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Published by The Ohio State University Press

Dalley, Lana L. and Jill Rappoport.

Economic Women: Essays on Desire and Dispossession in Nineteenth-Century British Culture.

The Ohio State University Press, 2013.

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“A pauper every wife is”¹

LADY WESTMEATH, MONEY, MARRIAGE, AND
DIVORCE IN EARLY NINETEENTH-CENTURY ENGLAND



JANETTE RUTTERFORD

Emily Nugent, the Marchioness of Westmeath, was one of the most famous and infamous women of her day. Pamphlets were written by her and about her as she attempted to separate from her abusive husband, fought his attempts to retain conjugal rights, and took him to court for maintenance payments and custody of her children. Her struggle to achieve financial independence before the Matrimonial Causes Act of 1857 and the Married Women’s Property Acts of 1870 and 1882 highlights both the economic vulnerability of women, whose property and legal identity merged with those of their husbands at marriage,² and the striking

¹ Emily Nugent Westmeath, *A Narrative of the Case of the Marchioness of Westmeath* (London: James Ridgway, 1857), 136.

² Under common law, a married woman’s property—whether acquired before or during marriage—was deemed to belong to the husband. Married women could neither own property nor make contracts in their own name. See Amy Louise Erickson, “Common Law Versus Common Practice: The Use of Marriage Settlements in Early Modern England,” *Economic History Review*, 2nd series, 43 (1990): 24. If a married woman incurred debts, creditors could not obtain redress from her; they had to do so via the husband. Children were the legal property of their father. Under equity law, a married woman could benefit from a marriage settlement, which allowed the wife’s family—or the husband—to settle a certain amount of property on her. The settlement specified what was to happen to the funds upon the wife’s death and typically made provision for what was to happen in the event of the hus-

resilience they sometimes showed in their efforts to extricate themselves from those marriages³ and to achieve economic security and even comfort.

Lady Westmeath's story challenges the conventional understanding that marriage offered women financial stability. Writing in 1857, a year before her death, Emily was clear that, from a financial standpoint alone, she would have been better off not marrying at all. Yet, as this essay shows, she was hardly a simple victim. In the various ways that she pieced together a living, we see an important case study of how women deployed a range of financial strategies—from exploiting personal and political connections to pursuing investments—despite their legal and economic subjection. Although Lady Westmeath's rank makes hers an exceptional case in certain respects, she recognized her situation as one brought about by a system of gender inequality, comparing herself to “every wife” and to “married women in this country” in general. Her archive includes a rich collection of pamphlets, legal cases, personal correspondence, and financial transactions. This unusually extensive paper trail offers unique insight into the social and economic impact of separation and divorce for a married woman before the 1857 Matrimonial Causes Act and the Married Women's Property Acts of 1870 and 1882.

I. THE WESTMEATH MARRIAGE

Emily-Ann-Bennett-Elizabeth Cecil was the second daughter of the first Marquis of Salisbury.⁴ Before her marriage in 1812, she was used to court

band dying first. Since, under primogeniture, the eldest son inherited the “estate,” money was usually set aside through the premarital contract out of which to pay the widow's jointure. Janette Rutterford and Josephine Maltby, “The Widow, the Clergyman and the Reckless—Women Investors before 1914,” *Feminist Economics* 12 (2006): 111–38; Amy Louise Erickson, “Possession—And the Other One-Tenth of the Law: Assessing Women's Ownership and Economic Roles in Early Modern England,” *Women's History Review* 16.3 (July 2007): 370. Marriage settlements, structured as trusts, were defensible under the law of equity only in the Court of Chancery. Common law did not recognize such premarital contracts, which were viewed as annulled on the subsequent marriage.

³ Until the Matrimonial Causes Act of 1857, divorce could only be granted by private act of Parliament, which required proof of adultery. The ecclesiastical courts granted divorce *a mensa et thoro* (from bed and board) for such offences as adultery, desertion, or extreme cruelty. This was a form of separation and not dissolution of the marriage and consequently did not permit remarriage. Before a private divorce bill could be considered, a divorce *a mensa et thoro* had to be obtained through the ecclesiastical courts. See Sybil Wolfram, “Divorce in England, 1700–1857,” *Oxford Journal of Legal Studies* 3.2 (Summer 1985): 155–86. Note that the wife was unable to defend herself in such a suit or to have legal representation.

⁴ Charles Mosley, ed., *Burke's Peerage, Baronetage, & Knightage*, 107th ed., 3 vols. (Wilming-

life during the London season and to the splendors of her family home, Hatfield House, in Hertfordshire. She married George Nugent, Lord Delvin, heir to the Irish earldom of Westmeath and the son of a *divorcée*—not quite a *mésalliance* but a definite step down the social ladder. His father, the seventh Earl of Westmeath, had divorced his mother, Marianne Jefferies, for adultery in 1796.⁵ George met Emily through her brother, Lord Cranborne, who had served with him in the army.

