TWO UNPUBLISHED DOCUMENTS OF SAINT VINCENT DE PAUL

John E Rybolt, DePaul University

Available at: https://works.bepress.com/john_rybolt/66/
Two unpublished texts of Saint Vincent de Paul are presented here for the first time. They both deal with a legal case involving the coach lines of Rennes and Brittany that the Founder relied on 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. They are given as transcriptions in modern orthography, followed by a translation.

The first document is a preliminary statement by Marthe Goupil that it is her intention 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. 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 châtellenie de Creil, résidant à Précy, soussigné,
fut présente Marthe Goupil, veuve de feu Ghislain
Frappiet, vivant l’un des quatre messagers ordinaires

5 de Poitiers à Paris, de présent recevuse de la terre et
et seigneurie de Précy, y demeurant, laquelle a constitué
son procureur général et spécial René de Matsé,
écuyer, sieur du Plessis, 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

---

2 Précy-sur-Oise, south-west of Creil (Oise), and Beaumont-sur-Oise (Val d’Oise), southwest of Précy.
3 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.
Payzant nott son <struck through> notaire royal au Châtelet de Paris, et Dupuy 5 son compagnon, le XXVIIème jour de septembre MVICent quarante et trois <above trois>, et de ceci passer 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 XIIIème jour de may MVICent quarante et quatre, en présence de Jehan Randon, sieur de Compen, 6 et Thomas Maris, approuvé d’eux,

25 Marthe Goupil

R. Demasé 8 <paraph>
Paisant <paraph>

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 jour’d’huy passé par devant lesdits notaires soubsignés. Fait ce vingt troisième may MVICent quarante quatre

R. Demasé <paraph> Vincens Depaul <paraph>

5 D Cusset <paraph> C. Moufel 9 ?(or Moutel)? <paraph>

Translation

Sheet 1 recto

1 Before the royal notary 10 of the county of Beaumont and the castellany of Creil, the undersigned resident of Précy, there comes Marthe Goupil, widow of the late Ghislain Frappiet, during his life one of the four messengers 11 between Poitiers and Paris, presently receiving income from the land and the seigniory.

4 Étienne Paisant, at work from 19 July 1611 to 3 July 1660 (Étude LXVI of the Minutier Central) was one of some twenty or twenty-five 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 Dupuys, 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 “grosse,” a copy made for one of the parties. Here the copyist skipped a line but noticed it immediately. The official parahs after the names assure the authenticity of the “grosse” copy.

5 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).

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

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

8 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.

9 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.

10 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.

11 “Messenger” here referred to the person in charge of transporting letters or packages from one city to another.
of Précy, 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. She has granted him and hereby grants authority 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 of the Coaches and Carriages of the City of Rennes and other towns of Brittany, which she took on 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 Dupuy the associate, on the twenty-seventh day of September, 1642, and from him to the 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 Précy, the fourteenth day of May, 1644, in the presence of Jehan Randon, sieur of Compèn, and Thomas Maris, approved by them,

Marthe Goupil
Randon <paraph>
R. Demasé <paraph> Paisant <paraph>
Cremasson <paraph>

<Addition nine days later in another hand>
Signed and paraphered by the undersigned parties and notaries:
<paraph of Demasé>

sheet 2 verso
a certain document today passed before the said undersigned notaries. Done this twenty-third day of May 1644.

R. Demasé <paraph> Vincens Depaul <paraph>
D. Cusset <paraph> C. Moufel (?or Moutel)? <paraph>

12 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.
13 Not an agricultural farm but a company responsible for providing leases.
14 Signed on the same day as the second document below.
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]

