

PARENTAGE OF MAJOR JOHN FENWICK,
FOUNDER OF SALEM, NEW JERSEY

BY EDWIN JAQUETT SELLERS
OF PHILADELPHIA.

(Continued from pp. 151-162.)

Sussex Archaeological Collections, Vol. XLII, p. 112:

Steyning Marriages, etc., during the Commonwealth, 1653 to 1658. Extracted from the Steyning Parish Registers. Entry of a marriage performed 29 May, 1654, by John Fenwick, Esq., one of the Justices of the Peace for the County of Sussex.

Synopsis of the Bill and Answer in the Chancery proceedings referred to in the indenture of 9 November, 1668 (*Pa. Mag.*, XLIX, p. 154):

Chancery Proceedings. Bridges. Bundle 37, No. 140.
(Public Record Office, London):

John Fenwick v. Francis Nevill, Edward Fenwick and William Fenwick.

The Bill in Equity, dated 8 May, 1661, of John Fenwick, of Bray, Co. Berks, stated that about 25 years since William Fenwick, of Stanton, Co. Northumberland, Esq., his late father, deceased, and Edward Fenwick, son and heir apparent of the said Wm. Fenwick, elder brother of plaintiff, and Francis Nevill, of Chevett, Co. York, were seised in fee of the Manor of Stanton, Co. Northumberland, and of several messuages, lands and tenements in Stanton in the parish of Horsley in said county, of the yearly value of £600; that by indenture of 2 (?) July, 12 Charles I (1636) the said William Fenwick and Edward Fenwick of the first part, and Francis Nevill of the second part, sold to John Heron, of Birkley, Co. Northumberland, and Edward Burdett, of Carron in said county, of the third part, and their heirs the manor house and manor of Stanton, and other named lands, tenements and buildings in Stanton, for the purposes declared, to wit, that the said Francis Nevill, his heirs and assigns should have *pretence* and receive out of the rent and profits thereof the yearly rent of £50, and if the same should be unpaid for 20 days the said Edward and

William Fenwick should pay weekly to the said Francis Nevill, his heirs, etc., £5 as long as said rent should be in arrears, with right of distraint in the said Nevill; that, nevertheless, the said Edward and William Fenwick on 9 July, 12 Charles I (1636) by indenture sold to William Rea, of Camma, Co. Northumberland, gentleman, and Robert Watson, gentleman, of said county, and their heirs the said rent charges of £50, and although it was stated in said indenture that the same was in consideration of £700 to be paid the said Francis Nevill by the said William Rea and Robert Watson, neither of them did pay said sum nor any part thereof, whereupon the said Francis Nevill came to an agreement with the said Edward and William Fenwick, 4 June, 1640, made between the said Francis Nevill, of the first part, the said William Fenwick and Edward Fenwick, William Rea and Robert Watson, of the second part, and Sir John Fenwick, of Wallington, Co. Northumberland, Knight and Baronet, and the plaintiff John Fenwick, second son of the said William Fenwick, gent., of the third part, wherein in consideration of £830 the said Francis Nevill assigned to Sir John Fenwick and the plaintiff John Fenwick all his interest in the Manor of Stanton, Provided always that if the said Sir John Fenwick and the plaintiff John Fenwick, William and Edward Fenwick failed to pay the sum of £830 to Francis Nevill or his heirs that the said sale should be void and that no yearly rent of £50 should be paid until the said Francis Nevill had received the £830. That the said Sir John Fenwick, Edward Fenwick and John Fenwick the plaintiff became bound to the said Francis Nevill in the sum of £1400 for the payment of the said £830.

That the said Edward Fenwick importuned the said Sir John Fenwick and John Fenwick the plaintiff to suffer him to enjoy the said premises, rents, issues and profits, promising to pay the said £830, whereupon the said Edward Fenwick was allowed to enter into said premises. That the said Sir John Fenwick, William Fenwick and Robert Watson being dead, the said Edward Fenwick, Francis Nevill and William Rea combined with William Fenwick, son and heir of the said Edward Fenwick, to defraud the plaintiff John Fenwick of the said annuity and arrears of the same, and that they refused to produce the said agreements, indentures, etc.

The Answer of Francis Nevill, dated 27 September, 1661, stated that it might be true that there were such conveyances as claimed in the Bill, and that a statute was executed to secure the payment of £50 per annum but that he believed that no use was made of said statute. That Edward Fenwick, named in the Bill, having married about 36 years since one of this defendant's sisters; that this defendant, finding the estate of the said Edward oppressed with debts, in brotherly

affection was willing to give same cost for the preservation of the same, but what was done he did not remember. That the said Edward Fenwick being oppressed by the dealings of his father William Fenwick, and the plaintiff, prevailed upon this defendant to preserve the Manor of Stanton, and sundry sums were disbursed for redemption of the said estate, of which there was still £500 unpaid to him, this defendant. That some estate was passed in trust to Sir John Fenwick, Bart., and the plaintiff John Fenwick, whereupon they became bound to pay several sums to this defendant, which they never did, but the said Edward Fenwick, after some great loss suffered by the said plaintiff by his undertaking to manage the estate, did re-enter the estate and undertake the payment of the said debts, whereof he has paid part and secured the rest.

