

Exhibit "F" of Complaint

Agreement
bet.
Alston &
Jones &
Deep River
Nav. Co.

State of North Carolina
Whereas by an Act of the General Assembly of the State of North Carolina entitled An Act to improve the Cape Fear and Deep River above Fayetteville ratified 29 January 1849, the Cape Fear and Deep River Navigation Company was incorporated and by that name was made capable in law of purchasing and holding, selling and leasing and conveying estates real and personal so far as may be necessary for the purposes mentioned in said Act. Reference to the said Act is hereby made for greater certainty. And whereas the said Cape Fear and Deep River Navigation Company do intend and hereby agree with Alston Jones & his heirs and assigns to construct as a part of the improvement on Deep River in Cratham County a certain canal for Boat Navigation on the north side of said River commencing upon the lands of said Alston Jones in Cratham aforesaid, a little above said Alston Mill Dam and thence thence with said Alston Mill Canal and thence through said Alston land until said Boat Canal shall reach the River again below said Alston Mill and turning machine or until it shall reach the lands adjoining should the owners of said see fit and find it necessary to their works for improving the Navigation to extend the said Boat Canal beyond ^{said} Alston land.) And in order to make said Canal of use to said Company

they also intend and do hereby agree with said
 Alston Jones his heirs and assigns to erect at
 their expense a more substantial and permanent
 dam across the River at the place where said Alston
 Jones Mill dam or dams are now situated, the said
 Alston's dam having been heretofore included to said
 Canal and expressed, and the said Navigation
 Company on the one part and Alston Jones on the
 other part have mutually agreed upon the terms, con-
 ditions and limitations by which each party for
 themselves and their successors or heirs and assigns
 shall be bound in the premises hereby to avoid all
 controversy and to promote the interest of each other
 in the execution of this said agreement. Be
 it remembered that the Corporation and Dupuyer Navigation
 Company for themselves and their successors
 do hereby covenant promise and agree with Alston
 Jones and his heirs and assigns as follows to wit:
 "That they will cause to be built a dam across
 the river at the place where said dam now
 stands and situated in the premises and shall
 erect the same with its banks and necessary abutments
 as shown according to the plan and specification con-
 tained in writing by the said Navigation, the original
 of said plan being before the date of this deed upon the
 records of said Alston Jones and assigned to the
 a general description of which said dam shall be
 to be forty feet wide across the river and
 situate above the present site of said Alston
 Jones Mill dam, to run with or nearly along

with his present mill canal and thence to the line
 which divides said Weston's land from the lands
 of Robt. A. Smith, but for a more certain description
 the aforesaid report of the Engineer is hereby referred
 to as a part of this deed. That they, the said owners
 will erect maintain and keep in good order per-
 manent and substantial dam across Deep River
 upon the site of said former present Mill Dam, which
 he uses for the purposes of feeding his mill canal
 and the said new dam shall be erected maintain-
 ed with and secured so as effectually to feed and
 supply hereafter the said Weston's mill canal
 and so as not to injure the said house or his heirs
 or assigns in the use and enjoyment of the mills
 already erected and so as to give to said house &
 his heirs and assigns now and at times hereafter
 the exclusive use and enjoyment of such quantity
 of water and water power as may suffice to put in
 a mill with Hatchings wheels & a thrasher and
 Cotton gin & two pair of water wheels and two pair
 of Corn stones and Galtine works & other Ma-
 chine matters that quantity of water or water power
 shall be used in machinery now or hereafter to be
 erected beyond the line of said house or assigns at or
 near the site of said former present mill and
 the site of the thrasher or other water power the
 amount of and extent of the said dam agreement
 shall be as a part of the said Weston's land and
 his heirs or assigns that amount or quantity of

water come from the said canal which would be required for working at all times the machinery aforesaid & leave it discretionary with him or them to use it or apply it without or to machinery now in use or hereafter to be discovered, provided the quantity does not exceed what would now require to work the machinery herein described. It is to be severally mutually agreed by the parties aforesaid that so much of the water in the canal for the time being, as be indispensably necessary for the commerce or navigation may be furnished & applied to that purpose and that shall not be considered a diminution of the said canal & descent last mentioned during the period of such necessity. Should any such necessity arise without the neglect or default of the said Company.

