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WILLIAM MILLETT THOMAS, COMPANY PROMOTER.

by Justin Brooke

Bearing in mind the reasons which brought William Millett Thomas (1786-1856) into the public eye, it is remarkable that so little has gone into print on his life and activities as the only native Cornish mining company promoter and as the only man who successfully called the bluff of the Stannary Court. He was born in St Austell, the eldest son of William Thomas and his wife Elizabeth, nee Dingle, and was baptised on 19th May 1788. A blot of ink on the register obscured part of his second name, which may have been the maiden name of his paternal grandmother.¹ The link with the Millett family has yet to be established.

As yet, no details of his early life have been found, but in 1816 he married Eliza Courtis, daughter of Richard Courtis and his wife Francesca, nee de Vincenti, of Landazar Farm, St Cleet. The couple's movements around the county can be traced by the birthplaces of some of their children. In January 1820 Frances Eliza Millett Thomas, their second child, was born at Landazar.² Courtis Millett Thomas was born on 7th November 1821 at Coxhead Cottage, Truro, and William Millett Thomas junior on 3rd August 1823 at Trevellas, St Agnes. Georgiana Millett Thomas was born in January 1826 at Killiow, Kea, the residence of her uncle Stephen, and Campbell Millett Thomas was also born there in March 1828.³ The youngest of the ten children, Walter McClure Millett Thomas, was born at Polgwynne, Feock, on 7th December 1839.⁴ His father had bought this 71 acre farm from his friend Edmund Turner, banker and later M.P. for Truro, who had previously lived there himself.

It is surely coincidental that in 1829 a 150-acre farm called Killiow, in Cornelly, was occupied by one W. Thomas, and perhaps less so that in Crowan there were mines called Curtis or Courtis (or Drym) and Millett (or Kuskewes), the latter on a farm which had been many years in the Millett family.⁵ If Thomas's apparent life-style is any guide, it shows that he was distinctly middle-class and came from among the lesser landed gentry. This is shown by his use of the title Esquire, which in those days implied, among other things, the ownership of land, a measure of wealth, and a resultant respectability. How he became interested in promoting companies has yet to be discovered, but he may have been inspired by his younger brother Stephen. It is likely that his interest in making money out of mining arose during the slump which followed the Napoleonic Wars. Between about 1815 and 1820 it became generally realised that, with the tendency of small mines to merge to become larger ones, and the increasing depths being worked, Cornwall on its own could no longer generate all the money it needed for its mines. The only way to get enough of it was to bring it in from elsewhere, not only from the City of London but also from the prosperous northern cities. So Thomas set himself up as the channel through which the money passed. He may also have acted as trustee for the leases of the mines in which he was interested, for this would enable him to retain an interest in them if operations were suddenly stopped. Having put the mines to work on a small scale, he found that there was much to be made in selling them to companies he himself had formed to continue their working. If he had only charged those companies for the cost of acquiring the

mines and setting them to work, all would have been well. But he charged very much more. Such purchase considerations, known later in the century as promotion money, when excessive (as in Thomas's case) were referred to as "plunder".⁶ His choice of mines shows but a modicum of knowledge about the industry, though, as he was Cornish, he was not unceremoniously "stuffed" with worthless properties, as were the companies formed outside Cornwall during the company promotion boom of 1825-26 and the 1830s.⁷

In the early 1820s the Cornish system of working mines was by partnerships in transferable shares, without limit to the number of partners. This system was later known as the cost-book system and was disliked by the London share-dealers for a number of reasons, notably the unlimited liability and the small number of shares, almost invariably held very tightly by local interests, and never enough in number to make a market should the need arise. Furthermore, as the Stock Exchange did not allow its members to deal in partly paid-shares - such as shares in Cornish partnerships, which were never fully-paid - dealings in them were in the hands of a small number of non-members known as outside brokers, many of whom were Cornish.⁸ So Thomas made use of the vehicle, well understood in City circles and beyond, the Joint-Stock (hyphenated) Company, which formed under a series of Acts going back many years, and which should not be confused with Joint Stock (no hyphen) Companies formed under the Companies Acts of 1856 and subsequent years, which had limited liability. Joint-Stock Companies were relatively new to Cornwall at the time Thomas started work, the earliest one formed to work a Cornish mine which the writer has come across dating only from 1813.⁹ The amount which could be called up on each share was limited, which may have given the holder a feeling that his liability was also limited, but this was not the case when it came to a liquidation, when the debit balance was divided among the shareholders just as it would have been divided among the adventurers in a cost-book company similarly situated. Unlike cost-book companies, joint-stock companies issued share certificates. In the 1820s, the practice grew up of making the certificates to bearer, and, as these had virtually the same status as subscription receipts issued by a bank or financial agent pending the issue of certificates, the companies were referred to as scrip companies.¹⁰

Thomas began acquiring the leases of mines in the Helston area in 1821 or 1822, and set them to work one by one. They attracted little attention in the local papers as he did not seek publicity, but they certainly included Wheal Rib (Breage), Wheal Sithney (Sithney) and Wheal Unity (Porthleven), all of which were under the management of Captain Edward Thomas of Breage. In Wheal Unity, Thomas may have first acquired the three-quarter interest in it, which was advertised for sale in September 1822 after the mine had been at work for three years. Wheal Sithney, lying in the southern part of what was later worked as Wheal Sithney and Carnmeal, had the easterly continuations of the southern and poorer lodes of the neighbouring (Great) Wheal Fortune.¹¹ In 1864 it was noted that about thirty-five years earlier the late M. (probably a misprint for Mr) W.M. Thomas erected an engine, anvil-house, smithy and other houses, but proceeded no further. In 1884, it was again noted that Thomas had set the mine to work.¹²

In 1822 or 1823, Thomas turned his attention to Goonhilly Downs in Grade Ruan, and to a site which is one of the most remote mining sites in the county. A mile west by south of Croft Pascoe Pool and over a mile east by north of Erisey, it was given the name of South Wheal Treasure, later referred to as South Treasury and as Wheal Treasury. It first came to light in November 1823, when it was reported to be one of several mines near Helston under William Millett Thomas's superintendence. A remarkably neat steam engine by Mr Gray had recently been erected, the first ever worked in the extensive district south of Helston. Locally known as Mine Valley and referred to as Mine Waters in the Geological Memoirs, an easy approach can be made by the track from Dry Tree. The surface remains were still considerable when visited and recorded by the late Dr A.K. Hamilton Jenkin in 1951 and 1953 and by the present writer in 1967 and 1991. Two open cuts at right angles to one another, about 40 and 50 yards long, were still evident, as were the serpentine walls of a large building which may have been intended for a dressing-shed, and the lower few feet of the walls of an engine house and the foundations of the stack. There were traces of native copper on the dumps.¹³

Having obtained the leases of 17 mines and set six of them to work, Thomas proceeded to form the British United Mines Company in the spring of 1824, with a view to taking them over and working them. The company was one of the earliest holding companies, a form of commercial organisation which held and managed several complete mines at once, and of which several were formed in the 1820s. They became so notorious that this form of management activity did not find favour again in Cornwall until the end of the century, though now industrial holding companies are a common feature of the investment scene.¹⁴ The directors were Henry Thomas Colebrooke Esq., F.R.S., Daniel Moore Esq., F.R.S., George Moore Esq., John Parkes jun. Esq., Thomas Pitt Esq., Col. John Henry Tilson, and William Pitter Woodhouse Esq. The bankers were Messrs Bosanquet, Pitt, Anderson and Franks, of Lombard Street, E.C., and the secretary and engineer was John Millington Esq., of 36 Bloomsbury Square, W., who resigned in 1826 and who was replaced by James Daniell, who had been employed as a clerk by the company. William Millett Thomas Esq. was manager in Cornwall.

