

AN AGREEMENT TO MINE COPPER IN JERSEY, CHANNEL ISLANDS

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ABSTRACT: In 1843, copper ore was discovered at la Moie in Jersey, Channel Islands. In this paper the text of a manuscript agreement to mine the copper is published in full. The agreement is, as far as is known, unique in an area with no history of mining. The clauses which protect the economically important adjacent granite quarrying operation and the repossession clauses are of especial interest.

INTRODUCTION

The library of la Société Jersiaise in Jersey, Channel Islands, contains a document of 1843 which is an agreement to mine copper at la Moye, on the southwest coast of Jersey. It is of interest because prior to this date there are no records of mining having taken place on the island. Elsewhere, especially on Sark, there had been sporadic interest in mining, and on Sark, Herm and Guernsey the 'Channel Islands Mining Boom' was in full progress around this time (Mourant and Warren, 1933; Laffoley, 1985). Later lead-zinc ore would be mined at le Pulec, on the north-west tip of Jersey in the early 1870's (Mourant and Warren, 1933).

As far as is known, this agreement represents the only extant mining agreement in the Channel Islands, although some information exists on the terms agreed for the Sark's Hope Mine (rental of one pound sterling and 6% or 1/17th part of the ores or minerals raised: Laffoley, 1985). In an island with no mining tradition, this agreement therefore represents an attempt to create a suitable legal framework for a mining operation, no doubt with a strong Cornish flavour. It will be noticed that great emphasis is placed on the granite quarrying clauses on the same property, as this would have been of considerable economic importance (see 'Discussion' below). Another interesting clause concerns the situation if the mines are not worked for five years by the lessee. In this case the landowner can work the mines himself for a period of three years, after which the lessee can give six months notice to resume work!

It must be remembered that in a small island where land is in such short supply, even these days it is necessary to cultivate to the utmost extent and to bring before the supreme court of the island (the Royal Court) all transactions involving land and to obtain from that court unassailable title to every piece, even if it is of negligible value (Stevens, 1965.) Many thousands of documents referring to sale or exchange of fields, leases of land and buildings and division of estates, all of which came before the Royal Court, still survive in Jersey. It is therefore no surprise that this agreement should be drawn up in such a formal fashion, although it does not appear to have been intended for the Royal Court. This is presumably because of its unusual nature.

The document itself is hand written and is unsigned. It may be a draft, as in a few places errors, mainly in regard to names of the parties, have been scratched out. As far as possible the document has been transcribed exactly with regards to spelling, capitalization and punctuation. However, on the original, the individual paragraphs are often not clearly separated and in the transcription this has been changed to aid clarity.

THE AGREEMENT

Island of Jersey

Agreement made and entered into between Mr. Edward Maret of St. Brelade's parish in this Island and Mr. William Daniel, of Penzence [sic], of the other part. The said Mr. Edward Maret hath by the presents for him and his heirs or assigns granted unto the said Mr. William Daniel for him and his heirs executors, administrators and assigns a lease or demise of all and singular the mines, layers veins or seams of Copper or other mineral or discovered or which shall or may hereafter be discovered, found or opened in, under or upon a certain piece or parcel of unenclosed ground belonging to the said Mr. Edward Maret situate at La Moi in the Parish of St. Brelad's, in the said Island of Jersey, and on which Mr. George le Gresley has built a house and on which there are also stone quarries with full power and liberty for working, raising and disposing of the produce of the same at and under the conditions, covenants and agreements hereafter explained and contained.

And also with full and free liberty to the said Mr. William Daniel his heirs executors, administrators and assigns from time to time and at all times during the continuance of this lease to enter or the premises now let and there to dig drive shafts and make pits, trenches or sluices and to lay and make any rails or other ways or roads for working, raising, carrying or procuring the produce of the said Mines or part thereof, together also with the like power at his or their free will to place, build or construct such Engines, houses, and other conveniences as he or they may think proper. It being understood and agreed, that such works shall not interfere so as to cause any injury to the stone quarries now opened on the same ground in which the said mines are intended to be and that such works shall not cause any injury to the house erected on the said premises which are now in part occupied by Mr. George Le Gresley; and that this Grant or Lease has only reference and only Concerns the copper or other Mineral Mines which are or shall be opened on the said Ground; the said Mr. Edward Maret reserving the enjoyment of the whole of the premises in other respects, for Stone Quarries building, cultivation or any other use he may think proper. To have and to hold the said Mines and all and singular the premises hereby granted and devised with all the appurtenances necessary for carrying on the said works which can given by the said Mr. Edward Maret as owner of the said ground from the first day of June one thousand eight hundred and forty three for and during the full term and space of sixty years thence next ensuing to be fully completed and ended.

