



ANNO SEXTO & SEPTIMO

GULIELMI IV. REGIS.

Cap. 35.

An Act for enabling the Right Honourable *Louisa Augusta* Baroness *Langford* to release her Husband the Right Honourable *Hercules Langford* Baron *Langford* and his Estates in the County of *Meath* in *Ireland* from a certain Annuity or yearly Rent-charge thereon. [17th August 1836.]

WHEREAS by an Indenture of Settlement bearing Date the Twenty-fourth Day of *May* One thousand eight hundred and twenty-one, and made between *Hercules Langford* Baron *Langford*, by his then Style and Addition of the Honourable *Hercules Langford Rowley*, eldest Son and Heir Apparent of the Right Honourable *Clotworthy Lord Langford* by the Right Honourable *Frances Lady Langford* his Wife, and *Louisa Augusta* Baroness *Langford*, by her then Style and Addition of *Louisa Augusta Rowley*, the Wife of him the said *Hercules Langford Rowley*, of the First Part, *Jane Rhodes* Spinster of the Second Part, and *George Capron* and *George William Rowley*, Gentlemen, of the Third Part, it was among other things witnessed that for the Considerations therein mentioned the said *Hercules Langford* Baron *Langford* did grant and demise
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Indenture of
24th May
1821.

unto the said *George Capron* and *George William Rowley*, their Executors, Administrators, and Assigns, all that and those the Town and Lands of *Knockbegg* otherwise *Springvalley* and the *Moy*, the Town and Lands of *Rahanstown*, *Beaconstown*, *Ballandery*, *Jordans-town*, *Ballygertagh*, *Iffernock*, *Agher Palace*, *Ardrums*, and the Lands then lately occupied by *Mr. Penny*, and the Lands then lately occupied by *Mr. Oliver Bomford* deceased; and afterwards in the Possession of *Mr. William Bomford*, his Under-tenants or Assigns, being the Town and Lands of *Cushinstown* and *Kilmoon*, Four hundred and eighteen Plantation Acres; *Portlester* containing One hundred Acres, *Bodman* containing Sixty-nine Acres; and also all that and those the Town and Lands of *Moorpark*, *Piercestown*, *Plucklimin*, *Ballymuck*, *Puddinghill*, *Priestown*, *Hawkinstown*, *Balgeeth*, *Ashpark*, *Moorjoy*, *Greenbogs*, *Painstown*, and *Macestown*, then late in the Tenure or Occupation of *John Charles*, his Under-tenants or Assigns; and also all that and those *Robert Rayner's* Part of the Town and Lands of *Tramon* otherwise *Tromon*, with several Tenements or Homesteads, with their Backsides and Gardens, together with the Common of Pasture in and throughout the Common of the said Town of *Tramon* in the Barony of *Moyfenragh*; and also Two Houses, with the Backsides and Gardens thereunto belonging, situate in the Town of *Trim*, and then or late in the Tenure or Occupation of *Patrick Crawley*, his Under-tenants or Assigns; and also all that and those One hundred and forty-two Acres of *Dromlorgan* otherwise *Drumlorgan*, situate in the Barony of *Deece*; and also all that and those the Town and Lands of *Clonmochan* otherwise *Clonmachan* otherwise *Clonmoghan* otherwise *Clonmohan*, and *Clondowgan* otherwise *Clandowgon* otherwise *Clondogan* otherwise *Clondeegan* otherwise *Clondegan*, containing Seven hundred and fifty-six Acres and Three Perches, excepting the Bog and Turbary belonging to the said Lands, and Twenty-four Acres One Rood, Part of *Clondogan* aforesaid, with their and each and every of their Rights, Members, and Appurtenances, all which said Lands and Premises were situate in the County of *Meath* in *Ireland*; and all such of the Demesne and other Lands of *Summerhill* in the said County of *Meath* as were not comprised in a certain Indenture of Appointment and Release therein mentioned; to hold the same, with their Appurtenances, unto the said *George Capron* and *George William Rowley*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years from the Day of the Decease of the said *Clotworthy Lord Langford* (who is since dead), without Impeachment of Waste, upon Trust, by such Ways and Means as therein mentioned, to levy and raise during the joint Lives of the said *Hercules Langford* Baron *Langford* and *Louisa Augusta* Baroness *Langford* his Wife One Annuity or clear yearly Rent-charge of One thousand five hundred Pounds *English* Currency, and pay the same every Year during such joint Lives, by such equal quarterly Payments as therein mentioned, to such Person or Persons only and for such Purposes only as the said *Louisa Augusta* Baroness *Langford* should by any Writing or Writings under her Hand from Time to Time, and not in any Mode of Anticipation whatsoever, direct or appoint; and in default of any such Appointment, then into the proper Hands of the said *Louisa Augusta* Baroness *Langford*, the same to be for her sole, separate, and

