



OLD SALEM OAK, IN FRIENDS' CEMETERY, SALEM, NEW JERSEY

Dimensions, Measurements certified by James S. Sparks, C. E., March 11, 1933, for Standard and Jerseyman, Salem, N. J.
Height—73 feet. Trunk—30 feet, 5 inches in circumference at largest part. Trunk—Five feet from ground, 19 feet. Covers about 10,156 square feet or .23 of an acre. Over 500 years old.

MAJOR JOHN FENWICK

COLONIZER AND FOUNDER

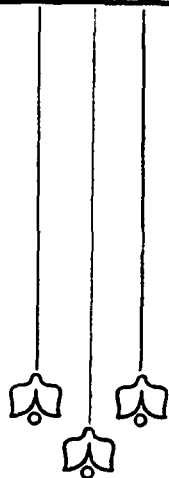
OF THE

FIRST PERMANENT ENGLISH SPEAKING

COLONY ON THE DELAWARE RIVER

SALEM COUNTY, NEW JERSEY

1 6 7 5



BY

FRANK H. STEWART

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Woodbury, New Jersey

1939

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MAJOR JOHN FENWICK

Colonizer and Founder of the First Permanent English Speaking Colony on the Delaware River, Salem County, N. J.

Introduction

Injustice and deceit mixed with brazen gall and dire threats were dolled out to John Fenwick from the time he purchased Lord Berkley's one half of New Jersey until he died.

Fenwick's two surveyors, Richard Noble and Richard Hancock, joined the coalition against him. The delays partly caused by Noble and Hancock created much of the dissatisfaction of Fenwick's planters. This is reflected in the abstracts from the letters of Robert Wade and Roger Pedrick published in "The Further Account of West New Jersey," 1676.

Richard Guy one of Fenwick's Council also turned against Fenwick, who had sold him the land where Fort Elfsborg the Swedish Fort had stood. It was named Guy's Point.

Fenwick was arrested, taken to New York and imprisoned and while thus powerless two of his sons-in-law added greatly to his misery of mind. Samuel Hedge was the only one of the three sons-in-law whom Fenwick trusted.

For two hundred and fifty years undisclosed records have been filed away in England that prove beyond a doubt that Fenwick's contentions in his "Remonstrance and Declaration;" his last will and testament and his other writings and accounts made in Salem were practically all true in every particular. He may have had an understanding with Carteret about his taking up his Tenth. Eldridge and Warner kept Fenwick's title papers in England and deceitfully tried to use them to destroy the good will and confidence of the prospective planters in Fenwick's Colony.

Eldridge came to America and added greatly to the discomfiture of Fenwick who sent six or eight men to apprehend him in May 1678, (page 200 Vol. I N. J. Archives). Fenwick "struck Eldridge a great blow upon his face" at their first meeting on the Delaware and refused to set out the land Eldridge had purchased of Fenwick in England.

Warner ranted away in England and the Quakers seem to have been deceived although it would be easy to pretend that they were wilful participants in one of the most outrageous schemes in the history of the colonization of America.

Relentless Fate Pursued Fenwick

One of the odd things about Fenwick was that the relentless fate that pursued him while living also followed after his body lay in an unmarked, unknown grave. What happened after his death regarding his estate undoubtedly will be brought to light by some student of his career. There was a lengthy foolish argument over the little unfinished monument which was finally dedicated to his memory. The brass band that blared on that hot Fourth of July 1924, made the writer think the music was intended more to celebrate the Declaration of Independence than as a requiem for John Fenwick. Let it be said gratefully that the late George B. Macalitioner left a bequest for the addition of a tablet to the monument—a part of the original design and for which money had been donated a second time.

The spirit of John Fenwick if it hovered over the ceremonies must have been humiliated then and there at what was said and done as well as what was not done.

The writer has no obsession that John Fenwick was anything more than a human being but he dislikes to think that Fenwick has not as yet been recognized nor famed as an important person in the colonization of New Jersey. "A cantankerous old man" or a "Cromwellian soldier and captain of a troop of horse at the decapitation of King Charles I" does not pay any tribute to Major John Fenwick who established the first permanent English speaking colony on the Delaware River, in 1675.

Until such time as the understanding between Berkley and Fenwick or either of them with Edward Billing becomes better known it probably will be wise to concede that the creditors

of Billing had a genuine grievance about what he owed to them. The tantalizing words "equitable interest" mean much but explain nothing.

The Dutch had retaken possession of the New Amsterdam territory July 30, 1673 but on February 9, 1673—74 made a treaty with England whereby New Jersey was again an English colony.

Doubtful Value of New Jersey

Lord Berkley probably when the negotiations with Fenwick first commenced figured that his undivided one half of New Jersey was of doubtful value because of the Dutch control. His deed to Fenwick was dated March 18, 1673-74. The confirmatory grant of Charles II to the Duke of York to reinstate the title was dated June 29, 1674, over three months after Fenwick's deed. The King reserved the right to impose customs and duties. The second warrant for the patent of the Duke of York to Carteret for his half was dated July 23, 1674. The lease and release were dated July 28 and 29, 1674. Previous to this on June 13, 1674, a letter was written confirming the titles to Carteret and Berkley. The U. S. Supreme Court case of New Jersey versus Delaware makes reference to the various grants, deeds, leases and releases.

At the time of Fenwick's purchase of Lord Berkley there must have been a great question as to whether Berkley's title was a sound one. February 9, 1674-75 Fenwick at the behest of William Penn and others conveyed nine tenths of his purchase from Berkley to Penn, Lawrie and Lucas as trustees for Billing. By this time it was apparent that one half of New Jersey had considerable value. On July 17, 1675 Fenwick signed his ill-fated mortgage to Eldridge and Warner. They June 14, 1676 made an agreement with Penn, Lawrie and Lucas so the quintipartite deed of Carteret, Penn, Lawrie, Lucas and Billing dividing New Jersey under date of July 1, 1676 could be executed. Fenwick was on the Delaware at this time and probably did not learn of the scheme until told of the letter signed by Penn, Lawrie, Lucas, Billing, Eldridge and Warner dated 26-6 mo. (August) 1676 announcing the deal with Carteret whereby New Jersey was divided into

two parts, New East and New West New Jersey, commonly referred to as the Jersies afterward. The letter stated "We have all that side on Delaware river from one end to the other." We wonder what Fenwick thought of this.

Fenwick paid Berkley 1000£ for his undivided one half of New Jersey which seemingly soon became a great bargain. Fenwick paid his own money according to his statements. He later deeded 9/10 of his purchase to the peace makers, as above stated, for nine hundred pounds, an exact proportionate cost. The mystery of the "equitable interest" of Billing which was first mentioned in this deed is too great for the writer to solve in the absence of material explanatory facts about it.

Compromise Unavailing

When Fenwick, "for my own outward peace", gave up to the clamorous demands of the antagonistic group one would think this would end the alliance against him but such was not the case because Fenwick's remaining one tenth was the target for his opponents up to the year of his death.

It is to be presumed that the 900£ was paid direct to Fenwick. He had sold 155,000 acres for about 775£. He left behind him 451£ due to him. Some of it may have been owing for his land sales in England. He owed Eldridge and Warner a part of the 110£ 15s specified in his mortgage to them, also 160£ 11s 5d to the list of various creditors named in the "schedula" of his mortgage. One may wonder today why Fenwick was so short of funds but his delayed expedition to the Delaware must have cost him a large sum of money for the three months delay.

The goods he gave to the Indians for their lands; the cost of transportation make up an unknown amount but from an accounting standpoint should not have been a poor business venture if Fenwick had been given a fair chance to sell more land and to collect what was due to him in England.

As stated above Fenwick struck Eldridge in the face and Warner landed in jail, in England. The letters of Mary Fenwick the second wife of John (published by Col. Johnson) are full of vital facts about the crooked

designs of Eldridge and Warner and good advice to Fenwick which he did not heed. In his will his spirit screamed aloud for calling them to account.

Penn's Confusing Motives

With the deed to William Penn for all of Fenwick's land except 150,000 acres and the death of Fenwick, who appointed Penn one of his executors, the fictitious claims of Eldridge and Warner seem to have ended and melted away into oblivion. The writer knows of nothing to prove that Penn or any other person ever paid them anything or that they ever made any restitution to Fenwick's estate. After Fenwick died everything he had seems to have disappeared within a short time.

Opulent William Penn's purchase of Fenwick, March 23, 1682-3, was without a doubt for business gain. He was sometimes mentioned in the high sounding words that Fenwick used "Chief Proprietor of Fenwick's Colony".

Why William Penn, after he had induced Fenwick to transfer 9/10 of his purchase, was a party to making believe that the rest of Fenwick's purchase or 1/10 of West New Jersey could not be sold in parcels without the permission of Eldridge and Warner who had refused to accept full payment in settlement of their claim is not plain to the writer. The problem became more confused when Penn himself stepped in and bought a great tract of land of Fenwick.

Penn's wily agent James Nevill who was also one of the local group appointed by Governor Andross to harass Fenwick proved himself to be an antagonist of Fenwick. Nevill as the representative of Andross and Penn left nothing undone he could suggest to the disadvantage of Fenwick. The gunning season for poor old Fenwick was never closed. He named his town New Salem meaning New Peace but it was derisively nicknamed Swamptown. Jerusalem synonymous with Shalom or Peace was derided by Andross.

If it were not for the fact that Fenwick's last will and testament has never been printed in full also that the Fenwick mortgage to Eldridge and Warner has been mentioned only

in part by prior writers the present one's curiosity about Fenwick would not have been aroused.

Fenwick's Career Not Fully Known

It is unfortunate that the career of John Fenwick still remains unknown to a large extent. The writer trusts that his efforts will not have been in vain and that others who like the writer owe Fenwick a debt of gratitude for their birthrights as natives or as descendants of forebears who lived in the domain of Fenwick will "carry on."

When John Fenwick was born; when he left England; when he arrived at Salem; when he died and where he was buried have been historical problems since the days of Col. R. G. Johnson, Thomas Shourds, John Clement and many others. It may be well also to state that his parentage was a problem until solved by Edwin J. Sellers. The writer was born in Mannington township, Salem county, on "Fenwick river" about a mile below Sharptown and spent the first seventeen years of his life in Fenwick's Colony. The happy hours of his boyhood days, working, fishing, gunning, skating, sledding, and canoeing, up and down Salem creek in Mannington and Pilesgrove townships, gathering fox and chicken grapes, chestnuts, black walnuts, artichokes, etc., made lasting impressions.

Bibliography

This appreciation of John Fenwick was commenced by the writer more than seven years ago but a multiplicity of historical research along other lines has delayed its publication until the present time. About the time of its completion his friend Joseph S. Sickler, of Salem, brought out his admirable History of Salem. In this work there is a great deal about Fenwick and his troubles.

Smith's History of New Jersey, Johnson's History of the First Settlement of Salem, John Clement's Sketch of the Life and Character of John Fenwick, the publications and records of the New Jersey Historical Society, likewise those of the Historical Society of Pennsylvania, Volume XII and others of the Documents relating to the Colonial History of New York, the Records of the Court at New Castle,

beginning October 10, 1676, published by the Colonial Society of Pennsylvania. Library of Congress records, The case of the State of New Jersey, versus the State of Delaware, October, 1930 term of the Supreme Court of the United States, Stewart's Indians of Southern New Jersey, Leaming and Spicer, the writings of Dr. Amandus Johnson, the Year Books of the First National Bank of Woodstown, Shourd's History of Fenwick Colony, Fenwick Colony records in the Department of State at Trenton, the Chancery Court records in England, the Quaker Meeting records of Salem, N. J., the Pennsylvania Archives and those of New Jersey, Tanner, Mulford and a number of others have all been consulted.

The writer is also indebted to Dr. C. E. Godfrey, Director of Public Records department at Trenton, James F. Sherron, James C. Sparks, Dr. Albert Cook Myers, Miss M. Atherton Leach and others to whom credit has been given.

"Equitable Interest" Problem

The writer cannot find anything in the deed of Lord Berkley to John Fenwick dated March 18, 1673-4 about any interest of Edward Bylling. This appears "The said John Lord Berkley now is and standeth lawfully and absolutely seized of, and in the said Moyetie or half part of the said tract of land and premises of a good absolute and indefeizable estate of inheritance, feeism", etc.

Whatever was back of Edward Billing claiming an "equitable interest" in the land granted by Lord Berkley to Fenwick a statement made in the tripartite indenture of February 10, 1674-5 must be left to conjecture. By the papers alone it looks as if Berkley were at fault rather than Fenwick. It does not appear plausible that Fenwick was a party to cheating Billing who owed considerable money and maybe had an unrecorded and possibly an uncertain secret interest in Berkley's half of New Jersey. Why Bylling was catapulted into the controversy to the discredit of Fenwick only is an unsolved mystery in the face of John Fenwick's actions and words. Nearly every authority of the past has taken it for granted that the "equitable interest" of Bylling was

mentioned in the deed of Berkley to Fenwick. It has been very confusing to the writer, and he even yet is slightly fearful that prior historians may have been correct in their assertions. However it may have been, Fenwick always suffered and not Billing, his creditors or Lord Berkley.

Fenwick Eulogized the Indians

Fenwick said this about the Indians in his famous "Remonstrance and Declaration." The same is become a scorn and hissing to the common people nay even to the natives who are more righteous in their dealings and love to one another than those who know and profeseth the truth."

The schemers against Fenwick were always harping about the interest of Eldridge and Warner. The evidence seems to show malicious intent to make it appear that Fenwick had no equity because of his mortgage to them.

Fenwick Harassed

It appears that if John Fenwick would not agree to the ultimatum and threats that he had no rights. Penn, Lawrie and Lucas unequivocally said Fenwick had conveyed his one tenth of West New Jersey to John Edridge and Edmond Warner, their heirs and assigns in their sanctimonious epistle addressed to "Dear friends and brethren" which was printed on pages 88 and 89 of Smith's History. Smith is the standard authority on the Burlington settlement in 1677. Richard Noble who had served for a brief time as Fenwick's surveyor allied himself with the Commissioners sent over by Fenwick's competitors and detractors who located themselves at Burlington. The reader may form his own opinion of Richard Guy a member of Fenwick's Council.

Fenwick Not Favored by the Stuarts or Governor Andross

It is a question whether John Fenwick's having been a soldier under Cromwell had anything to do with his unusual treatment by Governor Andross and by the Duke of York. It may have been one of his main sources of trouble. The Stuart line of Kings could hardly be suspected of granting favors to a military officer who had been present at the decapitation of

King Charles I. After the restoration of the monarchy many of his judges, commonly called regicides, were executed without mercy if captured. Two or three are supposed to have escaped to New England where they lived in hiding until they died. Fenwick's antagonists as a rule were those who had befriended the Stuart kings. This cannot be claimed for Fenwick who probably took advantage of the amnesty granted by King Charles II.

Governor Andross was appointed Governor by the Duke of York, July 1, 1674. How he could pretend to be Governor of New Jersey is hard to understand. New York, Pennsylvania and Delaware had not yet been sold as New Jersey had been.

Fenwick Arrested

Fenwick was arrested the first time on December 8, 1676 and taken to New York where he was detained until August 1677. He was paroled until October 6, 1677. He was again arrested, taken to New Castle, and sent to New York on July 14, 1678. According to Fenwick he was under arrest for two years and three months altogether.

The account of the arrest and imprisonment of John Fenwick by order of Governor Andross with headquarters at New York has been printed and reprinted so many times it is not thought necessary to add it to these contributions.

The writer is interested in proving that Fenwick actually owned his colony and that Eldridge and Warner took a mean advantage of him and that the rest of the hungry real estate crowd abetted them in the attempts to ruin Fenwick.

John Clements' "A Sketch of the Life & Character of John Fenwick" (1875) should be consulted for information about Fenwick's imprisonment. This ninety five page book is a most interesting publication. It contains a few errors.

Andross Established a Court in Fenwick's Colony

Andross appointed William Penton, Richard Guy, James Nevell, Edward Bradway, William Malster and Edward Wade, October 26, 1678 to be overseers, select men or commissioners on the west side of New Jersey at

Salem and parts adjacent for one year. Fopp Outhout a justice at New Castle who lived at Salem was to be one of the judges and any four of them to constitute a court quarterly or oftener if occasion required. The commissioners were reappointed October 26, 1679. It will be seen by the above that the tyrant Sir Edmond Andross stretched his authority to cover Fenwick's Colony as he did over the rest of New Jersey.

Fenwick Believed Education Desirable

May 15, 1662 Fenwick's daughters, Ann and Priscilla were placed in a school. In his will he was careful to stipulate that several of his grand children should be educated.

Fenwick Adams must have been a precocious youngster because almost as soon as he arrived in America he acted as recorder for Fenwick.

Passengers on the Griffin

Robert Griffin, Master

John Fenwick

John Adams and wife, Elizabeth, daughter of John Fenwick, and their three children, Elizabeth aged 11, Fenwick aged 9 and Mary aged 3 years.

Edward Champneys and wife, Priscilla, daughter of John Fenwick, and their two children, John and Mary.

Anna Fenwick daughter of John Fenwick.

Robert Turner

Gervas Bywater

William Wilkinson

Joseph North

Michael Eaton

Eleanor Geere

Sarah Hutchings

Ruth Geere

Zackaria Geere

Ann Parsons

Mark Reeve

Edward Webb

Elizabeth Waites

John Smith and wife Martha (Craft) and their children, Daniel, Samuel, David and Sarah. Their son Jonathan born December 27, 1675, was the first birth after the arrival of Fenwick's colonists.

John Test

John Cann

Vicessimus Nettleship

Job Nettleship

John Harding

William Malster

Samuel Land (or Lynd)
 Peter Huff
 Richard Hancock
 William Hancock and wife
 Joanne Grigson
 Roger Huckings and wife Esther
 and the mother of Mrs. Huckings.
 Richard Guy and wife
 Richard Noble
 Richard Whitacre
 Samuel Hedge
 Robert Zane
 Roger Pedrick
 John Nichols
 John Spooner and wife
 John Lynd
 Elizabeth Pledger, wife of John and
 their son, Joseph, born 4, 6 mo., 1672.
 Isaac Smart
 Edward Wade and wife, Prudence
 Samuel Wade
 Robert Wade
 Nathaniel Champneys, Sr.
 Nathaniel Champneys, Jr.
 Joseph Ware
 John Burton
 Francis Smithey
 Samuel Nickolson and wife, Ann
 and their children, Rachel, Elizabeth
 Samuel, Joseph and Abel, born be-
 tween 1659 and 1672.

Mary White

One old woman and one young
 woman, names unknown.

Two brothers who died on the voy-
 age.

Esther Huckens in a letter dated
 April 4, 1676 wrote "we were near
 two hundred people on board the ship
 we came in." William Malster testified
 that about one hundred and fifty per-
 sons went with Fenwick "into New
 Jersey in America."

Roger Pedrick in a letter to his
 wife, Rebecca, June 14, 1676, among
 other statements said he was with
 Robert Wade and that "John Fen-
 wick would not set us out our land
 except those that were concerned
 would set their hands to such papers
 as he drew up, which would have
 been to ensnare us and that all that
 come after us. I do not write this to
 discourage any." Pedrick had pur-
 chased one thousand acres of John
 Edridge, June 7, 1675, in England, a
 part of the ten thousand acres bought
 of Fenwick one month and four days
 prior thereto. Here we have another
 instance of Edridge the nemesis of
 Fenwick.

Three Brothers

Samuel, Robert and Edward Wade
 were brothers. Samuel and Edward
 were members of the West New Jer-
 sey legislature. Robert Wade and his
 wife Lydia entertained William Penn
 when he arrived at Upland on the
 Delaware river in 1682.

The Griffin Did Not Sail to An Unknown Region

The good ship Griffin whose tackle
 creaked when she left the dock at
 London on the historic Thames was
 named for her Captain who undoubt-
 edly owned her in part. Stern Fenwick
 got his last view and thrill of his na-
 tive countryside from her deck when
 the relatives waved a tearful fare-
 well to the strong hearted adventurers
 who noiselessly floated with the cur-
 rent away from the port of London.
 No artist or writer ever painted the
 picture or wrote the story of the de-
 parture of Fenwick and his courage-
 ous, motley, fellow voyagers for the
 far distant Delaware.

It is natural to think that little
 was known about the vicinity of Var-
 kens kill but this was not so. The
 Dutch and Swedes and the English
 settlers located in the neighborhood
 of Fort Elfsborg had been there for
 a full generation before Fenwick
 landed in Salem County.

The names of the English men who
 were there in 1645 in Governor John
 Printz' time were William Braunwell,
 Elias Baily, Robert Coxwell, John Erie,
 Thomas Marod, John Wallin and a
 man named Spinning and others not
 known. These names were taken from
 the writings of the great historian Dr.
 Amandus Johnson who recently added
 to his works the Journal and Biogra-
 phy of Dr. Nicholas Collin, printed
 for the New Jersey Society of Penn-
 sylvania by Sinnickson Chew & Sons
 Co., Camden, N. J. This book is rich
 in its references to the Swedes of
 Swedesboro and Penn's Neck the par-
 ishes Dr. Collin served from 1770 to
 1786. It has much in it about the Rev-
 olution and family pedigrees.

The wills of the two brothers who
 died on the Griffin if they made them
 may be found on record in Virginia or
 Maryland.

In the report of William Sherwood
 (p. 169 Vol. 1 Va Hist Magazine)
 dated June 1, 1676 about Bacon's Re-

bellion sent to Secretary Williamson it was stated that Capt. Griffin master of the Shipp Griffin would give an ample report of the present condition of affairs. This is interesting because it indicates the Griffin sailed from the Delaware river to Virginia after the landing of Fenwick and his colonists or had made another voyage between November 1675 and June 1676.

Griffin Made a Single Voyage

Nothing has been found to support Col. Johnson's statement that the Griffin first arrived at Salem on June 23, 1675 and that the ship returned to England and arrived at Salem the second time in November 1675. The Griffin was in England in June 1675 and on the Delaware in November 1675. Other writers have made the same mistake because they were misled by Col. R. G. Johnson. The present writer has found nothing about a second voyage.

Something About the Griffin

According to a letter from Stevens and Brown of London, dated March 2, 1925, to Dr. C. E. Godfrey, Director of the Department of Public Records, Trenton, N. J., we learn that on May 26, 1675, a warrant was issued by Treasurer Danby to seize and prosecute the ship Griffin, of London, Robert Griffin, Master, with all her guns, etc., which had "lately arrived in Ireland with 20,000 wt. of Virginia tobacco contrary to law and is now in the Thames."

On July 9, 1675, there was a "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." Among the records of customs paid (1675) there are "four entries for woolen goods and kersies shipped on the Griffin, Robert Griffin, Master, for New Jersie" on the VIII, XIIJ, XIIIJ and XX of July." This shows that Fenwick's ship the Griffin, (not the Griffith as some have it and its captain) could not have sailed before July 20, 1675. It, however, is positive that she sailed immediately after that date.

Fenwick's Last Transactions in England

Fenwick's famous mortgage to Edmund Warner and John Eldridge,

which caused so much worry to Fenwick, was dated July 17, 1675. This document was not recorded here and, so far as the writer knows, has never been printed in America despite its importance to all of those interested in John Fenwick. A copy of it was secured by the writer from B. F. Stevens and Brown, of London, under date of October 28, 1932. It is a twenty page manuscript document and will be printed later in the Standard and Jerseyman together with other informative documents. The last document made in England known to the writer in which Fenwick's name was mentioned was an indenture signed by Edridge and Warner, dated July 19, 1675. Fenwick probably brought it to America without his signature.

The last deed made by Fenwick while in England, according to Vol. XXI, New Jersey Archives, was dated July 12, 1675.

Fenwick's First Indian Deed

The first purchase of land, of the Indians, by Fenwick, was dated, Ninth month (November) 17, 1675 and not otherwise as has been sometimes stated. See "Indians of Southern New Jersey." It must be remembered that when numbered months were used as dates that March was the first month and that New Year's day was March 25th. This accounts for double dating in some ancient documents before 1752, when England changed its calendar.

Salem Quaker Records

The Quaker meeting records of Salem state that Fenwick arrived at Salem, November 23, 1675. Some have stated September 23d which is a clear mistake of figuring 9th month as September in accordance with present day chronology. (See 1918 year book of the First National Bank of Woodstown).

First Inn

Fopp Outhout had the first dwelling-tavern and several early settlers mostly Swedish and Dutch lived in what is now Salem county when Fenwick arrived. There may also have been some huts of the New Haven colony people who took oaths of allegiance to the Swedes under Governor Printz. There is also some evidence that some of Lord Ployden's people had been located on Salem creek.

Furs and Tobacco

The writer strongly believes that the Salem creek region during the regime of New Sweden furnished a great quantity of beaver, otter, muskrat, deer and panther skins. It also furnished tobacco to a considerable extent. Before Fenwick there was a great deal of trading between Virginia, New York and New England and the Delaware River.

Fenwick's Advance Colonists

John Pledger and Hippolite Lafever appear in the Salem Quaker records as having arrived here in March, 1675. They bought land of the Indians for themselves on March 27, 1675. The Historical Society of Pennsylvania has the original receipt signed by the Indians, Nicomus, Meopeny, Sacetores and Alloways. It is quite probable that these two men had also represented Fenwick before his arrival. Pledger's wife and son came with Fenwick on the Griffin. See "Indians of Southern New Jersey." Also pages 556 and 557, Vol. XXI, New Jersey Archives.

Fenwick's Will and Inventory

Fenwick made his will August 7, 1683. The original will is in possession of the New Jersey Historical Society who received it from Col. R. G. Johnson. He is to be credited with giving credence to the supposed yarn about Elizabeth Adams, Jr., the granddaughter of John Fenwick.

An inventory of the personal estate of Fenwick was made on December 17, 1683. The original is in the Salem County Historical Society. A first class copy of it together with some extracts from Fenwick's will which was proved in Salem Court, April 16, 1684 and recorded May 5, 1684, were printed in the 1908 year book of the above mentioned bank of which William Z. Flitcraft was the editor. Fenwick probably died during the first half of December, 1683.

Fenwick's Signature

Because Fenwick used a paraph or flourish after the k some have claimed his name was Fenwicke which is not true. All kinds of mistakes have been made by transcribers of ancient records because of lack of experience. It takes a long time to become acquaint-

ed with ancient handwriting written before the year 1700.

The Voyage to America

In the opinion of the writer the Ship Griffin left England the last week in July 1675 and arrived at the Delaware River after November 10th and sailed away to Virginia the last week in November, 1675. At that time it generally required sixty to ninety days to reach the Delaware river from England. The Griffin may have gone to Virginia, thence to New York, New England or the West Indies for a return cargo. It will be noticed that she had previously carried a cargo of ten tons of Virginia tobacco to Ireland and paid export customs on the Fenwick voyage.

Hazardous Voyage of the Griffin

The voyage of Fenwick and his colonists was a lengthy and stormy one, possibly more than three months. "We have been exposed to great hazards, straits, dangers and cruelties whilst at sea". This statement was signed by Fenwick and ten of his planters. June 25, 1676 wherein they all blamed Eldridge and Warner for their trickery. (See Johnson pages 16-19) The above smacks of the Griffin being chased off her course by buccaneers. Martha Smith in her first letter to her sister recommended choice of an honest shipmaster.

Scanty Accommodations

The writer thinks the passengers on the Griffin to a small extent lived on her while she was in the Delaware River. Others without question landed at New Castle. Pledger and Lafever must have had cabins built for their own use before the Griffin arrived. As a matter of fact they might have had log huts built for others. It would be preposterous to argue that all of Fenwick's colonists could have found accommodations at Salem when they first landed.

A large number, probably one half of the Griffin passengers did not settle in Fenwick's Colony for various reasons. Some of them became noted personages in the later settlements on both sides of the Delaware.

The First Letter of a Fenwick Colonist
For My Dear Bro. Richard Craven
in Lime-House.

"Dear Bro. and Sister,

I and my husband do dearly salute you, hoping in the Lord you are all in good health, as we are all at this time, praises do I return unto the Lord for the largeness of his love unto me, the which I have great cause never to forget.

