

GASPÉ OF YESTERDAY

WISEMAN - TRAVERS MARRIAGE AGREEMENT

30 OCTOBER, 1830

Recalling a Gaspesian marriage agreement
of 165 years ago.

KEN ANNETT

WISEMAN - TRAVERS MARRIAGE AGREEMENT30 OCTOBER 1830

IN WHICH WE WILL MEET -

*JOHN WISEMAN OF THE TOWNSHIP OF HOPE, TRADER,
AND LATER THE SCHOOLMASTER AT GRAND PABOS.

*SARAH TRAVERS OF THE TOWNSHIP OF HOPE, WIDOW
BY HER FIRST MARRIAGE TO THE LATE FRANCOIS
JOURNEAUX, MASON, WHO DROWNED IN BAY CHALEUR
WHEN HIS BOAT, LADEN WITH BRICKS, SANK.

*JAMES TRAVERS, THE FATHER OF SARAH AND SON OF
JOHN TRAVERS, VETERAN SOLDIER OF THE BRITISH
ARMY (36 YEARS SERVICE WITH THE 26th AND 44th
REGIMENTS) AND PIONEER SETTLER AT HOPETOWN
AFTER THE AMERICAN REVOLUTIONARY WAR. THE
MOTHER OF JAMES TRAVERS WAS SARAH TOWNSHEND
WHO HAD MARRIED JOHN TRAVERS IN BELFAST,
IRELAND IN 1760.

*HENRY O'HARA, ESQ., SUB-COLLECTOR OF HIS MAJESTY'S
CUSTOMS AT THE PORT OF NEW CARLISLE. A SON OF
THE GASPÉ BASIN PIONEER SETTLER, FELIX O'HARA.
A JUSTICE OF THE PEACE AND AN OFFICER OF THE
GASPÉ MILITIA.

*ROBERT SMOLLETT (1788-1860) WHO HAD SETTLED AT
NEW CARLISLE CIRCA 1810 AFTER SERVICE WITH THE
ROYAL NAVY IN THE FRIGATE, "ALCMÉNE", CAPTAIN
HENRY DIGBY, R.N., MASTER. MARRIED ANN KEMPFER
AND HAD THREE SONS AND SIX DAUGHTERS.

*MARTIN SHEPPARD, NOTARY PUBLIC. A NATIVE OF THE
ISLAND OF GUERNSEY. FIRST RESIDENT NOTARY IN
GASPESIA. SHERIFF OF THE DISTRICT OF GASPÉ.

30th October, 1830

On the Thirtieth day of October in the year of Our Lord one thousand eight hundred and thirty, Before us the undersigned Martin Sheppard, Notary Public, duly admitted and sworn for the Province of Lower Canada, and the Witnesses hereinafter named and hereunto subscribing, all at present residing at New Carlisle in the District of Gaspé, in the said Province, Personally came, appeared and were present Mr. John Wiseman of the Township of Hope in the County of Bonaventure, in the District and Province aforesaid, Trader, at present at New Carlisle aforesaid of the one Part, and Mrs. Sarah Travers of the Township of Hope aforesaid, Widow by her first marriage of the late Francois Journeaux, in his lifetime of the said Township, Mason, the said Sarah Travers being at New Carlisle aforesaid, of the other Part -

Which said parties to these presents, in the presence of the said Notary and Witnesses hereunto subscribing, did, and by these presents do stipulate, covenant, declare, promise and agree to and with the other of them as follows, that is to say;

The said John Wiseman for himself and in his own name, and the said Sarah Travers, for herself and in her own name, in the presence of the said Notary and subscribing witnesses, and in that of their relations and friends herein after named, that is to say - on the part and behalf of the said Sarah Travers, Widow as aforesaid, James Travers of the Township of Hope aforesaid, Farmer, at present at New Carlisle, Father of the said Sarah Travers, did and do hereby declare, promise, stipulate, covenant and agree to and with the other of them in manner and form following, that is to say - The said John Wiseman did and doth hereby promise to take the said Sarah Travers, Widow as aforesaid, to be his lawful and wedded wife and the said Sarah Travers doth in like manner promise to take the said John Wiseman to be her lawful and wedded husband, and to solemnize their marriage together in due form of Law whenever the one party shall request the other so to do.

And in view of the said intended marriage by Divine permission to be had and solemnized between the said John Wiseman and the said Sarah Travers, Widow, as aforesaid, they the said parties do hereby expressly declare and agree that a "Communaute des biens" shall be and exist between the said John Wiseman and the said Sarah Travers, his intended wife, during the continuance of the said intended marriage, according to the "Coutume de Paris" and other Laws in force in this Province.

And in the presence of us, the said Notary, and subscribing witnesses it was and is hereby further stipulated, covenanted and agreed by and between the said John Wiseman and the said Sarah Travers, Widow, as aforesaid, that upon the death of the said John Wiseman the said Sarah Travers or her heirs or legal representatives as the case may be shall be entitled to demand, have and receive of and from the heirs or other legal representatives of the said John Wiseman all and every such sum and sums of money, goods, chattels, property and estate, real and personal, moveable and immoveable, which shall come to the hand or be in the possession of the said John Wiseman on the day of his decease in right of the said Sarah Travers, his intended wife, by gift, legacy, devise, purchase, inheritance or otherwise.