Yielding and paying unto the said Mr. Edward Maret his heirs or assigns two and a half percent on the whole produce or one fortieth part of the copper or other metallic ore or the value of the fortieth part of all that shall be taken away or disposed of from the said Mines the said part or shares. Coming to the said Mr. Edward Maret free from all expenses or charges what ever; the said William Daniel or his assigns giving just and faithful accounts of

each sale of such ore or other Mineral substances to the said Mr. Edward Marett his heirs or assigns or his or their agents.

The said Mr. Edward Marett to have the granite or other building stone which may be quarried or taken out of the said mines if he chooses to take such stone, and to be at liberty to raise ship or carry away such stone or other stone quarried on the premisses, in the intended works, or in his own quarries, by such quay or landing place as may be made on or near the aforesaid works.

The said parties to be at liberty to sell, grant, let, assign or set over or otherwise Dispose and part with their interest or with any part of the interest which they have in this lease or agreement without any further consent from either of them, their assigns, or persons holding a right from them, being subject to the performance and liabilities of this present Agreement or Lease.

And it is further agreed that should the works begun on the property above described extend over the property adjoining that of the said Mr. Edward Marett or that which now stands in his name as owner, the said Mr. Daniel or his assigns shall have a right of carrying the produce of the said works over the property of the said Mr. Edward Marett or that which now stands in his name in such roads, passages or [illegible] as may be made thereon and should any buildings be erected on the said premisses such buildings shall be at the end of this lease the entire property of the said Edward Marett his heirs or his or their assigns.

And it is further Covenanted and agreed that should the working of the said mines be discontinued for the space of five years the said

Mr. Edward Marett or those having right from him shall be at liberty to raise ship or carry of the said Mines buildings and edifices erected on the said Ground for the space of three years during which time they shall have full power and liberty to work or cause the said Mines to be worked for their own benefit, and Continue in possession after the expiration of the said three years until they receive a notice in writing from the said Mr. Daniel or his assigns that they intend to go on with the said works, after which notice they shall be bound to give up the possession in six months of the said Mines and buildings the said buildings to be left in as good order as when they took possession of the same, usual wear and tear excepted.

And should there be at any time during the continuance of this lease or Grant any difficulty variance, doubt or controversy between the parties respecting the said mines or anything contained in this agreement or which may not have been foreseen or regulated in this agreement Such differences shall be and are hereby agreed to be referred to the decision of Arbitrators chosen two by each of the parties, with power to the said Arbitrators to call a fifth as umpire and their award to be final and binding between the parties.

The said Mr. Daniel or his assigns to be at liberty to quarry stone on the Ground, at their expense for building a quay, house or any other building they may think proper without any charge whatever.

The said parties mutually agree to have this present agreement duly registered in the public register of this Island.

In witness where of the parties have hereunto set their hands in Jersey aforesaid, (where stamps are not used) in the Year of our Lord one thousand eight hundred and forty three twenty-ninth day of May.

DISCUSSION

Appended to the agreement is a recent note to the effect that on 12th April, 1843, L'Impartial, a local newspaper, reported that a vein of copper ore had been found 200 yards from the sea in a granite quarry belonging to a Mr. Le Gresley. It was suggested that it might be worked, and information on the agreement, dated 29th May, 1843, was given. The map of Jersey made by Godfray in 1849 shows that the granite quarries at La Moye belonged to a Mr. Ramié. He is also shown as owning several adjacent properties. A house just to the north of the quarries belonged to Mr. I. Godfray.

