

THE BERNARD-GIROUX MARRIAGE CONTRACT OF 1730

A portion of the first page of the contract is included in this writing. The 1730 document is almost illegible (hand-writing problems); by comparison the 1750 contract is quite precise – these reflect the kinds of documents paleographers encounter in doing genealogy research. (side-to-side copies on following pages).

These are the civil contracts which accompanied the following and separate religious banns. As I transcribed Jean-Marc's notes, I was struck by something which should have been obvious earlier: these contracts assumed prior or future marriages. Multiple marriages were common due to early death of one spouse or the other.

TRANSLATION from a copy of the microfilm of the original of Notarial Contract dated 22 Jan 1730 passed before Notary Noel Duprac: (This is transcribed without paragraphing, exactly as it appeared in the original.)

"Before us Notary of the Seigniories of Beauport Notre Dame des Anges St Gabriel et Villery undersigned residing at the said Beauport and witnesses named hereunder were present in their person Pierre Bernard son of late Mathurin Bernard and Marie Amiotte his father and mother hereby present and of his consent; Marie Genevieve Giroux daughter of Raphael and Marie Magdeleine Vachon here father and mother. Answering for this part the said and present Raphael Giroux father for the said Genevieve Giroux the future wife she in her own name on the other part; said parties of their own free will and choice, in the presence of their relatives and friends for one part and the other; and witnesses on the part of the said Pierre Bernard future husband presently of Beauport Equerry Lord Deschesnaux and of ?_ Philippe Damour Equerry Lord Lamorandierre Lieutenant for the King's Navy in this country. And of Mr. Francoys Morganne Equerry Mr. de Lavaltrie of the said Beauport for the said purpose assembled to represent the said Pierre Bernard future husband on the part of the said Marie Genevieve Giroux future wife, of her father Raphael Giroux of Paul Derinville her brother-in-law and of Mr. Michel Chevalier Chevallier her first cousin, of Mr. Germain Maillou her brother-in-law of the future wife. Were made the following marriage treaties and vows to wit the said Pierre Bernard and Marie Genevieve Giroux future wife have promised and are promising to take each other by name and law of marriage and the said marriage to follow and be formalized before our mother the Holy Catholic Apostolic and Roman church as soon as possible to be one and in community of ownership of all possessions, furniture, buildings and others acquired in their joint estate and even from their own departure from the customs the future spouses in regards with the above article without nevertheless be held liable for the debts mortgage really incurred by the other part and created before their marriage if and as chosen will be paid and acquitted by himself or herself from whom they came about and from them and in favor of the future marriage and to accord session before the future spouses with their possessions and rights belonging to them that have or that will fall due and in contemplation of what the future groom has already given and will give the

said future wife of the customary dowery or the amount of one thousand pounds of precise dowery with care given that it goes to the inheritance of the said future wife as soon as the dowery will have been given and the possessions of the future husband of which taken charged and mortgaged the inheritance of the furniture will be equal and reciprocal; and same was established to be in the amount of five hundred pounds to be to the benefit of the survivor from the joint estate from an auction or in cash to the choice of the survivor; the future joint estate is dissolved to renew such understanding what she will be able to justify she actually brought in with the said future husband the clothes and linen that she made use of with the dowery and inheritance as established above and all things that inheritance donation or other ways without her having to pay any debt mortgage of their joint estate in codicil either she be obligated or sentenced in which case she will be mortgaged against the possessions of the said future husband which will have been decided upon, charged and mortgaged and the future husband the clothes linen and trousseau jointly known of the future wife as it was also accorded between relatives and of friends promising obliging and renouncing. And done and passed at the said Beauport in the home of Paul de Renville in the afternoon of this twenty second day of January one thousand seven hundred and thirty in the presence of the said relatives and friends and of Pierre Maillous and Germain Marcoux witnesses residing in the said place who have together with Mr. Duchesnaud, Mr. Damour and Mr. Lavalletrye and us Notary signed as required after the reading and as required by the ordinance.

J.C. De Beauport (paraphe)
 Damour (paraphe)
 Germain Maillou (paraphe)
 DeLaValtrie ___ (paraphe)
 Germain Marcoux (paraphe)
 Noel duprac Notaire (paraphe)

Acte D. 1883 et Sexto Decembre
Mot matrimonium conjugum Samuel Collette Dem. Collette
Samuel et Magdalenae Varnette ^{filiam} et Philonem Godan
Collette Josephi Gobin et Aloisia Godan filiam ^{gama} unam
Philonem unites contra Eubriae leges et habentes 10 adulteras filias
Gobin filias quas agnoscunt omnes esse eorum proprias lites
presentibus Moyse Melancon et Josepho
Letsunnean
Cm Melancon
J. Griffon