

Luzerne County Deed

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Agreement

Dated: 22 Nov 1867

Recorded:

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

Under this agreement the said party of the second part may give notice of such fault to the said party of the first part, their heirs or assigns; when they, the said party of the first part their heirs or assigns may elect to abandon that portion of the vein where such fault occurs and direct the said party of the second part to drive through said fault paying to the said party of the second part all the expenses necessarily incurred in so doing, and also the sum of Ten thousand dollars, it being understood that the said party of the second part will pay the direct cost of driving through or removing such fault, when such cost does not exceed five hundred dollars. Provided however, that the said party of the second part shall not be required by the said party of the first part their heirs or assigns to drive through or remove any such fault against the judgment or advice of the said party of the second part except on the following conditions, to wit: The said party of the first part may make request in writing to the said party of the second part to drive through or remove such fault in opposition to the advice of the said party of the second part, when the said party of the second part shall proceed in the course of endeavouring to remove such fault and shall continue until the said party of the first part shall conclude to abandon said vein. When if the fault be not overcome the said party of the first part their heirs or assigns shall pay to the said party of the second part their heirs or assigns the whole cost of pursuing said vein.

And it is further understood and agreed that in case the quantity of coal mined in any one year shall fall below the quantity agreed to be taken out in such year in consequence of the unmerchantable quality of the coal or in consequence of increased expenses and difficulty in mining and cleaning said coal, as heretofore stated or in case the said land shall be found to be exhausted and under its impossible or impracticable to mine the stipulated quantity in any one year then in either case the said party of the second part their heirs or assigns are only to pay for the quantity of coal that can be safely and judiciously taken out, and it is further agreed that in consequence of a strike among the employees of the said party of the second part or the breaking of machinery or of accidents and delays in getting said coal to market which may occur without the consent or neglect of the said party of the second part their heirs or assigns at any time during the continuance of this lease, the party of the second part their heirs or assigns shall be entitled to a suspension of payments necessary or desirable then in that case they may allow the quantity to be mined and paid for under this lease in the year then being in the same proportion as the production of coal mines by other parties and provided to market by the Delaware & Hudson Canal Company shall be reduced, provided the whole quantity mined in such year shall not be less than Ten thousand tons. And the said party of the second part their heirs or assigns hereby agree to pay for the coal to be mined and taken out in pursuance of this lease at the rate of sixteen (16) cents exclusive of taxes or imposts for every Ton of Twenty two hundred and fifty (225) pounds of Clean Merchantable Coal exclusive of "No" coal that will pass through an open mesh half of one inch square in a Reeling Hair screen. Said coal to be paid for between the first and fifteenth days of each month for the coal mined during the preceding month.

And it is further agreed and understood that if the said party of the second part their heirs or assigns elect to do so they may increase the quantity beyond the stipulation to be mined in any one year, and at their option may diminish the quantity of any subsequent years by an amount corresponding with such increase. And it is further agreed that the said coal shall be weighed in case of dispute to be furnished by the Delaware & Hudson Canal Company to be mutually approved by said parties and placed in their heads and that in weighing said coal the attention shall be directed to the Company for the same shall be given to the said party of the second part.

started by them for the purpose of mining coal from any lands they may come to within a certain number of years and fifty acres hereafter mentioned for the residue of said term of thirty years. Which said lands in case said party of the second part shall elect to use and occupy said lands after the expiration of a longer term than thirty years they shall be permitted to do so, and have in the exercise thereof the same immunities and granted rights. Provided they shall pay to the said party of the first part an annual rental for use in so much of said surface as they may desire to retain and occupy. The amount of such rental to be determined and fixed according to title. The amount also for use of surface not adjoining shall be ascertained and the rent for use to be paid shall be equal to the legal interest on such local market value. The quantity of coal mined monthly under the lease shall be ascertained according to the number of cars and sold to the mine and the amount in this lease shall be divided by the number of cars and that amount shall be the quantity of each car.

I do hereby witness that the said parties have executed the above and read the same as

you first above written.
 Signed sealed & delivered in the presence of us
 the undersigned Justices of the Peace of the County of
 Licking County State of Virginia, between 6 & 7 line from top
 of first page and the word "the" between the 7 & 8
 line from bottom of 7 page and the word "quantity"
 between 6 & 7 line from bottom of 7 page being
 witnessed before us this
 P. M. Bently, as to signature of J. P. M. Kelly
 C. Leach, as to signature of Geo. F. F. Marshall
 L. C. Judd.



Geo. F. F. Marshall
 J. P. M. Kelly
 Frank B. Marshall
 Geo. F. F. Marshall
 Frank B. Marshall
 L. C. Judd.

Seal
 Seal
 Seal
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 Seal

City of Williamsport
 Licking County Pa. } For

Before me the undersigned Justice of the Peace of the County of Licking State of Virginia, personally appeared the above named James P. M. Kelly and in the presence of me acknowledged the foregoing Agreement of lease or instrument in writing to be his act and deed and desired the same might be recorded as such. Witness my hand and seal this 1st day of March A. D. 1868.

Prof. L. Bently
 Just. Peace

City of Stanton
 Licking County } &c.

Before me the undersigned Justice of the Peace of the County of Licking State of Virginia, personally appeared the above named George F. F. Marshall and Frank B. Marshall and in the presence of me acknowledged the foregoing Agreement of lease or instrument in writing to be their act and deed and desired the same might be recorded as such.

I do hereby witness that the said parties have executed the above and read the same as
 you first above written.
 P. M. Bently
 C. Leach
 L. C. Judd