

sufficient deed of conveyance; and

Whereas, Said Railroad Company has selected, under the direction of said second party and from the descriptions furnished as aforesaid, the lands hereinafter conveyed, subject to the approval of the proper officer of the United States:

Now, Therefore, The said first party, for and in consideration of the sum of Six Hundred and Forty (\$640^{00/100}) Dollars to it in hand paid by the second party, the receipt whereof is hereby acknowledged, revives, releases and conveys, subject to the agreements and conditions contained herein, unto the said second party, his heirs and assigns, all that parcel of land selected as aforesaid and situated in the County of Skamania and State of Washington, described as follows, to-wit: The Northwest quarter (NW^{1/4}) of the Southwest quarter (SW^{1/4}) of Section (28) Twenty Eight and the Southwest quarter (SE^{1/4}) of the Southeast quarter (SE^{1/4}) of Section Twenty Nine (29) in Township Three (3) North of Range Seven (7) East of the W.M.

To Have And To Hold, all and singular, the said premises above described, with the appurtenances, unto the said second party, his heirs and assigns, forever.

And the said first party covenants with the said second party, his heirs and assigns, that it was lawfully seized of the said Eighty acres of land situated in said San Francisco Mountains Forest Reserve, which it relinquished as aforesaid to the United States of America, at the date of such relinquishment and that the lands so relinquished were at the time thereof free and clear of all incumbrances whatsoever, and that it had good title to the lands so relinquished at the date of such relinquishment, and had the right to so relinquish the same under the said Acts of Congress; provided however, and it is expressly understood and agreed between the parties hereto; that if the United States shall reject the title to any of the said lands so relinquished to it, and by reason thereof shall refuse to approve any of the selections made in lieu thereof as aforesaid and shall refuse on account thereof to permit other lands to be selected under said acts of Congress in lieu of any of the lands so relinquished and which breach shall prevent the further selection and approval of other lieu lands in place of any of the lands so relinquished as aforesaid then the measure of damages to be recovered on account thereof shall be such a proportion, and no more, of the entire consideration paid as aforesaid by said second party, as the number of acres of relinquished lands to which the title thereto shall prove insufficient to warrant the selection of lieu lands as aforesaid, shall bear to the entire number of acres relinquished to the United States as aforesaid; But in no event shall the amount of damages which said second party shall be entitled to recover exceed the consideration herein expressed, to-wit: