## **Luzerne County Deed**

Agreement

Dated: 22 Nov 1867

Recorded:

BY: George Filer (Dunmore), James P Riley (Williamsport) and Frank B Marsh (Scranton) DBA

Book: **123** 

Page: **554** 

Filer, Riley & Co.

To and With: George Filer (Dunmore), Frank B Marsh (Scranton), Levi E Judd (Dickson) DBA

Filer & Co.

FOR: Lease in Dunmore for 40,000 tons of coal. Agreement to ship on the D&H.

Mile or and we of a grown with one we concluded this being beared George Meln it a. day of Herenber C. D. one thousand Eights Runder and South Som Or lever beorge the of the Bound of Common County of Lynn an George Filer Ct. al. State of Prins spane flines P. M. Rily of the Oly of Williams propositioning County and State of Search of the City of Scanin de zan bounty and State africant Combining the Copartino hit from my Files, Rely & Cangofte fust had lind Goog File of the Brough of Dumon Frank B. Mark of the bity your and Livi & Judde f Deckow are of Lycaniboury and State copies Comprising the Colational of Jam. of Frie to fait of the seems frant. Alluforthe that the sain party of the first part for Chemistres then hear a denine kalow and arriger asker and a but dealin of the Branche and a general her after mulines the books grapeformed by and on the parts of the present for so for and in considerations of the sun of One Sollar to them in house hair by the said hart of the Second hart the beaute thereof is hour, actions expect Mark leased and alth hurty Select and the sain hay of the seems partition him an any all Coal contained in in a and that cuton fier a fairl of land Stitule and being in the Bringh of Don. how Cristy and State apresaid , Thurded and described asferms to take Commencing at a corn in this of Let Minter Chief the (33) Now a late belonging to Edward Doeph three north they fin degrees and thing minute bout Taky three (43) fenches to a corner, Shere South fifty four degrees and their hands back One here and said stoof (160) fuches to a come of land now or late of Grant & Supher and the Pringspain for Company Chance South thinly fire degrees and they minutes best forty then (43) freshes to a come and theme North fifty from degras and thing minutes That One hundre and saits (160) pinches to the place of Segainary Containing Faty acus of land . That Can be practically mine with the light to with afre and wite said lands and long Mine and sweet daid Cast though or out of any Shefts Slikes or Samuels they may dig excavate a constant and the said hat of the first hat hereby leases and greats to the Said faits of the Second hat their How in assigns without Charge the Right of way for are trine Roads Magon Roads Mine Charings; With and Count Le sains they may find to Meeting to Constitute a confe to whom said land and but to we and inforthe trates of the Brist and its Bribulance in the hamp of Mining Coal, allow the are of are lands for Chang Cin Shafe that they may contider Herefory and the right to Dig the same. The said hat of the same hant Shall not be held accountable lander dry because for any damage that may be done to The of said land of the mining and unming of the Coil, Und the said fact, of the Second part for thinseless then have and assigns houly from it and agen to more from said lands Forty Marsand down in rach and any year from and after the date of the furthermore of and from said changes which that he within books hinthe hours with the Coal should so for exchanged that it show and the money of that Amounts Empracticable to being tendership that the said hart of the beand hart is to hay for the said the said Low to each and every year from and after the date of the fore Shipments as a tree matines chististe down the will all the mine in Such you went fellines that the base faily of the secretar has hat have been delivered from habitity to make bear land line better on in fact as how of the metants of frances, Franks that the east bank of the sums land these have the forming of taking on the May it as two though a gently of look your in mount to the defining There per a pay acts full ague of sublime to the lite of the our Mais the House how the the standing from the of Brick and the past a feethering to find all to make the same of the same that a feether as the same that a feether as

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tude this agreement the said harty of the seen a hair may give rive of such frant, to the said harty of the fast part, that heis or assigns, when they the said harly of the first hart thus hus in assigns may that to abandow that portion of the rim where such forest occurs on to chief the can't hait, of the second part to the thingh Sand faith haying a the said party of the during part all the respine necessary in curred in so doing on and alone the sum of the Ken die dellas ito being lenders lind that the said party of the seemed par and pay the and cost of during though a removing such faver, when such last does out covered five hundred doday , friended house, that the said part of the second fact that not be required by the Jan Kong of the first part their heirs or assigns to drive through or lemone any buch fait a. gand the judgment a advice of the said harty of the second harts except outher following Conditions, Waits The Said fearly of the fur hast may make request in writing whave Sain party of the second hart dive through or remove such fault in opposition to the admis of the said party of the second parts when the said harty of the second part shall house in the work of indeavouring to temme Juck fanct and Share Continue antil the said faily of the fast hast shall conclude to abandon said love when if the fails be not on Come the said party of the propert his hais or assigns Shall pay to the said harty of the Second pool their hours or assigns the whole Core of presenting said antile

