The book cover features a traditional marbled paper pattern with swirling, wavy shapes in shades of blue, red, and yellow. A central rectangular label with a red background and a gold border contains the title text in gold capital letters. The text is arranged in six lines, centered within the label.

MINUTES & RESOLVES
OF THE EXECUTORS
OF THE LATE
SIMON M^CTAVISH ESQ^R
IN CANADA

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Saturday 15th July 1804.

At a meeting of the Executors of the late
Simon M^r Jarvis, Esquire, held this day,
were present -

Joseph Frobisher
Isaac Todd } Executors
James Reid }

and
M^r Simon M^r Gillivray.

It being thought necessary at this
moment to take under consideration several
matters respecting the Estate of the deceased,
and to determine thereon as far as circum-
stances shall require, until a fuller meeting
of the Executors can be had, it was therefore
agreed as follows -

That the funeral expences of the deceased
and other demands against his Estate, be
immediately paid off, and to avoid confusion
and inconvenience, it is also agreed that
M^r Reid shall receive and examine all the
accounts that may be brought in against
the Estate of the deceased, and on behalf of
the Executors give an order on the House of
M^r Jarvis Frobisher and Co for the payment
thereof

thereof, and of all monies that may be required for the workmen employed about the House at the Mountain. —

It being also necessary, that some determination should be taken whether the building of the house at the mountain shall be continued, and the work perfected according to the original plan, the Executors upon considering the Contracts made by the deceased with the different workman, and the advanced state of the building at the time of his death, do agree and determine that the said Contracts be carried into effect as far as they extend, and that measures shall be hereafter taken to cover in and secure the building in the most effectual manner. — And it is also agreed, that directions be given to Mr Gilmore, the Inspector of the Work, to procure a new sett of books to keep regular accounts with the workmen, since Mr de Larriv's death.

It is agreed that the following sums be paid to the persons hereinafter named, for their respective services, and who may not produce any specific charge against the Estate —

3

To Doctors Blake Lym and Loedel, for
their attendances, four Guineas each -
To D^r Mountain, five Guineas. -
To Mr. Somerville three Guineas. -
To Mr. Ray for himself & Sexton, two Guineas.
To Mrs. Young, two pounds.
To Mrs. Lunday one pound
To Mr. Langborn three pounds - And
to John Clifton and Betsey Wall two of
Mr. M^r Jarvis's servants, according to his
request during his last illness, there be paid
five Guineas each. -

The above sums making in all £43, 6, 8

And to prevent misunderstanding it
is agreed that the black cloth hung up
in the Presbyterian Meeting House, be
left to the disposal of Mr. Somerville and
his Elders. -

Thursday 26th July 1804

At a meeting of the Executors held this day, were present -

Jos. Frobisher

Isaac Todd

James Reid

It having become necessary to regulate and ascertain from what period the annuity bequeathed to Mrs M Tavish shall commence and the house expences and wages due to servants in the family of the deceased, shall be settled and paid; it was agreed by and with the Consent of Mrs M Tavish, that the said Annuity shall commence and take effect from and after the first day of August next, and that the servants wages and House expences be settled and paid up to that period. And it is further agreed at the request of Mrs M Tavish, that the following sums be paid as a gratuity to the servants of the deceased -

To Peggy Lane - Ten pounds - And to Jenny M'Leod, Margaret Murphy, Anne M'mullen, Charlotte Chunks, Joseph Beauchamps - Joseph Tecteau - Donald M'Gillis - Baby Latreille, and Old Sanscartier five pounds each - making in all £55.-.-

That

5
That there be paid to Mr Langhorn twenty
shillings being the balance still due to him
as appears by his acct he has delivered in.

Tuesday 14th August 1804. —

At a meeting of the Executors held this day, were present: —

William McGillivray
Joseph Frobisher
Isaac Todd — and
James Reid —

Who determined and agreed that for the regularity of the proceedings to be had and taken by the Executors under the last Will and Testament of the deceased, that the said Will be immediately proved by the subscribing Witnesses thereto, and an authentic Copy thereof and of the Probate to be obtained thereon, be transmitted to Mr. Duncan McGillivray in England, for such proceedings thereon as shall be found necessary — and that a copy of the said will be made and delivered to each of the Executors. —

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Wednesday 15th Aug^r 1804

This day the last Will and Testament of the late Simon M^r Jarvis, Esq. was proved before The Hon. The Judges of the Court of Kings Bench for this District, by William Gilmore and Lewis Charles two of the subscribing Witnesses thereto, and Probate granted thereon by the said Judges. —

8)
 Wednesday 12th Sept^r 1804.

It was this day agreed that an Inventory be taken of all the Estate property and effects of the deceased, in order to satisfy the legacy made to Mr^s McTavish, and to dispose of the residue of the moveable property in such manner as shall be thought most advisable.

And as Mr^s McTavish is entitled by Law to be appointed Tutor to her minor children, it is also agreed, that a Petition be presented to the Judges for this purposes, but that such appointment shall be made subject to the restriction contained in the last Will and Testament of the deceased respecting the removal of his children, and also the regulating of their education while there.

The Township of Dorset having been purchased by the deceased for and on behalf of the House of Mr^s Tavish Hobisher & Co from John Young Esq. of Quebec, and the purchase money, and other expences laid out thereon, paid by the said House, but the Deed of purchase being passed in the name of the said late Simon McTavish without any mention of the rights of the other Partners in the said House in that purchase, and the said Executors conceiving the said Township, will be a profitable and

advantageous

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advantageous purchase for the Residuary Legatee
of the deceased and of great value by the time
he comes of age, it was therefore agreed by
and with the Consent of all the Partners of the
said House of Mr Jarvis Frobisher & Co and to
prevent difficulties, that the said Township
be entered in the Inventory to be made of the
Estate of the deceased as belonging thereto,
and that the amount of the purchase
money and all expences laid out upon there-
in by the said House charged to the said
Estate -

Thursday 13th Sept. 1804

This day M^{rs} M^r Jarvis was appointed
Tutrix to the Minor Children of the deceased
and M^r Simon McGillivray Sub-Tutor, —

Thursday 20th Sept. 1804.

The Inventory of the Estate and Effects
of the deceased having been this day made
and closed as far as Circumstances will at
present permit — and it appearing to the
Executors that it will be fit and proper, as
well for their own security, as to avoid
expence to the heirs of the deceased, that the
opinion of the Relations and friends of the
said Heirs, who are now Minors, be taken, to
ascertain and determine how far it will
be adviseable to carry on or compleat the
building of the House at the Mountain,
and to limit as far as may be the expences
to be laid out thereon, inasmuch as the Lands
whereon the said building is erected cannot be
disposed of in any manner so as to draw the
Interest or an equivalent for the monies heretofore
expended thereon by the said deceased. — It was
therefore

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therefore agreed that a Petition be laid before
the Hon. The Judges of the Kings Bench, —
stating the Contracts entered into by the late
Mr. M^r Savish, and the advanced state of the
building at his decease, that thereupon the
opinion of the relations and friends of the
said Minors be had and taken in the premises,
and confirmed by the said Judges. —

And it appearing from the said
Inventory that there are sundry articles in
the Cellar of the Dwelling House in the
Town of Montreal, which cannot strictly
be considered as comprehended in the —
bequest of the Household furniture made
to Mr^s M^r Savish, but as the same are of
inconsiderable value and may be of use to
Mr^s M^r Savish, who now resides in the
said house, it is therefore agreed by and with
the approbation and consent of Mr Simon
M^r Gillivray Tutor ad hoc to the said Minor
Children, that all the said Articles, of which
a list shall be made out, be left for the
use and disposal of Mr^s M^r Savish. —

Thursday 15th Nov^r 1804. —

The Executors taking into consideration the necessity of disposing of the Seignion of Terrebonne in such manner as shall be most productive to the Estate of the deceased and finding that the present revenue of the said Seignion is not adequate to support the expence of an Agent, and make any reasonable return for the great sums of money expended thereon — Considering also, that under the last Will and Testament of the deceased, the Executors are authorised to dispose of his real Estate in such manner as they shall see meet and Circumstances require, They have therefore thought fit, and do agree, to lease the said Seignion of Terrebonne with all the Rents revenues and profits thereof until the Residuary Legatee shall come of age, at and for such reasonable Rent as can be got for the same — And Mr. Henry McKenzie, the present Agent at Terrebonne having offered to take a lease of the said Seignion during the above period at the rate of twelve hundred pounds per annum, and to give security for the due and punctual payment of that sum, provided the House of Mr. Jarvis Frobisher & Co. will assist him by a sufficient credit and advance of Goods, to carry on trade at

Terrebonne

Terrebonne to such extent as they shall see fit, in order that he may be thereby enabled to make good the above Rent, but without which assistance from the said House, he cannot make the above offer - And the said House of W Jarvis Trobisher & Co, with a view to assist the Executors in promoting the interests of the said Estate, having generously agreed to make the necessary advances, and to assist the said Henry McKenzie in carrying on trade at Terrebonne aforesaid the better to enable him to pay the said Rent - The said Executors being convinced that the said offer is the ~~most advantageous~~ ^{best} that can be obtained for the disposal of the said Seigniorie as above stated, and the most advantageous for the Estate of the deceased, do now agree to accept thereof, and cause the necessary Deed of Lease to be made out in consequence -

Saturday 17th Nov^r 1804

This day a deed of Lease was executed by the Executors before S. G. Beck, Public Notary to Mr Henry McKewie of the Estate of Terrebonne with all its revenues for the space of Twelve Years, at the rate of twelve hundred pounds per annum
Rent —

Monday 17th Dec^r 1804

This day Mrs M Jarvis executed a Release and discharge to the Executors and to Mr Simon McGilivray as Tutor ad hoc to her Minor Children, for the Legacy bequeathed to her by the last will and Testament of the deceased, & which she acknowledged to have received in conformity to that Will

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Saturday 29th Dec^r 1804.

The Executors considering the expences which daily accrue to the Estate, by keeping in their own hands and management the farm and lands at the Mountain, entailed by the last Will and Testament of the deceased and that they are not authorised, nor do they think it advisable to carry into effect the many improvements the said deceased had in view to make upon the said Lands, and conceive it will be most advantageous for the Estate to lease the said farm and Lands under proper restrictions, until the present Heir shall come of age — And Mr Lewis Charles having offered an annual rent of seventy pounds for the said premises during the said period which the said Executors think it will be more advisable to accept than to continue the management of the said farm and lands as above mentioned, but as they are not sufficiently authorised under the said last Will and Testament to make so long a lease of the said premises nor to accept of the said Rent for the same without the previous Concurrence of the Relations and friends of the said Heir legally assembled for this purpose — It is therefore agreed that such assembly be had before the Hon. the Judges, as soon as conveniently

may

may be, that the above offer may be submitted to their Consideration and opinion, and the Executors be thereby enabled to act in such manner as shall be considered the most beneficial for the Estate of the deceased.

Monday 31st Decr 1804

A meeting of the Relations and friends of the Minor Children of the late Simon M^r Jarvis Esq. was this day held in consequence of a Petition laid before the Judges respecting the leasing the property at the Mountain to Lewis Charles, when it was agreed that the offer made by the said Lewis Charles for renting the same ought to be accepted, which opinion was confirmed by the Judges and a Deed of Lease made out accordingly.

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Saturday 12th January 1805

At a meeting of the Executors held
this day were present -

William M Gillman
Joseph Frobisher
Isaac Todd - and
James Reid -

The House of Mr Tavish Frobisher has
having this day laid before the Executors
a Statement of the Accounts between them
and the Estate of the deceased, balanced
and closed up to the 30th day of November
last, as far as the nature of their Concerns
will permit, by which it appears
that there was then due to the said Estate
by the said House a balance of Forty
thousand seven hundred and Seventy
three pounds fourteen shillings and
five pence, after charging the deceased
with his proportion of the Outfit of last
Spring to the North West, amounting
to twenty five thousand nine hundred
and ninety nine pounds eight shillings
and two pence, which was made some
time previous to his decease, and in
which his Estate is thereby become interested
until

until the returns of that outfit shall have been realised and ascertained, which will probably happen in two years hence, when the same will be placed to the credit of the said Estate. — That the said Estate is further interested in the profit or loss which may accrue from the winding up of the three North West adventures preceding that of the year One thousand eight hundred and four; in the sale of the Ship — Montreal, and in any further loss that may be sustained in realising the property vested in the trade carried on at Terrebonne, in which the said House of M^r Tarist & Frobisher & Co held a share. — That there has been expended and laid out for the purchase of the Seigniorie of Terrebonne, and the improvements made thereon, a sum of twenty nine thousand nine hundred and twenty eight pounds eight shillings and ten pence; and for the purchase of the Township of Dorset and expences accrued thereon, a sum of Four thousand Six hundred and fourteen pounds five shillings.

And

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And the said House of Mr Jarvis
Frobisher & Co did also state and declare
to the said Executors, that from the
nature of the trade in which the
property of the deceased in the said
House is vested, it will be impossible
to realise the aforesaid sum of Forty
thousand seven hundred and Seventy
three pounds fourteen shillings and
five pence and pay the same to the
Executors of the deceased before the
expiration of the seven years limited by
his last Will and Testament, without a
manifest loss, injury, and inconvenience
to the Estate of the deceased, and to the
Concerns in which he was interested -

And the said Executors Having
examined and duly considered the
said Accounts, are severally convinced
and satisfied that the same are just
and Correct, and do accept and
approve thereof accordingly as
containing a true and compleat
statement of the right and Interest
of the deceased in the Concerns of the
said House, and of the balance it owes

to

to his Estate, as far as the nature of
their said Concerns will now permit,
And it is agreed, that the above
Statement, and declaration made
by the said House, be inserted in the
Inventory of the Estate of the
deceased heretofore made —

Wednesday 27th March 1805.

Isaac Shay who had been employed by the deceased to do the Carpenter work at the House on the Mountain, and who after M. M. Jarvis's death, — completed the same as far as was judged adviseable under the direction of the Executors, having set up a claim against the Estate for a sum of two hundred and twenty pounds damages which he alledges to have sustained by reason of his agreement with the deceased not having been complied with, and by his not being employed to complete and finish all the Carpenter and Joiners work requisite for finishing the said House agreeable to the intentions of the deceased. — The said Executors considering that no written agreement appears to have been made between the deceased and the said Isaac Shay and that they are not authorised, nor do they conceive they ought to pay to the said Isaac Shay any sum of money
 whatever

whatever beyond his charges for the
work done by him, and which have
been satisfied, do therefore reject the
demand of the said Isaac Shay, as
being wholly unreasonable and
unjust —

Tuesday 14th May 1805

At a meeting of the Executors of the late Simon M^r Farish, Esq. held this day were present

Mess^{rs} William M^r Gillivray
Duncan M^r Gillivray
Joseph Trobisher
Isaac Todd, and
James Keay —

Who being assembled in order to take into consideration various matters — respecting the Estate of the said late Simon M^r Farish, and to form resolutions thereon for their guidance in the management of the said Estate, with a view as far as they are able and circumstances will permit, to carry into effect the last Will and Testament of the deceased, and all his intentions, regarding the same, according to the best of their Judgment, and the legal opinions they have received.

