

#19213

Fred Buntje to O. W. Eastham

Agreement.

Whereas, O. W. Eastham as seller, and Everett Pulp & Paper Company as buyer, have entered into a contract covering purchase and sale of cordwood F. O. B. cars at Cascades, Washington.

And Whereas, the aforesaid contract contains provisions, conditions and specifications are as follows, to-wit:

1. To be merchantable wood cut during the peeling season and entirely free from bark and dry sap.
2. To be free from water-soak, doze, rot or char.
3. To be cut from good sound, live timber in four and a half foot lengths.
4. No wood will be accepted which is over twelve (12) inches wide, and all round sticks over eight (8) inches in diameter must be split. Round sticks must be straight and form good solid rank.
5. Wood to be loaded on cars by the seller and well piled in good solid rank, and each car must be loaded with not less than the minimum carload as established by the railroad company. Wood shall be inspected and measured at Lowell, Washington by an authorized representative of said paper company, whose inspection and measurement shall be final and binding upon both seller and buyer.
6. The seller agrees to commence delivery of said wood on the 1st day of April, 1930 and to continue to ship regularly thereafter at the rate of _____ cords per working day; and to complete delivery thereof on or before the 31st day of October.
7. In case any wood is shipped which is not piled on the cars in good solid rank, the buyer has the right of unloading said wood and repiling same in good solid rank, the cost of which is to be borne by the seller.
8. The seller agrees at his own expense to comply with all rules and regulations for employers by the Department of Labor and Industries in the State of Washington.

And Whereas, the said O. W. Eastham will employ woodcutters to work to specifications furnished by him, including foregoing specifications of Everett Pulp & Paper Company, and will require on the ground general management and supervision of said wood-cutters operation subject to directions and instructions of said O. W. Eastham to the end that the contract with Everett Pulp & Paper Company may be complied with in every particular.

Now Therefore, in consideration of the mutual covenants and agreements herein contained, this agreement made and entered into the _____ day of March, 1930, by and between Fred Buntje, hereinafter known as Party of the first part, and O. W. Eastham, hereinafter known as party of the second part, witnesseth:

1. That party of the first part shall meet cutters sent to Skamania, Washington, assist them in finding housing quarters, laying out working areas, and giving them general information and assistance pertaining to the wood cutting operation.
2. That party of the first part shall diligently supervise said wood cutting operation to the end that cutting specifications as supplied by party of the second part, and as required by Everett Pulp & Paper Company, shall be strictly complied with and shall measure and keep and furnish the party of the second part a record of all wood cut and piled by workmen, and of all wood moved from original ricks and of final disposition of same.
3. That party of the first part shall order cars, contribute all shipping and wood-banking facilities now enjoyed by party of the first part at Cascades, Washington, and

generally shall attend to all shipping detail.

4. That party of the first part shall furnish hauling equipment and shall haul and load on cars or bank at said spur or siding or suitable storage point as directed by party of the second part prior to October 31st, 1930, not less than twenty-five hundred (2500) cords of wood cut in said operation; and beginning April 8th, 1930, shall keep moving to Everett, Washington, an average of two (2) cars daily, Sundays and Holidays excepted unless prevented by contingencies not reasonably within the control of party of the first part. Party of the first part shall supply necessary wood-car stakes from premises of party of the second part, and shall make and keep in repair all roads necessary for the hauling operation; and shall load on cars promptly on request of party of the party of the second part, wood banked at spur or siding or suitable storage point.

5. That party of the first part at his own expense, and as an independent contractor shall comply with all rules and regulations of the Department of Labor and Industries of the State of Washington.

6. That party of the second part shall pay to the party of the first part as an entire consideration for performance of the foregoing on his part, Two (2) Dollars per cord for all wood loaded directly on cars and One and 50/100 (\$1.50) Dollars per cord for all wood banked at shipping point or suitable storage point as directed, and One Dollar (\$1.00) per cord for all wood loaded on cars from bank or storage point; which payments shall be made within 15 days after loading or banking at shipping or suitable storage point as the case may be.

7. This contract cannot be assigned or transferred by party of the first part without written consent of party of the second part; and waiver or change of any provision or condition herein by written consent of party of the second part or otherwise shall in no manner affect the force or effect of this contract except as to such waiver or change.

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

Fred Buntje (Seal)

O.W. Eastham (Seal)

As a modification of the within contract, applying to subdivision 6, page 2, in consideration of mutual covenants of the parties hereto the said parties contract and agree as follows:

1. Party of the first part agrees to load out all wood heretofore banked by him at Cascades, Washington, at the rate of four cars per day, or less at the option of the party of the second part, as directed by party of the second part, unless prevented by contingencies not reasonably within the control of party of the first part.

2. Party of the second part agrees to pay party of the first part, for such loading, fifty cents per cord on or before the 10th of each month for wood loaded the previous month; and the additional payment of fifteen cents per cord, in a lump sum, five days after party of the second part shall have had final settlement with Everett Pulp & Paper Co., and received payment for wood furnished under contract with said company.

Except as to this modification the within contract remains in full force and effect.

Dated this October 19, 1933.

Filed for record Mar, 7, 1934 at 8:50 A.M.
By Fred Buntje.

Fred Buntje.
O.W. Eastham.
Mabel J. Fosse- County Auditor
By Frank C. Washburn Deputy.