The capital was 1,000 £100 shares, which were offered in July 1824 for a deposit of £2 and a call of £8 on signing the Deed of Settlement, that is on allotment of the shares. Further calls were limited to £10 per share at a time. Bearing in mind that money was then worth about 35 times what it is today (1992), the shares were clearly not for the small man. A report by the chairman and directors, dated July 1825, showed that the six working mines were Polberro Consols (St Agnes), Lamin and Busparva (Gwinear), Wheal Unity (Porthleven), New Dolcouth (Camborne), Vor Consols (Chacewater), and Wheal Rib (Breage). "*These mines have all a very promising appearance*", the report continued, "*but no important returns can be expected from them until their several engines go to work to drain them of water*".¹⁵ At present only Lamin and Busparva had an engine, and this was the only mine making regular returns and sales of copper ore. Its sales enabled the directors to propose to pay a dividend of 5% on the money subscribed for the period ending 30th June 1825. Polberro and Vor Consols were producing tin from above adit, and Wheal Rib was to be worked with a waterwheel.¹⁶

The eleven mines not at work were Wheal Fanny (Illogan), Kellewerris (Kea), Wheal Penrose (Porthleven), Great Wheal Prosper (Kea), Reeth Consols (Towednack), Wheal Rose (Porthleven), Wheal Sithney (Sithney), South Wheal Treasure (Grade Ruan), Tregajorran (Illogan), West Tresavean (Illogan) and one other yet to be identified but possibly Wheal Prosper (Gwithian). Fanny and Tregajorran, adjoining one another, later formed the nucleus of the highly-successful Carn Brea Mines; New Dolcouth was stopped in 1826 or 1827, and the parent went into liquidation about 1827 or 1829, after spending some £60,000. The Mining Journal later suspected that the 5% dividend had been paid out of capital and, in the absence of detailed accounts, this seems probable as the company was in debt for most of its life.¹⁷

It seems likely that Thomas laid the foundations of his fortune on the wreckage of the British United Company, for he acquired some of its leases and subsequently put some of the mines to work. His ignorance of the bounding customs, however, lost him his interest in Polberro Consols, as noted later. After the liquidation of the British United Company he appears to have laid low, for we hear nothing of him until 1835, when he began promoting companies and indulging in activities which got him into trouble with the law. In connection with his prospectuses it is worthy of note that they did not conform to a single pattern: some were brief, some very long, one included a list of Cornish subscribers, some contained numerous reports by mining people, others the reason for the previous closure. The only feature common to them all was the exaggerated claims for the mines it was intended to work.

As the prospecting and company promotion boom of the early 1830s gathered pace, Thomas floated his next company, Kellewerris Consols Mining Company. It took its name from the alleged Manor of Kellewerris, a farm in Kea on which it stood, and its directors were John Buckingham Esq. of Truro and W. Millett Thomas Esq. and John Waller Esq. of London, with power to add two to their number. The secretary was Henry Tribe, of 55 Old Broad Street, E.C., the London bankers were Sir John Lubbock, Bart. & Co., and in Truro the bankers were Wilyams & Co., known as The Miners' Bank. The company's capital was 12,000 £5 bearer shares, which were offered for sale in March 1835 for a deposit of £1 per share, further calls being at one month's notice and limited to £1 per share. A director's qualification was 100 shares, and general meetings were to be held in March each year. There was no reference to voting rights. Of the total capital, 2,000 shares had already been subscribed for in Cornwall when the prospectus appeared.

The share offer was supported by several reports, including one from J. Gray, engineer, London, who had witnessed "*the selection and carrying on of various mines in Cornwall by and under the sole management of Mr W.M. Thomas*", and who ventured to add his "*humble testimony*" to the skill, prudence and economy displayed throughout by that gentleman, for whom he had erected the engine on South Wheal Treasure. Another report was from T.F. Hornblower of Chacewater, the manager of the mine, which he stated was "*in the vicinity of a well-known mining district, fertile in minerals*", and on the continuation of the lodes of North Downs and Hale Beagle (later Hallenbeagle) mines.¹⁸

Reports on the working of the mine show that it was one formerly worked as Wheal Daniell, whose adit was 26 fms from surface and whose position corresponds with that given for Kellewerris. In the adjoining Carn Hot Mine, sometimes confused with Kellewerris, the adit was only at ten fathoms. In the cause of Ferris v Thomas, noted below, the Vice-Warden's Court granted a decree for the sale of the mine to settle a debt of £1,627 1s. The auction took place in February 1840, and the equipment on offer included a 58 inch steam-engine and two water-wheels. In July it was found that the sale had produced £1,122 after expenses, and this later turned out to be sufficient for a dividend of 7s 4d in the pound; and an Order was made for the company to be wound up.¹⁹

Hot on the heels of Kellewerris came the West Tresavean Mining Company, formed to work an old mine in Chycarne Moor in the southern part of Camborne Parish, west of Bolenowe Carn Moor. The company had the same board, bankers and secretary as Kellewerris. The capital was also 12,000 £5 bearer shares, and these were offered for a deposit of £1 per share in April 1835, with further calls at a month's notice not exceeding £1 per share. A director's qualification was 200 shares, and here again there was no reference to voting rights. "*All the concerns of the company*" were to be "*carried on for ready money*". The prospectus added that "*the principle upon which this company is founded is that of a sincere regard for the immediate interests of the proprietors as well as of the ultimate success of the mines, by selecting such as may to a moral certainty be depended on, though it is to be feared that many recent undertakings of this nature have but little of this principle in their constitution*". The mine was situated some two miles west of Tresavean Mine (Gwennap) and, while admitting this fact, it was claimed that it was in the vicinity of that celebrated mine and of Penstruthal and South Bassett Mines, in Gwennap and Illogan parishes respectively, but both over a mile away.²⁰

In the cause of Baynard and others v Thomas, the Vice-Warden's Court called for proofs of debts against the company in March 1839, an essential preliminary to the liquidation of an insolvent concern. In August, the Court received and confirmed the Registrar's report and made an order to wind up the company.²¹

Thomas was not without his critics. One of these was Henry English (1803-55) a Liveryman of the City of London and founder and editor of the weekly Mining Journal, the world's oldest English language technical journal, born 29th August 1835 and still going strong. English did not trust scrip companies, even though they formed the majority of the shares in the Journal's weekly list. Right from its first number the Journal was critical of Thomas's companies. Of West Tresavean it remarked that the mine was "*situated two miles to the west of the great Tresavean Mine, which has been paying for the last five years about £640 per annum on each £100 share*". Such formed a portion well set out in a Dublin paper, after having gone the round of the provincial press, the Journal continued, adding that "*we might as well consider, because we lived next door to the Mansion House, that we were only one remove from the mayoralty, as to conceive that because the title of the mine was correspondent with that of one of the most productive in the country, or that its location was only 1,760 fathoms distant, that then we should expect equal benefits*".

