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Marriage Contracts, Liturgies, and Properties in Reformation Geneva

John Witte, Jr.¹

Abstract

In John Calvin's Geneva, as much as today, marriage was a contract between a fit man and a fit woman of the age of consent. Marriage was much more than a contract. It was also a spiritual, social, natural, and economic unit that could involve many other parties besides the couple. But marriage was never less than a contract. It could not be created unless both the man and the woman properly consented to and celebrated this union. This Article analyzes the new Geneva theology and law of marriage contracts and marital property contracts both as set out in statutes and formal treatises and implemented by the Genevan consistory. Notable are the Genevan authorities' deep concern for freedom and capacity of both parties to enter engagement and marriage contracts, the dramatic changes they introduced in the mandatory wedding liturgy, and the complex laws and customs concerning engagement gifts, dowers, and dowries that they adopted and adapted often under Calvin's direct influence.

¹ This article represents work in progress on a multi-volume project with Robert M. Kingdon, *Sex, Marriage and Family in John Calvin's Geneva*. The first volume, subtitled *Courtship, Betrothal, and Marriage*, is due in print in the fall of 2005.

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Introduction

Marriage was one of the hotly contested issues of the sixteenth-century Protestant Reformation, and one of the first institutions to be reformed. The leading Protestant theologians – Martin Luther and Philip Melancthon, Thomas Cranmer and William Tyndale, Martin Bucer and John Calvin – all prepared lengthy tracts on the subject in their first years of reform. Scores of leading jurists took up legal questions of marriage in their *consilia* and commentaries, often working under the direct inspiration of Protestant theology and theologians. Virtually every city and territory that converted to the Protestant cause in the first half of the sixteenth century had new marriage laws on the books within a decade of its acceptance of the Reformation.²

The Protestant reformers early preoccupation with marriage was driven in part by their theology. Many of the core issues of the Reformation were implicated by the prevailing sacramental theology and canon law of marriage. The Catholic Church's jurisdiction over marriage was, for the reformers, a particularly flagrant example of the Church's usurpation of the magistrate's authority. The Catholic sacramental concept of marriage, on which the Church predicated its jurisdiction, was for the reformers a self-serving theological fiction. The canonical prohibition on marriage of clergy and monastics stood sharply juxtaposed to Protestant doctrines of sexual sin and the Christian vocation. The canon law's long roll of impediments to betrothal and marriage, its prohibitions against complete divorce and remarriage, and its close regulations of sexuality, parenting, and education all stood in considerable tension with the reformers' understanding of the Bible. That a child could enter marriage without parental permission or church consecration betrayed, in the reformers' views, basic responsibilities of family, church, and state to children. Issues of marriage doctrine and law thus implicated and epitomized many of the cardinal theological issues of the Protestant Reformation.

The reformers' early preoccupation with marriage was also driven, in part, by their politics. A number of early leaders of the Reformation faced aggressive prosecution by

² See sources and discussion in John Witte, Jr., *Law and Protestantism: The Legal Teachings of the Lutheran Reformation* (Cambridge/New York: Cambridge University Press, 2002), 177-256; id., *From Sacrament to Contract: Marriage, Religion, and Law in the Western Tradition* (Louisville, Ky.: Westminster John Knox Press, 1997), 42-193.

the Catholic Church and its political allies for violation of the canon law of marriage and celibacy. Among the earliest Protestant leaders were ex-priests and ex-monastics who had forsaken their orders and vows, and often married shortly thereafter. Indeed, one of the acts of solidarity with the new Protestant cause was to marry or divorce in open violation of the canon law and in defiance of a bishop's instructions. As Catholic Church courts began to prosecute these canon law offences, Protestant theologians and jurists rose to the defense of their co-religionists – producing a welter of briefs, letters, sermons, and pamphlets that denounced traditional norms and pronounced a new theology of marriage.

Protestant theologians treated marriage not as a sacramental institution of the heavenly kingdom, but as a social estate of the earthly kingdom. Marriage, they taught, served the goods and goals of mutual love and support of husband and wife, mutual procreation and nurture of children, and mutual protection of both spouses from sexual sin. All adult persons, preachers and others alike, should pursue the calling of marriage, for all were in need of the comforts of marital love and of the protection from sexual sin. When properly structured and governed, the marital household served as a model of authority, charity, and pedagogy in the earthly kingdom and as a vital instrument for the reform of church, state, and society. Parents served as “bishops” to their children. Siblings served as priests to each other. The household altogether – particularly the Christian household of the married minister – was a source of “evangelical impulses” in society.³

Though divinely created and spiritually edifying, however, marriage and the family remained a social estate of the earthly kingdom, of the present life. All parties could partake of this institution, regardless of their faith. Though it was subject to divine law and clerical counseling, marriage came within the jurisdiction of the magistrate not the cleric, of the civil law not the canon law. The magistrate, as God's vice-regent of the earthly kingdom, was to set the laws for marriage formation, maintenance, and dissolution.

Political leaders rapidly translated this new Protestant gospel into civil law. Just as the civil act of marriage often came to signal a person's conversion to Protestantism, so the Civil Marriage Act came to symbolize a political community's acceptance of the new Protestant theology of marriage. These new civil laws included a number of important innovations triggered by the new Protestant theology of marriage. But they also ultimately retained a good deal of the medieval canon law and civil law.

³ The quote is from Gerald Strauss, *Luther's House of Learning: Indoctrination of the Young in the German Reformation* (Baltimore, MD: Johns Hopkins University Press, 1978), 112.

Geneva followed this general pattern of Protestant reform. On May 21, 1536, the Genevan authorities renounced the canon law in favor of “the holy Evangelical Law and Word of God.”⁴ The local prince-bishop was forced to leave along with the canon lawyers who had staffed the bishop’s court and had applied the canon law of marriage in the diocese. Two months later, John Calvin arrived in Geneva, armed with a copy of his new *Institutes of the Christian Religion* in which he, too, renounced the traditional theology and canon law of marriage, and called for the reformation of marriage “root, trunk, and branch.”⁵ The Genevan city councils began to issue new statutes on discrete marriage questions almost immediately thereafter. These early laws culminated in a detailed Marriage Ordinance, drafted by Calvin and others in 1545, and revised in 1546. The authorities also mandated the use of a new Marriage Liturgy that Calvin had drafted in 1542 and issued in expanded form in 1545. These and other laws were enforced both by the Council of Geneva and by the Consistory, a new institution comprised of both ministers and magistrates.

These new Genevan ordinances introduced a number of important changes to the prevailing law of marriage. Betrothal and marriage contracts became harder to make and harder to annul. Both public bans and church weddings were made essential to the validity of a marriage. The wedding liturgy itself was heavily reworked to emphasize biblical instruction and congregational participation. The law of marital property – betrothal gifts, dower, and dowry – changed rather little. But the Genevan authorities would not annul engagement or marriage contracts that were conditioned on delivery of marital property, even if the betrothed parties and their families fell into bitter dispute.

Betrothal and Marriage Contracts

Calvin introduced most of the reforms of betrothal and marriage contracts in his 1546 Marriage Ordinance.⁶ Like the medieval canonists, Calvin started with the principle of freedom of marital contract. Marriage, he insisted, depended in its essence on the

⁴ *Les sources du droit du canton de Genève*, ed. Emile Rivoire and Victor van Berchem, 4 vols. (Aarau, 1927-1935), vol. 2, item no. 701 [hereafter SD]. Only a decade before the city council had unequivocally confirmed its support for the church's jurisdiction over marriage. Statute of December 20, 1528, in SD, vol. 2, item no. 621; see also *ibid.*, item no. 571 (a November 13, 1521 confirmation of ecclesiastical jurisdiction by Charles II, Duke of Savoy). See Walter Köhler, *Zürcher Ehegericht und Genfer Konsistorium*, 2 vols. (Leipzig, 1942), 2:514-515, 541-555.

⁵ John Calvin, *Ioannis Calvini Institutio Religionis Christianae* (Basel, 1536), in *Ioannis Calvini opera quae supersunt omnia*, ed. G. Baum, et al., 59 vols. (Brunswick, 1863-1900) (Corpus Reformatorum Series, vols. 29-87), 1:192-195 [hereafter CO], translated as John Calvin, *Institution of the Christian Religion*, trans. Ford Lewis Battles (Atlanta, 1975), 236-240.

⁶ The 1545 draft is in CO 10/1:33-44, the 1546 draft in Jean-Francois Bergier and Robert M. Kingdon, eds., *Registres de la compagnie des pasteurs de Genève au temps de Calvin*, 2 vols. (Geneva: Droz, 1964), 1:30-38. The 1546 version was used by the authorities from the start, but it was not formally promulgated until 1561 as a section of *Les Ordonnances ecclesiastiques* (1561) in CO, 10/1:91-124.

mutual consent of both the man and the woman. Absent proof of free consent by both parties there was no marriage. Calvin defended this principle repeatedly in his later commentaries and sermons. “While all contracts ought to be voluntary, freedom ought to prevail especially in marriage, so that no one may pledge his faith against his will.”⁷ “God considers that compulsory and forced marriages never come to a good end.... [I]f the husband and the wife are not in mutual agreement and do not love each other, this is a profanation of marriage, and not a marriage at all, properly speaking. For the will is the principal bond.”⁸ When a woman wishes to marry, she must thus not “be thrust into it reluctantly or compelled to marry against her will, but left to her own free choice.”⁹ “When a man is going to marry and he takes a wife, let him take her of his own free will, knowing that where there is not a true and pure love, there is nothing but disorder, and one can expect no grace from God.”¹⁰

Also following medieval canonists, Calvin distinguished between contracts of betrothal and contracts of marriage – betrothals and espousals as he called them, following the tradition. Betrothals were future promises to be married. Espousals were present promises to be married. But, unlike the medieval canonists, Calvin removed the need for the parties to use specific formulaic words: any clear indication of consent would do. He softened the distinction and shortened the duration between betrothals and espousals. He insisted that these contracts be both public and private in nature. And he would not declare a marriage valid merely on proof of that a betrothed couple had consummated their union; a church wedding was still required.

Because the consent of the couple was the essence of the betrothal contract, Calvin took pains to secure it in the 1546 Marriage Ordinance. Betrothal promises had to be made “simply” and “honorably in the fear of God.” Such betrothals were to be initiated by “a sober proposal” from the man, accepted by the woman, and witnessed by at least two persons of “good reputation.” Betrothals made in secret, qualified with onerous conditions, or procured by coercion, fraud, or deceit were automatically annulled – and the couple themselves, and any accomplices in their wrongdoing, could face punishment. Betrothals procured through trickery or “surprise,” or made “frivolously, as when merely touching glasses when drinking together,” could be annulled on petition by either party. Betrothal promises extracted by or from children below the age of consent were presumptively invalid, though children could confirm them upon reaching majority. Betrothals involving a newcomer to the city were not valid until the parties produced proof

⁷ Comm. Josh. 15:14.

⁸ Serm. Deut. 25:5-12.

⁹ Comm. Gen. 24:57.

