



# Parish of Baverstock Marriage Bond 1806

Bond of marriage between Mr James Smith and Miss Elizabeth Bracher

Dated 17<sup>th</sup> Feb 1806

Mr James Smith to Mr Samuel Bracher and Mr Robert Smith

**Know all Men by these Prefents, that** I James Smith of Baverstock in the County of Wilts Yeoman am held and firmly bound to Samuel Bracher of Sutton Mandeville in the said county of Wilts Gentleman and Robert Smith of Bishopstone in the said county of Wilts yeoman in the sum of Two thousand and four hundred Pounds of good and lawful money of Great Britain to be paid to the said Samuel Bracher and Robert Smith or either of them their or either of their certain Attorney Executor Administrators or Assigns for the true payment whereof I bind myself my Heirs Executors and Administrators and every of them firmly by these Presents Sealed with my Seal Dated this Seventeenth day of February in the forty sixth year of the reign of King George the Third and so forth and in the year of our lord One thousand eight hundred and six.

**Whereas** a marriage is intended by the permission of Almighty God shortly to be had and solemnized by the above bounden James Smith and Elizabeth Bracher of Chickengrove in the said county of Wilts spinster sister of the said Samuel Bracher with whom the said James Smith will receive as a Marriage Portion the sum of seven hundred pounds In consideration of which said intended marriage and Marriage Portion the said James Smith hath agreed to leave and for the use of the said Elizabeth Bracher and her office the sum of one thousand and two hundred pounds upon the contingencies hereinafter specified

**Now therefore the condition** of the above written obligations is such that in case the said intended marriage shall take effect and the said James Smith should happen to dye in the lifetime of the said Elizabeth Bracher his intended wife leaving any Child or Children by her or leaving her ensient of any Child or Children which shall afterwards be born alive Then if the Heirs Executors or Administrators of the said James Smith do and shall within six months after his decease well and truly pay or cause to be paid unto the above named Samuel Bracher and Robert Smith or the Survivor of them his Executors or Administrators the sum of one thousand and two hundred pounds of lawful Money of Great Britain to be by them put out at Interest upon such Government or Real Security as they or the Survivor of them his Executors or Administrators in their discretion should think proper Upon Trust to pay and apply the yearly Interest Dividends and proceeds thereof to the said Elizabeth Bracher for her and for her Assines for and during her Natural Life for the support of herself and such Child or Children and from and after her decease to divide and pay the said Principal sum of One thousand two hundred pounds or transfer or assign over the Security or Securities upon which the same shall be then placed at Interest unto and amongst all and every such Children equally between them if more than one and of only one Then the whole to such only one The share and Part Shares and parts of such one or more of such children as shall have attained the age of twenty one years at the time at the decease of the said Elizabeth Bracher to be paid and transferred within twelve months next after her decease and the share and part shares and parts of the other and others of them to be paid and transferred when and as they have severally attained that age and the interest dividends and produce thereof from the time of the decease of the said Elizabeth Bracher to be paid and applied for the support maintenance and Education of such Child or Children during their respective minorities and in case any such child shall happen to dye before she or

