

This Article of agreement made and entered into this 30th day of October A.D. 1886. by and between S. M. Hamilton and Mary J. Hamilton his wife parties of the first part and J. H. Mc Govern Wm Buchheit Jr. and J. D. Mc Govern comprising the firm of Mc Govern Buchheit & Co. parties of the second part. Witnesseth That the parties of the first part in consideration of the covenants and agreement hereinafter set out to be performed by the parties of the second part to the parties of the first part have bargained sold and conveyed and by these presents do bargain sell and convey unto the parties of the second part and to their heirs and assigns for the term of twenty (20) years from this date the right of fishing on the land of the parties of the first part.

Fronting on the Columbia River at Lower Cascades Washington Territory Except that part which is leased to the O.R. & Nav. Co. and the parties of the second part shall have the right to build and operate one or more fish wheels or traps or both and structures necessary thereto on the said land and the parties of the second part in consideration of the exclusive right of putting in such wheels or traps as above set forth do hereby agree to give unto the parties of the first part one third of all the fish caught by said wheels or traps the said parties of the first part hereby undertake and agree to sell to the parties of the second part for the term of five (5) years their said one third of all the fish at one and one quarter ($1\frac{1}{4}$) cents per pound gross weight for merchantable Salmon and Bluebacks Six (6) ~~cents~~ cents per fish for Steelheads of good color. Excepting in case of the inability of the Cannery of the parties of the second part to receive the same after the aforesaid first five (5) years have elapsed the price for the party of the first part one third of the fish to be agreed upon and it is fully understood by and between the parties of the second part that in case of accident to any of the said wheels or traps whereby they become inoperative or are incapable of being worked it shall not be construed as an abandonment of the fishing rights hereby conveyed. The parties of the first part shall be under no obligation to build or operate any of the said wheels or traps.

The parties of the first part will allow parties of the second part to put up the necessary buildings to carry on the said