and exclusive Use and Benefit, independently of and free from the Debts, Engagements, Control, and intermeddling of her said Husband *Hercules Langford* Baron *Langford*: And whereas by an Indenture bearing Date the Third Day of *April* One thousand eight hundred and twenty-nine, and made between the said *George Capron* and *George William Rowley* of the First Part, the said *Hercules Langford* Baron *Langford* and *Louisa Augusta* Baroness *Langford* his Wife of the Second Part, *Peter Hunter* of the Third Part, *Nathaniel Hone* Esquire of the Fourth Part, and *Thomas Crosthwait* Esquire of the Fifth Part, it was witnessed that the said *George Capron* and *George William Rowley* did assign the Residue of the said Trust Term of Two hundred Years to the said *Thomas Crosthwait*, his Executors, Administrators, and Assigns, upon such Trusts as therein mentioned, for better securing to the said *Nathaniel Hone* the Sum of Thirty thousand Pounds and Interest therein mentioned, to be secured to him upon Mortgage of the Fee Simple of the Hereditaments comprised in the said Term of Two hundred Years, and subject thereto, upon Trust for better securing the said Annuity or yearly Rent-charge of One thousand five hundred Pounds to the separate Use of the said *Louisa Augusta* Baroness *Langford*: And whereas by an Indenture bearing Date the Second Day of *May* One thousand eight hundred and twenty-nine, and made between the said *Hercules Langford* Baron *Langford* of the First Part, the said *Louisa Augusta* Baroness *Langford* of the Second Part, the said *Thomas Crosthwait* of the Third Part, and *Henry Smith* and *Thomas Beatty*, Esquires, of the Fourth Part, it was witnessed that for the Considerations therein mentioned the said *Hercules Langford* Baron *Langford* did grant and confirm the said Annuity or yearly Rent-charge of One thousand five hundred Pounds to the said *Louisa Augusta* Baroness *Langford* his Wife, to her separate Use, in as full and beneficial a Manner as the same had been granted to her by the said Indenture of the Twenty-fourth Day of *May* One thousand eight hundred and twenty-one; and it was thereby further witnessed that for the Considerations aforesaid the said *Hercules Langford* Baron *Langford* did grant, demise, and confirm the said before-mentioned Hereditaments and Premises unto the said *Thomas Crosthwait*, his Executors, Administrators, and Assigns, for all the Residue then to come of the said Term of Two hundred Years, upon such Trusts as therein mentioned, which Trusts were, first, for better securing the said Mortgage Monies of the said *Nathaniel Hone*, and secondly for better securing the said Annuity or yearly Rent-charge of One thousand five hundred Pounds, in the same Manner and to the same Effect as was before declared of the Residue of the said Trust Term of Two hundred Years by the said Indenture of the Third Day of *April* One thousand eight hundred and twenty-nine: And whereas unhappy Differences have arisen, and have for some Time subsisted, between the said *Hercules Langford* Baron *Langford* and the said *Louisa Augusta* Baroness *Langford* his Wife: And whereas the said *Louisa Augusta* Baroness *Langford*, by her next Friend, on the Twenty-eighth Day of *March* One thousand eight hundred and thirty-five filed her Bill in the High Court of Chancery against her Husband the said *Hercules Langford* Baron *Langford* and others, amongst other Things, for the Purpose of recovering

Indenture of
3d April,
1829.

