and to said timber derived by them under said former contract aforesaid. And it is further understood and agreed that said party of the first part may at any time locate, construct and operate logging railroads across any of said lands.

In Witness Whereof the parties hereto have hereunto set their hands and seals this 20th day of May A.D. 1909.

Witness: (Seal of O.W.L.Co.) Oregon Washington Logging Co.  
 by J.E. Blazier (Seal)  
 C. Henry Labbe Ed. Blazier (Seal)  
 Wm. Wiest (Seal)  
 P.J. Chamberlain John Wiest (Seal)  
 Cyrus Wiest (Seal) } comprising the  
 Francis Wiest (Seal) } firm of  
 J.B. Wiest (Seal) } Wiest & Sons.  
 Wiest Logging Co. by Wm. Wiest  
 (Seal of Wiest L.Co.) by Thos N. Strong, Secy.

State of Oregon

County of Multnomah, ss. Be it Remembered that this 20th day of May 1909 before me the undersigned, a Notary Public in and for said County and state personally appeared the within named Wm. Wiest, John Wiest, Cyrus Wiest, Francis Wiest and J.B. Wiest who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged that they executed the same freely and voluntarily. In Testimony whereof I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial Seal)

Thos N. Strong, Notary Public for Oregon  
 Residing at Portland, Oregon.

State of Oregon

County of Multnomah, ss. On this 20th day of May 1909 before me appeared J.E.Blazier and E.J.Blazier, both to me personally known who being duly sworn did say that he the said J.E.Blazier is the President and he the said E.J.Blazier is the Secretary of the Oregon & Washington Logging Company, the within named corporation and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and said J.E.Blazier and E.J.Blazier acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof I have hereunto set my hand and affixed my official seal, this, the day and year first in this my certificate written.

(Notarial Seal) C.Henry Labbe, Notary Public in and for said county and state  
residing at Portland, Oregon

The following modifications of the foregoing contract are hereby agreed to:

That the conditions provided upon page two (2) of the foregoing contract in regards to the payments to be made by the said party of the third part as the logging of said premises progresses shall be modified so as to read as follows: When logs shall sell at less than \$8.00 the amount to be paid shall be \$2.00 per M.feet, when logs shall sell at \$8.00 the amount to be paid shall be \$2.25 per M.feet, when logs are sold for over \$8.00 to \$9.00 then the price to be paid shall be \$2.50 per M.feet, when logs are sold for over \$9.00 to \$10.00 the amount to be paid shall be \$3.00 and when logs are sold for over \$10.00 the amount to be paid shall be \$3.50 to be paid on all of said three tracts of land in place of the amounts stated in subdivision A. on page 2nd of the foregoing contract.

In Witness Whereof the parties of the first part and third parts have hereunto set their corporate names and seals this 21st day of May A.D.1909

Witness:

Francis Wiest

Katherine Wiest

Oregon - Washington Logging Co. (Seal)  
by J.E.Blazier, Pres.  
Wiest Logging Co. (Seal)  
by Wm.Wiest, Pres.  
by Thos.N.Strong, Sery.

Filed for record by Thos N.Strong on May 28th 1909 at 1.1 P.M.

A.Kleischhauer

Co.Auditor

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