they shall attain the said age or respective ages of twenty one years The share and part shares and parts of such child or children so dying to go accrue and belong to the survivors or survivors and others or other such children to be equally divided between or amongst them if more than one share and share alike and be paid and payable to him or them at their respective ages of twenty one years But in case all such children should happen to dye before attaining the said age of twenty one years the said Elizabeth Bracher being then living Then upon Trust from and after the decease of the survivor of such Child or Children to pay the sum of seven hundred pounds part of the said sum of one thousand two hundred pounds or transfer and assign over the Security or Securities upon which the same shall then place out at Interest unto the said Elizabeth Bracher to and for her own use but if the said Elizabeth Bracher shall be then dead Then unto such person or persons at such time and times in such manner and form and to and for such trusts intents and purposes as she the said Elizabeth Bracher in and by her last Will and Testament to be by her duly executed shall give direct limit or appoint the same And for want of such Will Gift Direction Limitation or appointment upon trust to pay the sum of seven hundred Pounds unto all and every the Brothers and Sisters of the said Elizabeth Bracher as shall be then living and the issue of such of them as shall be then dead leaving issue equally to be divided between them share and share alike but the Issue of a Deceased Brother or Sister to have between them only such share or part as their his or her Father or Mother would have been entitled to if living and upon Trust to continue the sum of Five hundred Pounds residue of the said sum of One thousand two hundred pounds out at Interest and pay or apply the yearly Interest Dividends thereof to the said Elizabeth Bracher and her assign for and during the Term of her Natural Life to and for her own proper use And from and after her Decease upon Trust to pay the said sum of Five hundred Pounds together with the Interest and Dividends thereof then due and growing due for the same unto each Person or Persons in such time or times and in such manner and form and to and for such Trusts Intents and purposes the said James Smith in and by his last Will and Testament to be by him duly executed shall give direct limit and appoint the same and for want of such Will Gift Direction Limitation or appointment Upon Trust to pay the same unto the executors or administrators of the said James Smith And in case the said intended marriage shall take effect and the said Elizabeth Bracher should happen to dye in the Lifetime of the said James Smith leaving any child or children of the said intended marriage or any issue of any deceased Child or Children Then if the said James Smith do and shall during his Natural Life maintain Educate and provide for all and every such Child or Children and Issue of any deceased Child or Children with suitable Meat Drink Apparel Washing Lodging Schooling and Education and other necessaries do and shall either in his Lifetime or at his Death give or leave and secure to and to the said Children or their Issue if any of them shall be dead leaving Issue the sum of Seven hundred Pounds to be equally and proportionally divided between them so that all the Issue of every such deceased child have only amongst them as his or their Father or Mother would have been entitled to if living to be equally divided between them if more then one of the said shares to be paid to such Child or Issue when they shall respectively attain their ages of twenty one years And in case any or either of them shall be under that age at the time of the death of the said James Smith then the respective Share or Shares of such Child or Children to be paid within six months after his Death to the said Samuel Bracher and Robert Smith or the survivor of them his executors Administrators or assigns to be by them placed out at Interest upon such Government of other Security as they in their discretion shall think proper for the benefit of such Child or Children or Issue until such shares shall become payable by their becoming of age as aforesaid and the yearly Interests Dividends and Produce to be in the meantime paid and applied for and towards his her and their support Maintenance and Education during their respective minorities and in case any or either of such Children should happen to dye under the said age of twenty one years Then upon Trust to pay such Shares unto the executors administrators of the said James Smith. And in case the said intended marriage shall take effect and the said James Smith should happen to dye in the lifetime of the said Elizabeth Bracher without leaving any Child or Children of the said intended marriage or any Issue of any such Child or Children nor leaving her ensient of a child or Children which shall afterwards be born alive Then if the Heirs Executors or Administrators of the said James Smith do and shall within six months of his decease pay or cause to be paid unto the said Elizabeth Bracher his intended Wife the Sum of Seven hundred Pounds to and for her own proper use and benefit and also pay or cause to be paid unto the said Samuel Bracher and Robert Smith or the Survivor of them his Executors and Administrators the further Sum of Five hundred Pounds to be by them placed out at interest on such Government or Real Security as they or the Survivor of them his Executors or Administrators shall in their or his discretion think proper Upon Trust to pay and apply the yearly Interest Dividends and produce of the said Five hundred Pounds to the said Elizabeth Bracher for and during her life and for her own proper use and benefit And from and after her Decease Upon trust to pay apply and dispose of the said Sum of Five hundred Pounds and the Interest and Dividends then due and growing due for the same unto such Person or Persons at such time and times in such manner and form and to and for such Trusts Interests and

Purposes as the said James Smith in and by his last Will and Testament to be by him duly executed shall give direct limit or appoint the same and forward of such Will Gift Direction Limitation or Appointment **Upon Trust** to pay the same unto the Executors or Administrators of the said James Smith **And further** in case the said intended marriage shall take effect and the said Elizabeth Bracher shall dye within the lifetime of the said James Smith without leaving any child of the said intended marriage or any Issue of any deceased Child Then if the same James Smith his Heirs Executors or Administrators do and shall within twelve months next after her Decease pay or cause to be paid the Sum of Five hundred Pounds unto such Person or Persons at such time and times in such manner and form to and for such trusts Intents and purposes as she the said Elizabeth Bracher notwithstanding coverture by her last Will and Testament shall give direct limit or appoint the same and for want of such Gift Direction Limitation or Appointment then unto and amongst all the Brothers and Sisters of the said Elizabeth Bracher then living and the Issue of such of them then dead leaving Issue equally between them But the Issue of a Deceased Brother or Sister to have between them only such Share or part as their his or her Father or Mother would have been intitled unto if living **Then the above** written obligation to be void and of no effect or else to be and remain in full force strength and virtue

## Back of Marriage Bond

Received the 15<sup>th</sup> day of March 1830 of the within named Elizabeth Smith Administratrix of the within named James Smith the sum of one thousand and two hundred pounds secured by the within written Roud or obligation but upon the Trusts thereof declared £1200-0-0

The said sum of twelve hundred pounds was not nor was any part of it ever received by the within named Samuel Bracher the object of the Receipt indensed hereon being to enable the within named Elizabeth Smith to recover back a Portion of the duty payable on the Letter of Admon obtained by her to her late Husband's effects

Signed by James Samuel Smith