It was thereupon agreed and determined as follows. —

First It being ordered and directed in and by the said last Will and Testament, that

none

none of the legacies therein mentioned exceeding one hundred Guineas shall be paid out of the Estate left by the Testator, until seven years at least after his decease, unless — sufficient monies for that purpose shall have been realised therefrom without loss or inconvenience to the Concern or Concerns in which the said Testator was a Partner and a question being agitated thereon whether the House of Mr Jarvis Frobisher and Company, in which the property of the said Testator is chiefly vested, can be held and bound under any construction of the said Will, to realise and pay over to the said Executors the monies belonging to the Testator in that Concern before the expiration of the said term of seven years, and whether it be the right of the said Executors or of the Partners in the said House to determine in what manner and when the said monies ought to be realised and can be paid without loss or inconvenience to the said Concern — The said Executors considering the extensive business in which the said Testator was engaged as the leading Partner in the said House, his zeal in supporting and carrying on the same to the utmost extent, and his unlimited confidence in the Partners of the said House, are well convinced and satisfied that it was his intention that the Partners in the

said

said House should not only have a sufficient time allowed them to realise his property in that Concern, but should be permitted to hold and enjoy the same for the space of seven years at least after his decease, unless they should find it convenient sooner to pay the same to the Executors — Considering also the opinions of Council on this point which strongly tends to confirm this explanation of the above clause in the will and of the Testator's intention respecting the same — It is therefore agreed that the monies belonging to the Estate of the deceased now in the said House, shall remain therein until the expiration of the said seven years, or until the Partners in the said House shall give notice to the Executors, that the said monies or any part thereof can be sooner paid without loss or inconvenience to the Concern or Concerns in which the said Testator was a Partner, At which time only the said Executors conceive they will have a right to claim and receive the said monies, and be bound to apply the same to the purposes of the said Will. —

Secondly

It being provided and determined in and by the said last Will and Testament, that there shall be paid and allowed for the board and maintenance of each of the Testator's children while they remain under the care of their mother

a sum of fifty pounds annually - but the said Executors foreseeing that it will soon be necessary that some of the said children be removed to England for their education, whereby a greater allowance than the said fifty pounds will be required for defraying the necessary expences - attendant thereon, and it being now proper to determine in what manner and from what fund such extra allowance shall be taken and paid - The said Executors pursuant to the terms of the said Will and the opinions of counsel thereon, do agree, that whatever sum of money shall be required for the maintenance and education of any of the said children - exceeding the said annual sum of Fifty pounds shall in the mean time and until their respective legacies be realised and funded in such manner as to raise interest thereon according to the said Will, be paid out of the Legacy left to every such Child, on whose account such extra allowance may be required - And as it will be necessary to employ some person to attend and take care of the said children or any of them upon their leaving this Country and to defray the expence of a Passage for such person to England & other expences that may accrue thereon, and as Mrs M^{rs} Tavish intends soon to go to England with the said children and to take charge of them thither, it is agreed, that there shall be paid out of the Legacies of the said children (to be equally divided among them) a proportionate share of the Expences that may be incurred by Mrs M^{rs} Tavish for a Passage to England, ^{that may} or otherwise arise by her charge of the said children thither - the amount whereof to be thereafter ascertained -

Thurdy

Mordaly

It being doubted whether the payment of the Legacies bequeathed by the said Will exceeding one hundred Guineas, can be exacted before the expiration of the seven Years therein limited, and if it cannot, whether the Legatees or any and which of them, will be entitled to Interest upon their respective Legacies, as some of the said Legacies are made payable at the age of majority of the Legatees, and the Interest on others directed to be applied in defraying the expence of their education — The said Executors considering that according to the terms of the said Will and the intention of the Testator they are not authorized or enabled to call in or realise his property now in the said House of Mr Tavisb. Tobisher & Co. before the expiration of the said Seven Years, do therefore agree and determine, that none of the said Legacies shall be paid before the expiration of the said period, unless monies arising from the said Estate shall be sooner paid by the said House into the hands of the said Executors in which case the same shall be divided paid and applied either pro rata, or in full satisfaction of the said Legacies, according as such monies shall be sufficient to go or extend; That no Interest can legally accrue or be paid upon any of the said Legacies till from and after the time the same shall become due, or monies be received to satisfy them, in manner

as

as aforesaid, except upon the legacies to John and Alexander M^r Tavish, the Testator's nephews and to Miss Sutherland, upon which, Interest shall be annually accounted for and paid from the time of the decease of the Testator, the same being expressly given by the will, and ordered to be applied towards the expence of the education of the three last named Legatees, and whereby the said Testator places himself in loco parentis with regard to them. —

And the said Executors considering also the legacy bequeathed by the Testator to Alexander Grant, now a boy a School, with the particular power given to them to secure pay and apply this Legacy in such manner as they shall see fit; and conceiving it to be most advantageous for the said Alexander Grant that the Interest of the said Legacy should be applied towards the expence of his education in the same manner as the Interest upon the Legacies made by the Testator to his said nephews and Miss Sutherland, It is therefore agreed, that the sum of One thousand pounds bequeathed to the said Alexander Grant shall remain in the House of M^r Tavish Toolish & Co, and that the Interest thereof shall be annually paid and applied to defray the expence of his education until circumstances shall require a different application of the said Legacy, of which the said Executors will judge. —

Fourthly

Fourthly

It being provided by the said last Will and Testament that there shall be paid to Mrs M Tavish annually during her life time a sum of twelve hundred pounds, and that the same be secured to her either upon Real property or in such other sufficient manner as shall raise and secure the aforesaid Annuity - The said Executors in order to comply with the said Will as far as Circumstances will at present permit, and also to pay the said annuity in such manner as will be most suitable and advantageous for the said Mrs M Tavish do now agree and determine, that out of the present Revenue of the Estate of Tenebounne there shall be secured and annually paid to her a sum of Seven Hundred and eighty pounds, also the sum of seventy pounds arising from the Rent of the farm at the Mountain, and that the remaining sum of three hundred and fifty pounds, to compleat the aforesaid annuity of twelve hundred pounds, be paid out of the Testators property in the said House of M Tavish Frobisher & Co by the Executors who are Partners in that House - That as soon as the debts now due upon the said Estate of Tenebounne, amounting to Seven thousand pounds, shall be paid off, the whole of the said annuity shall be secured upon that Estate. -

Fifthly

Fifthly. It being also directed and provided by the said last Will and Testament that the sum of One thousand pounds Sterling shall be held in trust by Hugh Fraser William McGillivray and Duncan McGillivray for the special use purpose and intent of applying the Interest thereof yearly and every year in assisting such of the Testator's Poor Relations in Scotland, as he may have neglected to provide for by his said Will — The said Executors in order to give effect to the intentions of the Testator as far as they can judge thereof by the above bequest, do consent and agree that the said sum of One thousand pounds shall remain in the said House of Mr Farish Tobisher & Co or be otherwise rented and applied, as the said Trustees shall see fit, and that they shall be entitled and authorised to use, apply and dispose of the Interest yearly accruing thereon from the decease of the said Testator in manner as directed by the said Trust —

Sixthly. Inasmuch as by the Laws of Scotland the devise and limitation made by the Testator of the Estate of Dunardry, cannot take effect in exclusion of the absolute right of Inheritance of the heir at Law to the said Estate, and as the said Executors are desirous in every respect to fulfill and carry into effect the intentions of the said Testator as expressed in the said Will

Will, they do therefore determine and agree that in case the Heir at Law to the said Estate, shall refuse when he comes of age, to confirm the devise and limitation aforesaid respecting the entail of the said Estate, the said Executors shall use every means of controul in their power both at Law and in equity to enforce the said Entail in terms of the said Will — And as it will be necessary for the due management of the said Estate of Dunardry and the revenues thereof, that some person or persons be appointed as Tutor or Tutors to William M^r Savish the present Heir, now a minor, untill he shall attain the age for electing his own Curator or Curators; and considering that Mr Simon M^r Gillivray hath heretofore been appointed Tutor to the said Heir and to the other minor Children of the said Testator for the special purpose of representing them at the Inventory made of the Estate and Effects left by the said Testator in this Country, and at the delivery of the legacies bequeathed to Mrs M^r Savish by the said Will, It is therefore thought fit and proper that the said Simon M^r Gillivray, jointly with John Fraser, Esq. of London, and Hugh Fraser, Esq. of Broughtmoney be appointed Tutors
to

to the said William McTavish for the purpose
aforesaid; and in case of the refusal of any of
the said Gentlemen to accept this charge, that
some other person be appointed in his room -

Seventhly - It being a matter of the greatest moment
that every care and attention be had to the
education of the Testator's Children, upon
their removal to England, and considering
that none of the said Executors, except John
Fraser Esquire, constantly resides in England
and that he is a person well acquainted with
the proper course to be used in this respect, the
said Executors therefore hope, that as the friend
and one of the Executors of the deceased he will
accept of this charge - and it is agreed that
the said John Fraser, and such of the other Executors
as shall happen from time to time to be in London
shall have the charge care and management
of all matters and things touching the proper
course of education to be followed respecting all
or any of the said Children, provided that
nothing be done herein contrary to the Consent
and approbation of the other Executors - and
it is recommended with regard to the said
William McTavish that he shall receive the
best education that can be procured -

Eighthly

Eighthly

The said Executors having received communication of a claim made by the said Hugh Fraser for a sum of one hundred pounds to be annually paid him out of the Estate of the deceased, to defray the expences of the education of his Grand children, in consequence of two letters addressed to him by the Testator containing a promise to this effect — Are unanimously of opinion and do agree that this mark of gratitude in the deceased cannot operate an Obligation on his Estate, nor raise a Debt which the Executors can or ought voluntarily to satisfy — That however desirous the Executors feel to discharge their trust in strict conformity to the intentions of the Testator and however gratifying it would have been to them in this particular instance had it been in their power, to continue the gratitude and benevolent intentions of the Testator to a promising family, yet in going out of the will, no choice is left to them, nor can they admit any claim of this nature with security to themselves as accountable characters for the property entrusted to them under the will of the deceased, and for the execution of which only, that trust was given — In order however to prevent all misunderstanding among the Executors and the unpleasant sensations

sensations that might be occasioned by proceedings at Law, the Executors agree to propose a means of accommodation to enable them to pay the above sum of One hundred pounds with that security which they ought reasonably to expect in their situation — which is, that the said Hugh Fraser will agree and undertake by some Instrument in writing carrying a sufficient security under the Law of Scotland, to reimburse and pay, to the said Executors or to the Residuary Legatee to whom they are accountable, all such sums of money as shall from time to time be advanced and paid by the said Executors from and after the decease of the Testator, in case the said Executors shall be held by Law to account for and pay to the said Residuary Legatee the whole or any part of the said monies — upon this security and undertaking the said sum of One hundred pounds will continue to be annually paid for such length of time as shall be conceived reasonable and be agreed on between the parties — But should the said Hugh Fraser decline to accept this proposal, and as one of the Executors to the Heir of Dunardry, retain

in his hands such part of the revenues of that Estate as shall be sufficient to satisfy the above claim, in that case the Executors wish it to be understood, that the said Hugh Fraser must be alone responsible for that act, and accountable to the Heir when he comes of age, should he dispute his claim -

And the said Executors having again considered and revised the different proceedings and resolutions by them heretofore had and taken in and about the affairs and Concerns of the Estate of the deceased as contained in this & the thirty four preceding pages of this book, do hereby ratify approve and confirm the same -

Wm Murray
Duncan Murray
J. Lobster
Isaac Todd
J. Reid

Wednesday 31st Decr 1806.

At a meeting of the Executors of the late
Simon M'Favish Esquire, held this day, were
present.

William M'Gillivray
Duncan M'Gillivray
Isaac Todd
Joseph Trobisher
James Reib —

Who taking into consideration the different
memorandums and information communicated
to them by Mr Simon M'Gillivray respecting
the estate of the deceased, and particularly
respecting the Estate of Dunardry in Scotland
the following points were unanimously
agreed on —

That the said Estate of Dunardry be
surveyed and a regular plan made thereof
descriptive of its limits and extent, with
such remarks touching its soil & situation
as may convey a sufficient designation thereof.

It appearing, that from the high rent
agreed to be paid by the present tenant of
the farm of Bardarroch on the said Estate, he
is now in arrear, and unable to continue his
lease upon the terms therein limited, and it
being

being submitted what steps would be most proper to be taken to receive him without injuring the Estate - it is thought most advisable under the circumstances of the case to liberate him from his said lease at next Whitsunday⁺, and to advertise the farm to be released for five years from that period, in such manner as the factor on the Estate shall judge most convenient and proper.

⁺ upon paying up his arrears.

Respecting the repairs to be made to the fences and inclosures on different parts of the said Estate, the Executors are of opinion that the most advisable mode is, that the tenant on the land or farm where such repairs are wanted, should in the first instance be at the charge and expence of making the same, and at the expiration of his lease, or when he leaves the farm that he shall be reimbursed the appraised value of such improvements to a certain extent to be agreed on.

The Executors are also of opinion that the working of the slate quarry on the said Estate ought to be immediately discontinued, as they do not see a sufficient prospect of advantage

that

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that can accrue to the Estate, by continuing it.

And taking into consideration the claim of Mrs Alexander M^r Tavish for an annuity of twenty pounds out of the estate of the deceased, the Executors are of opinion, that the same cannot be granted, and that they have no power or authority to extend or continue any act of benevolence of the late M^r Tavish upon the grounds stated, nor pay monies which they cannot justify under his will.

It is agreed that a letter be written to John Fraser Esq. of London, respecting the Children of the deceased now at School, requesting him to communicate to Mrs M^r Tavish their decided opinion and determination, that no interference on her part can be admitted or allowed in the education of the said Children and in their regular attendance at school, and should she persist in this interference, measures must be taken to counteract it. That in case Mrs M^r Tavish, shall think fit to leave England next year, it is the will of the Executors that her son Simon shall not accompany her, as the business of

of his education must soon begin, and the inconvenience and expence, besides the danger of another voyage across the Atlantic must be felt by all parties, more especially by his mother ^{who} ~~cannot~~ ought therefore to be convinced of the propriety of the measure and agree thereto.

