

Agreement
 S. M. Hamilton & Co
 vs. J. P. Stevenson

This Agreement made and entered
 in to on this 20th 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. Lejier 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 20th 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
 20th 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 wish

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 present 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 provided 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 designate 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 accounts 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.

Witness our hands hereunto affixed the day and year first herein written.

Executed in the presence

J. Helen
 J. F. Levens

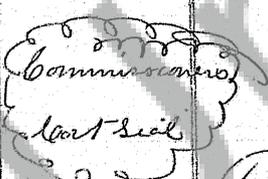
W. R. Frazier
 Geo. H. Stevenson
 W. F. Hamilton
 Mary Hamilton
 W. J. Hamilton

Commission
 Not Seal

Territory of Washington }
County of Klamath } ss

On this 20th day of March 1858 before me
under my med authority personally came S. M.
Hamilton & wife of S. M. Hamilton his wife
and W. J. Hamilton D. R. Dozier 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 they thereof 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
at the City and County of Klamath Oregon
this 20th day of March 1858



J. F. Lewis
County Auditor for Klamath
County, W. T.

Received for Record March 20th A.D. 1858 at
11 O'clock A.M.

J. F. Lewis
County Auditor

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