Lower down the same column was a note headed Mining and Undermining: “*To the former are our columns devoted, to the latter is our attention directed. 3,000 guineas is a tempting offer; we have named the figures, we will not name the man. It is not our wish to deal harshly with individuals, but when we find all regard to honesty of principle is neglected, consulting private interest, we shall not hesitate with an unsparing hand, to expose conduct, which while it reflects discredit on the parties, is at the same time detrimental to the mining interest*”. This was followed by a few column inches of other material. Then came: “*Kellewerris. Desirable investment*”. *Such is the heading of an advertisement in the Morning Register, published in Dublin; Prospectuses, Reports, and shares, to be had on application. We must confess we little thought on taking up an Irish paper, to find that the Dublin Capitalist was invited to embark in Cornish Mines. That is too bad, to offer our Irish friends that which has been rejected at home*”.²²

Three months later the Journal remarked: *Kellewerris and West Tresavean. We have seen Liverpool letters, and we have received others (to our cost). There is a ‘game’ going on; the least said the better*.²³ In November 1837 it reprinted a poem from the Royal Cornwall Gazette, dedicated to William Millett Thomas Esq.²⁴

The next company was South Towan, Rose Ann and Wheal Lydia Consolidated Copper and Tin Mines, which was formed towards the end of 1835 to work a group of small mines in the Porthtowan valley, lying astride the boundary between Illogan and St Agnes, South Towan being acquired as a going concern. Headed by Thomas, the board included Thomas Baker May and Alexander Taylor, with Henry Tribe as agent at 19 Austin Friars, E.C. The secretary, who was not named, had an office at 156 Regent Street, W., and other agents for the sale of shares were James Buckland of Barnet and Henry Lucas, a Liverpool share-broker. The London bank was Stone, Martin & Stone, of Lombard Street, E.C.; in Liverpool there was an account at the Northern and Central Bank of England, and in Cornwall Willyams & Co. of Truro did the honours.²⁵

The capital was 16,000 £4 bearer shares, which were offered for a deposit of £2 per share in June 1836. At this time South Towan was being worked with a water-wheel and a 40 inch steam-engine, and all the requisite buildings were completed. The mine was drained to the bottom, or 64 fm, level, where a cross-cut was being driven towards a lode, and the mine was making regular returns of copper ore. No further calls were expected to be needed beyond the application money. However, the flotation was unsuccessful, and in April 1837 it was announced that deposits were to be returned, with six months’ interest at a rate not stated, owing to the cancellation of the purchase agreement. Then, with the same directors but now with an office in Wincanton, Somerset, South Towan, Wheal Lydia and Rose Ann Consolidated Mines was formed in the spring of 1837 to work the mines in the title. The treasurer was John Clitsome Musgrave of Wincanton, the secretary was William George Sheringham of Truro, the purser was William Kite, and the manager from 1837 to 1840 was Captain Sampson Trevethan. The new company can best be described as a composite concern, since three-quarters of its capital was represented by 64 cost-book shares and one-quarter was represented by 3,200 scrip shares, whose nominal value was not given. Subscribers

in the old South Towan company were also given the opportunity to exchange their scrip shares for scrips in the new company. Dividends of 5 shillings per scrip share were declared in March and November 1838, payable on application to J.C. Musgrove. Somehow the mine was not referred to in Thomas's 1839 libel suit, but in June 1840 its debts amounted to £5,600, by which time £87 10s had been called upon the cost-book shares and £1 15s on the scrip shares, a total of £9,100 if all the shares had been issued and all the calls paid. How much of this sum represented the purchase consideration was not stated. Operations ceased at about this time and the company was wound up in the Vice-Warden's Court.²⁶

The British Silver-Lead and Copper Mining Company was Thomas's next flotation. It was formed in January 1836 to reopen Wheal Unity at Torleaven in Porthleven, now covered by a housing estate, and the nearby Wheal Penrose. Its directors were Thomas, John Waller, and Edward Suter of London, with power to add two directors for Liverpool and Manchester. Henry Tribe was secretary, and his London office was at 55 Old Broad Street, E.C. Henry Lucas was the agent for Liverpool, Manchester and Preston. The London bankers were Sir John Lubbock, Bart. & Co., and in Liverpool the Northern and Central Bank of England. The Truro bank was Wilyams & Co. Additionally, a "*Cashier or Purser at the mines*" was appointed. He was Philip Vyvyan Robinson Esq., of Nansloe, Helston.²⁷

The capital was 12,000 £10 bearer shares, which were offered for a deposit of £2 per share and further calls not exceeding £1 per share. Two hundred shares were a director's qualification, and voting was one vote for five to nine shares, two votes for 10 to 19 shares, three votes for 20 to 49 shares, four votes for 50 to 99 shares, five votes for 100 to 199 shares, and a maximum of six votes for holdings of 200 shares and upwards.²⁸ The regulations contained the proviso for all contracts for purchases to be for ready money to protect shareholders, as in the other companies. Annual meetings were to be held in April in London and Liverpool, starting in 1837.

The prospectus averred that "*It may be asserted, without hesitation, that these mines will prove as abundant and profitable for silver-lead and copper, as any in the west of England, being upwards of 1,000 fathoms in length and 470 fathoms in breadth, with twelve shafts ready for working*". It was intended to erect two pumping engines, of 56 inches and 40 inches cylinder, as well as a grinding engine and a steam whim. The mine was claimed to have the Wheal Public and Trevorvas copper lodes, the last named being the continuation, one supposes, of the lode in Trewavas Mine (Breage), "*now realising a large profit*", which lay some two miles to the west-north-west. The directors were to hold the leases of the mines as trustee for the company.²⁹

Control of the company was wrested from Thomas and his henchmen in 1838 by a group of Liverpool shareholders. Operations came to an end in December 1842, always at a loss, and in 1843 Robert Crosbie and 45 other shareholders sued P.V. Robinson, whom they accused of producing inaccurate accounts and of withholding money due to them.³⁰

WILLIAM MILLETT THOMAS, COMPANY PROMOTER

In the spring of 1836 Thomas formed the Great Wheal Prosper Copper Mining Company, with a view to reopening a little copper mine, formerly known as Wheal Prosper, which lay on the east side of the valley running down from Chacewater to Twelveheads. The board was comprised of “*W. Millett Thomas Esq., London*”, who placed his name first on the list, plus John Waller, John Buckingham and J.C. Musgrave, whom we have met before, and Samuel Hews Esq. The London secretary was Henry Tribe, of 19 Austin Friars, E.C. Lucas, now of 174 Dale Street Liverpool, was the agent for Liverpool, Manchester and Preston. In London the bank account was held at Sir John Lubbock, Bart. & Co., in Liverpool at the Northern and Central Bank of England, and in Truro at Willyams & Co.

The capital was 16,000 £5 bearer shares, which were offered in April 1836 for a deposit of £1, “*£4,000 of which are already subscribed for in Cornwall*”. Whether this refers to shares or money is a mystery; what is certain is that the shares were in certificates of five, and that 200 was the qualification for a director. The prospectus claimed that 11 private persons and 33 mining captains had already subscribed for shares, and noted that the holder of five to nine shares had one vote, 10 to 19 two votes, 20 to 49 three votes, 50 to 99 four votes, 100 to 199 five votes, and 200 shares and upwards six votes. The regulations provided for all contracts for purchases to be ready money in order to exempt shareholders from any liability beyond the amounts paid up on their shares. General meetings were to be held in London in July each year, starting in 1837.

At the time the prospectus appeared, an engine-house adapted to a 60 inch engine, a counting-house and other requisite buildings had been erected, and the engine was contracted for, to be supplied on or before 30th September. Work at the mine was “*progressing with the utmost vigour*”. The prospectus claimed that “*most of the respectable agents and superintending captains of the great surrounding mines have come forward in support of this company*”, and that the mine had the easterly continuations of the lodes of Wheal Jewel, Wheal Unity, Poldice, Wheal Maid, Wheal Damsel, Wheal Gorland, and several of the north lodes of the Consolidated Mines.³¹ Control of the company was taken over in August 1838 by a group of Manchester shareholders headed by William Pipe. The mine and materials were offered for sale in July 1840 on the cessation of operations.³²

The flotation of the Reeth Consolidated Mining Company followed that of the previous concern in the spring of 1836. Thomas was the first director, still with a London address, assisted by Edward Suter, now of Penzance, and Samuel Paul Esq. of London, together with J.C. Musgrave and William Paul Esq. of Castle Cary. Tribe was secretary, still in the City. The cashier on the mine was P.V. Robinson, and the London bankers were Sir Claude Scott, Bart. & Co. There was no Cornish bank. The capital was in 20,000 £5 bearer shares, which were offered in May 1836 for a deposit of £2 and further calls limited to 10 shillings per share at a time. A director’s qualifications was only 100 shares, and the voting was as for the Great Wheal Prosper company. The regulations contained the cash clause, and annual meetings were to be held in London in May of each year.