W. M. Gillinay

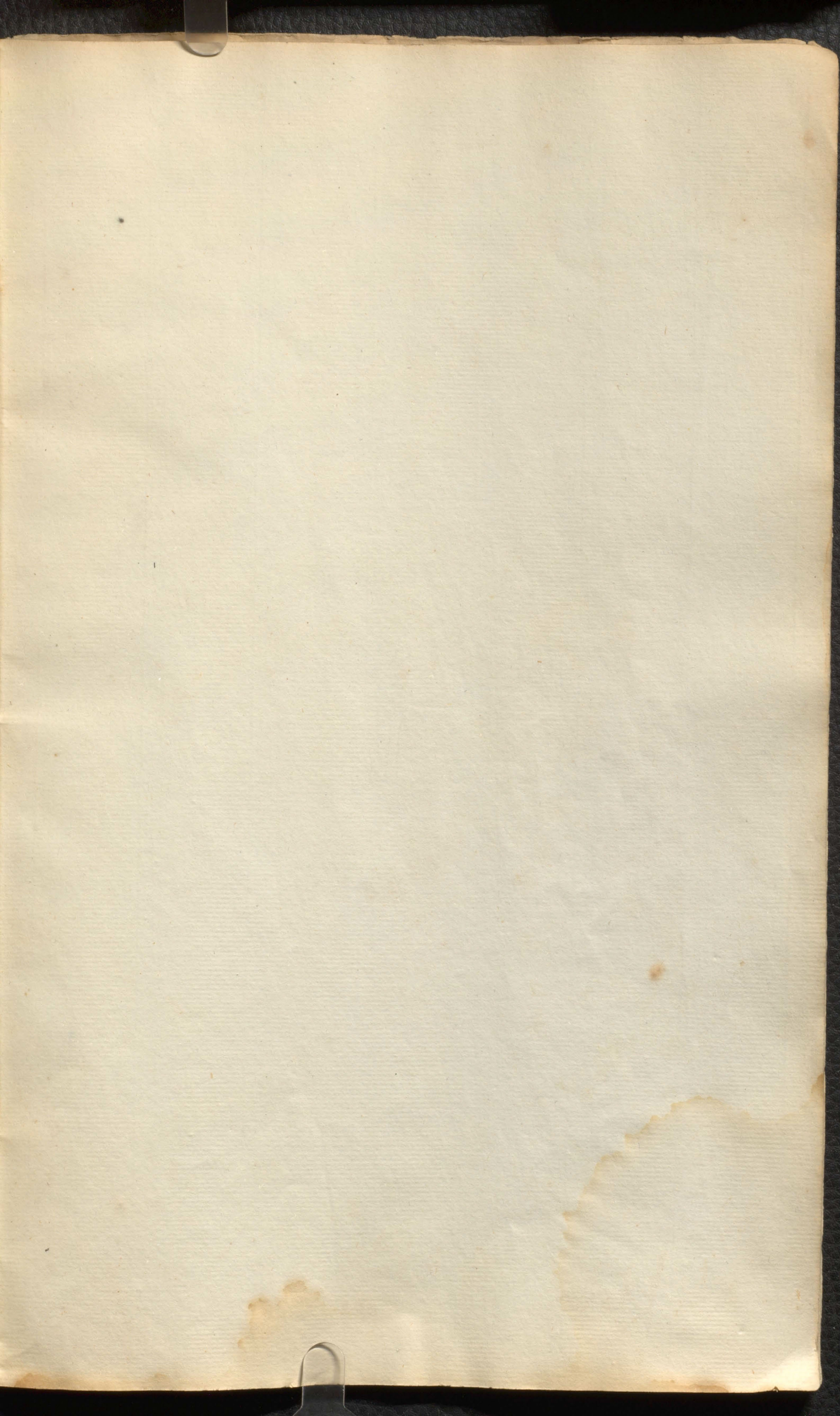
Isaac Todd

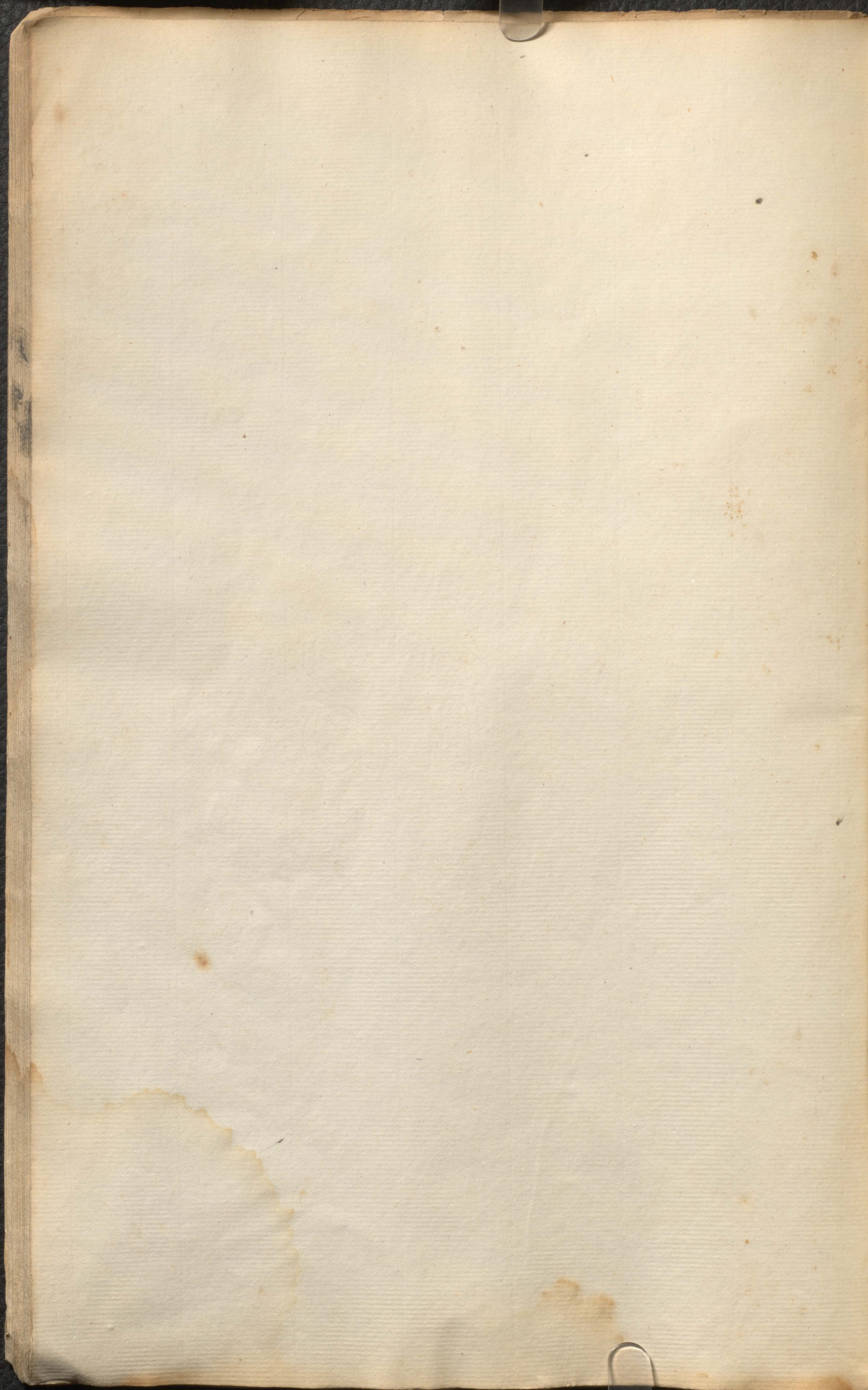
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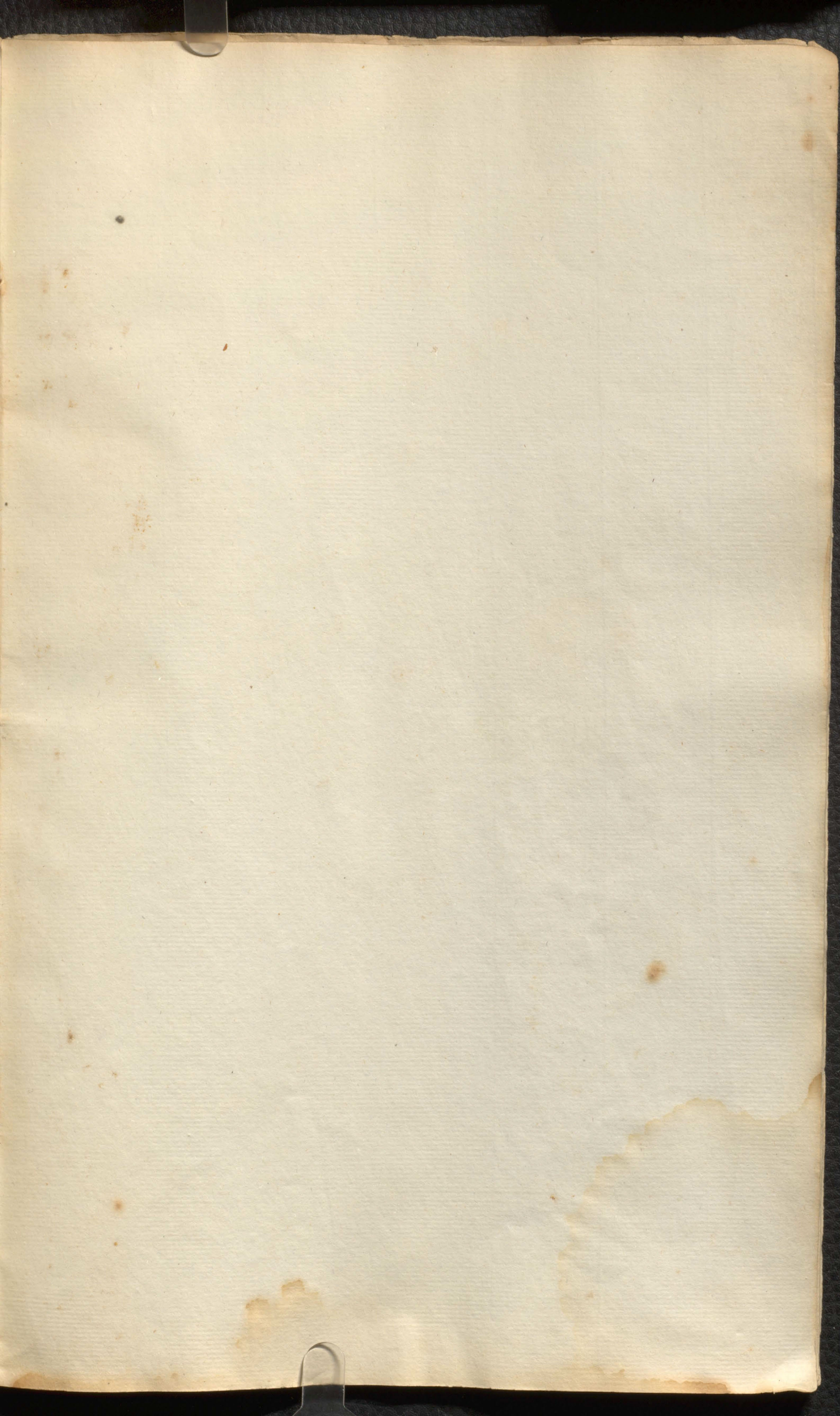
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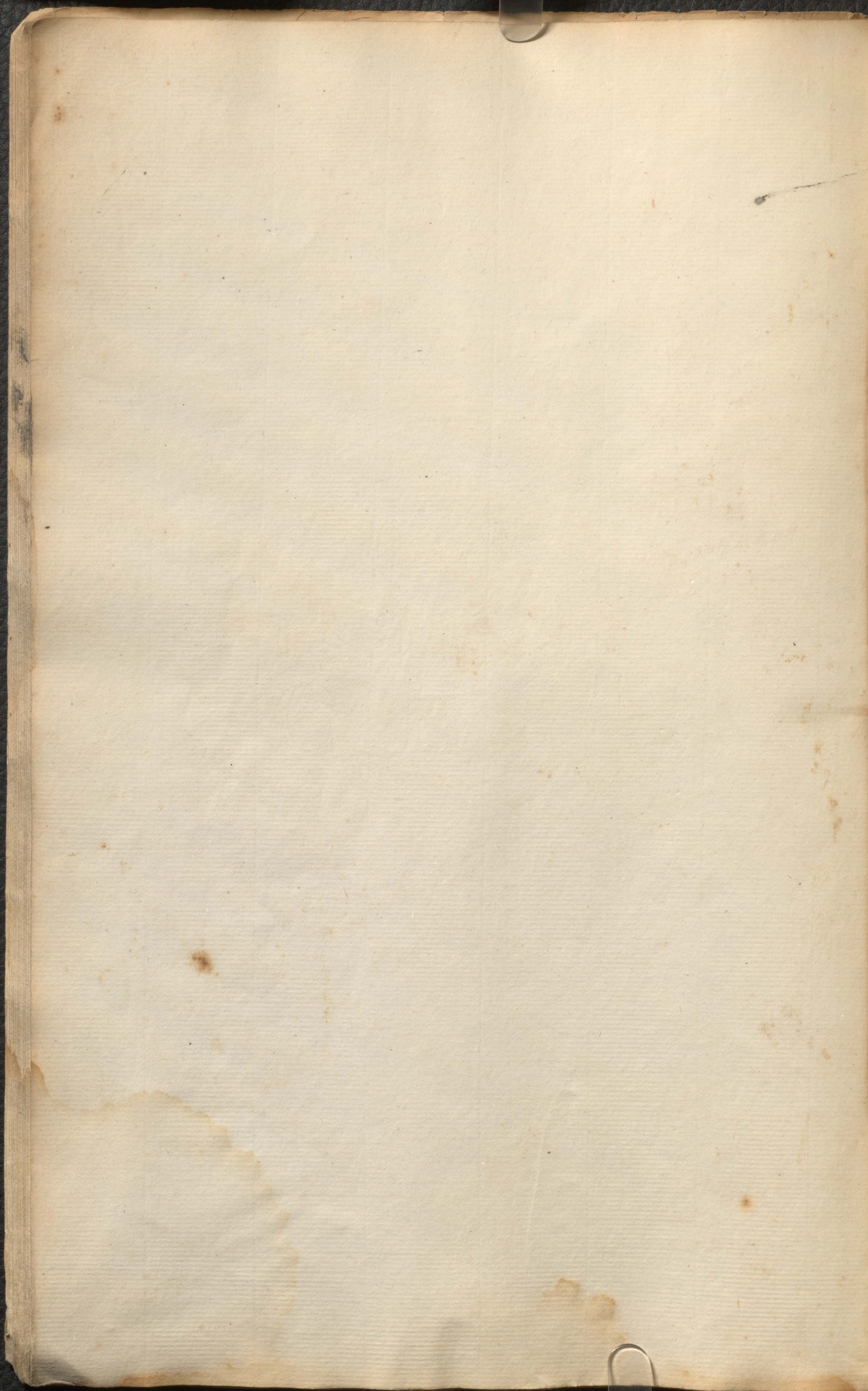
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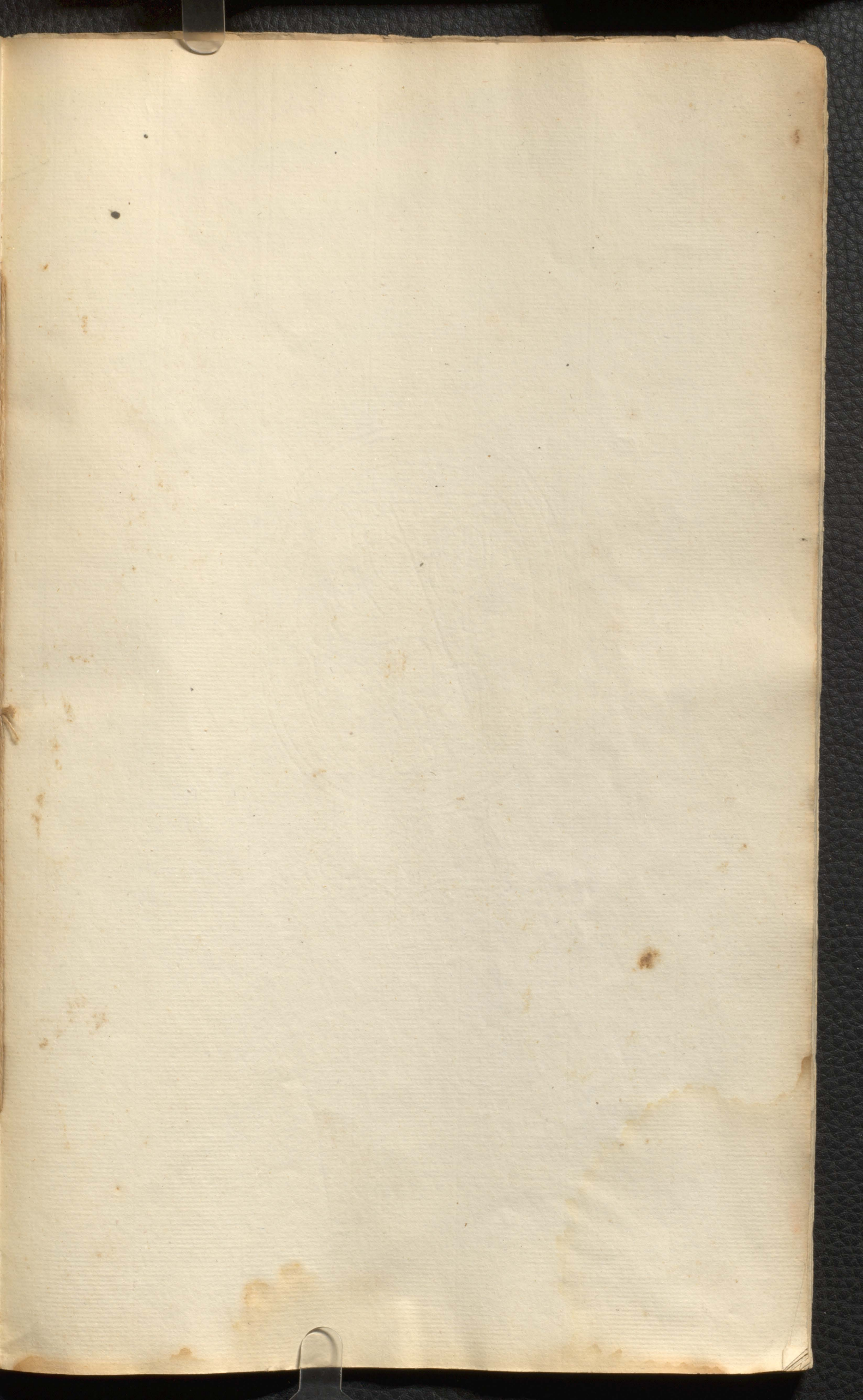
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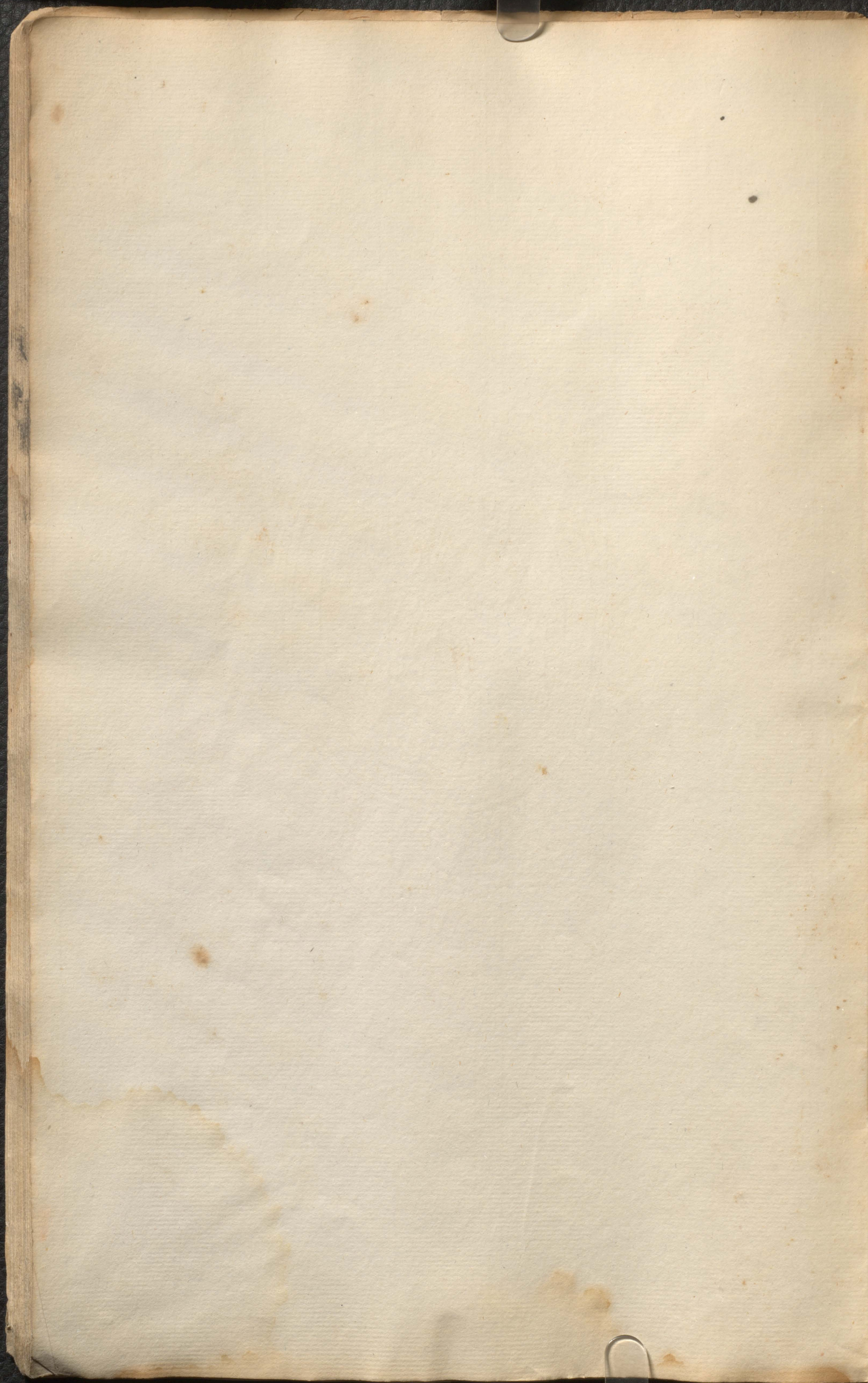


