



## [Background to the Loch Shell Clearances]

After the aborted attempt to evict the 323 crofters of Lemreway and Orinsay in 1842, a new dimension came into the Loch Shell evicting drama when the Lewis Estate and the Loch Shell crofters adopted a negotiating posture. In these protracted negotiations their legal agent, the notorious Donald Munro, represented the Lewis Estate and the Loch Shell crofters' representative was Lewis Maciver of Gress, which, on the face of it, was odd, because he had the reputation of being himself an oppressor of the crofters.

A document among the Seaforth papers shows that in 1822 Lewis Maciver's crofter tenants in Gress complained to Seaforth of having been dispossessed of their land twice in as many years, and sent to the edge of the township for no reason, although they had paid their rent promptly on the due date.

On looking closer at the affairs of Lewis Maciver, we discover that he was not only the Tacksman of Gress, but he also had a house in Stornoway where he was a merchant as well as a fish curer, hence his interest in the fishermen of Loch Shell, as we see from the following quotation from the Sheriff Court records in Edinburgh:

The Lewis Estate instructed their agent (Donald Munro) to enter into a written agreement with the respondent (Lewis Maciver), who had been acting for the Loch Shell tenants, and who had unfortunately mixed himself up with them by his profession of fish curing and merchant.

At that time it was normal practice for fishing crews to enter into a seasonal agreement with an individual fish curer, whereby boat crews undertook to sell their whole seasons catch exclusively to the one fish curer, in return for a pre-arranged guaranteed price for the whole season. That was the system that prevailed until 1884, after which the catch was sold by auction, as at present. Also, fish curers and merchants often extended credit and stood as security for bank loans for the purchase of boats and fishing gear.

It appears that Lewis Maciver and the Loch Shell crofter/fishermen were involved in their mutual business interests of fishing, and that it was not in the best interests of either party, that the fishing crews be broken up and scattered throughout the Island and possibly further afield. That explains why he was acting on their behalf.

The original terms put forward by Donald Munro for a written agreement between the Lewis Estate and the Loch Shell crofters stipulated that all the crofters had to leave the Loch Shell area by the 1<sup>st</sup> May 1843 and that they were not allowed to sow any crops that year. The crofters refused to sign that document and there followed a protracted period of haggling between the two parties.

Eventually the agreement was modified by allowing the crofters an extra month and permission to sow a crop for that year, if they could secure it. They had to leave by 1<sup>st</sup> June 1843, together with their stock and all their possessions. Their houses had to be demolished, but they were allowed to leave their barns standing and one person from each family was to be allowed to stay behind to protect and weed the crops and live in the barns.

The Estate Factor reserved the right to nominate the persons who were to remain behind. Provision was also made for the return of some of the other evicted crofters in order to harvest the corn and lift the potatoes, but only as fixed by the Estate factor. The whole crop and the last of the guardians and all their possessions had to be out finally by 1<sup>st</sup> November 1843.

If the crofters failed to go by the agreed date Lewis Maciver and the Loch Shell crofters were to be jointly liable to pay a fine of £50, and furthermore Mr Maciver was to be responsible to see that the crofters paid their rent of £70. Of course, Mr Maciver was in a position to take these sums of money into consideration when he came to draw up the end of season financial settlement with the fishermen. Once again the terms of the proposed agreement were not acceptable to the Loch Shell crofters and they refused to sign it.

Mr Maciver pled for flexibility, pointing out that the crofters could only remove top-heavy loads in small open boats when the weather permitted, and that the fall of the year, and the equinoctial gales, were not a very favourable time to work to a pre-arranged timetable in these dangerous waters.

There was also the vital question of where were these men, women and children to go after they left their homes and land at Loch Shell.

After considerable correspondence between the Lewis Estate and the Loch Shell crofters, as well as special messengers shuttling back and fore between Stornoway and Loch Shell, the Lewis Estate wrote, on 2<sup>nd</sup> May 1843, only one month before the crofters were due to leave Loch Shell, as follows:

The Estate is not bound, and we are not under any obligation to provide lots (crofts) for the tenants of Lemreway and Orinsay, but in order to render the removal as easy as possible, the Estate Agents furnished the Respondent (Lewis Maciver) with 48 lots that were kept open for them in various parts of the Island.

The humiliating way the Lewis Estate was treating the Loch Shell crofters is clear from the above written statement and it is no wonder the Loch Shell crofters refused to sign the proposed agreement, because it failed to provide sufficient alternative accommodation, and the limited number of lots that was offered were in various parts of the Island, which was likely to split up fishing crews and families and even possibly force the sale of some share-owned boats. It is also a well-known fact that by the device of imposing additional crofters on the existing villages by sub-division of crofts, the Lewis Estate created overcrowding and reduced the use of crofts, while at the same time increasing the rents. Forty-eight crofts in various parts of the Island would therefore be under suspicion.