"I having this opportunity, took it, to let you hear from us: And dear Sister, it would be the joy of my heart to see thee, and thy husband, and children here; and dear sister, I have more comfort in one day here, then I had in many dayes in England, which is great joy to my soul, and do desire if the Lord be plea'sd we may end our days together; and you may believe me, it is a brave Country, and we have Cows, Swine, and Hens, and are like to have Sheep shortly; and we are going to set up a good House, for we have not a very good one at present, and we would take up some Land for you if we were sure you would come. & if the Country be unto you as it is unto us, if you lived better then you do, you would not repent your coming hither; but be sure you come with an honest Shipmaster, and bring some comfortable things in the Ship with you to take by the way; but I have found no want since I came out of the Ship: And so my dear Sister and Brother, I long to see your faces if you be free to come."

Thy Dear Sister
Martha S."

"New Jersey the 22. of
9th. Month, 1675"

The above letter was printed in "A Further Account of New Jersey" 1676. The writer was Martha Smith, wife of John Smith, of Smithfield. It was written five days after the date of Fenwick's first Indian deed and one day before the supposed arrival of Fenwick at Salem and was probably sent by the Griffin when it left the Delaware River on its homeward voyage. The date of this letter and that of the first Indian deed tend to prove that the Quaker meeting date does not mean the arrival of the ship Griffin.

Robert Wade's Letter

Robert Wade who settled at Upland (Chester) on the west side of the Del-

aware in a letter to his wife wrote "had John Fenwick done wisely we had not been disperst but I hope it may all work for the best." Fenwick had left his deed from Lord Berkley with Eldridge and Warner. Richard Noble, Fenwick's surveyor, did not take his oath of office until July 5, 1676. Fenwick was tardy in laying out the lands he had sold and was anxious about the prior settlers in his Colony. His proclamations about his intentions did not receive a hearty response from his colonists. His pet idea about being Lord Proprietor and his rights of Government are to day blamed for the most of his errors of judgment. His wife's letters published by Col. R. G. Johnson warned him of the mischief they created.

Unknown Passengers on the Griffin

In addition to the men mentioned in the list of passengers on the Griffin were some of their wives, children and servants not found by the writer. The Quaker meeting records of Salem made note of the members only, who stayed there.

Samuel Wade was an ancestor of the lately deceased wife of the writer. This is one more reason for these contributions. During the beginning of her last illness she asked what he was working on. On being told John Fenwick, she said, "thank goodness for John Fenwick."

Troubles of Fenwick with Guy, Noble and Hancock

Richard Guy and Richard Noble were to have the care of three keys for Fenwick's registry in his colony. Edridge and Warner were to have a book in England. Noble took his oath as surveyor July 5, 1676 and Guy took his oath as a member of the Governor's council, June 21, 1676, the same day that Fenwick took his oath as Governor. Noble was ousted as surveyor by Fenwick, August 23, 1676, who appointed Richard Hancock in his place. He likewise was soon displaced by Richard Tindall.

For some unknown reason Fenwick's records, beyond his Indian deeds did not commence until he took his oath of office. The reason why he did not transact any business for over six months after his arrival is unknown.

Indian Land Deeds

Fenwick made an agreement while in England to purchase a certain quantity of lands from the Indians. The last one was dated March 14, 1676-7. His five Indian deeds were printed in "Indians of Southern New Jersey." Some of the witnesses came with Fenwick in the Griffin.

Pre-Fenwick Dutch, Swedes and Finns

The Indian deeds to individuals such as Fopp Jansen Outhout, Isaac Tinna, Michael Lacroy, Lucas Peterson, Edmund Cantwell, John Dehaes, John and Peter Hendrickson and others before the arrival of Fenwick bothered the latter who June 8, 1682 summoned them to appear at New Salem and enter their claims for settlement on June 26th following. According to Col. Johnson this and the appointment of Erick Yearnens as bailiff on the same day were the last known official acts of Fenwick.

Squatters Not Recognized

James Duke of York, wrote to Col. Lovelace that in 1664 he had deeded to John Lord Berkely and Sir George Carterett, Knight & Baronet the territory now New Jersey. He mentioned his letters of November 28, 1664 to Col. Nicholas then Governor of his territories in America which stated contentious persons claimed land granted by Nicholas or so pretended, such as John Baker of Dec. 1664 and William Goulding April 8th, 1665. These grants were to be considered void.

This means that persons who did not buy land were not considered as owners even though they did buy of the Indians under permission of the Governors representing the Duke of York.

The Mortgage of Fenwick to Eldridge and Warner

"This Indenture made this seaventeenth day of July in the seaven and twentieth yeare of the Raigne of our Sovereigne lord Charles the second by the grace of God King of England Scotland France & Ireland defender of the Faith &c Annoqz Dm 1675. Betweene John Fenwick late of Bynfield in the County of Berks, Esq. of the one part and John Edridg of Shadwell, in the County of Middx, Tanner & Edmund Warner Cittizen & Poulterer of London of the other part.

Whereas our said Sovereigne lord the Kings Matie in & by his letters patent under the great seale of England, bearing date the twelfth day of March, in the sixteenth yeare of his said matie raigne, for the considerations therein mentioned did give and grant unto his dearest brother James Duke of Yorke his heires & assignes, All that part of the mayne land of New England begining at a certaine place called or knowne by the name of St. Crow, next adjoyning to new Scotland in America, and from thence extending along the Sea Coast, to a certaine place called Pemaquind or Pemaquid, and soe upp the River to the farthest head of the same, as it endeth Northwards, extending from thence to the River of Kimbequin & soe upwardes to the River Cannada Northwardes and alsoe all that Island or Islands, comonly called by the severall name or names of mattawacks or Long Island, scituate & being toward the West of Cape Codd and the Narro higansettes, abutting upon the mayne land, between the two Rivers, there comonly called or knowne by the severall names of Connttecute & Hudsons River, together alsoe with the said River called Hudsons River and and all the land from the West side of Connettecute River to the East side of Delaware Bay and alsoe all those severall Islands called or knowne by the names of Martins Vineyard or Nantuks otherwise Nantukett together with all the landes, Islands, Soyles, Rivers, Harbours, mines, mineralls, quaryes, woodes, marshes, waters, lakes, fishinges, hawkingss, huntinges & fowlinges and all other Royalties profitts, comodityes, and hereditaments, To the said severall Islands lands and premisses belonging and apperteyning, with their and every of their appurtenances and all his said majesties Estate, right, title & Interest, benefitt, advantage, clayme & demand of in or to the said lands & premisses or any part thereof and the reversion & reversions, Remainder & remainders together with all the yearly and other Rentes, Revenues and profitss of all and singular the said premisses and every part and parcell thereof.

TO HAVE AND TO HOLD unto his said majesties dearest brother the said James Duke of Yorke, his heires and

assignes for ever. To beholden of the kings majestie his heires and successors as of his majesties Mannor of East Greenwich, in his majesties County of Kent, in free and common soccage and not in Capite of by knightes service under the yearly rent, of Fourty Beavour Skins, to be paid unto his majestie his heires & successors, when they shall be demanded or within nynety dayes after, As by the said letters patent relation being thereunto had it may appeare In and by Which said letters patent his said majestie did likewise give & grant unto his said dearest brother, the said James Duke of Yorke, his heires, deputyes, Agentes, Commissioners & assignes full & absolute power & authority, for the correcting, punishing, pardoning, governing & ruleing such of the Subjects of his said Majesty and of his heires and successors as should at any tyme adventure themselves into any of the said partes or places inhabite there, according to such lawes, orders, ordinances, directions & Instructions as by his said majesties dearest brother, or his assignes shall be established and in defect thereof in case of necessity according to the good discretions, of his deputyes, commissioners, officers or assignes respectively as well in all causes & matters Capitall & Criminall as Civill both marine & others in such manner & under such restrictions as is therein specified and to soe exercise & execute all and every other the powers and authortyes therein mentioned as by the same letters patent & by the severall powers & authorityes thereby given & granted & therein specified it doth and may appeare.

And Whereas in and by two severall Indentures the one being an Indenture of bargaine and sale for the terme of a whole yeare and bearing date the three and twentieth day of June Anno Dm 1664 and the other being an Indenture of Grant Release on confirmation bearing date the four & twentieth day of the same moneth of June Anno Dm 1664 and both of them made between his majesties said dearest brother, the said James Duke of York, by the name of his Royall highnesse James Duke of Yorke & Albany, Earle of Ulster, lord high Admirall of England & Ireland, Con-

stable of Dover Castle, Lord Warden of the Cinque Ports and Governor of Portsmouth of the one part and John Lord Berkly, Barron of Stratton, and one of his majesties most honorable privy councell & Sir George Carterett of Saltrum, in the County of Devon, knight & Barronet & one of his majesties most honorable privy Councell, of the other part, and by other good and sufficient conveyances & assurances in the law duely executed, reciteing the said letters patent herein before recited and the severall & respective premisses thereby granted his Royall highnesse James Duke of Yorke, for the Considerations therein mentioned, did grant convey & assure unto the said John Lord Berkly & Sir George Carterett, their heiress & assignes for ever, all that Tract of land adjacent to New England and lying & being to the westward of Long Island & Manhata Island, part of the said mayne land of New England, begining att St. Crow mentioned to be granted to his said Royall highnesse by the said therein & herein before recited letters patent, bounded on the East part by the mayne Sea & part by Hudsons River, and hath upon the West Dellaware Bay or River and extendeth Southward to the mayne Ocean as far as Cape May att the mouth of Dellaware Bay & to the Northward as far as the northermost Branch of the said River or Bay of Dellaware which is in fourty one degrees & fourty minutes of latitude & crosseth over thence in a strait line to Hudsons River in Forty one degrees of Latitude which said Tract of land was thenafter to be called by the name or names of New Cesaria or New Jersey, and alsoe all Rivers, Mineralls, Woodss, Fishinges, hawkinges, huntines & fowlinges and all other royalties, profittes, comodities and hereditaments whatsoever, to the said landes & premisses belonging or in any wise apperteyning, with their and every of their appurtenances, in as full and ample manner as the (sic) was or were granted to his said Royall highnesse, the said Duke of Yorke, in and by the said therein and herein before recited letters patent and all the estate, right, title, interest, benefitt & advantage clayme & demand of the said James Duke of Yorke, of in or to the said landes and

premisses or any part or parcell thereof, and the Reversion & reversions remainder & remainders thereof.

TO HAVE AND TO HOLD unto the said John Lord Berkly, and Sir George Carterett, their heires and assignes for ever, under the yearly Rent or sume of twenty nobles, payable unto his said Royall highnesse, the said James Duke of Yorke in manner as the same is therein reserved to be paid, As in and by the said last recited Indentures & conveyances Relation being thereto had, it may appeare and whereas in and by one Certaine Indenture of bargaine and sale dated the Eighteenth day of March Annoqz Dm 1673, in the Six and twentieth yeare of his said now majesties Raigne, made betweene the said John Lord Berkly, of the one part, and the said John Fenwick, of the other part, and duely Inrolled in his majesties high Court of Chancery in England, Reciteing the said herein before recited letters patent, Indentures & Conveyances the said John Lord Berkly for an in Consideration of the Sume of One Thousand pounds therein mentioned to have been paid unto him by the said John Fenwick and for other the considerations therein mentioned did grant, bargaine, sell and convey unto the said John Fenwick his heires and assignes All that the moyety or half part of him the said lord Berkley of and in the said Tract of land and premisses, soe to be or then called by the names of New Cesaria or New Jersey, and alsoe all that is moyety or halfe part of all Rivers, Rivelettes, mynes, mineralls, quarrys, woods, fishinges, hawkinges, huntinges, fowl-ingss, and all other Royalties, profittes, force, franchyses, liberties, governments, powers, priviledges, commodities, hereditaments, Immunities, whatsoever to the said landes & premisses belonging with their and every of their appurtinances in as full ample & beneficiall manner to all intents & purposes as the same were granted to the said John lord Berkley and the said Sir George Carterett their heires & assignes by his said Royall highnesse, the said James Duke of Yorke, and all the estate, right, title, interest, benefit, property, clayme, & demand whatsoever of him the said John lord Berkley of in or to the said moyety or halfe part of the said lands

& premisses or any part or parcell thereof by force, vertue or meanes of the said therein and herein before recited letters Patent and Conveyances or either or any of them or otherwise howsoever And the reversion and reversions remainder & remainders of the same.

TO HAVE AND TO HOLD unto the said John Fenwick his heires and assignes for ever To the onely use and behoofe of the said John Fenwick his heires and assignes for ever As by the said last recited Indenture of bargaine and sale relation being there unto had it may appeare by force whereof the said John Fenwick became seized of one undevied moyety of the said premisses soe granted by his said Royall highnesse as aforesaid unto the said John lord Berkley & Sir George Carterett.

AND WHEREAS Edward Billing of Westminster in the County of Middlesex had an Equitable interest of in and to and out of the said premisses and the estate soe granted and conveyed by the said John Lord Berkley unto the said John Fenwick as aforesaid and whereas by one Indenture tripartite dated the tenth day of February Annoqz Dm 1674 and in the seaven & twentieth yeare of the Raigne of our Sovereigne lord king Charles the second over England &c. made or mentioned to be made betweene the said John Fenwick by the name of John Fenwick late of Bynfield in the county of Berks, Esqr., of the first part the said Edward Billing by the name of Edward Billing of Westminster in the county of Middlesex, Gent on the second part and William Penn, of Rickmansworth in the County of Hertford Esqr., Gawen Lawry of London, merchant & Nicholas Lucas, of Hertford, in the County of Hertford, aforesaid maulster of the third part, for the Consideration therein mentioned he the said John Fenwick with the consent and agreement and att the request of the said Edward Billing testified by his being a party thereunto and by his sealing & executeing of the same and alsoe the said Edward Billing did and each of them did grant bargaine, sell, release and confirm by the same Indenture unto the said William Penn Gawen Lawry & Nicholas Lucas their heires & assignes all that the aforesaid

moiety or undevided halfe part of that said tract of land soe as aforesaid called or intended to be called by the names of New Cesaria or New Jersey or by either of the said names and all that the moyety or undevided halfe part of all Rivers, Riveletts, mynes, mineralls, quarryes, Woodes, fishinges, hawkins (sic) huntinges, fowlinges, and all other royaltyes, profittes, fortes, franchizes, libertyes, Governementes, powers, authorityes, priviledges, commodities, Immunityes and hereditaments whatsoever to the same landes & premisses or any of them belonging or in any wise apperteyning and all and every the said severall & respective premisses in and by the said therein and herein last recited Inten-tures of bargaine and sale granted, bargained, sold or conveyed or ther-in or thereby meant mentioned or in-tended to be bargained, sold or con-veyed unto the said John Fenwick, his heires or assignes, or any of them by the said John lord Berkley as aforesaid and the reversion and re-versions remainder & remainders of the same and of every part and parcell of the same of all and singular which said premisses they the said William Penn, Gawen Lawry & Nicholas Lucas then were in actual possession by force & vertue of a certaine bargaine & sale thereof to them made by the said John Fenwick and Edward Billing for the terme of one whole yeare to com-mence from the first day of the said then instant moneth of February by Indenture tripartite dated the day next before the day of the date of the said Indenture tripartite of release and of the Statute for transferring of the uses into possession and the said John Fenwick & Edward Billing for the same Consideration therein mentioned did likewise grant, bargaine, sell, re-lease & conforme by the same Inden-ture tripartite unto the said William Penn, Gawen Lawry & Nicholas Lucas their heires & assignes all the estate, right, title, interest, property, benefitt, clayme & demand whatsoever as well in law as in Equity of them the said John Fenwick & Edward Billing and of either of them of in unto and out of all and every the premisses and every parte & parcell of the same.

TO HAVE & TO HOLD the said moyetyes & undevided halfe part of all & singular the said premisses

thereby granted bargained sold re-leased & conformed or therein or thereby mentioned or intended soe to be with their & every of their appurtenances unto the said William Penn, Gawen Lawry, Nicholas Lucas their heires & assignes for ever to and for the severall and respective uses, in-tents & purposes thereafter men-tioned, lymitted & declared and to and for noe other use or uses intent or purposes whatsoever that is to say As for touching & concerning tenn equall and undivided hundred partes of the said severall & respective moyetyes or undevided halfe parts and premisses thereby granted bar-gained sold released & conformed with their and every of their appurtenances the same severall and respective whole moyeties and whole undevided halfe partes and whole premisses with their & every of their appurtenances being into one hundred partes to be equally divided To and for the sole and onely use benefitt and behoofe of the said John Fenwick and of his heires and assignes for ever.

AND as for touching & concerning the other remaineing ninety equall and undevided hundred partes of the same severall and respective moyetyes or undivided halfe partes and prem-isses with their and every of their appurtenances thereby granted, bar-gained, sold, released and confirmed the same severall and respective whole moyeties & whole undevided halfe partes & whole premisses being into one hundred equall partes to be divid-ed and likewise as for touching and concerning all the rest & residue of the said premisses with their and every of their appurtenances of which said noe use or estate was therein before lymitted to the said John Fen-wick his heires & assignes To and for the sole & onely use benefitt & be-hoofe of them the said William Penn, Gawen Lawry & Nicholas Lucas and of their heires & assignes for ever. As by the same last mentioned Inden-ture tripartite among other things therein conteyned relation being there-unto had it doth & more fully and at large appeare.

AND WHEREAS the said John Fenwick upon a just account stated between him and the said John Edridg and Edmund Warner parties to these presentes is really & truly

indebted to them the said John Edridge & Edmund Warner in the full sume of one hundred and tenn poundes & fifteene shillings and is likewise indebted to the severall persons in a certain Schedule hereunto annexed named in the severall sumes of money therein conteyned.

Now therefore this Indenture witnesseth that the said John Fenwick to the intent & purpose that the said John Edridge & Edmund Warner may be reimbursed of the said moneys soe as aforesaid due to them with lawfull interest for the same att the rate of Six pounds per centum per Annum to the tyme they shall be reimbursed the same and alsoe to the intent they may & shall be reimbursed all such moneys as they shall happen to pay in or towards satisfaction of the severall debts in the said schedule hereunto annexed together with lawful interest for the same att the rate aforesaid from the tyme of such payment of the severall and respective debtes aforesaid to such tyme as they shall be reimbursed the same and alsoe for and in Consideration of the sume of five shillings to him the said John Fenwick in hand paid by the said John Edridge & Edmund Warner as alsoe for diverse other good & weighty considerations him the said John Fenwick hereunto especially moveing hath demised, granted, bargained & sold and by these presents doth demise, grant, bargain and sell unto the said John Edridge & Edmund Warner all those the said tenn equall & undivided hundred partes of the said severall & respective moyeties or undivided halfe partes & premisses whereof the use and uses by the said last recited Indenture tripartite of Release was lymitted to the said John Fenwick and his heires & assignes and all Rivers, Rivuletts, mynes, mineralls, quarries, Woodes, fishinges, hawkinges, huntinges, fowlinges and all royaltyes, profittes, fortes, franchises, liberties, Governementes, powers, authorities, priviledges, commodityes, Immunityes and hereditaments whatsoever to the same tenn partes landes & premisses, or any of them belonging or in any wise appertayning, and the reversion & reversions remainder and remainders of the same and of every parte & parcell thereof Saveing allwayes and out of these presentes

totally excepted & foreprised all such peeces, partes, parcells, quantities & numbers of acres of land & whatsoever else he the said John Fenwick hath att any tyme before the date hereof granted, bargained, sold, aliened or conveyed to any person or persons whatsoever by any grant, assurance or conveyance whatsoever entred written or copyed in the certaine Register bookes of the same tenor provided & kept for that purpose, one where of now remaineth and is to remaine in the handes & custody of the said John Edridge and Edmund Warner, their executors, administrators & assignes, to continue here in England and the other of them now remaineth and is to remaine in the handes & Custody of the said John Fenwick, his heires & assignes to be transported to & kept at New Cesaria or New Jersey aforesaid, Richard Guy & Richard Noble and their assignes for the keep of three keys.

TO HAVE AND TO HOLD all & singular the premises aforesaid hereby demised, granted, bargained and sold or meant mentioned or intended to be hereby demised, granted, bargained & sold and every parte and parcel thereof with the appurtenances unto the said John Edridge & Edmund Warner their executors, administrators and assignes from the feast day of the nativity of St. John Baptist now last past unto the full end and terme and for & during the whole terme of one thousand years from thence next ensuing fully to compleat & ended without impeachment of or for any manner of wast whatsoever and with full & free liberty to digg mynes, quarries, fell timber and to doe & committ any manner of wast or spayle whatsoever att their and every of their wills & pleasures in as large & ample manner and to their and every of their benefitt profit & advantage as much as if the Inheritance & free simple of the same premisses & every parte and parcell thereof had been HEREBY granted and conveyed to the said John Edridge & Edmund Warner, and their heires & assignes, or as the said John Fenwick, his heires & assignes, might have done if these presentes had never beene made UPON SPECIALL TRUST & confidence neverthesse in them the said John Edridge & Edmund Warner their

executors administrators & assignes and every of them reposed and to these intentes and purposes following that is to say in the first place that they the said John Edridg & Edmund Warner their executors & administrators out of such moneys as shall arise by one or severall sale assignement & conveyance or sales assignements or conveyances or otherwise by underlease or underleases of all & singular the premisses hereby demised, granted, bargained or sold or of any part or parcell thereof doe and shall reimburse & satisfie themselves of the said sume of one hundred & tenn pounds & fifteen shillings with interest, for the same after the rate aforesaid and alsoe reimburse, repay & satisfie themselves all such moneys, as they or any or either of them, shall any way lay out, expend or pay in for or towards satisfaction of the severall debtes and sumes of money in the Schedule hereunto annexed mentioned together with interest for the same after the rate & according to the computation aforesaid and alsoe shall reimburse & satisfie themselves of all such costes charges, expences, losses & damages whatsoever which they or any or either of them shall any pay expend lay out suffer to be putt unto by reason of their Intermedling herein or with the Execution of the trust herein conteyned or in relation to or by occasion of any matter of thing herein conteyned or specified and from and after such payment reimbursement & satisfaction fully made as aforesaid Then as to the surplus of all such moneys as shall be soe reised by such sale or sales assignement or assignements, conveyance or conveyances, underlease or underleases as aforesaid they the said John Edridg and Edmund Warner their executors & administrators and every of them shalbe and stand accountable & make satisfaction thereof to the said John Fenwick, his executors & administrators, and to none other use trust, intent or purpose whatsoever.

And it is hereby and by all the said parties hereunto expressly agreed and declared that all and singular such date and dates assignment & assignments, conveyance & conveyances underlease & underleases which they the said John Edridg & Edmund

Warner their executors or administrators or any of them shall make of all and singular the premisses hereby above demised, granted, bargained and sold or of any part or parcell thereof shalbe and soe be held adjudged construed and expounded to be good firme, valid & indefeazible both in Law and Equity to the party and parties to whom the same shall be made their and every of their executors administrators and assignes to all intents and purposes whatsoever according to the true intent and meaning thereof respectively as well against the said John Fenwick his heires & assignes and all clayming or to clayme from by or under him them or any of them as against the said John Edridg & Edmund Warner their executors & administrators any right or pretence of right or Equity of Redemption or any other clayme title matter or thing to the contrary thereof in any wise notwithstanding.

And the said John Fenwick for himselfe his heires executors & administrators and for every of them doth hereby covenant promise & grant to and with the said John Edridg and Edmund Warner their executors and administrators and to and with every of them that if the said John Edridg and Edmund Warner their executors and administrators shall not or without their wilfull default may not be fully satisfied of all such moneys cost & charges expenses losses & damages as are above agreed & appointed to be reimbused paid & satisfied to the said John Edridg and Edmund Warner their executors & administrators within the space of two years next ensuing the date hereof that then the said John Fenwick his heires executors & Administrators or some or one of them shall and will well and truely pay and satisfie the same or soe much thereof as shall then be behinde & not satisfied & reimbursed unto the said John Edridg and Edmund Warner their Executors & administrators or to some of one of them. And thereupon the said John Edridg & Edmund Warner for themselves their executors & administrators doe covenant promise & grant to and with the said John Fenwick, his heires and assignes, that they the said John Edridg & Edmund Warner, their executors & administrators, upon

such payment and satisfaction soe made as aforesaid shall att the costes and charges of the said John Fenwick, his heires and assignes, reconvey to him and them all & singular the premisses aforesaid hereby demised & granted or such part and soe much thereof as shall then at the tyme of such reconveyance be remaneing unsold by them the said John Edridg and Edmund Warner their executors or administrators.

AND lastly it is hereby declared & agreed by all the said parties hereunto that nothing in these presentes conteyned shall any way be taken construed, adjudged or expounded to compell or enforce the said John Edridg & Edmund Warner their executors or administrators either in law or Equity to pay or satisfye all or any the said debtes in the Schedule hereunto annexed mentioned or any part thereof to the serevall persons therein named or any of them. But that it is and shall be att the free & voluntary choice and election of the said John Edridg & Edmund Warner their executors and administrators to pay and satisfie or not to pay and satisfye the same or any or either of them anything herein above conteyned to the contrary thereof in any wise notwithstanding.

IN WITNESS whereof the partyes first above named to these present Indentures Interchangeably have sett their handes and seales the day and yeare first above written.

Schedula

A Schedule of the debts owing by John Fenwick Esqr. in the Indenture hereto annexed named to which the said Indenture referreth as followeth vizt. To Mary Ashfield: 17:00:00 To Philip Ward: 15:16:00 To Thomas Burdett, linnen Draper 18:13:11: To John Flemyng of the Chancery :10:00:00: To Peter Evans :08:00:00: To Abraham Marriott, mealman in Clothfayre 04:15:06: John Boulton at the Indian Gowne 04:13:00: The Wine Cooper in Bartholmew Close :00:18:02: Francis Doe in Bedfordberry, Chandler :00:18:06: To John Dredge of Bracknell in Berks :07:00:00: To John Hicks 03:00:00: To Daniell Quare in St. Martins 03:05:00: To James Death of Westminster, Vintner :01:02:00: To

Thomas Bennett of St. Martins, Woollen draper :06:18:07: To Margaret Goldsmith :04:11:11: To Thomas Bankes, Attorney at law :08:10:00: To John Tysoe :02:16:06: To Joseph Ellis, Salesman :02:01:00: To the Sadler in St. Martins :04:15:08: To John Budd of St. Martins :02:10:00: To Job Boulton, Goldsmith 03:10:00: to John Osgood :02:10:00: To Samuall Newton :04:00:00: To the Cooper for Caskes :01:04:00 To John Craven for meale and Biskett :09:03:00: To Peter Peele :06:16:00: To Elizabeth Stubbs, widow, of St. Martins :00:19:07: To the Fishmonger neere Crooked Lane :00:17:01: To Thomas Biddle, Shoemaker :01:02:00

Et memorandum qd decimo nono die July Anno supscript phat Johes Fenwick Ar venit coram dco dno Rege in Canc sua & recogn Inden p dictm ac ora & singula in ead content & spific in forma supa dca / Irr decimo die Decembris Anno p dco.

The Latin translation as made by Rev. Herman Drews is as follows:

And Be It Remembered that on the nineteenth day of July in the year superscribed appeared Johnes Fenwick and came before the said Lord the King in his Chancery recognized & affirmed the aforesaid Indenture to be legally correct in each and all of it's contents and in the submitted written form / Issued on the tenth day of December in the year aforesaid.

In addition to the above names of creditors of Fenwick in England he seems to have owed Benjamin Adams 1£-2s-00 and John Inefornock 10 shillings or a grand total of 160£ 11s 5d. It may be that he paid the two above mentioned before he sailed for Salem. The sum total of Fenwick's debts enumerated above plus the 110£ 15s-00d was 271£ 6s 5d, a considerable sum in his day. John Jones added the schedule as 159-1-5. Fenwick was at Salem December 10, 1675 when the mortgage was recorded.

