The Nobility of Toulouse in the Eighteenth Century
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APPENDIX D

SAMPLE DOCUMENTS

(1) *A Sharecropping Contract (Bail à demy fruits)*

(Register 18105, p. 361. August 1, 1779)

In the year one thousand seven hundred and seventy nine, the first day of August in the afternoon, at Villefranche de Lauragais was present before us, royal notary of the said town, Jaques Maurel, living at Seyres, agent of high and powerful seigneur Marquis d'Hautpoul, administrator of the said land of Seyres, who, by his free will, has leased and hereby leases for work and cultivation at half fruits to Pierre Reynes and Mathieu Reynes, father and son, *laboureurs*, living at the farm of Gérie, consulat of Reneville, both present and accepting jointly (*l'un pour l'autre et l'un d'eux seul pour le tout*) without division or discrimination, unless expressly renounced: the farm called la Grave and the lands in dependence, situated in the consulat of Seyres, diocese of Toulouse, with the exception of one meadow situated in the jurisdiction of Lagarde, which was attached to the said farm, and which the said Maurel expressly reserves as not being part of the present lease. This present lease is established for the time and term of one year, beginning the first of November of this year, during which time the said lessees will act on the said lands as good husbandmen (*bons ménagers et bons pères de famille*). The said lease is also established on the following conditions:

1) The said lessees will furnish all kinds of seed, and the yield will be divided to the *sol* and the *pugnère*, after the said Maurel will have taken twenty setiers of wheat from the harvest, which the said lessees will give to him in advance. The remaining wheat will be divided as it is said. The portion of the said Maurel is to be delivered after cutting and flailing, as well as all the other kinds of grain which will be brought to the château of Seyres without costs for the said Maurel.

2) As the cultivated land is in "three fields" (*trois labours*), the lessees will be held to maintain it in this state, without being authorized to alter the system or to interchange its order, under punishment of being held responsible for all major damages and interests. The land will be cultivated in such a way that one part will be planted in wheat, the second part will be in fallow (*guèret pur*), and the third will be planted with maize, beans, or other vegetables and grains, and if they do not want to plant it entirely, they will notify the said Maurel, so that he can lease the land which they do not want to some other party whom he chooses. In this case, they will not have any right to this portion.
3) As the lessees are not permitted to plant anything on the fallow, in case they do, they will not receive any portion of this harvest, unless the said Maurel gives them his permission.

4) All kinds of livestock and sheep will be held in common, and all profits and losses will be shared equally.

5) They will have charge of the hay and straw, and in case there is a shortage of these forages, they will have to buy half of it themselves.

6) They will dig the ditches, cut the brush, and will make drains for the water, in short, do everything necessary on the said lands; they will have charge of the vines which they will work and prune at the proper time and season, and their fruits will be shared as well as the vine-branches; they will furnish the carts, harnesses, plows, iron-tools and other instruments necessary for cultivation, without the said Maurel being held to furnish anything; yet, if there is some tree on the said land which is convenient for repairing work tools, it will be furnished by the said Maurel.

7) They will pay as rent: Thirty six chickens on St. John the Baptist's Day, thirty six capons on All Saint's Day, thirty six chickens on Christmas; the said fowl and six hundred eggs during the course of the year.

8) They alone will buy the young pigs, which will be later divided and of which the said Maurel will have the choice; they will raise geese and ducks and turkeys which will also be divided by the choice of the said Maurel, and in case that he does not wish any of this fowl, they will be held to give six fat geese to the said Maurel, to be delivered on the first of December, and in this case only and not otherwise the said Maurel will pay them the sum of six livres for the said six geese, fat or not.

9) The said lessees will be held to make the plows which are ordered by the said Maurel, and they will have to pay the order to the blacksmith themselves. Comprised in the lease is a vineyard which is north of the farm and of a surface of about two arpents.

The parties declare that the said fruits do not exceed the value of two hundred and fifty livres, and in order to observe the above stipulations, the parties pledge their possessions to Justice: The said Maurel those of the said Seigneur Marquis d'Hautpoul and the said Reynes theirs, present and future.

Made and sealed in our study in the presence of the Sirs Jean Paul Pujol and Louis Antoine Majoret, practitioners living in this town, signing below as witnesses. The parties declare not to know how to sign.

Signed: Pujol fils, Majoret, Pujol.
APPENDIX D

Notice that a natural meadow is reserved for Hautpoul's agent, that he takes 20 setiers of wheat before any division takes place, and that his share is transported to the château without cost. Notice also that the three field system is absolutely obligatory (wheat, maize, fallow), and that the sharecroppers must pay half the cost of any extra forage that is needed. All drainage and upkeep must be done by the sharecroppers; they must furnish all the tools and pay the blacksmith for any repairs. They must pay a substantial rent in fowl and pigs. An estimate of the value of the harvest is made to prevent "errors" in the division of the fruits. Finally, notice that the sharecroppers cannot write. Since the rent in fowl is 36 pairs, the farm is about 75 arpents. If the land was worked in three equal fields or "labors," the seigneur received three-fourths of the net harvest of wheat.

