

is Frank Birkenfield; that he employed the said L. W. Caswell under the terms of a written Contract, a copy of which, marked "Exhibit A" is attached hereto and by reference made a part hereof, which said Contract was subsequently modified to the extent that the Claimant was to receive One and 50/100 (\$1.50) Dollars a thousand feet for hauling the saw logs and one-and-one-half (1½) cents per lineal foot for hauling the piling; that in accordance with said agreement as modified, the said L.W.Caswell hauled 21,355 lineal feet of piling and 264,153 feet of saw logs and that the amount of his claim thereon for hauling is Seven hundred Twenty-Five and 54/100 (\$725.54) Dollars; that the Claimant performed such services in the hauling of such piling and saw logs between the 2nd day of May, 1933, and the 24th day of July, 1933, and that such services were closed on the 24th day of July, 1933; that more than thirty (30) days have not elapsed since that time; that the amount of Claimant's demand is Seven hundred Twenty Five and 54/100 (\$725.54) Dollars; that no part thereof has been paid excepting the sum of Fifty-Five and 18/100 (\$55.18) Dollars, and there is now due and remaining unpaid thereon, after deducting all just credits and offsets, the sum of Six Hundred Seventy and 36/100 (\$670.36) Dollars, in which amount he claims a lien upon all the said above described saw logs and piling, to secure the payment for the work and labor performed in hauling the said saw logs and piling as herein set out.

L.W.Caswell
Claimant

STATE OF WASHINGTON,)
County of Clark,) ss.

L.W. Caswell, being first duly sworn on oath, says: That he is the Claimant named in the foregoing claim; that he has heard the same read, knows the contents thereof and believes the same to be true.

L.W.Caswell

Subscribed and sworn to before me this 26 day of July, 1933.

(Notarial Seal affixed) Lloyd F. Lalonde
Notary Public in and for the State of
Washington, residing at Vancouver, therein.

EXHIBIT A

THIS AGREEMENT Made and entered into this 2nd day of May, 1933 by and between Frank Birkenfield party of the first part and L. W. Caswell, party of the second part, witnesseth:

That the parties of the second part promise and agree to haul logs for the party of the first part from his logging operations in sections 14, 15, and 22 tp 3 N R 8 E. W.M., for the following prices to-wit:

For saw-logs the sum of \$1.00 per thousand feet

For piling the sum of one cent (1¢) per running foot;

Provided, that the above prices are based upon a price of \$7.00 for logs F O B Portland, Oregon, and a price of six cents per foot for piling F O B Portland; should the price of logs exceed said price then in such event the parties of the second part shall receive 25 cents additional for each \$1.00 increase in price until a maximum of \$2.00 per thousand feet for hauling is reached, and the party of the first part reserves the right to cease logging operations in case the price of logs falls below \$7.00 per thousand feet and piling to less than six cents per lineal foot.

The said timber shall be loaded by the party of the second part but the equipment or loading shall be furnished by the party of the first part. The party of the first

part shall also pay the wages for a logging engineer during the hours he is conducting his logging operations, but for all time in excess thereof the party of the second part shall pay said wages. The logging engineer shall be a person agreeable to both parties hereto, and each party shall assume all liability for damage to his own equipment.

The party of the first part agrees to prosecute logging operations continuously unless prevented by act of God, weather conditions, or acts or accidents beyond his control, and to furnish a minimum of fifty thousand feet logs and/or piling per day, and the parties of the second part agree to haul a minimum of fifty thousand feet per day.

All of said logs are to be hauled to, and placed in boom at the Howe Valley Landing of the Columbia River.

The party of the first part promises and agrees to construct and grade a suitable logging road with a maximum down grade for load haul of 15% and up grade, load haul, of 8% but the rocking and graveling of said road shall be done by the party of the second part; provided the said party of the first part shall furnish it for coarse rock, and shall pay the loading charge for gravel or fine rock, and shall also furnish a tractor, grader and dump truck for coarse rock.

In consideration for rocking, graveling and maintaining said road the party of the second part shall receive one fourth of one cent per lineal foot for all piling hauled, which shall be in full consideration therefor.

Payment shall be based upon scale made for sale of said logs by the said party of the first part.

The party of the second part promises and agrees to keep said logs and piling free from lien claims on account of labor employed by him in loading and/or hauling the same.

Dated this 2nd day of May 1933.

FRANK BLANKFIELD,
Party of First Part

L.W.Caswell
Party of Second Part.

Filed for record the 27 day of July, 1933 at 11:00 a.m. by L.W.Caswell

Mabel J. Case
Skamania Co. Clerk-Auditor.

#18972

H. D. Jacobus to B. M. Joslin

B. M. Joslin,

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Claimant

(

vs

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Lien Claim

H. D. Jacobus

(

Notice is hereby given that on the 12th day of November, 1933, B. M. Joslin commenced to perform labor and furnish material for the construction of a 14'x20' building upon the rear part of Lot 6 Block 5 of the Townsite of North Bonneville according to the unrecorded plat thereof, being described by metes and bounds as follows:

Beginning at a point on the southerly line of the Evergreen Highway which is south 1257 feet and west 38.93 feet from the common corner