Indenture Of Release

July 19, 1675

"This indenture made the 19 day of July in the seven and Twentieth year of the reign of our sovereign Lord Charles 2nd by the grace of God, King of England, Scotland, France and

Ireland, defender of the faith A. D. 1675 between John Fenwick late of Binfield in the county of Berks; Esq., of the one part, and John Edridge of Shadwell in the county of Middex; Tanner, and Edmund Warner citizen and poulterer, of London, of the other part WITNESSETH that the said John Fenwick for the consideration mentioned in one pair of indentures of lease, bargain and sale bearing date 17th day of July, instant, made between the said John Fenwick of the one part and the said John Edridge and Edmund Warner of the other part, and to the intents and the purposes therein mentioned & contained hath granted, bargained, sold, aliened released and confirmed and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said John Edridge and Edmund Warner all and singular the lands, tenements, and premises and undivided parts of the same premises and all and whatsoever and or are mentioned to be demised, granted, bargained and sold unto the said John Edridge & Edmund Warner by the said indenture for the term of 1000 years—therein contained and every part and parcel thereof, the said John Edridge and Edmund Warner being now in their actual possession thereof by virtue of the above said bargain and sale and by force of the statute for transferring of uses into possession

TO HAVE AND TO HOLD all and singular the same premises with the Appurtenances unto the said John Edridge and Edmund Warner and their heirs and assigns TO the End and use and behest of them the said John Edridge and Edmund Warner their heirs and assigns for ever. UPON special trust and confidence nevertheless in them, the said John Edridge and Edmund Warner by the said John Fenwick reposed. AND to the intents and purposes that the inheritance and fee simple of the premises shall and may be disposed of by them the said John Edridge and Edmund Warner and their Heirs under such terms and agreements as are contained and specified in the said pair of indentures bearing date the said 17th day of July instant for the disposing and selling of the term

of 1000 years therein contained and that they the said John Edridge and Edmund Warner their heirs & assigns shall stand and be accountable and reap the same benefits and advantage as the said John Edridge and Edmund Warner, their Executory Administrators and Assigns might have done by virtue of the convayence for 'the said term of 1000 years by the said indenture herein above mentioned if these presents had not been made AND to and for none other intent or purpose whatsoever IN WITNESS whereof the parties first above named to these present indentures, interchangeably have set their hands and seals the day and year first above written."

John Edridge Edmund Warner

The photostat copy from which the above was taken was furnished by the New Jersey Historical Society. Fenwick may have signed the counterpart left in England but not the one he brought to America. The last part seems to be ridiculous but it does repeat "Upon special trust and confidence" the words contained in the mortgage.

Ruinous Mistake of Fenwick

The mortgage or deed or whatever it may be termed was apparently designed to take advantage of Fenwick and that is exactly what happened. Fenwick termed it "their own contrived deed of trust and mortgage". It is impossible for the writer to interpret the purposely garbled verbiage of the document. It takes a legal judicial mind to do so with any degree of satisfaction. We therefore reprint the opinion, of Edward Saunders, a London attorney, from Col. R. G. Johnson's famous little history of the First Settlement of Salem.

The Edward Saunder's Legal Opinion About The Mortgage

The true state of the case between John Fenwick Esq., and John Eldridge and Edmund Warner, concerning Mr. Fenwick's ten parts of his land in West New Jersey, in America.

"Mr. Fenwick being seized of and interested in ten equal (but undivid-

ed) hundred parts of the lands in New Cesaria, or New Jersey, and being indebted to several persons in England, as also the said Eldridge and Warner, and being to leave England, and having occasion for more present monies, agreed to borrow it of the said Eldridge and Warner, offering them security by those lands, as counsel should think reasonable; and being willing that his other creditors should be paid likewise, it was referred to counsel, indifferent betwixt them, to devise a security; and likewise for the encouragement of purchasers, to put the estate to law, into the hands of the said Eldridge and Warner, and accordingly a lease for 1000 years is made by Fenwick to Eldridge and Warner, wherein it is mentioned:

"That Fenwick, to the intent and purpose Eldridge and Warner may be re-imbursed of the said monies, so as aforesaid due to them, with lawful interest for the same, at the rate of six pounds per cent. per annum, to the time they shall be re-imbursed the same; and also to the intent they may and shall be re-imbursed all such monies as they shall happen to pay in or towards satisfaction of the several debts, in a schedule to the said lease annexed, mentioned, together with lawful interest for the same, at the rate aforesaid, from the time of such payments of the several and respective debts aforesaid, to such time as they shall be re-imbursed the same; and also for and in consideration of the sum of five shillings, &s. &c.—doth grant, bargain and sell, &c. all the lands, &c.—saving and foreprized all such pieces, parts, parcels, quantities, and number of acres of land, and whatsoever else he, the said Fenwick, hath at any time before the date of the said lease, granted, bargained, sold, aliened or conveyed to any person or persons whatsoever, by any grant, assurance or conveyance whatsoever, entered, written or copied in two register-books of the same tenure, provided and kept for that purpose, one whereof now remaineth, and is to remain in the hands and custody of the said Eldridge and Warner, their executors, administrators and assigns, to continue here in England, and the other

of them now remaineth, and is to remain, in the hands and custody of the said Fenwick, his heirs and assigns, to be transported and kept at New Cesaria, or New Jersey aforesaid, Richard Guy and Richard Noble, having at the present the keeping of two of the keys thereof.

Upon special trust and confidence, nevertheless, in them, the said Eldridge and Warner, their executors, administrators and assigns, and every of them, and to these intents and purposes, following (that is to say) in the first place, that they the said Eldridge and Warner, their executors and administrators, out of such monies as shall arise by one or several sales, assignment and conveyance, or sales, assignments and conveyances, or otherwise, by under-lease or leases of all and singular the premises by the said lease demised, and granted, bargained or sold, or of any part or parcel thereof, do and shall re-imburse, repay and satisfy themselves of the said sum of one hundred and ten pounds and fifteen shillings, with interest for the same, after the rate aforesaid, and also re-imburse, re-pay, and satisfy themselves all such monies as they or any, or either of them shall any way lay out, expend, or pay in, for, or towards the satisfaction of the several debts and sums of money in the schedule, in the said lease annexed, mentioned, together with interest for the same, after the rate and according to the computation aforesaid; and also shall re-imburse and satisfy themselves of all such costs, charges, expenses, losses and damages whatsoever, which they or any or either of them shall any way pay, expend, lay out, suffer, or be put into by reason of their intermeddling herein, or with the execution of the trust in the said lease contained or in relation, or by occasion of any matter or thing in the said lease, contained or specified. And forward after such payment, re-imburement, and satisfaction fully made, as aforesaid, then as to the surplus of all such monies, as shall be so raised by such sale or sales, assignment or assignments, conveyance or conveyances, under lease, as aforesaid, they, the said Eldridge

and Warner, their executors and administrators, and every of them shall be, and stand accountable and make satisfaction thereof, to the said Fenwick, his executors and administrators, and to none other use, intent or purpose whatsoever.

And that if the said Eldridge and Warner, their executors and administrators, shall not, or without their wilful default may not, be fully satisfied of such monies, costs, charges, expenses, losses and damages, as are in the said lease, agreed and appointed to be reimbursed, paid and satisfied to the said Eldridge and Warner, their executors and administrators, within the space of two years next ensuing the date of the said lease, that the said Fenwick, his heirs, executors and administrators, or some or one of them, shall and will well and truly pay and satisfy the same, or so much thereof as shall then be behind, and not satisfied and reimbursed unto the said Eldridge and Warner, their executors and administrators, or to some one of them.

And thereupon the said Eldridge and Warner, for themselves, their executors and administrators, upon such payments and satisfaction so made, as aforesaid, shall, at the cost and charges of the said Fenwick, his heirs and assigns, reconvey to him and them all and singular the premises aforesaid, by the said lease demised and granted, or such part, or so much thereof as shall then at the time of such reconveyance be remaining unsold by them, the said Eldridge and Warner, their executors or administrators.

Lastly, it is declared and agreed by all the said parties to the said lease, that nothing in the said lease contained, shall any way be taken, construed, adjudged or expounded, to compel or enforce the said Eldridge and Warner, their executors or administrators, either in law or equity, to pay or satisfy all or any of the said debts in the schedule to the said lease annexed, mentioned, or any part thereof to the several persons therein named, or any of them; but that it is and shall be at the free and voluntary choice and election of the said Eldridge and Warner, their executors and administrators to pay and satisfy or

not pay or satisfy the same or any or either of them, any thing in the said lease contained, to the contrary thereof in anywise notwithstanding.

Upon this deed, the case appears plainly to be—

I. That the estate, in law of the whole, was transferred to and vested in Eldridge and Warner.

II. That whosoever should purchase any part of the lands from them, really and bona fide, should hold such purchase discharged of equity from Fenwick.

III. That this lease was a trust for Fenwick, as to the lands which should not be really and bona fide sold for the satisfaction of such monies as are mentioned in the lease; and because that this is the most considerable matter in the case, I think fit to lay down some reasons (amongst many others) for it.

1st. The lease is made, to the intent, that Eldridge and Warner shall be reimbursed their monies, with interest and charges, and such monies as they should pay to Fenwick's creditors by sale or assignment, &c., of the lands (which must still be intended of real and not of fraudulent sales purposely contrived to cheat Fenwick). Now if Eldridge and Warner be satisfied and reimbursed of all such monies by sale of part, what is become of the residue of the lands;—I take it very clear, that the residue is a trust for Fenwick, and so it will be construed by any court of equity; for what Fenwick did not dispose of to Eldridge and Warner, he kept to himself, I mean in point of equitable interest; and in equity what remains after the satisfaction of Eldridge and Warner, belongs to Fenwick.

2d. If it were not a trust for Fenwick after re-imbursement and satisfaction to Eldridge and Warner, but an absolute sale both in law and equity, it may be demanded, to what purpose the deed expressed the payment of principal and interest to Eldridge and Warner, for when a man makes an absolute purchase, there is no expectation of being re-imbursed his purchase money and interest, but only to have the profits, more or less; but the deed here was only made that

they should be paid money and interest, and not to have the lands absolutely, which for ought appears to the contrary, were ten times the value of all the monies that were to be reimbursed to Eldridge and Warner.

3d. If it had been an absolute sale to Eldridge and Warner, in equity as well as in law, what was the meaning of the clause that under purchasers should enjoy their purchases in equity against Fenwick, for there needed no such clause in an absolute sale; but indeed the lease being but in the nature of a mortgage to Eldridge and Warner, that clause was necessary, otherwise Fenwick upon offer of payment of the monies due upon the mortgage, would in a court of equity have evicted the purchasers' estates, as having notice of the mortgage when they purchased.

4th. By the deed Eldridge and Warner were to be accountable to Fenwick for the surplus of the monies made by sale to purchasers, after the payment and reimbursement of the monies appointed to be paid by the deed; now if Fenwick were to have an account of the monies, though but part of the lands were sold which raised it a fortiori, he is to have the residue of the lands unsold and if it be said that Eldridge and Warner are to sell the land, and Fenwick to have the money the deed speaks; yet where a man is intrusted to sell land for me, and to pay me all the money, (as the case of Fenwick is by the deed, after the satisfaction of the monies appointed) I may at any time before actual sale revoke the trust, and by a court of equity compel the trustee to convey the lands so trusted to myself; for that is equity; the trustee is no further concerned than as my servant, whose service therein I may countermand at my pleasure.

5th. By the deed Fenwick covenants, that if all the monies be not paid within two years, he will pay the residue, (and as it is said, hath tendered the same accordingly,) and then Eldridge and Warner were to reconvey the lands unsold. Now, if this doth not make it a clear trust in the nature of a mortgage, the construction of it must needs be, that Fenwick must pay them their money, and yet they must keep the lands gratis; the

absurdity whereof is obvious, even to common sense.

6th. No one of common understanding can possibly interpret this to be an absolute sale both in law and equity; for by the last clause in the deed, it is declared, that Eldridge and Warner shall not be bound to pay any of Fenwick's debts mentioned in the schedule, except they shall think fit voluntarily to pay the same. Now if the lease should be absolute sales, Eldridge and Warner should keep the lands, and yet Fenwick be bound to pay the debts himself, for Eldridge and Warner are not bound to pay them, which is contrary to the tenor of the whole deed, and to the intent of the parties, (to my knowledge,) for when the deed was made, it was declared by all parties that Eldridge and Warner should only be reimbursed and paid, as the deed speaks. But because Eldridge and Warner might have an opportunity of selling parcels to purchasers in England, in the absence of Fenwick, who was then going beyond seas, the deed was drawn in this manner, that the real purchasers, that dealt with Eldridge and Warner, might not scruple at the title, or their authority to sell; this, then, was the intent of all parties by them declared; but whether they have changed their intents since, is to me unknown; but this I know, that if Eldridge and Warner be satisfied their money, interest and charges, if any be according to the deed, they have in equity no further to do with the estate, which then in equity doth belong to Fenwick and his heirs.

EDW'D SAUNDERS.

July 24th, 1677.

JAMES GARFIELD, a scrivener in Long-lane, near West-Smithfield.

SAM'L GEE, clerk to Mr. Saunders of the Inner Temple.

ANTHONY LOCKLEY, clerk to Mr. Pigeon of Grays-Inn.

Fenwick's Proposal for Planting His Colony

On page 86, Vol. VI, Pennsylvania Magazine of History and Biography, 1882, there is a copy of a broadside that supposedly belonged to William Penn. It is captioned "Fenwick's Proposal for Planting His Colony of New Cesarea or New Jersey." It is address-

ed to Friends. He stated he had purchased his Colony with the right of government.

Price Of Land. Servants' Allowances

The price of land was five pounds a thousand acres. Non purchasers were to get one hundred acres for every head they brought above 14 years of age at a yearly rent of one penny for every acre, to Fenwick and his heirs forever. Purchasers of large acreages were to be made proprietors or freeholders. Servants, who were to be free, at the end of four years, were to receive from their masters a suit of clothes and other things suitable; a cow, a hog, wheat as the law allowed and working tools and 100 acres of land, subject to the ground rent of one penny an acre, payable to the master or Fenwick, which ever gave the land.

Fenwick expected to sail with his colonists about the middle of next month, called April, [1675]. The government was to be by a governor and council of twelve, six of which were to go out of office each year and "six to come in." Fenwick reserved the methods of "planting" to himself and his heirs and assigns.

"The Government to stand upon these two Bases or Leges, viz: 1, The Defence of the Royal Law of God, his Name and true Worship, which is in Spirit and in Truth". "2, The Good, Peace and Welfare of every Individual Person".

"I am a Real Friend and Wellwisher to all Men".

J. Fenwick

This 8th of the
1st month, 1675 [March, 1674/5]

On the reverse of Fenwick's advertisement the description of "John Ogilby in his America" was printed. It was an inticing piece of publicity. It was also republished in the 1915 year book of the First National Bank of Woodstown.

Fenwick's Sales of Land

In Salem Record Book No. 1 extracts from which were published in Vol. XXI, First Series, of the New Jersey Archives it will be noticed that Fenwick made a memorandum that on May 7, 1675 he "drew numbers 20, 21, 26, 27, 36, 47, 50, 57, 63 and 72 as

his share of West Jersey and accepted the same, the Trustees taking the other 90 numbers." Before this he had already sold at least 38500 acres of land. Between May 7, 1675 and June 1, he sold 24000 acres. During the month of June he sold 77500 acres. July 9, 1675 he sold 10000 acres. His last sale while in England seems to have been 5000 acres on July 12, 1675 to James Wasse, surgeon. All of the above made a grand total of 155000 acres. His first sale after he arrived in Salem County, according to the record was on July 15, 1676 to the daughter of John Ericson, a Swede, who was one of the several Swedes, Finns and Dutchmen, who presumably had squatted in Fenwick's colony without any title except that of the Indians and permission of English Governors. If they bought their lands otherwise there is no record of it. They did not take very kindly to Fenwick's ownership. Fenwick was a master salesman and his success without a doubt created great jealousy and a gigantic resentment of his competitors.

His first sales after his arrival were the cause of his arrest by Gov. Andros.

No one knew the acreage of New Jersey. It had never been surveyed. The division line between East and West New Jersey was never definitely settled despite several attempts and much litigation. Fenwick sold acreage. The other proprietors sold shares and parts of shares. Such terms as 1/90 of 90/100 of a part may be found in the first deeds of the First, Second, Third and Fourth Tenths of West New Jersey. The reader may decide for himself which was the better term 1000 acres or a decimal fraction of an unknown quantity. One must not think there was any thought of dishonesty in either case.

Farcical Division

The idea of giving Fenwick ten different areas or lots of West New Jersey as his Tenth was farcical and unworkable. None of the other proprietors paid any attention to the method: why should Fenwick? The other five Tenths beyond those mentioned above were never bounded and

were "no mans land." No one ever knew their boundaries or location because neither Daniel Leeds nor any other surveyor could function in the matter. The idea of counties which followed the Indian line purchases chiefly, displaced the troublesome Tenth of West New Jersey. It would be an interesting discovery for some person to figure just how accurate in area the different Tenths were in comparison with the whole of West New Jersey after consideration of the contention of what was West New Jersey. After the squeeze of John Fenwick by means of the tripartite indenture of February 10, 1674/5 he retained "10 equal and undivided hundred parts" or one tenth of one half of New Jersey. Fenwick probably thought that his tenth should be together in one plot. The scheme of division by numbered lots, only two of which might have been contiguous as said before was farcical. It however may have been ammunition for his competitors, although they also considered their Tenths the same as Fenwick did, all together in one section.

	Acres Land
Atlantic	362,114
Burlington	524,022
Camden	141,777
Cape May	169,815
Cumberland	320,241
Gloucester	212,236
Salem	219,918
Hunterdon	279,919
Total	2,230,041

Total Area

Present Salem Co. 219,918 Land.
 Present Cumberland 320,241 Land.
 Tanner W. J. 4595 Sq. Miles.
 Tanner E. J. 2981 Sq. Miles.
 640 acres to Sq. Mile.
 Total 4,809,218

Tenths did not run across state even to ocean.

Fenwick had not sold 1/10 of N. J.

The combined water and land acreage of New Jersey is 5263641 acres. Cumberland County was taken from Salem County January 19, 1747-8. His share would be 263182 acres.

William Penn Arbitrator of The Fenwick- Billing Controversy

From Harleian Vol. 7001, Library of Congress. The copies of William Penn's 1st, 2d and 3d letters.

1.

London 20th 11 mo. 1674

[Jan'y 20, 1674/5]

"John Fenwick:

The present difference between thee and E. B. fills the hearts of Friends with greife, & a resolucon to take it in two dayes into their Consideracon to make a public deniall of ye p son and accon that offers violence to the Award made or that will not end it without bringing it up on the Publique Stage. God the Righteous judge will visit him that stands off. E. B. will refer it to me againe, if thou wilt doe ye like, send me word, and as op- prest as I am with businesse, I will give an afternoone to morrow or next day to determine, & so prevent the Mischiefe that will certainly follow divulging it in Westminster Hall.

Let me know by ye bearer thy minde, O John Let Truth and the honour of it in this day prevale, woe be to him that causeth offences. I am an Im- partiall man

W. Penn.

[By Fenwick]

The heads of my answers to W. P. I desire to perform ye award and not to infringe it but to receive my money securely & to Reserve my two parts intirely. To have up all my Writts and my Reputacon Repaired and Vindicated. All wch Will. Penn promised he would see P formed. If any other thing be proposed contrary to the Award, it must not be yield un- to for several Reasons, especially it will open a door for a suit in Chan- cery.

2nd Letter

J. F.

I am sorry for thy arrest. E. B. I stopped from any procede, but for the Lord Berkley, twas not in my power, as to thy Councell, myne has told me that he was with him & has stated it quit upon another foot, give- ing as I p ceive a Relacon with able advantage for thee.

Now I must needs complaine of that proceeding I took care to hide the pretenses on both hands, as to the Original of ye thing, because it re- flects on you both, and wch is worse,

on the Truth. Therefore I undertook it, that I must hide yor shame and serve ye truth, and let me tell thee, that it was an unworthy secret piece of undermining of my conduct in the matter, to give any such accompt, wt concerned yt the present accord.

I cannot enough express my resentment of this thing, I intend to be to morrow night att London & designe to make one Essay more, if that will not doe, I intend no further concerne therein.

And for the award I say it is broake in nothing, and that of the way of raising money and if thou wilt not acquies in that p'ticular, Rather then come before the world, I am heartily sorry, I wish the true felicity, wch stands in the blessed Truth, and thy confirmitie to it.

Thy well wishing friend
W. P.

Rick: 30th 11 mo 1674.

It will be seen by the above letter that Lord Berkley caused the arrest of Fenwick. Dankers said that Fenwick was arrested for debt.

3rd Letter
London 13th 12 mo 1674

"J. F.

I have upon serious consideracon of ye present difference (to end it with benefit to you both, and as much quiet as may be) thought my Councells proposalls very Reasonable; indeed thy own desire the 8 p'tes added was not soe pleasant to the other p tie, that it should be now shrunk from by thee, as injurious, and when thou hast once thought a proposall reasonable & given power to another to fixe it, Tis not in thy power, nor a discreat, indeed a Civil thing to alter, or warp from it, & call it a being forced.

John, I am sorry that a Toy, a Triffle should thus rob men of tyme, Quiet, & a more profitable employ. I have had a good Conscience wt I have done in this affaire. And if thou Reposhte confidence in me and believed me to be a good and just man, as thou hast said, thou should not be upon such Nicety, & uncertainty. Away with vaine fancys, I intreat thee, & fall closely to thy business, thy days spend On, And make the best of wt thou hast, thy Great Grand Children may be in the other world before wt

Land thou has allotted will be employed.

My Councell, I will ansr for it, shall doe thee all right and service in the affaire that becomes him, when I told thee at first, should draw it up as for myself, if this cannot Scatter thy fears, thou art unhappie & I am sorry."

Thy sincere friend
Will Penn"

London Quakers Assailed Fenwick

In the January 1936 issue of the Proceedings of the New Jersey Historical Society there is an article written by Fulmer Mood entitled "English Publicity Broad-sides for West New Jersey 1675/6". These unique broad-sides were found in the Friends' Historical Society, London, England.

One cruel blast against Fenwick was about his printed paper bearing date of 8th of 1st Month 1674 [March 1674/5]. It complained that he had "without the true Fear of God, projected and undertaken great Worldly Matters and Designs" in New Cesaria or New Jersey without justice "especially until that tract of land was amongst the Proprietors divided and purchased from the Indians." This may account for Pledger and Lefevre coming to Salem in advance of Fenwick. They were here when the blast was printed. The tirade claimed it had been "bruted and famed abroad that we as a people have advised Councelled and approved of the manner of his undertakings" but they "judged the issue would prove Evil and Confused like as the beginning." The remarkable document is dated "London the 6th day of the 5th moneth commonly called July, Anno Domini 1675". It is signed "From the People of God, called Quakers in London".

Fenwick at this time was about ready to sail for New Jersey. He as shown by his own records had sold many thousands of acres of land. The Quakers "People of God," to use a slang phrase had him "up a tree". To this was attached Fenwick's letter of apology dated May 3, 1675 addressed to "My dear Friends". It was in answer to a testimony against his proceedings. The writer does not know what Fenwick had in mind when he wrote his odd apology beyond the fact that it was intended to appease the Quakers who were assailing him.

Sometime in 1676 or "two years last past" after the Berkley-Fenwick deed of March 18, 1673/4 a broadside was printed entitled "The description of the/Province of West Jersey in America:/as also,/Proposals to such who desire to have any Propriety therein/"

It recited the Division of Jersey into two parts, July 6, 1676. "The West Moyety is firmly vested in William Penn, Gawen, Lawry and Nicholas Lucas" excepting one tenth part conveyed to John Ethridg and Edmund Warner to be held apart from the other half in possession of George Cartright, Baronet, and his assignes.

Fenwick's Interest Ignored

Fenwick's interest in West New Jersey was completely ignored by not being mentioned as such. The Commissioners without a doubt came over with the Burlington County Colony in 1677. The three Indian deeds for land from Assinpink Creek to Oldmans Creek are dated September 10 and 27 and October 10, 1677.

Title Papers On Display

Thomas Rudyard, in London, had the titles for inspection of concerned persons and those interested in purchasing land were invited to see him. He also could show the "Concessions of the Country." It was intended that Commissioners should be sent over with the first ship. Property and Liberty of Conscience were "to be preserved from all manner of invasions and violations whatsoever."

It was well known by Fenwick's competitors that the mortgage-deed of Fenwick had not entirely conveyed Fenwick's colony to Eldridge and Warner. Col. Robt. G. Johnson's "Memoir of John Fenwick" in Volume IV of the 1849 Proceedings of the New Jersey Historical Society recites a legal opinion written by a noted attorney Edward Saunders, of London, July 24, 1677. The gist of the opinion was in the last paragraph. "But this I know, that if Eldridge and Warner be satisfied their money, interest and charges, if any be according to the deed they have, in equity, no farther to do with the estate, which then in equity doth belong to Fenwick and his heirs." This, after reading the mortgage which has been printed by the Standard and Jerseyman herewith for

the first time and thereby made available for reference purposes is the view point of the writer who it may be said is prejudiced in favor of John Fenwick and greatly opposed to the sanctimoniously worded, half truths, of his real estate competitors.

Publication of History Unprofitable

Historians are always handicapped by the fact that most books do not bring in but a small part of their costs in actual cash. Smith, Mickle, Johnson, Clement, Shourds, and others spent years of their time without much compensation for their works and probably did not sell enough of their writings to get back the bare costs of printing.

If it were not for the magazines, newspapers and self sacrificing persons who work without pay for libraries, historical and genealogical societies there would be a great void in the history of New Jersey. The writer of this article has tried to give the known sources of materials relating to Fenwick and his colony. It may be well to mention that he has ignored speech makers and plagiarists who have used the works of real historians without credit. There seems to be at the present time an avidity on the part of a few to purloin historical facts. "A laborer is worthy of his hire."

Smith's History

Col. Johnson reprinted much from Smith's History of New Jersey which tends to show the unfair attitude of Fenwick's competitors. Smith who nearly two centuries ago 1765 had access to original Quaker records was the first real historian of New Jersey. The writer knows that Smith was working on his book for over ten years. The Quaker meeting records of Haddonfield Meeting show when he applied for permission to look at their papers.

A Famous Lawsuit

The New Jersey vs Delaware lawsuit notes a grant dated August 6th, 1680, of the Duke of York to Billing, Penn, Lawrie, Eldridge and Warner. This was one more of the queer methods against Fenwick. This grant was in trust for Billing to whom the government was conveyed. Fenwick was left out again.

Duane Minard Esq., who represented the State of New Jersey in the boundary case in the Supreme Court of the United States told the writer his researches and finds in England were very romantic. It was like hunting gold in belfries.

Schemers Write About Tricking Fenwick

In Samuel Smith's History of New Jersey there is a copy of a letter signed by Penn, Lawrie, Lucas, Byllings, Edridge and Warner dated London 26th 6 mo. [August] 1676. A little more than a year after the date of Fenwick's mortgage. This curious letter was addressed to Richard Hartshorne who lived at Middletown in East New Jersey. It stated that James Wasse had gone to Maryland in Samuel Groome's ship and would return in it.

They had divided with Lord Carteret the province of New Jersey into two halves one to be called East New Jersey and the other West New Jersey. The intention was to set up a Government. Wasse and Richard Guy were to act in the purchase of land from the Indians under instructions which were enclosed. They were somewhat dubious about Guy whom they judged "to be an honest man." yet we are afraid John Fenwick will hurt him, and get him to condescend to do things that may not be for the good of the whole. Hartshorne was requested to see that Fenwick did not betray Guy. They wanted Hartshorne to help their friends to buy land of the Indians before the following spring prior to the arrival of their colonists because if this were not done the natives would "insist on high demands and so we shall suffer by buying at dear rates." They did not like the tract of land John Fenwick had bought. Land on some creek or river was desired: a little further they wrote "for maybe it may come in your minds to come over to our side, when you see the hand of the Lord with us". The whole letter is what would be termed to be a slick one in the business world of today.

