

6 October 1832

Articles of agreement made, in the Island of Guernsey, on the Sixth day of October, In the year of our Lord one Thousand eight hundred and thirty two, by and between Horzel Frederick De Lisle Esquire, son of the late Horzel De Lisle Esquire, of the said Island, of the one part. Mary Carey, Spinster, daughter of John Carey Esquire, son of John, of the said Island, of the second part. and the said John Carey Esquire, of the third part. Bear witness.

That whereas a Marriage is now agreed upon and shortly intended to be had and solemnized by and between the said Horzel Frederick De Lisle and the said Mary Carey, the said Parties hereby agree as is hereunder expressed on the conditions, provisions and restrictions of the said intended marriage.

1^o That the Capital of the Sum of one Thousand six hundred and eighty francs of rents in the Five per cent consolidated annuities in the French Stocks otherwise Trisor Royal and the Capital of Four Hundred Pounds Three per cent consolidated annuities in the Public Funds of England, now standing in the name of the said Mary Carey, and all and every Sum or Sums of Money she may or might be entitled to from the Succession of her late Grand Father Nicholas Maingy Esquire are hereby reserved unto her to be her full, entire and sole property notwithstanding her marriage and shall not be subject to the control or interference of her said future Husband, save and except the interest as is hereinafter mentioned, and of which Capital of the said Sums the said Mary Carey shall have the right of disposing by will or otherwise as she may think fit without the control or interference of her said future husband, always subject to his enjoyment of the Interest thereof as is hereunder mentioned, and on the event of the death of the said Mary Carey, without having previously disposed of the said Capital of the said Sums, the

same

Witnessed
at St. Peter's Church
6th Oct 1832

same shall revert and belong to her children, but if she die without leaving children, then the same shall revert and belong to the heirs of the said John Carey Esquire, but it is nevertheless stipulated & agreed that in case the said Horzel Frederick De Lisle should survive the said Mary Carey, he shall have the Interest of the said Sums so long as he shall remain unmarried, so that the right reserved to the said Mary Carey to dispose of the Capital shall be subject to the said enjoyment.

2^o. That the Sum of Five Hundred Pounds Sterling now given to the said Mary Carey by her said Father shall be vested in public Securities in the joint names of the said Mary Carey, and of the said Horzel F. De Lisle Esquire, in trust, as well as whatever Sum or Sums of Money the said Mary Carey shall inherit or become entitled to at the death of her said Father, or become entitled to by Gift or otherwise in any way or manner during the continuance of the said intended Marriage in order that the said Mary Carey and Horzel Frederick De Lisle may enjoy the interest of the same during the continuance of the said Marriage, and after the decease of either of them, that the survivor may enjoy the Interest thereof during his or her natural life and after the decease of the said Mary Carey and Horzel Frederick De Lisle the Capital shall revert and belong to the children of the said Mary Carey and if she die without leaving children, then the same shall revert and belong to the heirs of the said John Carey Esquire.

3^o. That the said John Carey Esquire doth hereby expressly reserve his said Daughter to share her full part and portion of all his real and personal Estates and effects, being a full and absolute "reserve à Partage" according to the Law and usage of this Island.

4^o. That in the event of the said Mary Carey surviving the said Horzel Frederick De Lisle she shall have during her widow hood for all claim on his personal Estate, the Interest of the whole of the said personal Estate, of whatever nature and wheresoever the same may be at the time of his death; well understood nevertheless, that

that if the said Horzel Frederick De Lisle leave children they shall have half of his said Personal Estate, their respective shares to be transferred unto them as they respectively attain the age of Twenty and the other half shall revert after the Marriage or death of the said Mary Carey as the said Horzel Frederick De Lisle may have directed by his last will and Testament and if he die intestate the said half shall revert to his said Children. But if the said Horzel Frederick De Lisle die without leaving children, the whole of the said Personal Estate shall revert, after the Marriage or death of the said Mary Carey as he may have directed by his last will and Testament, and if he die intestate the same shall revert to his heirs.

5^o. That the Parties shall have their respective rights on each others real Property, according to the Law and usage of this Island. So all which covenants and agreements the Parties bind themselves on the obligation of all their Goods, real and personal Estates and of their heirs. In witness whereof the Parties have hereunto set their hands and seals at Guernsey aforesaid (where Stamps are not used), the day and Year first above written.

Horzel Frederick de Lisle

Signed, Sealed and delivered in the presence of us.

Matthew Gallienne

Matthew Gallienne

Witnesses.

Mary Carey

John Carey