¹⁰ Serm. Deut. 25:5-12

of the newcomer's integrity of character and eligibility for marriage. Absent such proof, the couple had to wait a year before they could marry.

The consent of the couple's parents, or their guardians, was also vital to the validity of the betrothal. The consent of fathers was the more critical; the consent of mothers was required only when fathers were absent, and would be respected only if (male) relatives would concur in her views. In the absence of both parents, guardians would give their consent, again with priority for the male voice. Minor children – men under 20, women under 18 – who became betrothed marriage without such parental consent could have their betrothals unilaterally annulled by either set of parents or guardians. Adult or emancipated children could proceed without their parents' consent, though "it is more fitting that they should always let themselves be governed by the advice of their fathers."

The Ordinance made clear that parental consent was a supplement to, not a substitute for, the consent of the couple themselves. Parents were prohibited, on pain of imprisonment, from coercing their children into unwanted betrothals or marriages, or withholding their consent or payment of dowry until the child chose a favorite partner. They were further prevented from forcing youngsters into marriage before they were mature enough to consent to and participate safely in the institution. Minor children "observing a modest and reverend spirit," could refuse to follow their parents' insistence on an unwanted partner or a premature betrothal. Other children, confronting a "negligent or excessively strict" father, could "have him compelled to give a dowry" in support of their marriage.

The consent of the broader state and church community also played a part in the betrothals. Betrothed couples were to register with a local civil magistrate, who would post notices of their pending nuptials and furnish the couple with a signed marriage certificate. Couples were to file this registration thereafter with a local church, whose pastor was to announce their banns from the pulpit on three successive Sundays. Such widespread notice was an open invitation for fellow parishioners and citizens alike to approve of the match or to voice their objections. Any objections to the betrothal could be raised at this point. But all such objections had to be voiced privately to the Consistory, and only by citizens or by persons of good reputation. Such precautions helped to avoid the prospect of "defamation or injustice," particularly "to an honorable girl." Those who objected in an untimely or improper manner could be sued for defamation by the couple or their parents. A final call for objections to the marriage came during the wedding liturgy.

While the Consistory was given wide discretion to review these objections, the strong presumption was that betrothal contracts, once properly made, could not be broken. Objections that raised formal impediments, however, required closer scrutiny, and sometimes could result in orders of annulment, or at least delay of the wedding. Of the numerous impediments to betrothal recognized at medieval canon law, the 1546 Marriage Ordinance listed only five: (1) infancy; (2) precontract; (3) incest; (4) contagious

disease or physical deformity; and (5) physical desertion by either party. The Ordinance listed as an impediment to either betrothal or marriage: (6) discovery of the lack of presumed virginity. Though the Ordinance was silent on the question, in practice, Calvin and the Consistory also raised to the level of an impediment to betrothal: (7) lack of consent by either the man or woman; (8) lack of parental consent to a minor's marriage; (9) bodily fornication with another by either betrothed party; and (10) failure of condition that went to the essence of marriage. The Ordinance did not list, and the Consistory did not recognize, various other impediments to betrothal recognized at canon law – expiration of time; cruelty or dissent towards a fiancé(e); special affinity; spiritual fornication; a man's entry into the clergy; either party's vow of chastity; or dissolution by mutual consent of the betrothed couple.

The removal of this last canon law impediment to betrothal, dissolution of the betrothal by mutual consent of the couple, was particularly surprising. The medieval canonists had introduced this impediment not to encourage transient troth but to give parties a final chance to walk away from the budding union if their relationship did not work out, or if they and their families fell into dispute, say, over money or marital property which were often points of real contention. Calvin and his colleagues provided no such escape. Where the parties gave their mutual consent to engagement but then later changed their minds, the Consistory held them to their promises. Even if the parties were now fundamentally at odds and both wanted out of their engagement, Calvin and the Consistory often ordered them to marry in accordance with their betrothal promises. For a betrothal contract, once made, could not be broken unless the parties could prove another impediment. If it had been properly formed, the engagement contract could not dissolved even by mutual consent.

This rule underscored Calvin's teaching that both betrothals and marriages were "sacred contracts" that could not be easily put asunder. It also underscored Calvin's repeated counsel that parties must meet, become well acquainted, and deliberate carefully with each other and their parents and peers before they became engaged to be married.¹¹ To be sure, it was easier to get out of a betrothal than a marriage in Reformation Geneva, for the roll of impediments to betrothal was considerably longer than the roll of marital impediments. But it was even easier to get out of a courtship. Either courting party could simply leave, or the parties could mutually agree to sever their relationship. All this was a notable departure from the medieval tradition, which had allowed parties to dissolve engagement contracts by mutual consent. What was a two-stage process in the medieval tradition now became a three-stage process in Reformation Geneva – courtship, betrothal, and marriage.

¹¹ This courtship ethic is detailed in Witte and Kingdon, *Sex, Marriage and Family*, ch. 3.

A Genevan couple, once properly betrothed, had little time to waste and little room to celebrate. Neither their publicly announced betrothal nor the civil registration of their marriage was sufficient to constitute a marriage. A formal church wedding had to follow – within six weeks of betrothal. If the couple procrastinated in their wedding plans, they would be reprimanded by the Consistory; if they persisted, they would be “sent before the Council so that they may be compelled to celebrate it.” If the prospective groom disappeared without cause, the woman was bound to her betrothal for a year. If the prospective bride disappeared, the man could break off the betrothal immediately – unless there was evidence that she had been kidnapped or involuntarily detained. Cohabitation and consummation, in the brief period prior to the wedding, were strictly forbidden to the parties, on pain of imprisonment. Pregnant brides to be, though spared prison, were required with their fiancés to do public confession for their fornication prior to the wedding, and to wear a veil and no flowers on their wedding day to signal their sin. Weddings were to be “modest affairs,” “maintaining the decorum and gravity befitting Christians.” Wedding parties were to be celebratory, but sober, without drunkenness, dancing, or debauchery.

Marriage Liturgies

Calvin’s 1545 Marriage Liturgy elaborated the rules and rites of weddings.¹² Marriages without weddings were invalid in Reformation Geneva. “The public and solemn” wedding ceremony was “essential” for a marriage to be “true and lawful,” Calvin put it in the 1542 draft of his Marriage Liturgy.¹³ “No marriages are lawful, except those that are rightly consecrated,” he repeated in 1554.¹⁴

For Calvin and his colleagues, weddings were essential confirmations not only that the couple privately consented but also that the church and the state publicly consented to the marriage. All weddings had to be announced in advance by the publication of banns. These banns were signed by a local magistrate and declared by a local minister for three successive Sundays before the wedding. Weddings took place in the church where the banns were pronounced – on Sunday or on a weekday when a public Bible lecture was scheduled. Weddings could not be held on the same Sunday for which the Eucharist was scheduled lest “the honor of the sacrament” be impugned. The local minister presided over the wedding following a detailed liturgy that Calvin drafted. Marriages that had been secretly contracted or improperly celebrated elsewhere had to be announced and celebrated anew in a church wedding in Geneva.

¹² CO 6:203-208. The 1545 edition largely repeats the 1542 edition but adds a lengthy preface and further instructions. Later editions of 1547, 1558, 1559, 1562, 1563, and 1566 are the same, except for small variations of wording.

¹³ CO 6:203-204.

¹⁴ Comm. Gen. 24:59.

The banns were written announcements of the party's pending wedding plans. They were usually read by the minister from the pulpit during the Sunday worship service. The publication of banns was an ancient practice of the church. What was new in Geneva, compared to late medieval Catholic practice, was that the publication of banns was mandatory for every wedding. Marriages were not valid without weddings, and weddings could not proceed without banns. What was also new in Geneva, compared to some other Protestant communities, was that banns were to be announced in the church, not in the public square or in city hall. A city official, called a syndic, had to sign the banns after the parties registered their betrothal in the local town hall. But the minister had to pronounce these signed banns in the church where the parties intended to be married. This underscored a central point of Calvin's marriage theology – that marriages were at once public and private, spiritual and temporal, ecclesiastical and political in nature.

The permission to celebrate weddings on any day, save on a Sunday when the Eucharist was celebrated, was a marked departure from the late medieval Catholic tradition. Prior to the Reformation, the prince-bishop of Geneva prohibited weddings on any of the sixty odd holy days on the medieval religious calendar, as well as throughout the period of Lent. Several local synods also prohibited weddings on Sundays and discouraged them on Fridays.¹⁵ But when church weddings were celebrated, the Eucharist had to be included in the wedding liturgy. Calvin and his colleagues eliminated most holy days, and softened considerably the Lenten restrictions, freeing up days for weddings.¹⁶ But, more to the point, they allowed weddings on any days that the congregation gathered to hear biblical exposition – whether the Sunday sermon or the weekday lecture on biblical texts. This underscored an accent that Calvin's liturgy spelled out in more detail: Weddings were congregational events that featured exposition of the Bible not celebration of a sacrament.

Calvin's wedding liturgy moved in three phases: 1) biblical exhortation on marriage and its duties; 2) the consent of the couple and congregation and exchange of vows; and 3) blessing, prayer, and further exhortation.

In the first phase, the minister offered the couple a rich mosaic of biblical teachings on marriage, citing and paraphrasing a dozen Old and New Testament passages. Man and woman were created for each other. The two shall become one flesh. Their voluntary union shall be permanent. The wife shall subject herself to her husband. Both husband

¹⁵ See examples in J.B. Molin and P. Mutembe, *Le Rituel du mariage en France du XI^e au XVI^e siècle* (Paris, 1994); Kenneth W. Stevenson, *Worship: Wonderful and Sacred Mystery* (Washington, DC, 1992).

¹⁶ Philip Benedict, *Christ's Churches Purely Reformed: A Social History of Calvinism* (New Haven/London, 2002), 495ff.

and wife shall surrender their bodies to each other. Marriage protects both parties from lust. Their bodies are temples of the Lord to be maintained in purity.

After this lengthy opening exhortation, the minister moved to the second phase, asking the man and the woman separately whether they each consented to the marriage as so described. Part of the concern was to ensure that both the man and the woman fully and freely consented to the marriage – and were not pursuing this marriage frivolously, fraudulently, or under any false illusions. Part of the concern was to ensure that each party had a detailed understanding of the nature and responsibility of the marriage institution they were about to enter. The minister also asked the congregation whether they consented to the union, or knew of any impediment. With all confirming their consent to go forward, the minister then administered the vows. Some of the phraseology of the vows will be familiar to Protestants today. But note that these vows were taken before God and his congregation, and that the parties were bound by God's word. Note, too, the disparities in the duties the husband and wife owe each other.

Do you, N., confess here before God and his holy congregation that you have taken and take for your wife and spouse N. here present, whom you promise to protect, loving and maintaining her faithfully, as is the duty of a true and faithful husband to his wife, living piously with her, keeping faith and loyalty to her in all things, according to the holy Word of God and his holy Gospel?

Do you, N., confess here before God and his holy assembly that you have taken and take N. for your lawful husband, whom you promise to obey, serving and being subject to him, living piously, keeping faith and loyalty to him in all things, as a faithful and loyal wife should to her husband, according to the Word of God and the holy Gospel?