Instructions About Fenwick

The instructions, dated August 18, 1676, sent to Wasse, Hartshorne and Guy, were mainly to fix a meeting with John Fenwick and those who

had gone with him, "but we would not have you to tell your business until you get them together." They were then to read the deed of partition with Carteret and the transactions between the other five, also their letter to Fenwick and the rest" and show John Fenwick he hath no power to sell any land there without the consent of Edridge and Warner." They offered to pay Fenwick nine tenths of what he had paid to the Indians if he would divide his land into one hundredth parts in accordance with the drawing of lots in England viz. numbers 20, 21, 26, 27, 36, 47, 50, 57, 63, 72. This part of the instructions appeared to be fair and square but may have been quite impracticable to the minds of Fenwick and his colonists. The idea seems to have been to recognize Fenwick as the owner of one tenth of West New Jersey but what followed is not understandable except as meanness on their part.

Mandatory Demands

"If John Fenwick and his people refuse to let the land they have taken up of the natives be divided and refuse to join with you: you may let the country know in what capacity John Fenwick stands, that he hath no power over the person or estates of any man or woman than any other person."

"What land you take of the natives, let it be taken ninety parts for the use of William Penn, Gawen Lawrie and Nicholas Lucas and ten parts for John Edridge and William Warner. This was not done. Fenwick had of course already bought his land of the Indians and they undoubtedly would not sell it again if they thought trickery were involved.

Fenwick Sued Eldridge and Warner

Fenwick's cousin Edward Burdett October 25, 1676 made an appeal to the Chancery Court of England on behalf of Fenwick for orders to require Ederidge and Warner to appear before the Lord High Chancellor and answer certain questions. They both evaded doing so to the best of their ability. Warner as a result of his tactics finally landed in jail. Ederidge on May 15, 1677 by his counsel J. Venables submitted his demurer based solely on a legal and technical basis.

Both the appeal and the demurer

show that Fenwick did not receive the full 110£ and 15 sh. mentioned in the mortgage he gave to Eldridge and Warner as their names were spelt in America. They had on June 14, 1676 as fake owners or trustees of Fenwick's Tenth made an agreement with William Penn, Gawen Lawrie, Nicholas Lucas so that a division of East and West Jersey could be made with Sir George Carteret owner of one half of the Colony.

Fenwick's appeal to the Chancery Court shows that full settlement had been offered on his behalf to Eldridge and Warner in July, August and September 1676. They did nothing more than evade the issue probably because they did not wish to see their perfidy exposed. They had Fenwick's papers such as "evidences, writings, register books, bonds, bills and accounts which they held according to the mortgage "upon special trust and confidence." The entire case appears to the writer to have been one of the most crooked instances of misplaced trust and confidence. The writer refrains from saying anything about the motives of William Penn and the rest of the Quakers. It is hard to believe that they were entirely deceived but it may be charitable to think they were at the beginning. At any rate five months after Penn landed in America he made a business deal with Fenwick, whose strenuous life was drawing near its end, and purchased a large slice of Fenwick's Colony which he and the others had claimed did not belong to Fenwick. Fenwick who had termed his attackers as cheats softened and made Penn one of the executors of his will, and guardian of some of his grand children. This in the opinion of the writer was another big mistake of Fenwick.

The following letter, abstracts from Chancery Court orders, in England together with Fenwick's appeal and Eldridge's demurer shed additional light on the heretofore mysterious Fenwick mortgage to Eldridge and Warner.

Circumstantial evidence shows that Eldridge sailed for America to see Fenwick.

Letter Explaining Chancery Court Orders, London, England

Frank H. Stewart, 28 February, 1938
Flagler Apartments,
West Palm Beach, Fla.

Dear Sir:

We duly received your letter of January 23 and now have the pleasure to enclose transcripts of the two documents (C. 5.480.59) relating to John Fenwick's law suit against Ederidge and Warner.

We have also examined the several indices to Chancery Orders, Reports and Affidavits. The last two revealed nothing, but in the index to Orders we found a number of references to this case and examined the documents indicated. We give a resume of the contents of these on the attached sheet. As you will see all the entries refer to endeavours made to get the defendants to answer the bill and none show the outcome of the case. There seems to be some confusion as to the dates; those given in the index do not always check with those appearing in the volumes of Orders themselves.

We think that all the events recorded in volume C 33/247 must have taken place in 1677, not 1676, as the bill of complaint itself is dated October 25, 1676. If you would like full transcripts of any of the entries described let us know.

We enclose our bill for the material now sent, and remain,

Always yours faithfully,
B. F. Stevens & Brown, Ltd.
Henry J. Brown.

Resume' of entries referring to the suit of Fenwick v. Ederidge, Warner and others in Chancery Orders

C33/247 Page 35—A servant of the (1676) court deposes on oath that he [1677] summoned John Ederidge to appear before the Court and answer the complainant's bill. Ederidge has not appeared.

do. Page 145—(March) The defendant Warner has not appeared to answer the bill.

do. Page 620—(June 21) Warner has still not appeared to show cause why he should not answer the bill despite a habeas corpus awarded to the complainant on the 28th of May.

- Another h. c. is awarded to to bring him to court under penalty of £5.
- do. Page 631—(July 2) Warner has still not appeared. Another h. c. is awarded to bring him to court under penalty of £10.
 - do. Page 655—(June 22) Ederidge having put in a demurer to the complainant's bills, the latter's counsell was in court ready to argue the same, but none appearing for the defendant, the demurrer was ordered to be over-ruled and the deft. to answer the complainant's bill.
 - do. Page 674—(July 25) On July 16 last the defendant Warner was ordered to be kept a close prisoner in the Fleete until he had answered the complainant's bill. His counsell now asked to have this order put aside in order that the defendant might have time to prepare his case, but as he could not show good reason for this the order was onfirmed.
 - do. Page 730—(June 30) Warner's Counsell put forward the objection that the bill had been entered by the complainant's wife or some other person or persons, the complainant himself being in America (as by affidavit doth appear) and that the persons presenting the bill refused to reveal their identity so that the defendant would not know against whom to claim costs if the Court should award him any. And further that although these persons have not produced any power of attorney or other power from the complainant, they have caused Warner to be arrested for contempt in not answering the bill. He therefore prayed that the persons presenting the suit should pay into Court a sum of money as security for possible costs and should produce their power of attorney or other power from the complainant, failing which Warner should be immediately discharged from the said contempt and should receive costs and damages. This request was deemed reasonable

and an order was accordingly made.

C33/251

(1678) Page 283—Warner appeared in court according to his bond. Page 286—(March 22) Warner is discharged from his imprisonment as he has lodged a bond and put in an appearance in Court.

Fenwick's Appeal to the Chancery Court

C.5. 480. 59

25 October 1676.

To the right honorable Henerye Lord ffinch Baron of Daventree, Ld high Chancellor of England.

Complaining sheweth unto your Lordship your oratour John ffenwick late of Binfield in the County of Barkshire, Esquire, that whereas our Sovereign Lord the Kings Majestie that now is by his letters, patents bearing date the twelfth day of March in ye Sixteenth year of his said Majestyes Raigne for the Considerationes therein mentioned did grant and convey unto his Royall highness James Duke of York and his heires All that the Province or tract of ground called new Jersey in America and situate and bounded as in the said Letters patents expressed.

Fenwick Needed Money

And you oratour also sheweth that he your said oratour by good Assurance in Law a valuable Consideration did afterward purchase the ffreehold and Inheritance of ten Equall undivided parts in one hundred parts to be divided of one full Moyety of the said province or Tract of Land since divided and in severally and now knowne by the name of West New Jersey.

And your oratour sheweth that having expended and laid out a considerable Summe of Money in his said purchase and having occasion for more towards the fting out of himselfe and his family in order to their voyage intended to be by them made to the said new plantation so by him purchased as aforesaid be your said oratour did contract and Agree with one John Ederidge and Edmund Warner for the loan of one hundred and ten pounds ffifteen shillings or thereabouts part whereof your said oratour

did sheweth after take and receive to and for his then present use and occasions And the remainder by the said John Ederidge and Edmund Warner by Agreement betwixt them and your said Oratour was to be-laid out and disposed According to your said Oratour should at any time then after direct and Appoynt.

Fenwick Trusted Them

And your oratour further sheweth that trusting in the care and honesty of the said Ederidge and Warner he your said orator did shortly after vizt in or about the seaventeenth day of July in the twenty seaventh year of his Majestyes Raigne by good Assurance in Law grant and demise. All those the said Tenn partes so by him purchased for great and valuable Considerations as aforesaid except as in such Assurance is expected unto the said John Ederidge and Edmund Warner their executors and Administrators for and during the terme of one Thousand years which said Lease so made was upon Speciall trust and Confidence (and so thereby declared) in them the said Ederidge and Warner reposed that they out of the Annuall or other profits to be had and received out of the said premises or by sale of such numbers of Acres of the same And According to such rates as were agreed on betwixt them or as your orator had himselfe before that time sold other partes thereof should in the first place satisfie and Reimburse themselves the said one hundred tenn pounds fifteen shillings or what other summe more or less should by them or either of them be paid out and employed for and on the behoofe of your said orator or to his use or account and after shold satisfy and pay the severall Debts and Summes of Money contayned in a schedule to the said Lease annexed unto the Severall persons therein specified As by ye said Lease (if your Orator had the same to produce to his honble Court) would appear.

Deceitful Claims

But now so it is may it please your Lordship that the said John Ederidge and Edmund Warner having upon the Executeing of the said Estate to them as aforesaid got into their hands and custody the severall deeds Evidences

and writings belonging unto your said Orator and which were to make out his right and title to the said premises so purchased as Aforesaid. Have since combined and Confederated themselves together with certain persons unknown to your orator whose names when discovered he prayes may be made parties hereunto with Apt matter to charge them.

And having an unjust purpose to defeat and defraud your orator of the whole benefit of his said purchase have not only neglected the payment of a great part of the said one hundred tenn pounds fifteen shillings to your orators order and direction And According to the Agreement betwixt them and your orator made in that behalfe but also the discharging of the said debts and severall summes of money in the said schedule mentioned.

And in further prosecution of their unjust purposes doe give out in speeches that the said demise for one thousand years so to them made by your orator as aforesaid was and so intended to be an Absolute Lease and estate of the same and that the money by them paid to your orators proper handes was so by them paid as a full and absolute Consideration for the same. Whereas they well know and are satisfied in their consciences that the said Lease so made and Consideration for the same was not otherwise or to any other purpose or intent whatsoever then as by your orator is already set forth. And that the premises or any part hereof might have by them been sold at much greater rates then what you said your said orator had sold at before so as the whole trust might have been performed by sale of a small part of the same.

All which Actings and doings of the said Ederidge and Warner and the said other Confederates are contrary to Equity and good Conscience. And tend to your orators great prejudice and damage In tender consideration whereof and Inasmuch as your orator is altogether Remediless by the strict rules of the common laws And nowhere to be relieved but before your Lordship in this Honorable Court where breaches of trust are properly Relievable.

**Accounting Desired
Payment Had Been Offered**

And for that your orators witnesses who shold prove the same are either dead or removed unto fforraigne places beyond the seas so as he cannot have the benefit of their Testimony to the end therefore the said John Ederidge and Edmund Warner may true and perfect answer make to all and singular the premises and in particular upon their Corporall oaths may set forth and discover what money in particular was by them paid to your orators own proper hands and how much to his order and for his use and to whom paid by name upon what Consideration or by what Inducement did they or either of them pay such Moneys. Why and upon what Account did your orator make such lease to them as is before expressed was not the same made upon the Agreement and for the Consideration before set forth or for or upon what other Agreement or Consideration. Did not your orator or some of his friends and on his behalf make friendly and frequent Application to them to give Account of what money they or either of them had pay'd or laid out to or for him on his Account. Has not the said John ffenwick himselfe or some other by his direction or on his behalfe at severall times since the execution of the said Conveyances as aforesaid and in particular in the months of July, August or September last made tender of the said one hundred ten pounds fifteen shillings and ready payment at the same time offered of all such other money as they or either of them would truly charge him or themselves withall to have paid to your orators order or account or otherwise laid out or employed for and on his behalfe and demanded a Reconveyance of the said premises and delivery of all his the said John ffenwicks evidences an and writings.

Have not the said Edridge and Warner often formerly pretended that they could not make sale of any the premises at such rates As were by your orator and them Agreed on or as your orator had himself sold the same either for satisfaction of their own debts or payment of the severall Creditors in the said schedule mentioned. Have not they the said Ederidge and Warner or one of them desired payment of

their said money Aledging they cold (sic) better improve the same for that in truth they neither then had nor could gett any part of the premises.

And that the said John Ederidge and Edmund Warner may come to a true and fair Account with your orator in all and singular the matters above specified so as upon payment of the fful money dueto them upon the same they may Redeliver All and singular the Evidences and Writings in their or either Custody or which were to them given or delivered by your orator himself or by any other or on his behalfe or Account And also Assign and Transfferr the Remainder of the said Term for one Thousand years in the said premises so to them made as aforesaid unto your orator or to such other person or persons as he shall direct or appoynt discharged of all sales and Incumbrances by them or either of them or committed in the mean time other then such as they or either of them might lawfully make or doe by reason and authority of some Article, Clause, Covenant or Agreement in the same grant and demise conteyned and that were so made and done before the middle of August last past at or about which time your orator or some on his behalfe did make Tender of the said money with Interest for the same to the said Ederidge and Warner or one of them and that they may Redeliver all and singular the evidences and writings, Register books, Bonds, Bills and Accounts And that your orator may be Relieved in all and singular the premises According to equity and good conscience.

May it please your Lordship to grant unto your orator his Majesty's gracious writ of Ssubpoena (sic) to be directed to the said John Ederidge And Edmund Warner thereby commanding them and either of them at a Certaine day And under a certaine paine therein to be limited personally to be and Appear before your Lordship in this Honourable Court then and there to Answer the premises and further to stand to and abide such order and decree therein as to your Lordship in Justice and equity shall seem meet and your orator will ever pray, etc.

E. Burdett

fflemynge

The Demurrer of the Mortgagees

C. 5. 480. 59

15 May 1677.

The demurrer of John Ederidge one of the Defts (defendants) to the Bill of Complt (complaint) of John Fenwick Complt (complainant).

The said Deft sayeth he is advised that the end of the Compls. bill is to enforce (sic) that debt, and the other defend't. Edmund Warner to disburse a great sume of money to and for him the sd. complt. and to accept of a Lease of Lands in America in partes beyond the seas in trust to repay themselves out of the profits thereof or by sale of some parte thereof at such rates as the Complt. has formerly sold some lands there to pay thereout severall other debts for him the said Complt. upon a suggestion that this debt, and the other debt. Warner did promise to lend the Complt. One hundred tenn pounds and fiftene shillings pte (part) whereof they have already lent unto him Unto which bill hee this defendt doth demurr in Law ffor that it is agt (against) the Rules of Law and equity to Compell him the debt. and the other debt Warner to Lend Lay out or disburse to or ffor the sd. Complt. any sume or summes of money without their ffreewill consent and approbation of the security expressed for the reimbursement of him this debt. and the said other debt Warner.

And it doth not appear by the Said bill that this defendt. and the said other debt Warner are satisfyed with the security in the Bill mentioned but it thereby rather appears to the Contrary. Neither doth it stand with the justice of this Court as this defendt to compell him this debt, to accept of the trust by the bill supposed to bee reposed in him and the other defendt Warner and the rather for that it doth not appeare by the sd. bill That the said Lands in the Bill mentioned are of sufficient value to repay him this debt and the other debt in case they should disburse the Residue of the sume of One hundred and teen pounds fifteen shillings nor to answer the supposed Trust ffor which reasons and for that the said Bill contayns in it nor Equity as the debt is advised and ffor divers other Errors and imperfections therein appearing this debt doth demurr in Law thereunto and doth demand the judgement of this

honble Court if thereunto hee shall be compelled to make any further or other Answer to the said Bill.

F. Venables

This demurrer proves Fenwick's contention that the total amount of 110£ 15s the sum mentioned in the mortgage was not advanced. The entire effort to take Fenwick's one tenth of West New Jersey seems to have been just what Fenwick claimed, fraud and deceit.

Printed Statement in Fenwick's Behalf
Harleian MSS

7001 Folio 301 Library of Congress

"The State of the case between John Fenwick, Esqr and John Edridge and Edmund Warner is printed and published to the intent that the truth may appeare to all persons concerned."

"For that John Edridge and Edmund Warner did not, nor would not perform their trust tho earnestly desired by several letters from John Fenwick of his and many others great sufferings in New Jersey by the neglect thereof, likewise by his friends in England who tendered the 110£ 15s they sent him with interest but it was refused. Whereupon he and his friends were necessitated to fly to the Court of Chancery for reliefe against them, having just cause to believe they intended to defeate him of the whole interest and estate, it being commonly reported by them their abettors and Confederates it was openly published in a printed paper Intitled the description of West Jersey &c. set out about July 1676 and in the maps thereof wherein is expressed that one tenth part of the moyety thereof is conveyed to Edridge and Warner. And of Mr. Langhorne a Counsellor was by some of them prevailed with to send over into New Jersey a letter which was read and published in the audience of great assembly in or neare Fenwick Colony that John Fenwick hath not any title or equitable interest in any foot of land there. John Fenwick being then a prisoner in New Yorke. . Upon which he and all his family were very much damnified in their estates, goods and reputations (as is proved upon oath in Chancery by a person that was present at the publication thereof) which unjust and

scandalous practices ought to be made manifest to the shame of such as continue or promote them."

p. 302

Inter John Fenwicke Ar. plt. John Eldridge et Edmond Warner. "William Maulster, Gent; Maketh oath that he doth know (torn) the plt. John Fenwick and all that went with him. (torn) —Ship being about 150 persons into New Jersey in America were great sufferers for that the plt. had not his deeds to produce in the Countrey, whereby to show his title.

Attachments and Suits Against Fenwick

And upon publishing of Mr. Langhorns pretended letter against the Plts. interest severall persons that had bought land of the Plt. got attachments against him and seized on all his goods and took them to themselves the Plt. being imprisoned at New Yorke.

And this deponent further saith that the Plt. behaved himself civilly and courteously and justly to all persons as far as this Depon't ever knew or heard, he this Depon't being there. And this Depon't further saith that by many false reports raised of the sayd Plt. and for want of his deeds for which the Plt. hath brought this bill the Plt. and his family were brought into a very necessitions condition when he came from thence which was about the beginning of April last past."

Will Malster
ex.

Jurat 14^o die Julii
1677 Coram me Tho;
Esteoust p 8 Paynter
(sic)

Endorsed "The cause of printing the case bet. J. F. and E. W. and Will Malsters oath."

Malster Befriended Fenwick

William Malster one of the passengers on the Griffin had returned to London and gave a true account of the predicament and the troubles of Fenwick.

Fenwick in his "Remonstrance and Declaration" dated March 12, 1678/9 at Fenwick's Ivy claimed that Eldridge and Warner had collected 119£ out of debts due to him in England amounting to £451 and that they had

never made any accounting. Penn, Lawrie and Lucas had given £900 to Fenwick for 9/10 of what had cost Fenwick £1000 for the whole. He therefore had £100 invested in his 1/10 which the competitors claimed belonged to Eldridge and Warner. According to Fenwick's calculations Eldridge and Warner to whom he owed £110 15sh. had received more than he owed them. He mentions a fraudulent deed to William Penn and others for a consideration of twenty shillings.

Fenwick's Remonstrance and Declaration

NOVA CAESARIA, ss.

THE REMONSTRANCE AND DECLARATION, by John Fenwick, Esquire, one of the Lords or Chief Proprietors of the said proprietary, and particularly of Fenwick's colony, lying within the same, sendeth greeting—

Whereas, it cannot be denied, but owned and acknowledged by all that have been and are concerned with me, both in England and here in America, that I bought, with my own money, (besides my great expenses and care,) of John Lord Berkeley, one of the late and absolute Lords Proprietors of the said province, all his royalties in as full and ample manner as James, Duke of York had granted unto him, as by his deed of the eighteenth day of March, 1673, upon record both in England and within the said colony, appeareth.

Penn Persuaded Fenwick

That afterwards (to wit) for the sake of God's own blessed truth, and for my own outward peace, more than for any other obligation which either law or equity could compel me to, I was persuaded by William Penn to reserve the tenth part of my said justly purchased interest to me, my heirs and assigns, for ever, (in hopes to have peaceably and quietly enjoyed the same for a colony) and to sell the other nine parts to him, the said William Penn, Gawin Laurie and Nicholas Lucas, their heirs and assigns, for £900, as by the deed triparte thereof likewise upon record appeareth.

Notwithstanding many illegal practices and designs (which are too many now to mention, because at this time I design brevity,) have been perpetrated

and most ruinously carried on against me and my said interest by these men and their abettors, in order to the ruining of me, my family, and all those that in simplicity embarked themselves with me, and claimed lands under me within said colony.

Fenwick Captured By Armed Posse

That by means of such unchristian perplexities, my person has been several times assaulted, my life often and greatly endangered by forcing a gun laden with many swan shot within four yards of my breast, and a pistol discharged with two bullets within two or three feet of my neck; after my house was beset, my door broken down, and my person seized on in the night time by armed men sent to execute a paper order from the Governor of New York, to whom I was sent prisoner in the depth of winter by sea—his order being to bring me dead or alive;—where he tried me, himself being judge, keeping me imprisoned for the space of two years and about three months,—albeit that it was not, nor could not be proved that I had broken any of the King's laws.

Fenwick Made Accusations

During which time John Eldridge, Edmund Warner, William Penn, Gawin Laurie, Nicholas Lucas, Edward Billings and Richard Langhorne of the Temple, counsellor at law, (who lately was executed for treason,) combined together to cheat me of my whole estate, as by the said Langhorn's letter under his hand which I have, ready to be produced, having therein, as it were, buried me alive; so that my name was never more to be used in theirs nor my own concerns aforesaid.

That Gawin Laurie sent or delivered the aforesaid letter to James Basse, who beng in my colony caused it to be read to all the inhabitants, and it was published afterwards by Richard Guy throughout the said province; in and by which their notorious treacheries and deceit was proclaimed, as well as I was considered naked (for having no estate or interest either in land or goods) as an oak leaf.

Upon the reading and publishing of the said most shameful letter, James Basse and Richard Guy began vigorously to seize upon my said colony, causing the same to be surveyed by

Richard Hancock (my sworn surveyor general) without my knowledge, albeit they knew or might have known that I purchased the Indian interest thereof, at my own just charge, of all or most parts of the land which lieth between a creek beyond Cohanzick, to Old-Man's creek, called by the natives Masucksey.

And further, to the end that they might enjoy this their unparelled fraud, the said confederates, or some of them, wrote many letters to Richard Guy, and others their agents at Burlington, to use all their care and industry, to keep and improve this their illgotten interest in my said colony, and so dispose thereof as by their orders.

Andross Commissioners

And in pursuance thereof, Richard Guy, Edward Wade, Edward Bradway, and James Nevill have done what they could to promote the same (under the pretext of the said Governor's commission, which was for one year or until further order, and since the expiration thereof, (which was in the Eighth month last) by hindering me from disposing of my land and governing the people according to my legal authority, and the government established within this province, which can no wise be legally altered but by the consent of the lords or chief proprietors, their council and assembly summoned by their authority, and this all that are concerned will in time be forced to acknowledge and submit to before the confusion which is now among us can be appeased, and those great and many enormities (which it hath produced be swept away,) for thereby the name and blessed truth of God has been and is blasphemed. And all that owns and profeseth the same is become a scorn, and hissing to the common people (nay even to the natives) who are more righteous in their dealings and love to one another, than those who know and profeseth the truth; but by their deeds (which are not warrantable neither by the laws of God nor the king.) do wilfully rebel against it, which is a grief and burthen to my soul, and the souls of them who groan within, in, and under the sense hereof.

Burlington Colonists Also Protested

That it has pleased our merciful and almighty God now at last to instigate the people at Burlington to stand up and oppose the power, (that has hitherto obstructed the settlement of this part of the said province upon the true basis of the said power and government which is and ought to be within the whole province, as its entire right, and they have met, as I am given to understand, and appointed the 25th ——— month in order to their settlement; nevertheless they seem to be in pursuit of those unwarrantable and illegal conspirators of justice (which was to rob me of my just right and property, in which the people are concerned also) having as it were to attend them at the trial and place appointed, as if my said colony and people therein were to be subjected under them and led by the concessions of their own controversies, which is contrary to law, royalty and good conscience, the customs of all foreign plantations and the said government established within this province, and so has been all the said former proceedings against me, as will be proved to the shame of all that have had a hand therein.

The Magna Charta

For proof of which I desire all sober men further to consider what the known and established laws of England saith—I mean Magna Charta—which has been confirmed by above 32 parliaments, and the 29th chapter runs thus: "No man shall be taken or imprisoned or disseized of his freehold, or titles or free customs, or be outlawed, or exiled, or merchandize destroyed, nor shall the king pass or send upon him, nor condemn him but by lawful judges, or by his equals, or by the laws of the land—we shall set to no man's nod, shall deny or defer to no man either justice or right."

This law is the rule of every just judge: his line, his measure, his weight, his yard, his balance; it is called right itself, and common law because it judgeth common right by a right line, which is the judge of itself.

Fenwick Ruined By Unfair Methods

Now where is the judgement, where is the sentence or decree by virtue of

this law that has condemned me to die, or to have no society among these men in this affair nor to enjoy my own property? Where is the sentence by this law that has taken from me my property, justly purchased, right, title and interest, and divested me of all my freeholds, liberty and free enjoyments? Where is the decree to be found grounded upon the said law, that doth declare that my whole estate pretence whereof the said John Eldridge and Edmund Warner wished to secure themselves 110£ 15s and pay my other debts as by the deed of mortgage and trust (which counsellor Saunders saith in his case under his hand witnessed by five sufficient witnesses, is proved) is Eldridge's credit, Warner's, and not mine, which neither law nor equity consider. Because, 1st, they never paid anything for it; for the account mentioned in the deed was not stated by them, as they promised me before I executed the said deed, that I might sign the same to them, and they likewise to me. 2dly. That the debts which they undertook to pay out of the said sum remaining in their hands for that purpose, they never yet made it appear that they paid the same, nor did they ever pay me the said sum of £110, 15s any otherwise.

And 3d. They sold not one foot of my land to pay any of my debts mentioned in the said security by John Eldridge in his confessions before many witnesses; but made a fraudulent deed of my temporalities (those 140,000 acres was excepted out of the security given William Penn as aforesaid) to William Penn, Gawin Laurie and Nicholas Lucas, in consideration of 20 shillings, to cheat me (as the counsellor Saunders saith further in his case.) Besides they have received (by virtue of a letter of attorney which I gave them for their further security) £119 out of £451, which they should have received for me, and as yet never gave me any account of. Oath is made thereof in Chancery, where they refuse to answer and give me a just account, (that so it might have been, or now, determined for me or for them,) because they pretend they cannot swear, whilst their consciences have been and is so large as to endeavour all along to cheat, circumvent and go beyond me; and that with open face thinking

to weary me and all that anywise assist me, and so to ruin me and mine out of all we have, by boasting of their great purses and multitudes of their confederates with them in these their hellish designs. But I doubt not of their being disappointed and frustrated in their hopes, as that their grand jesuitical councillor Langhorne was. For the righteous God, whose wrath has been revealed from heaven, in all ages, against all ungodliness and unrighteousness of men, neither slumbers nor sleeps—neither doth the aforesaid law, for the breakers or alterers thereof has been generally punished by the execution of 44 unjust judges under one king, and many more since under others. And for any to alter the established laws in any part by force, is judged by parliament to be high treason, as also, if any go about to subvert them is likewise noted high treason.

Fenwick Bravely Proclaims His Intentions

Forasmuch, therefore, as law, equity, and good conscience, the same government and customs of this and other provinces, every way pleads for my just right, title, interest and present possession of this my colony, I do henceforth resolve and do hereby declare, that I will assume my said lawful and absolute power and authority, desiring all the king's loving, peaceable, and obedient subjects, and in his majesty's name, do hereby will and require them and every of them inhabiting within my said colony, to take notice thereof, and to yield obedience hereunto.