Du XXIIIF May M VIᵉ XLIII

(Pro?, ou Ser?) ?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 de Bretagne, demeurant les sieurs De Paul audit Saint Lazare les Paris, d’une part, et René Demasé, écuyer sieur du Plessis, advocat au Conseil Privé du Roy, demeurant à Paris, rue de l’Arbre secq, paroisse Saint Germain de l’Auxerrois, ou nom et comme procureur de honorable femme Marthe Goupil, veuve de feu Gillain Frappier, vivant l’un de quatre messagers ordinaires de Poitiers à Paris, d’elle fondé de procuration passée par devant Lemasson, notaire royal au Conté de Beaumont et châtellenye de Creil, résidant à Précy, le quatorzième du présent mois et an, spéciale en substance, pour faire et passer au présents, ainsy qu’il est apparu aux notaires soubzsignez, par l’original d’icelles, étant en après signé Marthe Goupil, Randon Paris, R. Demasé et Lemasson, qui est demeuré annexé à la présente minutte 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 et à l’entretènement d’icelle, la faire obliger et en fournir acte de ratification valable audir sieur de Paul ?en lestepré? 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 > à ferme lesdits coches et carrosses par bail passé par devant Dupuis et Paysant, notaires, le vingt septième septembre M VIᵉ quarante deux, ainsi qu’il est porté en l’acte de ladite déclaration passée par devant Le Vasseur et ledit Moufle, lesdits notaires soubzsignez, le dernier décembre audir an M VIᵉ quarante deux. D’autre part lesquelles parties, pour éviter aux différends qui étaient prêts à nestre entre eulx, parce que ladite Goupil prétendait

15 = au.

16 The reading is uncertain, possibly en propre.

17 The reading is uncertain.

18 “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.

19 An old spelling for naitre.
ledit Père de Paul devoir être tenu de la dédommager des non jouissances par elle souffertes en ladite ferme à cause des empêchements formés à ladite jouissance par les fermiers.<br>
1. messagers de ladite Province jusque à ce jour, ou à faire cesser iced empêchements pour l’avenir. À quoi ledit Père de Paul maintenait n’être obligé, attendu que ladite Goupil étant tenue, suivant ledit bail, à faire l’établissement desdits coches et carrosses à ses frais et dépens, et ?ilor? s’il y avait quelque empêchement, elle devait se pourvoir contre ceux qui avaient formé lesdits empêchements et continuer les poursuites ?encommencés? à ce sujet, comme aussi pour éviter à tous frais et dépens qu’il conviendrait faire à cause desdits différends. Ont convenu et accordé entre eulx ce qui en suit, 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 ou casau? et accordent qu’il demeure nul et résolu pour le temps qui en reste aujourd’hui 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 puisse faire aucune demande en quelque sorte et manière que ce soit, ainsiy 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, autre ce que dessus, que ladite Goupil se pourvoie et continue ses poursuites si bon lui semble à lencontre desdits messagers et autres qui auraient formé lesdits empêchements, pour avoir ses dommagemens à cause desdites non jouissances jusque à ce jourd’hui, 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 et desdits fautifs ladite Goupil puisse avoir aucun recours contre 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 la poursuite du procès intenté contre lesdits messagers pour lesdites non jouissances ?dont monsieur de Mouchal? est à présent rapporteur, ledit sieur de Paul fasse garde d’y trouver quelques frais et dépens. Il rejettera icex ?parsieterans? sur ceulx qui pourront être

---

20 Incorrectly written throughout as “Pierre.”
21 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.
22 “Casent”, that is, “cassent” (to break the lease).
23 Meaning dissous, dissolved.
24 = mais.
25 For dédommagements.
26 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.
adjugés. Et pour l’exécution des présentes et cy pendant, lesdites parties ont élu et élisent leur domicile irrévocable en ladite ville en Paris, savoir, ledit sieur de Paul audit Saint Lazare, et ledit C. de Masé, audit nom, en la maison où il est demeurant, devant déclarée, 21 ausquelz lieux ?nousxxx? Promettant etc.


Ont signé, notifié, les présentes

Vincens Depaul <paraph >

R. Demasé

Moufel ?(or Moutel)? 22

D.? ?Cusset or Busset?

Transcription

[sheet 1, recto] 6C 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 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 seq, 28 parish of Saint Germain de l’Auxerrois, in the name of, and agent of, the honorable woman Marthe Goupil, widow of the late Gillain 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 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 29 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 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

27 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.
28 Between the Place Saint-Germain l’Auxerrois and the rue Saint-Honoré, 75001, Paris.
29 “Lest it be changed,” that is, by anyone else.
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 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 obstacles placed to the said income by the 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, 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 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 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 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, 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 the said Goupil should have no recourse for the said faults against 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 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.
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. 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. The following have signed and attested to the present documents

Vincens Depaul <paraph>
R. Demasé
Moufel (?(or Moutel))?
D.? ?Cusset or Busset?

Conclusion

Like several others, this document helps 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.

This document helps us understand his personality a little bit 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, opposed to lawsuits, and he always knew how to be accommodating and to resolve matters amicably. We have several other documents that show the same trait.