In the end it appears that the crofters themselves took the initiative, because only three days before they were expected to abandon their homes and land at Loch Shell, the Estate wrote to Lewis Maciver on 1<sup>st</sup> June 1843 indicating that the Estate understood that either Mr Maciver or the Loch Shell crofters themselves appealed to Donald Stewart of Luskentyre, Harris, to give up the lease of the Tack at Crossbost as a crofting township. Donald Munro's letter on behalf of the Estate Trustees continues:

The Trustees would not be against negotiating a transfer of the Tack of Crossbost to the Loch Shell crofters, and thereby add to the leniency, great mercy and forbearance which have already been shown to these crofters. While any croft the Estate may give to these tenants must be held as a voluntary act on their part and forms no element in the agreement of June 1842 or March 1843. I write this without prejudice to the Trustees claims under said agreements and to the proceedings which they may adopt in reference, in the event of the tenants not moving on the 1<sup>st</sup> June 1843, all of which hereby reserved entire.

Donald Stewart of Luskentyre, Harris, (an Stubhartach mor Ruadh). The big red-headed Stewart, as he was known to the crofters of Loch Shell when he was tenant of Park Sheep Farm, before he moved to Harris, when his two brothers, Alexander and Archibald, took over the tenancy of Park Farm. Donald Stewart is remembered in Park, as in Harris, as a cruel oppressor of the crofter population. Nevertheless, on this occasion, he was magnanimous and he agreed to stand aside and let the Loch Shell crofters negotiate with the Lewis Estate for their occupation of Crossbost as a crofting township. The crofters of Loch Shell were now involved with the three most notorious Tacksman in the history of Lewis and Harris.

Donald Stewart had a subtenant in Crossbost, Kenneth Mackenzie (Coinneach Bàn a Chro), he moved across Loch Erisort to Crobeg where his father-in-law, John Macdonald, originally from Loch Carron, was the Tacksman at that time. Incidentally, may we mention in the passing, that it was the above John Macdonald of Crobeg who composed the well-known Gaelic song, Mo Mhairi Laoghach (my winsome Mary). The subject of the song was his wife, Mary Ross Maciver of Stornoway. The song has a place in 'Sàr Obair na Bard Gaidhealach'; there is also another version of Mo Mhairi Laoghach:

Ho mo Mhairi Laoghach  
'S tu mo Mhairi bhinn  
Ho mo Mhairi laoghach  
'S tu mo Mhairi ghrinn

The Lewis Estate agreed to the Loch Shell crofter's suggestion to transfer the Tack of Crossbost from Donald Stewart, Luskentyre, to them. No sooner was that agreed than the Estate officials (na earraidean) were back to harass the crofters, as confirmed by Donald Mackenzie 1817-1892, who was at that time a 27 year old member of one of the families evicted from Orinsay, and he and his family moved to 24 Crossbost. Subsequently he testified as follows, before the Napier Commission of Enquiry in 1883.

Our first complaint was to be driven away from Loch Shell 40 years ago, when our fires were drowned on the hearths by officers of the Estate, and the people were fined £50 sterling for not leaving the village on the appointed day. Crossbost, to which our family was sent, was much smaller than the place we left, and there was only one house there before we came. None of it was cultivated, except a little patch in the middle. Loch Shell was a good place, with a good outrun where we had plenty of cattle and sheep. Our family had four milking cows and several young beasts and 50 sheep, but that did not last long.

Mr Mackenzie's last comment 'but that did not last long' referred to the way the crofters of southern Park were hounded from place to place continually ever since the Park Sheep Farm was set up. His own family were already

evicted from Buthinish on the southern shores of Loch Shell, and now they were being evicted again from Orinsay.

Mr Mackenzie concluded his evidence to the Napier Commission by saying that he and other people from Crossbost would like to return to Loch Shell. Incidentally, about eight years later in 1891, a boat with 18 men sailed from Crossbost to Orinsay from which they were evicted 48 years earlier, with the intention of resettling there. On reaching Orinsay they re-roofed some of the least ruinous of their former houses and cultivated some ground. However, the Estate and the law moved fast arrested them and they were tried at Stornoway under the Trespass Act (Scotland) 1865 and sentenced to 14 days imprisonment at Inverness.

Mr Mackenzie's statement, that 'their fires were drowned on the hearths by officers of the Estate' illustrates the inhumanity of the Estate and its employees. It is not difficult to imagine the fear and terror those vandals subjected the children, senior citizens and possibly bedridden people to, as they forced their way into these humble thatched houses with buckets of water to drown the fires on the hearths in the middle of the floor, thereby raising clouds of steam, smoke and peat ash in the dimly lit houses.

One can imagine the terrified and bewildered children screaming and crying and clinging to their mothers' long skirts, because they could not be expected to understand the actions of these strangers who suddenly invaded the privacy of their cosy homes. Obviously, the crofting community were people without rights in their own country in the 18<sup>th</sup> and 19<sup>th</sup> centuries. They had no legal protection against the excesses of the land-owning class.

[ends]

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Author: Angus Macleod

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