

**September 28<sup>th</sup> 1771**

**Marriage contract between Jean-Baptiste Geoffroy And Marie Francoise Morneau**

**In the presence of the undersign Notary of the Province of Quebec Residing at Berthier and of the following witnesses; ~**

**Were present Jean Baptiste Geoffroy, twenty-four years old or about, son of Nicolas Geoffroy, inhabitant of Lavaltrie and of deceased Marie Marguerite Griveau called Boisjoly, his wife, assisted by his father here present and with his approval, for himself and in his name, of the first part ~**

**And Marie Francoise Morneau, nineteen years old, daughter of deceased Alexis Morneau and Marie Francoise Caron, his widow, living at Monsieur Lavaliniere, Parish priest of the said Lavaltrie, of her own accord and consent, also for herself and in her name, of the second part, ~**

**Who, in the presence of the advice and counsel of their following parents and friends, namely, on the part of the said Geoffroy and of his said father, Francois Geoffroy His brother, Louis Griveau called Boisjoly His uncle, and, of Sir Jean Ducondre, a friend, And on the part of the said Morneau, of the said Monsieur Sir Lavaliniere, Marie Louise Morneau Her Daughter, have made, together, the treatise, agreements and conventions of marriage which follow, namely, ~**

**The said Jean Baptiste Geoffroy and Marie Francoise Morneau have promised and promise and reciprocally take each other for husband and wife, by us and the marriage laws and to this here celebrate and solemnize by in the presence of Our Mother the Holy Church, Apostolical and Roman, at the first request of one or the other; ~**

**To be, as will effectively be, the Future Spouses, sole and only in all their personal and real estate, even in all acquisitions and of any possible nature that the said possessions might be, starting on the day of the wedding and of the nuptial blessing, notwithstanding all contrary customs, laws and practices derogated or renounced by them; ~**

**Will not be, nevertheless, responsible of the debts and mortgages of either, made and contracted before the said marriage and if found, they will be paid and discharged by the one from whom they proceed, without the other and his belongings ever being affected; ~**

Are taking each other, the futures Spouses with the possessions and rights belonging as they are due or could fall due, presently consisting those of the said future Spouse 1<sup>0</sup>. In the sum one hundred Fifty Shillings of the province used as payment of part of the price of the estate of the said future husband and also in a Sum of Fifty current Shillings in cash, 2<sup>0</sup>. One bed comprising one Berth, Pallet, Feather bed and Crossbar, bed-sheets and Blanket Valued to the Sum of Seventy-two Shillings of this Province, 3<sup>0</sup>. One cow, appraised Forty Shillings, One sheet-metal Stove with its pipe thirty Shillings, one Chest, one Casket, one Axe And one Foot Spinning-wheel; <sup>X</sup>

The aforesaid future Husband has endowed the said future Bride with the customary dower of the Sum of Three hundred Livres or Shillings of this Province of a prefixed dower to receive and take from one an other from these said dowers, as soon it will happened at the choice and option of the said Bride on the estate of the future Husband which stays mortgaged from this day; ~

The *preciput*<sup>1</sup> will be equal and reciprocal to the surviving spouse, accepting respectively the sum of one hundred and fifty currant shillings to be taken in furniture after the appraisal of the inventory and without auction or in currency to the choice of the said Surviving party with the clothes and garments of personal usage and his furnished bed as it will then be found; ~

And at the moment of the dissolution of the said joint estate, it will be permissible, for the said future Wife and the children born out of the said marriage, to accept such or to renounce it, thereby, take back all the clothes, garments, rings, jewels and generally all that she will justify having brought with, and what was given and delivered her in currency by succession, donation, legacy or otherwise, even her dowry and acquisitions such as debts, all this without being held responsible of any debts, nor mortgages that again she had associated with, was obliged by or have been condemn for of which in said case, she and her children will be freed and compensated for and on the estate of the said future Husband, which remains affected and mortgaged as of now; ~

An, for the good Friendship that the aforesaid future Spouses have said to bear for one an other, they have, by these present mutual lifelong donations equal and reciprocal to the survivor, of them accepting

---

<sup>1</sup> The clause of Preciput is a matrimonial convention included in the contract of marriage. This clause has for object to give an advantage to the surviving spouse at the time of the succession. The clause of preciput foresees that the survivor of spouses will be able to appropriate on the community, above all sharing, either a sum, either certain determined or definable possessions. This clause is a clause of assignment in all property or in usufruct.

respectively all the furniture actual and future, and personal belongings to the dying party at his death to benefit the said survivor for the duration of his life, only as usufruct, with the responsibility to the heirs of the aforesaid survivor to return and retribute to the heirs of the aforesaid first dying party the inheritance and estates in good condition when the usufruct constituted by the aforesaid donation will fall through, if no children were issued of the said marriage, in which case of living children, the said donation will stay lawfully null and without effect and, to insinuate the present document if needed, the said parties have made their attorney the bearer of the present; acknowledge and confess & oblige and renounce; done and processed at the presbytery of Lavaltrie in the year one thousand seven hundred and seventy-one the twenty-eight of September after-noon in the presence who say and have declared responsibly the undersigned, not knowing how to sign as requested, after its reading.

/ **X** the said Sums of currency and paper, the aforesaid Spouses recognize being the fruit of the generosity of the aforesaid Monsieur Sir Lavaliniere who keeps their ownership by law of reversion in the case where the aforesaid Spouses would both decease without heirs. /

**Delavaliniere priest**  
**N. Geoffroy**  
**J. Ducondre**  
**Faribault**