And it is hereby further covenanted and agreed by the said Company and their successors with the said District for us and his heirs and assigns that for such a period of time as the said District shall in his heirs or assigns shall be impeded or disturbed in the full use of his water or in carrying down the same or in the operation or works of said canal or that in so far as the said Company or any of them shall be engaged in the enlargement of said canal and the erection of said dams and will the same be a good and sufficient to supply the necessary water and water power for the full use and enjoyment of the machinery &c at the

time in use with said mills &c they the said company will pay to said Miller or his heirs or assigns a reasonable sum of money sufficient to cover all his or their loss, and if the parties cannot agree upon the amount the same shall be assessed by referees chosen one by each party & a third by the said two referees, and the award of a majority of the referees so elected shall be binding, and the parties agree to perform and abide thereby.

Be it further known that the said Ebenezer & Deborah Combs and their successors on one part and Nelson Jones for himself & his heirs on the other part, have covenanted and agreed together and they do hereby covenant and agree with each other that at all times hereafter shall the water in & out the said mill on either of the parties or both the account or either from the Canal to be used as aforesaid, by the direction of the Town or Towne Council and be the authorized or by the direction of any other at any other point, except it shall be done by the written consent of both the parties to this Deed and use that all the water now or hereafter used in said Canal by reason of any hindrance or obstruction over and besides that mentioned which is hereafter reserved to Nelson Jones & his heirs and assigns and what may be used for lawful navigation as aforesaid shall be and remain the lawful property of said Nelson & his heirs & the said Combs in the portion of three

fourth to the said Alston & his heirs & assigns &
 one fourth to the said Company and their success-
 ors, the said Alston & his heirs however agree as pro-
 priators of the said ~~excess~~ to furnish without
 charge to the Company a site or sites to purchase
 or whenever and location of the excess of water or
 waters lower shall hereafter be sold to another
 or others, which site or sites shall be eligible &
 fit for the erection of machinery or mill, & it is
 that this is not to interfere with a full and en-
 tire enjoyment of the right already herein
 reserved to the said Alston & his heirs & assigns
 and the said Alston & his heirs agree that he will not
 sell any part of said excess of water or water
 lower without first asking the assent of
 said Company and if that be refused then it is
 mutually agreed by the parties that it shall be
 referred to arbitration chosen as before men-
 tioned in respect to damage and if the said
 arbitrators or any two of them shall adjudge the
 refusal unreasonable then the said Alston may
 sell notwithstanding the refusal accounting
 however to said Company for one fourth of the sum
 he may obtain from any purchaser or purchasers
 of said excess of water now or hereafter and the
 said Company and their successors in like manner
 covenant and agree with said Alston & his heirs &
 his heirs and assigns that they will not give sell
 or convey to any person whatsoever the right

or privilege of water or water power without the
 written consent of said Jones or his heirs or as-
 signs. And the said Navigation Company for them-
 selves and their successors do further covenant, prom-
 ise and agree with the said Jones his heirs and
 assigns that they will not at any time hereafter
 (nor have they heretofore agreed to) give or sell
 to any person or persons whatsoever the right or
 privilege to take or dam water for the purpose
 of running or harnessing any kind of machinery
 from the Canal aforesaid or from any lock or locks
 connected with said Canal whether the said locks
 be on the said Jones lands or below or above
 them and it is hereby expressly understood and
 agreed that a violation of this covenant shall
in no way release and discharge the said the said
 Jones and his heirs from all the other covenants
 in this deed and amend all and every right
 privilege & property by this deed before or here-
 after secured or intended to be secured to the said
 Company & their successors & permit both parties
 to their respective rights as they are or may be
 independent of this deed and as if no performance
 on either side shall avail at law or in Equity, in
 exchange, alter or modify the said parties rights as
 they respectively existed or would have been ac-
 cording to law independent of this or any other
 agreement.