Although this was initially a love match, problems set in early, many of them rooted in the couple’s financial life. During the first few years of the marriage, the couple lived in the isolated Clonyn Castle, near Devlin, a far cry from the bustle of London. Emily complained of being left alone, with not even enough pin money to be able to buy tea and sugar, or the other little luxuries that made life in the country bearable to her.⁶ She asserted that George called her a “damned bitch” when she asked for pin money. When Emily was eight months pregnant with their first child, born in May 1814, George was so roused during an argument that he both hit Emily and threatened to disinherit their child in favor of his half-brother. Emily used his guilt at the violence to make him verbally retract the financial threat, a real one if the unborn child were a girl.⁷ Marital disputes, frequently violent, persisted. George had acknowledged the existence of an illegitimate child to Lord Cranborne before his marriage. Another was conceived while he was paying his addresses to Emily, and she found out

ton, DE: Burke’s Peerage [Genealogical Books] Ltd, 2003], vol. 3. She was the third daughter, but the first, Caroline, died young.

⁵ A. P. W. Malcolmson, *The Pursuit of the Heiress: Aristocratic Marriage in Ireland, 1740–1840* (Belfast: Ulster Historical Foundation, 2006), 142; George Frederick Nugent Westmeath, 7th Earl of Westmeath, *The Trial at Large on an Action for Damages brought by the Right Hon. G.F. Earl of Westmeath against the Hon. A.C. Bradshaw for Adultery with . . . Mary Anne, Countess of Westmeath, etc.* (Dublin, 1796); and Lawrence Stone, *Broken Lives: Separation and Divorce in England, 1660–1857* (Oxford: Oxford University Press, 1993).

⁶ The term “pin money” refers to an allowance given by the husband to the wife for her personal expenditure. For full details of the Westmeath marriage, see the judgment by Sir John Nicholl, 1827, reproduced in full by Lady Westmeath in her pamphlet *A Narrative of the Case of the Marchioness of Westmeath*, 1857. The Nicholl judgment can also be found in Proceedings of the Court of Arches, Hilary Term, 3d Session, 1827, Westmeath v. Westmeath, Haggard, 1830, Supplement, pp. 61 to 132 and as a separately printed pamphlet. The two pamphlets produced by Lord Westmeath—the first in 1828, in response to fifty-three pages of new material submitted (and later expunged from the record) that Lady Westmeath had submitted to the House of Lords, and the second, in 1857 in reply to her *Narrative*—also provide further details and opposing views as to what occurred. Additional details are also provided in Malcolmson, *Pursuit of the Heiress*, and Stone, *Broken Lives*.

⁷ John Haggard, *Reports of Cases Argued and Determined in the Ecclesiastical Courts at Doctors’ Commons and in the High Court of Delegates, Vol II Supplement* (London: Saunders and Benning, 1830), 66.

about this child's existence after she was married.⁸ The affair threatened Emily's financial affairs as much as her feelings. Under an agreement drawn up and witnessed by a neighbor and sometimes conciliator Henry Widman Wood, George was never to see his mistress or their two children again, would give no more than a fixed sum in support to be transmitted by Emily's maid, and would receive no communications from them, in return for which Emily would remain silent on the subject. Emily was particularly incensed that George's mistress had received more money than she had in pin money, although, as George's wife, Emily had more—albeit limited—rights than George's mistress, whose financial and legal claims on the father of her children were nonexistent; what help she received was entirely discretionary.⁹

In the autumn of 1816, after more violent arguments, Emily and George moved to London, where relations deteriorated to such an extent that Lord Westmeath was persuaded to sign a prospective deed of separation in December 1817, which would take effect if his behavior worsened, and she would then be paid maintenance of an amount to be determined by friends. At the same time, George settled most of his Irish Nugent estates on their daughter, Rosa, in the event that he and Emily failed to produce a male heir. Things went well for a while, and Emily became pregnant with her second child, a son. Again, the good times were short-lived. Formal articles of separation were signed on 30 May 1818, by which Emily was to be paid her pin money of £500 a year plus a separation allowance of £1,300 a year and allowed to live separately.¹⁰ Emily moved into a house of her own in Bolton Street, but her mother, Lady Salisbury, anxious to keep up appearances, persuaded her to allow her husband to have a room there and even to dine there and accompany her to social events. Allowing her husband bed (albeit in a separate room) and board was in direct contradiction to the common term for separation *a mensa et thoro*, that is, separation from bed and board. This meant that the public's perception, vital to Emily's mother, was that there was no separation—but, as I later show, it would also have financial repercussions for Emily when she tried to collect her alimony.

