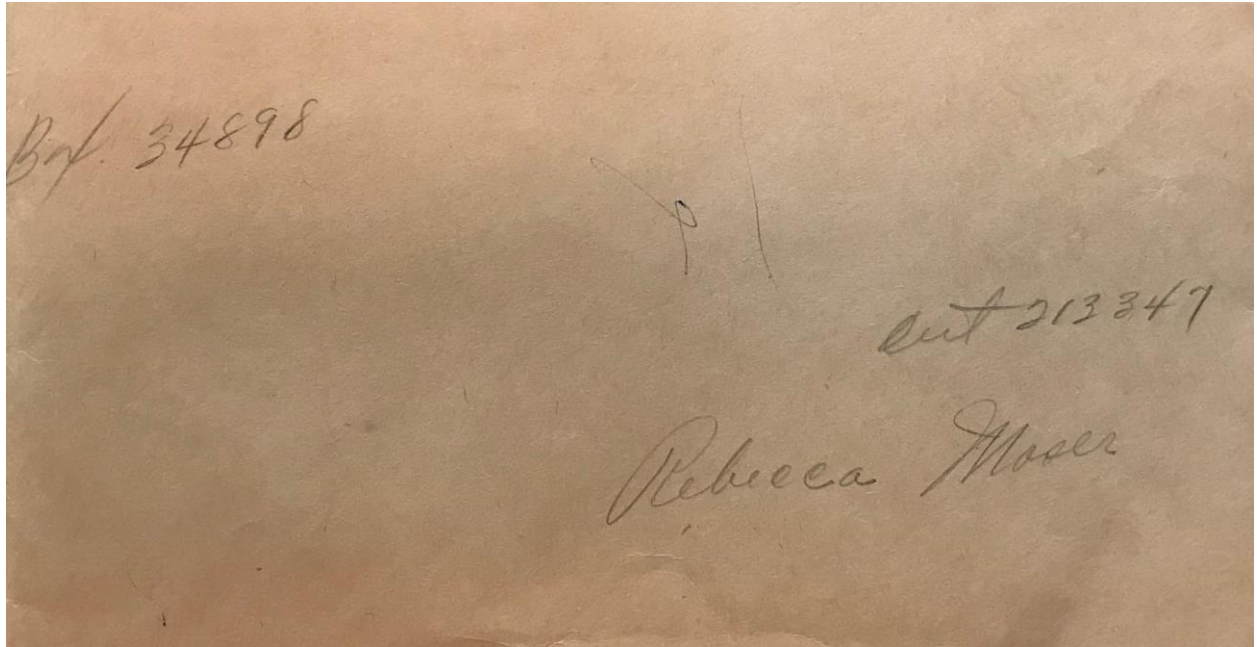


Aaron Moser Pension Documents 1860 – 1879



This Agreement, Made the *Second* day of *April*
 one thousand eight hundred and *Sixty* **BETWEEN** "THE LEHIGH
 COAL AND NAVIGATION COMPANY" of the first part; and
John Moser and Elias Moser

of *West Penn Township* in the County of *Schuylkill* and
 State of Pennsylvania, of the second part, **Witnesseth,** That the said "The
 Lehigh Coal and Navigation Company," for and in consideration of the payment
 of the yearly rent and taxes, and performance of the covenants and agreements
 hereinafter mentioned, which on the part of the said party of the second part,
 their executors, administrators and assigns, is, are, and ought to be paid, per-
 formed and kept, have demised, set, and to farm let, and by these presents do
 demise, set, and to farm let, unto the said party of the second part, their exe-
 cutors, administrators and assigns, a certain

Lot of Ground, situate, lying and being
in the Township of West Penn aforesaid Bounded as
follows viz; Beginning at a Stake on the northward side of the
Road leading from said Lehigh Coal & Nav. Co's Panther Creek Saw Mill
to Summit No 8 on the northward side of said Panther Creek and
on the west bank of a small Brook or Stream of water near
to East of an Old Barn, thence North 40 degrees East three hundred
& thirty feet to a Stake on south side of said Lane, thence
North 20 degrees West three hundred feet to a Stake, thence
South 5 1/2 degrees West three hundred & thirty feet to a Stake
thence South 24 1/2 degrees East three hundred & sixty feet to the
place of beginning, containing Two and a half acres be the same
more or less, Being part of a tract of land in the
name of the estate of Samuel Hopkins

TOGETHER with the appurtenances thereto belonging; **TO HOLD** the same to
 them the said party of the second part, their executors, administrators and
 assigns, from the *day of the date hereof* for
 and during the term of *Fifteen* years fully to be complete and ended;
 subject, nevertheless, to the said "The Lehigh Coal and Navigation Company's"
 printed Regulations for Tenants, so far as the same apply to the premises hereby
 leased, and all other the covenants and agreements herein expressed, and paying
 therefor unto the said "The Lehigh Coal and Navigation Company," their succes-
 sors and assigns, the yearly rent or sum of *One*
 dollars, lawful money of the United States of America,
 in payments to be made at the end of each and every quarter of the calendar year,
 viz: the first payment of *_____* dollars and
Twenty five cents, to be made on the last day of *June* next;
 the second payment of *_____* dollars and
Twenty five cents, to be made on the last day of *September* ensuing,
 and a like sum of *_____* dollars and
Twenty five cents, on the last day of every quarter year thereafter during
 the said term, without any deduction for taxes or assessments.