In consideration of the Covenant aforesaid

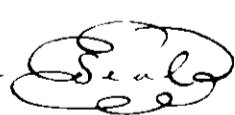
the said B. Jones for himself & his heirs & assigns
 doth hereby give, grant, bargain, sell and convey
 unto the Lake & Sea & Dock Navigation Company
 & their successors the right and privilege to cut,
 meet, keep, maintain & preserve a Canal as here
 in before described and for the purpose to cross
 and use seventy feet of land when it passes over
 the lands of said Aiston Jones so far as the same
 may be useful and necessary for the exercise
 of and all the duties and powers, said
 Navigation Company as declared by the Act of their
 incorporation of me said the said 70 feet of land
 to be laid off and ascertained as a line on the
 north side of said Canal and bounded with it
 thirty feet from the center and on a line on the south
 side bounded with it forty feet from the center
 And the said Aiston Jones for himself & his
 heirs for the consideration aforesaid doth hereby
 give, grant, bargain, sell & convey to the said
 Navigation Company and their successors or
 assigns the use & possession and enjoyment of
 one quarter of an acre of land at the bottom
 of the same aforesaid & at every other time to be laid
 off according to the convenience of the company
 for all and every of the purposes of said Naviga-
 tion Company as set forth in their said Statute
 But said Company are not at liberty to give
 lease, sell or in any manner convey said lands
 to another or others and if not used by the

Company or its officers or agents, or if any being
 used such use shall be discontinued, then the use
 and possession of said lands shall revert to said
 Jones or his heirs yet he shall in no case oblige
 himself to any purpose that is inconsistent
 with these covenants or with the privileges, rights
 and duties of said company as created by this deed
 and their charters aforesaid. And the said Alston
 Jones for himself his heirs & assigns and for the
 consideration of record doth hereby give, grant
 bargain, sell & convey to the said Navigation
 Company and their successors the right and
 privilege to cut and remove the necessary
 dunnage and abutments and embankments, &c.
 their own cost in the Islands in Dup. River above
 the present site of said Jones mill dam for the
 lawful use of said Navigation Company, pro-
 vided all the other matters herein agreed to
 be so said Company are faithfully performed
 on their part & provided the said works on the
 Islands are not erected in a manner to do
 injury to said Alston Jones his heirs and
 assigns, being then or to effect any injury
 to the interests of any person stipulated
 for.

And the said Cape Fear and Dup. River Nav-
 igation Company for themselves and their suc-
 cessors do hereby covenant and agree with
 the said Alston Jones his heirs and assigns

that if any other works by said Company erected or done upon Deep River or near it & particularly if any dam or dams which may be erected below said Alston Jones Mill &c shall prove injurious to said Alston Jones or his heirs or to his mill property and lands in any manner not hereby expressly agreed to, then this deed shall not be considered as a release or bar of any kind to his or their lawful demand for the same or for any be done. And the parties do mutually agree to execute upon demand and further deed of conveyance which may be thought necessary & whosoever for carrying their agreement aforesaid into full effect according to their true spirit and meaning.

In Testimony of all which, the said Alston Jones hath hereunto set his hand and seal and the said Cape Fear and Deep River Navigation Company have hereunto attached their corporate seal and caused the signature of their President to be signed hereto this 10th June 1851

S. McClanahan 
President

Alston A Jones 

Signed sealed & delivered
in presence of
H. Beverhout Thompson.

State of North Carolina } Court of Pleas and Quarter
 Chatham County } Sessions February Term 1860
 The within Deed is this day produced in open
 Court & it is proved by the oath & examination
 of J. J. Jackson that W. Beverhout Thompson
 the subscribing witness thereto has removed
 out of the state, and it is also proved by
 the oath and examination of J. J. Jackson that
 he is acquainted with the hand writing of the
 said W. Beverhout Thompson, having often seen
 him write and that the name of the said W.
 Beverhout Thompson subscribed as a witness to
 the said Deed is in the proper hand writing
 of the said W. Beverhout Thompson.
 Ordered that it be registered.

North Carolina } Register Office
 Chatham County } Pittsburg Apr. 19th 892
 J. H. Hatch Reg. of Deeds, for said County
 hereby certifies the foregoing to be a true copy
 of an agreement between Nelson A. Jones
 & Cape Fear & Deep River Nav. Com. as of
 Record Book A. D. pages 271. 272. 273 & 274
 W. H. Hatch
 Reg. of Deeds.

COPY of Agreement
between
Alston A. Jones &
Coke, Lewis & Dech. River
Navigation Company

CHAUTAUQUA COUNTY NY HISTORICAL SOCIETY 2013