

Agreement  
S. M. Hamilton & Co  
vs Robert Stevenson

This Agreement made and entered  
in to on this 20<sup>th</sup> day of March. 1888 by and  
between S. M. Hamilton and Mary J. Hamilton  
his wife and H. J. Hamilton the parties of the  
first part and A. B. Leizer and G. W. Stevenson  
parties of the second part all of Klamath  
County Washington Territory Witnesseth  
That the said parties of the first part for and  
in consideration of the agreement of the said  
parties of the second part hereinafter made  
do hereby agree that the said parties of the  
second part hereto may put in and operate  
one or more Fish Wheels in what is known  
as Hamilton Slough on the Land of the  
parties of the first part at the Lower Cascades  
in said County and shall have the right to  
maintain use and operate the same on said  
Land for and during the period of three  
years from and after the 20<sup>th</sup> day of February  
1888 with the privilege of putting in one Fish  
Wheel or two if they so desire at a point near  
the County Bridge on Greenleaf Slough  
on the Land of the parties of the first part  
at said Lower Cascades in the said County  
and operating and maintaining the same  
for a like period of three years from said  
20<sup>th</sup> day of February 1888 and also the privilege  
of putting in maintaining and operating one  
other Fish Wheel for three years on the Land  
of said H. J. Hamilton on the North bank  
of the Columbia River in said County at  
a point three hundred yards more or less  
below the mouth of the Slough known as  
Hamilton Slough and the said parties  
of the first part hereby agree to and with



The said parties of the second that they will not  
 during the continuance and existence of this  
 agreement lease or grant to any one the right or  
 privilege of putting or operating any fish wheel  
 or wheels or traps on their lands below the wheels of  
 the said parties of the second past or put in or  
 operate any such fish wheels themselves and the  
 said parties of the second pass for and in consideration  
 of the agreement hereinbefore made by and on the part  
 of the said parties of the first part heretofore hereby  
 promised and agreed to and with the said parties  
 of the first part that they will put in two good  
 and substantial fish wheels with all proper  
 and necessary leads to the same and have them  
 completed and ready for successful operation  
 on or before the first day of May 1888 and  
 will prudently and carefully operate the same  
 each fishing season during this lease and  
 will give and deliver to the parties of the  
 first part one third of all the catch during  
 said term of years and the said parties  
 of the first part agree to sell and the parties  
 of the second part agree to purchase the first  
 season the said one third part of all said  
 catch at two cents per pound gross weight  
 for salmon steel heads and blue backs  
 and the said parties of the second part  
 agree to put in one or more additional  
 fish wheels at the places herein mentioned  
 with all necessary and proper leads during  
 the year 1889 provide said two wheels  
 to be put in on or before May 1888 catch  
 twenty tons each during the fishing season  
 of 1888 of salmon blue backs and steel heads  
 and it is further agreed by and between



the parties hereto that the said parties  
 of the second part will in all respects  
 in putting said fish wheels and in operating  
 the same and building the leads to the  
 same protect the banks of said Columbia  
 River and said Slough as far as possible  
 and avoid all unnecessary damage thereto  
 and that the said parties of the first part  
 shall at all times during the continuance  
 of this agreement have the right to name  
 and dispatch some person who shall be  
 paid for his services by the said parties  
 of the second part to weigh and keep a  
 daily account of all said fish so caught  
 by them and to report the said account  
 of said fish caught at least once in  
 each week the said fish shall be so  
 weighed at the wheels each day and said  
 account shall be open to the inspection  
 each day if they so desire of the said  
 parties of the first part and it is  
 further agreed that any breach of this  
 agreement on the part of the said parties  
 of the second part shall render the same  
 null and void at the option of the said  
 parties of the first part hereto.  
 Witness our hands hereunto affixed the  
 day and year first herein written.  
 Executed in the presence

|                 |                   |        |
|-----------------|-------------------|--------|
| Robert C. McKay | W. R. Frazier     | Notary |
| J. F. Levens    | Geo. H. Stevenson | Notary |
|                 | W. F. Hamilton    | Notary |
|                 | Mary J. Hamilton  | Notary |
|                 | W. J. Hamilton    | Notary |

Commission  
 Not Seal



Territory of Washington } ss.  
County of Skamania }

On this 20th day of March 1888 before me the undersigned and duly qualified person came S. M. Hamilton and wife of J. J. Hamilton his wife and W. J. Hamilton D. R. Dyer and G. W. Stevenson who are personally known to me to be the same persons described in and who executed the foregoing agreement as far as is therein and severally acknowledged to me that they had executed the same freely for the purposes therein expressed and hereby certify that the said Mary J. Hamilton wife of the said S. M. Hamilton did acknowledge to me that she executed said agreement freely and voluntarily for the purposes therein mentioned.

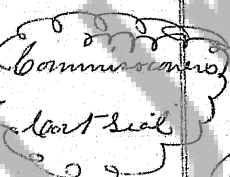
Witness my hand and Official Seal hereto affixed this day and year last of said

J. F. Lewis

County Auditor for Skamania  
Territory, W.T.

Received for Record March 26th A.D. 1888 at  
11 O'clock A.M.

J. F. Lewis  
County Auditor



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