

ME TO MR. BARNES DAY OF1914 THE SAID W. B. BARNES TOOK POSSISSION OF THE SAID LAND, AND DECLARED THE SAID CONTRACT NULL AND VOID, FOR FAILURE UPON THE PART OF THE SAID H. M. NYGAARD AND UPON MY PART, TO PERFORM THE TERMS OF THE SAID CONTRACT; THEREAFTER, TO-WIT ON THE 1ST DAY OF SEPTEMBER 1916 I EXECUTED A QUIT-CLAIM DEED TO THE SAID W. B. BARNES FOR THE PURPOSE OF CLEARING THE RECORD TITLE TO THE SAID LAND, AND HAVE NOT SINCE THE DATE OF SAID FERFEITURE, AND DO NOT NOW CLAIM ANY RIGHT, TITLE OR INTEREST IN OR TO THE SAME.

THAT THE SAID H. M. NYGAARD LEFT THE UNITED STATES ABOUT THE MONTH OF DATE OF TRANSFER OVER TO ME (B.J.) 191..., AND HAS NOT RETURNED, NEITHER HE NOR HIS WIFE, NOR ANY PERSON ON THEIR BEHALF HAVE PERFORMED, OR OFFERED TO PERFORM THE TERMS OF THE SAID CONTRACT, OR TO MAKE ANY PAYMENTS THEREUNDER, TO MY KNOWLEDGE, EXCEPT AS STATED HEREIN.

B. JEMTEGAARD

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6 DAY OF DECEMBER 1919.

(NOTARIAL)
(SEAL)

F. P. WAGNER
NOTARY PUBLIC FOR WASHINGTON, COUNTY
OF CLARKE RESIDING AT VANCOUVER WASH.

FILED FOR RECORD DECEMBER 9, 1919, AT 10 A.M. BY RAYMOND C. SLY.

Edg. P. Michell
COUNTY AUDITOR.

H. M. NYGAARD BY W. B. BARNES TO THE PUBLIC

STATE OF WASHINGTON,)
COUNTY OF SKAMANIA.) ss.

W. B. BARNES BEING FIRST DULY SWORN, ON OATH SAYS; I AM THE OWNER OF THE W¹/₂ OF THE NORTH ONE-HALF OF THE NORTHEAST QUARTER OF SECTION SEVENTEEN TOWNSHIP ONE NORTH OF RANGE FIVE EAST OF W.M. IN SKAMANIA COUNTY, WASH., AND AM THE SAME PERSON WHO, ON THE 31ST DAY OF DECEMBER 1910, EXECUTED A CERTAIN CONTRACT FOR THE SALE OF THE ABOVE DESCRIBED LAND TO ONE H. M. NYGAARD; WHICH SAID CONTRACT WAS RECORDED IN THE OFFICE OF THE AUDITOR OF SKAMANIA COUNTY, WASH., ON THE 17TH DAY OF FEBRUARY 1913 AT PAGE 220 BOOK 0 OF DEEDS; THAT THE SUM OF TEN DOLLARS WAS PAID UPON THE SAID CONTRACT BY THE SAID H. M. NYGAARD TO AFFIANT AT THE DATE OF THE DELIVERY THEREOF, AND THAT NO FURTHER SUM HAS BEEN PAID THEREON; THAT THE ONLY CREDITS UPON THE SAID CONTRACT WERE FOR THE INTEREST DUE DECEMBER 31ST 1911, WHICH WAS PAID BY WORK DONE FOR AFFIANT BY THE SAID NYGAARD IN BUILDING A LINE FENCE, AND SO CREDITED UPON INTEREST BY AGREEMENT BETWEEN THE PARTIES;

THAT THE WIFE OF SAID NYGAARD WAS NEVER IN THE UNITED STATES, AND NEVER RESIDED UPON THE SAID LAND, AND THAT SAID LAND, NEVER BECAME THE HOMESTEAD OF THE SAID H. M. NYGAARD AND WIFE.

THAT SUBSEQUENT TO THE EXECUTION OF THE SAID CONTRACT, TO-WIT, ABOUT THE YEAR 1913, THE SAID NYGAARD ABANDONED THE SAID LAND, AND ASSIGNED THE SAID CONTRACT TO ONE B. JEMTEGAARD, THAT THE SAID B. JEMTEGAARD NEVER PAID ANY INTEREST OR PRINCIPAL UPON THE SAID CONTRACT; THAT THE CONTRACT WAS BREACHED BY THE SAID NYGAARD BY REASON OF THE NON-PAYMENT OF INTEREST AND PRINCIPAL THEREIN PROVIDED, AND WAS ALSO BREACHED BY THE SAID JEMTEGAARD BY REASON OF NON-PAYMENT OF INTEREST

93-8