The third phase of the liturgy combined blessing, prayer, and further biblical exhortation. The minister called on God to bless the new couple in the "holy estate" and "noble estate" to which "God the Father had called" them "for the love of Jesus Christ his Son." The minister quoted the familiar passage of Matthew 19:3-9, with its solemn warning "what God has joined together, let no man put asunder." He enjoined the couple to live together in "loving kindness, peace, and union, preserving true charity, faith, and loyalty to each other according to the Word of God." The minister then led the couple and the congregation in a lengthy prayer. The prayer repeated much of the language of the opening biblical exhortation. It also called upon God to help the couple live together in holiness, purity, and uprightness, and to set good examples of Christian piety for each other and the broader community. The parties and congregation were then blessed with the final peace.

Compared to other Catholic and Protestant liturgies of the day, Calvin's wedding liturgy was long on instruction and short on ceremony. The liturgy was amply peppered throughout with choice biblical references, quotations, and paraphrases. The liturgy began and ended with lengthy biblical teachings on the respective duties of husband and wife. More biblical instruction was offered in the regular sermon for the day that followed immediately after the marriage liturgy. The lengthy vows again confirmed each party's godly duties in marriage as did the concluding prayer. There was no Eucharist, no kneeling at the altar, no ritualistic claspings of hands, no lifting of the veil, no kissing of the bride, no exchange of rings, no delivery of coins, no music or singing – all of which were featured in other wedding liturgies of the day.¹⁷ The Genevan wedding liturgy was to proceed, the preamble insisted, "respectably, religiously, and properly in good and decent order," so that the couple can "hear and listen to the holy Word of God that will be administered to them."

Calvin's wedding liturgy was a "beautiful collection of biblical texts," writes a leading historian of liturgy.¹⁸ It was also a surprising collection – and not just because of its length and the number of biblical passages adduced. First, only two of the three traditional goods of marriage were referenced in the liturgy – mutual love and companionship and mutual protection from sexual sin. Nothing was said anywhere in the liturgy about the blessing and procreation of children. Though the liturgy referred to Genesis 1, it did not, like so many other wedding liturgies, quote the familiar biblical instruction: "Be fruitful and multiply" (Gen. 1:28). Second, the natural qualities and duties of marriage were emphasized more than the spiritual. The opening exhortation did speak of "honorable holy matrimony instituted by God" and the "sacred" obedience that a wife owed her husband. The final blessing did speak of the "holy estate" and "noble estate" of marriage. But much of the biblical exhortation, oaths, and final prayer were focused on the natural qualities of marriage – its origins in creation, the mandate of fleshly union, the need for mutual bodily sacrifice, the command of continence, the analogy of the body as the temple of God, the need for bodily purity. Not even the familiar analogies between marriage and the covenant between Yahweh and His elect or Christ and His Church were referenced. These emphases – together with the express prohibition on any Eucharistic celebration during the wedding, or even on the day of the wedding – underscored Calvin's fervent belief that marriage was both a natural and spiritual estate, but it was not a sacrament.

¹⁷ See samples in Mark Searle and Kenneth W. Stevenson, *Documents of the Marriage Liturgy* (Collegeville, Minn., 1992); Molin and Mutembe, *Le Rituel du mariage*.

¹⁸ Kenneth Stevenson, *Nuptial Blessing: A Study of Christian Marriage Rites* (London, 1982), 131.

Calvin's marriage liturgy made clear that the formation of marriage was a fundamental concern of the church community.¹⁹ For three Sundays before the wedding, the church proclaimed the banns, which served as a general invitation not only for anyone to raise impediments, but also for everyone to attend the wedding service. The wedding liturgy took place during a worship service. The wedding took place *in* the church – not at the church door, as was customary in some late medieval liturgies, and certainly not in a private home as was also customary in some Protestant and Catholic communities.²⁰ The minister's duty, reads the preamble to the Marriage Liturgy, was "to approve and confirm this marriage before the whole assembly." The congregation was asked to consent to the marriage. Both the husband and wife were asked both to confirm their consent and to swear their vows again "before God and his holy assembly." The congregation was asked to join in congregational prayer for the blessing of the couple. While the minister presided at the wedding, he stood with the couple on the same level, not on the pulpit. His head was uncovered. He faced the couple and congregation throughout the ceremony. He made no turn to the altar as had been customary in medieval liturgies. And the entire liturgy was in the vernacular language, so that all could understand what they were participating in. All this underscores that in Calvin's Geneva a wedding liturgy was very much a church affair, a public congregational event. Even the couple's parents and relatives had no special place in the wedding liturgy.

Calvin did not create his wedding liturgy from whole cloth. A good bit of this liturgy came from the "radical revision" introduced in Geneva by Guillaume Farel in 1533.²¹ And Farel's wedding liturgy built, in part, on liturgical reforms introduced in the 1520s in Bern, Strasbourg, Zurich, and other Protestant cities.²² Calvin downplayed the novelty of his wedding liturgy. When the Council of Bern later charged him with liturgical iconoclasm, Calvin insisted: "The form of marriage has always remained in its original state, and I follow the order which I found established like one who takes no pleasure in making innovations."²³ Calvin was being forgetful or perhaps too modest, for he had revised Farel's 1533 liturgy.²⁴ But Calvin also did not care so much about the exact form of the liturgy. Wedding liturgies, he wrote, concerned "things indifferent [*adiaphora*], wherein

¹⁹ Bryan D. Spinks, "The Liturgical Origins and Theology of Calvin's Marriage Rite," *Ecclesia Orans* 3 (1986): 195, 208-210.

²⁰ See examples in Steven Ozment, *When Fathers Ruled: Family Life in Reformation Europe* (Cambridge, Mass, 1983); id., *The Bürgermeister's Daughter: Scandal in a Sixteenth-Century German Town* (New York, 1996); id., *Ancestors: The Loving Family in Old Europe* (Cambridge, Mass., 2001).

²¹ Searle and Stevenson, *Documents*, 227; Henri Vuilleumier, *Histoire de L'Eglise Réformée du pays de Vaud sous le Régime Bernois*, 2 vols. (Lausanne, 1927), 1:310-314, 345-348.

²² See also the influence of Bucer's reforms of marriage law, lore, and liturgy discussed in Elfriede Jacobs, *Die Sakramentlehre Wilhelm Farel's* (Zurich, 1978); Herman J. Selderhuis, "Das Eherecht Martin Bucers," in *Martin Bucer und das Recht*, ed. Christoph Strohm (Geneva, 2002), 185-199.

²³ (April, 1555), CO 15:537-542. See also Letter to Ministers of Bern (February, 1537), CO 10/2:82-84.

²⁴ Spinks, "The Liturgical Origins."

the churches have a certain latitude of diversity.” “[W]hen one has weighed the matter carefully, it may be sometimes considered useful not to have too rigid a uniformity respecting them, in order to show that faith and Christianity do not consist in that.”²⁵ The event of a church wedding liturgy was essential to the validity of marriage. The exact form of the liturgy, however, was open to local variation.

Marital Property

In sixteenth-century Geneva, as much as today, marriage was not only a union of persons. It was also a merger of properties – land, money, jewelry, clothing, household commodities, social titles, property rents, business interests, and sundry other “immovable” (“real”) property and “movable” (“personal”) property. When the parties were members of the aristocracy or of the ruling class, a marriage could be the occasion for a massive exchange of power, property, and prerogatives that was distilled into lengthy written contracts. But even paupers who intended marriage generally made at least token exchanges of property and oral agreements about future transactions.

While these marital property contracts were often joined with betrothal and marriage contracts, they were actually independent agreements with different legal implications. For the marriage to be valid, a marriage contract, an oral or written agreement by the couple to marry, was essential. A marital property contract, an agreement to exchange property in anticipation or in consideration of marriage, was not essential. Indeed, a marital property contract could be negotiated and executed by other parties besides the couple, such as their relatives, with or without confirmation or even mention of the betrothal or marriage. To conjoin the marriage contract and marital property contract in one instrument was both prudent and efficient. But it was not legally necessary.²⁶

Calvin and his fellow Genevan reformers made few changes in the prevailing *ius commune* on marital property.²⁷ The *ius commune* distinguished three types of marital

²⁵ CO 15:537-542. On the meaning of adiphora in Calvin’s thought, see John L. Thompson, *John Calvin and the Daughters of Sarah* (Geneva, 1992), 227ff.

²⁶ See chapter by R.H. Helmholz herein and R.H. Helmholz, *Marriage Litigation in Medieval England* (Cambridge, 1974), 25-73.

²⁷ The sources at my disposal contain no special Genevan statutes on marital property, leading me to assume that the subject was governed by the canon law and civil law that prevailed in Geneva and in the Savoy, much of it comparable to prevailing French law in the neighboring regions. For detailed sources on this *ius commune* of marital property in this period, see Helmut Coing, *Handbuch der Quellen und Literatur der neueren europäischen Privatrechtsgeschichte*, 3 vols. (München, 1973-1977), II/1:345-348. For particular local studies, see Antoine Flammer, *Le droit civil de Genève ses principes et son histoire* (Geneva, 1875), 6-8, 13-16. For studies of early modern marital property law, see the chapter by Martha C. Howell herein and id., *The Marriage Exchange: Property, Social Place, and Gender in Cities of the Low*

property exchanges. First, a man accompanied his betrothal proposal with some form of gift to the woman, and sometimes to her family. At minimum, the man offered the woman a token gift to signify his affection and to seal his betrothal promise – a ring, hat, flower, feather, kerchief, pin, bottle of wine, or some form of earnest money. A man of ample means could be more elaborate, offering expensive jewelry or clothing to his fiancée, or a horse and carriage to her or to her family. These gifts of betrothal to the prospective bride (and her family) were a carryover of the Frankish and Germanic custom that a man paid a purchase price to the woman's family for the right to marry her, often a rather hefty price. By the sixteenth century, this once lucrative windfall to the bride's family had become largely ceremonial.²⁸ To be sure, a few women (and their families) could still insist on a more elaborate betrothal gift, particularly if the woman were highly coveted or if a marital tie to her family were highly prized. But an elaborate betrothal gift was neither required nor customary in the sixteenth century.

If the betrothal ripened into marriage, the betrothal gift vested. It was now the woman's property (or her family's property, if they received the gift) to be used or disposed of without interference from the donor man, even after the marriage. If the betrothal fell apart, however, it was customary for the woman (or her family) to return these gifts. Failure to return these gifts could lead to litigation in the secular courts for their recovery – particularly if the betrothal gift was an expensive piece of jewelry or clothing.

Second, the woman, and her family, brought property into the marriage. This was called her dowry (*dos*, *dot*). The dowry consisted, at minimum, in the woman's clothing and personal effects. But the dowry usually involved a good deal more. Frequently, it included other movable property such as household furnishings and decorations, cooking utensils and linens, poultry and cattle, standing orders for newly harvested fruit and grain, and more. Sometimes, especially with an aristocratic marriage, the dowry was land, a house, a rental property, or a place of business. The type and value of the dowry was open to negotiation between the couple and their families (or representatives). But dowry was often a very expensive proposition for the woman and her family, and an ample source of tension for the couple and their families during the marital property negotiations.