Emily's son, Lord Delvin, was born in November 1818. In early 1819 she moved into Stratford Place, where she also allowed George a bed-

⁸ Haggard, *Reports of Cases*, 80–81; George Thomas John Nugent Westmeath, *A Sketch of Lord Westmeath's Case*, fn21. Emily unsuccessfully tried to arrange the emigration of the children and their mother to America in 1817.

⁹ See Stone, *Broken Lives*, 302.

¹⁰ Haggard, *Reports of Cases*, 44. The deed was initially destroyed by Lord Westmeath at the stationer's, where it was being copied. It was executed in August 1818.

room and dining rights. However, in April, after further arguments, Emily refused to dine with George, and in June 1819 George opened Emily's personal papers without permission and threatened her physically. He refused her request to leave the house. Emily, fearing for her safety, moved out on 20 June. George took their son to Clonyn, where he died at the age of one, hours before Emily arrived with her brother to see him. Her daughter Rosa lived with her until 1821, when George kept her with him after a visit. Emily's mother, acting as a witness on the husband's side, confirmed that George then prevented Emily from seeing Rosa until at least 1824. Rosa continued to live with her father until her marriage in 1840. The fact that Emily never again spoke to her mother, even at her father's deathbed in 1823, and that by the mid-1820s Emily was no longer on speaking terms with her husband, father, mother, brother, sister, and cousin shows the high social cost of separation and divorce to the women involved.¹¹

The case of Lady Westmeath's marriage confirms for us the economic difficulties that women faced within marriage as well as when they attempted to separate. Just as importantly, however, her case also reveals the ways in which the dissolution of a marriage could tax a husband, as well as the creative strategies wives such as Emily could use to overcome some of their gendered disadvantages.

II. THE LEGAL TANGLE

Litigation between Lord and Lady Westmeath lasted until 1837 in a number of different courts—relating to ecclesiastical, equity, and common law—and revealed the financial ramifications of a failed marriage for both. The cases involved deeds of separation, child custody and maintenance, and nonpayment of court costs. Ultimately, they led to a prison sentence for Lord Westmeath and witnesses, steep payments for all parties involved, and the longest running marital dispute of nineteenth-century England. Using the ecclesiastical courts, which covered the rules of marriage and separation, Lord Westmeath sued for restitution of conjugal rights in 1821.¹² Emily responded in 1822, detailing thirty-three separate incidents of cruelty supported by ten exhibits. After witnesses had been

¹¹ Haggard, *Reports of Cases*, 66. George Thomas John Nugent Westmeath, *A Sketch*, 38–39; Stone, *Broken Lives*, 299; Mosley, *Burke's Peerage*, 3504.

¹² Common law was primarily concerned with transmission of property, debt, and credit, and the ability to award damages; equity law was able to deal with marriage settlements, trusts, and enforcement of alimony. Lawrence Stone, *Road to Divorce: England, 1530–1987* (Oxford: Oxford University Press, 1992), 24–26.

examined and after Lord Westmeath's replies to the accusations, Emily submitted in 1823 further evidence, including five charges of adultery.¹³ The adultery case was built around an assertion by the Irish gardener, subsequently employed by the Duke of Wellington, that Lord Westmeath was the father of "two suppositious children by a loathsome and filthy prostitute who was sworn by herself and her filthy associates to have been introduced into my house and my bed the very night of my only son's death." In court, the "prostitute" was unable to answer some of the questions posed because "By the Lord, I was so drunk I do not know." In 1825 three of Emily's witnesses for charges of adultery were convicted of conspiracy and fined and imprisoned in Ireland.¹⁴ This did not help her case for separation, which she lost in 1826 on both counts of adultery and cruelty.¹⁵ The first deed of separation was dismissed as invalid, as it related to a future and not present separation, and the second was deemed void due to subsequent cohabitation.¹⁶

On appeal, in 1827 the Court of Arches preferred to concentrate on Emily's accusations of cruelty, which had more reliable witnesses. Sir John Nicholl, in an unusual and much publicized verdict—deemed freak by Malcolmson¹⁷—found *for* Lady Westmeath not on grounds of adultery but on grounds of cruelty.¹⁸ He expressed the view that where blows might have been acceptable to those

in the lower conditions [where] amidst very coarse habits such incidents occur almost as freely as rude or reproachful words . . . if a nobleman of high rank and ancient family uses personal violence to his wife, his equal in rank, the choice of his affection, the friend of his bosom, the mother of his off-spring—such conduct carries with it something so degrading to the

¹³ Haggard, *Reports of Cases*, 4.

¹⁴ Anne Cornell, *A Full and Complete Report of the Trial, the King, at the Prosecution of the Marquis of Westmeath, against Anne Cornell, John Monaghan, Bernard Maguire, Patrick Farley and William McKenzie at Green-Street Dublin at the Commission of Over and Terminer, January 3rd and Two Succeeding Days* (Dublin: John Cummings, 1825).

¹⁵ Haggard, *Reports of Cases*, 60.