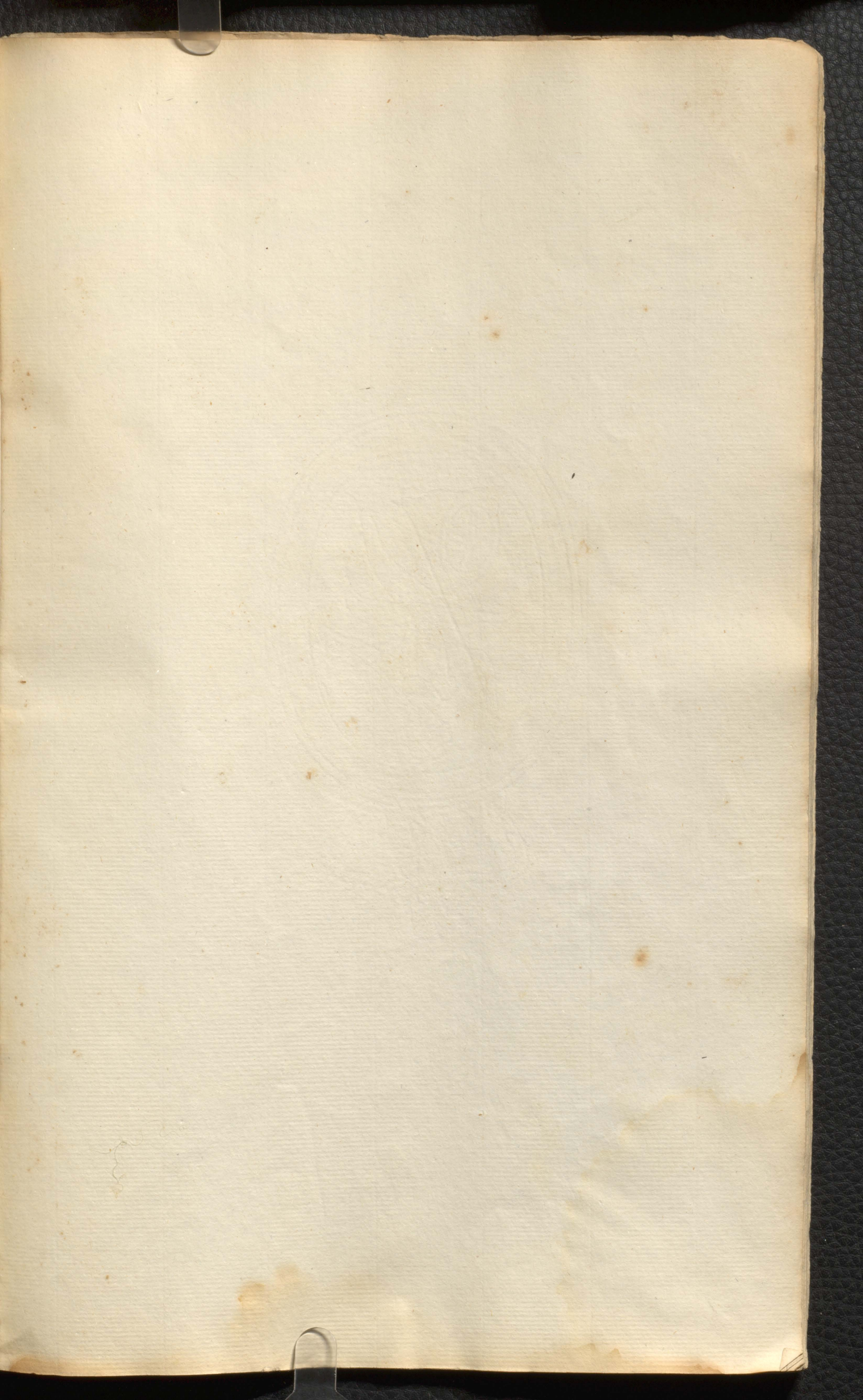


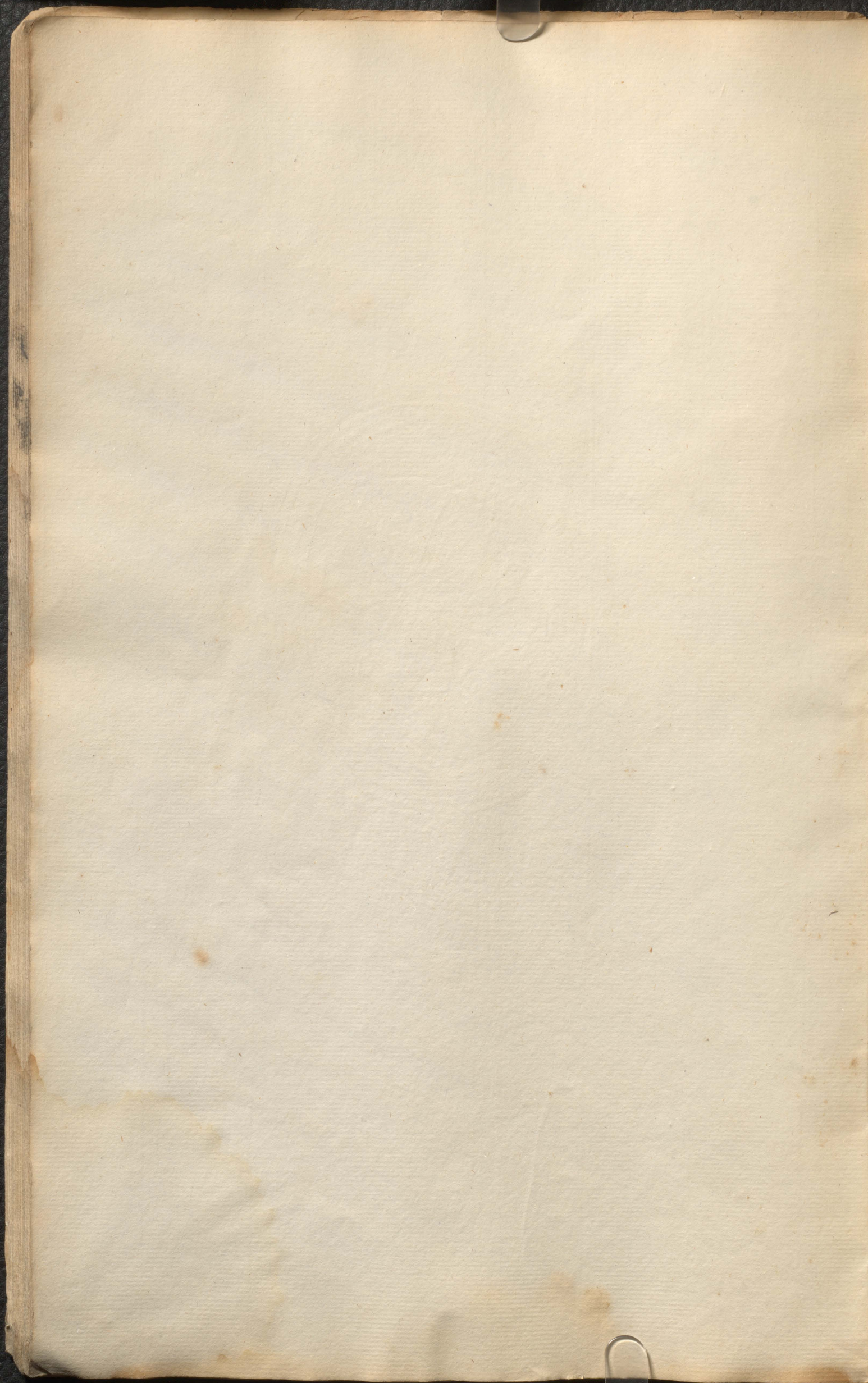


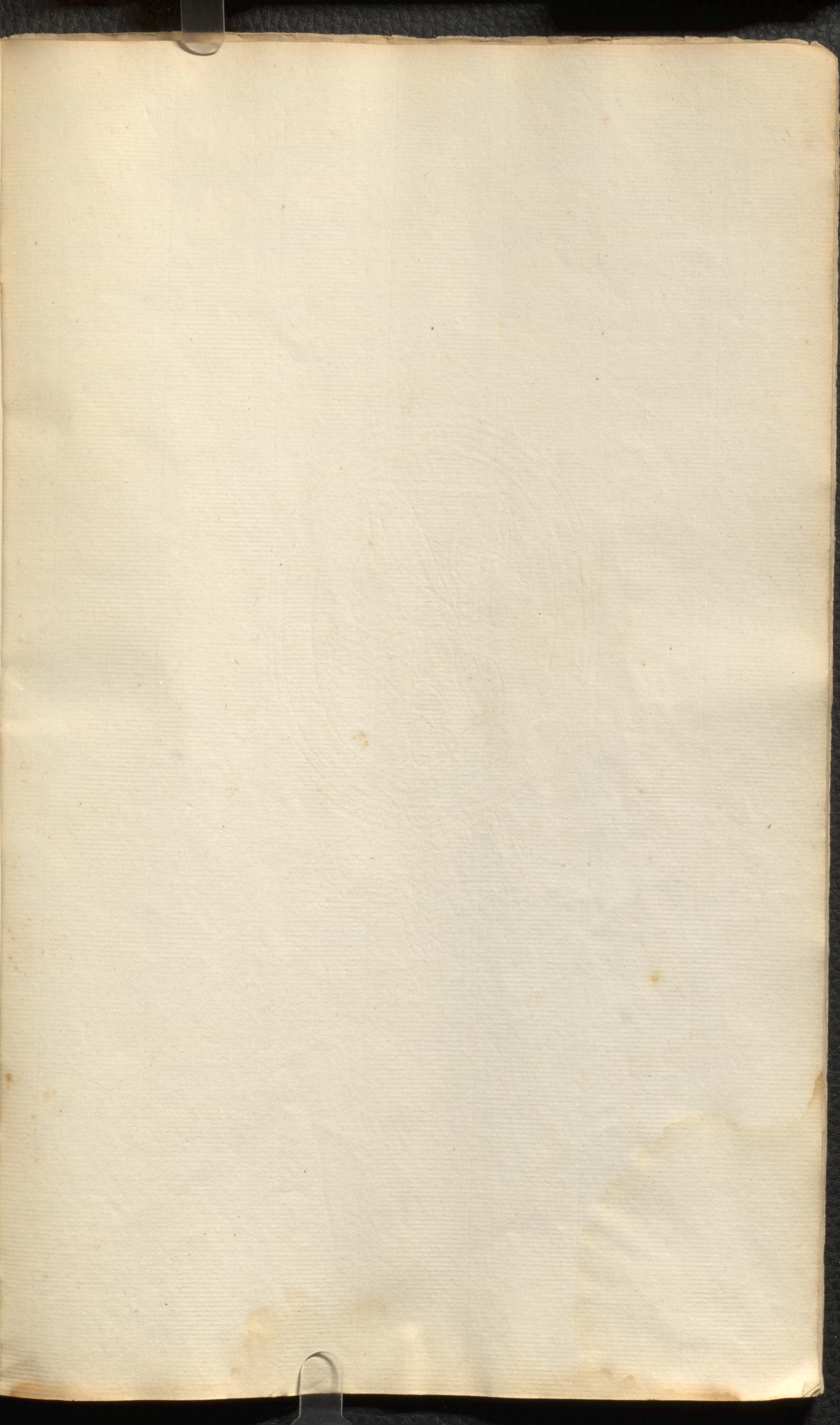


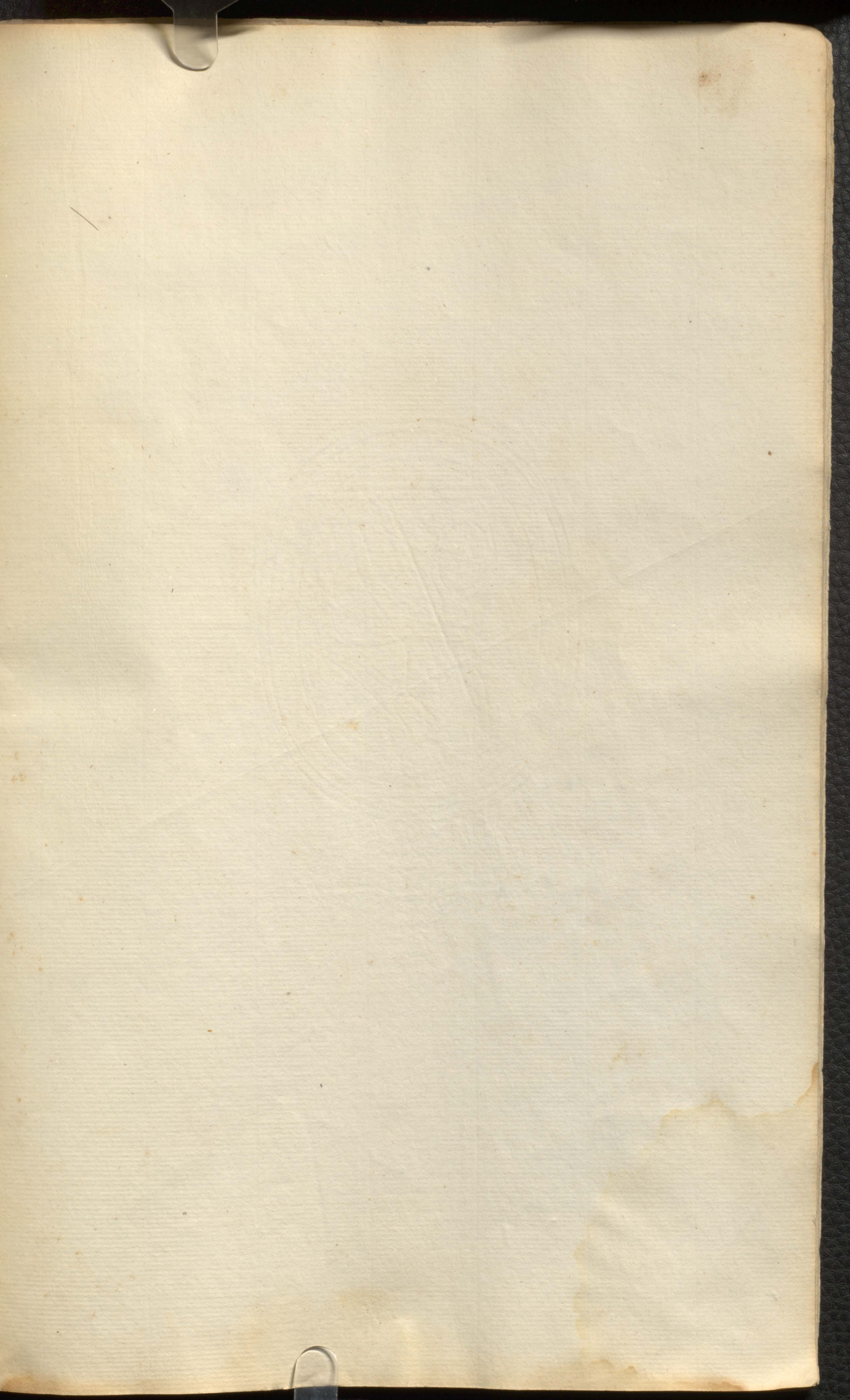


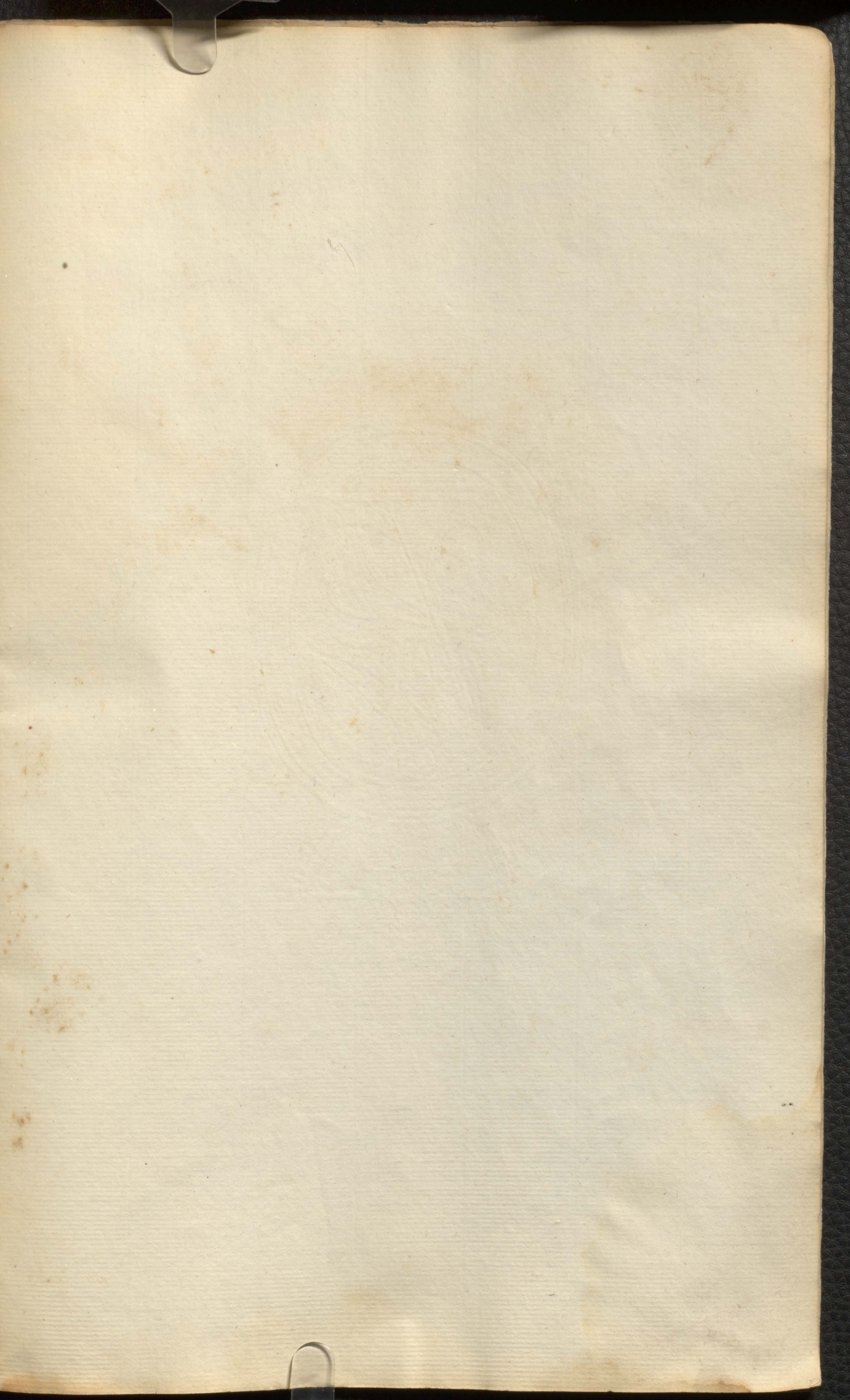


