

Dated 4th May 1872

R Gully Bennet Esq

and John Fincher Frist

----- to -----

Mr. John Williams

Counterpart

~~S~~ett of the Tolgarrack
otherwise Tuckingmill
Stream Works

Term 21 years determinable
as within

Rent £40

Dues in money 1/8th

PD135

This Indenture

made the fourth day
of May one thousand
eight hundred and seventy two **Between**—
T and I ^{of No. 18 The Crescent Plymouth in Devonshire Esquire}
Richard Gully Bennet of Tresillian in Cornwall
Esquire (who together with their heirs and assignees
hereinafter occasionally referred to in the singular—
number as "Grantor") of the one part and *John Williams*
of Tolgarrack House near Tuckingmill in the parish of—
Camborne in the said County Tin Streamer (who together
with his Executors Administrators and assigns is—
occasionally hereinafter referred to as "Miner") of the

other part **Witnessing** that in consideration of
the covenants and conditions hereinafter contained They
the said ^{and John Fincher Trist Do and each of them} Richard Gully Bennet Both hereby grant and
demise unto the said Miner [△] First exclusive liberty
leave and license to search for bring to grass and there
make merchantable and thence for their own use to
carry away and dispose of all Tin ores Tin leavings and
slimes which may be above the level of the adit of
North Roskear Mine on or within the hereditaments
herinafter particularly described and elsewhere
throughout these presents referred to as "Limits"
that is to say All that part of the Tenement of
Roskear in the parish of Camborne adjacent to
the Red River which is delineated and distinguished
by a Red outline on the map or plan hereupon
endorsed Together with the right (so far as the said
Richard Gully Bennet ^{and John Fincher Trist} hath power to grant the same)
to work over and search for Tin in and extract the
same from the water of the said Red River And also
with all the stamps buddles frames and machinery
now on the said hereditaments All which hereditaments
and right stamps buddles frames and machinery are now
known as Tuckingmill otherwise Tolgarrack stream works
And secondly liberty leave and license for the purposes
aforesaid and within the said limits to drive and sink all
workings proper to the working of slime or leavings and
to erect all buildings Engines machinery proper so the
workings of slimes and leavings and to use all roads
now being or hereafter with the consent of the said Grantor

to be made on or to the said Limits Excepting—
and reserving unto the said Grantor liberty to use
~~or to grant to any other persons the right to use~~
or to grant to any other persons the right to use any
adits being or to be within the said limits and to
enlarge and continue or drive the same through the
same limits from or into any other lands and to use
any workings and machinery belonging to the said
Miner and there being convenient for the purpose—
and to sink and make any shafts or other workings
proper for such said purposes Doing nevertheless no
direct injury to the said limits and not obstructing
the working thereof in any manner and making to the
said Miner such compensation for the use of their
said workings and machinery as shall be—
determined (if necessary) by arbitration **To have**
and to hold the said liberties leave and license
unto the said Miner henceforth for the term of
twenty one years subject nevertheless to the—
provisions hereninafter contained The said Miner
Yielding and paying therefore yearly—
to the said Grantor during the said term the
rent of forty pounds by equal half yearly payments
on Midsummer day and Christmas day in every year
the first payment to be made on the midsummers day
now next ensuing But so nevertheless that the said
Miner shall be at liberty to deduct from the dues
hereinafter reserved the said Rent or so much thereof
as the amount of such dues will permit it being the
intention of the parties hereto in reserving such rent
to secure to the said Grantor the certain annual payment
either from rent or Dues of forty pounds at the least
And also **Yielding** and paying unto the
said Grantor during the said term one full eight
part of all such monies as all tin and tin ore to be found
and worked by the said Miner within the said limits

shall actually be sold or be contracted to be sold for the same having been first properly dressed and made merchantable and fit for the smelting furnace at the expense of the said miner and the payments aforesaid to be respectively made without any deduction whatsoever within two calendar months after the respective sales aforesaid whether the said miner shall be then in receipt of the proceeds of such sales or otherwise **Provided always** and it is hereby agreed and declared by and between the said parties hereto for themselves respectively and their several and respective heirs executors and administrators And the said John Williams for himself his heirs executors and administrators doth hereby covenant with the said Grantor in manner following that is to say—

— That the said miner shall henceforth during the term hereby granted vigorously and with sufficient and proper buildings workings machinery material and other power provide and continuously work for Tin ore slimes and leavings within the said limits—

— That in exercising the License hereby granted the said miner shall do as little damage as possible to the surface of the said Limits—

— That the said miner shall not work either above or below the surface from the said limits into any other adjoining hereditaments nor from any adjoining hereditaments into the said limits without the consent of the said Grantor first obtained And shall not mix or sample any of the said ores slimes or leavings with those raised in any other lands without consent first obtained —