For it is invested in me, by virtue of his majesty's letters patent here exemplified under the great seal of England, granted at my request according to law to justify my said interest, which I derive from the said Duke of York, granted to John Lord Berkeley and the said Lord Berkeley's grant to me. So that no man can claim any right to any part of the said Lord Berkeley's late interest, but what they claim under me as aforesaid, And accordingly I will put my said power and authority in execution, in settling the grievances within my said colony, according to that government which has been and is observed and settled within the said province, and to gov-

ern his majesty's subjects according to the concessions and laws established by the said John Lord Berkley and Sir George Carteret. And I shall and will forthwith choose a council, and issue forth my precept (with their advice) to call an assembly, to set within my colony, that it may be settled, and the people's rights and properties preserved together with the public peace. And thereby suppress or prevent all mutinies, insurrections and confusion. That so we may be in a capacity to associate with other his majesty's plantations, our neighbour provinces and colonies, against his majesty's and our public enemies, whenever they attempt to disturb our peace. Given under my hand at Fenwick's Ivy, the 12th day of the First month, commonly called March, in the 31st year of the reign of the king, and in the year 1678-9.

FENWICK.

From: An Historical Account of the First Settlement of Salem in West Jersey, By John Fenwick, Esq. pages 37-45.

Jasper Dankers Journal

In Jasper Dankers journal of 1680 published by the Long Island Historical Society, he gave what was probably the local gossip of 1679 in America about John Fenwick's actions as follow: "Byllinge a brewer of London failed there. Berkley who was a great friend of his and frequented his brewery daily, came to his brewery and told him that as he, the brewer was a broken man, he could advise him how to recover his fortune: that if he would furnish him a sum of money he would by authentic writings make over to him a tract of land the King had given him."

Billing's Supposed Deal With Fenwick

"The suited the brewer very well, who succeeded in obtaining the money from his friends and this land was accordingly transferred to him. But as the affairs of the brewer would not permit him to act himself, he had a friend named Fenwick, also a Quaker, who was to transact the business in his own name, for him the brewer, in consideration of which Fenwick was to enjoy a tenth of the whole westerly part." Fenwick managed it in his name that he could soon have stripped

the other of all, but means were afterward employed to compel him to be satisfied with his tenth. Fenwick had letters printed and circulated everywhere in which he described this portion in glowing colors," etc.

"Fenwick being in debt in England was arrested on the eve of departure and compelled to leave the original letters of authorization in the hands of his creditors and could obtain himself nothing but copies thereof. With these he arrived in the (Delaware) South river and demanded the country from the chief rulers who required the production of his authority, which he refused a long time, but not being able to obtain justice he brought forward his copies to show them, whereupon these principal men referred him to their sovereign governor at New York who has not been able either to reject or admit the claim."

Unlucky New Jersey Colonists Under Government Of New York

"They landed however after some tumult but without bloodshed and have remained there, constantly bringing more people and the Governor tolerating them. Every one of the purchasers who arrives here is at a loss to know what he has bought and so settles down where he thinks best leaving it to be determined hereafter: but finding more land has been sold than can be delivered looks out for himself. Inasmuch as they are thrown under the Government of New York they have two small courts to decide trifling cases in order thereby to save travel." Dankers also mentioned that "many persons bought pieces of land parceled out only on the map according to the imperfect knowledge which they then possessed, first into tenths of which Fenwick had one and then each tenth into hundredths embracing, water, morasses, swamps and marshes, so that these poor people bought they knew not what."

Fenwick's Treatment of the Indians

The writer in his book "Indians of Southern New Jersey" disclosed the fact that the very first deed for land bought of the Indians by Fenwick, November 17, 1675, a short time after his arrival contained this remarkable revelation of his character, "excepted always out of this grant the town and

plantations of which they the said Indians now inhabit and useth for and until such time only as they shall think fit to remove from the same."

Fenwick was the first and only colonizer to safe guard the future of the innocent Indians by protecting them with the right of domicile as long as they wished to remain on the land they had sold. It may have been that others intended the Indians should remain on their lands but Fenwick was the only person who was thoughtful enough to stipulate it in writing so there could be no future misunderstanding. Fenwick had no trouble with the Indians. There is not even a record of a complaint from one of them. They must have considered him a real brother.

Generally speaking the primitive Indians elsewhere got a "rotten deal" but no Indian ever shot an arrow or threw a tomahawk at Fenwick or his people. There is not a single instance on record of any hatred between the Indians and the white settlers who came with Fenwick on the Griffin. Fenwick was an honest man in his dealings with the Indians. This being the case with untutored "savages" why should he try to take advantage of "Christians", "People of God", or others.

A Pioneer Colony

John Fenwick founded the first permanent English speaking settlement on the Delaware river in November 1675. His fortitude, trials, humiliation and distress must always excite a mixture of pity and admiration.

Some were mystified for many years regarding the cause of Fenwick's trouble with his land sales. The mortgage he gave to John Edridge and Edmund Warner just before he left England for Salem was not recorded in New Jersey. Fortunately it was found by researchers in London, for the compiler, who is inspired to place it in complete form for those persons now interested as well as for those of future generations. It was a lucky find.

Andross and Other Antagonists

The bedeviled life of Major John Fenwick in Salem Tenth or Fenwick's Colony has certainly aroused the sympathy of every person who has read

the widely separated annals of his courageous contest against all the evil that beset him from every quarter. One of the most unsatisfactory, if not despicable, men that ever governed or misgoverned an English Colony was the smart Sir Edmond Andross. He was like a hawk. He made trouble wherever he served all the way from Delaware River to Cape Cod. However it now begins to appear that Andross may have been considerably influenced by Fenwick's antagonists in England. After the schemers, arbitrators, competitors and trouble breeders had almost finished their nefarious attacks on Major John Fenwick he was a man who did not know which way to turn. He was robbed, harassed and wounded in his heart and died unmourned and unsung, and was buried in an unknown spot in the most lovely part of what was left of his one time great domain, in Mannington Township, near Major's Run which of course was named for him.

The writer spent his boyhood days in Mannington and Pilesgrove and feels that he should pay some tribute to Fenwick's defense of himself in America. One may think that when Fenwick, in his barge, was rowed down Major's run or Nikomus' run to Salem Creek, thence to Ivy Point, at Salem, that he had a right to enjoy the benefactions of the forests. But did he have a chance even though he did have a "great gun." Over in New Castle, in New York and thousands of miles away in London on the Thames, and probably elsewhere, were those who connived with their military, their poisoned pens, and what not to annihilate the fortune, health and spirit of Fenwick.

The will of John Fenwick is a soul stirring human document. The inventory of a part of his personal estate like his will throws some light on his last days on earth.

Fenwick Denied the Right to Hold Courts

The Court at New Castle by order of Governor Andross claimed jurisdiction over Salem county and placed a poll tax on the inhabitants of Fenwick's Colony, November 9, 1677. Sixty four persons were listed as being on the New Jersey side. Ten more were assessed by the Upland Court, No-

vember 13, 1677 in what is now Gloucester County.

Several suits were brought against Fenwick while he was a prisoner at New York. Samuel Hedge and John Adams were plaintiffs in suits against Fenwick April 4, 1677.

Michael Barron was one of the men who went with twelve soldiers from New Castle to Fenwick's house to take him by force or kill him if necessary in December 1676.

New Castle Court Taxed Fenwick's Colonists

Poll tax on sixty four male persons in Fenwick's Colony November 9, 1677.

Jan. Hendrix
David & Peter Hendriks
Isaac Savoy
Mathias Neelson & man
Mats Matson
Peter Roelofs & Son
Lucas Peters & 2 sons.
Jan Erix
Poul Mincx
Jan Hermsen Krull
Mr. Outhouts 2 servants
Will Gilyamsen
Claes Jansen
Mach. Lacroa Sr.
Cach. Lacroa Jr.
Jan Lacroy
Aert Jansen
Stephen Jurians
Lace Hendriks
Math. Bertelson
Erik Jurians & servant
John Tingell
Jan Cornelyss
Mach Baron & 2 sons
Tho. Arnold
Gerrit V. Inmen
Joh. V. Immen
Jelles Giljamson
Hans Schier
John Pledger
Hipolet Lafever & servant
John Smith
Sam Nicolls
Sam Hedge & neger
Roger Huggings
Edward Chamnies & servant
Anthony Padge (Page)
Will. Goodchild
Will. Wilkissen
Will. Moestersman
John Fuller
Marcus Ellegart
Rich. Guy & 3 servants
Thom. Watson

Thos. Dodwell & servant

John Smith

Abram Enloes

John Nicolls

John Adams was taxed on the west side of the Delaware by the New Castle Court. Fenwick himself was a prisoner at New York.

Upland Court Taxed Persons Too

Upland Court, Poll tax list of ten males in the Fourth tenth (Gloucester County) November 13, 1677.

Oele Dircks

Will Bromfield

Juns Justasse

Lace Colman

Hans Hofman & 2 sons

Peter Freeman

Moens Junsen

Poull Corvorn

Robert Wade and Richard Noble were among those taxed on the West side of the Delaware River. The first tax list of Gloucester county, after its court was established in 1686, page 282. Notes on Old Gloucester County, Volume, II, shows some of the above names. Between 1681 and 1686 the Burlington County court had jurisdiction over the Third and Fourth Tenths afterwards termed Gloucester county.

Swedes Bought Land Of The Indians

Swedish Governor John Printz purchased lands of the Indians between Mantua and Raccoon creeks, in 1649. These two creeks are now in Gloucester county.

Fenwick's will was written on seven sheets of paper each one of which was signed by him. The signatures mutely testify that he was on his "sick bed." Each one from the first to the last grows weaker. The last one indicates that Fenwick was very weak and unable to firmly grasp his pen.

John Fenwick's Will

Page I

"I John ffenwicke, late of Bindfield, in the Countie of Bersh'r within the kingdom of England, Esq. the late absolute lord or Chief propriatary by law and survivorship of the province of New Cassaria or New Jersie and now of ffenwick's Collony. Who doth heareby as he hath in the hazarding of my life apeale to the almightie God and doe now apeale to him who is my witness that I never Cheated any Man nor went about to Cheate, Surcomventt nor Deffraude Edward Bill-

ing. But he Gawin Lawry and other his creditors and other theire ffaction, hath most coveteoussly and most unchristionably Delt with me; as I have often Declared and perticularly in my Just Clame and Remonstrance. Whome I Doe ffreely fforgive and hearttily Dessire God the Searchar of all heart to make them Sencible of it that he May forgive them alsoe and Now Being Sicke of Boddy but of Sound and perfectt Memmory praiss-ed be ye Mercifull God and knowing the uncertaintie of this life and the certaintie of Death to all men and Especially to one of My age and thearfore Dessirous to Settle things in order, Doe Make this my last Will and Testamentt Revokeing and Disanulling all other wills by me Made and this to stand in full force and Vertue. In Mannar and fforme following. That is to Say I Dessire my Boddy to be Decently Buried att the Disscreassion of my Exececutors Heare at Ffenwick's Grove and I will that all my Just Debts by payd and Discharged by my heires and Exececutors hear-after named.

"Item. I give and Bequeath ffenwick's Grove which I have Made a Mannar unto ffenwicke Adams for his life and after his Deceass to his heire Males Lawfully Beggotten for Ever and for want of Such heiress to Samuell Hedge the younger for his life and to his heirs Males of him Lawfully Begotten and for want of Such heirs to John Chamneys for his life and the heire males of him Lawfully Begotten, and for want of Such heiress to Walter Adams for life and the heire male of his Boddy Lawfully Begotten and for want of Such to Rogger ffenwick, my nephew, Eldest son to My Deceased Brother Capitaine Ralph ffenwicke for life and after his Deceass to the heiress Male of his boddy, Lawfully Begotten and for want of Such heiress to his Brother for life and to his heiress Male Lawfully Begotten and for wantt of Such heiress to the heiress ffemals of my Said Grandchildren for Ever. Elizabeth Adams totally Excepted and her heiress for Ever. I give the said Manner as aforesaid with the Apurtinances thearof ffrom and Emediatly after the leasess of one and Twentie years which I have Made hearof unto my Christian and Carefull ffreind Mary

Whit or other or sooner Expiration thereof and In the meane time My Exceutors shall have Libbertie to keep Court Leets and Court Barrons in My Said Manner house and the said ffenwick Adams to have Libbertie to Inhabitt upon Consdition he behave himselfe peaceably with a Christian Love to her; her Husband and Servents not Doubting but she will deserve the Same.

"Item. I will and Bequeath unto the Said ffenwick Adams ffor his life and to his heires Male for Ever and for want of such heires to Samuell Hedge the younger for his life and Successively as aforesaid My house and Land aforesaid at ffenwick's Ivey which I have likewise made a Manner which is to Containe all the land from the

Fenwick

Page II

Mouth of ffenwick River to the Mouth of Monmoth River and up the Said River above. William Penton's plantation and Soe to run in a Strait line to ffenwick Creek and Downe the Said Creek by Marke Reeves plantation and Soe Downe to the Mouth of ffenwick River with all the Incoms and purtinances Belonging when he come to the age of one and twentie yeares.

"Item. I give and Bequeath unto Mr. Samuell Hedge, My Son-in-Law, all that tract of land now called Hedgefeild containeing two thousand acears of land to him and to his assigns in Lue and full Sattisfaction of his Releseing fenwick's Ivey heretofore called Ivey Point and in Lue and Sattisfaction of all Demaunds and Reckonings whatsoever that are between us. Giveing unto him all soe all my clame and right unto the Thousand Accers of land Due unto him by Anthony Page Deed with Anns Grove and The Millars neck which make up the Deed of Mariage which is too Thousand accers mentioned.

"Item. I give and Bequeath unto My Three Granchildren and heires, ffenwick Adams, Samuell Hedge, the younger and John Chamneys for their lives and to the heires male Lawfully Begotten for Ever and Soe Successively of as aforesaid all that tract of land Lying Upon the River heretofore called Chokansick which I will have hereafter called Cesaria River and which is knowne by the name of the towne neck and my will is that it to-

gather with the land one the other side which is called Shruisbury neck and other the lands thearunto belonging which is contained in my Indian purchase and Soe Up the Bay to the Mouth of Monmoth River and up Monmoth River to the head or furthis Branch theraof and Soe In a Straitt Line to the head of Cessaria River all which I will to be called the Mannar of Cessaria and that theare Shall be a Cittie Erected and Marishes and land allowed as my Executors shall See Convenientt as Theare-of Erecting Thearof which I Impower them to Doe and to name the same. fforther my will is that out of the Residue of the land and Marishes shall be Divided Equally amongst my said heires and that ffenwick Divident shall Joyne to the towne and Baccon's Creek wheare my will is thear shall be a house Erected and called the Mannar house for keeping of Court and that the other two Dividents shall Amount unto one Thousand Accers at Lest and all the Income and Rents of the wholl manner be Equally Divided amongst them. Togather with other my Reall Estate Excepting Such parts therof as I shall herein Dispose of and Impower my Executors to Sell During the Minoritie of my Three heires and Granchildren.

"Item. I give and My Will is that my Exceutors Settle Upon Mary Adams ffive hundred Accars of land paying a quitt rentt to the Mannar where it Lyeth to be Settled Upon her att the age of one and twentie provided that She is Edicated and brought Up as my Exceutors Shall see done and that She Mary with theare Consents.

"Item. I give and Bequeath unto Ann Adams five hundred accars of land paying a quit rent to the Manner whear it Shall be Layd out and Settle.

Fenwick.

And Settle the Same Upon her when She comes to the age of one and twentie years provided that She is Edicated and Brought Up as My Exceutors heareafter Named Shall See Convenientt and that She Mary with the Consentt and aprobaton of them and not other wise.

"Item. Do Except against Elizabeth Adams of haveing any the Lest part of my Estate and her heirs for Ever Except the Lord open her Eyes to See

her abominable Transgressions against him, me and her poore father by giveing her true Repentance and forsakeing that blake that hath been the Ruine of her and becoming pennitane for her sins Upon that Condition onely I Doe will and Require my Exececutors to settle five hundred Accers of land Upon her She paying Equally with the Rest otherwise totally Except as aforesaid.

"The crime alluded to was having criminal intercourse with a negro and had a child by him. Such was reported to me by the old people R. G. Johnson." This was written on the original will opposite the second paragraph on this page.

F. H. S.

"Item. I give unto the Daughters of Ann Hedge if Shall happen to have five hundred Accers of land apeace they paying quit rentts to the Manner wheare it Lyeth and to be Settled Upon them at the age of one and twentie years.

"Item. I give and Bequeath unto my Dearely beloved Grandchild Mary Chamneys one Thousands Accars of land. She paying quit rentts to the Manner weare it Lyeth and to be Settled Upon her att the age of one and twentie years provided that She be Educated and Dispose of in marriage by Governor Pen who I desire in all Love for her Deceased Mothers Sake.

"Item. I give unto Walter Adams my Grandchild all that part of the necke or tract of land which Joyns to five hundred accers of land sold to Mary Whit now called Whits Vynyard Contained one Thusand Accars of land for his Life and his heirs male for Ever and Soe Successively as is aforesaid.

"Item. I give all that tract and necke of land and Marshes Which Michall Browne unjustly Clames unto Walter Adams and to the Second Son of Samuel Hedge if he happen to have any for theare Lives and after their Deceas to the heir males of their boddys Lawfully begotten and Soe Successively as is aforesaid.

"Item. I give all my Housshold stuffe att ffenwick's Grove unto ffenwick Adams and my will is that my ffreind Mary Whit have use of them till he com to age and then not to be Removed nor Sold by him nor no ways Imbezilling the Same nor to call her

to accompt for any wast therin. She takeing all Dilligentte care to preserve them by her huswifely using and no ways ways Imbeazelling them and my bookes heare att ffenwick Grove and att ffenwick Ivey be carefully keptt in a Chest for that purpose ffor the use of my heirs. Especcelly for him that is the best Schollar of them an Delight therein and for my household goods at Ivey poynt I give to ffenwick Adams nott to be Imbeazalled butt to Remaine their for the use of my heirs and my Exececutors when they have occassion to whom I Committ

Fenwick.

the Custodie of Keeping of my Deeds Evidencies and writing Consearning my wholl Estate and I apoyntt M. Samuall Hadge, my Son in Law, to be my Secretary and Register for his Life weare I would have his office keptt, as for my wareing apparill my will is thatt ffenwicke Adams Shall have my best Leather Breechees and my new hatt at Ivey Poynt and my coatts and wholl sett of Gilded buttons, my two best wastecoats and three halfe Shurts and my other halfe Shurt I give to Mary Whit and one pair of Sheits I give unto John Adams my large broad hatt at Ivey Popnt and all my Shoes new and old with my gray coatt and my old wascoatt and Drawers and my new frying pan and my will is that my kettle that is in the possession of my Son Hedge I give to my Ann my Daughter, his wife, and My will is Thatt Richard Tindall Shall Injoye the place of Surveyor Gennarall During his Life and Thomas Smith is Deputie for his Life the Said Richard Tindall if he think fitt to take to him another assistance may if he will.

"Item. my will is that my Exececutors Shall have the whole power of my Estate untill ffenwick Adams coms to age and untill Samuel Hedge the younger com to the age of one and twentie years and untill John Chamneys come to the age of one and twentie to Lett, Sell and Disposses of my wholl Estate for the paying of my Debts and Improving of my Estate for my said heirs Dureing their non-age and as they com to age my will is that they may enter upon and have their perticular Shares and Estates and I Doe hereby Dessire Governor Pen to be the Gardian of ffenwick Adams and John Chamneys and not

theire ffathers and that they be maine-
tained out of my Estate in which my
will is that Edward Chamneys Shall be
noe ways Consearne for he hathe
most notorioussly abuse me from time
to time the Allmightie open his eyes
that he may com to Repentance that
he may Show him mercy in forgive-
ing him which I heartily Dessire and
Doe forgive him.

"Item. my will is that my Exececutors Doth Settle the towne of new Salem according to my propossall, order and agreements under my hand and theirs Bareinge Date _____ for I never made any other agreements for Upland to be a Common That most Coveteously and faulsly pretended by the Sower is open faction whom I forgive and Dessire the lord to Doe the Like.

"My will is That my Exececutors Shall Like wise after theire Setting fourth the Towne of Chohanzike that they first agree upon the Lotts that I would have equall if the think fitt and to give every ffree holder a Lott Upon Condition they build upon it as my Exececutors Shall think fitt and to alow Such Large Privligages and Emumities as which Shall be according to the King letters pattens which Impowers me and my heirs as by Severall Mean Grants apeare.

Fenwick

(My will is that Mary Whit Shall have my gra mare and the first colt of her if a mare colt that She be kept to breed and Everyone of my Grandchildren one if they if She Did my will that theire be one bought for that purpose and my Executors not to Deliver them but Such of them as are Educated by them and are Convince of the blessed truth of the lord.) crossed out.

"Item. I give and my will is that my trustie friend Richard Tindall shall have my new Gun and Mary Whit my Small Carbine and the use of my Great Kettle Dureing her life and my will is that my boate Shall be Dispose of by my Executors and She may have the use of it when She Dessires it and that the Same may be preserved for the use of my plantation. My will is that Mary Whit Shall have my Jack horse who I Dessire to take care of him and See that he be not ronged so long as he lives and as often as

any of my Executors have occasion to have him Upon my Service (?) to make use of him and nott Ells, but whom they shall think fitt, and further my will is that my Seal which in the case of waffers at ffenwicks Ivey be kept in the office for my Collony for the presentt use of my Executors and of my heirs when they come to age and my will is thatt my watch and Seal thearunto be delivered by my Exececutors unto Mary Whit to Keepe and make use of untill my Said Exececutors Shall think fitt to Deliver the Same unto ffenwick Adams, or to Either of the other of my Said heirs when they come to age. In case the Said ffenwicke Adams will nott be Reformed as afore Said My Exececutors Makeing use of the Seal as often as they have occasion for and my will is that the hoggs which I bought of Rogger Milton be Kept for the Raising of a Stock towards the Defraying the Charges of my Exececutors and Maintaining of ffenwick Adams as aforesaid.

"Item. I give and my will is that a Darery of 6 Cowes Shall be kept heare att ffenwick Grove and Mary Whit to have the ordering of them and my will is that my Exececutors shall Raise outt of the same a Stock and with the butter and Cheese to Dispose of towards the mentinance and Schooling of ffenwick Adams till he come to age and then to Divide the Stock into Three parts one for him, one for Samuel Hedge, the younger, the other for John Chamneys and my will is that my Exececutors Do Deliver the Severall Shares unto every one of them as they come to age and to own the truth and Live in the same and to such and to non other but whatt my Exececutors in theire good DiscreSSION Shall think fitt my will is that two yoak of oxen be likewise kept upon the premises and one horse to be employed to Improve my plantations according to the good Discreasion of them till he com to age as aforesaid if he answer whatt the lord require.

Fenwick

Require and be Subject to my Exececutors in Education. I ffurther will thatt he shall have my Saddles and Briddles provided that he letts John Chamneys have one for a horse which

I Dessire my Execeptors to buy for him the Said John Chamneys Upon his Subjecting himselfe unto them to be Educated.

"My will is that my Execeptors Shall take care of my Deeds and Writings and noe ways Suffer them to be carried or removed out of the colony nor suffer any alteration to be made of the agreementts, orders and Methods by which I have acted in the performance of my part and for the behoofe and benefitt of my Residentt purchassers who ought to have the benefitt and vantage thearof and non of the other that have betrayed my Just Intrest, who Shamfully obstructed the Settlement of my Collony, and hath Either Refused to seat their own tracts of land or Endeavored by Sinister ends and ways to gett the possession their of Contrary to law, order and Measure, Equitie and good Conscience and I Do Alsoe Authorize and Apoynt Mr. Samuel Hedge, my Son in Law, to be the Secratary to my Execeptors if he will Except thereof, otherwise my Execeptors according to theare authoritie apoyntt another and my will is that William Wilkingson be Clark to my court Leets and Courts Barrons untill my Execeptors See good cause to Remove him and my Execeptors Doe Chuse and apoynt Sum honnest, able man to be the Steward Thereof and alow him a Compedent Sallery for the according to their Discretion and I Doe apoynt, authorize Dannial Smith, my beloved friend, to be the Coroner of my Collony and further I give and my mind is that Martha Smith, my Christian friend to have a ten accar lott in the towne of new Salem and two lotts of land att Chohansick att the towne Intended one the River Cesaria Equall with the Rest when Settled as before is apoynted and Lastly my will is that my Execeptors be called to accompt Thomas Chaunders, Blake Smith, for an Iron Chest which cost five pounds in England and a pair of milstone and other things to the vallue of twentie pounds as by a perticular note under my hand.

"And further I Doe Nomminate and apoynte Governor William Pen, my much Esteemed friend, to take Upon him the trouble of being one of my Execeptors and for his eass of Carr-

ing one all the Trust afore mentioned and Settling of my Collony according to his noble and Christian promisses and agreements, order and methods which hath been observed and executed by me ever since my arrivall that Soe noe Sower Spirited and Selfe ended men Interrupt or Disturb the Same I Doe Likewise apoynt John Smith of Smithfield and Samuel Hedge of Hedgefield and Richard Tindall, of Tindall Bowerie, my Said Surveyor Generall which I Dessire in all love to be my Execeptors Likewise for whose trouble I give and Bequeath to each of them five hundred accars of land and to Deduct all Charges out of my Estate which they shall

Fenwick

Shall be putt unto and further my will is thatt their be nothing performed acted or Don by my Execeptors afore mentioned Singglely or a part butt by the Consent of them all unless it be occassioned by any Refusing to or through the multitude of Bisness in which case their or his approbation shall be a Sufficient Excuse for him and authority to them to act according to Law and further my will that Edmond Warner and John Ederridge be Brought to an accompt in order to the Recovering of the Lease of a Thousand Years for they Choyce the collattall Securities to pay themselves and never gave me a just account above four Score pounds and ten pounds which I left in their hands to pay my debts according to my Remonstrance the Righteous God be my witnes that it is True in sume and Substance and that they with the assistance of there confederates that have ben the cause of my trouble for the eight years by false imprisonments, Ellegaly Ceasure of my Estate and Blasting my good name and taking away my Credit by all which I my Children and planters have ben Damnified many Thousand pounds and this is truth and I Declare this to by my last will and Testament. In Witness whereof I have Sett my hand Seal att ffenwicks Grove Upon my Sicke bed This Seventh Day of August 1683 To Seaven Sheits of paper fixed Together Under my Seal

FENWICK

Signed, Sealed, Published
and Delivered By the above
named John ffenwick thatt
this is his last will and Testament
and that he made null and voyd all
fformer wills in the presences

Thomas Yorke als. Cary
Tho. Webley

Produced and proved in Court
held in the Town of New
Salem on the 16th. day of
April 1684

Present

James Nevill

Edward Wade

Andrew Thompson

Justices

Recorded the 5th day of May 1684

P me Samuel Hedge, Recorder.

One of the odd things about Fen-
wick's will is that he did not mention
his wife who survived him in England.

