



## [Background to the Loch Shell Clearances (1843)]

It was at this stage that a new dimension came into the drama at Loch Shell, when one of the least likely people on the Island took up the cause of the deprived crofters of Lemreway and Orinsay. Lewis Maciver, the Tacksman at Gress, who himself had an unenviable reputation for oppressing crofters on his land; his crofting tenants raised numerous complaints against him for his harsh treatment of them. In 1822 his tenants at Gress complained to Seaforth of having been so dispossessed of their lands twice in as many years for no apparent reason. Their rents were duly paid up.

At first sight it is difficult to understand why Maciver should champion the remote crofters of Loch Shell; was it altruism, or did he have an ulterior motive? Actually, Lewis Maciver was not only the tacksman at Gress, he was also a Stornoway merchant and fish-curer, and he had a second house in Stornoway. The obvious explanation therefore was that Maciver was involved with the Loch Shell crofter/fishermen in his capacity as merchant/fish-curer, and it would be in his best interests to prevent the fishing crews from being broken up and scattered throughout the Island in various townships.

That is confirmed in the Sheriff Court records in Edinburgh, where it is stated that the Lewis Estate instructed their Agent Donald Munro to enter into a written agreement with the respondent's agent (Lewis Maciver) who had unfortunately mixed himself up with the crofters by his profession of fish-curer and merchant.

Fish-curers and merchants were in the habit of extending credit and sometimes guaranteeing bank loans for the purchase of boats and fishing gear for fishermen. Also, at that time, the normal practice was for fishermen to enter into a seasonal arrangement with a fish-curer, whereby each boat undertook to sell their whole season's herring catch exclusively to the one curer in return for a pre-arranged guaranteed price for the whole season. The practice continued into the 1880s, when selling the catch on the open market by auction commenced.

It is quite obvious that there was a close relationship between Lewis Maciver, the merchant/fish-curer, and the crofter/fishermen of Loch Shell. It is most likely that there was a signed agreement between the fishermen and Lewis Maciver for the herring fishing season just beginning in May/June 1842. Also, if, as was likely, the Loch Shell fishermen were in debt to Lewis Maciver, it would be in Mr Maciver's best interests to keep the fishing crews together and in a position to continue fishing.

In any event an agreement was drawn up as per the instructions of the Lewis Estate management. The agreement was between the Lewis Estate, with their agent Donald Munro acting for them on the one hand, and Lewis Maciver representing the Loch Shell fishermen on the other hand. The agreement provided for Lewis Maciver undertaking to bind himself over to pay a penalty of £50 from his own pocket if the tenants of Loch Shell failed to clear out from both Lemreway and Orinsay before 1<sup>st</sup> May 1843. That gave the crofters a breathing space of about 11 months. Mr Maciver also had to guarantee the crofter's annual rent amounting to £70. Both these penalties amounted to a total of £120, which was a considerable amount of money at that time, probably equivalent to thousands of pounds in today's money values. That was an indication of the deep involvement of Mr Maciver with the crofters of Loch Shell. Of course, Mr Maciver stood to lose nothing if he kept the crofters of Loch Shell in business as fishermen. He would deduct his expenses from the fishermen's square up at the end of the season.

The original agreement provided for the Loch Shell tenants to leave by 1<sup>st</sup> May 1843 and they were prohibited from sowing any crops that year. The tenants, however, refused to sign on these terms and there followed a long period of wrangling between Donald Munro and Lewis Maciver.

Eventually the original agreement was modified to give the tenants an extra month till 1<sup>st</sup> June 1843 as well as permission to sow season's crops if they could secure it. The tenants and their families, with their stock and all personal possessions had to leave by 1<sup>st</sup> June 1843, but they could leave one person from each family behind in order to protect and weed the growing crops. Those left behind were to be nominated by the factor and they were to live in their barns, as the houses had to be destroyed not later than 1<sup>st</sup> June 1843.

