

## Two Unpublished Documents of Saint Vincent de Paul

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Two new unpublished texts of Saint Vincent de Paul are presented here for the first time. They both deal with a single legal matter involving the coach lines of Rennes and Brittany. The Founder relied on these to help support his work, as well as the work of other orders and congregations, not the least of which were the Daughters of Charity. These texts are given as transcriptions in modern orthography, followed by a translation.

The first document is a preliminary statement by Marthe Goupil that she intends to withdraw from a lease she had entered into. She had purchased a right to income from her management of coaches owned by the Congregation of the Mission. In the second document, the widow Goupil, acting through her attorney, discharges Vincent de Paul, the owner of the coaches and carriages, from any responsibility for the fact that she did not receive the income she was entitled to from her investment. The parties agree that the lease is being legally canceled, and both agree not to charge the other for expenses involved and to hold each other harmless.

## FIRST DOCUMENT

### Withdrawal from a lease

Saturday, 14 May 1644

The original of this document is found in the Archives of the Congregation of the Mission, Paris. Previously, it had been in the Archives of the Congregation of the Province of Belgium, which deposited it in Paris in 1998.

Texts in *italic* are the restoration of abbreviations.<sup>1</sup> Texts left as **xxx** refer to words or letters that are not deciphered. Words or names between question marks, *? ?*, are doubtful renderings.

### Transcription

#### Sheet 1 recto

- 1 Par devant le notaire royal du Comté de  
 Beaumont *et* châtenellenie de Creil, résidant à Précý,<sup>2</sup> soussigné,  
 fut présente Marthe Goupil, veuve de feu Ghislain  
 Frappiet, vivant l'un des quatre messagers ordinaires  
 5 de Poitiers à Paris, de présent receveuse de la terre et  
 et seigneurie de Précý, y demeurant, laquelle a constitué  
 son procureur général et spécial René de Matsé,  
 écuyer, sieur du Plessis,<sup>3</sup> *avocat* au Conseil Privé du  
 Roi, auquel elle a donné et donne pouvoir par ces  
 10 présentes, de pour elle et en son nom, passer par  
 devant tous notaires qu'il appartiendra le désistement  
 du bail par elle fait sous le nom du sieur Vezon,  
 de la ferme des Coches et Carrosses de la Ville de Rennes  
 et autres villes de Bretagne, qu'elle avait pris des  
 15 Pères de la Mission établis à *Saint* Lazare au faubourg  
*Saint* Denis à Paris, ledit bail passé par devant Paizant<sup>4</sup>

<sup>1</sup> CLAUDE-JOSEPH DE FERRIÈRE, *La science parfaite des notaires*, Paris, 1733, Tome I, beginning page 607.

<sup>2</sup> Précý-sur-Oise, southwest of Creil (Oise), and Beaumont-sur-Oise (Val d'Oise), southwest of Précý.

<sup>3</sup> Twenty-eight communes have this name in France, four of which are in the Oise. Hence it is impossible to be certain which one is meant.

<sup>4</sup> Étienne Paisant, at work from 19 July 1611 to 3 July 1660 (Étude LXVI of the Minutier Central) was one of some 20-25 normal notaries used by the Congregation of the Mission. The fact that his name was written again at the beginning of the following line, "Paizant nott son," "nott" being the abbreviation of "nottaire," followed immediately by "son" which comes after Dupuis, and was struck through, shows that this is not the "minute" of the document, which always remained in the possession of the notary, but the

- ~~Payzant nott son~~ <struck through> notaire royal au Châtelet de Paris, et Dupuyc<sup>5</sup> son compaignon, le XXVII<sup>me</sup> jour de septembre MVI<sup>cent</sup> quarante et ~~trois~~ deux <above trois>, et de ceci passer
- 20 pour ladite constituante tous actes qu'il avisera bon être. ~~Promettant etc.~~ <struck through> Promettant etc. obligeant etc.
- Fait et passé au château dudit Précy le XIII<sup>me</sup> jour de may MVI<sup>cent</sup> quarante et quatre, en présence de Jehan Randon, sieur de Compen,<sup>6</sup> et Thomas Maris, approuvé d'eux,
- 25 Marthe Goupil
- Randon <paraph><sup>7</sup>
- R. Demasé<sup>8</sup> <paraph> Paisant <paraph>
- 28 Cremasson <paraph>
- <Addition nine days later in another hand>
- 29 Paraphé par les partyes et nottaires soubzsignés, suivant <paraph of Demasé>