Countries, 1300-1500 (Chicago, 1998); Alfred Havenkamp, *Haus und Familie in der spätmittelalterlichen Stadt* (Cologne/Vienna, 1984).

²⁸ Diane Owen Hughes, "From Brideprice to Dowry in Mediterranean Europe," in *The Marriage Bargain: Women and Dowries in European History*, ed. Marion A. Kaplan (Haworth, 1985), 13-59. The betrothal or marriage gift, traditionally called the *pretium*, was now sometimes called the dowry (*dot*, *dos*), not to be confused with the notion of dowry discussed below. In medieval Frankish and Germanic law this gift was large and usually held by the family. In later medieval civil law, the gift grew smaller but was often held by the woman. See samples in *De Dot, tractatus ex variis iuris civilis interpretivis decerpti* (Louvain, 1569) and differentiation of terminology in Jack Goody, *The Development of the Family and Marriage in Europe* (Cambridge, 1983), 240-261.

It was not uncommon for the bride's family to give the woman (a portion of) her inheritance in advance to meet the high costs of dowry.

Once delivered, the woman's dowry did not pass entirely beyond her control or that of her family. A portion of the dowry, called the "marriage portion," remained reserved to the woman and her family after the wedding; the remainder became the community property of the marriage. The type and the amount of dowry property included in the marriage portion were open to negotiation between the couple and their families, but some portion (including the betrothal gift) was generally reserved, and stipulated clearly in the marital property contract. The wife could retain custody of this marriage portion (particularly her betrothal gift), but usually the husband controlled all the marital property, including the marriage portion. The property in the marriage portion, however, could not be sold, mortgaged, given away, or destroyed. The wife and/or her family had the right to retrieve the marriage portion when the marriage ended by annulment or death. They could also request the authorities to assign a *tuteur* over wastrel husbands who were suspected of squandering or damaging the wife's marriage portion. If the marriage portion had been invested, they could seek a portion of the profits as well, which was called the accrual (*addendum*). If the marriage portion had been damaged or destroyed, they could seek restitution of its value from the husband's own property. Once retrieved, the marriage portion and its accrual was redistributed within the wife's family, with the wife herself (if she survived) and her children given priority.

Third, not only did the wife reserve rights over a portion of her own property through the law of the marriage portion. Upon marriage, she also gained rights over a portion of her husband's property through the law of dower (*douaire*). Dower was a form of built-in insurance designed to provide for the wife upon her husband's death. If the wife became a widow, she would be entitled to one-third to one-half of all the movable property (not the land or immovable property) owned by her husband during the marriage. This was not just the movable property that the husband brought into the marriage or left at his death. Dower rights attached as well to any movable property that the husband acquired during the marriage – including, importantly, the movable property in his inheritance from his own family. The cumulative value of all that movable property was calculated on the husband's death, and the widow assigned her dower property. Typically the widow received a life estate or usufruct in this property – the right to use and possess the dower property for her lifetime, but with no right to sell or dispose of the property. This dower property would revert to the couple's children upon her death, or, in the absence of children, to her late husband's family. If the widow sold or gave away her dower property to third parties or damaged or destroyed it during her life estate, her children or her late husband's family could bring suits for its restitution when their reversionary interests vested.

Dower rights imposed an ample restriction on the husband's rights to dispose of his own movable property during the course of his married life. He could not simply sell,

encumber, or give away his movable property without consideration of his wife's dower interests. Nor could he craft his last will and testament without taking these dower interests into account. For, after his death, his wife and the children could claim their dower rights against third parties who had acquired interests in the late husband's property without the wife's consent or without advance payment to her. Moreover, in cases where a husband had squandered or misused all his movable property, or where he sought to give his entire estate to others, the wife could make priority claims on the balance of her husband's estate to have her dower interests made whole.

While betrothed parties could negotiate about the types and amounts of property subject to dower, they could not renounce dower altogether. "To allow a woman to contract herself out of her [dower] rights would put her rights at the mercy of the unscrupulous."²⁹ The canon law, in particular, made dower mandatory, and punished severely unscrupulous husbands who sought to avoid its effects through fancy property schemes. Only if the wife were convicted for adultery or malicious desertion of her husband would she forfeit her dower.³⁰

A good illustration of this law of marital property can be seen in a 1536 marriage and marital property contract between a woman named Claude Bigot and the distinguished Genevan jurist Germain Colladon, who would later join Calvin in the leadership of the Genevan Reformation (**Doc. 1**). Germain Colladon was a well-heeled soul, son of an attorney and nephew of a judge in the nearby French city of Bourges. Bigot had lost her parents while still a youth, but she had inherited a good deal of money and property that was being held in trust by her grandmother. The grandmother was also Claude's guardian. She was, evidently, a rather skilled negotiator, given the quite generous marital property agreement she struck for Claude.

The marital property contract was executed after the parties had executed their formal betrothal to marry. The agreement confirms that Germain and Claude promise to be married in the future (art. 2). Both their families give their consent to the pending union (art. 3) and become parties to the marital property agreement. But the economics of the marriage are the principal concern of the instrument. Claude, the future wife, promises to bring to the marriage an ample dowry of 1500 livres, comprised of land, movables, and a yearly income drawn from Claude's inheritance. As a way of protecting themselves, Claude and her guardian grandmother agree to make the dowry payments in installments over two years, future payments presumably to be withheld if the marriage goes amiss or

²⁹ W.S. Holdsworth, *A History of English Law* (London, 1922-66), 3:194-195. Contrary to the *ius commune* on the Continent, English common law dower attached to land and other immovable property, not to movable property, and attached to one-third rather than to one-half of the husband's property.

³⁰ See an interesting case study of England, with comparative asides, in Paul Brand, "'Deserving' and 'Undeserving' Wives: Earning and Forfeiting Dower in Medieval England," *Legal History* 22 (2001): 1-20.

is annulled after the wedding. They also promise to furnish Claude's own clothing and ornaments (arts. 4, 5). They even promise substitute dowry payments if the projected yearly income from one of the dowry properties falls short (art. 11). One-third of this dowry (500 livres) is stipulated to become community property of the marriage, for the common use of husband and wife, which either party takes upon the death of the other. Two-thirds of this dowry (1000 livres) is reserved as Claude's marriage portion (arts. 5, 6).

If Claude predeceases him, Germain, her future husband, promises to turn over to Claude's heirs this 1000 livres marriage portion, along with Claude's rings, clothing, and personal effects (art. 8). If Germain predeceases her and the couple has no children, Claude receives not only her 1000 livres marriage portion, but also her 500 livres contribution to the community property. Presumably, if there are children, the 500 livres goes to them. Moreover, Germain promises Claude a dower of one-half of his movable property of her choice, plus a stipulated monetary inheritance beyond this standard dower (arts. 7, 9). Germain's father also makes a gift of land to his son, in consideration of the marriage (art. 10). The *ius commune* would give Claude no rights over her husband's immovable property, and nothing in what survives of the contract changes that presumption.

Much of this traditional law and custom of marital property was unchanged by the Reformation in Geneva. Calvin may have written, or at least intended to write, more on the subject of marital property than has survived. The outline of his proposed Code of Civil Law and Civil Procedure for Geneva includes titles for separate entries on dower, dowry, and usufruct, as well as detailed titles on testamentary succession, which also would have dealt with the dower rights of widows.³¹ It is unclear whether Calvin wrote these provisions in his proposed code; if he did, they have not survived. What has survived is a fragment of Calvin's proposed statute on the division of marital property in the event of a couple's formal separation (**Doc. 2**). But this fragment does not address the thorny question of dowry and marriage portion rights that a separation case would raise.

No other new statute on marital property was forged in Calvin's day. But, in 1568, four years after Calvin's death, the same Germain Colladon whom we encountered above prepared a lengthy new title on point for the new Civil Code of Geneva (**Doc. 3**). This was a sophisticated and comprehensive new code that remained in effect until the republican government of Geneva collapsed in 1792, as a by-product of the French Revolution.

³¹ CO 10/1:130-131.

The marital property provisions in the 1568 Civil Code largely repeated the traditional law of dowry that we have seen. It made one change that was potentially advantageous to women. The full amount of the dowry that the woman brought to the marriage was now presumptively her marriage portion, unless the parties stipulated otherwise. Her husband could use that property during their married life, but she was entitled to full recovery of all of it (arts. 3, 4, 6, 13) upon his death, as well as any accrued increase in its value (art. 5). Traditionally, a wife's marriage portion was on the order of a third or a half of the dowry.

The new marital property law also largely repeated the traditional law of dower. But it made two changes, both potentially harmful to widows. First, unless they could prove that their husbands had deliberately sought to defraud them, widows received no priority over other creditors in securing their dower interests from their late husband's estate if (art. 17). This could well leave a widow with nothing, if her husband had been incompetent in managing his property or died heavily in debt. Second, a husband could order his heirs to support his widow upon his death. If she accepted their support, the widow would forfeit her dower interest and its accrued value. This provision could well expose widows to the designs of unscrupulous heirs. It was a notable departure from the canon law rule that a woman's dower rights could not be renounced under any condition, save her conviction for adultery or malicious desertion.

Not every marriage contract required the kind of detail that was set out in the 1568 Civil Code of Geneva. But the statute did seem to encourage Genevan parties to get their marital affairs in written order. Perhaps this reality dawned on a Genevan couple Michel Guichon and Pernette Cuvat. For, in 1569, the year after the statute came into effect, the parties executed a simple marital contract to formalize a marriage they had already celebrated and consummated (**Doc. 4**). This was, evidently, a couple of modest means, and they agreed simply to merge their respective properties with full mutual rights of survivorship. In the event of children, however, Pernette would receive her stipulated marriage portion and then serve as trustee of the balance of the marital property, using it to support the children. All this was in perfect accord with the 1568 law.

Conditional Betrothal and Marriage Contracts

While much of the law of marital property in Geneva continued largely unchanged during the Reformation, the reformers did make a significant change in the law governing betrothal and marriage contracts that were made conditional on marital property transactions.

Conditional marriage contracts had become a rather complex topic by the early sixteenth century.³² Late medieval canonists and Church courts regularly faced the question of what to do when a party contracted thus: I shall marry you “if my parents agree”; “after you have secured a job”; “provided you quit your military service”; “so long as the wedding takes place within six months”; “if we can live in my hometown”; “provided you pay me certain property”; “after my father dies”; “if God preserves me”; “so long as we have no children”; “if you can touch the sky”; “whenever a woman becomes pope”; “if you can drink the sea empty”; “provided you kill my rival” or any number of other such conditions. Did those promises automatically lapse if the condition was not met, or would the parties have to litigate? What if the conditions in question were impossible, silly, or downright illegal?

