

MISCELLANEOUS RECORD G

SKAMANIA COUNTY

#19694

O. Colistro to J. H. Proll

Assignment.

For and in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable considerations in hand paid by John H. Proll to O. Colistro, receipt of which is hereby acknowledged, the said O. Colistro hereby TRANSFERS, SELLS and ASSIGNS to the said John H. Proll an undivided one-half interest in and to that certain agreement dated the 12 day of July, 1934, entered into between Frank Birkenfeld and Ruth Birkenfeld as first part and O. Colistro as second party, which said agreement is hereby attached and made a part of this assignment.

Witness my hand and seal in duplicate this 16th day of July, 1934

In presence of
(Not legible)

O. Colistro (seal)

Filed for record July 17, 1934 at 1-55 p.m. by Grantee.

Mahel G. ...
Skamania Co. Clerk-Auditor.

#19695

O. Colistro to J. H. Proll

Assignment.

For and in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable considerations in hand paid by John H. Proll to O. Colistro, receipt of which is hereby acknowledged, the said O. Colistro hereby TRANSFERS, SELLS and ASSIGNS to the said John H. Proll an undivided one-half interest in and to that certain agreement dated the 11th day of July, 1934, entered into between Celo Anderson as first party and O. Colistro as second party, which said agreement is hereto attached and made a part of this assignment.

Witness my hand and seal in duplicate this 18th day of July, 1934.

In presence of
(Not legible)

O. Colistro

Filed for record July 17, 1934 at 1-56 p.m. by Grantee.

Mahel G. ...
Skamania Co. Clerk-Auditor.

#19746

Primary Gold Co. to Camp Creek Metals Min. Co. et al

To Camp Creek Metals Mining Company, Inc., a corporation;
To W. E. Buell, of Portland, Oregon; and
To First National Bank of Portland, Oregon, a corporation, as escrow agent.

You, and each of you, are hereby notified:

That the Primary Gold Company, a corporation, elects to rescind and refuses to be bound by or perform on its part that certain Agreement for Sale and Purchase of Mining Claim and Lease, dated May 11, 1934, between Camp Creek Metals Mining Company, Inc., a Washington Corporation, as first party, and Primary Gold Company, a Washington corporation as second party, and W. E. Buell, of Portland, Oregon, as third party, and also that certain Supplemental Agreement, dated May 19, 1934, between the same parties, upon the grounds and for the reasons:

1. That no delivery of said contracts, or either of them, has been made or effected as between the parties, such delivery being conditioned upon the performance of the certain things and the making of certain payments hereinafter specified as not having been done by said parties.

2. That no consideration of any kind or character under or in connection with either of said contracts has ever passed to or been received by, or has accrued in favor

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of, the undersigned; and there has been a total failure of all contemplated considerations thereunder.

3. That each of first and third parties to said contracts have wholly failed, neglected and refused to keep, recognize, or perform said contracts, or either, thereof, as to the preliminary requirements to render the same effective, or to perform said contracts, or either thereof in any way, to-wit:

(a) That first party has failed, neglected and refused to execute and place in escrow certain deeds and/or instruments of conveyance:

(b) That third party has failed, neglected and refused to make the initial payment recited in said contract as made at the time of execution and delivery thereof, and has made no payment as of June 1, 1934, as required by said contract; and has failed, neglected and refused to proceed with the development of said property within the time required by said contracts and under separate agreements made in connection with said contracts.

4. That third party has failed, neglected and refused to keep, recognize or perform certain auxillary and collateral contracts and agreements which constituted necessary and essential conditions to render the said sale and purchase and supplemental agreements effective, and to authorize and confirm delivery thereof, to-wit:

(a) That he has not paid to the undersigned the price and consideration for certain labor and supplies, which it was understood and agreed should be assumed and paid by him, at or prior to the time he took or assumed possession of the mining property involved in said contracts; and

(b) That he has never actually taken possession of or assumed control over or the development of said mining property.

That the undersigned elects to take, keep, continue and hold possession of the mining property involved in said contracts and to perform and carry on under the lease which it holds from said Camp Creek Metals Mining Company, Inc.; and it will not recognize any right or interest of said W. E. Buell in, or the possession, use, beneficial interest in or title of, said property, or any part thereof, or recognize or perform the said contracts, or either of them, on its part, in any manner.