¹⁶ Richard Vaughan Barnewell and John Leycester Adolphus, *Reports of Cases Argued and Determined in the Courts of the King's Bench, Vol. III* (London: Saunders and Benning, 1833), 748–50; Stone, *Broken Lives*, 318. One of Emily's advisers on both deeds was Mr. Sheldon, the Cecil family lawyer. He was so mortified by the difficulties she had in obtaining maintenance from her estranged husband that he left her £1,000 in his will.

¹⁷ Malcolmson, *Pursuit of the Heiress*, 144.

¹⁸ The verdict and commentary on cruelty reproduced below was reported in the *Niles Register* of 31 March 1829, published in Baltimore, Washington, and Philadelphia.

husband, and so insulting and mortifying to the wife, as to render the injury itself far more severe and unsupportable.¹⁹

Both parties paid their own legal costs in the lower courts, but Lord Westmeath was ordered to pay both sides' costs for the final hearing. Both Lord and Lady Westmeath complained of poverty. Emily estimated her legal costs at £12,000 in 1831. George estimated his at £14,000 in 1831, rising to £30,000 in his 1857 pamphlet.²⁰ These costs were orders of magnitude greater than the £700 total estimated for uncontested divorces by the 1850 Royal Commission, although even the costs for uncontested divorces were far beyond the means of the “lower conditions.”²¹

III. COPING WITH COVERTURE IN MARRIAGE

Under coverture, a wife's income and assets belonged to her husband, unless a premarital contract specified otherwise by putting money in trust to provide pin money during the marriage, a widow's jointure after the husband's death, and dowries for any younger children. Married women could also inherit assets if held in trust. However, as the Westmeath archive reveals, such precautions did not always work as planned.

In Emily's case, the premarital contract stipulated a dowry from Emily's father of £15,000, which was settled on the younger children of the marriage. Of this, only £5,000 was paid in cash, with the remainder being paid in the form of an annuity of £500, until the lump sum of £10,000 was paid at some undetermined future date. In fact, the lump sum was paid in 1823 by Lord Cranborne, soon after the death of his father and after his marriage to an heiress. In return, Emily was to have £500 a year pin money payable by George for her exclusive use.²² In addition, a widow's jointure of £3,000 a year was agreed upon, to be paid from the income from her husband's estates. George told his future father-in-law that the Irish estates would yield over £10,000 a year, well able to finance the promised £3,000 a year widow's jointure. However, he was being economical with the truth. As late as 1828, the estate's income was still less than £4,800 a year, with

¹⁹ Haggard, *Reports of Cases*, 73.

²⁰ Stone, *Broken Lives*, 331, 340. Emily asked her brother to pay Parliamentary agents the £4,000 to £5,000 legal costs she owed them.

²¹ Wolfram, “Divorce in England, 1700–1857,” 167.

²² Stone, *Broken Lives*, 286.

outgoings of £1,650 in interest payments and a further £840 in annuities to family dependents.²³

There was no formal settlement for Emily's jointure because, by some settlement made by the then Lord Westmeath on his second marriage after the divorce of his first wife, his son, George, had "no power to settle anything."²⁴ He would have to wait until his father's death. When his father did die, in 1814, no attempt was made by his son to provide for the widow's jointure, and his Nugent inheritance was not settled until 1822.²⁵ Indeed, as late as 1857 George was contesting the jointure amount. He asserted that it had been agreed to in Irish pounds, so that the £3,000 promised was actually £2,769 4s 7½ d in sterling terms.²⁶

As a woman, Emily had no choice but to rely on her family and legal advisers to act on her behalf to assure her the proper premarital settlements. They failed to commit George to providing a widow's jointure immediately on his father's death, to check whether George would have sufficient funds to settle the promised jointure, and to clarify whether the jointure would be denominated in Irish or English pounds. As this example suggests, Emily could not rely on others to look out for her future financial security.

In 1813, after her marriage, Emily inherited all the plate, jewelry, and furniture of her aunt, Lady Anne Cecil, as well as the reversion on her father's death of trust funds of £12,500.²⁷ In 1817 Emily, on George's behalf, asked the trustees for a loan from her aunt's reversion, to pay off Paris expenses and to help with costs incurred in setting up house in London.²⁸ In this case, the trustees ensured that George signed an agreement to pay interest on the loan and repay the principal upon Emily's father's death. The £5,600 loan from the trustees was in the form of government stock and was expressed in nominal terms. After the Napoleonic Wars, with England highly indebted, the price of government stock was low. George sold the stock at well below nominal value—£66 to £67 per £100—to yield proceeds of £3,665 10s. He paid interest on the loan until the death of the Marquis of Salisbury, when an attorney "took proceedings against me in Ireland for the same sum without asking me to pay it." George complained that he

²³ Malcolmson, *Pursuit of the Heiress*, 28.

²⁴ Emily Nugent Westmeath, *A Narrative*, 78.