The prospectus stated that the company had been formed to work the Giew, Durlo, South Durlo and the Dippa mines, in Towednack, “*all celebrated for their richness*” as tin mines. The offer of shares was supported by reports from Captain Edward Thomas of West Tresavean and British Silver-Lead, by four captains in neighbouring mines, by two prominent mining engineers in the Camborne-Redruth district, by the former purser and manager of the Giew Mine, and by Captain Charles H. White, agent at the Wheal Whiddon section of the Wendron Royal Mining Company, who “*never saw such an extensive sett no where in the county*”, though it was only 980 by 720 fathoms.

Control of the company passed to Leeds in 1839 after a group of shareholders, headed by Edward Kenyon Bullman, a Leeds solicitor, sued Thomas and others in the Rolls Court in December 1838. It was stated during the hearing that about 2,000 shares had been placed in Leeds, that Thomas had taken 6,000 shares credited with £2 paid as part of his £25,000 purchase consideration, and that the other directors owed the company the calls due on 7,400 shares, which had been issued to them. It also appears that Thomas had appointed P.V. Robinson as purser and Henry Tribe as London secretary.³³ Between them they agreed that the purser’s salary should be £250 per annum (though the then going rate was £60 to £70), and that the directors should receive annual fees totalling about £600, though half this sum would have been generous. The salaries of the working agents, however, were lower than those of almost any other mine in Cornwall, and the account-house consisted of one room for an office and a detached hut for a kitchen. On most other mines a fair allowance was made for expenses on pay-days, but in Reeth Consolidated a guinea a month had to suffice. The purser, in addition, was a relative of a large shareholder, who was not named.

The August 1838 balance-sheet showed tin sales £168 16s 7d and shares sold £8,560, with expenditure of £11,712 15s 2d, which left a debit balance of £3,093 18s 7d. Although the Court appointed a manager and liquidator, the cause was reported to have been settled amicably out of Court through the mediation of Edmund Turner, M.P. of Truro, who may only have settled matters with which the Court was not concerned. Operations lasted until 1859, almost all the time at a loss, when the mine was split up and sold to other companies.³⁴ Meanwhile, in June 1840, P.V. Robinson, who admitted having been the mine’s purser from May 1836 to September 1839, petitioned the Vice-Warden’s Court, claiming from his successor Captain Augustus Dalby £834 14s, as money laid out on the mine by Robinson out of his own pocket. He claimed that he had “*frequently and in an amicable manner*” asked Dalby for the money, but Dalby and the adventurers in the mine had refused. He, therefore, sought an injunction restraining them from removing equipment and ores from the mine. In his reply, Dalby said that he had been appointed managing agent with effect from 24th July 1839, but that he did not act as purser. He denied all knowledge of the sum claimed, or that any request had ever been made to him for it.³⁵

Another company which Thomas floated at this time was the North Hallenbeagle Tin and Copper Mining Company. Although Thomas’s name did not appear in connection with it, the company had many features in common with those from the Thomas stable, and questions were asked about it during the examination of Edmund Turner M.P., in

the Vice-Warden's Court in the case of Ferris v Thomas. The company was formed in the autumn of 1836 with a view to working the Prince Coburg Mine at Blackwater. The directors were John Buckingham, William Hews Esq. of Cardinham, and J.C. Musgrave, with power to add two to their number. Henry Francis was secretary, T.F. Hornblower was cashier and manager, and Captain Sampson Trevethan was mine manager. The bankers were Praed & Co. in London, and Tweedy & Co. in Truro. The capital was represented by 8,000 £5 bearer shares, which were offered for sale in October 1836 for a deposit of £2. Five shares carried one vote and, like several of the others, were graded up to six votes for over 200 shares. Calls were to be a maximum of 10 shillings per share quarterly. Operations came to an end in 1839; and the mine was reopened twenty years later as East Treskerby. It may be a coincidence that in 1859 a limited company of the same name was formed to work Wheal Plenty, lying about a mile to the west, and that in 1860/61 its purser was Thomas's son Campbell.³⁶

Meanwhile, on the collapse of the British United Company, Thomas kept the bounds on Polberro Consols, which he had held for the Company, probably as trustee. In April 1837 he petitioned the Vice-Warden's Court, seeking possession of the bounds. During the hearing it was stated that, at the end of December 1825, Thomas had leased the bounds on the mine to J.S. Enys of Enys. He worked them until May 1827, when he discontinued the work but left the whims and other machinery in situ because it was his intention to resume the working at a later date. About January 1834 William Vice, a Truro merchant, and Captain John Bennetts, evidently trustees, entered on the bounds, removed Thomas's machinery, and proceeded to work the bounds under the title of the Royal Polberou Consols Mining Company, a scrip company which had brought the bounds from Enys in 1833. Vice and Bennetts lodged a demurrer to Thomas's petition, which was overruled with costs, and the two were ordered to file an answer to the petition. From this judgment they appealed, and the case was heard before the Lord Warden of the Stannaries, H.R.H. Prince Albert, assisted by five members of the Judicial Committee of Privy Council, and by five members of the Duchy of Cornwall Council. After a sitting lasting over six hours, the Lord Warden reversed the Vice-Warden's decree and ordered that the demurrer in the Court below be allowed without costs. This effectively confirmed that Thomas had not retained his interest in the bounds.³⁷

Undaunted by his other troubles, Thomas produced the prospectus of his tenth and last company in October 1837. This was the Wheal Rose Silver-Lead Mining Company, which he formed with a view to reopening a very old mine near Porthleven harbour, and in which it was proposed to work a recently discovered lode only a short distance from the properties of the British Silver-Lead Company. Its managing director was William Millett Thomas himself, then described as of Truro, and Tribe was secretary at his Austin Friars office. The trustee for the company was Edmund Turner, M.P., and, although there was a bank account at the Phoenix Bank in Liverpool, there was no representative there. The London bank was the London & Western Bank, while the Western District Banking Co. of Truro, of which Turner was a partner, acted as the company's main bank.

The capital was 12,000 £5 bearer shares, which were offered for a deposit of £2 and future calls of not more than 10 shillings a share at a month's notice. The prospectus showed that Thomas virtually ran the company, and that annual meetings were to be held in London in May of each year. Twelve shares carried one vote, 24 carried two votes, 36 carried three votes, 48 carried four votes, and there was one vote for each additional 12 shares, with a maximum of 16 votes for any shareholder. The regulations contained Thomas's usual clause about payments in cash. The prospectus contained reports by Captain Thomas Gundry, "*agent of the Ludgvan mines*" (under Thomas Saunders Cave) and John Davey, late manager of the St Ives Consols Mines, together with one from Captain Edward Thomas, the Mine's manager, and statements made before P.V. Robinson. Lastly, there came an assay by Percival Norton Johnson of London (the founder of Johnson, Matthey & Co.) showing 12 cwts 1 qr 7 lbs of silvery lead per ton of ore and containing 72 oz 5 dwt of fine silver to the ton of ore.