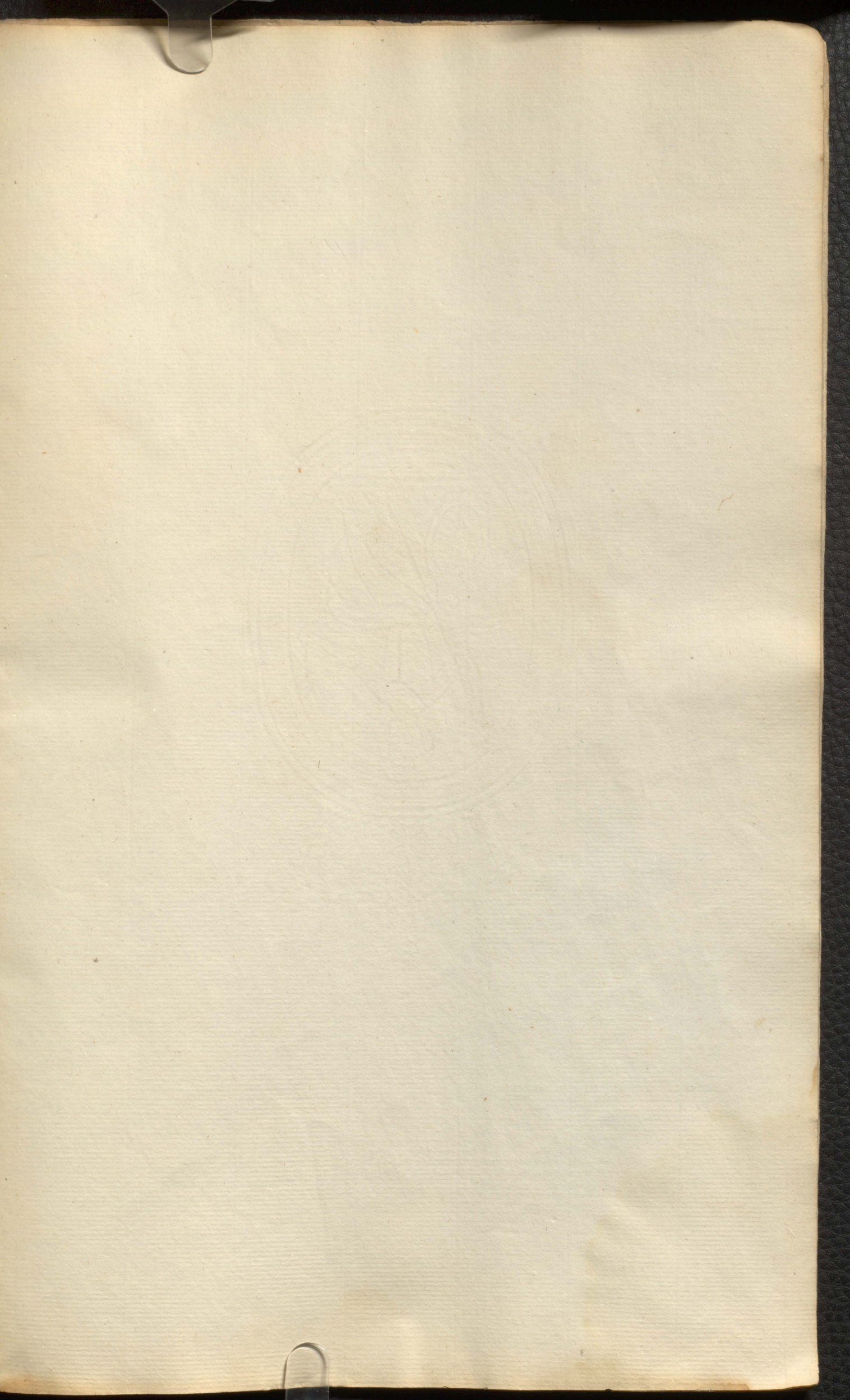


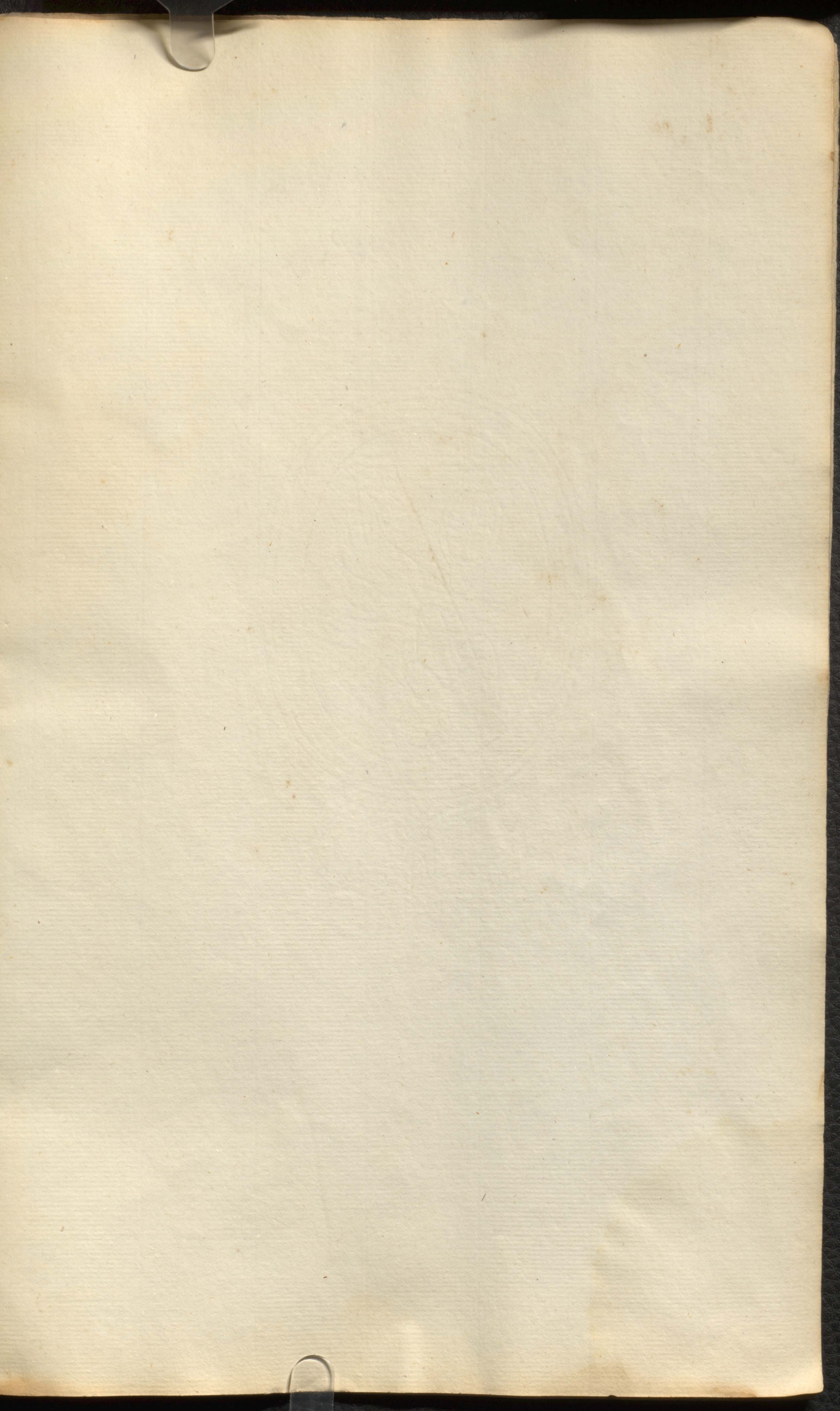


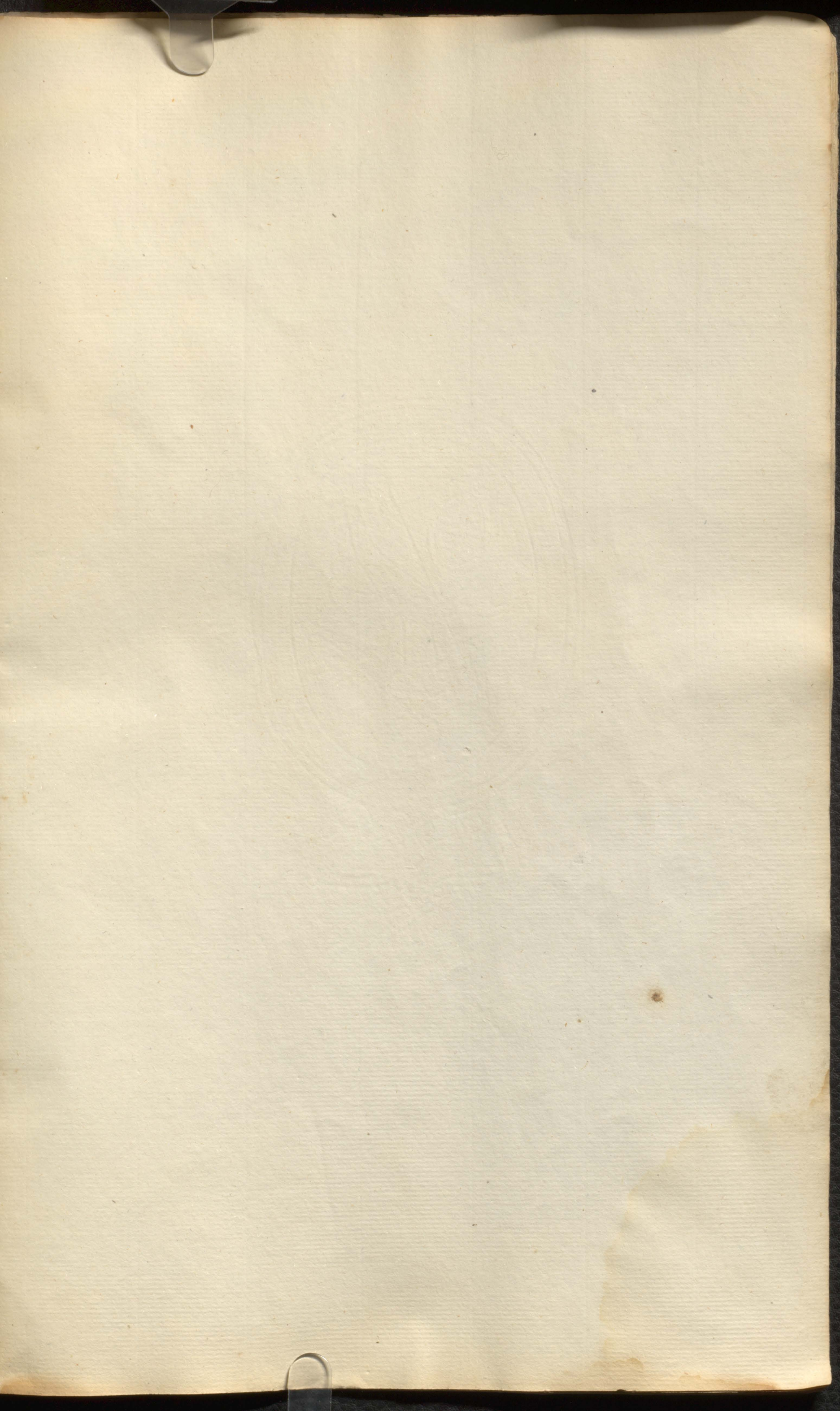


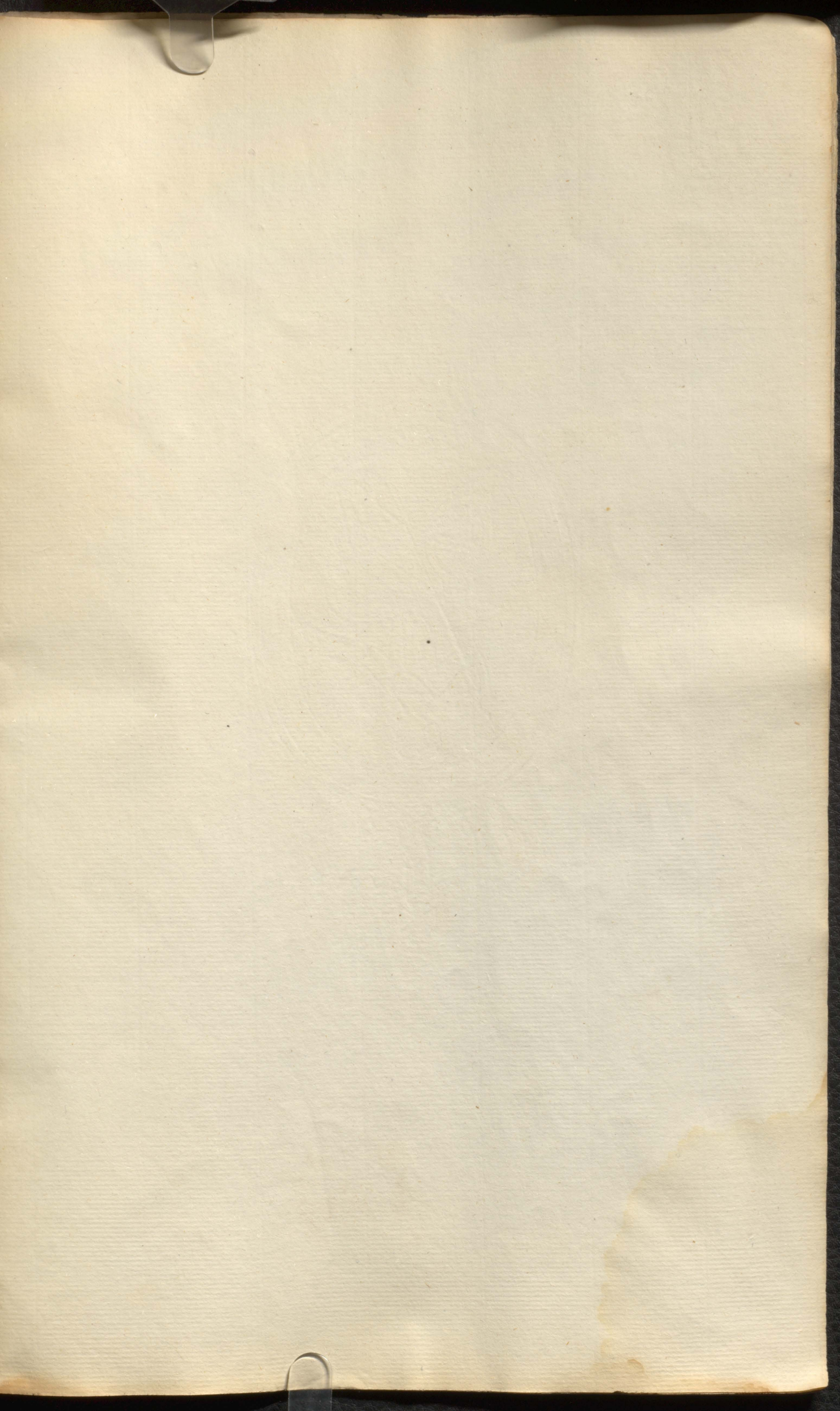


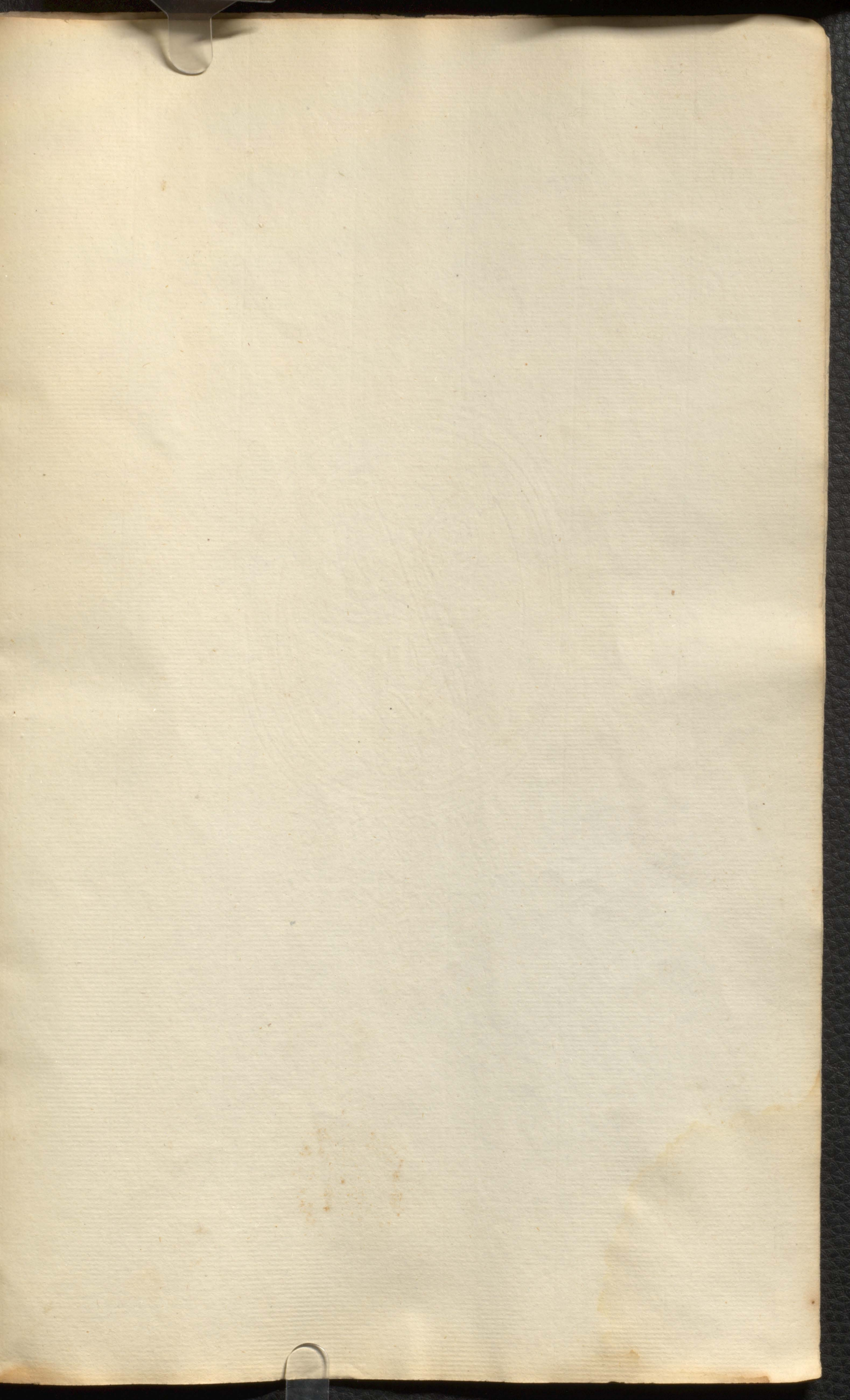