²⁵ Stone, *Broken Lives*, 287.

²⁶ George Thomas John Nugent Westmeath, *A Reply*, 8.

²⁷ George Thomas John Nugent Westmeath, *A Reply*, 23. Lord Westmeath also complained that the furniture was not worth the carriage to Ireland but that out of "respect to the donor [he] consented it should come" (23). Stone, *Broken Lives*, 287.

²⁸ Haggard, *Reports of Cases*, 99.

had to sell his half-pay annuity, raise money at 11%, and sell a life assurance policy to replace the government stock which cost, on 18 February 1824, £5,024 7s 6d. This was more than he had received in loan, as the price of government stock had by then risen to around £92 for £100 nominal. He also admitted to having had silver plate—engraved with the Duke of Wellington’s crest and given by the Duke as a wedding present to Emily—melted down, raising £18 for the coffee pot and teapot alone.²⁹

Emily also experienced difficulties in receiving her pin money as promised in the premarital contract. She complained that she did not receive the full pin money when in Ireland in the early years of their marriage. The 1816 and 1817 payments were also not made, with George arguing that the income from his Westmeath estates was insufficient.³⁰ Even a premarital contract and trust structures did not prevent a husband from failing to provide fully for his wife, with George, in this case, able to access funds designed to protect Emily from the disadvantages of coverture.

IV. COPING WITH COVERTURE AFTER SEPARATION

The indenture of separation signed in 1818 committed George to pay Emily £1,300 a year in maintenance, as well as £500 a year pin money from the original marriage settlement. From 1819 on, there were no maintenance payments. Furthermore, while George was suing to have the separation overturned, he was in no mood to support his wife. Emily did not receive her pin money of £500 a year for three years after 1823.³¹ After legal separation in 1827, Emily became entitled to alimony. However, nonpayment of much of this money until the 1830s forced Emily to be proactive in seeking alternative sources of income. These consisted of income from earnings, a pension, and astute investment of the funds over which she had control.

Physically separated from 1819 on, Emily needed resources. And she procured them. As this section demonstrates, despite her legal disadvantages Emily was able to draw on a variety of resources to piece together a

²⁹ George Thomas John Nugent Westmeath, *A Reply*, 18, 22–23. Note that the teapot and coffee pot were given to Emily and could have been considered to be hers as “paraphernalia.” Before the Married Women’s Property Acts of 1870 and 1882, married women were usually allowed pin money and “paraphernalia” such as household goods and linen. See Anne Laurence, Josephine Maltby, and Janette Rutterford, Introduction to *Women and Their Money 1700–1950: Essays on Women and Finance*, ed. Anne Laurence, Josephine Maltby, and Janette Rutterford (Abingdon, Oxfordshire: Routledge, 2009), 7.

³⁰ Stone, *Broken Lives*, 303.

³¹ Stone, *Broken Lives*, 317.

wealthy lifestyle. In 1821 Emily used a court order to get bailiffs to distrain George's land and personal property in Ireland, after Henry Wood, as her Trustee, had sued for nonpayment of maintenance. Tenants, encouraged by George to resist and even shoot the bailiffs, were prosecuted and sentenced to prison.³² Emily then changed her tactics and ran up debts, since she was still technically married—albeit separated—and a husband was legally liable for his wife's debts. She spent lavishly, as George himself put it later, “denying herself nothing which she can obtain without payment, and exciting her creditors by a promise of paying the costs in failure to sue me for the value of these indulgences which I have been obliged to deny myself and my daughter.”³³

As a member of the elite, though, Emily had sources of income other than her husband. These derived from her connections with Lady Conyngham, George IV's mistress (and later, wife), and the Duke of Wellington, her brother-in-law from 1816 on.³⁴ Beginning in 1818 she received £250 as lady-in-waiting and, from 1826 on, she had her £500 pin money, £350 interest on the inheritance from her aunt, and £275 as extra lady of the bed-chamber, plus free lodgings—a total income of £1,125.³⁵

In 1826 the ecclesiastical court found that, because there had been cohabitation after the 1818 deed of separation had been signed, this invalidated the agreed-upon £1,300 alimony payment. In 1827, however, after judgment was found in Emily's favor and the ecclesiastical divorce *a mensa et thoro* was declared, George was ordered to pay £700 a year alimony as well as Emily's legal costs of £1,600 for Consistory and Arches Courts.³⁶ George refused to pay the legal costs and, after he was charged by Emily with contempt of court in 1829, it was decided that he could not be forced to pay because, by then, he was an Irish Representative Peer at Parliament and therefore could not be found in contempt.³⁷

In 1829, with no alimony payments having been made, George IV was persuaded by his wife to ask the Duke of Wellington, then prime minis-

³² Stone, *Broken Lives*, 294.