Inventory of Personal Property

of

John Fenwick Esq., Dec'd.,
made December 17, 1683

"An inventory of all the goods and
chattels of John ffenwick Esq., de-
ceased, being taken & praysed this
17th day of December 1683 by us Mr.
William Brathwaite and Mr. Hypolitus
Lefever, Apprayers. Impr:

	£	s	d
1 feather Bedd, boulder,			
2 pillowes, 1 shuite of cur-			
tains & vallians & 3			
blankets, all ould	01	15	00
1 hammock & 2 cotton			
quilts 2 pillowes & 1 boul-			
ster & 2 green curtains	00	12	00
1 hayre trunck, 1 cedar			
chest & 2 boxes, ould	00	08	00
4 Ould chaires & 1 stoole	00	12	00
12 new plates, 6 ould ones,			
1 pewter flaggon, 2 pye			
plates, 1 cullinder, 2 potts,			
2 tankards, 1 small cup,			
1pinte pott, 1 salt seller	01	16	00
6 brass pannels, 6 ocimy			
spoones	0	15	6
1 ould copper, 1 copper			
kettle, & 2 small brass			
kettles	01	05	00
1 Iron pott, 1 brass pott	00	07	08
1 brass mortar & pestle,			
& 1 bell mettle mortar &			
Iron pestle	00	08	00
1 Ould gridd iron, 1 p'r of			
pott racks & hooks 1 p'r			
of broken tonges, 2 And-			

irons & 1 Iron hooke	00	03	06
1 Jack & chaine	00	16	00
3 candlesticks, 2 brass,			
1 iron	00	02	06
1 large Gunn	01	10	00
1 brass skimer & iron			
dripping pann	00	02	06
2 sadles with bridles &			
furniture	01	00	00
4 wedges, 1 box iron &			
2 heaters, 1 p'r of maule			
rings	00	07	06
3 spades & 1 shovell	00	05	00
1 hand bill, 1 hatchett,			
1 set of harrow teeth	00	07	00
80 lb. of nayles	01	10	00
2 plaines, 2 hoes, 1 ould axe			
2 white chamber potts, 1			
bason, 1 p'r of bellows,			
1 spitt, 1 copper pott,	00	04	08

14 07 10

Hipolitus Lefever

William Brathwaite

1 p'r of stillyards	00	05	00
1 p'r of Cam hookes, 1 iron			
hooke	00	02	00
1 Rush collar, 1 leather			
collar with haimes, cart			
saddle & appurtences to			
them	00	11	00
3 lines	00	01	00
1 Irish Cart	00	02	06
1 steene of bell mettle	00	05	00
1 case of knives	00	06	00
1 dowe tray, 1 tagging an-			
vil, 1 board with irons to			
write on, 1 horne, 1 look-			
ing glass, 1 pair of pincers,			
1 tin candlestick, 1 cheese			
press	00	06	06
1 Iron ladle, 1 cruisable,			
1 doz. & ½ of tinn cake			
pannes, 1 tin box for wash-			
bolles, 1 Sponge, 5 stock			
locks, 3 halters, 1 lyne, 1			
sawdering iron, 1 ould tin			
pott, with 5 gimblets &			
1 aule, 3 hinges, 1 boul,			
1 round box with farthines			
& burgimy pitch	00	10	00
1 bundle of nayles, 8			
glasses, 1 lathing hammer			
13 gallipotts, 12 girt			
buckles	00	01	06
1 runlett of powder &			
1 peece of lead	00	07	06
1 butter tubb, 1 dowe			
scraper, 1 iron ffrowe, 1			
wooden press, 1 piggin, 1			
earthen jugg, 1 cheese vat,			

2 round dishes	00	02	00
1 nett bagg, 1 stand for a booke, 1 curry comb, 1 drawing knife, 1 p'r of garden sheires, 1 maine comb, 1 mould staffe & graines	00	02	06
1 Steele mill, 1 paddlock	00	06	00
2 augurs, 1 hammer	00	06	08
1 pitt saw with file and rest	00	11	10
1 falling axe, 9 baggs, 1 iron back, 1 rasp	00	04	00
1 wainscott box, 1 standish, with ceverall small things in it	00	03	00
1 greene cubboard cloth and greene carpett	00	10	00
1 Turkey carpet, small	00	00	04
1 large earthen pott			
1 seile skin case with 2 raysors, 1 hone, 1 penn knife, 1 bodkin all tipped with silver, 1 p'r of Cisers in it	00	12	00
1 doz. of Knifes	00	03	00
1 pewter bottle, 1 hone, 1 p'r of marking irons & case	00	02	06
	6	1	10
	14	7	10
	20	9	8

Hipolitus Lefever
William Brathwaite.

The Probate of the Will of John ffenwick Esq., Dec'd

Province New West Jersey

"Att a Court held in the Towne of New Salem ye 16th day of April 1684 P'sent James Nevill, Edward Wade, Andrew Thompson, Justices.

Whereas John ffenwick Esq., late proprietor of Salem Tenth in the Province aforesaid, Deceased, Did by his last will and testament nominate & appoint Wm. Penn, Proprietor & Governor of Pennsylvania, and the Territories thereunto belonging and Proprietor of Salem Tenth aforesaid etc. Samuel Hedge of Hedgefield, John Smith of Smithfield and Richard Tindall of Tindall's Bowery of the same Tenth & Province aforesaid to be his executors.

"And Whereas the said executors did produce and prove in Court the said will and allow an Inventory of the Estate being appraised by Mr. William Brathwaite and Mr. Hypolitus Lafever

of the said Tenth & Province, Gent.

"The Court doth therefore admitt the said executors to take unto their possession all and singular the Estate both reall and p sonall of wht kynd or quality soever. And doth fully Impower them to dispose of the same as executors. They having already given security according to the Lawes of this sd Province for the performance of the trust in them reposed. Given under our hands and seales this 2d day of May in the year of our Lord 1684 and in the 36th year of the Reigne of Charles the Second King over England, Scotland, France & Ireland & etc."

Nevill Suggested the Removal of Fenwick to Pennsylvania

In Volume I page 55, Pennsylvania Archives there is a copy of a letter of Nevill to Penn dated March 3, 1682/3. Nevill said that since Penn had been there [Salem] a meeting had been held of the principal people to the number of about sixty persons. "Fenwick did not appear but his son Hedge told me his father would not do anything until he had been with thee. I have sent thee herewith his commission desiring it may never come to his hand." In a postscript Nevill wrote "I think it best to settle John Fenwick in the Prvince of Pennsylvania and remove him, so that he have no interest or claim here." Nevill seems to have been as "crooked as a rams horn" in this thought. The idea that John Fenwick should not be permitted to live in his own colony where he owned 150,000 acres of land was preposterous and Penn was for once at least on the side of Fenwick who was soon to pass away.

Penn Followed the Advice of Nevill about Penn's Neck

May 23, 1683, James Nevill wrote to Penn expressing the hope that the Neck "is in thy remembrance and will be brought into thy limits, otherwise town and county will be of little value. Nevill wanted Penn to take the town of Salem in his lot because if Fenwick "should keep his Court Leet and Court Barron here it would much weaken our authority and parties would be made". Fenwick had always contended for his right to keep a court in his colony and Penn had conceded that right which did not please the brilliant Nevill.

Nevill sent Penn a list of sales Fenwick had made "since his conveyance to John Eldridge and Edmond Warner" totaling 12500 acres, also Fenwick's sales in England. There are some discrepancies in the figures. See Volume I, New Jersey Archives.

Penn Got Penn's Neck

April 13, 1684 the executors of Fenwick made a deal with William Penn whereby the latter took possession of the neck of land between Oldmans and Salem Creeks eliminating tracts that had previously been sold by Fenwick. This choice part of Fenwicks colony has since been known as Penns Neck. Its two principal towns of Penns Grove and Pennsville also memorialize Penn. Fenwick's reservation of 150,000 acres contains nothing but a little tablet and a small monument to commemorate him. William Penn, Sam'l Hedge, John Smith, Richard Tindall, Arthur Cooch and James Nevill all signed the agreement. Nevill and Cooch were witnesses.

William Penn, Samuel Hedge, John Smith of Smithfield, and Richard Tindall, Executors of Fenwick, executed many deeds. The question is when and where did they make a report of the settlement of Fenwick's estate. Curiosity is aroused. Fenwick made a meticulous will. For some reason practically no attention was paid to it. His trust in William Penn was probably rendered void because Penn was too busy and he acted mostly by proxy if at all.

Lawyer Investigated Fenwick's Estate

Judging by some original papers of John Jones, Esq., it is quite evident that he for some purpose made an investigation of the land titles of John Fenwick, also the items affecting land mentioned in Fenwick's will. The purpose of the investigation and why it was made is now problematical. The writer suspects that one or more of Fenwick's descendants tried in 1736 to learn something about the remainder of Fenwick's land. Fenwick certainly never intended that his executors should settle his estate in the quickest possible time. His will precludes that thought or plan.

John Jones Noted Salem Lawyer

John Jones Esq., during May and June 1736 made some memorandums of the heirs of John Fenwick and his land titles as follows: The items 1, 2, 3 & 4 were copied complete by Jones.

1 Letters Patents King Charles II to James, Duke of York, 12th March, 1663.

2 Deed of Bargain and sale James Duke of York to John Lord Berkley and Sir George Carteret June 23, 1664.

3 Deed of Bargain and Sale John Lord Berkley to John Fenwick for one undivided moiety or half part of New Jersey, March 18, 1673/4 Deed enrolled in Chancery.

4 Indenture Tripartite, John Fenwick of the first part, Edward Billing of the second part. Wm. Penn, Gawen Lawsy and Nicholas Lucas of the third part. February 10, 1674/5. This covered 9/10 of West New Jersey and was conveyed "in trust." This deed recites the equitable interest of Edward Billing.

Jones' copy states that the consideration was 400£. This disagrees with Col. Johnson's copy of Fenwick's Remonstrance and Declaration which stated 900£.

5 Deed of Mortgage. John Fenwick to John Eldridge and Edmond Warner July 17, 1675. This covered 1/10 of one half of New Jersey.

6 John Fenwick to William Penn for all of Fenwick's 1/10th excepting 150,000 acres March 23, 1682.

"Fenwick Adams died without male heirs but left heirs females.

"Walter Adams, a brother of Fenwick Adams died without heirs.

"Elizabeth Adams was daughter of Elizabeth Fenwick and John Adams whose issue are all ye heirs of Elizabeth Fenwick now living."

Names of John Fenwick's Daughters

"Priscilla Fenwick the youngest daughter was married to Edward Champneys. Died many years before her father."

"Elizabeth Fenwick ye eldest daughter was married to John Adams. Survived her father."

"Anne Fenwick the middlemost daughter of John Fenwick was married to Sam'l Hedge. Lived many years after her father."

"Anne Dixon own cousin to John Champneys, Elizabeth Fenwick's grand daughter."

"June 30th, 1736"

Anne Dickason, grand daughter of John Fenwick and her husband, John Dickason, Nov. 30, 1702 sold 100 acres of land inherited under Fenwick's will. It was part of 500 acres surveyed to John Dickason, October 8, 1702, maybe when his wife reached the age of twenty one.

Extinction of Fenwick's Lease to Mary White

James Nevill, Agent for William Penn, John Smith of Smithfield, Samuel Hedge, of Hedgefield and Richard Tindall of Tindall's Bowery, executors of John Fenwick, November 15, 1687 wiped out the life interest lease Fenwick had given August 2, 1682 to Mary White and to her husband, if any, when she deceased. This lease covered 3000 acres and all of the buildings of Fenwick's Grove Manor reserving the liberty of keeping Court Leets and Court Barons in the manor house. The cancellation of the lease was made in a deed for 500 acres, to Mary White and Thomas Yorke who probably intended to marry. The following is a quotation from the deed. "Now know ye that for and in consideration of the sum or value of three score pounds being the surrender of a lease and improvements of Fenwick's Grove by Mary White of White's Vineyard of the said Tenth and Province of West Jersey, spinster. The receipt whereof is hereby acknowledged by the said William Penn, Samuel Hedge, John Smith and Richard Tindall. As also for divers other good causes and considerations them the said William Penn, Samuel Hedge, John Smith and Richard Tindall hereunto especially moving. They the said William Penn, Samuel Hedge, John Smith and Richard Tindall have given, granted, bargained, sold, aleined, enfeoffed and confirmed. And by these presents doth give, grant, bargain, sell, alein, enfeoff and confirm unto her the said Mary White and Thomas Yorke of Fenwick's Grove in the Tenth and Province aforesaid, planter and to their heirs and assigns forever five hundred acres of land, marsh and swamps, situated, lying and being in the said Tenth and Province aforesaid and joining to Thomas Piles land on Nicomisses Branch as by the certificates thereof hereunto annexed may at large appear.

All which said 500 acres of land, marsh and swamps together with the rivolets, quarries, woods, profits, commodities, advantages and other hereditments whatsoever belonging or in any wise appertaining to the said Whites Vineyard and tract of 500 acres of land, marsh, swamps and premises. And also all the estate and right, title, interest p'ptie, claim and demand whatsoever of them the said."

Mary White and Thomas Yorke were to pay five bushels of winter wheat yearly. The deed seems to convey not only the 500 acres of land but also defends Mary White's title to White's Vineyard a tract of 500 acres which according to Salem deeds, liber B. page 93, was located in Fenwick's Grove Neck on Fenwick's River and Fenwick's Grove Creek.

By the obscure extinction of the lease to Mary White the 3000 acres and buildings of Fenwick's Grove Manor where Fenwick died were made available for sale. What happened to the tract should be of interest to all persons who have tried to find the burial place of tormented Fenwick. The Calendar Records of the New Jersey Archives make no mention of the cancellation of the lease and the writer got his clue from James S. Sparks.

Fenwick's Letters To His Wife

In a letter in the Harleian MSS. 7001 pages 295-302. in the Library of Congress.

John Fenwick to his wife Mary 14-3 mo 1674.

John wrote "The Lord keep thee and her my little boys and all with my dearest love to thee and them." He requested that his gelding horse and mare be tried with the coach but warned that the horse might strike if whipped. He hoped that the heifer and calf were sold. Jo Dredge, Nicholas Wright, Jo Water, D. Russell and Sill were mentioned. The Bynfield residence of Fenwick must have been a farm.

John Fenwick from Bray 15, 3 mo. 1662 wrote his second wife, while he was hunting a house. He was at Twyford, Reading and Henley and intended to engage in the malting and mealing business.

Children At School

He was offered assistance by divers Christian men. He wished to be near a market and schools for the girls Ann and Priscilla. "Anne was not capable of that traide but she shall continue till I come back. Priscilla is at John Capes house in Henley, 2s 6d weekly for diet and schooling." He intended to leave for London the next day. There is much more of a personal and scriptural character in the lengthy letter.

Fenwick's Jewelry Used As Collateral

June 22, 1650 John Fenwick, Esq., of Brockham, Parish of Betchworth County of Surrey borrowed 50£ on a bill of sale of Robert Slade, clothworker of London. The following jewelry was put up as collateral until Sept. 23 next.

One bracelet with 138 small pearls.
5 gold jewels with five diamonds & four rubies each.

Another bracelet with 136 small pearls.

5 gold jewels each containing one diamond & four rubies.

Another bracelet containing three score & eight ragged pearls.

Seven jewels of gold five each containing five diamonds and four rubies, the other two one diamond & four rubies each.

The bill was signed in the presence of John Harvey and Samuel Rouse servants to Richard Preice in Candlewick Street, London, where the money was to be repaid.

Another bill of sale for the same jewels was made to Henry Ware at the sign of the Blackmooses head in the parish of St. Edmonds the King. London for 30£ May 23, 1661 payable August 24 next. There were two other John Fenwicks who were both knighted. One of them was executed.

Odds and Ends

John Fenwick and several of his colonists belonged to well known families in England. An inspection of "Besses Sufferings of the Quakers" may show some were persecuted.

One, John Fenwick, was a captain in Sir William Constables regiment of Parliament in 1642. Col. Constable was one of those who signed the death warrant of Charles I.

Thomas Yorke married Mary White.

Edward Champneys married Priscilla Fenwick, 11 mo. 16, 1671 according to Quaker records in The Genealogical Society of Pennsylvania. John Eldridge was at Salem 11 mo. 1676-7. Salem was declared a Port of Entry in 1682. The Duke of York August 6, 1680 made a grant to Penn, Lawrie, Lucas, Eldridge and Warner in trust for Edward Billing to whom the Government was conveyed. All of the illegal actions of Andross in East New Jersey are not noted in these contributions.

Gabriel Thomas wrote that it was supposed that the Indians were descendants of one of the lost tribes of Israel. He also said the Indians were good to one another as well as the Christians, 1698. So did Thomas Sharp of Gloucester County. Penn and his colonists sailed the last day of August 1682 in three ships. The Welcome, Submission and one unknown. See Vol. VI Penna. Magazine of History.

Penn landed at New Castle October 28, 1682. He left for England August 16, 1684, in the Endeavor, (page 203, the Penns of Penna.)

Robert Wade wrote to his wife, April 2, 1676, that the inhabitants "build their own houses through after a mean manner, for they fell down trees and split them in parts and so make up a sorry house." They made lime of oyster shells as they did at Courses Landing 110 years later in 1886.

Gibson Of Long Island Heard Rumors

Part of letter of Wm. Gibson, to Fenwick from Gravesend 5-2 mo. 1677 in the Harleian collection.

Gibson had heard reports of Fenwick's troubles and suggested that he "be tender, loving and just unto those who come with thee to settle in that place." "A report is privately among some that thou has made some resistance by force of Armes agst some in authority in those pts. If this report prove true it will be matter of great grief unto us ye peaceable people of God, if thou hast done anything of that nature," etc.

In another part of the letter this appears. "Reports are spread here concerning some of thy transactions since thou arrived in New Jersey wch is a greefe to ye faithful here to whom the said reports have reached. One thing is yt thou has not been so

free open and tender towards divers of the friends, who went along with thee and purchased land of thee as thou oughtest to have been, but hath in some degree fallen short of performing covenant with them. If in the house of temptation thou have given away to the soules enemy in this matter judge all such things with the spirit of Truth," etc. This letter of an early settler shows reports about Fenwick were widespread.

William Z. Flitcraft, Chief Worker For a Monument to Fenwick

In the 1906 year book of the First National Bank of Woodstown, William Z. Flitcraft its cashier stated that the Pilesgrove-Woodstown Historical Society proposed to erect a monument to the memory of Fenwick and that the proceeds of the Fenwick Memorial Subscription Concert under the auspices of the Society, in the Opera House at Woodstown, May 10, 1905, was the beginning of a fund for that purpose.

In the 1908 year book he printed extracts from Fenwick's will and a copy of the inventory of his personal estate also an article by Clarence W. Taylor entitled John Fenwick in England. Flitcraft, himself, contributed an article about the supposed burial place of Fenwick.

The 1915 year book also contained an article about the funds that had been raised and a further account about the presumed burial place of Fenwick. The 1920 year book also had articles about Fenwick. Mr. Flitcraft's efforts naturally ceased with his death and Salem County owes him a great deal of gratitude for his wonderful contributions to its history.

After the decease of William Z. Flitcraft, his widow, a daughter of James Pancoast, of Woodstown, in whose stable I kept "Tom" the family horse while attending Norris' or Bacon Academy, called to see me at the Old Mint Building on Seventh street, Philadelphia. She said there was some money in the bank that had been raised in Woodstown for the purpose of erecting a monument to Fenwick. This had not been done because of diversity of opinion regarding the proper place. If my memory is correct several articles had appeared in the Monitor-Register about it. She further said

that a memorial to Fenwick had been quite dear in her husband's heart. I told her I could not see that a cultivated field was the proper place for a marker.

She agreed with me and I told her I would take the load off her mind and see that the memorial was erected. Shortly afterward I went down to see Mr. Edwin Reeve then in his 78th year. He agreed to give the flat iron shaped piece of ground on the highway where the road branched, below the county almshouse, one fork was an ancient road the other the now main highway to Salem. The small monument now stands on that site.

I then worked with the old committee of which I recall the late George B. MacAltioner and Edward W. Humphries were members. The contract was finally let to the successful bidder which caused a flamboyant rumpus. It was then re-awarded and the dedication ceremony occurred July 4, 1924 a very clear, hot day. U. S. Senator Frelinghuysen, Charles E. Shepard and the writer were among the speakers. One of the contemplated bronze tablets was not placed on the monument because there were not enough funds to pay for it and the entertainment. Like the Fort Nassau monument at Gloucester the most conspicuous available nearby space was used for the site.

Where Was Fenwick Buried?

Judging from years of effort in tracing the Kings Highway through Gloucester County the writer firmly believes that the site of John Fenwick's grave could be traced within two hundred feet and possibly much nearer. Thousands of deeds have been examined to get the course of the Kings Highway between Big Timber and Mantua creeks. Until this was done no person had any idea of where it passed through Woodbury where these words are being penned.

In the John Clement papers there is a small drawing showing the purported grave yard in which Fenwick was buried. The writer strongly feels that all that would be required to reasonably settle the contention or uncertainty about Fenwick's burial place would be about a thousand dollars for an expert title investigator such as has sometimes worked on the King's

Highway as above. It may be that some time in the future some liberal minded, generous person of Salem County will donate something to the glory of Fenwick and his colony. The greatest asset a community can have is the pride of its citizenry in its achievements. If it were not for Fenwick the most of those now living in Salem County would not be there. Many of them might not have been born. Their ancestors could never have seen one another. Any genealogist can successfully argue this thought.

The Society of Colonial Wars in the State of New Jersey erected a Fenwick tablet in Salem in 1925. The presentation was made by Dr. Arthur Adams on behalf of the Society. His remarks may be found in the October, 1926 Proceedings of the New Jersey Historical Society.

Traditional Burial Place

The tradition that Fenwick was buried in a walled up grave on the Murray farm should be investigated. The widow of Fenwick Dickinson married Thomas Murphy. However the tradition was that the burial place was one or two hundred yards from the Woodstown-Salem road but on the road to Oakland R. R. Station. There was something in the February 21, 1882 edition of the South Jerseyman, of Salem, about the grave yard also something more on pages 17 and 40 of Book K. of the John Clement papers in The Historical Society of Pennsylvania. The grave yard was plowed up in 1847. Matthew Morrison, steward of the Almshouse around 1825 and farmers of the neighborhood supported the tradition.

Fenwick requested in his will "to be decently buried at the discretion of my executors here at Fenwick's Grove."

The historical fog that has enveloped heroic John Fenwick is clearing away slowly. Every decade discloses something concerning him that has been lost. He cast aside the armour of a soldier for the garb of a Quaker.

If he had brought his coat of mail to his colony and had been buried in it his grave could be discovered in less time than it would take to plow a twenty acre field. This by means of an "electrical ear" in the same way three cannon of 1777, gun powder, sheet iron

mines and other metallic things were found at Fort Mercer several years ago.

The greatest historical character of all time in Southern New Jersey is gradually becoming recognized for his sterling worth. Quiet Necomis Run named for the Indian chief who used for his signature mark, on Fenwick land deeds, the first quarter of the nocturnal orb, long before Longfellow was born, still ripples over submerged twigs into Salem Creek at Sharptown.

Fertile Mannington township one of the richest districts in the State of New Jersey should have a night aerial beacon, to point the way for aircraft, in memory of John Fenwick, Esq., "shield bearer" who courageously blazed the way for the English settlements on the Delaware River.

Ancient Connecting Road

The old road that connected the original Burlington-Salem road of Fenwick's time with the later Kings Highway where it crossed Major's Run cut across Fenwick's Manor. The writer long before he had ever heard of John Fenwick had ridden on his father's farm wagons when they were driven through the stream to wet their tires and fellies on the Easterly side of the bridge. The connecting road is now obliterated but there must be some old men who still remember it. It followed the northerly side of the run through a small woods for a hundred feet or more and thence over into the farms of the late Ward Humphries and Charles Richman, the father of William, the creamery man, of Sharptown. Before the building of the lane now used to the Humphries farm the old road was the only entrance to the farm house from the Sharptown-Salem road. The Fenwick Manor house appears to have been below Major's Run and the writer thinks on the Burlington-Salem road which was a different road from the King's Highway of twenty or more years later.

The Elizabeth Adams Fable of Gouldtown

The scandal of some has besmirched the fame of one branch of his family due to Fenwick's calling a person a black in his will. Many parents and grandparents have railed over the matrimonial choice of their children

and grandchildren and disinherited them as Fenwick did Elizabeth Adams. It is sometimes nothing but human nature especially to one who like John Fenwick was trying to explain every thing he could for the benefit of his own future reputation at the time when he was submerged in despondency over his unjust fate.

Fenwick's will was dated at Fenwick's Grove August 7, 1683 while he was "sick in bed." Elizabeth Adams, Jr. and Anthony Windsor, both of Salem, were married August 23, 1683 just sixteen days after Fenwick's signature on his last will and testament had dried. They left descendants but there is not one iota of real evidence that they were colored people. Gouldtown got its name legitimately in exactly the same way that Woodstown, Sharptown and other places in Salem County got theirs, from early settlers. It is high time that the tongue of slander should cease. It has been going on for a century without a vestige of proof.

May 13, 1680—200 acres at Grove's Point were sold by Jervis Bywater and wife, Joane, alias Grigson, to Elizabeth Adams grandchild of John Fenwick. She and her husband Anthony Windsor whom she married, August 23, 1683, sold this land to Henry Sloobey, June 12, 1694. This certainly tends to disprove the Gouldtown negro yarn.

One Eliza Windsor was indicted at the September 1713, Salem Court for striking one Elizabeth Rumsey on the head, neck and shoulders with a paddle. It is quite probable that the Windsor woman was the daughter of Elizabeth Fenwick Adams. (See notes of John Jones, Esq.)

Elizabeth Windsor appears in the Salem Quaker meeting records 28—5 mo. 1735 also 18—2 mo. 1737. But few references to persons named Windsor have been found. they are as follows:

Thomas Field, of Salem Co. whose will was proved April 11, 1726 mentions "my child Solomon Windsor." His widow Mary whose will was proved five days later left a mare horse to Solomon Windsor and Jacob Ware was appointed her executor in trust. On January 19, 1733 Ware was appointed guardian of Solomon Windsor.

One George Windsor an innkeeper at Mt. Holly deceased in 1758. David

Jones was appointed administrator of his estate. Was there any relationship between David Jones, and John Jones the noted Salem lawyer or the Windsor family?

Jesse Windsor married Prudence Wood November 4, 1772.

Gouldtown Genealogy?

In April 1879 two articles about the mythical origin of Gouldtown were printed in the Philadelphia Record. John Gould, colored of Camden, reputed founder of Gouldtown was said to have married a white woman. It was also reputed that two colored men named Peirce and the Murrays had paid the passage of some Dutch girls from Holland and wedded them. Abijah Gould, Sr., Elisha, Samuel and Anthony were mentioned as brothers. The articles had no bearing on the tradition furthered by Col. Johnson and is mentioned solely as a clue if any one wishes to investigate the matter. Gouldtown exists the same as the Moors across the Delaware. In fact a book was written about Gouldtown by a man named Steward. It is very interesting. The writer who is a descendant of Joseph Steward, who came with Penn's people in 1682 in the Submission, wonders where Steward got his good old English name.

Marriages of Children of John and Elizabeth Adams

Herewith are the marriage records of three of the children of John and Elizabeth Fenwick Adams. The first is that of Elizabeth Jr. whose marriage displeased her grandfather, her father and for some reason unknown, some others. It was however legal in every way. Her mother was the only woman present. Five men including her uncle, by marriage, Samuel Hedge were the only men witnesses.

The bridegroom had an alias attached to his name. Today this has an ominous sound but not so a quarter of a millennium ago. For instance a witness to Fenwick's will also had an alias and the writer has seen many such instances, of prominent persons, in early records. It did not mean anything disreputable. There probably was not a free negro in Salem County in 1683. The only thing certain at this time is that Anthony Windsor was not wanted by the relatives of Elizabeth Adams, Jr.

Marriage of Elizabeth Adams, Jr.

"Whereas Acker, Ales Anthony Windsor and Elizabeth Adams, the younger, both legally published their intentions of marriage. These are to certify that on the 23d day of August 1683 the said Anthony Windsor and Elizabeth Adams in solemn manner did take each other as husband and wife by promising each other to be faithful so long as they both shall live."

Witnesses present:
James Nevill, Comr.
Samuel Hedge
Edward Webb
Richard Massie
William Winton
Elizabeth Adams, Senior.

The next marriage was that of Mary the sister of Elizabeth. This seemed to meet approbation and a goodly number were present on the auspicious occasion. Her mother and sister Anna, together with six other women were present as were her father, brother and nine other men.

