

That at the time of the deaths of Sarah A. Cox and Eliza J. Leverich there were nine children of Adele Villars, a niece of said Sarah A. Cox and Eliza J. Leverich, and wife of Albert Villars of New Orleans, in the State of Louisiana, whose names are as follows: Henry Albert Villars, Louis Rene Villars, Marie Alice Childress, Marie Adele Villars, Claude Albert Villars, Marie Mathilde Villars, Regina Marie Villars, Eliza Jeanne Villars and Marie Marguerite Villars; that all of said children are single and unmarried.

with the exception of Marie Alice Childress and Louis Rene Villars; that said Louis Rene Villars was married very recently and subsequent in date to the quit claim deed covering property in Skamania County, State of Washington, made by him to the Eastern Investment Company Limited and dated the 30th day of August, 1912, which said deed I myself prepared and sent on for execution; that all of the nine children of Adele Villars above named are of lawful age; that my knowledge of these facts concerning the Villars family was derived from numerous letters and communications with the said Albert Villars and the said Louis Rene Villars.

Henry Sellen Weller.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th day of October, 1912.

(Notarial Seal):

Franklin A. Rogers.  
Notary Public, Queens County, New York.

Filed for record by Fred Hargreave on Oct. 13, 1916, at 8 A.M.

*Chas. H. Nelson*  
County Auditor.

#### NELSON TO SPOKANE, PORTLAND AND SEATTLE RY. CO.

CONTRACT OF RELEASE, Made this 4th day of October, 1916, between Eva V. NELSON and S.D. NELSON, her husband, of LaFayette, Oregon, and G.H. WATSON AND FANNIE E. WATSON his wife, and W.F. DARR, and Louisa M. DARR, his wife, first parties and SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, a corporation, hereinafter referred to as the "Railway Company" second party.

The railway Company in the construction of its line of railway through sections thirty five (35) <sup>and</sup> thirty six (36) township two (2) north of range six (6) east of the Willamette Meridian, Skamania County, Washington, changed the channel of the stream known as Woodward Creek first by diverting the waters of said creek along the northerly side of the railway right of way easterly to the connection with Little Creek and subsequently in 1909 again diverting the waters of said creek still farther to the north but still emptying into Little Creek, thus carrying the waters of both creeks through and under the right of way at the original location of said Little Creek in the northeast quarter of northeast quarter of section 35. The said Eva V. Nelson is the owner of land on each side of the railroad right of way in section 35, and the said Watson and Darr are the owners of land lying between the railway right of way and the Columbia River in sections

36 of said township and range, and the parties claim that as a result of said channel changes the land belonging to said Eva V. Nelson in section 36 has been damaged because of the diversion of the water from it, and that the lands of the parties in sections 35 and 36 have been damaged by the creation of the new channel, and that said lands will sustain damage in the future because of the diversion of the waters of said two creeks through said lands in the new location in sections 35 and 36 said township and range. To effect a settlement of these claims this agreement is made.

In consideration of the sum of two thousand dollars (\$2,000.00) paid to S.D. Nelson for and on behalf of all of the first parties by the Railway Company, the receipt whereof is hereby acknowledged, said first parties and each of them for themselves, their heirs, administrators and assigns have released and discharged and do hereby forever release and discharge said Railway Company of and from any and all claims of every kind and nature which they or any of them jointly or severally have or may have against said Railway Company because of either or both of the channel changes of said Woodard Creek hereinabove described; it being the intent hereof for the consideration above expressed that all claims of said first parties and each of them to any and all of the lands owned by them in sections 35 and 36, township 2 north, range 6 east of the Willamette Meridian, whether such damage results from the taking away of the water from the old channel or from damage to any of the land as a result of turning the water into said new channel, and all claims which they or any of them or their heirs, administrators or assigns may have for damage resulting to any of said lands in the future because of either of both of said channel changes, shall be and they are hereby forever released and discharged.

IN WITNESS WHEREOF, We have hereunto set our hands and seals the day and year first above written.

Witnesses as to signatures of Eva V. Nelson  
and S.D. Nelson:  
Keith Powell.  
James E. Nugent.

Eva V. Nelson. (Seal)  
S.D. Nelson. (Seal)  
George H. Watson. (Seal)  
Fannie E. Watson. (Seal)  
Louisa M. Darr. (Seal)  
W.F. Darr. (Seal)

Witnesses as to signatures of Louis M. Darr and W.F. Darr  
George H. Watson and Fannie E. Watson:  
C.M. Wills.  
W.A. Carter.

STATE OF OREGON,        }  
County of Yamhill.       } SS.

Before me, the undersigned, a Notary Public in and for the State of Oregon, on this 6th day of October, 1916, personally appeared Eva V. Nelson and S.D. Nelson her husband, to me known to be the persons described in and who executed the foregoing release and discharge of claim, and acknowledged that they executed the same freely and voluntarily for the uses and purposes therein stated.

(Notarial Seal)

Keith Powell, Notary Public for Oregon.

My commission expires Oct. 19, 19.

STATE OF WASH.

County of Skamania. }

ss.

Before me, the undersigned, a Notary Public in and for the State of Wash on this 4th day of Oct. 1916, personally appeared G.H. Watson and Fannie E. Watson, his wife, and W.F. Darr and Louisa M. Darr, his wife, to me personally known to be the persons described in and who executed the foregoing release and discharge of claim, and acknowledged that they executed the same freely and voluntarily and for the uses and purposes therein stated.

Mason G. Fifer. Notary Public for \_\_\_\_\_.

(Notarial Seal)

My commission expires Nov. 17, 1918.

Filed for record by J.C. Davies on Oct. 17, 1916, at 10.30 A.M.

*Chas. H. Keller*  
County Auditor.

LOWDEN TO THE PUBLIC.

AFFIDAVIT OF POSTING NOTICE.

STATE OF OREGON, }

County of Hood River. }

ss.

I, H.C. Lowden being first duly sworn, depose and say: That I posted a Notice of Appropriation of Water, a copy of which is hereto attached, on the 9th day of October, 1916, at the following place, to-wit: At the intake being 1460 feet N 80° 32' E from the S.W. corner of the N.W. quarter and the NW corner of the SW quarter of sec. 14 Township 3 North Range 10 East W.M. Skamania County, Washington, the same being the  $\frac{1}{4}$  corner and being shown on sketch attached.

H.C. Lowden.

Subscribed and sworn to before me this 16th day of October, 1916.

(Notarial Seal)

George R. Wilbur.  
Notary Public for Oregon.  
My commission expires July 21, 1919.

## NOTICE OF APPROPRIATION OF WATER.

NOTICE IS HEREBY GIVEN, That the UNDERWOOD IRRIGATION DISTRICT claim the water here flowing in the White Salmon River to the extent of 104 cubic feet of water per second to time. 100 cubic feet of said water is to be used for power purposes, and 4 cubic feet of said water is to be used for irrigation purposes; the 104 cubic feet of said water is to be carried in a flume parallel to the said White Salmon River from this point for a distance of 2250 feet, more or less to a point opposite and near the old "splash" dam in said White Salmon River, where 100 cubic feet of said water is to be used for power purposes to drive a pump by a turbine wheel to force the water up over the mountain side bordering on said