Provision was also made in the agreement to allow for the return of some of the evicted tenants in order to harvest the corn and potatoes, but only as fixed by the 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. By that time the winter gales were upon them and Mr Maciver pleaded for some flexibility. He pointed out that the tenants could only remove their crops when the weather would permit them to go with their small boats with top heavy loads. Anyone with even a superficial

knowledge of winter conditions in the Loch Shell area well understands the danger of venturing out into the open sea with a top heavy load in a small boat. The numerous drownings of life-long experienced fishermen in that area is ample evidence of the danger. Nevertheless we are unable to find any evidence to the effect that the Lewis Estate modified their rigid timetable in any way. The agreement stated that any deviation from the whole terms of the agreement would render it invalid and Lewis Maciver and the said tenants would be conjointly liable to a fine of £50.

Some, if not all, of the Loch Shell tenants were still dissatisfied with the terms of the agreement and they refused to sign, notably, Kenneth Mackenzie, John MacIannan, Angus MacIannan, Duncan Macmillan and others. Considerable correspondence passed between Donald Munro and Lewis Maciver. Eventually a special messenger was sent to Loch Shell with a letter to Peter MacEwan, the Schoolmaster, so that he could try and get those who had not signed the agreement to co-operate. None of the dissenters came forward and presently another messenger was sent to Loch Shell for the same purpose, but the people still refused to sign. Apparently one of the contentious points at issue was the fact that the Estate refused to provide alternative landholdings for the people.

As late as 2<sup>nd</sup> May 1843, which was less than a month before the final date for the evacuation of the two townships, the Lewis Estate was still asserting:

That they were not bound, and that they came under no obligation to provide new lots for the tenants of Lemreway and Orinsay, but in order to render the removal as easy as possible the Estate Agents are furnishing the respondent (Lewis Maciver) with a list of 48 lots that were open for them in various parts of the Island of Lewis.

Again this last minute offer was not acceptable for several good reasons. In the first place 48 lots were insufficient to accommodate all the families that were being evicted and what was to happen to the families for which there were no lots provided?

In the second place if they did accept the offer, it meant that the whole community was to be broken up and scattered throughout the Island. Boat crews would be separated, families and relatives would be separated and the communal spirit would be broken up.

Also the tenants of Loch Shell were well aware that the usual practice of the Lewis Estate was to impose evicted families on existing townships by sub-dividing crofts that were already too small, thereby causing overcrowding. There was a critical shortage of vacant crofts in Lewis at that time as well as a rising population and widespread evictions, and therefore the indications were that the 48 lots on offer in various parts of the Island were probably sub-divisions of existing crofts as well as dispossessions of some poor unfortunate families like themselves.

On 29<sup>th</sup> May 1843, only three days before the crofters of Loch Shell were due to abandon their homes, Donald Munro, the Lewis Estate Agent, wrote a letter to Lewis Maciver, as follows:

As I understand that either you or tenants of Loch Shell appealed to Donald Stewart of Luskentyre to give up the farm of Crossbost, leased by him from the Lewis Estate, to these tenants I beg of you to inform me if my information is correct, for if it is, and it is at all possible, I am disposed to think the Lewis Trustee's would not be against negotiating with Mr Stewart to take the farm off his hands immediately for the above purpose, and thereby add to the leniency, great mercy and forbearance which have been already shown to these tenants. While any lots which the Trustee's 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 Trustee's claims under the said agreements and the proceedings which they may adopt in reference, in the event of the tenants not moving on 1<sup>st</sup> June 1843 all of which are hereby reserved entire.

It is clear from the above letter that it was not the Lewis Estate, but either the Loch Shell tenants themselves or their representative, Lewis Maciver, that took the initiative and consulted Donald Stewart of Luskentyre (an Stubhartach mor Ruadh), who was well known to the crofters of Park, because it was Park he came to originally as a shepherd, and subsequently he rose to the position of tenant of the Park Sheep Farm, where, it was said, he accumulated a lot of money that enabled him to take over the tenancy of the farm at Luskentyre in due course.