Fourteen days notice was required to be given in a public place such as a market, a tavern, or a place of worship. Elizabeth was 19 years old. Under the law of 1682 her parents had to manifest consent and show no legal reason against her marriage to make it lawful.

Marriage of Mary Adams

"Whereas Hugh Hutchings of Fenwick's Colony in the Province of New Jersey, planter and Mary Adams daughter of John Adams of ye same place, spinister, having legally published their bans of matrimony. These are to certify to all whom it may concerne that on the 3d day of February 1686-7 the said Hugh Hutchings did take in solemn manner the said Mary Adams to be his wife and the said Mary Adams did in a solemn manner take ye sd Hugh Hutchings to be her husband, both of them, professing unto the other to be faithful as husband and wife so long as they both shall live and in the persons undernamed are written witness to the truths thereof:

Anna Hedge
Elizabeth Hall
Ann Watkins
Elizabeth Adams
Elizabeth Williams

Elizabeth Windgreene

Anna Adams
Hanna Ashbury
John Adams
Fenwick Adams
Manning Brathwaite
Samuel Curtice
William Hall
Henry Winter
Jonathan Beere
William Worner
William Robinson
William Winton
Robert Galloway

Recorded the 10th day of February 1686-7 P. me. Samuel Hedge, Recorder.

Marriage of Fenwick Adams

Fenwick Adams the brother of Elizabeth and Mary had what must have been a large wedding for that early time in Salem. It looks like a Quaker ceremony. The bride and groom apparently signed. Male members of the brides family appear to have been absent if she had any in Salem.

The father of the groom was present but the mother was probably dead because her name does not appear on the record.

"These are to certify all to whom it may concern that Fenwick Adams, of the Countie of Salem, in ye Province of West Jersey, after legal publication in solemn manner, on ye 18th day of August in ye year 1687, did take Anne Watkins to be his wife and the said Anne Watkins did in like manner take ye said Fenwick Adams to be her husband both of them promising each other to be faithful as man and wife soe long as they shall live."

As witness our hands and the persons names who are underwritten:

John Worlidge, Comr.
John Adams
Saml. Hedge
Wm. Brathwaite
Rich. Tindall
Thos. Smith
James Nevill
John Pledger
Mark Reeve
Wm. Penton, Sr.
Hugh Hutchings
Richard Butcher
Wm. Penton, Jr.
Manning Brathwaite
William Brathwaite, Jr.
Fenwick Adams
Ann Adams
Elizabeth Pledger

Mary Lefever
Elizabeth Hall
Joane Brathwaite
Hipolitus Lefever
George Hazlewood
Roger Mall
Thomas Williams
Saml. Smith
John Hazlewood

Recorded ye 20th day of September 1687. P. me Saml. Hedge, Recorder.

Ann Adams, also a daughter of John and Elizabeth Adams must have been born after the arrival of the Griffin. She was given 500 acres of land by Fenwick's will. She married John Dickason variously spelled. The five hundred acres was surveyed to them October 6, 1702 and they sold one hundred acres Nov. 20, 1702, when she was twenty-one years of age. On Nov. 30, 1703 they also sold one hundred acres.

Fenwick's Pedigree

Edwin Jaquett Sellers, esteemed friend of the writer, finally solved the parentage of John Fenwick. His researches were printed on pages 151, 159 and 256, 260 of Volume XLIX of the Pennsylvania Magazine of History and Biography, published by the Historical Society of Pennsylvania, 1925. He was the son of William Fenwick of Stanton.

On page 270 of Vol. LVI of the same magazine there is an interesting article on Samuel Hedge, Fenwick's son-in-law written by Rev. A. H. Hord.

The Dickinson Family

In the Swedish Lutheran Church book of Swedesboro, a photostat of which the writer placed in the Genealogical Society of Pennsylvania, the following baptisms were recorded May 29, 1741.

John Fenik Dickeson, born May 2, 1726.

Joseph Fenik Dickeson, born January 22, 1728.

Abraham Fenik Dickeson born February 11, 1731.

Isaac Fenik Dickeson born March 10, 1732-3.

Isabel Fenik Dickeson born March 15, 1735-6.

Eleanor Fenik Dickeson born May 17, 1737.

The parents were present but their names were not recorded.

From the 1730-1750 Calendar of

Wills, New Jersey Archives, we learn they were the children of Fenwick and Eleanor Dickinson. There were also two more daughters, Susannah and Sarah. Eleanor the widow married Thomas Murphy.

Nothing has been found about this family which may have been descendants of John Fenwick despite the negative remarks of John Jones in 1736. Jones may have had in mind the descendants of Fenwick who were beneficiaries of his undivided real estate remnants.

Fenwick Dickinson may have been a son of John Dickinson, who married Ann Adams the granddaughter of John Fenwick.

The following were also baptized:

Rachel Dickinson February 12, 1736.

Thomas Dickinson January 15, 1739.

George Dickinson February 15, 1740-41.

John Chandler married Mary Dickeson 1725.

One John Dickinson married Mary Powers October 1781.

Dr. Albert Cook Myers, famous historian and a long-time friend of the writer has "searched the world," to use his own expression for information about William Penn. He recently published "William Penn's Early Life in Brief." In the little volume he has given pages 68-72 some facts about John Fenwick whose first wife was Elizabeth Covert daughter of Sir Walter Covert. She was born in 1624 and was buried August 30, 1654. Elizabeth Fenwick was a second cousin of the mother of Gulielma Maria Penn, the first wife of William Penn. Fenwick's second wife whom he married in 1657 was Lady Mary Rogers, widow of Sir Richard Rogers and daughter of Sir Henry Marten. She died 1699. She was a sister of Sir Henry Marten one of the regicides. Fenwick and his wife both joined the Quakers and he was imprisoned in Reading jail September 14, 1665 and remained there over a year.

Dr. Myers quoted Pepys the diarist who in 1660 termed Byllynge a "cunning fellow" and in 1662 a former Cromwellian guard called him "a close sutle witte man". Jasper Danckaerts was also quoted. The Danckaerts story was that Lord Berkley who was a daily visitor to the Byllynge brewery endeavored to sell his one half of New

Jersey. As a result of acquaintance-ship Fenwick was brought into the transaction because the affairs of "the brewer would not permit him" to take title to the land which was deeded to Fenwick personally who paid 1000£, the claim was then made that Fenwick had not kept faith with Byllynge and William Penn was called in as arbiter and thus through New Jersey came Penn's advent into New World Colonization."

While a farmer at Brockham in Betchworth Parish Fenwick, on October 25, 1648, was given a commission as Major of a troop of horse in Cromwell's army. In 1652 Fenwick lived at Worminghurst Place afterwards the county seat of William Penn purchased by him in 1676.

The fact that Fenwick's second wife was the sister of a regicide may have been one more reason why the Stuart king did not do anything to help Fenwick. William Penn was in their good graces because of the facts explained by Myers. Penn got the corn and Fenwick the husks of the crown bounty. After Fenwick gave up nine tenths of his purchase to make peace there was not one powerful person to defend him. The Eldridge-Warner mortgage was his business "Waterloo."

Col. Johnson mentioned a commission to Mayor John Fenwick signed by John Bradshaw, president of Parliament, dated at White Hall September 4, 1651, to act as a captain of a troop of horse to be composed of volunteers for the defense of the county of Surrey. If he were the same John Fenwick who was a captain in 1642 he must have been an experienced soldier of lengthy service.

Probably no one has ever attempted to investigate Fenwick's military career. If he were born in 1618 as stated by Johnson he was a ranking officer when only twenty four years old. The English military records should disclose something of interest.

Oliver Cromwell's mother was Elizabeth Steward and undoubtedly a relative of Charles I who was decapitated January 30, 1648-9 Charles II in dating documents ignored the era of the Cromwells. He figured that his reign began at the death of his father.

William Penn's First Wife

Miss May Atherton Leach master worker and outstanding director of the Genealogical Society of Pennsylvania read a paper about "Guilielma Maria Springett, First Wife of William Penn" before a special meeting of the Pennsylvania Federation of Historical Societies, October 22, 1932, and also before The Historical Society of Pennsylvania, March 13, 1933. The paper was published in the April 1933 Pennsylvania Magazine of History and Biography.

Penn's wife was an heiress and had a fortune estimated at £50,000. They were married April 4th, 1672, by Quaker ceremony. Miss Leach wrote that an interest in Worminghurst Place, in Sussex was a part of the inheritance Guilielma had received from her father Sir William Spingett, eldest son and heir of Herbert Springett who married Mary Proude only daughter and heir of Sir John Proude and his wife, Ann Fagge Proude.

From Worminghurst Penn bade his lovely wife and their three children good bye when he sailed for his "Holy Experiment in Pennsylvania". She died 23 12 mo. 1693. Miss Leach's essay sheds a glorious true light on the home life of William Penn. After one reads it he must question why Penn did not stay in England with his wife, children and fortune. There are of course many answers. From a business standpoint neither Penn nor Fenwick gained anything from their experiments on the Delaware. They however did gain great fame as colonizers and future generations will continually honor their names.

Samuel Prior, Jr., of Salem, N. J., 1837 published the famous letter of Penn to his wife and children dated Worminghurst 4th 6 mo., [August], 1682 just before he left England. The letter which was first published in the London Chronicle, 1761 is a masterpiece of affection and advice. It does great credit to Penn as a mentor of wisdom and justice.

Penn's Arrival

William Penn the celebrated Quaker and supersalesman of land in large quantities landed at New Castle, October 27, 1682, and produced his deeds of feoffment from the Duke of York

which included New Castle and twelve miles around it. He took possession of the town the next day and was present at the first court held there under his proprietorship, November 2, 1682. See Records of the Court of New Castle, Volume II.

It was not long before John Fenwick had a meeting with William Penn undoubtedly at Salem. They, of course, had known each other in England. Penn had chastised Fenwick with great success and Fenwick in his "Remonstrance and Declaration" had named Penn as one of those who had "combined together to cheat me of my whole estate." Portly Penn probably greeted haggard grim visaged Fenwick with a smile. It is possible that he felt sorry for John Fenwick. At any rate within a few months on March 23, 1682/3 Penn purchased all of the unsold 10/100 parts of West New Jersey belonging to Fenwick excepting 150,000 acres which he reserved to himself to be comprised in that tract of land called Fenwick's Colony. The consideration was ten shillings and other "weighty and valuable considerations." Why did Penn buy land of Fenwick which Penn for years had contended Fenwick did not own?

When Boston Was New Jersey's Capital

In Dr. Carlos E. Godfrey's article "When Boston Was New Jersey's Capital" printed in the January 1933 issue of the Proceedings of the New Jersey Historical Society, it was shown that in July 1688, New York, East and West New Jersey were annexed to the Territory and Dominion of New England with Edmund Andross as Governor.

It was stated the Proprietors of the Jersies had made an absolute surrender of their right of Government, April 2, 1688 but the Dominion's downfall in the summer of the following year (1689) had left New Jersey without an organized Government until the autumn of 1692. The Proprietors arbitrarily re-asserted their former claim of Government by appointing Col. Andrew Hamilton Governor of East Jersey, March 25, 1692, and Deputy Governor of West Jersey, April 11th following. According to Dr. Godfrey who is director of the Public Record Office, State of New Jersey,

King Charles II died February 6, 1685 and was succeeded by the Duke of York, his brother, as James II who appointed Andross who took over the Government of the Jersies in August 1688. Andross was the identical person who had made trouble for John Fenwick when Fenwick arrived in Salem County in 1675. Andross was a dictatorial, arbitrary man and when the news of the dethronement of King James and the thronement of King William and Queen Mary 1689 reached Boston the people there arrested Andross April 18, 1689 and his authority terminated. King William ordered him to return to England. He sailed February 17, 1690.

Political Disturbances

The interesting discovery by Dr. Godfrey, of facts, long hidden and unknown to nearly all present day historians, tend to throw considerable light on puzzling court records of Old Gloucester county. It's people undoubtedly knew of many things hinted at in our ancient records. They claimed that a sheriff was not legally appointed; refused to pay taxes; also refused to act as jurors and constables and made contemptuous remarks about those in authority.

At three consecutive terms of Court, June, September and December 1698 no jurors appeared. One may readily judge that the dissatisfaction so evident in Old Gloucester County extended to other parts of the Jersies, New York and New England, and that the mysteries that have perturbed historians of the past are now more or less understandable due to the remarkable research and discoveries of Dr. Godfrey. He further wrote that the commissions given to Hamilton and others until the final relinquishments of the pretended rights of the Proprietors never received the approbation of the Crown of England. The fact of the three changes of rulers in England during the Proprietary period caused repercussions in the Government of West New Jersey.

Letters from English people to their relatives and immigrants in America concerning the changes and strife in Old England caused misgivings, confusion and complaints in West New Jersey.

Religious tolerance prevailed to a larger degree in West New Jersey than in New York and New England with the exception of intolerance against Catholicism due to laws of Old England. In the early days Catholics were not supposed to hold a civil office although John Tatham of Burlington County was a popular and efficient man with a classical education.

Latin Translation

"Nos autem tenosem literarum Paten (pdcan abbreviated) ad requisitionem Johannis Fenwick Armigeri duximus exemplificans per presentes in cujus rei testimonii has literas meas fieri fecimus paten. Teste meispo apud Westmi, quintodecimo die Junii anno regni nostri visesimo septimo."

This item in Latin, which appears on page 13, in "Historical Account of first Settlement of Salem, West Jersey, by John Fenwick, Esq." by R. G. Johnson, Philadelphia, Pa., published by Orryn Rogers, 1839. Translated by H. Drews.

"But we on the contrary through an exact copy of the written patent (document) upon a written claim and demand (requisition) of John Fenwick, Esq., (shield bearer) by proof of a written conveyance have drawn the conclusion, that the patent according to evidence (testimony) in his interest (case) bears my Insignia attached to:

Attested in my presence at Westminster June the 15th in the year of our reign, approved, the twenty seventh."

Rev. Herman Drews who translated the above for this work is a capable translator of Latin. Col. Johnson probably could not find any one to translate it for him.

Another translation made in Florida was as follows: "We moreover have drawn up a verbal agreement at the request of John Fenwick armour bearer setting it forth before those present in whose presence these my words we have had written. With me as witness at Westminster the 15th day of June in the 27th year of our rule."

The only thing of interest to the compiler is that Fenwick was designated as a shieldbearer or armour bearer.

Members of Assembly of West Jersey from Salem County

John Fenwick—1683-4

Did not serve because of illness.

Richard Guy—1682-5

Richard Hancock—1682

Michael Barron—1683-4

Hippolite Lefever—1685

Samuel Hedge—1682-5

James Nevill—1683-5

John Pledger—1682-4

Mark Reeves—1682-5

William Penton—1685

John Smith—1682-5

Richard Tindall—1682

Robert Turner—1684-5

Edward Noble—1682-5

Samuel Wade—1697

Robert Zane—1682-5

Edward Wade—1682-5

Christopher White—1684

John Maddocks—1683-5

Andrew Thompson—1682-4

John Thompson—1683-4

Edward Bradway—1683-5

Roger Carary—1684-5

Samuel Bacon—1685

Wm. Braithwaite—1684-5

Richard Johnson—1685

Fopp Outhout—1686

Guy was a member of Council (Senate) 1684

Nevill, 1682-4, Turner 1684-5.

Edward Billing was absentee governor of West Jersey 1680-7.

Samuel Jennings, Thomas Ollive and John Speene were his deputy governors.

Rapid Real Estate Sales by Fenwick

During the month of June 1675 Fenwick and his purchasers in England must have been in continual session. There was an average of approximately one real estate transaction for every working day in the month.

The tripartite indenture of June 16, 1675, listed on page 562 of Vol. XXI, New Jersey Archives, between Guy, Pile, Edridge, Helmsley, Noble, Champneys and Warner was witnessed as follows:

Witnesses for Joseph Helmsley: John Fenwick, Samuel Nickolson, John Smyth, John Spooner, Roger Pedrick, Thomas Anderson and James Garfield, scrivener.

Witnesses for Richard Guy, Thomas Pile, John Edridge, Richard Noble and

Edward Champneys: John Fenwick, Thomas Mainwaring, Richard Mullinix, John Maddocks, Joseph Clark, servant to James Garfield, scrivener.

Witnesses for Edmund Warner: Richard Morgan, Samuel Nickolson, John Smyth, Thomas Anderson, William Hancock, John Spooner, James Garfield, scrivener.

Garfield's death was noted in one of Fenwick's wife's letters dated February 7, 1678-9. Nearly all of the men mentioned above were purchasers and colonists. Sales to them by Fenwick may be found in Vol. XXI New Jersey Archives, known as Calendar Records.

A Purchasers Agreement To Accept Land Within the Ten Lots Drawn By Fenwick

June 24, 1675 Fenwick agreed with John Eldridge, Edward Duke, Edward Wade, Joshua Barkstead, William Shippree, John Smith, Joseph Helmsley, Thomas Hutchinson, Roger Pedrick, Richard Morgan, William Hughes, Thomas Mainwaring, Edmund Warner, Richard Noble, Roger Huckings, John Maddocks, Edward Bradway, Thomas Anderson, John Spooner, Edward Champnes, Richard Rickston, William Hancock and John Barkstead that their deeds would be just as effectual as if they were in actual possession of the land. Every one of them agreed upon going to the colony to be satisfied with his purchase to be laid out in lots Nos. 20, 21, 26, 27, 36, 47, 50, 57, 63, 72. Those dissatisfied with their allotments were to have no further claim except by a major affirmative vote of adjustment by the colonist purchasers.

This agreement was a precaution to comply with the memorandum on the back of the tripartite indenture of February 10, 1674-5.

Fenwick's Further Agreement With His Purchasers

Fenwick, June 28, 1675 made another signed agreement with John Barkstead, Richard Noble, Richard Guy, Robert Wade, John Maddocks, Thomas Mainwaring, Thomas Duke, Edward Duke, Edward Bradway, William Hughes, Edward Champnes, John Smith, John (X) Adams, Peter Huff, John Test, John Cann, Edmund Warner, William Hancock, John Ed-

ridge, Roger Pedrick, Thomas Anderson, J. (Joshua) Barkstead, Henry Salter, Vicessimus Nettleship, Edward Wade, Roger Huckings, Samuel Nickolson, John Harding, Edward Harding, William Molster, Samuel Land and Richard Hancock. The original "sheep skin" document shows that all of them could legibly sign their names with one exception i. e. John Adams, one of Fenwick's sons-in-law.

The essence of the lengthy agreement was that Fenwick agreed to purchase his tenth of the natives and then set forth thirty or forty thousand acres to be allotted among the proprietors and freeholders of his colony. The return of every such survey was to be registered by certificate from the surveyor and proprietors and freeholders were to be chosen to approve of the allotments. Every lot was to be marked with the buyers name and numbered accordingly. The cost of surveying was to be at proportionate charges to be regulated by the Governor and his council. Marks if destroyed by purchasers would cause them to be excluded from further rights.

System of Government

"The governor and magistrates shall be chosen each year by the advice and consent of the said proprietors and freeholders every year and ten or twelve persons to be elected as aforesaid to be a council to remain one year and then the one half of them to be put out, and so many more chosen in their places and so from time to time continued after a year's service to make a new election of a governor and half the council or the continuance of him or them as shall be most convenient who shall have full power to make such laws and customs for the good of the colony and suppression of vice as to them shall seem most necessary and convenient."

Double Registry of Deeds

Deeds for land purchased in England were to be registered by all past and future purchasers in the public registry of the colony kept in London within three months after the dates of the deeds. They also agreed to send over a certified copy thereof within twelve months to be registered

in Fenwick's colony. The same method was also agreed to for purchases made in America otherwise the deeds were to be of no effect or virtue, the dangers of the seas excepted. Within thirty days after the arrival of Fenwick he was to purchase thirty or forty thousand acres of land of the Indians which was to be divided among the several proprietors, purchasers, freeholders and planters according to the equivalent share of each. Every person was bound to be satisfied and contented with the remainder of his or her lots as Fenwick from time to time purchased of the Indians, within his colony. All others who refused to subscribe to the agreement, either past or future purchasers, were to be exempted from all benefits, etc., of the colony.

The above agreement seems to have been designed to show the form of government and satisfy the claim that the Indian rights had not been extinguished. It also seems to forecast Fenwick's mortgage stipulations about registry books to be kept in London and also in the colony. This however may have been just a coincidence. It was also designed to prevent large purchasers from claiming their land in one plot.

These two agreements were published in full by the Friends' Historical Association in John Clement's *Sketch of the Life and Character of John Fenwick*, 1875. The original records are at Trenton, N. J. There are fifteen names on one agreement and six names on the other that do not appear on both agreements. The total number was thirty-nine persons including Fenwick.

Large Quick Profit for the Trustees

Smith's History states that Penn, Lawrie, Lucas and Billing made two deeds, March 1, 1676-7 to Billing's creditors for 7/90 of 90/100 parts and 3/90 of 90/100 parts of West New Jersey for 2450 and 1050 pounds sterling respectively. It reads like inflation when one considers that Lord Berkley sold 100/100 parts to John Fenwick for 1000£. Thirty four hundred percent profit for the trustees of Billing must have made Billing imagine they would soon make him wealthy. A share was 1/90 part of West New Jer-

sey. One interesting feature about Fenwick's competitors was that they did the identical thing Fenwick was accused of doing i.e. selling land before it was bought of the Indians. The Irish Quakers who settled on Newton creek purchased their land five months before the commissioners bought the land of the Indians. There were many other such instances. See Calendar Records.

Swedes Sued Fenwick

Stephen Jurransen, Lacy Hendrix and Mathias Bartelson Swedish settlers brought suit against Fenwick at New Castle, April 3, 1677 and made attachments upon his property while he was a prisoner at New York. It is to the credit of the Court that the cases were suspended at the June 7 and September 6 sessions and on October 3, 1677 after the release of Fenwick he made agreements with them. These suits were caused by the diabolical contentions of Gov. Andross to the effect that Fenwick had no land rights. Why Andross claimed Fenwick could be sued for the return of money paid for land is hard to tell.

Oaths of Allegiance

Oaths of allegiance to Fenwick, while seemingly vague were signed by but few of the Colonists. The essential items were promote the honor of Almighty God: bear true allegiance to the King of England: "be faithful to the interests of John Fenwick lord or chief proprietor of the said colony, his heirs, executors and assigns and endeavor the peace and welfare of him, them and of his said colony, accordingly". Richard Noble and Samuel Nickolson signed on 5-5 mo, (July) 1676. Edward Champnes, John Adams, Roger Huckins, Richard Hancock, John Smith, Edward Wade, Robert Wade, Richard Whitacre, William Hancock, Peter Huff, William Malster, John Cann, (tailor) and Samuel Lynd (tailor) almost without exception failed to sign the separate forms entered in the record book. They were probably the documents referred to by Robert Wade and Roger Pedrick as being objectionable, because of the attitude of Andross.

Fenwick in Salem Quaker Meeting Records

One naturally would expect to find considerable information about John Fenwick in the Salem Quaker meeting records. This meeting was the first one of its kind in southern New Jersey or as it used to be termed West New Jersey. The original Friends records are safe in a well kept vault at 304 Arch street, Philadelphia and a fair transcription is in that admirable institution, The Genealogical Society of Pennsylvania, 1300 Locust street, Philadelphia. The first pages are devoted to the writings of the celebrated Quaker George Fox. The following literal copy shows the organization date of the meeting.

"At a meeting the last day of the fifth month (July) 1676 it was unanimously consented unto that the first second day of the week in every month the Friends within the Town of New Salem in Fenwick Colony and all friends belonging thereunto do monthly meet together to consider of outward business and of such as have been convinced walks disorderly that they may with all gravitie and uprightness to God and in tenderness of spirit and love to their souls be admonished, exhorted and also reprov'd and their evil deeds and practices testified against in the wisdom God and authorite of Truth which may answer the witness of God in them."

Thomas Shourds in his History of Fenwick Colony pages 342 and 395 evidently quoting the minute above adds eight names as signatures which vary somewhat. It is hard to believe that Shourds would fabricate the signatures and it may be that he had access to some information not now known. In one list he used the name Francis Nebo. There was no such person but it may have been intended for one Francis Neale who lived on the opposite side of the Delaware river at Duck Creek.

William Southerbee an early settler who lived on the Sassafras river in Maryland was at the first meeting and said there were three monthly meetings there on the eastern side. The first at Myles river the 13th day of the fifth month: the second at William Stephen's Sen, at Great Chop-tank: the third at Myles river again, etc. The second meeting New Salem

was on the 7th day, sixth month 1676. At this meeting Edward Wade, Samuel Nickolson, John Smith, Robert Wade, Richard Guy, Richard Noble, Roger Huckings and John Fenwick gave written testimony against John Spooner and his wife who lived in Maryland because of their conduct on the ship Griffin. Spooner had made amends in writing dated 28-5 mo, 1676 and sent his letter by Southerbee. Another meeting was held 4-7 mo. 1676 and the next one 5-12 mo. 1676 when Richard Guy and Edward Wade were appointed to speak to Edward Chamnes "to know his mind concerning truth and the way thereof and concerning his marriage and to return his answer to the next monthly meeting." A committee for the same purpose had also been appointed 7-11 mo. 1676-7 but in the minute book it follows the one of the 12th month. Other meetings were held 4-12 mo. 1677, when the difference between John Edridge and John Smith was mentioned, the 6-3 mo. 1678, 3-4 mo. 1678, 1-5 mo. 1678, 3-7 mo. 1678, 2-4 mo. 1679. Meetings were not held every month.

George Deacon, John Edridge and Edward Bradway were asked to speak to Edward Champnes, about his marriage, 7th 11 mo. 1676-7 and Edridge, Bradway and Samuel Nickolson were likewise appointed to speak to Roger Huckins, his wife and her mother and Richard Gibbs and George Deacon were to go with them to know the reasons why they assemble themselves not amongst Friends according to the order of Truth. The date of this meeting is confusing because Bradway and Deacon are not supposed to have been here as early as Jany 1676-7. The date is evidently a year too early. It is shown that Priscilla Champnes the daughter of Fenwick must have died shortly after the arrival of the colonists. According to the Third Haven Quaker records, of the Eastern Shore of Maryland, William Southerbee and Joan Lee were married 4th mo. 1677. This was his second marriage.

Fenwick Questioned

"The 6th day of ye 3d month (May) 1678. It was appointed by the meeting that Christopher White and Richard Gibbs go to John Fenwick to know whether he owneth the Truth which he formerly professed or not and if he

owns it to desire him to come to the next monthly meeting and if not to return his answer to the next monthly meeting."

"The 3rd day of the 4 mo. 1678 Christopher White and Richard Gibbs returned the answer of John Fenwick which were that hee hoped that he should never denie the Truth that he formerly had professed and that he was willing to have an answer of a letter he sent to George Whitehead and William Gibson before he came to our meeting which he saith was sent three months ago or thereabouts."

2 day of 3 mo. 1681 ordered by the meeting that George Deacon, John fforest and Charles Begley go to John ffenwick and let him know that friends have taken notes of his careless walking in respect to Truth and that they desire that he will clear the Truth of it and let friends know whether he hath a desire to walk more circumspect for time to come."

Fenwick's answer was "that he loved the Truth above all things and that he loved honest friends but he had his failings as well as others but he could freely forgive them that were the occasion of it and desired to have his love remembered to friends and sayd he loved truth above all things." Fenwick probably lived at Fenwick Grove during the farming seasons, April to November.

These meagre items about John Fenwick are all that can be found in the Quaker records. His arrests and the suits against him in the New Castle court by suggestion of Governor Andross and his troubles over his mortgage; his death are not mentioned. The monthly meetings were not well attended. No mention was made of a visit of George Fox, to Salem and the clerk of the meeting was not inclined towards verbosity in any way whatsoever.

Arrival Date of Ship Griffin

About ten years after Fenwick's arrival a record was made of some of the Quakers who settled in Salem County. In three or four instances this was stated "arrived in the Delaware river 23 day of 9 mo at or near Salem in year 1675 and so to New Salem." This date is approximately correct of course but it certainly is not exact for the ship Griffin at Salem.