By the eve of the Reformation, the canonists had gathered a complex jurisprudence around these questions.³³ They herded conditional promises into a whole complex of categories. Three categories of conditions were the most important and common. “Honest possible” conditions (“if my parents consent,” “so long as you move to Geneva by September 1” “provided you buy me a horse and carriage before the wedding”) were valid, and betrothal or marriage promises could be voided on their breach. “Dishonest possible” conditions that vitiated an essential dimension of marriage (“so long as we have no children”; “provided I may maintain a concubine”; “so long as you remain unbaptized”) were invalid, and automatically voided the promises. All other conditions were generally disregarded and the promises enforced as if the condition had not been made. These included “dishonest possible” conditions that did not go to the essence of the marriage (“so long as you kill my rival”) as well as conditions that were naturally or legally impossible (“if you empty the sea”; “when a woman becomes pope”).³⁴

Calvin and his colleagues continued a good bit of the traditional law of conditions – though they simplified it considerably and explicitly outlawed the use of property

³² Rudolf Weigand, *Die Bedingte Eheschleissung im kanonischen Recht*, 2 vols. (Munich, 1963), vol. 1; Bartholomew T. Timlin, *Conditional Matrimonial Consent: An Historical Synopsis and Commentary* (Washington, DC, 1934).

³³ Good early modern summaries are provided in Thomas Sanchez, *De sancto Matrimonii sacramenti disputationum* [1610] (Venice, 1712), bk. 5, disp. 1-19; Henry Swinburne, *A Treatise of Spousals, or Matrimonial Contracts* (London, 1686), 109ff.

³⁴ Helmholz, *Marriage Litigation*, 50ff.

conditions. The 1546 Marriage Ordinance had three provisions on conditional promises. Item 6 recognized that betrothal promises could be made “conditionally or otherwise.” Item 14 made quite clear that property conditions would not be enforced: “Failure to pay a dowry or money or provide an outfit shall not prevent the marriage from coming into full effect, since these are only accessory.” Item 15 was more ambiguous:

Although in discussing or arranging a marriage it is lawful to add conditions or reserve someone’s consent, nevertheless when it comes to making the promise let it be pure and simple, and let a statement made conditionally not be regarded as a promise of marriage.

Read together with items 6 and 14, item 15 seems to say that betrothal contracts (those made “in discussing or arranging a marriage”) could have non-property conditions attached to them, but marriage contracts had to be unconditional. This was, in fact, how the Genevan authorities read and applied the 1546 Marriage Ordinance. Parties could seek annulment of betrothal contracts only, not marriage contracts, on grounds of breach of condition. Those conditions, however, not only had to be “honest and possible” but had to go to the essence of the budding marriage contract. Property or dowry payments were not considered essential conditions, and the Consistory disregarded them and enforced these betrothal contracts even if the parties had failed to deliver their promised property.

A good example of a valid conditional betrothal contract was the 1547 contract signed by a former Genevan named Helias who was now living in a nearby town of Neuchâtel (**Doc. 5**). No doubt instructed by counsel, Helias’s fiancée had conditioned her marriage to him on proof that he was “not bound by any other marriage bond.” The Neuchâtel authorities wanted to know from their Genevan counterparts whether Helias was already party to any betrothal or marriage contract. This condition did go to the essence of marriage, namely, whether Helias was in fact free to contract a new marriage. Calvin and his colleagues respected this condition. They certified to their Neuchâtel colleagues that Helias was not married or betrothed and was thus free to marry.

Another valid condition was for parties to accept betrothal proposals conditioned on the approval of their parents or guardians. The Genevan authorities usually respected these conditional betrothals, and annulled them when parental consent was not forthcoming. For parental consent, like individual consent, did go to the essence of the marriage, particularly if the party stipulating the condition was a minor. Indeed in contracts involving minors (males under 20, females under 18), parental consent was as essential to the validity of the marriage as the consent of the couple.

In a 1552 case, for example, Pierre Sautier proposed to Rolanda in the presence of witnesses, and gave her a golden ring (**Doc. 6**). She accepted his proposal,

conditioned upon her parents' consent to the marriage. When her parents did not consent, Rolanda returned the ring to Pierre, who promptly became betrothed to another woman. When he was accused of bigamy, Pierre defended himself by saying that the first betrothal contract was automatically voided by the breach of the condition of parental consent. The authorities agreed. Similarly in a 1556 case, a young woman named Guigonne conditioned her consent to Hugo Cant's proposal on the consent of her parents (**Doc. 7**). The parents dissented, and Guigonne petitioned the Consistory to annul her betrothal. Although her parents were Catholics (whose views were not much respected in Geneva), and Guigonne gave only hearsay testimony of their dissent, the Consistory respected this breach of condition, and declared the betrothal contract "void and fraudulent."³⁵

Contrast the conditions in these cases with the condition that new émigrés to Geneva frequently asked the Consistory to enforce: "I shall marry you, provided you move to Geneva with me." This was the issue in a 1554 case of Jean Philippe and Anne Renaud (**Doc. 8**). The Consistory did not respect this condition, and upheld the betrothal contract of Jean and Anne. Their principal rationale was that the stipulated condition was a matter ancillary to the essence of marriage. Where a married couple would live after their wedding was hardly relevant to the core question whether they were fit, competent, and eligible to give their mutual consent to marriage. Jean and Anne had given their free and full consent, and they would have to proceed with their marriage, even if they ultimately lived elsewhere.

The Consistory dealt similarly with betrothal contracts that included property conditions. Already in a 1545 case, for example, the Consistory summoned Louis Piaget and his fiancée to inquire why they had not married (**Doc. 9**). It turned out that Louis was awaiting payment of a rather handsome dowry by his fiancée's master, and his fiancée had meanwhile returned to live with her father. The Consistory inquired closely whether the only issue was over property. When that proved to be the only obstacle, the Consistory ordered the couple to get married, and sent the fiancée's master to the Council who ordered him to pay the promised dowry.

The Consistory ruled similarly in two cases the following year. Jean de Landécy and Mia had become properly betrothed before witnesses (**Doc. 10**). Mia had promised Jean a dowry of money to be paid in installments. But, because she had not been able

³⁵ It was not entirely clear from the record, however, whether it was the lack of parental consent or the danger of interreligious marriage that motivated the Consistory. There was nothing to indicate why the contract was called "fraudulent."

to collect money owed to her, Mia had substituted various household items and tools for her first dowry installment. Jean had accepted the goods, but evidently wanted his dowry money as well and threatened to break off the betrothal. Mia promised to try to fulfill her dowry demands. That was good enough for the Consistory to remand the case to the Council, with a recommendation that marriage be required. The Council ordered the couple to marry.

Similarly Nicolard Adduard and Jehanne had been properly betrothed before witnesses. (**Doc. 11**). Jehanne's uncle had made an unconditional promise of supplying a dowry of money, cattle, and all their household goods. When the uncle failed to deliver, Jehanne argued that she had been swindled, and wished neither to marry nor to furnish substitute dowry. Nicolard wanted to marry only if he could get his hands on the promised dowry. The parties fell into bitter dispute and pled to be released from their betrothal. The Consistory would hear nothing of breaking the betrothals over a dowry dispute. They sent the parties to the Council. The Council ordered them to marry, notwithstanding Jehanne's continued protests.

The 1552-3 case of Thomas Bonna and Claudine Loelmoz illustrates that a man could not condition his consent to marriage upon full and exact satisfaction of the dowry promise (**Doc. 12**). Thomas betrothed Claudine and gave her a golden ring. He conditioned his promise, however, on her delivery of a cash dowry – not land, goods, or other property. Claudine brought several chests of wine, and other property. Thomas accepted them, but continued to insist on the promised cash dowry. When that was not forthcoming, he sought to annul the betrothal. The Consistory would hear none of it. The betrothal promise and the dowry promise were separate agreements, the Consistory insisted. Breach of the dowry promise could not be used as a ground for dissolving the betrothal, particularly if a man tendered a betrothal gift as Thomas had done. The case, which bounced back and forth between the Consistory and Council for more than a year, was an important precedent. Had Bonna prevailed, it would have been easy enough for a man, or his father, to demand perfect tender of a dowry before giving his consent to the marriage. This would defeat the principle on which Calvin had insisted – that questions of marital property were to remain ancillary to questions of the validity of the betrothal and marriage contract itself.

Summary and Conclusions

In Calvin's Geneva, as much as today, marriage was a contract between a fit man and a fit woman of the age of consent. Marriage was much more than a contract. It was also a spiritual, social, natural, and economic unit that could involve many other parties besides the couple. But marriage was never less than a contract. It could not be created unless both the man and the woman consented voluntarily to this union.

Calvin and his colleagues took pains to ensure the free and full consent of both parties. The 1546 Marriage Ordinance of Geneva required that engagement and

marriage promises be made “simply” and “honorably,” without “trick” or “surprise.” The Consistory annulled engagement and marriage contracts procured by physical force or threat of force, or through fraud, deception, or seduction. They also annulled frivolous and drunken promises. The Consistory respected conditions to engagement contracts that went to the essence of marriage – such as conditioning one’s own consent on the consent of one’s parents. But they had no patience with other conditions about ancillary matters – such as conditioning one’s consent on the other’s delivery of marital property. These conditional engagement contracts were enforced regardless of whether the ancillary condition had been breached – and regardless of whether this breach now put the couple at such odds that they both wanted out. The mutual consent of the parties was essential to form the engagement contract; but, once properly formed, the engagement contract could not be dissolved even by mutual consent.

The wedding liturgy was the final essential step in the validation of marriage in Calvin’s Geneva. It represented the community’s consent to the marriage, as expressed by their magistrates and ministers. Magistrates voiced their consent through the signing and validation of the banns and the registration of the new couple’s marriage contract and marital property. Ministers voiced their consent through the announcement of the banns and the celebration of the wedding liturgy.

Calvin took banns and weddings as seriously as he had taken the earlier stages of marriage formation. For him, wedding preparations and celebrations were solemn steps in the final divine confirmation and validation of a marriage. These final steps of marriage could not be rushed. Parties would have to start over if they failed to announce their banns or celebrate their weddings properly. These final steps of marriage could also not be ruined by subsequent drunkenness, dancing or debauchery at the wedding party. This insulted the marital vows that the couple had just taken to be moral exemplars to each other and the community.

Calvin also took seriously the need for a delay between betrothals and weddings. The point of a public betrothal and waiting period was to invite others to weigh in on the maturity and compatibility of the couple, to offer them counsel and commodities, and to prepare for the celebration of their union and their life together thereafter. And it was to prepare their families and congregations to give their solemn consent to this budding new union. Too long a betrothal would encourage the couple to fornication. But too short a betrothal would discourage them from introspection. Too secret a wedding would deprive couples of the essential counsel and commodities of their families and friends. But too open a wedding would deprive couples of the consent and confirmation of the community that counted. Too solemn a wedding ceremony would smother the joy that a new marital love should bring. But too raucous a wedding party would trespass the duties that the new marriages had just brought. Calvin thus strove to strike a judicious balance between betrothal and wedding, publicity and privacy, waiting and consummating, celebration and moderation.