Donald Stewart of Luskentyre had a reputation of being an oppressor of the crofters of Park when he was there, but it was in Harris that he excelled himself by ruthlessly clearing the crofters from the West Coast of Harris. In Borve, Harris, in 1839 he caused the fires on the hearths to be drowned with domestic milk while the thatch was ripped off the houses with hooks and even the roof timbers and the thatch was collected and burnt, until there was nothing left but the blackened shells of the once hospitable homes.

It is ironical that the crofters of Loch Shell, through no fault of their own, became at one and the same time, with the three most notorious tyrants in crofting history in Lewis. It is more ironical that two of these tyrants came to the

rescue of the crofters in their hour of need and showed great magnanimity and kindness, by saving them from a worse fate at the hands of Donald Munro, the biggest tyrant of them all.

Donald Stewart gave up his lease of the Tack of Crossbost and his sub-tenant there, Kenneth Mackenzie (Coinneach Bàn a Chro), the progenitor of the Mackenzies of the Stornoway wool mill of that name, moved across Loch Erisort to Crobeg Farm, where his father-in-law, John Macdonald (Iain Mhurchaidh Ruadh), a Lochcarron man, was a Tacksman. Iain was a Bard and he was the author of the well-known Gaelic song 'Mo Mhairi Laoghach', 'ho my winsome Mary'. The subject of the song was Mary Ross Maciver of Stornoway who became Iain's young bride at 'Scoraig', near Lochcarron. There was only one dwelling house in Crossbost, and it was sited where Croft No.6 is at present.

The valiant resistance by the crofters of Loch Shell played an important part in the eventual emancipation of the Highland crofting community in the same way as did various other episodes of crofter resistance throughout the Highlands and Islands.

At the time, however, we now know that the position of the Loch Shell crofters in 1843 was stronger than perhaps they realised. The Lewis house of Seaforth was in its last few months and the Lewis Estate was on the market and it changed hands in 1844 when Sir James Matheson bought it. The Seaforth management were not prepared to call in the military for fear of devaluing the Estate. If, therefore, the crofters of Loch Shell had only called the bluff of Donald Munro and the Estate management, their history might have been very different, because they were likely to win the argument and they might not have been evicted before the Estate changed hands.

It seems that what actually happened, according to the 1883 Napier Commission evidence at question 17675, when Donald Mackenzie, 1817-1895 (Domhnuill Ruadh Iain ic Alastair) who would have been aged about 26 years when he and his father's family were evicted from Orinsay in 1843, and they went to live at 24 Crossbost, was that the hated and heartless estate officials (na earraidean) descended upon the Loch Shell crofting community in 1843 and commenced to drown the fires in the middle of the floors of the thatched houses with buckets of water.

Our first complaint was to be driven away from Loch Shell 40 years ago. The fires were drowned on the hearths by the officers of the estate. We were fined £50 sterling for not leaving the villages on the appointed day. The people of the two villages were put to a smaller village than either of the two we were driven from.

It is difficult for us to imagine strangers coming into our homes and commencing to drown our fires with buckets of water, thereby raising clouds of steam, smoke and peat ash in a dimly lit thatched house with the fire in the middle of the floor. The children would be terrified and screaming in fear and bewilderment and clutching at their mothers' skirt and pleading for protection from the intruding vandals into their warm and hospitable homes.

Apparently the crofters had not left Lemreway and Orinsay by the date appointed by the Estate and therefore they were fined £50 sterling. Obviously everybody was not equal in the eyes of the law in Lewis in 1843.

[ends]

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Date:

Original document title: Lewis Maciver of Gress

Location in physical archive: Series A, File 3, Section 6

NRAS reference: NRAS 4336/1/1/14

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