And it is further the dustred and agreed that in Case the quantity of coat some in any One year shall fall below the quantity agreed to be taken out in such span in Consequence of the lumin charlotte quality of the Coul or in Consequence of increases extendes and difficulty he morning and creaning said come no hours for Stated or in Case the said land shall be come so for canausted asto lender its emposable a empracticable to mine the stipulates generally in any oneyear then in either Case the said party of the second harts there here or assigns are only to pay for the quarty of Case that Can be safely and Judicious by taken out, and it is further agent hat if in consequence of a Strike aming the antiones of the said fait of the second had on the breaking of hacking or of his drawer and delays in getting said Core to market which they accome Without the Consent Conservance a reglect of the said party of the decord fact their him a assigns them a contacionent a surper ser of tourings receptory a disuable their in that case they may is down the quantity to be more and paid for lander this leave in the year then being is the same bother . lion as the production of Continues by other parties and forwarded to mainer by the Salance & Hudson Canal Company shall be leduced founders the whole grantly mined in Such year it all not be bego than Fin Mouseur Four And the said party of the seine hair the house or copy huly again to has for the Gran to be mire and latter out in furtherine of this lease of the rate of Switch (14) and see in the or and or the form of Swing to humand for a 2240 frounds of Ciran Muchantatte Cal exclaim of the and the will produce an afen Brush half of our and square in a Membry Drai down Saw Rout to be paid of feel between the four and followshis days of each Burch for the Coal hined during the force to This it is further against and andistant that of the Said hart of the month for the house a singer blest to de so they may increase the grantly by on the defendant be some a con one you and at their aprim they diminish the grantly for my have a years of an amount of mestanding with such amounts, the staffeth of the said that show be hugher in Cars and the Make to be friends of the Stand Endan Course Company to be making adjunct of some bound but blooms Mand beach and that in happing bank book An allin once thing to Anat H Composition for the said from that they be them the work law transports .

runter of pounds in the higher of a Car of coal left than one handes show not be counted and any for me port of one hundred founds in the bught of a low should be counted as me hundred bounds wich and of the night of a can the account of such angels shall be open to the aispection of forth parties. It is futhe mulered, agreed and distord and agreed that the term muchantable Coal Shall be and watered and defined as felows, to toto! That are the Coal to be mined ander this leave that be with the valence of thining and Cleaning as good, as the Cose to how from the Brines of and Sant to makes of the blooms Delowar & Badon Canal Company on such pury as he shall direct where decision as to the quality of the coal that be final and conclusive . Monded torseries that if the said fact of the first have classe the inspection Captures and anecesonable the prints in dispute share be befored to theo chientented fensors one of when shall be chesen by each of the fearless to this lease the first to chosen shall select a think and the decesion of and referes there be final and conclusion lesse show be disposed of weekt Ant due. And it is futher ague that said facts of the first hat share kay all laces on the lands emplaced in this leave except that the party of the secretar Shall be arguined to pay the laws when all empromento cretes or Constituted by them. And of buther agend and undustine by and between the harter hands that this lease is hade Subject to all the forms ins and agreements made and artine a lats of and by a culaw Couleart in writing bearing are date herewish hade between the said fraity of the second front and the President Managers and Complay of The Sclavare and Hadon Canal Company to which Said Contest and allows hanto and buriouns therein antamed the said beart of the first hat gair and arthur ledges the and ingualified arent acquiremed and approve and lundy agen that one the finished me agreements be therein Contained and heatimed May and thate be disperted and Carried ond threin Contemplated by far as the aghts enterest and herfuly of the Dais hout of the first hat the of the Basis houtes have the fraction have the fraction have the fraction have the in case of the falme of the said haty of the beend part in any mainer to comply with the this lease and of the africand Contracto between the said frant of the Second harb and the Said Side bou & Holden Canal Company while the said Canal Company hay be entitled to lake for during of the mines Lands formines one fictures knot leaved as formided in said Coulant thromba that Case the said Course Company may enter when and was the said frems and ency food thereof and accupy are and enjoy the said bushut, herely leases and only harolland as felly and light same mainer as the said harty afthe seems has might on could have done fruit to buch failure Complying with are the regimenings com anto and agreements become when the land of the party of the second fearlo. And it is further and store and a greet that the sais party of the second fait the sais party of the second and found granted man the sais and a second the segles and found granted the sais and a second the segles and found granted the sais as a second s and the tour change blast days fixture and appenden ance made and dinstructed of them for Bung freshoung and fres aiding Gal ander that agreement for the furpose of brings personny and fractions coul from other adjoining lands to the amont of one has due one fifty lover to detailing to the lands hearly leaved and the party of the decorations that here the rights. When the senters or the senters of the decoration hearing affections or time to the sentences of the land and the party features to and and and and and and and and and are the sentences of the sentenc there the said feater that it can be contactly lands bout land and a second to beginn and the late town a line to lare there to endouve their Thing give funded the inchested has the state part of the love has

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