

September 23, 1784

Contract between Mesmer and Rousseau, attested by Puységur, stating Mesmer's intention to instruct Rousseau in the practice of animal magnetism and emphasizing Mesmer's rights as the originator of the practice. The contract sets forth the restrictions on Rousseau's practice and states the penalties involved should Rousseau violate the agreement.

We, the undersigned, Antoine Mesmer, Doctor of Medicine, on the one hand, and I, Jean Rousseau, are agreed upon the following, to wit:

I, Antoine Mesmer, believing that there is no discovery that is more advantageous to mankind or that can more wholly and effectively help relieve the pain that afflicts mankind than the discovery of animal magnetism, whose doctrine I have always wished to propagate among honest and virtuous men, do consent and promise to instruct Mr. Rousseau in all the principles that constitute this doctrine, under the following conditions:

1st. That without my written consent, he shall not train any student, or directly or indirectly pass on to anyone whomsoever, under any pretext whatsoever, any or all of the knowledge concerning the discovery of animal magnetism.

2nd. That he shall not make a treaty, negotiate, or make an agreement of any kind relating to animal magnetism with any prince, government, or community whatsoever, this option being expressly and primarily reserved for me.

3rd. That without my express consent, he shall not set up a public treatment center or convene the sick and treat them jointly by my method, he being permitted only to see and treat the sick privately, in isolation.

4th. That if he violates the conditions set forth above, he shall be required to pay me the sum of one hundred fifty thousand livres, at which amount I set my damages; it being understood, however, that the fine and the payment of the aforementioned sum of one hundred fifty thousand livres, once made, shall never under any circumstances release Mr. Rousseau from the obligation to conform to

the conditions stated above; this clause being required and any resulting suit being required to be brought again as often as Mr. Rousseau might be in violation, it being my right to allow the aforementioned conditions to remain in effect to the measure that I deem appropriate.

And I, Rousseau, considering that the doctrine of animal magnetism is the property of Mr. Mesmer, its originator, and that it is solely his right to establish the conditions under which he consents to propagate it, do accept all the conditions set forth in this agreement and do give my word of honor to abide by its terms with the most scrupulous precision; and in order to further insure Mr. Mesmer's suit against me for the indemnity of one hundred fifty thousand livres, I allocate my entire present and future personal property and real estate for payment of this sum, and I submit to all legal proceedings against me, be they in France or in any other country to which I might retreat, renouncing the possibility of ever taking advantage of any special [repudiation of?] this agreement, recognizing all its strength and authority, and acknowledging that I shall have reneged on my word of honor should I violate the conditions of this agreement under whatsoever pretext.

And for the discharging of these agreements, the parties have taken up residence, to wit, Mr. Mesmer in his customary residence, rue Coq-Héron, St. Eustache parish, in Paris, and Mr. Rousseau in his residence on the cul-de-sac Dépendance in Port-au-Prince, an isle next to Santo Domingo, to which locations the parties [...?] all suits and legal proceedings.

Our private agreement, made in triplicate and with a prom-

ise to ratify it before notaries at Mr. Mesmer's first request.

At Cap François, September 23rd, 1784.

Rousseau [signature]

Attested

Chastenet-Puységur [signature]