### Sheet 2 verso

- 1 certain acte ce jourd'huy passé par devant lesdits notaires soubzsignés. Fait ce vingt troisiemes may MVI<sup>cent</sup> quarante quatre
- R. Demasé <paraph> Vincens Depaul <paraph>
- 5 D Cusset <paraph> C. Moufel<sup>9</sup> ?(or Moutel)? <paraph>

“grosse,” a copy made for one of the parties. Here the copyist skipped a line but noticed it immediately. The official paraphs after the names assure the authenticity of the “grosse” copy.

<sup>5</sup> This is Jean Dupuys, written here Dupuyc, employed from 24 September 1616 to 3 September 1648 (Étude XXXIV of the Minutier Central). He was one of the notaries for the Foundation Contract of the Congregation of the Mission (CCD 13, doc. 59, p. 217), with Nicolas Le Boucher (from Étude LXXVIII).

<sup>6</sup> Probably Compans, a village in Seine-et-Marne, an arrondissement of Meaux.

<sup>7</sup> The use of a legal “paraph” or “flourish” (French: *paraphe*, *parafe*) after a signature was required to authenticate the signature in legal documents.

<sup>8</sup> The “De” of this name had been separated from “Masé” by the notary. It was typical in that period for a person to join the “De” to their name in their signature, just as Vincent did.

<sup>9</sup> Moufel or Montel, but probably Moufel, written Moufle in line 28 of sheet 614 of the document of 23 May below. This notary and Demasé have not yet been identified.

## Translation

### Sheet 1 recto

- 1 Before the royal notary<sup>10</sup> of the county of  
 Beaumont and the castellany of Creil, the undersigned resident  
 of Précý,  
 there comes Marthe Goupil, widow of the late Ghislain  
 Frappiet, during his life one of the four messengers<sup>11</sup> between  
 5 Poitiers and Paris, presently receiving income from the land and  
 the seigniory  
 of Précý, and living there. She has appointed  
 as her general and special agent René de Matsé,  
 esquire, sieur of Plessis, advocate in the Privy Council of the  
 King.<sup>12</sup> She has granted him and hereby grants authority  
 10 for her and in her name to handle, in the presence of  
 all the notaries to whom the matter pertains, the withdrawal  
 from the lease which she entered into in the name of sieur  
 Vezon,  
 of the farm<sup>13</sup> of the Coaches and Carriages of the City of Rennes  
 and other towns of Brittany, which she took on  
 15 the Fathers of the Mission established at Saint Lazare in the  
 faubourg  
 of Saint Denis in Paris; the lease had passed before Paizant  
 royal notary of the Châtelet of Paris,  
 and Dupuyc his associate, on the twenty-seventh day of  
 September, 1642, and from him to the  
 20 said party all the documents that he would advise  
 to be proper. Promising, etc., obliging, etc.  
 Done and agreed at the château of the said Précý, the fourteenth  
 day of May, 1644, in the presence of Jehan  
 Randon, sieur of Compen, and Thomas Maris, approved by  
 25 them,  
 Marthe Goupil

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<sup>10</sup> A royal notary was named by the king and had jurisdiction over a determined territory, even if a person who should present himself lived elsewhere. A seigniorial notary had jurisdiction only over persons residing in the seigniory.

<sup>11</sup> "Messenger" here referred to the person in charge of transporting letters or packages from one city to another.

<sup>12</sup> The Privy Council, which the king rarely attended in person, managed matters of justice and administration, whereas the High Council and the Council of State managed the government.

<sup>13</sup> Not an agricultural farm but a company responsible for providing leases.