These reforms of marriage contracts, ceremonies, and settlements were part and product of a much larger transformation of the theology and law of marriage in sixteenth-century Geneva and well beyond. Building on a generation of Protestant reforms, Calvin constructed a comprehensive new theology and jurisprudence that made marital formation and dissolution, children's nurture and welfare, family cohesion and support, and sexual sin and crime essential concerns for both church and state. Working with other jurists and theologians, Calvin drew the Consistory and Council of Geneva into a creative new alliance to govern domestic and sexual subjects. Together, these authorities outlawed monasticism and mandatory clerical celibacy, and encouraged marriage for all fit adults. They set clear guidelines for courtship and engagement. They mandated parental consent, peer witness, church consecration, and state registration for valid marriage. They radically reconfigured weddings and wedding feasts. They reformed marital property and inheritance, marital consent and impediments. They created new rights and duties for wives within the bedroom and for children within the household. They streamlined the grounds and procedures for annulment. They introduced fault-based divorce for both husbands and wives on grounds of adultery and desertion. They encouraged the remarriage of divorcées and widow(er)s. They punished rape, fornication, prostitution, sodomy, and other sexual felonies with startling new severity. They put firm new restrictions on dancing, sumptuousness, ribaldry, and obscenity. They put new stock in catechesis and education, and created new schools, curricula, and teaching aids. They provided new sanctuary to illegitimate, abandoned, and abused children. They created new protections for abused wives and impoverished widows. Many of these reforms of sixteenth-century Geneva were echoed and elaborated in numerous Calvinist communities, on both sides of the Atlantic, and a good number of these reforms found their way into our modern civil law and common law of domestic relations.

What made this Calvinist reformation of sex, marriage, and family life so resolute and resilient was that it was a top-to-bottom reformulation of ideas and institutions, theology and law, learning and living. Calvin set out his legal reforms in scores of new statutes and consilia that were applied and adapted in hundreds of cases that came before the Genevan authorities. He set out his theological reforms in hundreds of sermons, commentaries, and systematic writings that were echoed and elaborated by a whole army of Reformed preachers and theologians in succeeding decades, ultimately on both sides of the Atlantic. He set out his pastoral advice in literally thousands of letters and pamphlets that ultimately catalyzed a whole industry of Protestant household manuals – the spiritual Dr. Spocks of their day -- that would continue to be produced in the Anglo-American tradition until well into the nineteenth century.

Selected Documents
Document 1

Marriage Contract of Germain Colladon and Claude Bigot (1536)³⁶

1. Master Germain Colladon³⁷ the younger, attorney at law, of the one part, and the respectable Claude Bigot, daughter of the late honorable, respectable, and august Master Nicolas Bigot, during his lifetime counselor of our lord the king and lieutenant-general of the baliff of Berry, and of the respectable Cathérine Charrier his wife ... by the respectable Guymon Thévernin, widow of the late Ythier Charrier, her maternal grandmother, for her of the other part.

2. Which parties have stated that a marriage by words *de futuro* has been agreed to between the said Master Germain Colladon and the said Claude Bigot according to the agreements, articles, and decisions which follow, by which the said Colladon, by the advice, counsel, and judgment of the honorable, respectable, and august Masters Germain Colladon, judge and warden of La Chastre, his father, Léon Colladon, attorney, counselor, and barrister of Bourges, his brother, [and] Urbain Chauveton, his brother-in-law ... has promised to take the said Claude Bigot as wife and spouse.

3. Likewise the said Claude Bigot by the will ... counsel of the said Guymon Thévenin, her said grandmother, and by the advice of the prudent and respectable Robert Bigot, paternal uncle of the said Claude, and of the honorable, respectable, and august Master Léon Colladon, Jean Artuys, [and] Jean Deschamps, brothers-in-law of the said Claude, has promised to take the said Master Germain Colladon as husband and spouse, if God, etc.

4. And in favor and expectation of the said marriage the said Guymon Thévenin, the aforesaid grandmother, having the administration of the bodies and goods of Masters Nicolas and Pierre Bigot..., of Etienne and Madeleine Bigot, and of the said Claude, all minor children of the said late Master Nicolas Bigot and the late Cathérine Charrier, has promised and promises to pay and give to the said future spouses from the goods fallen in by succession from the said deceased and which are common to the said minor children the sum of 1500 livres tournois, and this to cover all rights falling and payable to the said Claude by the said succession from the said deceased, that is:

³⁶ Original in Bourges, Arch. dép. E4453 (Minutes of the notary Jean Ragueau), ancien: 4453, reprinted in Erich-Hans Kaden, *Le Jurisconsulte Germain Colladon ami de Jean Calvin et de Théodore de Bèze* (Geneva, 1974), 141-143. The ellipses and fragments are per the reprinted text.

³⁷ "Colladon" is rendered variously in the contract as "Collaidon" and "Coilhaidon."

(a) For the sum of 300 livres tournois, a house as it stands, situated in this city of Bourges on the rue d'Oron next to....

(b) Also for the sum of 200 livres, the sum of 13 livres tournois of rents....

(c) Also for the sum of 260 livres tournois, a body of land in several parcels situated near this city of Bourges, acquired by the said late Master Nicolas Bigot from the widow of the late Bélin.

(d) Also the sum of 140 livres tournois in movables.

(e) Also the sum of 600 livres tournois in cash, the sum of 400 livres on the day of the nuptial blessing by the said Guymon Thévenin, the aforesaid grandmother, and the sum of 200 livres tournois within two years, counting from the day and date of the present act.

(f) And the said widow shall clothe ... the said Claude with wedding clothes and garments well and properly according to her estate, by the judgment and decision of herself and of the other relatives and friends of the said Claude.

5. And it was stated and agreed that of the said sum of 1500 livres tournois, the sum of 1000 shall be accounted a personal inheritance for the said future wife ... and the sum of 500 livres tournois shall be accounted movables. And this ... the goods, movables, and acquisitions ... that they gain and acquire during the said marriage are and shall remain common to the said future spouses.

6. Also it was agreed between the said parties that if the said future wife should happen to pass from life to death before the said future husband without legitimate descendants of the said marriage, the said future husband shall be required to render to the heirs of the said future wife the said sum of 1000 livres tournois accounted as an inheritance, or the inheritance which shall have been acquired with the said sum, and the common goods of ... and the said sum of 500 livres accounted as movables or that which ... shall have been ... without the said heirs of the said Claude being able to claim any common right in the goods and joint estate of the said future husband.

7. Also if it happens that the said future husband passes from life to death before the said future wife without or with legitimate descendants of the said marriage, she shall have a right of choice and election of her common property from the goods, movables, and acquisitions of the said future husband along with the heirs of the said future husband, and in so choosing the said common goods, she shall take and have the sum of 500 livres only for her said inheritance and half of the movables and acquisitions, and in case she makes a choice and promise of marriage and does not wish to take her said community

property, she shall have for an inheritance the said sum of 1000 livres tournois, and if ... and the said 500 livres accounted as movables and the said....

8. And whatever goods she chooses, she shall have in addition her jewelry and her ... in whatever amount they may be and the dower ... as a stipulated addition, and shall have time and space for making the said choice of three months, counted from ... of the said husband, during which time she shall live off the community goods without ... of her said choice.

9. And whichever choice she makes, the said future husband ... one or the other,³⁸ in case there are children of the said marriage, of the sum of 30 livres tournois of rents only for the life of the said Claude, or the sum of 300 livres paid all at once, and in case there are no children of the said marriage, one or other of the said sum of 30 livres tournois of rents during her life or the sum of ... 400 livres tournois paid all at once, at the choice and election of the said Claude Bigot.

10. And also the said Master Germain Colladon ... in favor of the said marriage both gives and gives by act ... by pure and simple and irrevocable gift ... solemnly *inter vivos* to the said Master Germain Colladon, his said son, ... and he accepts a meadow ... located and situated in ... [the] outskirts of La Chastre next to the road ... going from ... from the said town to Nevers ... next to the meadow of Germain B ... next to the vineyard of Simon and ... and this as a marriage gift,³⁹ and also ... to the said Master Germain Colladon and to his future ... of the said Master Germain ... of the said meadow....

11. Also it was further stated and agreed that in case it is found that the rent of the said Orron house and for the said ... and the said body of land in La Chastre do not come to the sums aforesaid at which they have been rated, in the said case the said widow ... pay to the said future husband the sums and ... at which they have been estimated and rated within three years, or the lowest value ... the said Claude shall promise to return in dividing with her said brothers and sisters ... the aforesaid goods or that which ... shall be.

12.pledged ... of the august Senate and given at Bourges the twenty-fifth day of the month of June of the year 1536 before the respectable Jean Ragueau ... merchant residing in Bourges and the prudent and respectable François Deschamps, residing...to the witnesses summoned.

³⁸ The French phrase is "*douche et douche*."

³⁹ The French word is "*préciput*," meaning in this case a sum given at marriage, without prejudicing his right to an equal inheritance with his siblings on his father's death.

Document 2

Fragment of Calvin's Draft Ordinance on Matrimonial Property (n.d.)⁴⁰

Moreover, because otherwise we could not bring them to an agreement, we have ordered and order that beforehand and ahead of everything they must make an inventory both of their merchandise and of the business they do, debts, bonds, and everything else depending on it, and of their movables, utensils, common possessions, and purchased property. Let them settle and close their accounts and so arrange between them that there is a definite resolution, to put an end to all previous quarrels, and so that from this time on each may know what is his, so that there may be no retraction.

And we desire this to be done as soon as possible, at the latest within a year, without formal proceedings, but peaceably and with goodwill. If it happens that one of the parties does not want to consent to this – that is, to making such an inventory and settling their accounts without a suit or going to court – the other shall have the option and liberty of renouncing the present agreement and returning to his first course [of legal action?].

This being done, it shall be our desire that the two parties live together, keeping a common household as they have done until now, both for their own contentment and repose and to avoid the gossip of the world and the scandal that might result from their separation.

Nevertheless, since we cannot get them to agree to this, we order⁴¹ that the separation be carried out when the accounts are finished, that is within a year. So that they must separate and each withdraw himself peaceably,⁴² under penalty of returning to their previous condition, that is that each respectively should continue in the rights and actions he had taken as though this present agreement had never been made.

Nevertheless, if it happens afterwards that for the ease and convenience of the two parties or of one of them it seems proper to them to arrange and carry out a separation, we leave them at liberty to do this.

⁴⁰ CO 10/1:143-144.

⁴¹ Calvin first wrote: "Nevertheless, if it cannot be done otherwise and both the parties prefer to live separately, or one of the two desires this, we order..."

⁴² Original text: "...they are mutually obligated to separate, each at the other's request..."

Document 3
Civil Edicts (January 29, 1568)⁴³

Title XIV
Marriages, Dowries, Dowers, and Accrual⁴⁴

1. The age, authority, and consent required for marriage are stated in the Ecclesiastical Ordinances [of 1561].

2. Guardians or trustees may not establish contracts or promises to marry between themselves or their relatives and those under their authority during the period of their authority and until they have surrendered their accounts and the residue of their trust; after having done so, they may not contract or make promises [of marriage] without the relatives' consent.