Indenture of
2d May 1829.

recovering certain Arrears of the said Annuity or yearly Rent-charge of One thousand five hundred Pounds then alleged to be due, to which the said *Hercules Langford* Baron *Langford* duly put in his Answer, and the Cause is now pending in the said Court: And whereas the said *Hercules Langford* Baron *Langford* and the said *Louisa Augusta* Baroness *Langford* his Wife did, on the Thirteenth Day of *July* One thousand eight hundred and thirty-six, enter into an Arrangement in Writing, signed for them by their respective Solicitors, for settling all Disputes between them, by which Arrangement the said *Hercules Langford* Baron *Langford* hath, amongst other things, agreed within the Period of Six Calendar Months from the Date thereof, provided an Act of Parliament should not be required for the Purpose of removing any Obstacle occasioned by the Coverture and Disability of the said *Louisa Augusta* Baroness *Langford*, and in that Case within Nine Calendar Months from the Date thereof, to purchase, in the Name of the said *Louisa Augusta* Baroness *Langford* his Wife, or of Trustees to be appointed by her, a Government Annuity, or an Annuity to be granted by one of the *London* Life Insurance Offices, to be approved by her Solicitor, of Five hundred Pounds, to be payable to the said *Louisa Augusta* Baroness *Langford* or her Nominee during her Life, for her sole and separate Use, and that pending that Arrangement the said *Hercules Langford* Baron *Langford* should be bound by the Order of the Court of Chancery to pay to the separate Use of the said *Louisa Augusta* Baroness *Langford*, or to her Nominee, the said Annuity of Five hundred Pounds as from the Twelfth Day of *June* One thousand eight hundred and thirty-six, by equal monthly Payments of Forty-one Pounds Thirteen Shillings and Four-pence each, commencing on the Twelfth Day of *July* then instant, and that immediately after the said *Hercules Langford* Baron *Langford* should have raised by way of Mortgage or otherwise on the Security of his Estates situate in the Counties of *Meath*, *Dublin*, and *Limerick* a sufficient Sum of Money to enable his Lordship to pay off and discharge all existing Incumbrances thereon, and to relieve his Lordship from his present pecuniary Difficulties, the said *Hercules Langford* Baron *Langford* should by all proper Deeds, with proper Powers of Entry and Distress, secure an additional Annuity of Three hundred Pounds to the said *Louisa Augusta* Baroness *Langford*, to be charged upon the said Estates in the Counties of *Meath*, *Dublin*, and *Limerick*, subject to the then existing Charge thereon, to be payable during the joint Lives of the said *Hercules Langford* Baron *Langford* and *Louisa Augusta* Baroness *Langford* his Wife, in the event of his surviving *Frances* the Dowager Lady *Langford*, or (in lieu of this additional Rent-charge of Three hundred Pounds, if he should so think fit,) should at the Time aforesaid pay to the said *Louisa Augusta* Baroness *Langford* or her Nominee such Sum as the Actuary of the Equitable Insurance Office for the Time being should estimate the said Rent-charge of Three hundred Pounds to be worth in present Money; and that the said *Hercules Langford* Baron *Langford* should, at the Time of the Purchase of the said Annuity of Five hundred Pounds, pay to the said *Louisa Augusta* Baroness *Langford* or her Nominee the Sum of One thousand Pounds Sterling, and to Messrs. *Downes* and *Gamlen*, as her
 Nominees

Nominees and Solicitors, the further Sum of One thousand two hundred Pounds Sterling; and in consideration thereof it was arranged and agreed that the said *Louisa Augusta* Baroness *Langford* should, amongst other things, do all necessary Acts for effectually releasing and discharging the said *Hercules Langford* Baron *Langford*, and his said Estates in the County of *Meath* in *Ireland*, from the Payment of the said Annuity or yearly Rent-charge of One thousand five hundred Pounds: And whereas by an Order of the said Court of Chancery dated the Eighteenth Day of *July* One thousand eight hundred and thirty-six, and made in the said Cause *Lady Langford* against Lord *Langford* and others, it was ordered that it be referred to the Master to whom the said Cause stood referred to inquire and state to the Court whether it would be for the Benefit of the said *Louisa Augusta* Baroness *Langford* that the said Arrangement should be carried into effect, and what Proceedings would be proper and necessary to be taken for that Purpose: And whereas in pursuance of the said Order *George Boone Roupell* Esquire, the Master of the said Court to whom the said Cause stands referred, made his Report, dated the Twenty-second Day of *July* One thousand eight hundred and thirty-six, and he thereby found that it would be for the Benefit of the said *Louisa Augusta* Baroness *Langford* that the said Arrangement should be carried into effect, and further that inasmuch as the said Indentures of the Twenty-fourth Day of *May* One thousand eight hundred and twenty-one and the Second Day of *May* One thousand eight hundred and twenty-nine expressly prohibit the said *Louisa Augusta* Baroness *Langford* from anticipating the said Annuity or yearly Rent-charge of One thousand five hundred Pounds, and consequently she cannot release the same by Deed or otherwise, it would be proper and necessary, in order to give full Effect to such Arrangement, that the said *Hercules Langford* Baron *Langford* and *Louisa Augusta* Baroness *Langford* his Wife should apply to Parliament for an Act to empower the said *Louisa Augusta* Baroness *Langford* to release the said *Hercules Langford* Baron *Langford* and his said Estates in the said County of *Meath* in *Ireland* from the said Annuity or yearly Rent-charge of One thousand five hundred Pounds; And whereas by an Order of the said Court dated the Twenty-sixth Day of *July* One thousand eight hundred and thirty-six, and made in the said Cause, the said Report was confirmed absolute: And whereas it is expedient that the aforesaid Arrangement should be carried into effect under the Direction of the said Court, but for the Reasons aforesaid the same cannot be done without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Hercules Langford* Baron *Langford* and *Louisa Augusta* Baroness *Langford* his Wife, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall be lawful for the said Court of Chancery, by any Decree or Order or Decrees or Orders to be made in the Cause now depending in the said Court as aforesaid, to direct or authorize the said *Louisa Augusta* Baroness *Langford* to