The prospectus also claimed that the mine "*is not, for local situation and intrinsic worth, surpassed by any adventure in the kingdom.*" In addition to its silver-lead lodes, it had several copper lodes, and a shaft had been sunk 44 fms from surface by a former company. Arrangements had been made to erect a 58 inch steam-engine on it, and within a few months large returns of ore might be expected. Then came a surprise: "*The whole of this valuable sett (on the payment of the purchase-money of £12,000), together with the capital of the company will be vested in the trustee, Edmund Turner Esq., banker, Truro, who has most liberally consented to take this important responsibility without any charge to the company, and thereby saving the expense of a board of directors.*" The company owed over £1300 plus interest on a mortgage on machinery bought in 1837, and, following the non-payment of dues Canon Roger of Penrose, the Mineral Lord, revoked the lease in June 1840, and the company went into liquidation.³⁸

As the affairs of Thomas's companies went from bad to worse, the Mining Journal went into the attack. In May 1839, Henry English in a long editorial, wrote: "*Many months have elapsed since we first directed attention to the companies of which Mr William Millett Thomas was the projector and self-constituted managing director - a gentleman whose reputation in 1826 would, we should have supposed, have induced the public to have asked some few questions ere they submitted so important a trust to his care in the year 1836 . . . (he) is, we believe, now as well known in Liverpool and Manchester as previously in London and Cornwall.*" West Tresavean, Kellewerris, Reeth Consols, Great Wheal Prosper, and British Silver-Lead and Copper, "*the prospectuses and reports of which are rich in themselves in promises (his italics), and to which, we believe, have the operations of the several undertakings been confined.*" English welcomed the changes that had taken place in the management and control of the companies, and deplored the large sums which Thomas had taken by way of promotion money. He added: "*We do not intend that our remarks should apply to any individual, but generally, knowing as we do the experience, the little dependence which is to be reposed on the representation of parties in Cornwall, whose object, too frequently, is that of promoting self-interest.*"

Henry English's first intimation of an impending libel suit was a letter from Thomas's Truro solicitor, Simmons, Passingham and Simmons, asking for the name and address of a person willing to accept the service of documents on his behalf. English printed the letter in full in June 1836, in an editorial justifying his previous one, and adding: "*We believe it will not be disputed that that gentleman's 'reputation' for mining knowledge* (his italics) *was such as 'ought to have induced the public to ask some few questions'.*" The information on British United Mines (which they erroneously referred to as the British Mining Association) had been obtained from Mr Colebrook, its first secretary, and that on Kelleweeris' debts had been obtained from the published evidence of its secretary. The following week, as no declaration had been received, English added that, as the law existed, the press "*would be most impotent*" if journals such as the Mining Journal did not fearlessly express their opinion and expose abuses, and that to conceal that which was publicly notorious would be to mislead his readers.³⁹

English asked his readers for information they had on any of Thomas's mines, and to this they replied with alacrity. To make doubly sure of his defence, he spent some fruitful days in Liverpool and Manchester, visiting the managements which had taken over some of Thomas's companies. While waiting for the case to come up, "*Castigator*" of Liverpool wrote to the Mining Journal asking some searching questions about British Silver-Lead, none of which were answered before or during the trial. He enquired if Thomas owed the company £7,600 and whether he had taken over Lucas's debt of £1,400, making a total of £9,000 still due to the company. He also wanted to know whether Thomas had charged over £600 for managing the company in London, even though the company had a paid secretary and a London office. Also, did not the paper forming the books sent by Thomas from London to the Liverpool office bear the watermark for the year 1839, although the books purported to contain accounts from 1836?⁴⁰

The case came up at the Bodmin Summer Assizes early in August 1839, English's attempt to have it moved to London having been unsuccessful. Opening the case, Thomas's counsel Mr Butt stated that English had maliciously published a libel reflecting on his client's character and also reflecting on him in other respects. Mr Erle added that the libellous attack on Thomas related to an alleged mismanagement of certain mines, and imputed to him dishonesty in respect of money transactions. On the appearance of the article in the Mining Journal, Thomas determined to seek redress and to demand satisfaction. In reply to this, English had put on record four pleas, three of which were in justification going over a wide space of time and which referred to a great number of Thomas's transactions. The first plea referred to conduct in the management of mines in 1825/6, the second to the management of the British Silver-Lead Company in 1835/6, and the third gave a history of Kellewerris, Reeth Consols, Great Wheal Prosper, British Silver-Lead, and West Tresavean. It was further added that Thomas had made fraudulent attempts to obtain large sums of money from these mines, and to appropriate them to his own use.⁴¹

English's editorial was then read out in full. The expenditure on British United Mines was £60,000 or £70,000 if memory was correct, engines had been erected before lodes

had been proved to exist, wasteful expenditure was incurred, and fallacious reports produced. Calls in Kellewerris alone amounted to £30,000, and the company was under the control of three directors for whose removal no provision had been made in the rules or regulations. The secretary said that debts of £3,000 or £4,000 had been incurred in Reeth Consols, £2,600 in Great Wheal Prosper, and £8,000 in British Silver-Lead.

Among the witnesses, P. V. Robinson, who had become purser of British Silver-Lead in January 1836, stated that in August of that year he had overdrawn £320 at the Miners' Bank and that £25,000 had been raised in deposits on its shares. In April 1839, the company's debts were £8,000 due to merchants and £6,000 to £8,000 was due from Thomas for the calls on his 2,000 shares. As regards Reeth Consols, Robinson had obtained the leases at Thomas's request in consideration of his being employed as purser. From this concern Thomas had a salary of £21 a month, paid at his request to his wife. Thomas had intended to take £25,000 for the Reeth Consols, and as a start took 6,000 shares credited with £2 paid. The shareholders had not been told of this. Thomas's debt to Edmund Turner was stated to be £4,373 1s 0d, of which £1,400 had been paid, "*and the rest secured by an instrument.*"

R.G. Jackson, an accountant's clerk from Liverpool, stated that the January 1830 (recte 1836) balance sheet for Reeth Consols showed purchase of mines for company £8,000 and a balance of £6,048 12s 7d due from Thomas. Captain Sampson Trevethan, who had been manager of Great Wheal Prosper before Thomas got hold of it, stated that he had been given 300 shares in lieu of the £500 he had agreed to accept for the sett. Thomas charged the company £5,000 for it, but this fact was not included in the prospectus. As managing director, Thomas had taken £250 per annum in salary. In Kellewerris Thomas had added a piece of ground to the original sett and charged the company £1,500 for it.⁴² William Pipe of Manchester, chairman of the company which had taken over Great Wheal Prosper from Thomas, then stated that the lease had been repared and engrossed but not paid for, so he had paid Lord Falmouth's agent £20 for the stamp duty, plus fees, and collected the lease himself. Edmund Turner, M.P., added that on 13th September 1838 he had sent Thomas's scrip for 1,800 shares in British Silver-Lead to the Phoenix Bank in Liverpool, on Thomas's instructions. Captain William Raby, agent at Kellewarris from September 1835 to August 1838, stated Thomas had told him he had bought the mine from Messrs Buckingham and Hornblower for £3,000, and at another time he had added a piece of land to the sett, for which he took £1,500.

Francis Daniell, a mine agent (in 1835-38 at Wheal Susan and Trannack, Sithney), stated he first knew Thomas in 1812 and again about 1824-5. In 1824 he sold him a steam engine, he believed for Wheal Prosper, Gwithian. Fanny and Tregajorran Mines, he averred, were not part of the British United Company. On Goonhilly Downs, though native copper and copper pyrites were found in the fissures of the rock, there was no lode. He once travelled with Thomas from Truro to Launceston; Thomas had told him "*The nobs of Cornwall ridiculed me for putting my engine on South Treasury (sic), and they say I am searching for a solid course of copper; but it is not so. I have not yet found a lode, but that I shall find a course of grey (copper) ore is*

very certain.” This struck Daniell as absurd; it was not the remark of a man who knew anything about mining. Putting up a steam-engine without a lode was the most absurd thing he ever saw; and the only case he knew of it.