And to this end it was, in the presence of us, the said Notary and subscribing witnesses and is hereby expressly declared, covenanted and agreed by and between the said John Wiseman and the said Sarah Travers, his intended wife, that neither of the said parties or the property and estate, real and personal, moveable and immoveable of either of them, the said John Wiseman or the said Sarah Travers, his intended wife, shall be chargeable, liable, responsible or bound for the debts contracted previous to the date of the present intended marriage, the which shall be paid liquidately and discharged by the party who shall or may have contracted the same, as aforesaid and from or out of his or her own personal estate and effects without that the other party shall be chargeable or liable therefor or any part or portion of the same.

And in the view of the said intended marriage and for and in consideration of the love and esteem which the said John Wiseman

bears towards the said Sarah Travers, as well as to provide for the future maintenance and support of the said Sarah Travers if she shall survive him, the said John Wiseman, as also to make and secure a provision for the children issue of the said intended marriage with the said Sarah Travers, he, the said John Wiseman did, in the presence of us the said Notary and witnesses hereunto subscribing, and by these presents doth Dower or Endow and settle upon the said Sarah Travers, his intended wife, "à titre de Douaire préfixe", the Capital Sum of One Hundred pounds current money of this Province, for all the rest and residue of the natural life of her, the said Sarah Travers - and which said Capital Sum of One Hundred pounds current money thus settled on Sarah Travers "à titre de Douaire préfixe" as aforesaid is hereby declared to be the property of the children issue of the said intended marriage under the aforesaid "Titre" and as such shall be governed and regulated according to the Laws and Custom in the Province. And for assuring unto the said Sarah Travers and her children, issue of the said intended marriage, the aforesaid sum or "douaire préfixe" of One Hundred pounds said current money, the said John Wiseman doth by these presents affect, bind, pledge, oblige, mortgage and hypothecate all and every the property real and personal, moveable and immoveable which the said John Wiseman doth now own or shall or may hereafter acquire.

And in consideration of the love and affection which the said Sarah Travers bears towards the said John Wiseman, her intended husband, she, the said Sarah Travers did and by these presents doth give, grant and confirm unto the said John Wiseman, accepting hereof by gift or donation "pure, simple entre vifs et irrévocable" such part or portion accruing or which may accrue to the child the least receiving or taking in the succession or estate of the said Sarah Travers (l'enfant le moins présumé) consisting principally in a certain lot or portion of land acquired from the said James Travers, her Father during her first marriage, situate and being in the Township of Hope aforesaid and containing Fifty acres or thereabouts, more or less - bounded in front by the Cape or Cliff surmounting the sea shore, to the East by Richard Mauger, to the West by James Wright, and in rear by Waste lands of the Crown; together with the dwelling house and other buildings and appurtenances thereon erected and built, as

as appears by and in virtue of a certain Deed of Sale passed before Farquhar McRae, Esquire, one of His Majesty's Justices of the Peace for this said District and Witnesses thereunto subscribing, on the eleventh day of May One Thousand Eight Hundred and twenty four and duly deposited in the office of the Prothonotary of this District according to Law.

And for the enregistration of these presents the said parties do hereby constitute the bearer of the Copy hereof their Attorney with all power and authority necessary in the premises. And for the execution hereof the said parties do hereby reciprocally accept of these presents. And for the further confirmation hereof the said parties do hereby make election of domicile irrevocable at their present respective residences in the Township of Hope aforesaid.

THUS DONE AND PASSED at New Carlisle aforesaid at the office of the said Notary on the day and in the month and year herein first above written.

IN FAITH AND TESTIMONY WHEREOF the said John Wiseman and the said James Travers, Father of the said Sarah Travers, have to these presents, first duly read according to Law, set and subscribed their respective names and signatures, save and except the said Sarah Travers who, having declared not to know how to write or sign her hand thereof, duly made her ordinary mark, being a cross, in the presence of Henry O'Hara, Esquire, Sub-Collector of His Majesty's Customs at the Out Port of New Carlisle aforesaid and Mr. Robert Smollett of New Carlisle aforesaid, Yeoman, Witnesses called for the express interests and purposes hereof, and in the presence of and with the said Notary also hereunto severally subscribing.

(SIGNATURES)

John Wiseman

Sarah X Travers

James Travers

M. Sheppard, N.P.

H. O'Hara

Robert Smollett

TRAVERS LAND

RECORDS OF GASPE LAND CLAIMS COMMISSION

CLAIM BY JAMES TRAVERS OF HOPETOWN FOR A CERTAIN PIECE OF LAND CONSISTING OF ABOUT EIGHTY ACRES UNCERTIFICATED LAND IN HOPE CLAIMED BY OCCUPANCY FOR TWENTY THREE YEARS.

ALSO THE EASTERN HALF OF LOT NO.7 IN HOPE CONTAINING TWO HUNDRED ACRES ON A FRONT OF FIVE ACRES, BOUNDED ON THE WEST BY THE REMAINING HALF OF SAID LOT, ON THE EAST BY A VACANT PIECE OF LAND, IN REAR BY WASTE LANDS OF THE CROWN AND IN FRONT BY THE BAIE DES CHALEURS.

CLAIMED BY DEED OF GIFT FROM HIS LATE FATHER, JOHN TRAVERS, DATED MARCH 1815.

[MARGINAL NOTES]

- . About 25 acres cleared
- . One Dwelling House
- . Two Outhouses
- . Nine in family- 7 children- 1 boy-6 girls.All under age.

[FROM KENNEDY'S BOOK OF ARMS]

