

MISCELLANEOUS RECORD G

SKAMANIA COUNTY

Johnson-Cox v. Hays, Baker, Tacoma - 4887

ledge all contracts, orders, deeds, mortgages, satisfaction of mortgages, leases and assignments of the same, and all other writing, assurances, and instruments of every kind, which may be requisite or proper to effectuate all or any of the premises, or any ^{other} matter or thing appertaining or belonging to me, with the same powers, and to all intents and purposes, with the same validity as I could, if personally present; and hereby ratifying and confirming whatsoever my said attorney shall and may do, by virtue hereof, in the premises.

The power and authority hereby given and conferred is confined and limited to the State of Washington.

Witness my signature, this 8th day of October, 1934.

Ruth H. Hinds.

State of Oregon)
County of Coos) ss.

I, the undersigned Notary Public, in and for the State of Oregon, duly commissioned and Sworn, do hereby certify that on this 8th day of October, 1934, personally appeared before me Ruth H. Hinds, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first in this certificate written.

Notarial seal affixed.

R.T. Kaufman
Notary Public in and for the
State of Oregon, residing at
Marshfield, Oregon.

My commission expires June 3, 1936.

Filed for record October 19, 1934 at 11:55 A.M. By Ralph H. Hinds.

Mabel J. Fosue,
Skamania County Clerk-Auditor.

By Frank C. Anderson
Deputy.

#20008

Isadore St. Martin to Andrew St. Martin

Be it Known, by these presents: That I Isadore St. Martin, of Carson, Skamania County State of Washington, do hereby CONSTITUTE and APPOINT my son, Andrew St. Martin of said County and State, to be my attorney in fact, with full authority to make all contracts, to sue, defend and to do any and all things necessary to be done in connection with my interest in the St. Martin Estate, giving and granting unto him the power to act for me in all capacities necessary to further and or protect my interest in said estate and to employ counsel for such purposes as and when necessary, and to do any and all of these things as effectively as I could myself if personally present; with power of substitution and revocation; and I do hereby ratify and confirm all acts that may lawfully be done in pursuance of this power.

Witness my hand this 24th day of October, 1934.

Isadore St. Martin

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

I, R. M. Wright, Notary Public for the State of Washington, do hereby certify that on this 24th day of October, 1934, personally appeared before me Isadore St. Martin to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the

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MISCELLANEOUS RECORD C

SKAMANIA COUNTY

uses and purposes therein mentioned.

Witness my hand and official seal this 24th day of October, 1934.

(Notarial seal affixed)

R. M. Wright
Notary Public for the State of Washington,
residing at Stevenson.

Filed for record October 24, 1934 at 10-30 a.m. by Grantee.

Mabel J. Jones
Skamania Co. Clerk-Auditor.

#20196

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

To Primary Gold Company, a corporation,
To W. E. Euell, 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 Camp Creek Metals Mining 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. Euell 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 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 auxiliary and collateral contracts and agreement 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.