James Daniell, of the Adelphi, London, stated that in 1825 he had been clerk to British United. He became secretary when Millington left the company, and continued as such until it was wound up in 1827 or 1828. The total outlay was upwards of £60,000. A dividend was paid, but not from profits and before the sale of the materials. In 1826 or 1827 Daniell heard from Thomas that the latter was in embarrassed circumstances and afterwards saw him in a spunging-house.⁴³ New Dolcouth was stopped with the rest in 1826-7. John Clitsome Musgrave stated he had received a 10% dividend from West Tresavean at the same time as the Kellewerris dividend was paid.

On completion of the hearing, which extended over two days, the jury, which was out for about twenty minutes, found for the defendant on second and third pleas, and on the first and fourth for the plaintiff, who was awarded a farthing damages. Henry English and attorney were involved in a coaching accident at Bolventor on the journey home and spent a fortnight recuperating at Jamaica Inn.

On 9th August Henry Tribe, “*quondam secretary to the Great Wheal Prosper*” and other mines, was charged with an assault on P.V. Robinson. During the long examination of the latter in the trial of Thomas v English, he gave offence to Tribe, “*who revenged himself on Wednesday by assaulting and kicking him on the hip (sic) while the latter was standing near Pearce’s Hotel*” in Truro. Tribe was fined £5; and a few days later the Court ruled that Thomas was not entitled to his costs in his action against English.⁴⁴

While all this was going on, Thomas was engaged in another lawsuit, this time as the defendant in the cause of Ferris v Thomas. The history of the action goes back to June 1837, when, as a means of securing any overdraft which his companies might want, and particularly Great Wheal Prosper and Wheal Rose, Thomas wrote to Edmund Turner at the Western District Banking Company in Truro. He stated that the box which he had handed to Turner contained scrip shares in various mines. Whether they were Thomas’s personal property or were unissued shares is not clear, since they were not listed in the letter, but it seems likely that they were unissued shares in some of Thomas’s earlier flotations. Thomas asked Turner to hold the certificates, either personally or officially, as security for any sum or sums of money which he might owe Turner or the bank. The amounts to be overdrawn were not to exceed a total of £5,000, and would be drawn either by Thomas or his agents or his friends Mr Suter and Mr Buckingham and Mr Robinson, “*for any mines in which I am engaged, either as Principal or Agent, and I therefore desire that you will open the said box that you may be satisfied of its contents*”.⁴⁵ In October 1838, after Turner had parted with Thomas’s shares in British Silver-Lead, he seems to have decided that the scrip certificates remaining in his possession were insufficient security for Thomas’s borrowings. So through its public officer Josephus Ferris, the Western District Banking Company sued Thomas and Buckingham, as directors of the Great Wheal Prosper Mining Company, for the repayment of an overdraft of £1,378 9s 10d. An Order was made

by the Vice-Warden's Court in April 1839 which permitted the amendment of the petition so as to include Captain Sampson Trevethan and Henry Francis as defendants, and this accounted for the delay in bringing the case to Court.

The amended petition began by stating that the mine, then in Kenwyn and Kea parishes (but now in Chacewater parish) had been worked for tin and copper and other ores by a company of the same name, divided into a large number of shares, and whose shareholders were believed to be very numerous. At the time the debt was contracted Thomas and Buckingham were managers and directors; Thomas, Captain Trevethan the manager of the mine, and Henry Francis its purser, were all shareholders. Between the end of January 1837 and the middle of October 1838, the bank had advanced divers sums of money to Thomas, Buckingham, Trevethan, Francis, and their co-adventurers, for the support and prosecution of the mine. There was now owing for amounts advanced, and for interest, commission and other usual and lawful banking charges, a total of £1,102 8s 4d. The bank had frequently demanded payment of this sum, and the four men mentioned had frequently admitted the same sum to be due and owing from them and the other adventurers. They had, it was alleged, refused and neglected to pay the sum due. The petition accordingly asked that the defendants be ordered to appear in Court to answer the allegations, that they be ordered and decreed to pay the sum due, with interest, and that in default of payment a part of all of the materials on the mines should be sold.⁴⁶

Four days before the court hearing Thomas and Buckingham filed their answer to the petition, admitting that the mine had been worked for many (i.e more than two) years by a company divided into a large number of shares. They also admitted the debts, that the bank had frequently demanded settlement of them, and that various engines, machinery, tools, tackle and materials lay on the mine, to whose sale they were ready and willing to consent. The case was heard at the end of October 1839 and a decree for payment on or before the next day was made. Affidavits of non-payment were filed the day after payment became due, and on that day the court made a decree for the sale of the materials. Meanwhile, in April 1839, two days after filing their answers, Trevethan and Francis were discharged from the suit, having successfully shown that they had not been parties to incurring the debt.

In September 1839, the Court made an Order against Thomas and Buckingham personally, and they were given four days in which to show why the Vice-Warden's decree should not have the effect of a judgment in the superior courts of common law, in pursuance of the Statute of 1 & 2 Vic. Cap. 110, and why a writ of execution should not be forthwith issued out of the Court in pursuance of that statute, against their goods and chattels, for the sum of £1,102 8s 4d decreed to be paid to the bank. A fortnight later Ferris filed an affidavit of non-payment, and on 21st October, under the authority of the Lord Warden of the Stannaries, the Most Noble Francis Charles Seymour Conway, Marquis of Hertford, a writ of *fiery facias* was issued by the Court to three bailiffs to levy the sum in question plus officers' fees, on the goods and chattels of Thomas and Buckingham. On Thomas's goods only £310 1s 11½d was levied; no vouchers remain to show what happened to those of Buckingham.

From affidavits sworn in the autumn of 1839, it is clear that Thomas had become dissatisfied with his solicitors in Truro, Simmons, Passingham and Simmons, after discovering that, although Henry Trefusis Smith of the Western Banking Company's Devonport Office was the bank's legal officer and ostensibly in charge of the bank's proceedings, Turner was employing that firm as well. So in November 1839 Thomas went to London for advice, and employed Hodgson and Concanen, of Lincoln's Inn Fields, W.C., to advise him. That firm in turn employed George Gillson of Truro as their solicitor in the Vice-Warden's Court. Further representations were then made, and in November Vice-Warden Dampier sent from his London address a note to P.P. Smith, his secretary in Truro, enclosing a Rule or Court Order calling on Thomas to show cause why the writ in the nature of a *fieri facias* issued against his good should now be set aside. The Court subsequently ordered that this should take place within the first four days of its next sittings. In the meantime, it was ordered that all the monies levied should be paid into the hands of the bailiff of the Court. On 23rd November, Dampier added to the Rule a note, in his own hand, that affidavits, on which he had granted the Rule, being, it was said, wrongly instituted, and fresh affidavits having been sworn to the same effect as before, the directions to his secretary would suffice for a like Rule grounded on those fresh affidavits, the other Rule, if issued then, having to be withdrawn.

Thomas's affidavits, filed on 22nd November and referred to above, stated that the writ or warrant of execution in the nature of a *fieri facias* had been made without his consent. He stressed that he had not authorised Messrs Simmons, Passingham and Simmons or anyone under their authority to consent on his behalf to the obtaining and issuing of the writ or warrant. Ferris, he added, had for many years been Turner's clerk, and was now manager of the Truro branch of the bank, which was under Turner's control. Down to 1838, Thomas continued, he had had many transactions with Turner, to a large amount, "*in private account.*" About 1837 he proposed to Turner to open accounts with the bank, as occasion might require, on behalf of the companies of which he was a director, to which Turner agreed. Arrangements were duly made and an account was opened for the Great Wheal Prosper Mining Company, many of whose shareholders lived far away from Cornwall. On Turner's authority, the account was at one time overdrawn £2,200 or so. Shortly before the petition was filed, the shareholders in Great Wheal Prosper were largely in arrears with their calls. Turner asked Thomas to give him the means of enforcing the bank's lien on the ores, engines and materials, which the two were advised was the custom of the Stannaries. On the advice of Messrs Simmons, Passingham and Simmons, Thomas and Buckingham thought it just and right to give the bank the same means of enforcing its lien on the mine and, accordingly, they arranged with Turner that Ferris, as Manager of the Truro office and as the bank's public officer, should file a petition against them as directors of the company. Failing payment by them, it was agreed that the mine and materials should be sold and that the debts should be paid out of the proceeds.