³³ George Thomas John Nugent Westmeath, *A Sketch*, 40. For married women's strategic use of credit, see Margot Finn, “Women, Consumption and Coverture in England, c. 1760–1860,” *Historical Journal* 39.3 (September 1996): 703–22; and Joanne Bailey, “Favoured or Oppressed? Married Women, Property, and ‘Coverture’ in England, 1660–1800,” *Continuity and Change* 17.3 (2002): 351–72.

³⁴ Emily's elder sister, Georgiana, married the Duke of Wellington's youngest brother, Henry Wellesley, in 1816.

³⁵ Stone, *Broken Lives*, 334.

³⁶ Stone, *Broken Lives*, 330.

³⁷ Haggard, *Reports of Cases*, 653.

ter, to give Emily a pension from the Irish List. This caused a public outcry, so she was quietly given £385 a year on the English List, a payment that survived a government inquiry in 1833.³⁸ In 1834 George sued successfully to have Emily's £700 a year maintenance take account of her pension from the Civil List of £385, and so it was reduced to £315 a year. George was ordered to pay arrears of maintenance from 1827 to 1833 at the new rate, totaling £2,000.³⁹ This amount was finally paid to Emily on 10 April 1835.⁴⁰ With alimony being paid from 1835 on, Stone estimates that, by 1836, Emily's income totaled around £1,850 a year, plus a free apartment. George complained that Emily was so well-off after payment of the £2,000 arrears of maintenance in 1835 that she shortly thereafter added a ballroom to her house in Piccadilly.⁴¹ Although Emily refers, in her 1857 pamphlet, to returning from abroad after an absence of six years and finding her creditors still unpaid, she was certainly not short of funds until her death in 1858.⁴²

By the mid-1830s Emily had a variety of sources of income: court appointments, civil pension, income from her aunt's inheritance, and alimony. But the alimony came in a lump sum of £2,000, and she needed to make sure that this generated income too. So, part of Emily's income came from yet another source, canny investment of her surplus income and the arrears of alimony paid in 1835. There is evidence of investment in both British shares and foreign bonds. The evidence of British shares comes from her ex-husband, who refers to her jobbing in the shares of the Pibrow Patent Company, an English company. Her lawyers wrote to him to ask if they could use his name in legal proceedings that she wished to institute but which, as a married woman, she could not do in her own name.⁴³

However, there is also evidence of Emily investing in overseas government bonds, in particular Spanish bonds, and this comes from the Barings Archive in the form of letters of hers in a bundle of correspondence from 1833 to 1846 between Lady Westmeath's friend, Miss Eliza Caton, and Joshua Bates of Barings Bank.⁴⁴ This bundle includes correspondence

³⁸ Charles C. F. Greville, *The Greville Memoirs: A Journal of the Reigns of King George IV, King William IV and Queen Victoria* (London; New York; Bombay: Longmans, Greene & Co, 1899), chap. 4: 161, 164, <http://www.archive.org/details/grevillememoirsj01grevuoft>; Stone, *Broken Lives*, 335.

³⁹ Stone, *Broken Lives*, 330–32.

⁴⁰ George Thomas John Nugent Westmeath, *A Reply*, 43.

⁴¹ George Thomas John Nugent Westmeath, *A Reply*, 43.

⁴² Emily Nugent Westmeath, *A Narrative*, 75.

⁴³ George Thomas John Nugent Westmeath, *A Reply*, 45.

⁴⁴ *The Barings Archive, General House Correspondence, HC1.11.*

between Lady Westmeath and Bates, dated 1835 to 1845. Bates was an American citizen and senior partner of Barings from 1828 until his death in 1864. He was responsible for maintaining Barings's role as the prime "American" house in London. Eliza Caton, born in 1787, was the extremely well-connected eldest of four daughters of a Baltimore, Maryland merchant. Marianne, one year younger, became the Countess of Mornington and sister-in-law to the Duke of Wellington on her second marriage in 1825 at the age of 37. Louise Catherine, born in 1791, became Duchess of Leeds on *her* second marriage in 1828 at the age of 37. The youngest sister married the British Consul in Baltimore in 1815. The two middle sisters, who became peeresses, were often at Court, and Marianne was Lady of the Bedchamber to Queen Adelaide from 1830 at exactly the same time as Emily, Lady Westmeath, who was also a sister-in-law to the Duke of Wellington.⁴⁵ Emily knew Marianne's unmarried elder sister, Eliza Caton, well.

