

BOOK A RECORDS OF SKAMANIA COUNTY.

(Signed) Bennett N Sexton.

Clerk of the U S District
Court 1st Judicial District
W. T.

Territory of Washington.

County of Jefferson.

Be it remembered that on his 20th, day of February, 1863. personally appeared before me J J H Van Bokelen, Notary Public, of said County, Elizabeth A Chenoweth; She being personally known to me to be the identical person whose name is signed to the foregoing deed and acknowledged the signing, and sealing thereof, to be her act, and deed, for the purposes therein stated, and the said Elizabeth A., being by me examined separte and apart from her husband, the contents thereof being by me made known to her she acknowledged, that she signed it freely, voluntary, and without fear or compulsion, or undue influence by her husband.

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In witness whereof I have hereunto set my hand and official Seal.

(Signed) J.J.H. Van Bokkelen.

Notary Public.

Presented for record and recorded this the 7th day of September 1863
at ten o clock A.M.

John E Andrews Auditor

Cascades R R Co. to Samuel M Hamilton. \$10,000 Bond.

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Know all men by these presents, that the Cascades Rail Road Company a corporation organized under the laws of Washington, Territory, is held and firmly bound unto Samuel M Hamilton of the County of Skamania, in the sum of ten thousand dollars \$10,000 00/100 for the payment of which it hereby binds itself.

Sealed with its seal and dated July 27th 1863 The condition of this obligation, is such, that whereas, the said Cascade Rail Road, Company, has agreed, and does hereby agree to and with the said Samuel M Hamilton that from the commencement of the incline of its rail road, on the bank of the Columbia River in Skamania County W.T. down to the lower terminus of said Rail Road, upon the land conveyed this day to said corporation by the Said Samuel M Hamilton and Mary J Hamilton his wife, the said corporation will not engage in the sale of any goods, wares, or merchandise, or set up any hotel, tavern, eating, or drinking house, or establishment or permit the same to be done upon or on the river in front, of said premises, except, by the said Samuel M Hamilton, or his grantees, and except such temporary sales as may occur, upon steamers, doing business, with said corporation. And has further agreed that the said Samuel^{M.} Hamilton, may move, anchor, or fasten, a warf boat, on the river, in front of said premises, now interfering with the business of said corporation in the landing of steamers, and in receiving, discharging and the transportation of freight, and passengers, and that the said Samuel M. Hamilton, shall have the exclusive right of establishing a store for the sale of goods, wares, and merchandize, and for a hotel tavern, eating or drinking house, for public accomodation, upon said premises.

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Now therefore if the said corporation shall faithfully, keep, and perform, all their agreements, herein above contained, and shall pay all damages, which the said corporation may sustain, for a violation thereof, then this bond to be

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