— That the said Grantor shall be at liberty when and so often as he shall think fit to inspect or to authorise the inspection by any other person of the said limits for such purpose availing himself and themselves at the cost of the said miner of all machinery on the said limits for the time being and at the like costs being as tended throughout every such inspection by the managing agent of the said works or by such other person in the employ of the said miner as may be most competent to aid him or them therein —

— That the said miner shall keep in the Count house

or other office of the said worker proper books and herein or in some or one of them or otherwise proper accounts in writing of all the ores slimes and leavings which he shall work and of all sales thereof with the particulars of price quantities time and place of which sales respectively and of the names of purchasers thereof respectively and also proper written accounts of the receipt and expenditure of the said works and accurate and complete Lists in writing of the names and interests of the several partners or shareholders for the time being therein if there shall be more than one person interested therein and shall at all time permit the said Grantor or his agent to inspect the said Books accounts and Lists respectively————

That the said miner shall not during the term assign underlet or part with the actual Lesseeship in himself of the liberties leave and license hereby granted in the whole or any portion of the said limits without the consent of the said Grantor first obtained————

That the said miner shall during the said term at his own expense keep all machinery pits and other workings which might if unprotected be in any manner dangerous to man or beast well and sufficiently fenced off or otherwise guarded and shall also at his own like expense keep in repair and in proper order all the pits stamps frames buddles and other machinery and workings within the said limits and all buildings roofs brickwork house fixtures and erections whatsoever thereto belonging (wooden sheds only excepted) and shall likewise at the expiration or other determination of the said term lease the same (including all stamps frames, buddles, machinery, roofs whether of slate or timber, beams, floors, slacks and flues brickwork and house fixtures of every description) so properly fenced and guarded and in such repair and proper order respectively as is herein before mentioned _____

That on the said expiration or other determination of the said term the whole of the stock and machinery of the said miner or the said hereditaments and premises (not including herein any stone work brickwork or roofs whether of slate or like shall be valued by referees and if need be their umpire appointed and who shall act in compliant

with the provisions of the Common Law Procedure Act 1854
And the value thereof in excess of Three hundred pounds shall
be paid by the said Grantor to the said miner. _____

That the said miner shall duly pay the said annual
rent of Forty pounds at the times and in manner and forms
aforesaid. _____

That the said miner shall at his own costs without delay
make merchantable and prepare for sale and once month least in
every two calendar months proceed to sell all the said ores slimes
and leavings for the best current prices that can be obtained or
the same and in the manner ordinarily adopted for minerals
of a like nature in the said neighbourhood or district and shall
give to the said Grantor or his agent seven clear days notice of
every such sale and of the particulars of quantity weight and
description of the several lots of ores slimes or leavings which it
is intended to sell at the time in such notice specified and shall
if required permit the said Grantor or his agent at anytime
before such sale to take samples of the several lots of ores slimes or
leavings intended to be sold for the purpose of testing the value
and price of the same shall also (so far as he had Poirier so
to do) permit the said Grantor or his agent to be present at every
such sale and shall within two calendar months from the day
of such sale pay to the said Grantor the said dues in manner
hereinbefore expressed without any deduction whatsoever

That the said miner shall during the said term pay all
rates taxes and assessments whatsoever which now are or
hereafter may be payable in respect of a charged or assessed or the said
Limits or on the said Grantor or the said miner in respect thereof
or of the said rent or of the said dues The Grantors property tax
only excepted. _____

That in case the said rent hereby reserved or the said
dues or any part or parts thereof respectively shall at any
time or times be in arrear or unpaid for the space of twenty
one days after the same shall respectively become payable
as aforesaid Then and as often as either of such cases
respectively shall happen it shall be lawful for the said
Grantor to enter upon the said limits and there to distrain
all or any of the machinery ores then wrought or partly
wrought tools materials or other chattels or effects of the
said miner and to manage sell and dispose of any

distress so taken in all respects as a distress for rent in arrear to intent that thereby or otherwise the said monies so the in arrear and payable as aforesaid and all costs and expenses occasioned by any such distress or otherwise howsoever by the non-payment of the dues or monies so in arrear and payable as aforesaid may be fully paid and satisfied. _____

— That in case the said rent or dues or either of them or any part thereof respectively shall at any time be unpaid respectively for the space of two calendar months after the same shall fail to observe and perform all or any or either of the covenants clauses and provisions herein contained Then and either of such cases and notwithstanding the waver of any former right to act upon this clause it shall be lawful for the said Grantor by any deed by him duly executed to determine these presents and to give to the said miner notice of his having so done and in such cases upon the delivery the said miner of such Notice these presents and every liberty leave and licence hereby granted and every matter clause and thing herein contained shall absolutely cease and determine _____

