

ChapterAB Court of Chancery. Summary. A decree of this Court made 23 February 1838 in cause of Phelps v Barnard in which the plaintiff and her then husband Robert ...www.florin.ms/ChapterAB

AB16B §1274/ ELIZABETH (RIGBYE COLLINS LANGWORTHY) HANCHETT/ ENGLAND/ Cippo. Marmista ignoto. Sec. XIX, post 8/1874. Cippo in marmo bianco sormontato da una croce, poggiante su un basamento in pietra serena, recinto in pietra serena. Possibile intervento di pulitura. [M: Cippo: A: 193.5; L/P: 65.4; P.s.: A: 25; L/P: 72.5; RP.s.: A: 16.5; L: 94.5; P: 190?] Iscrizione in lettere capitali romane e numeri arabi: SACRED/ TO THE MEMORY OF ELIZth COLLINS HANCHETTE/ RELICT OF CAPT. M. HANCHETTE. R.N./ AND DAUGHTER OF THE REV C. RIGBYE COLLINS/ OF BATH SOMERSET/ AND OF SIDMOUTH DEVON/ DIED AUGUST 23RD 1874/ I SOUGHT THE LORD AND HE HEARD ME/ AND DELIVERED ME FROM ALL MY FEARS/ PS. VER [Psalm 34.41]/

Eglise Evangelique-Reformée de Florence Régistre des Morts: Elizabeth Hanchett, Angleterre, fille de Christophe/ Guildhall, Rev Burtchaell,, Lungarno, 11/ Registro alfabetico delle persone tumulate nel Cimitero di Pinti: Hanchett nata Righy/ Vedova Elisabetta/ Cristoforo/ Inghilterra/ Firenze/ 23 Agosto/ 1874/ Anni 71/ 1274/ Webbs note she is his third wife, Pisa and Bagni di Lucca/ N&Q 278.

Elizabeth Collins Hanchett, relict of Capt. M. Hanchett, R.N., d. of the Rev. C. Rigbye Collins, of Bath, Somt., and of Sidmouth, Devon, ob. 23 Aug., 1874.. Chiesa Evangelica Riformata Svizzera

1827-present. She dies a widow in 1874 having married: first by elopement to Scotland Robert Austen Langworthy (a surgeon of Bath noted as an insolvent debtor in 1848) in 1824; second, Captain John Martin Hanchette the Royal Navy, who may be a son of Captain John Martin Hanchett, R.N., C.B., and who dies in Bagni di Lucca in 1862, having lodged for many years with a family at Casa Benedetti.

A great deal of material concerning this family is at <http://www.happenstances.com> (blue link)

Her father assumed the name 'Collins' on inheriting property on the New Canal at Salisbury, which was sold by him, his daughter Elizabeth, wife of Robert Langworthy, who became insolvent, and her other married sisters Mary, Sarah and Edith, married to William Somerville Ahmuty, their children being Elizabeth Frances Ahmuty, Christopher Rigby Ahmuty, who, as an adult, became bankrupt and a prisoner for debt in 1862 and died in 1875.

Her first marriage was celebrated in this way: 'Salisbury Journal Monday 13 June 1825 summary. On Tuesday last a most grand and elegant entertainment was given by Dr and Mrs Langworthy at their country residence Prospect House near Bath to commemorate the arriving of their lovely and interesting daughter in law Mrs Austin Langworthy. To give a full description of the fete would be impossible, every luxury and comfort that could gratify the eye and tempt the most Epicurean palate were amply provided. The festivities of the day commenced at an early hour with the ringing of bells, discharge of cannon and the enthusiastic sports of the happy and numerous peasantry sufficiently indicated to the guests invited that it was set apart for one continued scene of joy and good humour. At three o'clock about 200 children were plentifully regaled with good old English fare, a fine ox and sheep having been roasted for the occasion and a well selected band throughout the day contributed much to enliven the festive scene. At five o'clock a sumptuous repast consisting of every delicacy of the season was served up in the saloon to a numerous party of friends followed by a succession of hospitalities during the evening. The house was brilliantly illuminated with devices appropriate to the occasion and the lawn tastefully decorated with a profusion of choice shrubs and flowers in the form of triumphal arches &c interspersed with variegated lamps forming a most beautiful and interesting coup d'oeil. Dancing commenced at eight and an elegant supper was served at one o'clock. After partaking of a refreshing dejeuner a la fourchette the company separated at five o'clock in the morning highly gratified with the entertainment provided by their worthy host and hostess'.

Following which her first husband swindled her out of her fortune, she and her second husband struggling to re-obtain it. -

Hanchett v Briscoe 1856.

Hanchett v Briscoe. 1856. Court of Chancery. Summary.

