

## UNITED STATES TO STATE OF WASHINGTON.

## NOTICE OF WATER APPROPRIATION.

NOTICE IS HEREBY GIVEN TO ALL WHOM IT MAY CONCERN, that the Forest Service U.S. Department of Agriculture, has appropriated, and hereby appropriates water now flowing or that may hereafter flow, to the extent of three (3) second feet, in Moss Creek, Skamania County, State of Washington to be used for irrigation and domestic purposes.

The water to be diverted from the point or place at which this notice is posted, which is in Section 35, Township 4, North, Range 9 East, W.M. by the erection of a dam, and to be conveyed therefrom by tailflume or ditch in a easterly direction, and to be used at the Little White Salmon Ranger Station, which is located in Section 35, Township 4 North, Range 9 East, W.M.

FOREST SERVICE U.S. DEPARTMENT OF AGRICULTURE.

By Harvey S. Fickel, Forest Ranger.

Witnesses:

B.F. Breesley.

W.G. Hastings.

Filed for record by Anson E. Cahoon, on May 29, 1915, at 10:36 A.M.

*Chas. H. Nellor*  
County Auditor.

JACKSON TO TAYLOR.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR SKAMANIA COUNTY.

D.G. Jackson, Plaintiff.

vs

Alonzo Taylor and  
Alberta Taylor, husband  
and wife, Defendants.

E. Sargent and Edith  
Sargent, Husband and wife,  
Garnishee Defendant.

LIS PENDENS:

NOTICE.

NOTICE is hereby given that there is an action pending in the above entitled Superior Court wherein D.G. Jackson is plaintiff and Alonzo Taylor and Alberta Taylor, husband and wife, are defendants and E. Sargent and Edith Sargent, husband and wife are Garnishee defendants. That the object of said action is to recover from the principal defendants the sum of Six hundred Eighty Four and 24/100 (\$684.24) and to apply by way of garnishment proceedings against the garnishee defendant an amount that may be indebted on that certain mortgage from the garnishee defendants to the original defendants recorded in Book M page 556 Mortgage records of Skamania County,

Washington, covering and upon the South half of the Northwest quarter Section 35 Twp. 4 North of Range 9 East of Willamette Meridian, to the extent of such judgment as the plaintiff may recover.

Such garnishment proceedings being in the nature of attachment this notice is given under the statute to affect any interest either legal or equitable that the defendant may have in said land.

Dated this 7th day of June, 1915.

R.M. Wright and E.E. Shields.

Attorneys for plaintiff.

Filed for record by R.M. Wright on June 7, 1915, at 1:45 P.M.

*Chas. H. Nellor*  
County Auditor.

VIAL TO SPOKANE PORTLAND AND SEATTLE RY. CO.

KNOW ALL MEN BY THESE PRESENTS, That Paul J. Vial and Florence H. Vial, his wife, in consideration of five hundred dollars (\$500.00) to them paid by Spokane, Portland and Seattle Railway Company the receipt whereof is hereby acknowledged, do hereby release, acquit and discharge the Spokane, Portland and Seattle Railway Company, its successors or assigns, from any and all damage to lot five (5), section five (5), township one (1) North, range six (6) East, Willamette Meridian, in Skamania county, Washington, or any other land owned by the said Paul J. Vial or Florence H. Vial on account of the construction, maintenance and operation of its line of railway over and across said lands or on account of the maintenance of the right of way of said Railway Company through any cut over said lands, or on account of any slide, encroachment, trespass or the digging of ditches or the destruction or injury to any private road necessitating any change therein heretofore occurring on said lands, or on account of any damages heretofore or hereafter arising to said lands whatsoever kind or character which may in any manner have been caused by the maintenance and operation by the Railway Company of any cut on its right of way over said lands or by the clearing of any slides or earth, rock or other material from the track or right of way of the Railway Company; it being understood, however, that this release does not permit the railway Company to go outside the limits of its right of way on the lands of the said Paul J. Vial or Florence H. Vial, but does permit the said Railway Company to remove any slide from its track or right of way as to prevent any slide from coming thereon that may in any manner interfere with the safe or convenient operation of its trains, all of such work, however, to be done by the Railway Company, on its right of way, and any resulting damages to the adjoining land, herein described caused by such removal or means of prevention are fully and completely settled hereby; the receipt of said sum being hereby acknowledged to be in full and complete settlement and discharge of all liability on account of any of the matters and things herein