There is no evidence that any copper was ever produced from the property. It is possible that the mineralisation may have been first located by the indefatigable promoter of the Sark mines, John Hunt. In 1837 the Mining Journal reported that he had been making some mineralogical researches in Jersey, which had resulted in the discovery of veins of copper and tin (Mining Journal, 1837a). We can be fairly certain that the copper ore referred to in this agreement was found in the La Moie quarry near la Corbière, and there are several records of copper minerals from this quarry (Mourant, 1978). These include azurite, bornite, and malachite which occur in altered granite (Teilhard de Chardin and Pelletier, 1911). The author has, however, never seen the mineralisation in situ, and as the quarries have long been closed and are now occupied by the island's desalination plant, it is not possible to estimate the extent of the mineralisation. Further to the west, a small adit was driven for a few metres long a joint plane and traces of copper minerals have been recovered (Dr. G. P. Misson, oral communication). In addition, there appears to have been an attempt to mine a patch of magnetite veins in the granite in the 1830s (Robinson, 1955; Mourant, 1978). However, the two latter ventures were not of any importance.

Notwithstanding the lack of any recorded production or

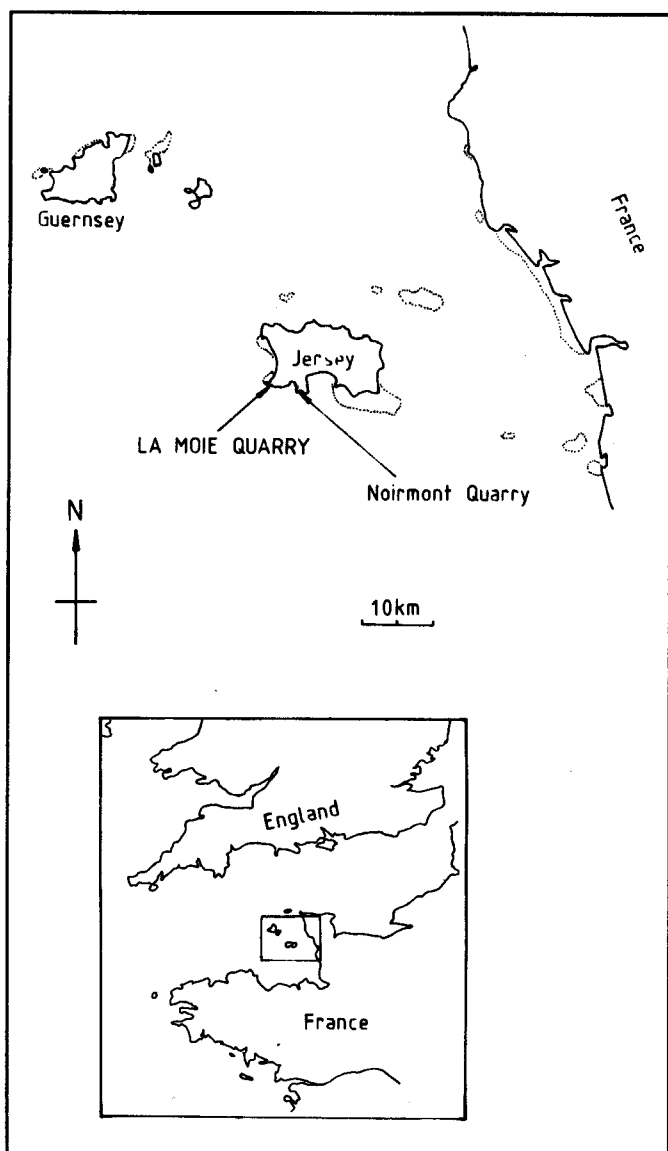


Fig.1. The Channel Islands, with localities referred to.

successful mining ventures in Jersey in the first half of the nineteenth century, there was obviously an interest in the possibilities. For instance, in 1845 it was proposed to form the Isle of Jersey Railway Company, and in the prospectus it was noted that 'the Islands of Jersey and Guernsey possess several very fine iron, lead, and zinc mines, and coal strata that have not hitherto been worked' (Mining Journal, 1845). This should be taken with a pinch of salt as there is no coal in the Channel Islands. However, the Jersey (Western) Railway (1884-1937) was later linked to the la Moie quarries.

The writer is in the process of researching the history of the granite industry in the Channel Islands, but it is already clear that the granite quarrying industry was extremely important both as a local construction material (Stevens, 1965) and as an export, especially from Guernsey. The vast volumes of stone exported as 'Stones of Guernsey etc.' are recorded at the Public Records Office, Kew in the CUST5 ledgers. The granite saw many uses, but was obviously prized for kerb stones and general road and paving purposes (e.g. Mining Journal, 1846a, b). An idea of the magnitude of an operation may be gained from the Noirmont quarries, to the east of the la Moie quarries, where in 1837 four hundred men were being employed to quarry the granite for the new Houses of Parliament in London (Mining Journal, 1837b). On the basis of evidence visible today, the la Moie quarries were probably larger than the Noirmont quarries. The aerial cableway to take the granite to the foreshore for shipping was much larger at la Moie than at Noirmont, and the upper winding house at la Moie is still an imposing building.