Thomas then stressed that the petition was decided upon and arranged as stated and that he and Buckingham consented to a Decree on the clear assurance and advice that, by giving such consent, they were merely enabling the manager of the bank to obtain a sale of the ores, engines, machinery and materials, in order to secure payment of the

debt. He added that the consent was given upon the express and often repeated pledges of Edmund Turner that he, Thomas, should never be called on personally to pay the debt in question, or any part of it. He stressed that he was left in no doubt that the object of obtaining his consent was merely to make the mine answerable for the debt, and that the bank would thereby be enabled to sell the materials, “*but not to take either the person or private goods*” of Thomas in execution. He had been advised that a decree in the Equity side of the Court for the payment of a simple contract mine debt could only be made on the ground that the right or lien on the ores etc in respect of which the debt accrued, actually existed. Had he known at the time of giving such consent that a banker could not insist on such a lien, he would never have given his consent.

The affidavit states that late in 1838 or early in 1839 the plaintiffs in a second petition had filed it at the Vice-Warden’s Court, stating that William Pipe was a director and shareholder and that Captain Sampson and Henry Francis were shareholders in the company, and praying that they might be made parties to Ferris’s petition. They also sought that the decree in the cause might be opened, suspended or reversed, and that they might be let in to oppose it and to investigate the debt of the bank. Pipe, Trevethan and Francis were accordingly made parties to the original petition, and Thomas was informed that they had been let in to oppose the decree. At a subsequent hearing the Court ruled that the bank did not have the right to such a lien as mentioned, on the grounds that the position of a banker who advanced money for a mine was different to that of a trader who supplied goods to a mine. The bank’s petition was accordingly dismissed as against Pipe, Trevethan and Francis, but a decree for one moiety of the sum concerned was made against Thomas. The latter stated that Messrs Simmons, Passingham and Simmons had acted as his solicitors early in the cause, and had tried to obtain his consent that a Rule should go against him for execution in respect of the Great Wheal Prosper debt. This he had refused to give, having been advised that the court had no jurisdiction on the Equity side to decree the payment of a simple contract debt or to issue an execution in respect of such a debt as to which no right of lien existed.

At a further hearing at the end of January 1840, Mr Hocking for Thomas, raised the question as to whether the Vice-Warden’s Court was a Court of Equity under 1 & 2 Vic. Cap. 110 sec. 18. The Court then ordered that all further proceedings under the execution issued, and in part executed, be stayed. It further ordered that the monies levied and paid over to the plaintiff by the bailiffs and by the Registrar of the Court be retained by the plaintiff, and that all growing crops and other property and effects seized and taken in execution by the bailiffs but not sold should be restored to Thomas. The latter denied once again that he had consented to the writ of *feri facias*, but the Vice-Warden replied that he had, by his solicitor, most emphatically consented, since a solicitor had the power to do so, whether his client agreed or not, and if he did so the Court would not look further. He had accordingly ruled that Thomas should pay the debt.

What happened to Thomas after the two lawsuits is not at all clear, though before their outcomes were known he may have moved away from Polgwynne, which was put up at auction in November 1839 and in February and March 1840. A year later, the census

shows that Polgwynne, still only a farmhouse, was occupied by a carpenter named David Williams, his wife, and seven children. It later became the Vicarage, and was renamed Porthgwynne. It was enlarged to its present size later in the century, and some years ago it was converted into flats.⁴⁷ A single source states Thomas died in London in December 1846, though the writer has not been able to confirm this. At that time scrip companies were in very bad odour indeed, because, as we have seen, they lent themselves to manipulation and fraud. They were made illegal in 1860 by an act which required all companies to keep a register of shareholders.⁴⁸

How much, one may ask, did Thomas make from his mining company activities? Sufficient was published in his lifetime to enable a very rough estimate to be made of his profits from them. Recorded sales of leases come to £21,000, unrecorded ditto (estimated) £38,000, and salaries received (part estimated) £1,750, making £61,250. Against this comes the £700 loss on the Kellewerris dividend, £20,000 legal expenses, £15,000 living expenses at £1,000 per annum, and the purchase of about 27 leases at (say) £50 each, or £1,350, leaving a balance of £24,170. In modern money this would amount to some £850,000; and this assumes that he had no other mines or companies in his portfolio.

As a sequel to the foregoing, Campbell Millett Thomas turned up in Cornwall two years after his father's death, and in 1858 we find him acting as secretary and managing director of the Brea Consolidated Tin and Copper Mining Co. Ltd (Towednack), a company formed in Leeds. In a curious demonstration of filial piety, which could only have come from the pen of a son of William Millett Thomas, a long anonymous paragraph appeared in the Mining Journal in January 1859 as a puff for Brea Consolidated. It noted that a discovery of importance had been made in clearing up the old workings, in the shape of a good tin lode. These old mines, the note continued, "*are a parcel of the series selected by the late Mr W.M. Thomas, whose mining acumen became almost a proverb. Though he in his day did not realise all the great expectations he so fondly indulged in, yet many of his undertakings have proved to have been what he predicted. The Polberro Consols, Carn Brea, Trewavas, Caradon, and other equally celebrated mines attest the soundness of his judgment. In St Just in Penwith, Wheal Boys and Parknoweth (now Wheal Owles) bear similar testimony. The Brea Consolidated was always his favourite undertaking and one on which he relied for his ultimate success. Few men, even in mining, underwent more trying vicissitudes ... we are glad in the instance of the Brea Mines to state that the property is still in the hands of a descendant of the former promoter.*"⁴⁹ Polberro Consols, as we have seen, worked from 1825 to 1827, and Wheal Fanny, at a loss of £40,000, in 1824-27, but there is no contemporary record seen by the writer of Thomas having been connected with Brea Consolidated or any of the other mines mentioned; certainly Brea, also known as Trevidgia and as Trevisa, was idle in 1830-40, apart from a small section reopened by the Hayle Consolidated Mining Company in 1835-38.

We have seen that in 1860-61 Campbell Millett Thomas was purser of North Hallenbeagle Tin and Copper Mining Co. Ltd (St Agnes and Redruth), a concern formed in Leeds in 1859 to work Wheal Plenty (though one source states North Trewan, the adjoining mine). About 1861, the partnership of C. & C. Thomas,

comprising Courtis and Campbell Millett Thomas, formed the Wheal Prudence Copper Mining Co. Ltd (Perranzabuloe) on behalf of some Leeds businessmen, and acted as the mine's joint pursers and local managing directors. The Mining Journal in November 1862 referred to the fact that "*Mr Campbell Thomas of Penzance, whose family is well known in connection with Cornish mining, has been the pioneer of this concern.*" The company was ordered to be wound up by the Vice-Warden's Court in January 1865. The brothers, meanwhile, were the trustees of the lease of the East Polberro Tin Mining Co. Ltd (St Agnes), which had been formed in Leeds in 1861 as a cost-book company and converted to limited liability when sufficient subscriptions had been received for its shares. The company had an authorised capital of 8,000 £1 registered shares, 4,000 of which were issued credited as fully paid. If, as seems likely, they were issued to the Thomas brothers as purchase consideration, one can only say that they were following in their father's footsteps, but without any personal liability for the company's debts. The company went into liquidation in December 1865.⁵⁰