AND in default of paying the said yearly rent in manner aforesaid, it shall and
 may be lawful for the said "The Lehigh Coal and Navigation Company," their
 successors and assigns, to enter into and upon the premises hereby demised, or any
 part thereof, and buildings thereon, and distrain for the said yearly rent so in
 arrear and unpaid, and to proceed with and sell the distrained goods and effects
 according to the usual course of distresses for rent charges. But if sufficient dis-
 tress cannot be found and taken upon the said hereby demised premises, to satisfy
 the said rent in arrear and the charges of lerying the same, or if the Lessee shall

refuse or neglect to perform the other covenants and agreements herein expressed, or if the said Lessee shall assign his term and interest in the premises, to any person or persons, without the consent of the said Lessors first had in writing, then and in either such case, it shall and may be lawful for the said "The Lehigh Coal and Navigation Company," their successors and assigns, into and upon the said hereby demised premises and all improvements thereon, wholly to re-enter, and the same to have again, repossess and enjoy, as in their first and former estate and title, in the same manner as though this Lease had never been made, any thing herein contained to the contrary thereof notwithstanding.

AND the said party of the second part, for ~~themselves~~ ^{themselves} their heirs, executors, administrators and assigns, do hereby covenant and agree to and with the said "The Lehigh Coal and Navigation Company," their successors and assigns, that ~~they~~ the said party of the second part, take possession of and will hold the said Lot, under the following covenants and agreements:

- First.* That ~~they~~ will erect a dwelling house thereon, within three months from the date hereof, to be occupied by ~~themselves~~ and family.
- Second.* That any buildings, which may be erected on the said premises, shall be occupied only for residences, stables, or other conveniences of a private family, and no Tavern or Store of any kind, other than for the sale of articles manufactured by the occupant, shall be kept upon the premises.
- Third.* That this Lease can be transferred only with the consent in writing of the Company's Superintendent.
- Fourth.* That the said party of the second part, at the expiration of this lease, shall leave all buildings and improvements which ~~they~~ may have erected upon the premises, in good order and condition; said buildings and improvements to revert to and become the property of the said The Lehigh Coal and Navigation Company without charge therefor.
- Fifth.* That the keeping of a disorderly house, or Store, or Tavern, or Distillery, or any nuisance upon the said premises, or selling spirituous liquors or other intoxicating drinks thereon, shall forthwith render this lease null and void, and the said The Lehigh Coal and Navigation Company may thereupon at once re-enter and take possession of the said premises and lot of ground, and thereout eject the said party ~~of~~ of the second part, ~~their~~ heirs and assigns, without becoming responsible to him or them for any loss or damage arising thereby.
- Sixth.* That the said The Lehigh Coal and Navigation Company may at any time take possession of the said premises and the improvements thereon, by paying to the said party of the second part, ~~their~~ heirs or assigns, a fair compensation for the improvements by him or them made, the amount whereof shall be assessed by their Mine Agent, who shall take into consideration the portion of the term of this lease which may have expired.



AND the said party of the second part, for *themselves, their* heirs, executors, administrators and assigns, do hereby covenant, promise and agree, to and with the said "The Lehigh Coal and Navigation Company," their successors and assigns, that *they* the said party of the second part, *their* executors, administrators and assigns, shall and will well and truly pay or cause to be paid unto the said "The Lehigh Coal and Navigation Company," their successors and assigns, the aforesaid yearly rent or sum of *One* dollars, in quarterly payments as aforesaid, during all the said term hereby demised; and also shall and will pay all taxes, charges and assessments whatsoever, as well on the said hereby demised premises as on the yearly rent now reserved thereout, during all the said term, and also shall and will do and perform all matters and things hereinbefore covenanted and agreed to be done, and at the expiration or sooner determination of this Lease, *they* the said party of the second part, *their* executors, administrators or assigns, shall and will surrender and yield up the peaceable possession of the said demised premises, with all the buildings and improvements thereon erected and to be erected, unto the said "The Lehigh Coal and Navigation Company," their successors and assigns, in as good order and condition as when delivered to *them* and as hereinbefore agreed to be placed, free and without any cost or charges whatever, reasonable wear and decay and unavoidable accidents happening by fire, tempest, and otherwise, only excepted: And the said "The Lehigh Coal and Navigation Company," for themselves and their successors, do hereby covenant, promise and agree, to and with the said party of the second part *their* executors, administrators and assigns, that

and they paying the said yearly rent in quarterly payments as aforesaid, and taxes, keeping and performing all the covenants and agreements aforesaid, shall and may peaceably and quietly have, hold, occupy, possess and enjoy, the said hereby demised premises, during the said term, without any hinderance, molestation, or eviction of them the said "The Lehigh Coal and Navigation Company," or their successors, or of any person or persons whomsoever lawfully claiming or to claim, *of, from, or under them, or of or with their or any of their acts, means, consent or procurement.*

In witness whereof, "The Lehigh Coal and Navigation Company" aforesaid have caused their common or corporate Seal to be hereto affixed, attested by their President and Secretary, and the said party of the second part *have* hereunto set *their* hands and seals

By order of the Board of Managers of
"The Lehigh Coal and Navigation Company."