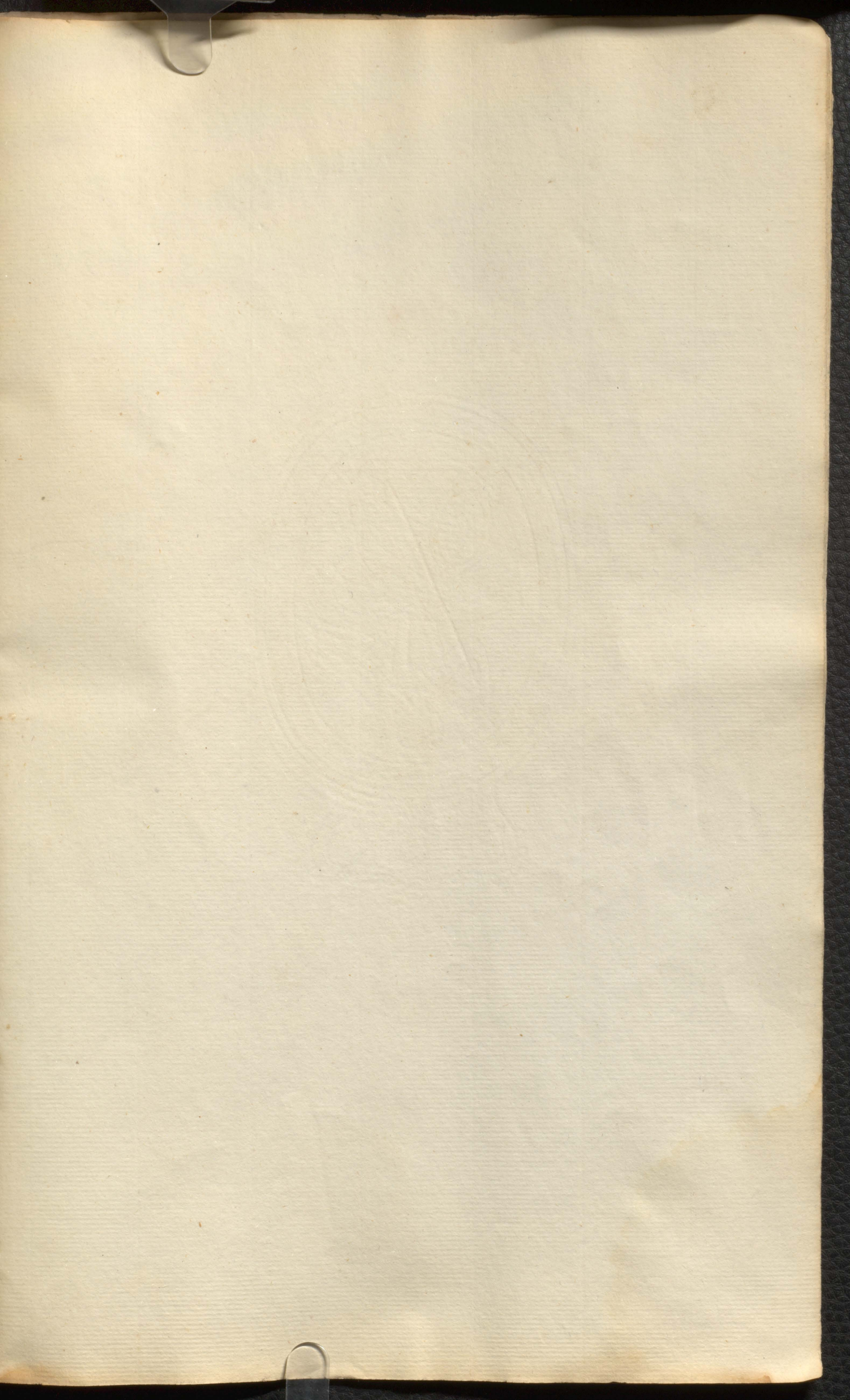


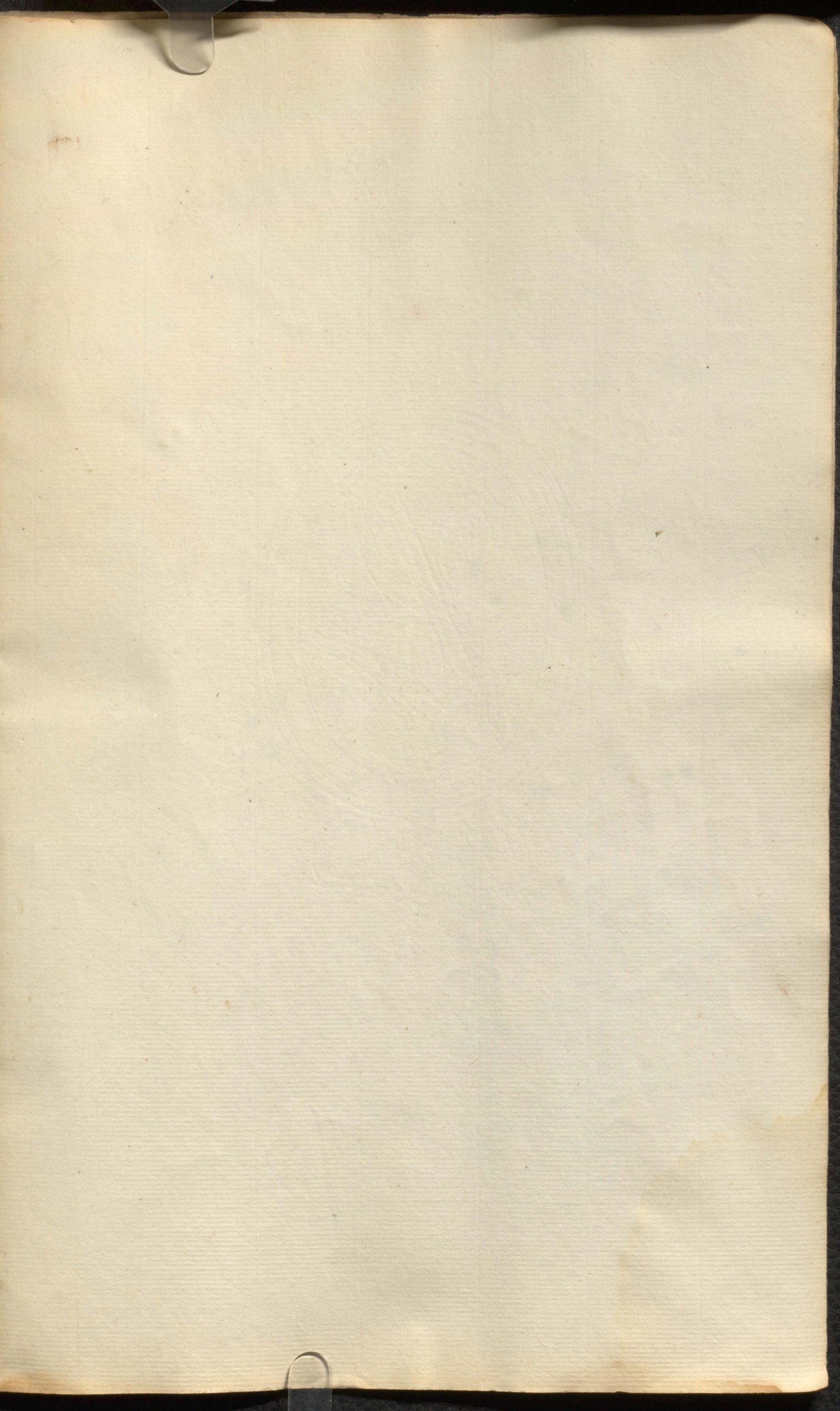


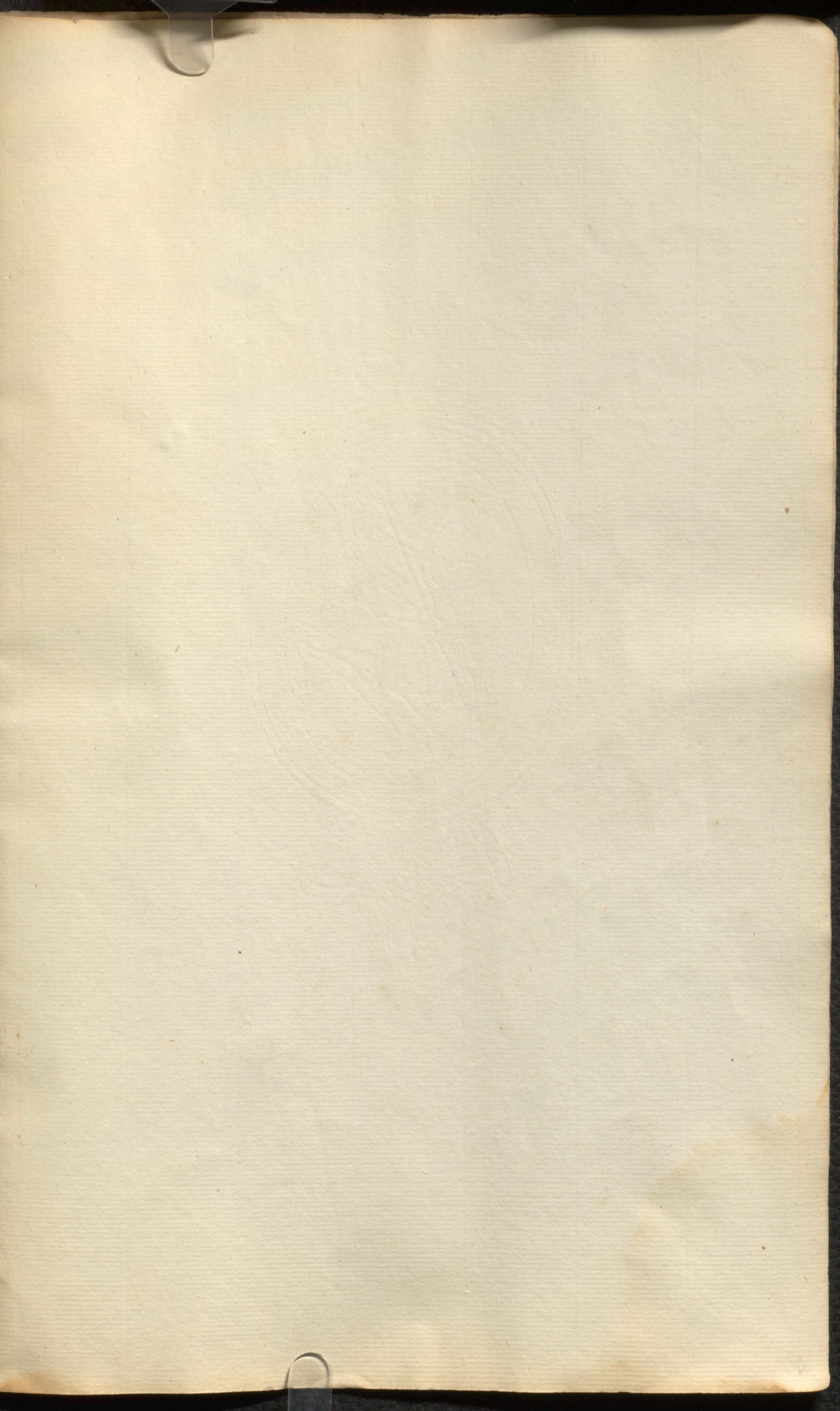


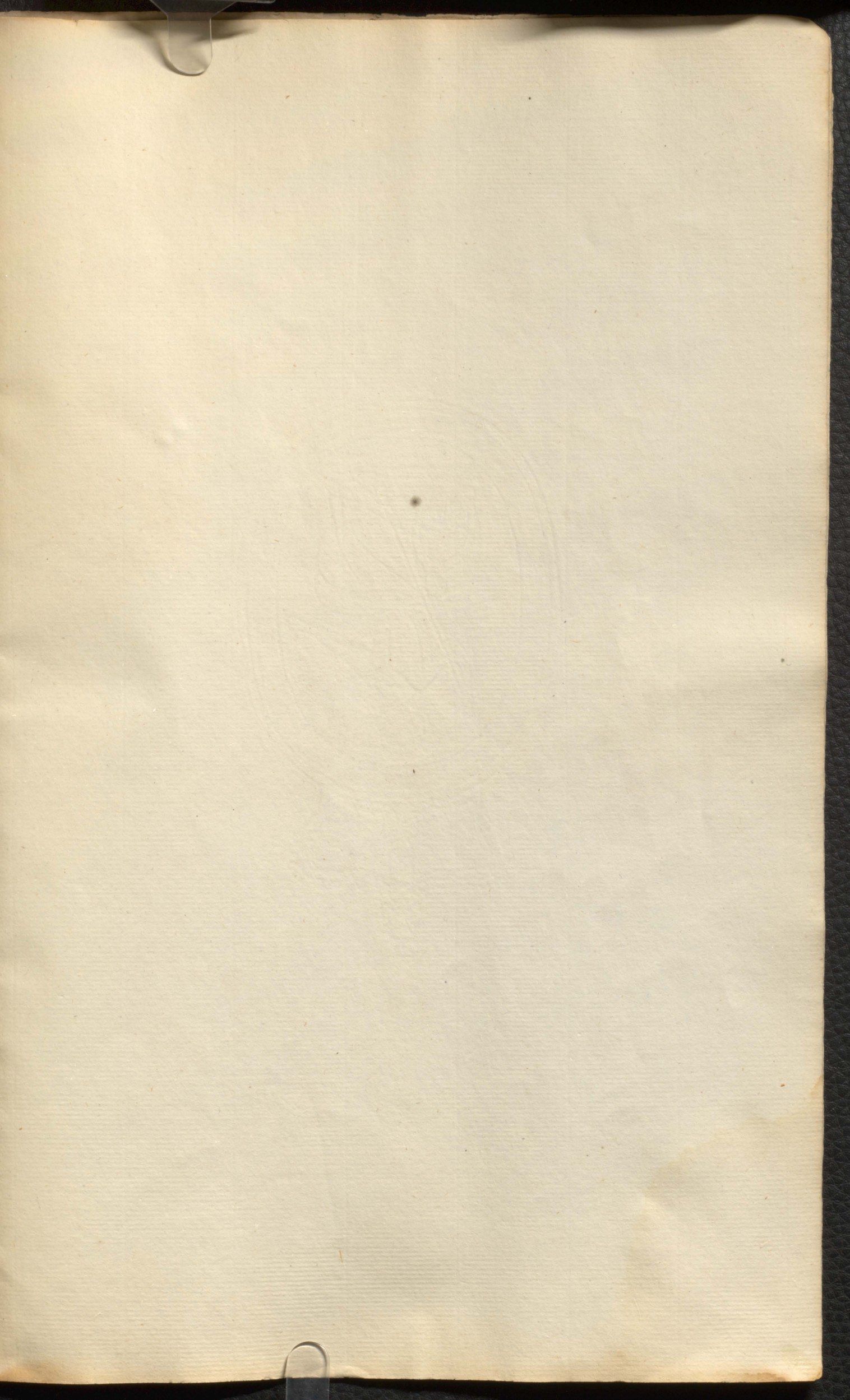


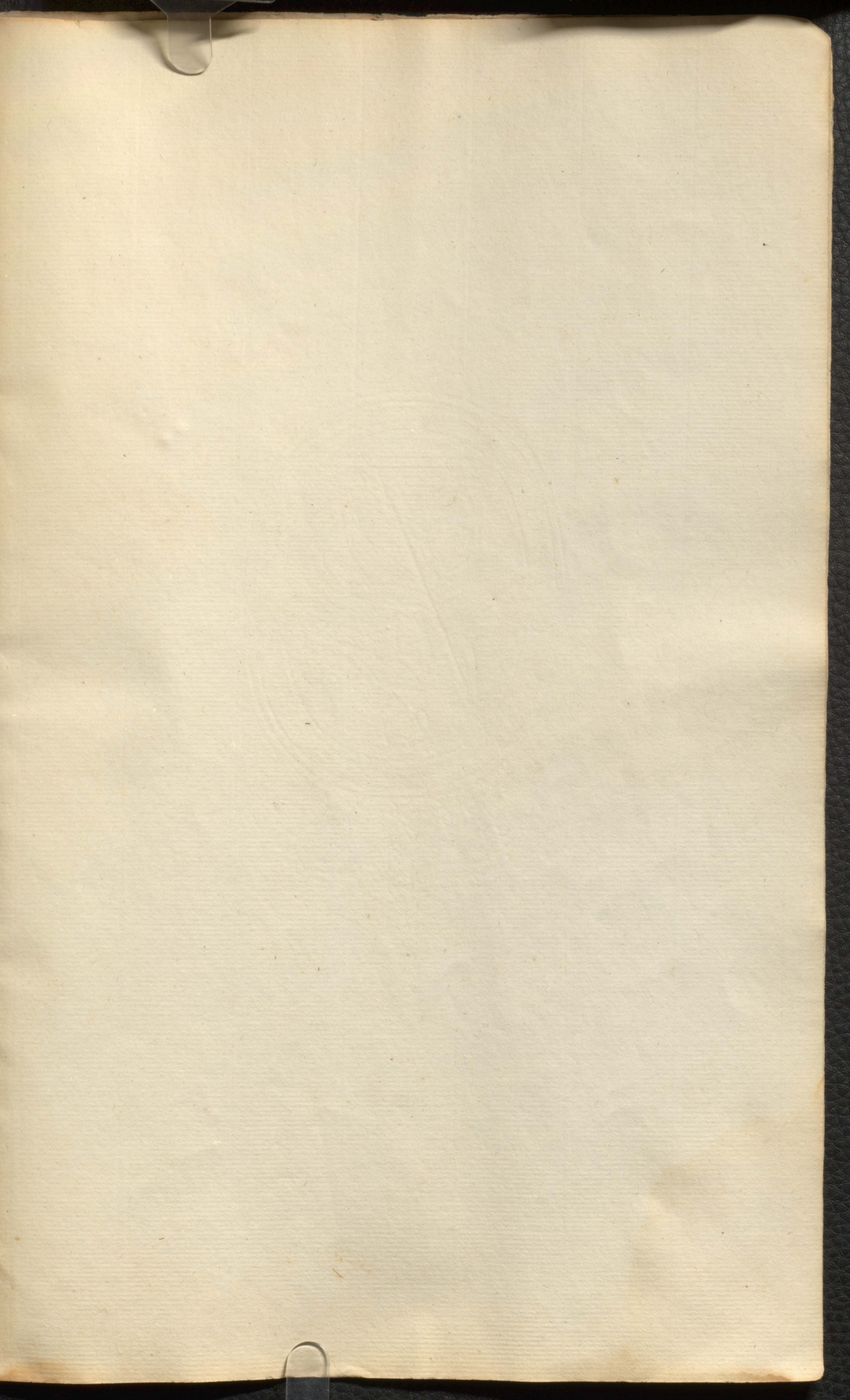