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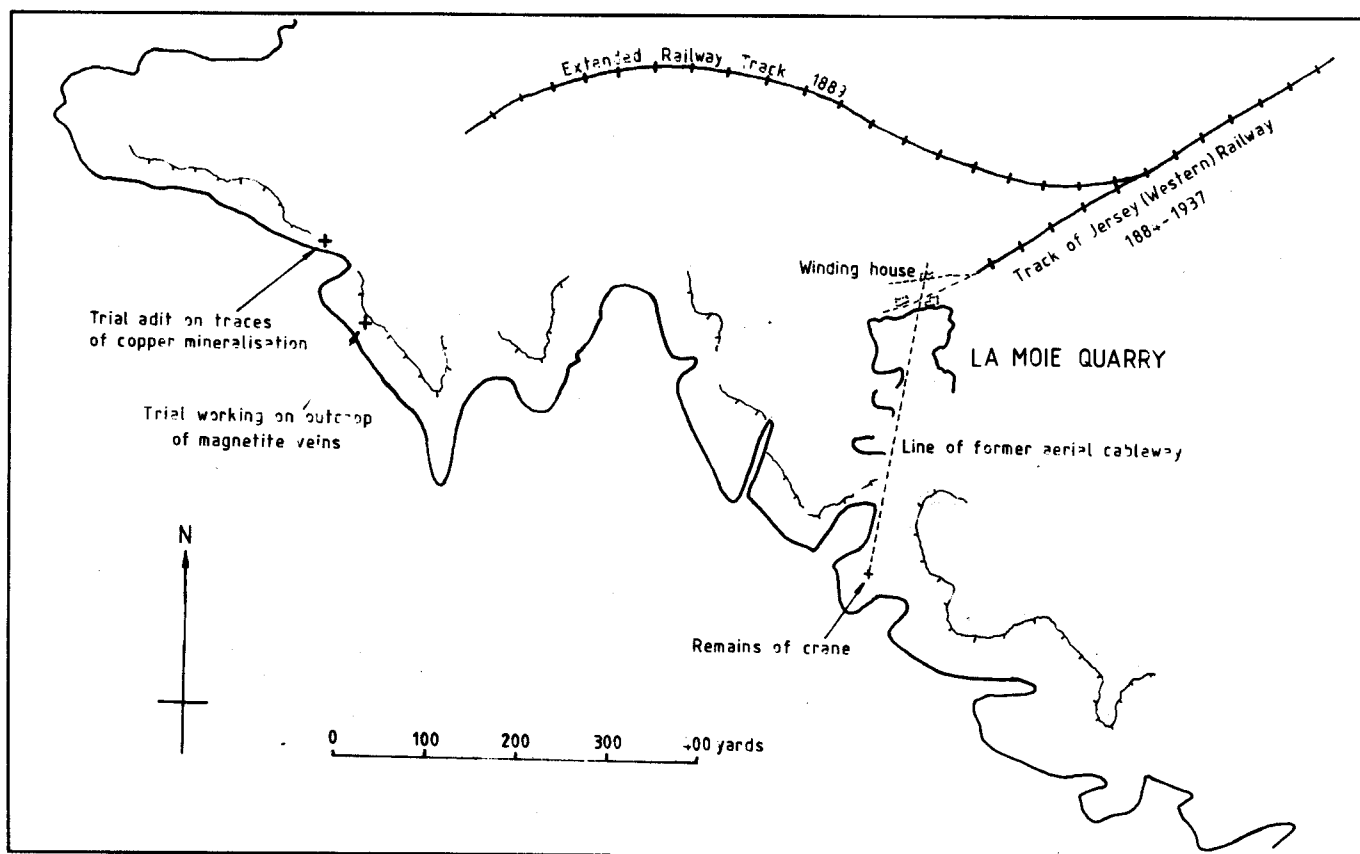


Fig.2 The La Moie quarry area. Topographic information from Stevens and Stevens (1986).