That its shall be lawful for the said Grantor or for the said miner to give notice to the other of them of their wish and intention to put and end to these presents at the end of the first fourteen years of the said term and in such case upon the expiration of six calendar months from the delivery of such notice and of the said fourteenth year of the term hereby granted these presents and every liberty leave and license hereby granted and the term hereby granted and every matter clause and thing herein contained shall cease and absolutely determine

That all notices consents demands and other things of a like nature be given in pursuance hereof by the said Grantor or the said miner to the other of them shall be and be delivered only in manner and form following that is to say. Those given by the said Grantor shall be in writing signed by himself or his solicitor steward or agent for the time being and shall be delivered to the said

Miner or to his Captain secretary Purser or managing agent for the time being personally or by being left at his last known residence or being sent to him through the General Post under cover addressed to him at his last known residence or shall be stuck up in some conspicuous part of the said limits And those given by the said miner shall be in writing authenticated by the signature of himself or of his secretary Purser or managing agent for the time being and shall be delivered to the said Grantor either personally or by being left with his known solicitor or steward

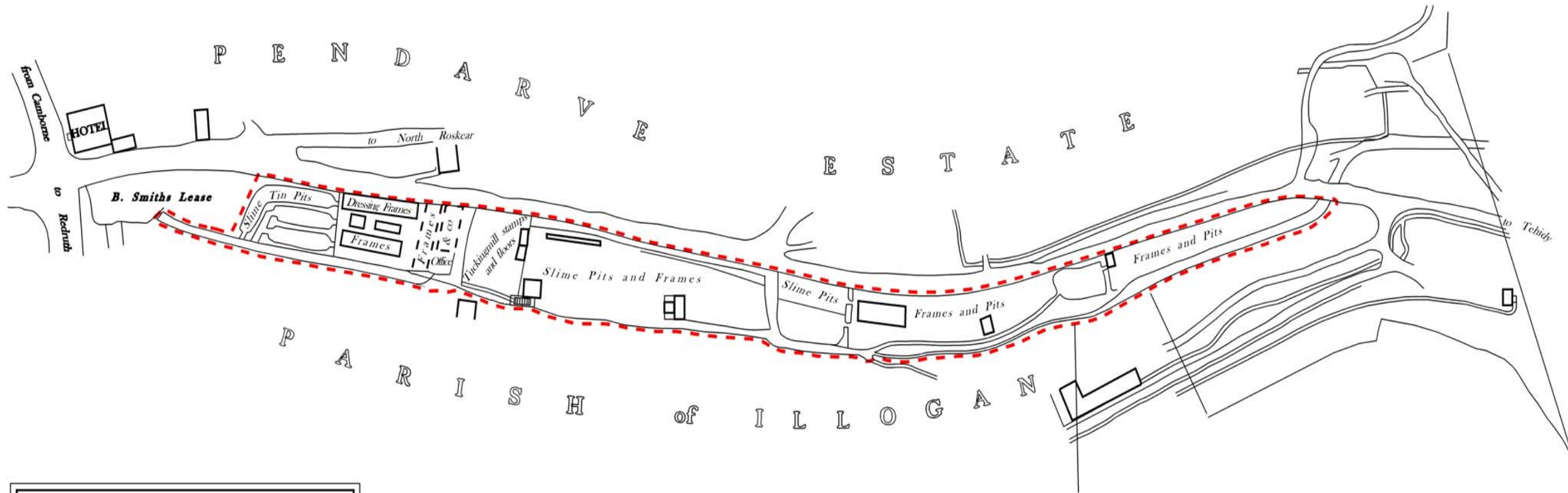
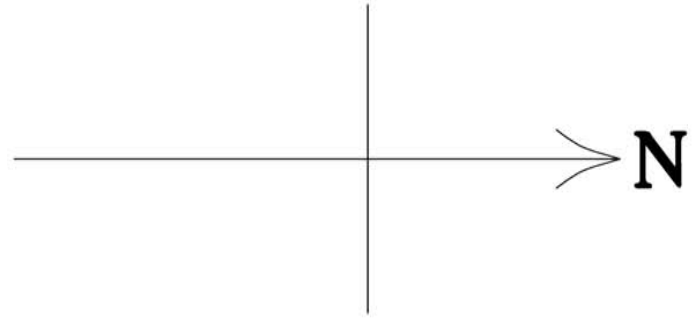
— That all remedies and rights by the sett hereinto given reserved to the said Grantor shall be and are intended to be cumulative on and not for substitution for each other

— In Witness where of the parties aforesaid to these presents their hands and seals have set the day and year first above written

Signed sealed and delivered
by the above named John
Williams in the presence of

John Williams

Thos Marsh ????
Sol^r Penzance



Scale 16 fathoms to an Inch →

Red Line Shows the Boundary

Tolgarrack Tin Stream, Tuckingmill 1872

Plan Taken from the Indenture for John WILLIAMS taking out a 21 year lease for the workings dated 4th May 1872