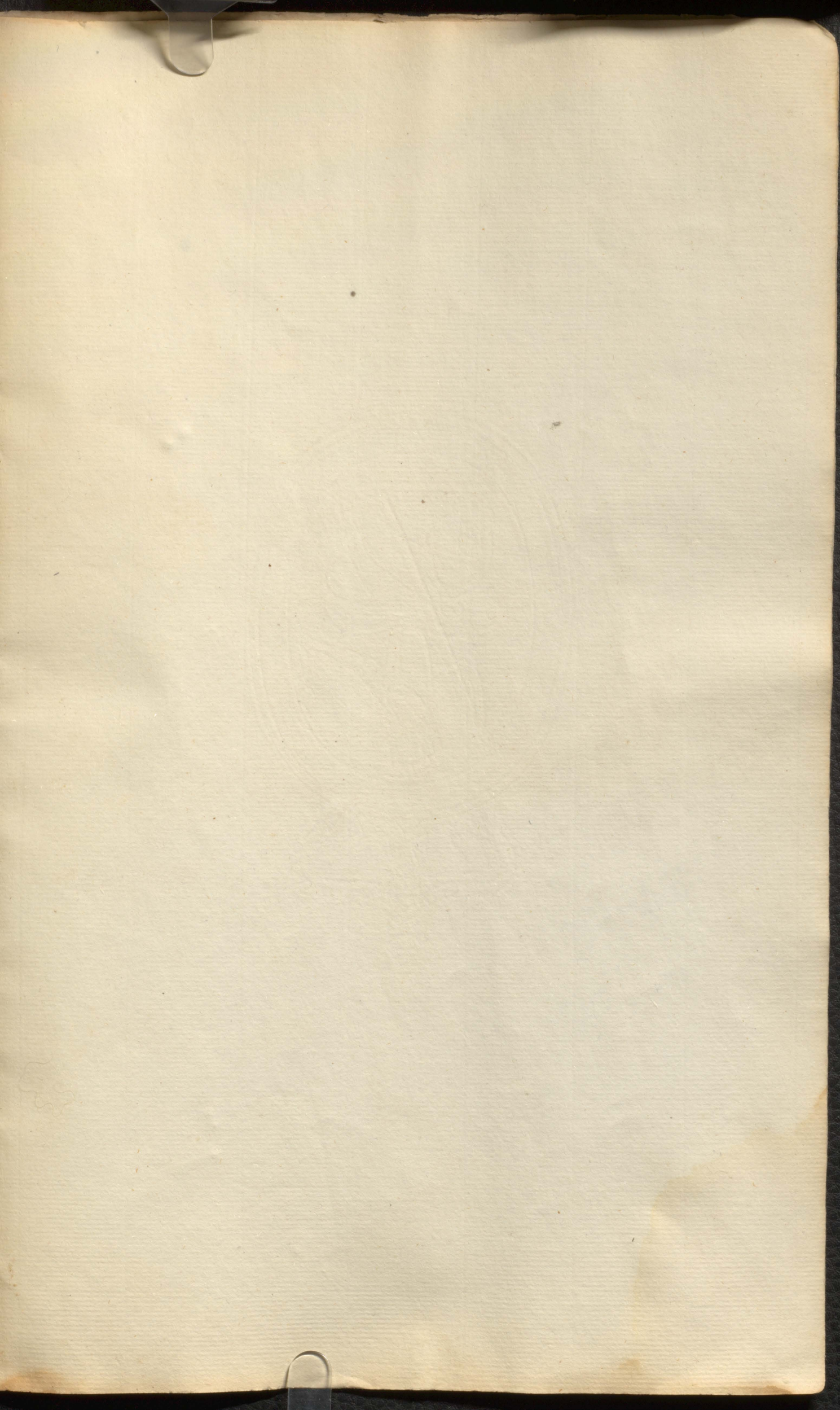


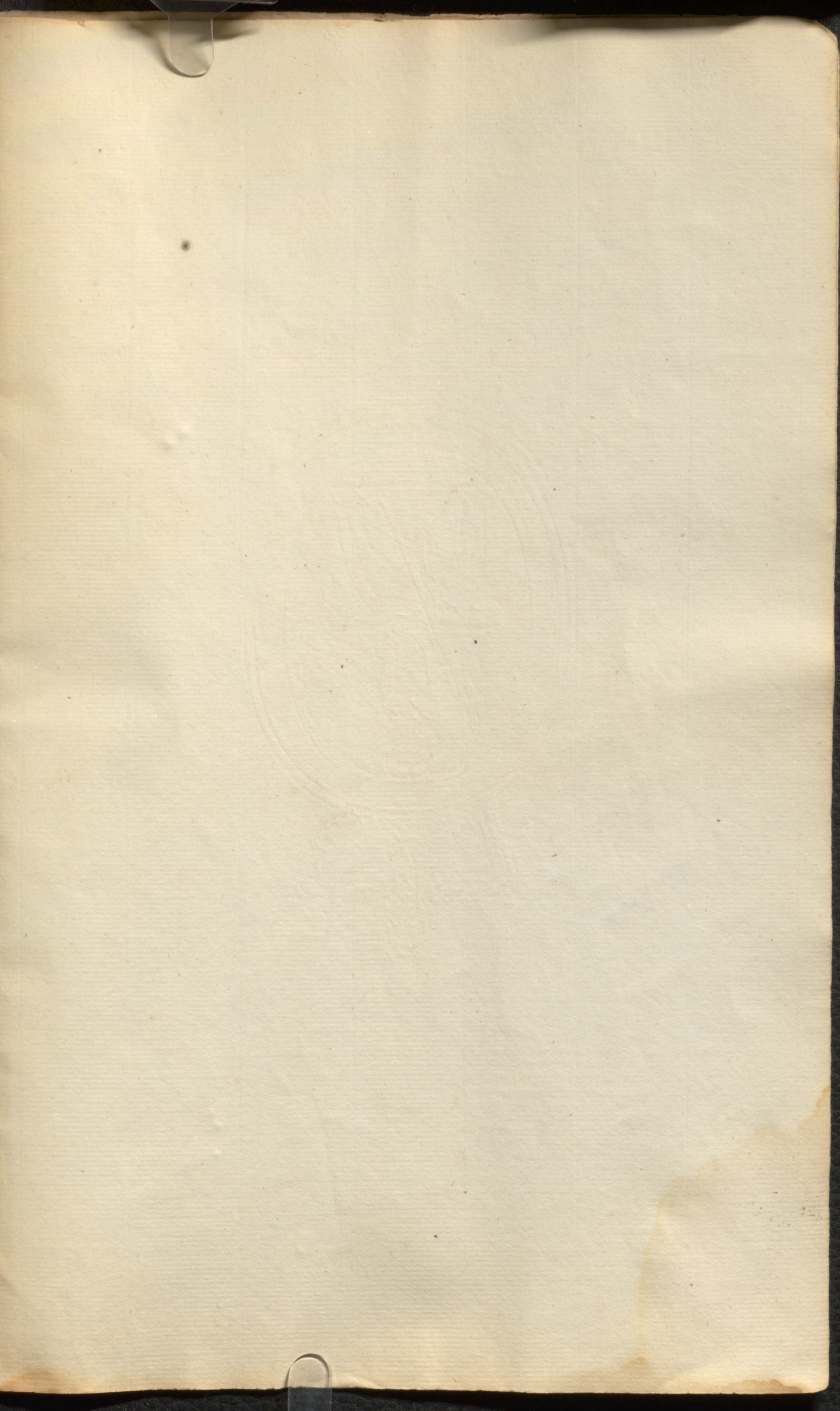


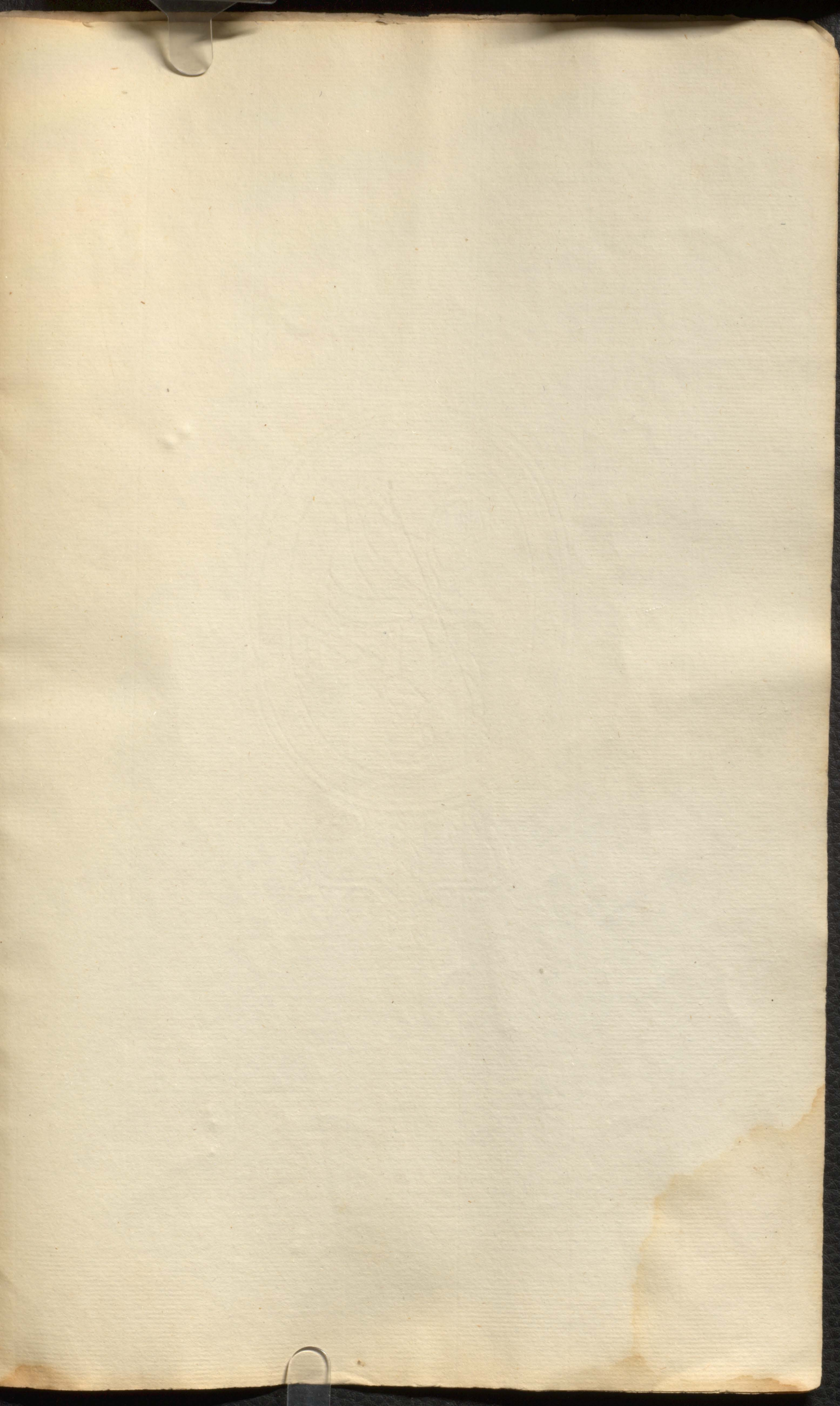


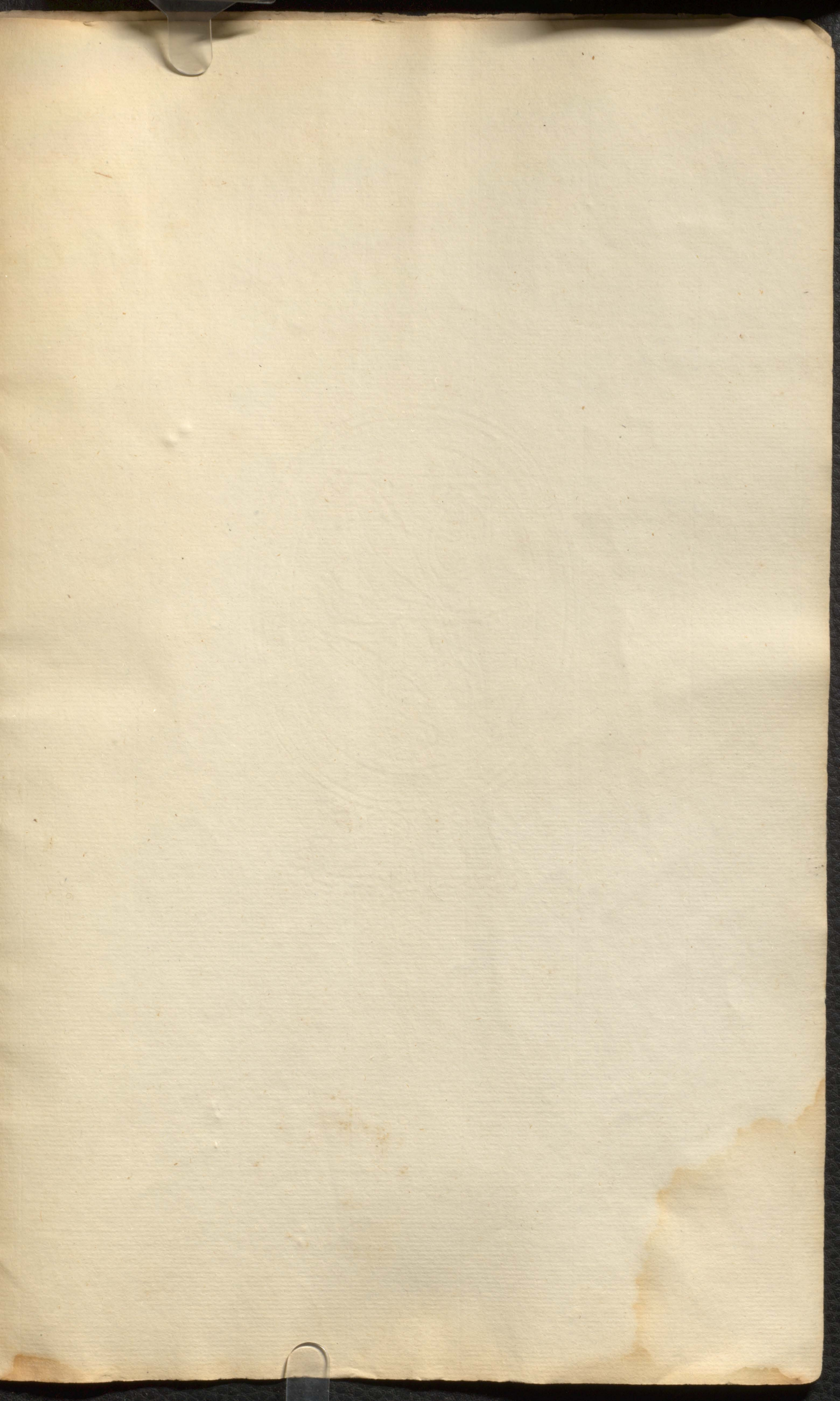


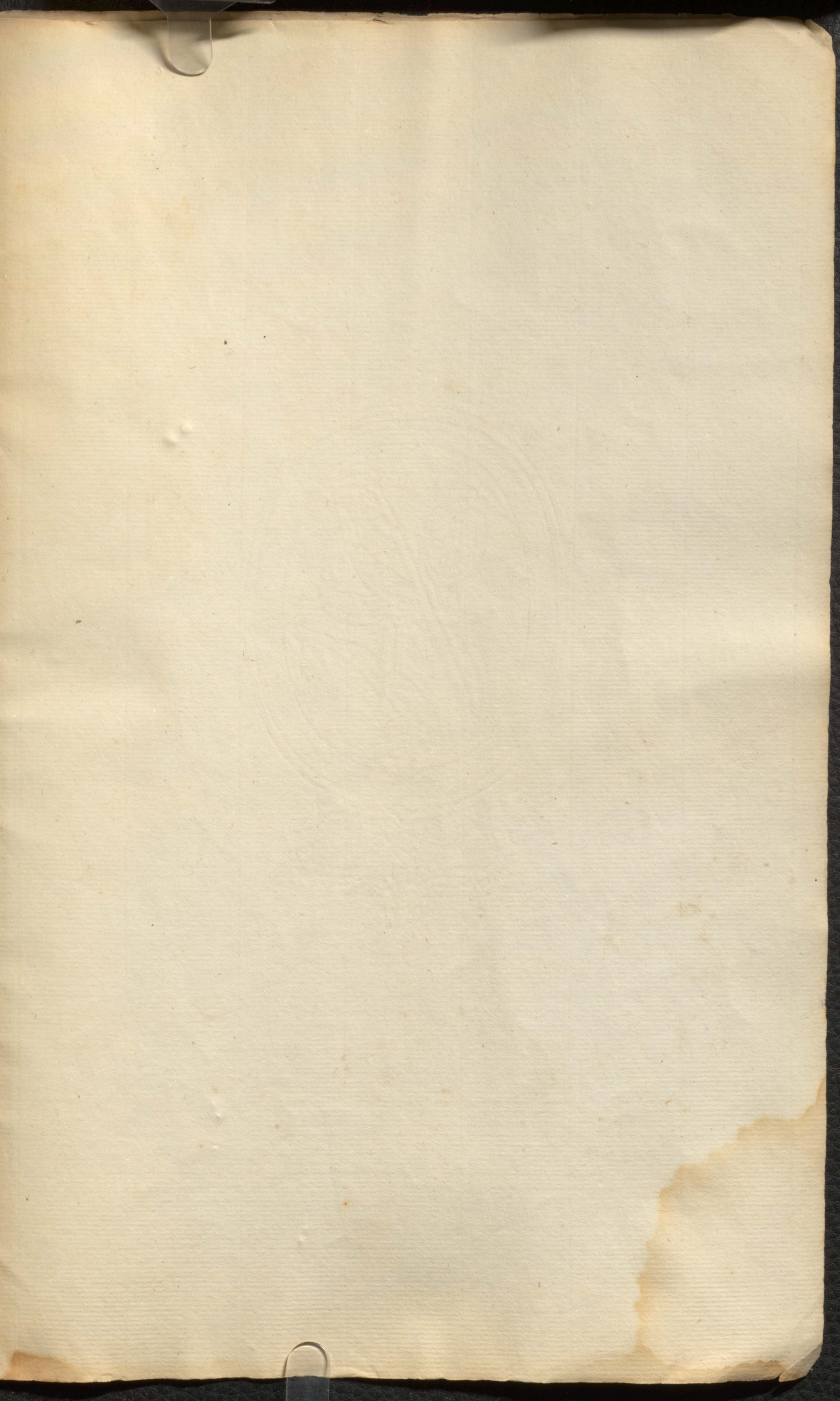


