

Agreement of J. P. Anderson & John Fies & wife.

This agreement made this 11th day of May A.D. 1892. between John P. Anderson, unmarried, of the County of Skamania, State of Washington, of the first part, and John Fies and Maggie Fies his wife, of the same place, the party of the second part. Witnesses.

That the said party of the first part, in consideration of One dollar and the Covenants on the part of the said party of the second part, herein after set forth contained, hereby Covenants with the said party of the second part: That the said party of the first part does hereby assign, deliver over & quit claim all my right, title and interest in and to One hundred and twenty-five (125) acres of land, on which I now live, and situated in Section 30 Township 3 North of Range 7 $\frac{1}{2}$ East. W. Meridian, in said Skamania County, Washington, to the party of the second part, their heirs and assigns.

And the said party of the second part, in consideration of the said Covenants on the part of the said party of the first part, heretofore contained, agrees to and with the said party of the first part, that the said party of the second part will properly support, care for, furnish food and proper clothing, during the natural life of the said party of the

of the stream of water flowing through the premises or land of the party of the first part, to be used as the party of the second part may desire, in the operating of his mill, or any other manufacturing he may engage in, and in fluming lumber, sawdust, slabs, refuse &c. all situated on the land of the said party of the first part, i. e. the N. W. $\frac{1}{4}$ of Sect. 30, T. 2 North & East, in Skamania County, Washington.

And in consideration of the foregoing premises, the party of the first part further agrees to sell to the party of the second part, all his merchantable timber of Cedar and fir, and what Hemlock the party of second part can find a market for, so as not to suffer loss, at the rate of one dollar (\$1.00) per thousand, or in other words, to sell his stumpage to the party of the second part at \$1.00 per ~~1000~~ for all sound logs that will make sound merchantable lumber, the logs to grade high enough that the lumber produced will grade thirty-three and one third ($33\frac{1}{3}$) per cent or more clear first class lumber. The shingle timber left in the Cedar, after the logs are cut out, to be sold to the party of the second part, at fifty cents per cord. The party of the first part reserves the right to remove any shingle timber that the party of the second part cannot make use of.

The rules for inspection and measurement of logs in use in Portland

Oregon, and Puget Sound Wash. Markets, to govern the inspection and measuring or scaling of said logs. No defective or unsound logs, known to be such, are to be taken or scaled, and if upon being sawed any log proves to be so unsound or defective as to make lumber that will not grade 2^d Class Common in the Portland Oregon Market, the unsound or defective lumber is to be taken from the scale or tally, no record made of it.

The party of the first part reserves enough timber to fence and improve his 160 acres of land in a reasonable and farm like manner. The party of the second part agrees to saw the lumber for the said improvements, at three dollars (\$3.00) per M.

The time of payment for said logs to be 60 days after the close of each month, until such time as the party of the second part shall have working capital enough in Bank to enable him to pay all running expenses of the mill monthly, and make payment for the logs in 30 days from last day of month in which logs are taken. If at any time the Market will not justify the shipment of lumber, the party of the first part agrees to wait sixty (60) days from the time of removal of lumber from the mill.

In consideration of the above covenants the party of the second part hereby agrees to set his saw mill on the above described premises of the party of the

first-part; and to operate the same there whenever it can be done profitably, and in a business like manner, so long as he can procure logs, and do a profitable business.

The party of the first-part agrees to furnish in the tree, whatever lumber may be needed in setting up the mill, buildings a mill house, Mill dam dwellings for the mill men and hands, & all other buildings that may be needed or necessary, and is to have the same when the mill is moved away. The party of the first-part further agrees to let the party of the second part have the right of way for old roads and pathways, necessary to bring logs to the mill from any other timber, that the party of the second part may wish, during, or after the termination of the sawing of the logs on the above mentioned 160 acres of land of the party of the first part. The party of the second part agrees to not saw to exceed 800,000 feet for other parties (and nothing but cedar) for every 500,000 feet sawed for the party of the first part.

In case of an assignment by the party of the second part, his assigns to saw the timber within 8 years from the date of assignment.

The party of the first part further agrees to furnish the lumber for a frame and to receive his pay therefor at the rate of fifty cents (50^{cts}), per

Witness
W. D. A.
Witness
F. K.

thousand feet for all lumber flumed
through said flume, until said flume is
paid for: said flume to extend from
L. P. McCroskey's saw mill to some point on
the Columbia river above Cape Horn.

Witness to signature

W. A. Smith

Witness to last signature

F. B. Mungdon

Samuel McCroskey

Seal

L. P. McCroskey

Seal

Received for record July 20. 1892

Attest J. O. Waterman. Auditor

Lease, County Commissioners to Nevell Sanford.

This Lease, made and entered into this 30th day of
November A.D. 1892 between the County Commissioners
of Skamania County, State of Washington, party of
the first part, and Nevell Sanford, party of the second
part,

Witnesseth, That for and in consideration of the sum
of ten Dollars (\$10) annually to be paid to the County
Auditor of said County, yearly in advance, the said
County Commissioners lease and farmlet to the
party of the second part, all of the following described
parcel of land, situated in the said County, that is
to say, all of the lot one (1) and the north west quarter
of the South east quarter of Section (34) thirty four -
in Township two (2) north of Range 6 East. W. M.
for the period of five years from this date, or until
the above described land shall be ordered sold by the
State Land Commission.

Provided at all times that the payment of said rent
to the Auditor of said County annually in advance
shall be a condition precedent to the beginning