- Randon <paraph>  
 R. Demasé <paraph> Paisant <paraph>  
 28 Cremasson <paraph>  
     <Addition nine days later in another hand>  
 29 Signed and paraphed by the undersigned parties and notaries:  
     <paraph of Demasé>

Sheet 2 verso

- 1 a certain document today passed before  
 the said undersigned notaries. Done this twenty-third day of  
 May 1644.<sup>14</sup>  
 R. Demasé <paraph> Vincens Depaul <paraph>  
 5 D. Cusset <paraph> C. Moufel ?(or Moutel)? <paraph>

**SECOND DOCUMENT****Transactions concerning withdrawal from the lease**

Monday, 23 May 1644

The original of this document is found in the Lee Kohns Collection, Manuscripts and Archives Division, The New York Public Library, Astor, Lenox and Tilden Foundations, which graciously allowed its publication in *Vincentiana*. It was transcribed by Fr. Bernard Koch, C.M., and reviewed by Philippe Moulis, historian of Boulogne-sur-Mer.

**Transcription**

[sheet 1, recto]

6<sup>c</sup> XIII

Du XXIII<sup>e</sup> May MVI<sup>c</sup> XLIII

(Pro?, ou Ser<sup>vice</sup>) ?payé?

- 1 Furent présents en leurs personnes Messire Vincent de Paul,  
 prêtre, supérieur général des prêtres de la Mission établie à Saint  
     Lazare,  
 propriétaires des coches *et* carrosses allant *et* venant de cette  
 ville de Paris en la ville de Rennes et aux villes de la province  
 5 de Bretagne, demeurant les sieurs De Paul audit Saint Lazare les  
 Paris, d'une part, et René Demasé, écuyer sieur du Plessis,

<sup>14</sup> Signed on the same day as the second document below.

- advocat au Conseil Privé du Roy, demeurant à Paris, rue de l'Arbre secq, paroisse Saint Germain de l'Auxerrois, ou <sup>15</sup> nom et comme procureur de honorable femme Marthe Goupil, veufve de feu Gillain
- 10 Frappier, vivant l'un de quatre messaigers ordinaires de Poitiers à Paris, d'elle fondé de procuration passée par devant Lemasson, notaire royal au Conté de Beaumont et châtelleyenye de Creil, résidant à Précý, le quatorzième du présent mois et an, spéciale en substance, <letter crossed out> pour faire et passer au présents, ainsy qu'il est apparu
- 15 aux notaires soubzsignez, par l'original d'icelles, étant en après <sup>16</sup> signé Marthe Goupil, Randon Paris, R. Demasé et Lemasson, qui est demeuré annexé à la présente minutte <sic> après avoir été paraphé ne varietur par ledit sieur Masé et dudit sieur de Paul, et à laquelle Goupil icelluy sieur Masé promect faire ratifier au présents <sic> et à l'entretènement <sup>17</sup>
- 20 d'icelle, la faire obliger <sup>18</sup> et en fournir acte de ratification valable audit sieur de Paul ?**en lestepre?** de Paris, toutes fois et quand il en sera requis, sans néanmoins que le défaut de ladite ratification puisse faire préjudice à ces dits présents, ladite Goupil ayant droit par déclaration de Jean Vezon, qui aurait pris <word crossed out>
- 25 à ferme lesdits coches et carrosses par bail passé par devant Dupuis et Paysant, notaires, le vingt septième septembre MVI<sup>c</sup> quarante deux, ainsy qu'il est porté en l'acte de ladite déclaration passée par devant Le Vasseur et ledit <scratched or blotted> Moufle, lesdits notaires soubzsignez, le dernier décembre audit an MVI<sup>c</sup> quarante deux. D'autre part lesquelles

<sup>15</sup> = au.

<sup>16</sup> The reading is uncertain, possibly *en propre*.

<sup>17</sup> The reading is uncertain.

<sup>18</sup> "Oblige" is a technical legal term used in contracts. It means not only a natural moral obligation, but an obligation entered into in law, passed by notaries, for a loan of money or something else. It differs from simple promises made with ordinary signatures. An "obligation" must contain the reason why it is entered into.

