

GASPÉ OF YESTERDAY

A MARRIAGE CONTRACT

OF

1838

Members of two prominent families of
the South-West Arm of Gaspé Basin,
John Eden and Ellen Maria Boyle, have
a Marriage Contract drawn up by John
D. McConnell, J.P.

KEN ANNETT

A MARRIAGE CONTRACT OF 1838PREFACE

Members of both the Boyle and Eden families have been referred to in previous issues of the "GASPE OF YESTERDAY" series as these families are of long standing in Gaspesia. Presentation of the following marriage contract of 1838 offers an interesting glimpse across the time-gap of one hundred and fifty years of a formal link between these two families.

Reference to Ellen Maria, the youngest daughter of James and Mary Curtis Boyle, born 1805, can be found in article #236 of the series, "THE FAMILY BACKGROUND AND CAREER OF THE REV. FELIX BOYLE, M.A." Her married sisters were Jane (Mrs. Captain William Hall); Mary (Mrs. Richard Annett); Annabella (Mrs. Abraham Coffin) and Eliza Ann (Mrs. Joseph Languedoc) Her unmarried sisters were Helen and Elizah. As for her brothers whose activities made the Boyle family name known far beyond Gaspé reference can be found in such articles as #148 "SALVAGE BY GEORGE BOYLE" and #186 "GASPESIANS WIN NOTABLE LEGAL CASE IN 1822 BEFORE THE COURT OF KING'S BENCH."

Born in England in the same opening decade of the 19th Century as Ellen Boyle of Gaspé, John Eden migrated to Canada and came to Gaspé in 1827 as a schoolmaster. Having lost his first wife, Sarah Barwood, he was left with a family of young children. As the following document bears witness he remarried with Ellen Maria Boyle in 1838.

John Eden had a role of ever increasing importance in the business, legal and church life of the Gaspé community. A definitive biography of his career is long overdue as part of our Gaspesian heritage.

District of Gaspé
Province of Lower Canada

This Indenture made and passed at Gaspé Basin in the District of Gaspé and Province of Lower Canada before me, John Douglas McConnell, Esq., one of Her Majesty's Justices of the Peace for said District, acting in the behalf of a Notary Public under authority of the Provincial Statute Victoria II, Cap.32 which provides for the absence of a Notary in said District, between John Eden and Ellen Maria Boyle, both of the South West Arm of Gaspé Basin, WITNESSETH:

That the said John Eden, as well for and in consideration of a Marriage shortly (by God's permission) to be held and solemnized between him, the said John Eden, and Ellen Maria Boyle, Spinster, and for the great love and affection which he bears to her, the said Ellen Maria Boyle, and for making provision of some part of the Estate, real and personal (by way of dower) which he, the said John Eden, possesses, to her the said Ellen Maria Boyle if she shall survive the said John Eden, as also in consideration of the sum of Five Hundred Pounds good and lawful money in British Sterling, being the estimated value of the Estate, personal and real unto her belonging and the free property of the said Ellen Maria Boyle; which sum of Five Hundred Pounds as aforesaid he, the said John Eden, doth confess himself to owe and stand indebted unto the said Ellen Maria Boyle and for the better security of the same by way of dowry he, the said John Eden, doth hereby sell, grant, make over, estoff and confirm unto the said Ellen Maria Boyle all and singular the one undivided half of all his property, real and personal as far as the same can be by any Deed of Sale or Transfer made legally liable for the purpose aforesaid as hereinafter described, viz: the undivided half of that piece or parcel of land situated and being on the South West Arm of Gaspé Basin fronting on a bank or branch of the South West River, bounded on the East by lands owned and occupied by Frederick Coffin and on the West by a lot at present occupied by John, which piece or parcel of land was acquired by the said John Eden by purchase from Mr. William Annett (being fully paid, free and unincumbered) including also a lot of land purchased by the said John Eden from Ignace La Gorgendiere

, an Indian, which lot with the buildings thereon is nonetheless held and to be held and possessed by Mr. John Reading during his natural life, the other entire half of said real estate being reserved for the use and benefit of the children of the said John Eden by a former marriage,

And the said John Eden doth hereby further transfer and make over and wholly grant unto the said Ellen Maria Boyle the one half of all and several his chattels and personal effects together with one half of the Buildings and Improvements of whatever nature or kind erected or that may be hereafter erected on the said lots of land, including dwelling houses, and appurtenances, henceforth and forever, subject nonetheless to the restrictions mutually agreed and coventanted between the said John Eden and Ellen Maria Boyle, that is to say to the use of the daid John Eden until the said marriage shall be held and solemnized, to the use and behoof of the said John Eden and Ellen Maria Boyle jointly during their natural lives and the natural life of the longest liver, and from and immediately after both their decease then to the sole use and behoof of the heirs of their said live bodies including all and singular the real estate now belonging to and owned by the said Ellen Maria Boyle, and in default of such heirs it is hereby agreed and covenanted that the last survivor shall hold and possess as hereinfoe described, so long as the last survivor shall remain unmarried, and in case of marriage the party so marrying shall cease to hold any claim or control, title or possession over the property acquired by the marriage of John Eden and Ellen Maria Boyle unless by special bequest.

Now the meaning and intent of the foregoing are such and it is hereby especially and mutually ~~agreed~~ and fully understood that -

- 1st John Eden makes over to Ellen Maria Boyle the full and undivided half of all his property, personal and real, for the security of her dowry as herein stated, the other half being in reserve (as mother's share) for his children of a former marriage.
- 2nd That said undivided half of said property and effects shall be to the sole use and benefit of the said Ellen Maria Boyle and her children by said John Eden. In case of her surviving the said John Eden, provided she shall not thereafter contract

2nd (ctd) marriage and in such case the property as aforesaid shall be for the sole use and benefit and become at the time of such marriage the property of said user, and in default of such issue then to become the property of the children of John Eden by his former marriage and shall immediately after such marriage pass from the possession or control of the said Ellen Maria Boyle.

3rd That in the event of the said John Eden being the survivor he shall hold and possess the property at present owned by the said Ellen Maria Boyle and the property as already described during his natural life for his use and benefit in common with his children issue only of the said Ellen Maria Boyle and in the event of the said John Eden again contracting marriage the property of the said Ellen Maria Boyle and the personal and real estate hereby transferred to her as dowry shall be the exclusive property of the child or children of the said Ellen Maria Boyle and shall cease to be by any possible construction or intent the property of or under further control of said John Eden and shall pass into the charge and possession of some person or persons duly appointed for the charge, care and benefit of the children lawfully begot between said Ellen Maria Boyle and John Eden only. And at his decease the said property of Ellen Maria Boyle and the one half of said John Eden's undivided property hereby transferred and made over shall be the exclusive property of such issue and in default of such issue the property of the aforesaid contracting parties shall revert to their heirs unless special Wills be made by each to the contrary.

In testimony of the foregoing we, the said contracting parties, have each for him and her self thereunto set our hands and seals at Gaspé Basin in the District of Gaspé and Province of Lower Canada (being each over the age of 21 years) this 13th day of September 1838.

(Signed) John Eden

Ellen Maria Boyle

John LeBoutillier

H. O'Hara, J.P. J.D.McConnell