

**Transcript of 1186.1a/b**

*[This document is comprised of 2 sheets of paper. The sheets are written upon on both sides, making 4 pages.*

*The first sheet (identified and headed here as 1186.1a), in the left hand margin of the first side, carries an embossed stamp of value of one pound and fifteen shillings, plus a red ink 'Inverness District' stamp dated: 9.3.33, plus a black ink 'Scotland' stamp dated: 19.8.34. This first side is not headed, and the second side is headed 'Page Second'.*

*The second sheet (identified and headed here as 1186.1b) is also written upon on both sides. One side is headed 'Page Third' and the other side is in two sections: the top half of the page is headed 'Memorandum' and the lower half forms the back and front of the document when it has been double folded crosswise.]*

[On front of document when fully folded]

Contract of Marriage  
between  
Mr John Wallace  
And  
Miss Catharine Duff  
1835

[On back of document when fully folded]

Five Pounds paid me by  
John Ross Esq<sup>r</sup> as Fee  
of this Contract –  
J Wilson  
6 June 1835

[First Page]

It is Contracted, Agreed upon and Matrimonially Ended between the parties following Viz<sup>t</sup> Mr John Wallace residing at Millcraig by Invergordon on the one part, and Miss Catharine Duff, daughter of Mr John Duff residing at Brucefield in the Parish of Tarbet on the other part, in manner following: That is to say, the said parties have accepted, and hereby accept of each other for lawful Spouses, and promise to solemnize the bond of Marriage with all convenient speed agreeably to the rules of the Church. In Contemplation of which marriage and in consideration of the assignation underwritten the said John Wallace Binds and Obliges himself his heirs Executor and Successor whomsoever renouncing the benefit of the order of discussing [?] them to provide to the said Catharine Duff his promised Spouse the half of the whole moveable property of every description and denomination including household furniture plate debts and Sums of money and generally his whole personal or moveable estate that shall belong to him at the time of his decease, including also the half of any monies or profits arising from the farms of Millcraig and Nonekilm presently occupied by the said John Wallace, or any other farm or farms he may be in possession of at the time of his death for the Crop [?] subsequent to his decease and of any monies or profits arising or accruing to the said John Wallace at the expiration of

any of the Leases of such farms for fallow land, clover, manure, or Straw or the like, and also the half of any Sum or Sums that may be due to him at the time of his death, or may become due at the end of the Leases for money that he may have expended in meliorations on the houses, Steadings, and improvements on the Lands or otherwise; But if any child or children of the said intended marriage, or the lawful issue of such child or children be living at the dissolution of the said intended marriage by the decease of the said John Wallace, Then and in that case two thirds of the whole moveable property before Conveyed shall be payable to the said Catharine Duff and the said child or children of the said intended marriage or the lawful issue of their bodies in the proportion of one third for the said Catharine Duff and the other third for the said Children or their issue share and share alike; But if such child or children and the lawful issue of their bodies shall fail by death during the lifetime of the said John Wallace, then and in that case the Sum payable on the decease of the said John Wallace to the said Catharine Duff shall revert to the original provision in her favor above appointed as if such child or children had never been begotten; And the said John Wallace having endorsed and made over a bill for Two hundred pounds Sterling dated the Second day of April last and payable on demand (Viz<sup>t</sup> now or any time after its date) drawn by him upon and accepted by Hugh Ross Esquire of Cromartie, to and in favor of the said Catharine Duff it is hereby declared that the said sum is

John Wallace  
Catherine Duff

*[the above are personal signatures]*

Page Second

is over and above the allowances already herein made to her and that the said Sum of Two hundred pounds Sterling and the whole interest to arise thereon during the subsistence of the said intended marriage shall be payable to and shall belong to the said Catharine Duff exclusive of the jus mariti of the said John Wallace her husband, and shall not be affectable by his debts and deeds legal or voluntary, nor by the diligence of his Creditors, and that the receipts and discharges of the said Catharine Duff alone, without the consent of her said husband and shall be sufficient for the said Sums principal and interest, or any part thereof, and the Receivers shall thereby be completely and for ever discharged of the Sums so paid: And which provisions above written, concerned in favor of the said Catharine Duff She hereby accepts of in full satisfaction of all terce of lands, legal share of moveables, and every other thing that she, jure relictae, or otherwise could ask, claim, or demand from the said John Wallace his heirs, executors and representatives by and through his death if she shall survive him, or that her nearest of kin could ask or demand from him through her death in case he shall survive her; and the said John Wallace hereby Warrants the above provisions to be free from all debts and claims whatever whereby the same may be evicted. For which causes and on the other part the said Catharine Duff hereby assigns, Dispones and makes over to the said John Wallace and his heirs and assignees, all and Sundry Lands and heritages goods gear debts and Sums of money and generally the whole property heritable and moveable now belonging or resting and owing to her or that shall pertain and be owing to her during the subsistence of the said marriage excepting only her provisions before specified; with all action and

execution competent to her there anent: And it is hereby agreed upon and declared that although the said marriage be dissolved within a year and day after the solemnization thereof without a living child having been born of the same; Yet this Contract and whole Clauses herein contained in favor of either party shall be subject and continue in full force, any Law or practice to the Contrary notwithstanding : And it is also hereby Agreed and Provided and Declared that all manner of Action and Execution shall pass upon this Contract, for implement of the whole provisions thereof in favor of the said Catharine Duff and the Children of the Marriage, at the instance of all or any one of the persons after named

John Wallace  
Catharine Duff

*[the above are personal signatures]*

Page Third

Named Viz<sup>t</sup>: Mess<sup>rs</sup> George Ross, David Ross and Hugh Ross, uncles of the said Catharine Duff and the Survivors and Survivor of them; whom all failing, the nearest heir male of the last Survivor who shall be major, and resident within Britain at the time: And both parties Consent to the Registration hereof in the Books of Council and Session or others, Competent, therein to remain for preservation, and that Letters of Horning on Six days charge and all other necessary execution may pass upon a decree to be interponed hereto in common form, And thereto They Constitute

Their Procuratory

In Witness Whereof these presents written upon this and the two preceding pages of stamped paper by Thomas Mackay Clerk to James Wilson Solicitor in Inverness Are Subscribed by us, before our said Marriage, at Brucefield the Second day of June in the year Eighteen hundred and thirty five before these Witnesses Hugh Duff Tenant in Edderton in the Parish of Edderton and Doctor Alexander Ross residing at Invergordon. \_\_\_\_\_

Hugh Duff witness

John Wallace

Alexander Ross witness

Catherine Duff

*[The above four names are personal signatures]*

[On the top half of the fourth page]

Memorandum

The document described in the first page hereof as “a bill” for Two hundred pounds drawn by John Wallace on Hugh Ross of Cromartie ought to have been called “a Promisory Note” granted by the said Hugh Ross to the said John Wallace for the said Sum; but notwithstanding thereof the debt intended is identically the Same conveyed to Mrs Catharine Duff by this Contract.

[Also on top half of the fourth page]

Tain 29<sup>th</sup> July – 1873. Referred to by me in the Oath by me annexed to the Inventory of the personal estate of the said John Wallace of this date

Catharine Wallace  
[*personal signature*]

[*first name/initials illegible*] Ross J.P. [?]  
[*personal signature*]

Tain 29<sup>th</sup> July 1873 Recorded in the Commissary Court Books of Ross and Cromarty, conform to Act of Parliament.

Hamish [?] Matheson  
c.c.  
[*personal signature*]