- 30 parties, pour éviter aux différends *qui* étaient prêts  
à nestre<sup>19</sup> entre eulx, parce *que* ladite Goupil prétendait  
ledit Père de Paul devoir être tenu de la dédommager  
des non jouissances par elle souffertes en ladite ferme à cause  
des
- 34 empêchements formés à ladite jouissance par les ~~fermiers~~ <*struck  
through, blotted*>

[sheet 1 verso]

[6<sup>c</sup> XIII verso]

- 1 messagers de ladite Province jusque à ce jour, ou  
à faire cesser iceux empêchements pour l'avenir.  
À quoi ledit Père<sup>20</sup> de Paul maintenant n'être obligé,  
attendu que ladite Goupil étant tenue, suivant ledit bail,
- 5 à faire l'établissement desdits coches et carrosses à ses frais  
et dépens, et ?lor? s'il y avait quelque empêchement, elle  
devait se pourvoir contre ceux qui avaient formé lesdits  
empêchements et continuer les poursuites ?encommencés?<sup>21</sup> à ce  
sujet,  
comme aussi pour éviter à tous frais et dépens
- 10 qu'il conviendrait faire à cause desdits différends. Ont  
convenu *et* accordé entre eulx ce *qui* ensuit, c'est assavoir  
que lesdits Pierre de Paul et *sieur* Masé, audit nom, se sont  
volontairement désistés et départis, se désistent et départent  
par cesdites présentes, dudit bail ?casent<sup>22</sup> *ou* casau? *et* accordent  
qu'il demeure
- 15 nul et résolu<sup>23</sup> pour le temps *qui* en reste audit jour du jourd'huy  
en avant. Ce faisant, ladite Goupil, déchargée tant pour  
le passé que pour l'advenir des loyers et fermaiges  
+ et carrosses desdits coches +, sans *que* en après ledit Pierre <*sic*>  
de Paul lui en  
<*paraphs*> puisse faire aucune demande en quelque sorte *et*  
manière
- 20 que ce soit, ains<sup>24</sup> icelluy Pierre de Paul l'en décharge  
purement et absolument, sans autre dépens, dommages  
et intérêts de part et d'autre. Au moyen de quoy  
ledit Pierre de Paul consent *et* accorde, *ou*tre ce *que*  
dessus, que ladite Goupil se pourvoie *et* continue ses poursuites

<sup>19</sup> An old spelling for naître.

<sup>20</sup> Incorrectly written throughout as "Pierre."

<sup>21</sup> Doubtful reading, because the word *encommencé* is not known. It seems the only possible reading and may be a word used only by the scribe.

<sup>22</sup> "Casent," that is, "cassent" (to break the lease).

<sup>23</sup> Meaning *dissous*, dissolved.

<sup>24</sup> = *mais*.

- 25 si bon lui semble à lencontre desdits messagers et autres  
 qui auraient formé lesdits empêchements, pour avoir ses  
 dommagemens<sup>25</sup> à cause desdites non jouissances jusque à ce  
 jourd’huy, sans néanmoins  
 que, pour raison de ce, ledit Père de Paul puisse être tenu  
 d’aucune garantie desdits dédommages, ni même que faulte  
 d’icelluy  
 30 et desdits fautifs ladite Goupil puisse avoir aucun recours contre

[sheet 2 recto]