The above named Bank, as Escrow Agent, is hereby notified that the undersigned will not recognize or accept any payments or payments, by said contracts, or either of them; and the undersigned hereby demands the return to it by the above named W. E. Buell and by the First National Bank of Portland, Oregon, a corporation, as Escrow Agent, of any and all papers, contracts, agreements, assignments and/or instruments heretofore executed by the undersigned and held by either said Buell or by said Bank; and said Bank is hereby notified not to deliver to said W. E. Buell, any paper, document or instrument heretofore executed by the undersigned, Primary Gold Company, but to hold the same to the undersigned only; that any such papers and instruments now held by said Bank are the sole property of the undersigned; and return of the same is hereby demanded.

Pursuant to the provisions of said contracts relative to notices given by one party to said contracts to another party, or other parties, this notice is executed in sextuplicate, and three copies thereof are delivered to said First National Bank, of Portland, Oregon, as Escrow Agent,--one copy for its files and one copy, each, to be mailed or delivered by it to said Camp Creek Metals Mining Company, Inc., and one copy to said W. E. Buell; and the undersigned also sends by registered mail direct to said other parties to said contracts an executed copy hereof.

Dated and given pursuant to resolution of the Board of Trustees of the undersigned,

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SKAMANIA COUNTY

this 20th day of June, 1934.

(Corporate seal affixed)

Primary Gold Company
By E. Anderson, President
Attest S. C. Kenton, Secretary.

Filed for record July 27, 1934 at 11-25 a.m. by E. Anderson

Mabel J. Gasse
Skamania Co. Clerk-Auditor.

#19767

United States Army to George F. Brown

Honorable Discharge from the United States Army. To All Whom it may concern:

This is to certify, That George F. Brown #764457 Private A. S. (A) unassgd A.S.M.S. St. Paul, Minn., The United States Army, as a testimonial of honest and faithful service, is hereby honorably discharged from the military service of the United States by reason of E. F. S. Auth. Tel. Instr. A. G. O. Dec. 7, 1918.

Said George F. Brown was born in New York in the State of New York. When enlisted he was 29 9/12 years of age and by occupation a chauffeur. He had blue eyes, brown hair, ruddy complexion, and 5 feet 6 3/4 inches in height.

Given under my hand at Air Service mechanic School St. Paul this Minn. fifteenth day of January, one thousand nine hundred and nineteen.

John Ryan
Captain A. S. (A) Commanding.

Washington, D. C. April 5, 1919
Paid \$60.00 under Act of Congress approved
February 24, 1919.
C. E. Gray, Major, U. S. Corps

Enlistment record. Accepted for enl. at Springfield, Ohio.

Name: George F. Brown #764457. Grade: Private.

Enlisted: December 15, 1917, at Columbus Wks, Ohio. Serving in first enlistment period at date of discharge. Prior service: None.

Non-commissioned officer: None.

Marksmanship, gunner qualification or rating: None.

Horsemanship: Not mounted.

Battles, engagements, skirmishes, expeditions: None.

Knowledge of any vocation: Chauffeur

Wounds received in service: None

Physical condition when discharged: Good

Typhoid prophylaxis completed: January 15, 1918

Paratyphoid prophylaxis completed: January 15, 1918.

Married or single: Single.

Character: Good

Remarks: Violation of 61st and 96th A. W. S. C.M. approved Feb 6, 1918 Violation of 96th A. W. S. C. M. Approved July 18, 1918, Violation of 63rd, 64th and 96th A. W. Sp. C. L. approved Dec. 2, 1918. Violation of 96th A. W. Sp. C. L. Approved Jan. 8, 1919. Entitled to travel pay.

Signature of soldier: George F. Brown.

F. W. Parsons
2nd Lieut. A. S. M. A. Asst. Personnel
Adjutant Commanding.

Filed for record August 1, 1934 at 4-55 p.m. by Grantee.

Mabel J. Gasse
Skamania Co. Clerk-Auditor.