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Court of
Chancery
may autho-
rize Lady
Langford
to release Lord
Langford

from an
Annuity of
1,500*l.*

release or extinguish the said Annuity or yearly Rent-charge of One thousand five hundred Pounds to which she is entitled to her separate Use as aforesaid, for the Purpose of effecting the Arrangement referred to and approved of by the said Master *Roupell* in his said recited Report of the Twenty-second Day of *July* One thousand eight hundred and thirty-six, in such Form and Manner as the said Court shall think just and right.

Lady Lang-
ford may re-
lease Lord
Langford
from the An-
nuity of
1,500*l.*

II. And be it further enacted, That it shall be lawful for the said *Louisa Augusta* Baroness *Langford*, after the making of any such Decree or Order or Decrees or Orders as aforesaid, in pursuance of the same, by Deed executed and acknowledged by her pursuant to the Statute made for abolishing Fines and Recoveries in *Ireland*, to release her Husband the said *Hercules Langford* Baron *Langford*, and his said before-mentioned Estates in the said County of *Meath* in *Ireland*, from the said Annuity or yearly Rent-charge of One thousand five hundred Pounds, any Proviso against Anticipation, Trust, Clause, Matter, or Thing contained in the said Indentures of the Twenty-fourth Day of *May* One thousand eight hundred and twenty-one and the Second Day of *May* One thousand eight hundred and twenty-nine, or either of them, to the contrary thereof in anywise notwithstanding.

Estates to
stand re-
leased from
the said
Annuity.

III. And be it further enacted, That when and so soon as such Deed of Release shall have been executed by the said *Louisa Augusta* Baroness *Langford* the said *Thomas Crosthwait* or other the Trustee or Trustees for the Time being of the said Term of Two hundred Years shall stand possessed thereof, freed and discharged from so much of the Trusts declared thereon by the said before-mentioned Indentures, or any of them, as relate to the then future Payments of the said Annuity or yearly Rent-charge of One thousand five hundred Pounds, or the Ways or Means of raising or securing the same, and shall stand possessed of the said Term of Two hundred Years upon Trust for the further and better securing to the said *Nathaniel Hone*, his Executors, Administrators, and Assigns, the said Sum of Thirty thousand Pounds and Interest; any Proviso, Trust, Clause, Matter, or Thing contained in the said before-mentioned Indentures or any of them to the contrary thereof in anywise notwithstanding.

General
Saving.

IV. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every Persons and Person, Bodies Politic and Corporate, his, her, and their respective Heirs, Executors, and Administrators or Successors, (other than and except the said *Hercules Langford* Baron *Langford* and *Louisa Augusta* Baroness *Langford* his Wife, and the said *Thomas Crosthwait*, and other the Trustee or Trustees for the Time being of the said Term of Two hundred Years, but only so far as respects the Trusts for securing the said Annuity or yearly Rent-charge of One thousand five hundred Pounds,) all such Estate, Right, Title, and Interest as belonged to, or were holden and enjoyed by them or any of them immediately before the passing of this Act.

V. And

V. And be it further enacted, That this Act shall be printed by the several Printers to the King's most Excellent Majesty, duly authorized to print the Statutes of the United Kingdom ; and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

Act to be
printed by
the King's
Printers.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the King's most Excellent Majesty. 1836.

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