6<sup>c</sup> XV

- 1 icellui Pierre de Paul ni rejeter contre lui aucuns  
 frais et dépens, ains ?l’en garde? et indemnise de tous ceux  
 qui pourraient être prétendus par lesdits messagers.  
 Toutesfois a été convenu entre les parties qu’en cas que  
 5 la poursuite du procès intenté contre lesdits messagers  
 pour lesdites non jouissances ?dont monsieur de Mouchal?<sup>26</sup>  
 est à présent rapporteur, ledit sieur de Paul fasse  
 garde d’y trouver quelques frais et dépens. Il rejettera  
 iceux ?parsietrans?<sup>27</sup> sur ceux qui pourront être  
 10 adjugés. Et pour l’exécution des présentes et ?cy pendants?,  
 lesdites parties ont élu et élisent leur domicile irrévocable en  
 ladite  
 ville en Paris, savoir, ledit sieur de Paul audit Sainct Lazare, et  
 ledit  
 C. de Masé, audit nom, en la maison où il est demeurant,  
 devant déclarée, ausquelz lieux ?nousxxx? Promettant etc.  
 15 obligeant etc. chacun en droit, soi et ?xxx? Fait et passé, savoir  
 pour ledit [~~xxx en la~~] <struck through, blotted> sieur de Paul  
 audit Saint Lazare, et ledit  
 sieur de Masé, audit nom, en la maison ?xxx? de ?xxx? secrétaire  
 du Roi, size rue de Montmartre, l’an M 6<sup>c</sup> quarante  
 quatre, le vingt-troisième jour de Mai après midi  
 20 Ont signé, notifié, les présentes  
 Vincens Depaul <paraph>  
 R. Demasé  
 Moufel ?(or Moutel)?<sup>26</sup>  
 24 D. ? ?Cusset or Busset?

<sup>25</sup> For *dédommagements*.

<sup>26</sup> Probably the same Moufel as above. The scribes wrote as they heard the name or as they could while reading from the minute that they were copying. The handwriting was often barely legible since it was done hastily.

<sup>27</sup> The end of the document is filled with nearly illegible terms. This may be a form of *poursuite*, and it may be two words written together, a common occurrence in manuscripts of the period.

## Transcription

[sheet 1, recto]

6<sup>c</sup> XIII

The twenty-third of May 1644

Paid

- 1 Present in person were Messire Vincent de Paul,  
 priest, superior general of the priests of the Mission established  
 at Saint Lazare,  
 owners of the coaches and carriages going and coming between  
 this  
 city of Paris into the city of Rennes and the towns of the  
 province
- 5 of Brittany, with sieur De Paul living at the said Saint Lazare les  
 Paris, on the one hand; and René Demasé, esquire, sieur of  
 Plessis,  
 advocate at the Privy Council of the King, residing in Paris on  
 rue  
 de l'Arbre secq,<sup>28</sup> parish of Saint Germain de l'Auxerrois, in the  
 name of,  
 and agent of, the honorable woman Marthe Goupil, widow of the  
 late Gillain
- 10 Frappier, in his life one of the four ordinary messengers between  
 Poitiers and Paris,  
 established by her as her proxy, passed before Lemasson,  
 royal notary of the County of Beaumont and the castellany of  
 Creil,  
 residing at Précy, on the fourteenth of the current month and  
 year, and her special agent in substance,  
 to have the proxy passed before the present notaries, as it has  
 appeared
- 15 to the undersigned notaries, by an original of the texts later  
 signed  
 Marthe Goupil, Randon Paris, R. Demasé and Lemasson,  
 which was joined to the present minute after being signed with  
 paraphs  
*ne varietur*<sup>29</sup> by the said sieur Masé and the said sieur de Paul;  
 and to the same Goupil  
 the aforementioned sieur Masé promises to have ratified before  
 the present [notaries] and for her
- 20 certainty to oblige her to provide the valid act of ratification to

<sup>28</sup> Between the Place Saint-Germain l'Auxerrois and the rue Saint-Honoré, 75001, Paris.

<sup>29</sup> "Lest it be changed," that is, by anyone else.

the said sieur de Paul **?en lestepre?** in Paris, as many times and  
 whenever it will be requested,  
 without, however, allowing the default of the said ratification  
 to be able to harm the said parties present, since the said Goupil  
 has  
 the right, by the declaration of Jean Vezon, who is supposed to  
 have taken  
 25 by lease on the farm the said coaches and carriages, passed  
 before  
 Dupuis, and Paysant, notaries, the twenty-seventh of September  
 1642, as recorded in the document of the said declaration passed  
 before Le Vasseur and Moufle, the undersigned notaries, on the  
 last  
 day of December, in the year 1642. Then, these  
 30 parties, to avoid the differences that were ready to  
 arise between them, since the said Goupil held  
 that the said Père de Paul should be obliged to recompense  
 the lack of income suffered from the said farm because of the  
 34 obstacles placed to the said income by the

