

Luzerne County Deed

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Agreement

Dated: 22 Nov 1867

Recorded:

BY: George Filer (Dunmore), Frank B Marsh (Scranton), Levi Judd (Blakely) DBA Filer & Co.

To and With: Delaware and Hudson Canal Co.

Same information as in deed 122 – 21.

to their successors and assigns, that they the said party of the first part are this su-
cessors and assigns the conditions and covenants herein above described and granted in
the said deed and intended to be with the affirmances made the said party of the second part
that successors and assigns against them the said party of the first part their successors and
assigns all and any other persons or persons whomsoever claiming or to claim the same
a copy hereof Subject to the reservation aforesaid, shall and law warrant and firm
of the said party of the first part to their present heirs and assigns their
Corporate Seal to be hereunto affixed with the signatures of the President and Secretary
of the said party of the first part as follows

Shall and law warrant and firm
of the said party of the first part
to their present heirs and assigns
their Corporate Seal to be hereunto
affixed with the signatures of the
President and Secretary of the
said party of the first part as
follows

Seal of
N. C. & Co
W. P. Bayne
Pres. N. C. & Co
Secy

State of Pennsylvania
City of Philadelphia, ss.

On this Twenty sixth day of December A.D. 1865 before me the undersigned an Alderman of the City of Philadelphia lawfully elected and sworn the
Secretary of the Corporation known as the North Carbonate Coal Company who being duly
sworn and duly sworn and do hereby certify that the deed aforesaid to the foregoing deed is a true and
correct copy of the original thereof and was duly executed and signed by the affiant in
the name of the North Carbonate Coal Company and was duly executed and signed by the affiant in
the name of Charles C. Bayne as President of said Corporation and of this affiant as Secretary thereof or of their own respective hands and
with the affixing in attestation of the due execution of said instrument

affirmance and subscribed before me
on 26th day of December A.D. 1865
W. N. Douglass
Alderman

C. M. Schuler

Witnessed 15th April 1866

George Filer et al
as Filer & Company
Agent for
The Del. & Hudson Canal Co.

This agreement made and concluded this Twenty second day
of November A.D. one thousand eight hundred and sixty six
between George Filer of the Borough of Monaca, Francis B. Mack
of the City of Scranton and Levi E. Fidd of the Township of Blooming
All of the County of Luzerne in the State of Pennsylvania Company

the Partnership Firm of Filer and Company Party of the first part and The Del. & Hud-
son Canal Company Party of the second part by Edward W. Miller Sec-
retary of the Coal Department of said Company Party of the second part. It is
agreed that the said party of the first part as well as the said party of the second part
do hereby agree to the terms and conditions hereinafter contained and mentioned to be held and performed by the said
party of the first part in consideration of the sum of one hundred and fifty dollars
and that the said party of the second part do hereby agree to the terms and conditions hereinafter
contained and mentioned to be held and performed by the said party of the first part

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when called upon through account to the said party of the first part such sums of money as they from time to time may require in the prosecution of the work of erecting such Building and Appurtenances and of opening said mine, said account to be and expended in the completion of said improvements and for no other purpose whatever. Provided the aggregate amount of such sums loaned from time to time as aforesaid shall not exceed Thirty thousand (\$30,000) Dollars.

And the current of money so as aforesaid loaned by the said party of the second part to the said party of the first part shall be repaid to the said party of the second part with lawful interest therein to be determined as follows.

The said party of the second part shall be and is entitled of this agreement or hereby authorized and authorized to deduct from and retain in their own hands the sum of eight cents for two on each and every loan to be advanced and received from any one out of the amounts loaned before provided to be paid by the said party of the second part to the said Party of the first part for the cost to be determined under this agreement until the whole and entire amount of the money so as aforesaid loaned to the said party of the first part shall have been fully paid to the said party of the second part.

And the said party of the first part shall in order to secure to the said party of the second part the payment of the money so loaned as aforesaid assign to them the said party of the second part their shares and assigns the lease or right to mine and remove the coal to be used and delivered under this agreement. And shall by such good and sufficient obligation and securities as shall in law be sufficient upon the Property, Improvements, Buildings, Farms, of year and appurtenances connected in any manner with or upon the purpose of mining and delivering the said coal fully secure the payment to the said party of the second part of the money so by them as aforesaid loaned. And it is further hereby mutually covenanted and agreed by and between the parties hereto, that in case the said party of the first part shall for the space of thirty days at any time during the existence of this agreement fail neglect or refuse to deliver to the said party of the second part the average daily quantity of coal in accordance with the provisions of this agreement unless payment for same being by cash or bank check or draft they have and will in that event if the said party of the second part elect and demand assign to them the said party of the second part their shares or assigns the aforesaid lease and right to mine, purchase and deliver coal and work buildings and other improvements required by them as aforesaid thirty days before to the said party of the second part all the Property, Improvements, Rights, Privileges, Buildings, Machinery, mines, fixtures and appurtenances of any kind or nature whatsoever used and employed by them the said party of the first part for the purpose of and in the prosecution of the business of mining, purchasing and delivering of coal as contemplated by this agreement.