3. If there is no express provision of a dowry, conveyed and granted at the marriage, all of the wife's property will be deemed assigned and constituted as the dowry, and the husband will have its use and usufruct during the marriage to defray costs. And the husband must make an inventory of the property and give his wife proper acknowledgment of it, to serve her and hers in case of restitution.

4. The dowry provided, of whatever it consists and from whomever it derives, is assigned to the wife as her property to dispose of and devise to her heirs, unless there is a contrary agreement and exception in the contract establishing it.

5. The law of increase [addendum] and accrual is that, unless it is otherwise agreed, half of the value of the dower⁴⁵ will be given to the wife from her husband's assets as a life estate, she giving warranty that after her death the capital will be returned to be preserved for the children of the marriage, if there are any; otherwise it will belong entirely to her.

6. And if the dowry does not consist of money but of real property or other goods rather than money, the value of the goods will be appraised by knowledgeable people to

⁴³ SD, vol. 3, item no. 1081.

⁴⁴ The French word for dower is *douaire*, meaning a wife (and widow's) life interest in a portion of her (late) husband's property. The French word for dowry is *dot*, meaning the property that a woman brings into a marriage or sometimes receives at the time of marriage from her family. While the statute's title makes this linguistic distinction, the text throughout uses only the term *dot/dottes*. Where it is obvious, that the text is referring to "dower," rather than "dowry," we have translated *dot* as dower.

⁴⁵ Here is an instance where *dot* seems to mean dower, not dowry. Item 4 had just indicated that the dowry (*dot*) is the wife's property to be disposed of at her will. Item 5 says that the dower (*dot*), however, is only a life estate interest, with remainder interest in the children.

establish and assess the said accrual at the rate of one-third of the value of the goods which the husband will have had the use of because of his wife.

7. If a daughter married by her father has some property from her mother's side, and when providing the dowry her father does not state from whose property it is derived, the dowry will be presumed to come from the father's property, and her maternal property will be preserved to her.

8. And if a mother or grandmother, having authority over her daughter, provides a dowry on her marriage without declaring from whose property it derives, the said provision will be imputed to her paternal property; and if this does not suffice, the remainder of the dowry will be taken from the property of the mother or grandmother.

9. Those joined in marriage may not convey to each other during their lifetimes, at death, or by will more than half of their property derived from their parents to the prejudice of their parents in direct line or their brothers and sisters in collateral line. But they may dispose at will of the property they have acquired [during the marriage].

10. And if they have children they may not convey or devise to each other's benefit more than the usufruct of a third of their property. But the husband may leave to his wife the entire usufruct of all his property for the purpose of supporting his children, and this usufruct will last until the children reach the age of majority or marry.

11. Someone who marries a second time, having children by a previous marriage, may not convey property to his or her spouse for the said marriage or during it in excess of the portion of that one of his or her said other children to whom the least has been given.

12. What has been conveyed from one of those joined in marriage to the other whether by contract, will, or other disposition will revert to the children of the said marriage after the donee's death, even if the donation included the power to dispose of it at the donee's wish.

13. If a wife survives her husband she will have and retain the dresses, rings, and jewelry that she brought to her husband [at the marriage], to dispose of at her pleasure. As for dresses, rings, and jewelry that she received from her husband before or during the marriage, these, like her accrual, will be subject to restitution to the children, unless it has been stated otherwise in the marriage contract or the will.

14. But if the wife dies before her husband her heirs may demand of her husband only the dresses, rings, and jewelry found to be those that she brought to him on contracting or during the marriage, unless she has disposed of them differently.

15. A wife convicted of adultery will lose her dowry⁴⁶, and the said dowry will be given to her husband unless she has children by a previous marriage, in which case these children will receive only their own reserved portions.⁴⁷

16. A widow, if she fornicates, will lose and render the accrued value of her dower to her husband's heirs. And if she was one of his heirs she will lose her inheritance to the designated substitute, or in default of such, to her husband's closest relatives.

17. Women owed dowers will not be preferred to creditors who hold previous bonds or mortgages, except for property that was expressly acquired using the dower money and without fraud.

18. If a wife, after the death of her husband, carries away or hides any goods belonging to her said husband, on being duly convicted of this she will be required to make restitution of three times the value of the goods taken, with deprivation of her accrual and of other goods given to her by her husband.

19. If a husband, by will or otherwise, has ordered that his wife be supported by his heirs during her widowhood, if she wishes to accept this provision, then during that time she may not recover either her dower?⁴⁸ or its accrued value.

20. If a husband sells some of his wife's real property, even with her consent, she will be recompensed with the price set on it from her husband's property, unless the said amount has been used for her or for other purchases for her benefit.

21. If a husband has purchased property in his wife's name during their marriage she may not retain the said property unless she pays over its price or proves that it was purchased with her money.

⁴⁶ It is a closer question whether *dot* here means dower or dowry. It was commonplace of the *ius commune* that a wife sacrifices her dower interest if convicted of adultery. But normally only the children of the present marriage, not her prior marriage, would inherit her dower interests. Thus it could well be that the statute is referring to her dowry (which all her legitimate children, by whatever marriage) would inherit.

⁴⁷ The reserved portion (*légitime* in French) was the amount of an estate required to be left to a child or other natural heir, regardless of the amount willed elsewhere.

⁴⁸ Here it is not clear whether *dot* meant dowry or dower. It was not uncommon in the day to calculate not only the original value of the dowry, but also its accrued or increase value, which was called the addendum. See J.F. Poudret, "La situation du conjoint survivant en pays de Vaud XIIIe-XVIe siècle," *Mémoires de la société pour l'histoire du droit des anciens pays bourguignons, comtois et romands* 27 (1966): 1.

Document 4

Marriage Contract of Michel Guichon and Pernette Cuvat (1569)⁴⁹

Let it be known and manifest to all that a marriage was recently contracted and duly solemnized and carried out in the Christian church of this city between the Honorable Michel, son of the late François Guichon, of Mésigny, boatman, resident of Geneva on one part, and Pernette, daughter of the late Egrege Claude Cuvat of Geneva on the other part, without anything concerning the said marriage having been reduced to writing, as the parties state.

Now today, the fourth of the month of April, 1569, before me, the undersigned notary public, and the witnesses named below, there appeared personally the aforesaid Michel Guichon and Pernette Cuvat, his wife. The parties, in consideration of this marriage and following the agreement made when it was contracted, of their own free will, for themselves and all their heirs, have taken and take each other, for whatever goods they have at present or may have afterwards, whether movable, immovable, gold, silver, deeds, titles, or claims of any sort, so that the survivor will be and remain the sole and exclusive heir of the first decedent.

If, however, it pleases God to give them children by the present marriage, the wife after the death of her husband will take and receive from all the property of Guichon her husband the sum of fifty florins in all, together with the furnished bed she has brought to Guichon and all clothing, rings, and jewels and all movables she has brought to him, which are here taken to be specified. Guichon consents and is content that Pernette his wife will then act with a good and healthy conscience to manage and dispose of the whole [marital property] at her good pleasure and will.

So the said parties have promised and sworn by an oath taken before me, the undersigned notary, having agreed to keep good, firm, and valid the present act and to preserve, observe, and inviolably accomplish all its contents without ever contradicting or contravening it in any way or manner whatever. For this purpose, they have pledged and expressly hypothecated all their goods whatever, movable and immovable, present and future, which, for the complete observation of the present contract, they have submitted and submit to all the course and rigor of the law where they are found, renouncing all rules, laws, statutes, edicts, and privileges by which they might aid and serve themselves to contradict what is written above, notably the rule that says that a general renunciation is not valid if a specific one does not precede it. For which purpose the said parties have indeed asked that each of them be provided a contract made publicly according to the advice and correction of knowledgeable people, without changing its substance.

⁴⁹ A.E.G., Notaires, Aimé Santeur, v. 2, folios 128v-129v. Paragraph breaks added to the original.

Concluded and enacted in Geneva in the house of the couple Claude Tossport and Jean Bonnex, boatmen, citizens of Geneva, Jean Samoën, cobbler, and Jacques Marquis, also a cobbler, both residents of Geneva, being present as the required witnesses, and I, Aymé Santeur, the undersigned notary.

Santeur

Document 5

Letter of Attestation to Neuchâtel (1547)⁵⁰

To the faithful servants and pastors of Christ in the church at Neuchâtel, both in the city and in the country, our beloved brethren and colleagues: Because our brother Helias who dwells among you wrote that a woman had betrothed herself to him on condition that, before the marriage was solemnized, he should certify to you by proper testimonies that he was not bound by any other marriage bond, at his request we appointed two from our college to inquire into this matter. After investigation, they reported to us as follows: that six men and one woman of acknowledged repute declared with one voice that Helias was known to them in La Rochelle when he was a priest in the church first of St. Nicholas and afterwards of St. Bartholomew, that he lived honorably among men without any whisper of fornication, that he never publicly had a wife there, and that there was never any rumor of a private or secret marriage known to them. Accordingly, they hold him to be a man free from any marriage tie. We wished this to be testified to you lest we should fail in our duty to our brother.

Document 6

Case of Pierre Sautier (1552)⁵¹

(June 9, 1552). Pierre Sautier, a laborer from Chézery but now living in this city, was remanded by Master Raymond [Chauvet] because it is proved that he has promised [marriage to] two girls. He denied having broken off anything [with the first woman from Chézery] because she had conditioned [that is, she could not accept his proposal] if her parents did not consent. Afterwards he left this woman from Chézery, and she returned a sou he had given her for earnest money. As for the other [woman], who was from Présilly, he also left her because the lord of the town to which she is subject wanted to compel him to go live in the place and pay him homage, which he did not want to do. For the promise to the first woman, Mollex, Jaquet, and Grandjean were present at his house; for the promise to the second, there was a maid of Peytrequin's who was in the presence

⁵⁰ *The Register of the Company of Pastors of Geneva in the Time of Calvin*, trans. Philip E. Hughes (Grand Rapids, 1966), 64.

⁵¹ *Registres du Consistoire de Genève au Temps de Calvin*, gen. ed. Robert M. Kingdon, 21 vols. (Geneva, 1996-), vols. 1-3 in print; vols. 4-21 (unpublished; transcription is available in the Meeter Center, Calvin College and Seminary, Grand Rapids, Michigan) [hereafter RC]. This case is in RC VII, 46, 48.

of the Peytrequin and his wife, and he told them he had sworn faith to the other woman and they had separated.

Decided: considering his confession, that we summon for Thursday the witnesses who were at the promise. He said there was also a carpenter named Pierre Bibet, a carpenter near the house of Master Amied Le Barbier, and Mollex, who has always been at all his promises, and Jaquet.

(June 16, 1552) Jaques Danton of Tagnigo, Jean Mollies of Beaumont, and Jean Bocquet of Peillonex, laborer, witnesses against Pierre Sautier, were asked whether they know he is married. They said they were present when Sautier promised [marriage to] a girl named Rolanda, then a maid in Bon, who is from Chézery. It was at his house and about Christmas. They drank together and he gave her a sou; nevertheless she made a reservation that she wanted to inform her parents. Mollies further said that about three weeks ago he was at Peytrequin's, and he [Sautier] also promised [marriage to] a maid named Georges, drank, and gave her a sou also. But afterwards he and she did not keep their promise, and he made her return the earnest money. Afterwards he promised [marriage to yet] another woman named Pernette who was a maid of Plonjon's, for which banns are to be proclaimed. A laborer named Claudon, called Le Neyret, was present.