A decree of this Court made 23 Feb 1838 in cause of **Phelps v Barnard** in which the plaintiff and her then husband Robert Austen Langworthy were defendants, it was declared the plaintiff then Mrs. Langworthy was absolutely entitled to one fifth part of certain South Sea and East India Stock then standing in the names of two of the defendants in that cause as trustees and the dividends thereof to be held and applied for her absolutely and such one fifth carried to The Account of Defendant Elizabeth Langworthy

A Petition was subsequently presented in the cause by Robert Austen Langworthy and the plaintiff his then wife, Felix Parkinson and William Briscoe; and after reciting order of 10 August 1838 for the attendance of the plaintiff before certain commissioners to answer how she was willing and desirous the £1616.3s.2d £3% Bank Annuities, £2087.9s.0d Bank stock, £200 East India stock and £195 South Sea stock standing to Account of Elizabeth Langworthy should be transferred and disposed of, she had declared the several sums of stock should be transferred into the names of F. Parkinson and W. Briscoe upon trust for her said Elizabeth Langworthy absolutely the dividends applied for her separate use for life and after stating the certificate of the commissioners to that effect prayed for the transfer accordingly.

On 24 December 1841 it was ordered this transfer be made and said stocks were shortly afterwards transferred to Parkinson and Briscoe the trustees. Felix Parkinson did not actively interfere in the management of the trust but William Briscoe, who was alleged to be the solicitor and confidential professional adviser of the plaintiff's late husband R. A. Langworthy, took upon himself the management of the trust funds.

The trust funds or greater part of them were sold out by the trustees and advanced to Robert Austen Langworthy upon security of some property. This had been done at the written request of the husband and the plaintiff his wife whereby she authorized the trustees to do so on the husband giving an equitable mortgage of the premises therein mentioned. The plaintiff declared Felix Parkinson and William Briscoe shall not be required to make good any loss or losses that may arise to said trust funds so transferred into their names by reason of such present sale and appropriation or sales and appropriations having been made by reason of said mortgage proving insufficient to realize the sum of £2275 now to be advanced to him and the several sums so advanced him.

Mr. Langworthy died in 1850 and his widow the plaintiff married Mr. Hanchett in 1853. Felix Parkinson died in 1849 and William Briscoe in January 1855. The plaintiff now alleged she had done so on the understanding the greater portion of same would be properly secured on property belonging to her late husband and particularly of his interest in a house at Bath and elsewhere. It appeared after the death of R. A. Langworthy, the plaintiff or her present husband in her right, had received the rents of this house until 24 June 1855.

(The Jurist 1849 Saturday 2 September. The following Assignees have been appointed, further particulars may be learned at the Office in Portugal Street, Lincoln's Inn Fields on giving the Number of the Case: Robert A. Langworthy, Bath Somersetshire surgeon No. 37617T. Daniel Wood new assignee, Thomas Flower deceased).

This property had however been claimed by the Assignee of Mr Langworthy who had taken benefit of the Insolvent Act and it had been sold to pay prior incumbrances thereon. The plaintiff by this bill insisted that Briscoe had committed a breach of trust by selling out the trust funds and advancing same to her late husband and prayed that they might be replaced out of his estate.

Mr. Rowpell and Mr. Stiffe for the Plaintiff: The object of the declaration of the Court was to protect the wife against the influence of the husband and no assent of hers as a married woman could authorize the trustees to commit a breach of trust. No consideration passed to the wife in the transaction and her exact position was not as it should have been explained to her by the trustee Briscoe nor had she had communicated to her full knowledge of all the circumstances. The contract was not therefore binding upon her and the securities having turned out insufficient Briscoe as solicitor is personally responsible for the deficiency.

Mr. R. Palmer and Mr. Renshaw contra: It is an entirely erroneous view to divide the plaintiff's interest into a life interest and a reversion; when she survived her husband she could then deal with the property as she chose and this is her second husband's suit. The plaintiff was discovert from May 1850 to May 1853 and made no complaint of the advances made with her own assent to her late husband also she received the rent of one of the houses upon which the money was advanced and continued to receive it after her second marriage to June 1855.

The Master of the Rolls: In this case I am of the opinion this married woman disposed of everything she could dispose of namely her life interest but with respect to her reversionary interest subject to her life interest, she had no power to do so. With respect to the trustees whether they were justified in acting as they did having regard to the orders of the Court, the trustees in my opinion parted with a fund which they were bound to retain and they must therefore replace it. I am disposed to think, although it is not necessary to express an opinion, that although she had no power to dispose of the fund, she might have asked the Court to put it in strict settlement if she had thought fit. To use the expression of the Vice Chancellor of England in the well-known case of *Bishop v. Colebrook*, if she had come to the Court to ask the Court to settle the fund, she might have had it settled, although she could not dispose of it.

I am therefore of the opinion the trustees must replace the fund. I think however that must be done without costs as part of the suit has failed and part of it has succeeded. The better plan is to say it shall be done without costs on either side. The amount of stock must be replaced by the representatives of the trustees and paid into Court and the dividends be paid to them until further order'.