(Chancery proceedings, Bridges, Bundle 39, No. 41, is a copy of the same suit.)

The Bill in the foregoing proceedings refers to indenture of 2 July, 12 Charles (1636). The 2nd is apparently an error, as an abstract of said deed is given on page 153 of this volume of the *Pa. Mag.* As the Bill states that the defendant refuses to produce the agreements, indentures, etc., the "2nd" was apparently, given upon memory, and the 8th would seem to have been correct.

The decree of sequestration obtained by John Fenwick is referred to in the deed of 1668 (page 154).

Col. Johnson in his *Memoir of John Fenwick*, p. 60, gives the date of arrival of John Fenwick and his children at Salem in the *Griffin*, Capt. Robert Griffith, as of 23rd June, 1675, which is error as to *June* and *Griffith* as the surname of the captain.

Dr. Carlos E. Godfrey, Director of the Public Record Office, Trenton, N. J., gives the following:

"During the winter I had occasion to employ Stevens & Brown of London to investigate the date of Fenwick's arrival at Salem. Under date of March 2, 1925, this firm writes, in part, the following:

"There are no shipping lists and few Custom House records extant for these early days, so that it is not possible to find from these the date on which the ship left London. The only thing is, to find from other records an approximate date, and though the Colonial Office papers

do not mention anything of the ship, the following items from the Treasury Books and Papers certainly indicate that she could not have sailed until about August:’

“May 28, 1675. Warrant from Treasurer Danby to Francis Hodges to seize and prosecute the ship *Griffin* of London, Robert Griffin master, with all her guns &c., which has lately landed in Ireland 20,000 wt. of Virginia tobacco contrary to the law and is now in the Thames. (Treas. Warrants not relating to money. VI. 50.)’

“July 9, 1675. Warrant from Treasurer Danby to the Customs Commissioners to discharge the seizure of the ship *Griffin* of London, Robert Griffin master, and to permit her to proceed on her voyage. (Treas. Out Letters, Customs, p. 7.)’”

The exact date of the ship’s sailing, after being discharged, has not been obtained. The date of arrival is being investigated.

The deed of 1668, previously mentioned, refers to John Fenwick’s second wife as “formerly called Dame Mary Rogers.” The following is a synopsis of her will:

The will of Dame Mary Rogers alias Fenwick, of London, widow, dated 19 September, 1699, bequeaths to her grandchildren and great-grandchildren, Sir John Ashfield, Bart., Charles Ashfield, Esq., his son, Sir Edmund Denton, Bart., Edmund Denton, gent., Alexander Denton, John Denton, Mrs. Elizabeth Chamberlain, Richard Chamberlain, her son, Mrs. Carew Denton, Mrs. Mary Howell, Mrs. Bridget Howell, Mrs. Elizabeth Ashfield, Mrs. Anne Ashfield and Mrs. Lucy Ashfield, widow, to each as should be living at testatrix’s decease the sum of £5. The residue of her personal estate was bequeathed to her granddaughter, Mrs. Mary Howell, late wife of Doctor William Howell, of London, deceased, whom she appointed sole executrix. Signed, Mary Rogers als. Fenwick. Witnesses, Anne Du Pratt, Mary Tyton, Martha Hind, James Tyton.

Proved at London 17 February, 1699/1700, by Mary Howell, widow and executrix. (P. C. C., 29 Noel.)

Burke’s *Landed Gentry* (1858), p. 1030:

Sir Richard Rogers, of Bristol, and Eastwood, Co. Gloucester, born 1594, sheriff of Gloucestershire 1623; died 1635, leaving issue, by Mary his wife, youngest daughter of Sir Henry Marten, Judge of the Prerogative Court, and sister of the celebrated republican and regicide, Col. Henry Marten, two daughters, viz.,

Mary, who inherited Eastwood, married Sir Richard Ashfield, Bart., Sheriff of Gloucestershire, 1668.

Elizabeth (born posthumous) married Edmund Denton, Esq., of Hillesden, Bucks.

It was at the house of Lady Rogers that Col. Fiennes had his headquarters, when holding Bristol for the Long Parliament.

The date of the marriage of John Fenwick to Lady Mary Rogers has not been obtained.

For account of Sir Richard Ashfield, Bart., see *Complete Baronetage*, Vol. II (1902), p. 1, and Burke's *Extinct Baronetcies*.

For pedigree of "Denton of Hillesden," see *History and Antiquities of the County of Buckingham*, by George Lipscomb, Vol. III, p. 17.