[sheet 1 verso]

[6<sup>c</sup> XIII verso]

1 messengers of the said Province up to today, or  
 to cause these obstacles to cease in the future.  
 To this charge, the said Père de Paul maintained that he was not  
 obliged,  
 since the said Goupil was responsible, according to the said lease,  
 5 to establish the said coaches and carriages at her cost  
 and expense, and then, if there were any obstacle, she  
 was supposed to act against those who had placed the said  
 obstacles and to continue to pursue the matter already begun,  
 likewise to avoid all costs and expense  
 10 that might arise because of the said differences. They have  
 agreed between them on the following: that is,  
 that the said Pierre [*sic*] de Paul and sieur Masé, in her name,  
 have  
 voluntarily desisted and annulled, and do desist and annul  
 by these documents, the broken (?) lease, and they agree that it  
 remains  
 15 null and void for the remaining time from today  
 onward. In doing this, the said Goupil is freed both for the  
 past and for the future from the rentals and income  
 of the said coaches [\* and carriages <*paraphs*>], so that  
 afterwards,  
 the said Pierre [*sic*] de Paul can make no demand on her in any  
 way or manner

- 20 but Pierre [*sic*] de Paul frees her from them  
 purely and absolutely, without other expense, damages  
 and interests on one side or the other. By means of this  
 the said Pierre [*sic*] de Paul consents and agrees, in addition to  
 what is found  
 above, that the said Goupil may see to and continue her pursuit,  
 25 if it seems good to her, to deal with the said messengers and  
 others  
 who are supposed to have placed the said obstacles,  
 to get indemnification because of the said lack of income up to  
 today, without,  
 nevertheless, for that reason, the said Père de Paul being able to  
 be obliged  
 to any guarantee for the said indemnification, nor even, should  
 this not be forthcoming  
 30 the said Goupil should have no recourse for the said faults  
 against

[sheet 2 recto]

6<sup>c</sup> XV

- 1 Pierre [*sic*] de Paul nor bring up against him any  
 costs or expense, but she should protect him from them and  
 indemnify him against all those  
 which might be claimed by the said messengers.  
 However, it has been agreed between the parties that in case  
 5 the pursuit of the matter against the said messengers  
 for the said non-payments, of which Monsieur de Mouchal (?)  
 is the rapporteur, the said sieur de Paul should take  
 care not to find any charges or expense. He will reject  
 the legal pursuits against those who might be judged.  
 10 And for the execution of these present and pending documents,  
 the said parties have chosen and do choose their irrevocable  
 domicile in the said city of Paris,  
 that is, the said sieur de Paul at the said Saint Lazare,  
 and the said C. de Masé, in her name, in the house where he  
 lives stated above, in which places we (?) Promising, etc.  
 15 obliging, etc. each in law, (?) Concluded and passed, that is  
 for the said sieur de Paul at the said Saint Lazare, and the said  
 sieur de Masé, in her name, in the house of (?), secretary  
 of the king, located on rue de Montmartre, in the year 1644,  
 the twenty-third day of May in the afternoon.  
 20 The following have signed and attested to the present documents  
 Vincens Depaul <paraph>  
 R. Demasé  
 Moufel ?(or Moutel)?<sup>26</sup>  
 24 D. ? ?Cusset or Busset?

\* \* \* \* \*

## **Conclusion**

Like several others, these documents help us understand one of the elements of the intense activity of Monsieur Vincent in material or financial matters. In these he was able to find the resources of all sorts to help the poor and the provinces ruined by wars. These were not only gifts but also agricultural establishments and investments in several coach companies, such as Rennes, Rouen, Soissons, etc. As is seen here, these often entailed delicate problems.

These documents also help us understand his personality somewhat better. He was tough in business matters, having been trained in knowledge of legal procedures from his youth, since he had a maternal uncle who was a royal attorney at the presidial court of Dax. He was at one and the same time both hard and accommodating, and opposed to lawsuits. Also, he always knew how to be accommodating and to resolve matters amicably. We have several other documents that show the same trait.