C. & C. Thomas were also concerned in the formation of the North Wheal Seton Copper Mining Co. Ltd (Camborne), which was registered in September 1863, and acted as its managers in 1864 from their Redruth office. Despite its high-sounding title, for Wheal Seton and West Wheal Seton were large mines adjoining it, the company was only a small prospecting concern and was ordered to be wound up by the Vice-Warden's Court in October 1864. The liquidator's file shows that the contributories included Campbell Millett Thomas, mining engineer, of Leeds and Manchester. In 1865 the brothers moved their civil and mining engineering offices from Victoria Chambers, Leeds, to Poolfold Chamber, Chapel Walks, Manchester, but still kept their Redruth office. Courtis died unmarried in 1869, but no date has yet been seen for Campbell's death.⁵¹

Nothing further was heard of the Thomas family. Perhaps the last word should go to the anonymous Truro correspondent of the Mining Journal (possibly Robert Symons, the surveyor), who wrote in May 1862 that, as a rule, North Country companies were among the most unsuccessful mining companies in Cornwall. He found that "when our friends in South Lancashire and the West Riding" came into Cornish mining they generally managed to go to the wrong districts or the wrong people. A "*Leeds company*" was passing into a proverb in Cornwall, since those shrewd Yorkshiremen liked a highly-seasoned dish, "*and, as those who give the most seasoning are not quite the elite (his italics) of the mining world, they fall into the hands of the Philistines.*"⁵²

REFERENCES

- feri facias* - writ to sheriff for executing judgment. (COED) cobbing-house, where copper ore was broken with hammers by hand.
- AKHJ Dr A.K. Hamilton Jenkin, M.A., D. Litt. (Oxon) (1900-80)
 CRO County Record Office, Truro.
 MJ Mining Journal.
 MW Mining World.
 RCG Royal Cornwall Gazette.
 RIC Royal Institution of Cornwall Library, Truro.
 RPL Redruth Public Library, Local Studies Section.
 WB West Briton.
1. RIC - Microfiche.
 2. She later became a popular novelist under the pen-name of Francis Derrick, and died at Rosemorran, Gulval, in December 1863.
 3. Stephen was described as a mine proprietor, a term used in the last century to mean either an adventurer or shareholder in mines, or a mine lessee. A Captain Stephen Thomas was manager of the United Mines (Gwennap) in 1824. Killiow was bought about 1830 by Lewis Charles Daubuz, tin smelter, of Penzance.
 4. Boase, G.C. *Collectanea Cornubiensia*, 1899, p.985.
 5. RCG 1829 (6.6); Polsue, J. *Lake's Parochial History*, 1867-73 I, p.269. For an account of these mines see Brooke Index, CRO.
 6. E.g. MJ 1875 (27.2), MW 1884 (14.6), MW 1885 (26.9).
 7. Brooke, J. "Thomas Saunders Cave, Speculator Extraordinary", *British Mining*, No.43 (1991), pp.9-34.
 8. In modern parlance, cost-book company shares would be inscribed shares of no par value.
 9. The Trugo Mine (St Columb Major).
 10. MJ 1862 (6.12).
 11. For this mine's history see Trevithick Society Newsletter No.14, 1978 (August).
 12. RCG 1822 (21.9); Spargo, T. *The Mines of Cornwall etc*, 1864, p.54; Symons, R. *Gazetteer*, 1884, p.160. An anvil house is an old name for a
 13. RCG 1823 (1.11); WB 1839 (2.6); Flett & Hill *Memoirs of the Geological Survey*, HMSO, 1912, p.261; AKHJ, *Mines & Miners of Cornwall*, 1967, Xiii p.16; RPL - AKHJ Collection (notes) 1980. The site is NGR 717196.
 14. Rowe, J. *Cornwall in the age of the Industrial Revolution* (Liverpool: Liverpool University Press, 1953) pp.132f.
 15. Also known as Polgine and later reopened by Thomas Saunders Cave (see note 7).
 16. English, H. *A Compendium of Useful Information* (1826), pp.6, 87, 125; MJ 1839 (6.7).
 17. MJ 1839 (6.7).
 18. MJ 1826 (26.11), MJ 1839 (6.7, 17.8). About 1825, Gray erected an engine at North Dolcouth (later Polgine), for which William West, C.E. (1801-79) turned the parallel motion. Gray may have met Thomas when the two men lived in St Agnes; MJ 1879 (12.7).
 19. MJ 1837 (30.9), 1840 (4.1, 18.1, 1.2, 8.2); RCG 1835 (18.9) (Killewerris), 1840 (21.2, 24.7, 20.11). The debts then settled can be calculated at £2,792.
 20. MJ 1839 (6.7), MJ 1879 (15.2). In 1856-58 there was also a St Columb Tresavean Mine.
 21. MJ 1839 (16.3, 17.8).
 22. MJ 1835 (29.8).
 23. MJ 1835 (29.8), MJ 1843 (30.9).
 24. MJ 1835 (12.12), MJ 1837 (18.11).
 25. Coincidentally, at the same time bankers to Thomas Saunders Cave (see note 7).
 26. MJ 1836 (4.6), MJ 1837 (22.4), MJ 1838 (10.2, 20.10), MJ 1839 (14.9), MJ 1840 (20.6, 21.11), MJ 1841 (20.11).
 27. Brooke, J. *Stannary Tales: The Shady Side of Mining* (Twelveheads: Twelveheads Press, 1980)

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- pp.42-47 - for a subsequent career of this county magistrate and Masonic dignitary.
28. These curious voting rights were common among scrip companies and one, the Norfolk Estuaries Company, kept this system on its conversion to limited liability.
29. MJ 1839 (6.7).
30. CRO - Crosbie and others v P.V. Robinson, Petition 458, 1843 (19.7).
31. MJ 1837 (10.4), MJ 1838 (20.10), MJ 1839 (6.7).
32. MJ 1840 (4.7).
33. MJ 1838 (22.12).
34. MJ 1837 (11.11), MJ 1839 (6.7, 20.7); CRO - Brooke Index. Williams, G. "A History of Giew Mine" *Journal of the Trevithick Society*, No.11 (1984), pp.60-70.
35. CRO - Robinson v Dalby, Petition 352, 1840 (24.6).
36. MJ 1859 (17.12), MJ 1860 (5.5).
37. MJ 1842 (28.4, 4.6). See also Edward Smirke: The Case of Vice against Thomas, 1843.
38. MJ 1839 (6.7); WB 1841 (5.3). Gundry was employed by Thomas Saunders Cave (see note 7).
39. MJ 1839 (8.6, 15.6).
40. MJ 1839 (8.6, 15.6, 22.6).
41. MJ 1839 (17.8).
42. MJ 1839 (17.8).
43. Spunging or sponging-house: "A house kept by a bailiff or sheriff's officer, formerly in regular use as a place of preliminary confinement for debtors." (SOED)
44. WB 1839 (23.8); MJ 1839 (24.8).
45. Copy letter in private possession.
46. RCG 1838 (2.11).
47. CRO - STA 392/2; RCG 1840 (7.2); Smirke, Sir E. *Procedure in the Court of the Vice-Warden of the Stannaries*, 1856, p.xix; papers in private possession.
48. Polsue, J. *Lake's Parochial History*, 1867-73 II, p.7; MJ 1856 (27.12), MJ 1862 (6.12), MJ 1892 (9.1); MW 1874 (21.3); Boase (see note 4), p.915.
49. MJ 1859 (8.1)
50. MJ 1859 (8.1), MJ 1862 (15.11). The brothers lived for a while with their sister Frances Eliza at Rosemorran in Gulval.
51. Boase (see note 4), p.985.
52. MJ 1862 (24.5). Brooke, J. "The Jeremiah of Mappists" *Journal Cornwall Association of Local Historians*, (April 1991), p.8 - for a life of Symons.

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