James Bowen
President.

E. Matter
Secretary.

Sealed and Delivered by

*John Moser &
Elias Moser*

IN THE PRESENCE OF

Nathan Patterson

Elias Moser



PENSION
OFFICE
JUN 10 1864

Lease.

The Lehigh Coal and Navigation Company

TO

John Moser

&
Elias Moser

Lot near
Panther Creek saw-mill

Lydia A Moser (late widow of Elias Moser, ^{de} now the wife of Joseph Moser) has permission to assign, the right and interest in the within Lease ^{and} property with the appurtenances of her said deceased husband unto Gideon Moser his heirs & assigns for the residue of the term within



Geo. Riddle

For the sum of Two hundred dollars to me in hand paid I do

hereby assign and set over to Gideon Moser all my right title interest and claim and also all the right title interest & claims of my late ^{de} husband (Elias Moser) to the within leased premises & the appurtenances thereto belonging & to his heirs & assigns for the residue of the term, ^{thus named} witness my hand & seal at Summit Hill this ^{twelfth} day of April 1871
witness present

Nathan Patterson

Lydia A Moser
Joseph Moser



D.

DECLARATION

FOR MOTHER'S OR FATHER'S APPLICATION FOR ARMY PENSION

State of Pennsylvania }
County of Schuylkill } SS.

On this eighth day of August, A. D. 1878, personally appeared before me the Clerk of the Quarter Sessions of the County of Schuylkill, Rebecca Moser, a resident of Coal Dale, in the County of Schuylkill and State of Pennsylvania, aged 72 years, who, being first duly sworn according to law, doth on her oath make the following declaration in order to obtain the benefits of the provisions made by the Act of Congress approved JULY 14, 1862, and its amendments: That she is the widow of Burghart Moser, a Mother of Aaron Moser, who was a Sergeant in Company E, commanded by Jacob D. Arner, in the 28th Regiment of Pennsylvania Volunteers, in the war of 1861, who died from wounds received in battle near Mill Spring, Ga. May 9, 1864.

She further declares that her said son, upon whom she was wholly or in part dependent for support, having left no widow or minor child under sixteen years of age surviving, declarant makes this application for a Pension under the above-mentioned act, and refers to the evidence filed herewith, and that in the proper department, to establish her claim.

She also declares that she has not, in any way, been engaged in, or aided or abetted, the rebellion in the United States; that she is not in the receipt of a pension under the 2d section of the act above-mentioned, or under any other act, nor has she again married since the death of her son, the said Aaron Moser.

My Post Office address is as follows: Coal Dale, Schuylkill Co., Pa.
And she hereby constitutes and appoints A. W. Fitzgerald, Attorney at Law, to present and prosecute this claim, and authorizes him to receive any receipt for any certificate that may be issued for the same, and to do any other act or thing necessary or that she might do if personally present, with full power of substitution and revocation, hereby countermanding all former authority that may have been given for the above specified purpose.

Declarant's Signature: Rebecca Moser
Also personally appeared Benjamin Polk and Jacob Christman, residents of (2) Schuylkill & Carbon Counties, persons whom I certify to be respectable and entitled to credit, and who, being by me duly sworn, say that they were present and saw her sign same (3) make her mark to the foregoing declaration; and they

further swear that they have every reason to believe, from the appearance of the applicant and their acquaintance with her... that she... is the identical person she... represents herself to be, and that they have no interest in the prosecution of this claim.

SIGNATURE OF WITNESSES:

Benjamin P. H.
Jacob Christman

Sworn to and subscribed before me this... 8th... day of... August... A. D. 1898;
and I hereby certify that I read the foregoing declaration to claimant and witnesses and acquainted them with its contents before signing, and that I have no interest, direct or indirect, in the prosecution of this claim.

Signature of Judge or other Officer:

O. A. Good Clerk Secy



NOTE.—(1) Here state the time, place, and cause of death.
(2) County, City, or Town.
(3) Or, make his or her mark, as the case may be.

Declaration



DECLARATION FOR MOTHER'S OR FATHER'S APPLICATION FOR ARMY PENSION.

ACT JULY 14, 1862.

Rebecca Maser
Mother of
Ann Maser
E. J. Maser

Received direct from Claimant.
W. W. FITZGERALD.

FILED BY
A. M. Fitzgerald
Washington D.C.

Printed and sold by H. Moore, 481 1/2 St. N. Washington, D. C.

575