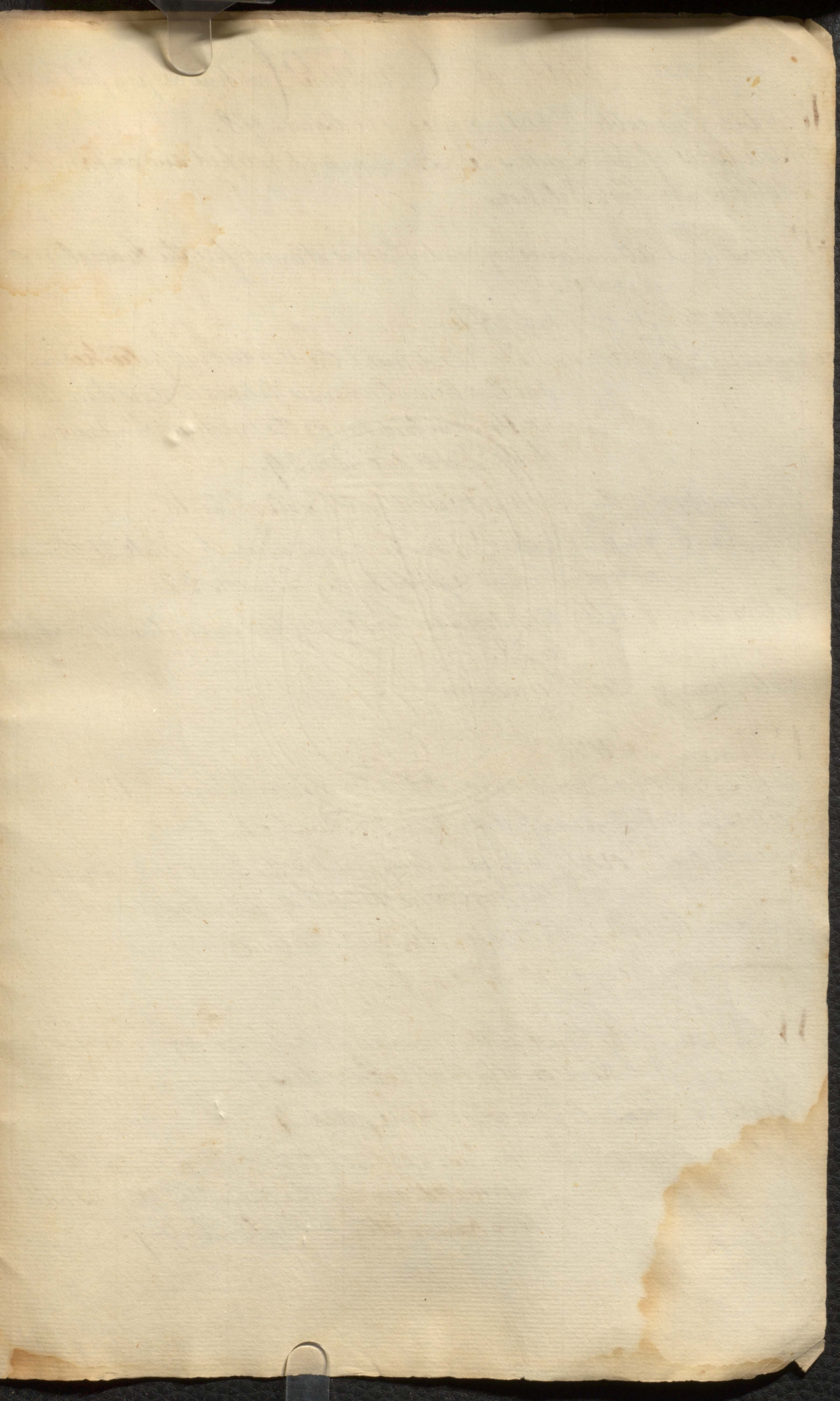


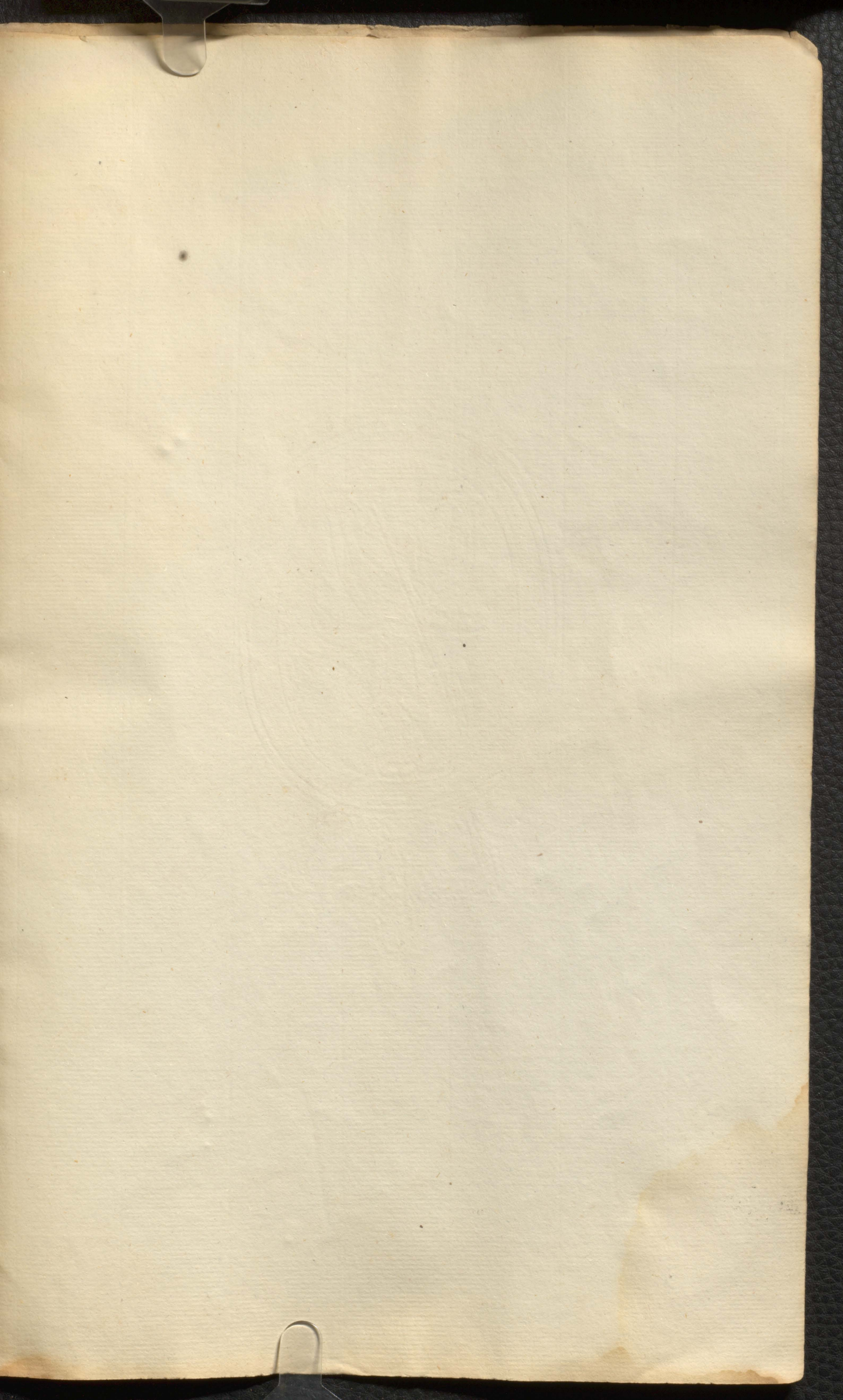












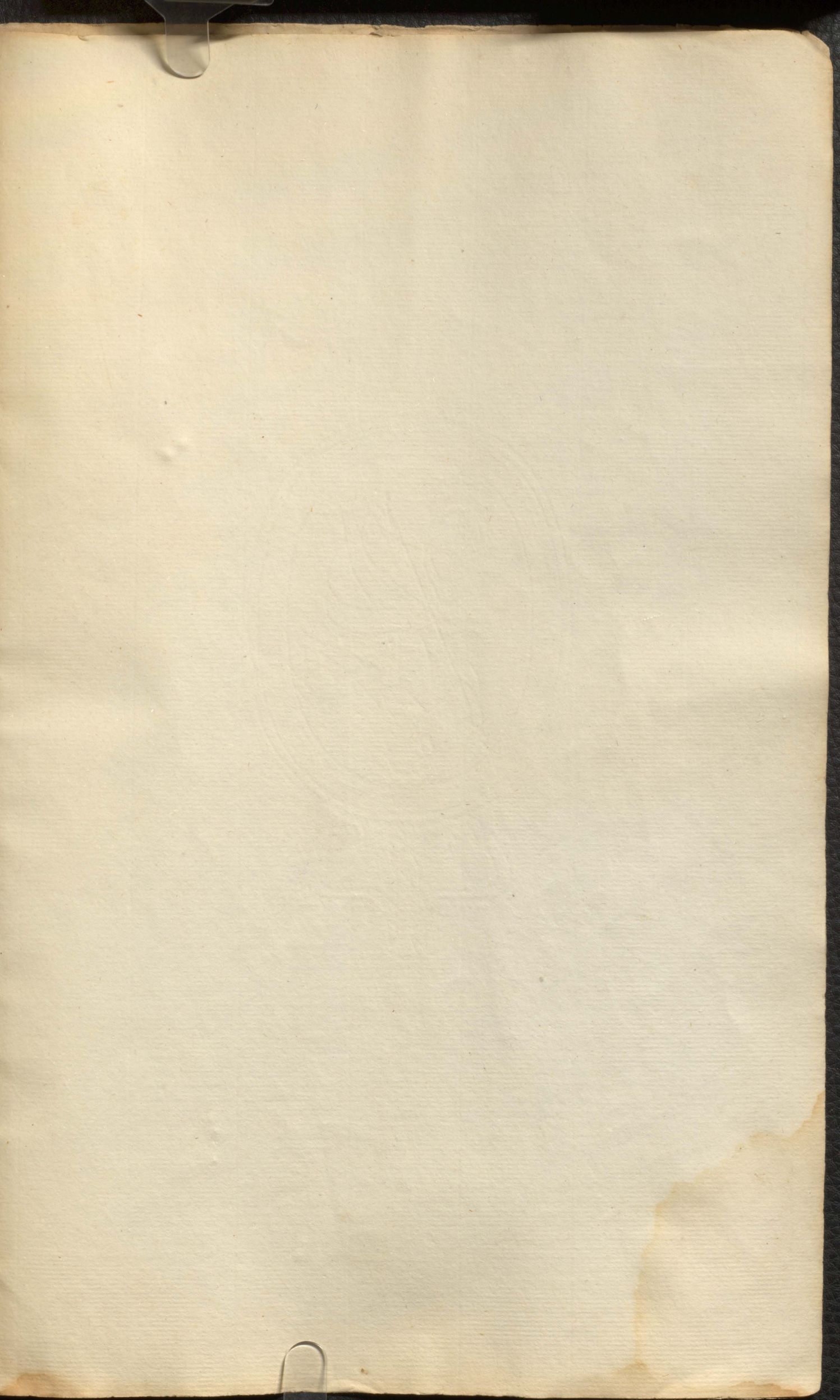


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