Decided: that he be remanded before the Council, asking them to get to the bottom of the case, since he has promised [marriage] to three wives [i.e., fiancées], and to have them called to learn the character of such separations, which are not to be tolerated. Also to learn who were present. Also Mollies was remanded, who was present at two promises. Also return them their banns. Note to compare [the records].

Document 7

Case of Guigonne Copponay and Hugo Cant (1556)⁵²

(August 6, 1556). Guigonne, daughter of Claude Copponay, and Hugo Cant who presented a petition concerning a promise of marriage [between the two of them]. The petition stated that she made a condition [of her promise to marriage] of having the advice of her parents and that they do not wish to consent to it. The aforesaid [Cant] said it is true, and denied the bulk of the petition.

⁵² RC XI, 48, 49, 50.

Decided: that they return here for Thursday and bring her parents and that he bring Jean Bellet, their host, and the witnesses in her petition to settle it finally. She will bring them; apply to the basket-maker in the Mollard.

(Aug. 13, 1556). Jean Bellot, Claude de Noyer, Tivent Tornier, and Guigonne Copponay were admonished that it has come to notice that they came to a tavern [at Bellot's] against the ordinances and commit insolences there. They said he has leave for it from the Lieutenant, for the day-laborers. They were also admonished that it has come to notice that in Bellot's cellar a certain promise of marriage was made. Bellot said that it is true that he saw both them and others who drank in his cellar. They called the girl who passed by and made her drink with a carter from the house of the host of the Bear. [The facts are] as [they are stated] in the contents of the petition on her behalf, except that she consented and was quite content, and she was admonished to ask her parents.

Decided: that De Noyer who ... proposed making such a marriage should also be remanded before the Council to be punished. And as for the marriage, it is void and fraudulent. Since the fiancé is from the papacy and she from St. Julien, let everyone proceed as they wish concerning them and their carter. Also Bellot is to be admonished for selling [wine] as in a tavern.

[On August 17 the Council decided to examine the parties more fully, particularly whether Guygonne had stipulated that she must get the approval of her relatives. The record says nothing further about this examination.]

Document 8

Case of Jean Philippe and Anne Renaud (1554)⁵³

(Dec. 6, 1554). Jean Philippe, Jaques Renaud, his wife, and their daughter Anne, all masons, were admonished that Philippe presented a petition, whose contents are that in the city of Paris they promised him the girl on condition of marrying her where they were going, and he gave her a silver ring in marriage. They confessed it, but now they do not want to consent to it, and as for the ring, she returned it to him, and he did not want to marry her there. The girl [Anne] said that she consented to it against the will of her mother, which the mother also said. She was asked separately whether she is promised to another; she said no, and as for another ring, said she bought it, asking that she be freed from such a promise, because he has boasted of leaving her.

Decided: that they be exhorted to accomplish the marriage; otherwise, if they do not wish to do it, let them be remanded before the Council, and no reason is known why such a marriage should be dissolved. The father said that he asks that he be given strict

⁵³ RC IX, 179.

remonstrances, and that there would be no impediment according to God. Philippe was admonished separately that it has come to notice that he has maligned the [true] religion and the city. He denied it, and promised to be obedient to them.

Document 9

Case of Louis Piaget and Fiancée (1545)⁵⁴

(Oct. 15, 1545). Louis Piaget and the Bordons' maid were called to learn about their quarrel, because they are engaged, and how it happens that they have broken their promise and why they do not want to have the wedding. Levet's widow spoke certain verbose words about the girl, also about the Bordons. Also that Donne Claudine provided for him fully 200 florins p.p. [petit poids], and it was pledged by Monsieur Julian Bordon, or otherwise he did not make the promise, urging the need he has to provide in his business for what he owes and endures.

The girl was asked whether she agrees to marriage and whether the difference is only over money. [She testified that it was] because he says that her father obligated himself to Jullian for sum of 200 florins which Bordon had promised to [her prospective] husband Piaget.

Decided: [the prospective] husband was made to withdraw, and the fiancée was admonished for having gone back to her father and for having followed their papalist practice.

Decided: Monsieur Claude du Pan took on the duty of making Monsieur Julian Bordon, the father, to come here by Thursday, and then a good agreement can be reached.

[A week later Bordon was remanded before the Council for October 26. On that date the Council ordered that the marriage should go into effect and that Bordon should pay the "marriage" (that is, the dowry) within three weeks afterwards.]

Document 10

Case of Jean de Landéncy and Mia (1546)⁵⁵

(March 4, 1546). [The parties] were admonished to give the reason why they have come. Jean said that the woman promised him in marriage about two to three hundred florins, and there were present at the house of Bernard Cloye, tailor, ... Bernard and Claude Roch, baker, and Pierre Pricqua. Mia said she had given him various household

⁵⁴ RC II, 2.

⁵⁵ RC II, 38, 40.

goods and carpenter's tools, as is stated in a list she has presented to us that has been read.

Decided: he confessed having almost all the contents [on the list]. Nevertheless, he said he will not marry her if she does not give him what she promised. They were remanded here to Thursday to bring the witnesses.

(March 11, 1546). Claude Roch, baker, was admonished and asked to tell the truth about what he knows and that he was present at the promise of marriage of Jean de Landécy. He answered that it is true that his fiancée promised to provide him about two hundred florins in one way or another – 80 florins cash on the announcement, the rest afterwards or at the wedding. Asked whether a promise of marriage was made, he said yes, and that they both swore on the bread.

Pierre Priccatz was also asked about the above. He said it is true that Master Claude [Roch] asked the fiancée, that is Mia, whether she wanted Jean. Then she said yes, and the promise was made on the bread, and they drank together. Asked whether it was stated that if he did not have the [dowry] money he would not marry her, he said he did not hear anything said about that.

Decided: that they be remanded before the Council and that the promise appears to be valid, and that the Council should order the woman to give what she promised to her husband.

The fiancée was called, and was admonished that she was to keep the promise that she promised. She said she wanted to do it. Asked whether she did not say that she would give 24 florins immediately to her husband, she said she will certainly do it, and that it [the promise] is secured by a piece of land at Cruseilles. She said further that Guillaume Coustel owes her a certain sum that he denies, and that Coustel asks her for proof [of his debt], and that it is on his conscience.

Jean, the fiancé, was summoned, and was admonished that the marriage and promise were made and that he should carry them out and that the woman will give him all she can; if not, they are remanded to Monday before the Council.

[On March 23 the Council summoned them for the following Monday, but the resulting decision is not reported. In January, 1547 Jean de Landécy, grave-digger, had still not married Mia. He was then suspected of theft, and was released on condition that he marry Mia, which he did.]

Document 11

Case of Nicolas Adduard and Jehanne Pyto (1546)⁵⁶

(April 8, 1546). Nicolard Adduard of Esserts and Jehanne, widow of the late Jean Pyto of Neydens, were admonished and asked the reason why they are here. He responded that he swore faith to and drank in the name of marriage with her. She denied it, and said she was swindled. Asked whether there were any people present at the promise, the husband said there were eight people, among which company was an uncle of hers who promised him six score florins and all of their household goods and cattle. She excused herself, producing an excusatory petition.

Decided: that the marriage should not go into effect and that the woman should have the two she would most like to have speak about it come, that is her uncle, and with him also two of those who were at the promise. She answered that she cannot bring him because he does not dare to cross the bridge because of certain debts. Here on Thursday.

(April 15, 1546). Two witnesses produced by Nicolas Adduard of Esserts: Michel Gillard of Germagnet and Nicolas Marchant of Esserts [appeared]. Claude, widow of Petet of Neydens, was called, and was asked whether she knows anything against these witnesses and whether they are relatives of Nicolas Adduard. She said they are respectable people; she does not know about [whether they are] relatives. Gillard answered that he was present in the company when the parties drank together in marriage together, and it was stated that she would give him six score florins and more and a cow. Asked whether there was any reservation made, he said no, except that she begged that no one yet disturb her brother about it, because he would be angry.

Asked the reason why he does not complete the marriage begun, he [Nicolas Adduard] answered that it is not his fault. Asked whether he would take her, he said does not want her because he would get no money. He said it depends on the decision of the Council. She does not want to accept marriage. They were admonished because Nicolas told her that he had only three children, and he has four. Also she promised him six score florins p.p. and can give him nothing. They are both found to have lied and cheated.

Decided: that they be remanded before the Council, declaring to them that there is a marriage and about the lies on one side and the other, and praying our Lords to give consideration to having edicts [published] concerning marriages.

⁵⁶ RC II, 48v, 50v.

[The following Monday, when called before the Council, Jehanne still opposed the marriage, but Nicolas wanted the marriage. On April 19, the Council finally decided that the marriage should be recognized and celebrated.]

Document 12

Case of Thomas Bonna and Claudine de Loelmoz (1552-3)⁵⁷

(Aug. 30, 1552). Thomas Bonna was admonished why he does not proceed to marry his fiancée. He answered that when he made such a promise she had not reached her [age of] majority, and he told them [her family] that he did not want goods but money, and did not want land or lawsuits. He would otherwise not marry her until they gave him what they promised, and meanwhile he would serve his uncle Bienvenu until they gave him the money.

Decided: that for Thursday he be remanded before the Council, and despite all his excuses it is found that he should proceed with the banns. And let him bring his witnesses before the Council and everything he may use to assist him....

(Sept. 21, 1553). Thomas Bonna and Claudine de Loelmoz [appeared]. Claudine produced the [Council's] orders given previously, asking that action be taken on it so the matter may be properly concluded. Thomas still alleges that he did what he did under the condition that he get cash. Afterwards he was read a schedule stating how this same Bonna gave [Claudine] golden rings, and that he made her sell stored wine and chests, when she was brought to his house. Bonna said indeed he gave her rings, and as for the chests, he did not receive them, but it was done without his command.

Considering all the procedures and examinations and orders given in Council, including the last, [the marriage promise is valid]. Thomas confesses the promise of marriage, but maintains that the condition [to marriage has not been met]. But considering the gift of rings, [and] that he made her mistress and governor of his goods and house, he broke his claimed condition, not holding to it. And it is evident that he promised [marriage], as he confesses.

It was decided unanimously by the Consistory that it does not appear to them at all that this [engagement] may be dissolved. There is a marriage here which cannot be broken off according to God for the reasons given by Thomas. Also considering that he gave her a procuration as from a fiancé to a fiancée, as the procurator Gallatin, who

⁵⁷ RC, VII, 71; VIII, 54v, 55, omitting intervening Consistory discussions of Council procedure on Dec. 1 and 8, 1552 and Jan. 12, and Sept. 13, 1553, reported in RC VII, 103, 106, 127; VIII, 54v.

received this procuration, has stated here. And therefore he is remanded to Monday before the Council with the decision aforesaid.