And it is further mutually covenanted and agreed by and between the said parties hereto that if the said party of the first part shall at any time during the existence of this agreement divert such coal and cause the same to be carried by any other line or line of transportation or use any other avenue to reach a market other than and in either case the said party of the second part if they so elect and demand shall be entitled and they are hereby expressly and fully authorized and empowered to enter into and take possession of the aforesaid Colliery, Coal mines, lands and premises; And all and singular the Mines, Branches, Buildings, Machinery, Rail roads, Roads, Fences, Cords, fixtures and appurtenances thereto belonging or in any way connected therewith or any part of the first part in their business of mining, purchasing and delivering coal and their right to use work and equipment and every the same as hereinbefore stated. And the said party of the first part when such default shall have been voluntarily shown to the said party of the second part their shares or assigns the full quiet and peaceful possession of the aforesaid property and effects to be used, worked, occupied and enjoyed as aforesaid. And in case of their neglect or refusal to give possession then the said party of the second part may if they so elect proceed to take possession thereof by law and in the way and manner following: That is to say: That the said party of the second part may cause an Affidavit to be made by their President or some officer of the said party of the second part to be sworn to and filed in the County Court of the county in which the said property is situated or in any proceeding against the said party of the first part in the County Court of the county in which the said property is situated and then in due and lawful manner cause a writ of Habere Corpus ad Satisfaciendum to be issued and return a proceeding and legal process to be taken in and against the said party of the first part.

and all proceedings and suits in the premises of the said premises property and effects and when such judgments shall be made and the said judgments shall be executed without any stay or proceedings of error, certiorari or other writs. And all costs in such actions and proceedings and in the entry of such judgments and the proceedings thereon are hereby allowed. And the party do appearing and acting under this Decree be and remain discharged from liability therefor. Provided that nothing herein contained shall be so construed as to prevent the said party of the first part from selling Coal at retail or from selling for use and consumption within the rules thereof. It being understood and agreed that in case the said party of the first part shall or shall be in possession of the said property and premises and use and occupy the same that they shall pay to the party of the second part within the terms the amount of mine Rent accruing on the Coal that may be raised by them in the same manner as the said Party of the first part is obliged to do, and may occupy and enjoy the said selling mines and appurtenances upon the same conditions as the said party of the first part might or could have done prior to such default.

In witness whereof these parties have hereunto set their hands and seals the day and year first above written
 Geo. Filer
 Frank B. March
 L.C. Judd

In presence of

The said proceedings being first read in the full hearing of the People the said parties and witnesses and in the presence of said persons and persons in the presence of said witnesses between the party first and second of the first page and the said party second of the first page with their own or respective legal agents

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 STAM

C. H. Weston, Secy of Coal Dept of N. C. & W. Va. Coal Company subject to the orders of the Board of said Company.

John Robles

Approved
 Thos. Dickson

V. President

as the signature of Frank B. March of first and G. F. Weston.

W. H. Weston as signature of George Filer.

Commonwealth of Pennsylvania

City of Macon, Va.

George Filer, Frank B. March and John Robles, Comprising the Partnership Firm of Filer and Company, do hereby acknowledge in due form of law the foregoing agreements to be their act and deed and the act and deed of said Filer and Company and disclaim the same might be recorded as such. And also approved the above named Edward G. Weston, Superintendent of the Coal Department of the Delaware and Hudson Canal Company and in due form of law acknowledged the foregoing agreements to be his act and deed as Superintendent of the Coal Department of said Company and disclaim the same might be recorded as such. In witness whereof I have hereunto set my hand and seal the day and year first above written. C. H. Weston

Wm. J. R. Lee

wherein this day of March 1867 in the presence of the said witnesses and in the presence of said witnesses and in the presence of said witnesses between the party first and second of the first page and the said party second of the first page with their own or respective legal agents

Sealed and Delivered in the presence of
G. D. Miller

Geo. Fisher Secy
Frank B. Marsh Secy
L. C. Dobb Secy

Seal of the
Old Stone Canal
Geo. Talbot Clephant
Pres
A. S. Symmes
Treasurer

Commonwealth of Pennsylvania
City of Philadelphia

Before me the Subscribes an Alderman in and for said City personally
appeared the above named George Fisher, Frank B. Marsh and L. C. Dobb Confessing the
Copartnership firm of Fisher and Company and severally acknowledged in the firm of the foregoing
agreements to be their act and deed and the act and deed of said Fisher and Company and desired the
said might be recorded as such. In witness whereof I have set my hand and seal the eleventh
day of April A. D. 1868.

G. D. Miller Alderman Secy

State of New York
City of New York

I do Certify that on the third Day of April A. D. 1868
Eight hundred and sixty eight before me Edward F. Brown the Subscribes a Commissioner in and for
the State of New York residing in the said City of New York appeared and duly acknowledged before me
the State of Pennsylvania to take acknowledgment and seal of Deeds and other writings under seal to be executed
and in the said State of Pennsylvania and with full authority to administer oaths and affirmations personally
appeared A. S. Symmes the Treasurer of the Copartnership firm of Fisher and Company as the President
Manager and Company of the Delaware and Hudson Canal Company, residing at the said City of
the Treasurer of the said Copartnership that he was personally present at the execution of the above written
and saw the Common and Copartnership seal of the said the President Manager and Company of the Delaware and Hudson
Canal Company duly affixed thereto and that the said to appear thereto is the Common and Copartnership seal of the said
the President Manager and Company of the Delaware and Hudson Canal Company and that the above written
agreements were duly sealed and delivered by and as one for the firm and Company therein mentioned that the said
of this document subscribed to the said Deeds as Treasurer of the said Copartnership in attestation of the due execution
and delivery of said agreements is of this document own father and Respective hand writing and that the same of
Geo. Talbot Clephant President of said Copartnership also subscribed to the said agreements in attestation of
the execution and delivery thereof as is described in the documents herein and is of the said Geo. Talbot
Clephant own and proper handwriting

A. S. Symmes

Done and Delivered in the City
of New York this 11th day
of April 1868
Witness my hand and the official
Seal

Edward F. Brown
Commissioner of Pennsylvania

Seal
Commonwealth of Pennsylvania
in witness whereof

Recorded 11th April 1868