Eliza Caton ran an active investment portfolio using her substantial personal wealth, sometimes following the advice of Joshua Bates, and sometimes imposing her own views. Eliza managed investments for her married sisters by holding investments in her own name.⁴⁶ She also assisted Lady Westmeath in a series of bold and profitable investments. Her portfolio included Spanish stock, Buenos Ayres bonds, and American railroads. Eliza had two types of sources for investment information. One was personal or political contacts. In 1833 she wrote to Joshua Bates: "one of the persons most likely to know says there will be no general war, but there may be a fight against the Spaniards. Sir Norbert Taylor is the person." In 1835 she cited Mrs. N. de Rothschild, who "told me the longer I kept the Spanish stock the better" (letter dated 18 March 1835). She also cites her mother: "Mamma . . . says they tell her whom she thinks well-informed that the Bank of New Jersey or York . . . will fall fifteen per cent by Christmas . . . but she has sold out all her own stock."⁴⁷ Her use of newspaper information resembled Keynes's view of investment as a beauty contest, in which items are appraised not for their fundamental value but in the context of how attractive others find them to be.⁴⁸ For example,

⁴⁵ *The Court Journal: Court Circular & Fashionable Gazette* 5 (23 March 1833): 186.

⁴⁶ *The Barings Archive, General House Correspondence, HC1.11*. For example, in a letter dated only 30 December, Eliza asks for a loan of £250 to buy shares, as her sister "does not like to sell her Spanish stock she has in my name, she feels confident it will rise."

⁴⁷ *The Barings Archive, General House Correspondence, HC1.11*, letter dated 9 August 1836.

⁴⁸ John Maynard Keynes, *A General Theory of Employment, Interest and Money* (1936; Chichester: Palgrave Macmillan, reprinted 2007), chap. 12.

in the first place, do not let the house sell the four thousand Chilian bonds . . . and, in the second, I entreat you to buy me ten thousand more because *The Standard* says “it goes without question there will be an early and equitable adjustment of the claims of the bond holders in this State” now it is possible this may not be true but the public will think so for a time at least, at any rate I can only lose a few hundreds and if it be true I shall make many thousands and a short time will decide it.⁴⁹

One of the stocks favored by Eliza Caton was Spanish Cortez bonds. These were highly speculative stocks, as Spain was in the middle of a seven-year war between the supporters of Don Carlos and Queen Cristina. In September 1835, when the financier Mendizabal was called from exile in England to run the finance ministry, hopes—and bond prices—were high. In 1836, when Mendizabal’s proposed new bond financing failed, Spanish bond prices plummeted to 80 percent below par. By 1837 Spanish bond prices had recovered some of their losses, and there was an end to “the most extraordinary series of price fluctuations that has ever occurred.”⁵⁰ Eliza wrote to Mr. Bates during the honeymoon period after Mendizabal’s return from exile: “I cannot help making one more attempt to soften your flinty heart and get you to buy me ten thousand Spanish Stock” (30 December 1835). Eliza also recommended these bonds to Emily.

Although Emily was legally separated from her husband by the 1830s, the law was not clear on ownership of investments, and any gains from investment could be used by George to reduce the maintenance payments, as he had already done with her Civil List pension. Lord Westmeath himself had pointed out her position: “a wife without a husband.”⁵¹ So Lady Westmeath was also wary of making her income public. Eliza Caton was the model of discretion:

Dear Mr Bates, Will you be so good as to see me and a lady who wishes you to make an investment for her at your banking house tomorrow between

⁴⁹ *The Barings Archive, General House Correspondence, HC1.11*, letter dated 1835 from the Clarendon Hotel. Eliza went on to say: “Where I say I, I mean me, and my partner, who thinks with me.” It is not clear whether she is investing with one of her sisters or is already discussing investment with her future husband, Baron Stafford, whom she married the following year.

⁵⁰ For more information on Spanish bonds and the Spanish civil war, see Raymond Carr, *Spain, 1808–1939* (Oxford: Clarendon Press, 1975); and Brison D. Gooch, “Belgium and the Prospective Sale of Cuba in 1837,” *Hispanic American Historical Review* 39.3 (August 1959): 413–27. The quotation is from J. Horsley Palmer, *Causes and Consequences of the Pressure on the Money Market* (London: 1837) cited in Carr, *Spain, 1808–1939*, fn171.

⁵¹ George Thomas John Nugent Westmeath, *A Sketch*.

the hours of two and three. This is the lady of whom I spoke to you last spring . . . to keep it all a profound secret.⁵²

All correspondence between Lady Westmeath and Mr. Bates was transmitted via Eliza Caton.⁵³ On 19 July 1835, Emily wrote to Mr. Bates to invest her arrears of alimony. “I expect the amount of £2,000 to be paid to me in the course of a week or ten days at furthest.” She asked for Portuguese sixes or fives to be bought immediately on credit: “I am very anxious to buy in before those funds get higher as the interest is a great object.” She calculated that if she bought the bonds at 92 per cent of the nominal value, she would get nearly 5½ percent, or £110 a year.⁵⁴