In the Lauragais a farm of 75 arpents had about 20% of its surface in meadow and wood. Hence, about 60 arpents were cultivable. If the "three labors" were equal (20 arpents wheat, 20 arpents fallow, 20 arpents maize), customary practice at Seyres in 1750, the yield of wheat at 5 setiers per arpent would be 100 setiers. Following Article I of the contract above, one can calculate as follows:

\[
\begin{align*}
100 & \text{ setiers yield of wheat} \\
- & \quad 20 \text{ setiers "taken in advance" by the seigneur} \\
& \quad 80 \\
- & \quad 10 \text{ setiers cost of cutting and flailing} \\
& \quad 70 \text{ setiers} \\
- & \quad 35 \text{ setiers "half-fruits" to the seigneur} \\
& \quad 35 \\
- & \quad 20 \text{ setiers seed furnished by the lessees} \\
& \quad 15 \text{ setiers net for the lessees}
\end{align*}
\]

Hence, the Marquis d'Hautpoul would receive a total of 55 setiers of wheat and the lessees 15 setiers. A family of five would require about 20 setiers of wheat per year for minimum subsistence.
(2) A Printed Form of a Royal Stay (Sauf-Conduit)

New Stay of ..................., beginning .................,
"In the Name of the King."

His Majesty, wishing M. ................... to continue his affairs by this means, grants him a new stay (sauf-conduit) for his person during ................... from this day on, during which time His Majesty prohibits all his creditors to exercise any constraint over him.

Dated and signed
"Louis."

The Royal Stays were issued by the Intendant on recommendation of the Subdelegate. They had a time-limit of six months to two years and could be renewed.

(3) A Contract of Marriage

(A. D., Contrats de mariage séparés, 11803, March 24, 1722)

This is not a sample document but a summary of the articles of a marriage contract.

Prospective Husband: M. François-Denis de Pavie de Becarie, Marquis de Fourquevaux (military nobility)

Prospective Wife: Dlle Henriette de Catellan (daughter of a councilor of Parlement)

Attending:

For Groom:
1. Dame Marie de Prohenques de Fourquevaux, widow, mother of the prospective husband.
2. M. de Pavie de Fourquevaux, brother of the prospective husband.

For Bride:
1. Dame Marie de Boisset de Catellan, widow, mother of the prospective wife.
2. M. Jean-Baptiste de Catellan, Former Canon of the Church of Toulouse, great uncle.
4. M. Jean-Louis de Catellan, Councilor of the King at the Parlement of Toulouse, brother.
5. M. Aimable de Catellan, Canon of the Church of Toulouse, brother.
Articles of Marriage:

1. The marriage will be celebrated according to the rites and usages of the Roman Catholic and Apostolic Church.

2. Dame de Catellan, mother, promises to "gild" (dorer) the bride, that is, provide her trousseau.

3. For the charges of the marriage, Dame de Catellan constitutes 8000 livres for the amount of the paternal portion regulated between the future wife and her brother, Seigneur de Catellan. The future wife renounces all claims to a paternal portion. Seigneur de Catellan pays 2000 livres at present to the prospective husband. The remaining 6000 livres will be paid by the brother of the bride as follows:
   - 4000 livres in three months
   - 2000 livres in two years at 4% (denier vingt-cinq) (to be paid in coin, not in any kind of paper)

4. Dame de Catellan, mother, constitutes 4000 livres, payable by the Seigneur de Catellan, brother, on the same conditions as above (in two years at 4%).
   - The future wife renounces all claims to a maternal portion, unless the number of Catellan children diminishes before the death of her mother, Dame de Catellan.

5. M. Jean-Baptiste de Catellan, canon, great uncle of the bride, makes a donation to his grand niece of 2500 livres to be paid as follows:
   - 1500 livres already "ceded to the Seigneur de Fourquevaux on M. le Comte de Miran."
   - 1000 livres paid after his death without interest.

6. Dlles. de Catellan, aunts of the bride, constitute 8000 livres payable by the Seigneur de Catellan after the death of the aunts.
   - If the prospective wife dies without children, this donation will be returned to the aunts or to other heirs whom they may designate.

7. M. Aimable de Catellan, canon, brother of the bride, makes a donation of 1000 livres payable after his death and under the above conditions of "right of return."

8. All of these sums total 23,500 livres, of which only 12,000 are "dotal." Following the Customs of Toulouse, if the prospective wife dies first, her husband will gain the 12,000 livres. In the contrary case, the prospective wife will gain the 12,000 livres and the "increase" (augment) of 6000 livres.

9. Nevertheless, the prospective husband will enjoy the revenues on the entire sum of 23,500 livres.

10. The prospective husband will recognize on all his property all of the sums he will receive and he does recognize the 2000 livres received at present.

11. If the prospective wife dies childless, the prospective husband
will retain 12,000 livres of the sums received. The rest will be restored to the family Catellan.

12. If the prospective husband dies first, the prospective wife will have an apartment in the château of Fourquevaux and 1000 livres during the year of mourning.

13. M. de Fourquevaux, brother of the prospective husband, cedes, remits, and transports all of his property, rights, and claims in his quality as heir or beneficiary of his father, Marquis de Fourquevaux (who died of wounds received at the Battle of Hochstädt in 1704) to his brother in return for a life annuity of 600 livres per year. He can claim no change in this annuity for whatever reason. He also reserves the use of a furnished room in the château of Fourquevaux.

14. "Finally, the prospective married couple has given to one of the male children to be born of this marriage half of all their property, present and future, preferring to elect and name him, . . . but if they fail to name him, they have named and elected the eldest son not engaged in Holy Orders."

Signed at Toulouse, March 24, 1722
by the Fourquevaux and Catellan families before witnesses.

Notice that of the total dowry of 23,500 livres, only 12,000 livres represented the paternal and maternal portions for which Seigneur de Catellan, eldest brother, was responsible. The rest was payable by an array of relatives, generally after their deaths. Of the 12,000, Catellan paid 8000 (4000 in claims on third parties) by August 15, 1772. (Account on cover of marriage contract)