Emily wrote from Naples and Rome in 1836 on the subject of investment. She declared herself to be “delighted” with her investment in the United States Bank and glad that “I added the two thousand to the original investment.” It would appear that Mr. Bates had counseled against the Portuguese bonds in such large size. He certainly prevented her from converting her Spanish debentures into Spanish stock, which she confessed was “in a very sorry state.” Again, she was discreet, writing to Mr. Bates that “Of course [my Bankers] know nothing of the funds which will produce the £800. It is a profound secret.”⁵⁵

Emily continued to write to Mr. Bates until at least 1845, when she was happy with her portfolio, “delighted” that she had not sold her Portuguese stock when she took fright, and “in good spirits about my Spanish stock . . . it is not 40 and I intend to pursue it.”⁵⁶ It is worth remembering that the nominal value of bonds was £100, so that a price of £40 meant a sixty percent drop in value from issue. But £40 was twice the value of £20 at the peak of the crisis in 1836, equivalent to a one hundred percent gain. Women at this time were relatively rare as investors, representing from five to twenty percent of shareholders in companies.⁵⁷ Most women held low-risk government bonds; along these lines, Green and Owens have estimated that, in 1840, forty percent of holders of British government debt

⁵² *The Barings Archive, General House Correspondence, HC1.11*, undated letter.

⁵³ It is worth noting that, although divorced in the ecclesiastical courts, Emily continued to sign her name as Lady Westmeath in all correspondence with Joshua Bates and, indeed, in her 1857 pamphlet.

⁵⁴ *The Barings Archive, General House Correspondence, HC1.11*, letter dated 19 July 1835.

⁵⁵ *The Barings Archive, General House Correspondence, HC1.11*, letter dated 2 March 1836.

⁵⁶ *The Barings Archive, General House Correspondence, HC1.11*, letter dated 1845.

⁵⁷ Mark Freeman, Robin Pearson, and James Taylor, “Between Madam Bubble and Kitty Lorimer; Women Investors in British and Irish Stock Companies” in Laurence, Maltby, and Rutterford, *Women and Their Money*, 95–114.

were female.⁵⁸ However, neither Eliza nor Emily was afraid to speculate in what were volatile investments, Eliza for fun as she already had a low-risk investment portfolio invested on her behalf by her father, Emily in an attempt to boost her capital and her income and to earn returns that were potentially much higher than could be obtained on British government bonds. This investment strategy also gave Emily the opportunity to increase her wealth well beyond that offered by more conventional female trust portfolio strategies.

V. CONCLUSION

Lady Westmeath's entire adult life was affected by the lack of protection afforded to married, separated, and divorced women until the legislation of 1857, 1870, and 1882. She suffered from the fact that it was almost impossible for a married woman to separate from her husband, that full divorce was only available to women who could prove both adultery and either incest or bigamy, that it was impossible to obtain custody of children, and that it was difficult as a married woman to sue a man for failure to pay monies owed. Even when women separated, their legal position with respect to money was precarious. Rather than offering her financial security, marriage stripped this wealthy woman of a substantial fortune. Unmarried, she asserted, she would have been given her £15,000 dowry, and would have received an annuity from her aunt, £750 a year for the first three years after her father's death in 1824, and £600 a year thereafter, "according to the price stocks may have been when the money was invested."⁵⁹ This inheritance was in the form of a trust, however, over whose investment policy Emily had no control. And, as we have seen with the investments carried out via Joshua Bates, when she could Emily used her independent funds to her advantage.

Despite the fact that financial issues clouded Emily's personal life, she was able to use her connections to the Court and the government to obtain a Civil List pension and a court appointment. Unlike many women in her marital position, that is, she had systems of support that allowed her to act independently of her husband and parents. She was also able to increase her capital and supplement her other income through investments made with the help of her friend, Eliza Caton. Eliza had the security of a wealthy

⁵⁸ David R. Green and Alastair Owens, "Gentlewomanly Capitalism: Widows and Wealth Holding in England and Wales, c. 1800–1860," *Economic History Review* 56.3 (2003): 528.

⁵⁹ Emily Nugent Westmeath, *A Narrative*, 193.

family behind her; Emily was in a much more difficult financial position. But both were not afraid to buy stocks that today would terrify us with their volatility. We can only imagine what Emily's investment strategy would have been if she had been personally able to invest the £12,500 lump sum inherited from her aunt.

In 1857 Emily complained how “a *pauper* every wife is,” with unjust treatment not just for her but also for her creditors and defenders. Separated, despite substantial legal costs, she managed to put together a portfolio of incomes and was certainly not a pauper. Emily lived to see the passing of the Matrimonial Causes Act of 1857 but died before the passing of the 1870 and 1882 Married Women's Property Acts, which gave married women the same rights as single women to acquire and keep their own wealth separate from that of their husbands, and of which she would certainly have wholeheartedly approved. Emily's story of marriage and separation reminds us how difficult access to money was for married women before legislation gave them greater financial independence. But it also shows how a separated woman, in legal limbo between being married and divorced, could earn an income and, albeit discreetly, invest her portfolio with success.