Fenwick's Disowned Granddaughter

Anthony Windsor and his wife, Elizabeth Adams, Jr., the granddaughter of John Fenwick and her father, John Adams and others were present at the marriage of William Hall and Elizabeth Pile, May 21, 1684. This marriage is not in the Quaker records but may be found in the Fenwick colony books in the over heated cellar vault in the State House at Trenton. It is quite possible that the ancient county records of New Jersey there are deteriorating every year. The ink in the opinion of the writer is fading out and the paper is becoming brittle. The desert like heat in the vault is almost unendurable at times. Fenwick's will ordered his records to be always kept at Salem. It may have been the safest and best place not considering the inconvenience of location today. The State of New Jersey needs a fire proof building to safe guard its records both new and old.

Mary Champneys

Mary Champneys was the favorite grandchild of Major Fenwick. Her mother Priscilla Fenwick was his favorite daughter but her husband Edward Champneys was disliked by Fenwick. John and Mary Champneys undoubtedly named for John and Mary Fenwick were probably one and three years old when the Griffin reached the Delaware. Fenwick willed her one thousand acres of land and termed her his "dearly beloved grandchild." He desired that William Penn should give her away in marriage for the sake of her deceased mother.

Mary married Nicholas Winton, son of William Winton, and the executors of Fenwick, February 3, 1693/4 deeded five hundred acres on Rich Neck run. She then was twenty one years of age. The following year she was deceased when five hundred more acres were deeded to her widower husband, who sold it February 10, 1702/3. Edward Champneys who died in 1708, the father of Mary and husband of Priscilla Fenwick remarried shortly after the death of his wife and had at least one son, William, by his second wife Elizabeth, a half brother of John Champneys.

On November 6, 1693, Thomas Yorke and his wife Mary White sold to Edward Champneys five hundred acres

they had acquired of the executors of Fenwick, November 15, 1687. Champneys leased 300 acres of it to John Allen, February 16, 1696/7 and on October 28, 1698 sold 300 acres of White's Vineyard to John Mink. On August 28, 1697 Champneys sold to Andrew Hopman, of Gloucester County 200 acres on the west side of Necomis run and a branch thereof, near Mannington, which was a part of White's Vineyard. Mary White had recently died. It should be remembered that Mary White had two tracts of 500 acres each. Whether they were contiguous the writer does not know. He suspects that the Rich Neck run plantation was the district owned by one of Lord Ployden's grantees.

The inventory of Fenwick Adams was recorded June 28, 1689. He was to have Fenwick Grove Manor under Fenwick's will.

Dr. John Dickinson

Dr. John Dickinson surgeon mate of the Pennsylvania Navy, under Commodore Hazlewood, 1777, was born in Salem county, October 11, 1758. He married Mary Powers at Penns Neck in October 1781 and may have been a descendant of John Fenwick sometimes designated as shield bearer or armor bearer.

Dr. Dickinson was married by Rev. Nicholas Collin. After the Revolution from 1787 to his death September 16, 1834 he practiced medicine in Cape May county. See page 168 Vol. III. Notes on Old Gloucester county.

The Cape May County Historical and Genealogical Society has his surgical instruments and medicine bottles in its splendid museum at Cape May Court House. This society the youngest one of its kind in New Jersey is visited by thousands of yearly visitors. It is supported by the Board of Chosen Freeholders but great credit is due to its custodian Edward M. Post. Hon. Lewis T. Stevens, President and Dr. Julius Way, Treasurer.

Early English Ships to the Delaware River

From the Salem Quaker Meeting records and one or two other sources of a corroborative nature the following information was obtained about certain ships. In the 1918 year book of the First National Bank of Woods-

town, there is a list of the recorded births of Quaker colonists children in Salem County prior to the year 1700.

The Joseph and Benjamin

John Pledger and Hippolite Lefever and possibly two or three others destined for Salem came before Fenwick in the Ship Joseph and Benjamin, Matthew Paine, Master, which landed in Maryland. Pledger and Lefever reached Salem county March 13, 1674/5. The early, well known, Red-streak family of Salem county were descendants of Pledger. Mrs. Lefever's brother probably a carpenter was in Fenwick's colony early and the wife of Fenwick sent by Mrs. Lefever some things for him according to her letter of August 27, 1678. Fenwick was building a new house. The writer does not believe that Edward Burdet was a cousin of both Mary and John Fenwick. It would be well to compare the actual letter with Col. Johnson's transcription. Neither does he believe that Major Fenwick was born in 1618. His long military career is against that unproved statement. He must have been more than sixty-five years old when he died.

The Ship Kent

The ship Kent, Gregory Marloe, master, was in the harbor near Sandy Hook, August 4, 1677, with about two hundred thirty persons who intended to settle in West New Jersey. These colonists were compelled to submit to the authority of Governor Andross and his council despite the fact that they produced the Berkley-Fenwick-Billing deeds, probably the originals, dated March 18, 1673/4, Feb'y 9-10, 1674 and a commission dated April 4, 1677 from Penn, Lawry, Lucas and Billing to Thomas Olive &c and eight commissioners and the deed of partition dated July 1. 1676.

Andross maintained that the deeds of June 23-24, 1664 and those mentioned above did not discharge the Governor in face of the letters patent of August 26, 1674 which commanded the Governor to receive the country from the Dutch. He undoubtedly knew about the sale by Lord Berkley to Fenwick and the transfer of nine-tenths of it to Penn and the others as trustees for Billing.

Christopher White, Henry Jennings,

John Biddle and Edward Bradway arrived at Salem, August 23, 1677. They had sailed 5-2 mo. 1677. The Kent was at Upland August 16, 1677.

The most of the Kent passengers stayed with the few Swedes scattered about Raccoon creek and had to live in outbuildings and cave like habitations until they could do better. Raymond Archut is authority for the use of caves. He tried to induce the compiler to go to look at one such place.

The Martha of Hull

In October 1677 the Martha of Hull arrived in the Delaware and Governor Andross wrote a pre-emptory letter to his Captain Billop at New Castle asking for information. He also replied to a letter from the commissioners at Burlington about the import duties etc. In this letter, October 18, he mentioned his contemplated voyage to England. He was back in New York early in October 1678.

The Mary of Dublin

This tiny eighty ton vessel, Mary of Dublin or Liverpool sailed 16-9 mo. 1677. John Wall was her master. She reached Elsinboro with six or seven families of Quakers including the Fairbanks, Stubbings and eleven Thompsons, February 22, 1677-8 and John Thompson's "servant" William Hall. The ship had suffered from sea hazards and damage by ice in the Delaware Bay. The instructions from New York, February 25, 1677-8 were the ship would have to clear at that place. Hall became one of the foremost and wealthiest men of Salem county. He was a merchant and died in 1714.

The Willing Mind

The Willing Mind, John Newcomb, master, arrived at West New Jersey, January 1677-8. George Deacon, Sr. and Jr. and the latter's wife were on this ship. Samuel Smith said Henry Salter and James Nevill were also aboard. John Hancock who landed in Maryland about October 25, 1679 also came in the Willing Mind probably on another voyage.

The Shield of Stockton

The Shield of Stockton in 1678 after sixteen weeks voyage landed a large number of colonists at Burlington. Smith gave the ship's name as the Shield from Hull, Daniel Fowers master.

Later Ships

Thomas Woodroffe and wife and children reached Salem in April, 1679. They came in the Success. John Madocks, wife, stepson and servants also came in the Success which landed in Virginia, 12 mo. 1678-9.

John Smith and wife Susannah came in the Charles and landed at New Castle 6 mo, 1685.

Roger Carary was a passenger on the pink that brought the Newton Creek colonists, the Owners Adventure, of London, which arrived in the Delaware bay, Nov. 18, 1681. The Henry and Anne also came in 1681.

Rudra Morris came to Philadelphia in 1683 and his wife, Jaell, in the Shield of Stockton, July 1686.

James Wasse one of Fenwick's purchasers and trouble makers came over in Capt. Samuel Groome's ship which landed in Maryland probably late in 1676. Wasse was one of the picturesque characters like Andross, Basse, Nevell and Cornbury who left tell tale finger prints as well as foot prints in the tablet clay between the Rancocas and Cape May. They were all able but self opinionated and troublesome.

Ship Builders

Samuel Groome was not only a sailing master but a ship owner. He had a ship built on the Delaware likewise Gregory Marlow in 1676 where Philadelphia was located later. This was likely and so stated by Marion V. Brewington in his article, Maritime Philadelphia, 1609-1837 April 1939, number of the Pennsylvania Magazine of History. Samuel Groome, Sr. was one of the proprietors of East New Jersey. He died in the first quarter of 1684.

Prospective Information

The facts about the first colonists and the ships on which they came have become very much confused. To-day it would probably be possible to have researches made in England, New England, New York, Maryland and Virginia that would produce more or less informative results. The writer has been much surprised at the many mistakes he has noticed and imagines he has made more than he should himself. It is not even safe to depend on original manuscript records without corroboration. Standard, unques-

tioned authorities furnished many typographical errors. Wade is called Ward; Guy is called Gray; years are transposed, etc and etc.

One thing is positively certain, a ship may have visited several ports and may have carried passengers who went to different distant places.

The Ship Griffin's passenger list has been made up by the writer after laborious research. He presumes that after 1680 a great many ships came to the Delaware river the names of which have never been published. Prior to that year, he is also convinced, there were others that will remain unknown.

Quaker Certificates of Removal

One of the most factual things about our first Quaker immigrants would be their collected certificates of removal to America from the monthly meeting records in England and Ireland. So far as the writer knows we have nothing of the kind in America. The only copies of foreign Quaker records are extracts of the vital statistics for pedigree purposes. Apparently no certificates were recorded in the Salem Monthly Meeting records at the time of its organization. It was slightly different with the Burlington meeting. Richard Guy, cheesemonger, in Wapping from Schoolhouse Lane in Ratclif, London, secured his certificate dated July 14, 1675. His wife Bridgett received one 1 mo. 13, 1676-7 "for transporting herself beyond the seas to her husband". They were handed in at Burlington instead of Salem.

Samuel Clift also received one to go to New Jersey 1 mo. 13, 1676-7.

William Peachee, "haberdasher of hats," John Borton, John Pankhurst (Pancoast), William Butcher, Ann Butcher, widow, and her daughter, Frances, spinster, Isaac Merriott and other familiar names appear in the earliest Burlington records which seem to have been kept better than those at Salem. The certificates of removal were always important with the Quakers—a sort of religious passport from one place to another.

Indian Princess Myth

One of the myths of New Jersey genealogy is that about an "Indian Princess" whose full name appears in the English Quaker records. Many of her descendants are proud of their

Indian? ancestry. She was a different kind of Pocahontas from the genuine one but has a conspicuous place in the hearts of romantic people.

Who Were They?

Thomas Watson who witnessed Fenwick's first Indian purchase deed and who was one of the first planters may have come with Pledger and Lafever or even Fenwick himself. Thomas Dodwell who had a servant when he was taxed by the New Castle court and who recorded his ear mark September 6, 1677 in its books rather than in Fenwick's is another unidentified planter at Cohansey. Samuel Winder who acted for Fenwick Adams, as registrar, Edward Lumley, Robert Windham, Robert Goulsbury, Richard Rickston have been lost in the paucity of the historical records.

Samuel and Anne Hedge of Hedgefield

The marriage record of Samuel Hedge and Anne Fenwick could not be found. Her fine signature appears as a witness on Fenwick's deed to Anthony Page, April 14, 1676. It is also witnessed by Richard Noble and William Lawrence. Fenwick's deed to Samuel and Anne Hedge for two thousand acres, probably a wedding gift, was dated November 30, 1676. Authorities have written that the marriage took place in the spring time but the writer guesses from the above it was later. The Hedge family pedigree would be a most interesting one to trace for evidence of the disappearance of Fenwick's real estate. Hedge was trusted by Fenwick and was one of his executors. The Hedge genealogy from the viewpoint of history should be worthy of research. Much more is known about the three John Smith families of Salem county, than the three families of the daughters of John Fenwick. John Smith, of Smithfield, John Smith of Amwelbury and John Smith, of Hedgefield, seem to have left a multitude of descendants who have taken pride and interest in their heritages, as they should.

The death dates of both Samuel Hedge and his wife, Ann, the daughter of Fenwick are unknown to the writer. Shourds stated they both died between 1694 and 1697 leaving one son, Samuel, who married Rebecca Pile. Samuel Jr. or the 3d, as usually mentioned died

3-11 mo. 1709 and his widow married Daniel Cox, of Burlington 1712. Samuel Hedge and his wife, Ann were both living July 1, 1703, when they sold 500 acres in Elsinboro, at Guys Point. She was mentioned as the surviving daughter and heiress of John Fenwick. Their son, Samuel, joined in the deed. The latter's will was proved July 15, 1709. His father Samuel and his wife, Rebecca, were named as executors of the will which was dated, Feb'y 5, 1708-9, over a month after the date given by Shourds, Jan. 3, 1709, as that of his decease.

The William Hedge who died in 1702, and who had a sister, Dorcas Smith may have been a son of Samuel and Ann Hedge. Shourds did not have the handy reference of the New Jersey state archives. He is often criticized but few could have done so well. Critics are numerous but workers are few in the genealogical and historical fields. Shourds must have spent at least twenty years on his monumental task. Who are the descendants of Fenwick Adams, Fenwick Dickinson and Fenwick Champnes?

Early Deaths of Fenwick's Colonists Peter Huff

Peter Huff a passenger on the Griffin made his will September 30, 1676, while he was "a sojourner in New Castle." He died within a few days and an inventory of his estate was made October 4, 1676. He was a tailor and his personal estate included sixty-seven dressed buck and doe skins, eighty raw deer skins and two bear skins, which were appraised by J. Dickson and Thomas Spry at twelve hundred and eighty three guilders. Huff was from St. Martin's in the Fields, London and left a widow and "little daughter" both named Eleanor. Huff purchased five hundred acres of Fenwick, May 12, 1675. He so far as the writer knows was the first one of the Griffin passengers to pass away. His will was recorded at both Salem and New Castle. James Williams and Samuel Land were his executors. Thomas Spry was the first English speaking attorney on the Delaware river and was there several years before the landing of Fenwick. The late John Frederick Lewis, Esq., President of the Historical Society of Pennsylvania, a friend of the writer, wrote a

book depicting the legal activities of Spry who had a knowledge of the Dutch language. He translated the Lucas Peterson Indian deed for land in Salem County dated December 30, 1671. Samuel Land came with Fenwick and J. Dickson was probably one of the early Quaker settlers in Maryland.

Deer Skin and Leather Breeches

The first tailors made breeches of dressed deer skins and leather. It is highly probable that tanned hides and furs were the principal dress of the first settlers at New Salem. Major Fenwick willed his best leather breeches to his grandson Fenwick Adams.

Henry Salter

Henry Salter, silkman of London, who bought ten thousand acres of Fenwick, July 9, 1675, apparently came to New Jersey on the ship with William Malster who had returned to England and gave testimony in the Chancery court favorable to Fenwick.

Salter died April 11, 1679 and was buried the next day. On these two days an inventory was made of his estate by James Nevill and William Penton, commissioners. John Jennings, constable and John Salter heir and son of Henry Salter were present. On April 14, the court appointed James Nevill to take care of the son and the estate. The reason for the haste is unknown.

Salter was undoubtedly a merchant judging from the inventory. He left a widow named Anna, whose name is frequently found in the early real estate annals of New Jersey.

Richard Hunter

Richard Hunter, tanner of Dublin, made his will September 1, 1679, in the province of New Jersey. He had a large stock of bear, mink, wild cat, raccoon, fox, otter, muskrat, beaver, raw deer and dressed buck skins also bar lead, shot, rum, molasses and "sperma citty". All of this list tends to show the native origin of the name of Game creek and one of the real reasons why the early Dutch, Swedes and English before Fenwick all hovered around Salem creek. The fur trade was the lode stone for all of them and the main cause for the location of Fort Elfsborg.

The appraisement of the personal estate was made by John Cann and James Williams and was entered in the court record at New Castle by Ephraim Herman, clerk, 2 x ber (Dec.) 1679. It was also recorded at Salem.

Hunter was one of seven men who bought 1/90 of 90/100 or 1/100 part of West New Jersey of Penn, Lawrie, Lucas and Byllinge, Feb'y 28, 1676-7. It is evident that he decided that New Salem was a better business place for a tanner than Burlington.

Furs and Wild Game

The writer has always felt there was something more than sheer coincidence about every one of the European settlements nesting itself at Salem Creek. It was the best game country on the Delaware river. The Indians knew it as such. Judging from the quantity of wild cat skins they must have been a great pest. Panthers were also numerous and the legislature offered substantial rewards for their destruction. The raising of sheep was delayed by the panther menace. Wild hogs were plentiful and fed themselves on the native artichokes which grew everywhere especially in moist places. In appearance they resembled small white potatoes.

William Hancock and Wife, Isabella

This couple undoubtedly were passengers on Fenwick's ship the Griffin although not generally so credited. As a matter of fact the so called lists of those on the Griffin have become more or less ridiculous because of the great variations. Robert Wade, April 2, 1676, then at Upland wrote his wife. "I hope thou wilt be willing to come seeing here are several of thy neighbours whom thou knowest well, as Richard Guy and his wife and William Hancock and his wife and many others." Hancock and his wife may have returned to England as others did. However it may be he September 26, 1679, then of Parish of Leonard Shoreditch, County of Middlesex, shoemaker, in contemplation of a voyage to New West Jersey made his will which was proved August 2, 1680.

He mentioned his brothers Edward, of Bath, Somerset Co., England, Richard, now of New West Jersey, sister Pacon, wife Isabella, his estate in

England and New West Jersey. William Biddle, Sarah Biddle, Mary Parnell and Jeremiah Hewes, Sr. witnesses the will. Isabella made her will, September 1, 1680, and survived her husband but a few weeks. James Nevill and John Maddocks made a combined inventory of the two personal estates. One curious thing was that there was a sword and a pair of wheel-lock pistols hardly to be expected in an inventory of a Quaker. Maybe some one may be interested enough to learn whether Hancock was a military man like Fenwick and Billing. Isabella willed Richard Davis, a servant, three pounds to pay his passage to England. She had a sister, Pentecost Dixon, who had a daughter, Hester in Yorkshire.

Fenwick deeded to Hancock and his wife, Isabella one thousand acres, April 7, 1675. Hancock was seemingly chosen as a member of Governor Fenwick's first council.

Mistake in Archives

William Hancock in the survey of 7 mo. (Sept.) 12, 1676, is mentioned as the uncle of Richard Whitacre and not Richard Hancock as given on page 556 Vol XXI N. J. Archives.

Joseph North

Joseph North one of the Griffin passengers died in Baltimore county, Maryland in February 1693-4 and left a legacy to Mary, a daughter of Samuel Hedge. Mary may have been a granddaughter of John Fenwick.

Edridge in West New Jersey

John Edridge on October 8, 1677 witnessed a deed from John Penford to Mary Perkins, widow. Penford was one of the Burlington men who bought land of the Indians for that colony.

Penn's Agent at New Salem

William Penn did not sign deeds for land in Fenwick's Colony. James Nevill during his life time signed as agent for Penn. An inventory of Nevill's estate was made Nov. 12, 1692.

Fenwick's Last Deed

The last deed of Fenwick Sept. 6, 1683 to Edward Webb was witnessed by Thomas Yorke, alias Cary, Mary White by her mark and Thomas Webley. Yorke and Webley also witnessed

Fenwick's will. The latter was from East New Jersey. He died at Shrewsbury. Mary White was Fenwick's house-keeper and married Yorke. She died between 1693 and 1696.

Poor Dwellings

Robert Wade said "as to building here is little until more people come over, for the inhabitants that were here (Upland 1676) did generally build their own houses though after a mean manner, for they fell down trees and split them in parts and so make up a sorry house." He must have referred to the Swedes.

Martha Smith wrote, "we are going to set up a good house for we have not a very good one at present".

Major Fenwick himself had to build himself a warmer dwelling two or three years after his arrival.

The chances are that the dwellings erected in Salem county by the pre-Fenwick inhabitants were very inferior ones. The so called Swedish architectural type of dovetailed joists was practically non-existent in Salem Tenth during Fenwick's life time. It should however be noted that two generations afterward brick dwellings of merit and beauty dotted the entire Fenwick colony. It is to be regretted that so many of the colonial brick farm houses of Salem county have disappeared.

Fenwick's Signature

The Gloucester County Historical Society has a receipt signed by Fenwick April 18, 1683 for ten pounds from William Hall also Fenwick's warrant to Roger Pedrick dated 20, 6 mo. 1682.

Billings and Other Governors

Edward Billing was governor of West New Jersey 1680-1687 but Dr. C. E. Godfrey states he did not come to New Jersey. He appointed deputy governors. They were Samuel Jennings 1681-84, Thomas Olive 1684-5, John Skene 1685-87. Billing died February 16, 1684-5. Daniel Cox was governor 1687-92. Cox purchased Billing's real estate and seems to have owned, March 3, 1691-2, a substantial part of Fenwick's colony when he quit the real estate business. The deed was recorded in both the East and West New Jersey records. The West New

Jersey Society was formed to take over Cox's vast estate and made some large sales in Fenwick's Tenth. John Clement gives an excellent account of the Society in the book of the Surveyors Association of West New Jersey, printed by Sinnickson Chew, 1880. This book is seldom quoted but it is a standard authority. It contains a mass of genealogical material written by Mrs. Leah Blackman.

Not a Fenwick Reminder

Major Fenwick was elected a member of the Legislature shortly before his death but he did not attend, probably because of his physical condition. Authorities state that Fenwick Island was not named for Major Fenwick. That is too bad because some persons like to see something remindful of Fenwick even though it were a glass bottle, a tomato, a chemical, an electric device, a fabric or something else that pads the pocket books of Salem and Cumberland counties alias Fenwick's Colony.

Fenwick always wrote New Salem.

Quakers Helped Famous Historian

In May 1752 the Haddonfield Monthly Meeting appointed Joshua Lord and Ebenezer Hopkins "to apply to Samuel Smith to know what is wanting on account of compiling the history of these provinces and to collect what may lie in their power and transmit them to said Samuel Smith as speedily as may be." Smith's History of New Jersey was first printed in 1765. It has been a rare book for the last fifty years. The reprint has also become scarce.

In Vol. II Notes on Old Gloucester County the writer quoted the advertisements for Col. R. G. Johnson's History of Salem. The price was seventy-five cents. Mickle's Reminiscences, paper bound, sold for a quarter. To-day they both fetch from six to fifteen dollars a copy.

Smith, Johnson and Mickle if alive would be glad to know that no American reference library is complete if it lacks their histories. If past experience is any criterion good histories are likely to become quite valuable a century or more after they are printed. Smith's in original condition have sold for as much as one hundred dollars a copy. James Parker, of Woodbridge,

removed his press to Burlington, temporarily, to print Smith's History.

First and Second Roads to Salem

During May 1704 the General Assembly of New Jersey passed an act for laying out and repairing a road, partly new, from Elizabeth Town Point to Perth Amboy and from Amboy ferry to Burlington thence to Ferry Point for Philadelphia also from Burlington and over the bridges of the different creeks to the "new bridge at Ivy Point and so into Salem Town." This manuscript act which was not approved has been of great value in tracing ancient highways. The writer discovered it when he was trying to locate the burial place of John Fenwick nearly twenty years ago. In Gloucester and Salem counties it most ly was the King's Highway and not the Salem-Burlington Road, of 1681 which ran by the Virgin Springs at John E. Watson's place at Woodstown and undoubtedly by the front of John Fenwick's Fenwick Grove Manor house. It is more than plausible that the first road was laid so that it could be used by Fenwick who had an Irish cart and saddle horses. His boat must have been a great convenience to him in transporting things between his plantation and Ivy Point. Salem creek used to be a tide water creek as far as Sharptown at least.

Herring and Trout

The writer when a boy caught so many herring in a bow net at the outlet of the bridge gate hole that he could not lift them out of the water. One time he saw three spotted trout there but did not know what they were until several years later in 1892 when he saw the same kind of fish in an aquarium in the Fallon House at Lock Haven, Pennsylvania. The trout were about ten inches long and inasmuch that trout in Salem creek were then unknown they were a great surprise.

Land Dividends

The writer has found but one instance of a dividend by Fenwick to his purchasers. The exception was three hundred acres or five percent on the six thousand acres sold to Pledger and Lafever. Dividends were common among the proprietors and

are troublesome in tracing ancient titles. The one of two hundred acres to Thomas Hester in Woodbury found by John E. Zecher who mapped the ancient Kings Highway through Woodbury was a striking case. As a result of Zecker's find the chain of title was made complete and accounted for the name Hester's run a small stream in that city.

Piles Grove Items

On October 5, 1696 William Hall and wife Elizabeth (Pile) sold to John Hopman the 380 acre plantation called Pile's Grove located between the two branches of Salem creek reserving one half an acre used as a burial place. Is it known now?

In 1704 Hall owned a grist mill on the main branch of Salem creek at Millbrook. An ancient highway ran by the mill. Joseph Champneys of Pile's Grove who died in 1715 left a legacy for an almshouse and school house. Isaac Sharp was a witness to the will. He owned a farm and was prominent as Surrogate and Colonel of Salem County militia. Sharp also witnessed the will of Thomas Haines, 1709. See Shourds for the Sharp family of Sharptown.

New Jersey vs. Delaware

Duane E. Minard Esq., Assistant Attorney-General of New Jersey, who was its Solicitor in the case of New Jersey vs. Delaware, in the Supreme Court of the United States, told the writer the law suit was an historical romance. The exhibits in the case are fascinating in connection with the early titles of New Jersey and Delaware. The references covering as they do nearly all of the known proprietary acquisitions of Penn, Berkley, Fenwick, Billing and his trustees are all worth the investigation of persons seeking information about John Fenwick. The Quinti-partite Deed of July 1, 1676 is especially informative.

Mr. Minard said that many ancient documents, stored away in basements and belfries of churches, that had not been read for two hundred years or more had been found by his agents. Family papers in possession of descendants of prominent persons of the time of Penn and Fenwick were also

brought to light. At that time the clergy were the principal caretakers and custodians of important records and documents. The public officials of England were greatly surprised at the notable finds of Mr. Minard.

Another Hedge Family

Mrs. Howard B. Hancock has been interested in these articles and has submitted some data about her ancestress Dorcas Hedge, a sister of one William Hedge. Dorcas was the widow of Moses Burrell whose will was dated Salem, N. J., 6 mo. 24, 1698. He was born in Lynn, Mass., in 1671. They had a son Moses born in New England 6 mo. 20, 1695. There was a Hedge family there prior to 1647. Dorcas, according to the Quaker records, was "a widow and a stranger" when she asked permission to marry Daniel Smith.

Mrs. Hancock's research shows that those who have claimed that Dorcas and William were children of Samuel Hedge the son-in-law of John Fenwick were mistaken. This unfortunately will necessitate a change in the pedigree of one of the compiler's friends, a major in the World War.

Mrs. Trueman H. Clayton, William A. Summerill and several other friends have written letters that have been very helpful since the Fenwick articles began in the Standard and Jerseyman, March 9, 1939.

First Murder Case. Unique Publication

"Blood Will Out, or, an Example of Justice in the Tryal, Condemnation, Confession and Execution of Thomas Lutherland, Who Barbarously Murdered the Body of John Clark of Philadelphia and Was Executed at Salem in West Jersey the 23d of February 1691-2" is the lengthy title of this rarest American imprint about Salem county. It was printed and sold at Philadelphia by Will. Bradford, 1692. The writer after a long search found a copy of this unique, priceless, nineteen page pamphlet in the Lenox Library, New York. Sickler in his History of Salem made use of it and also Watson in his Annals of Philadelphia. While it has nothing to do with Major John Fenwick it is of current interest in many ways.

Murderer a Bigamous Criminal

Lutherland left a wife and child at Clay Cotton, Northamptonshire, England, when he was banished to Pennsylvania after conviction for felony. He probably was sold as a convict servant for a period of years. He was convicted of several thefts in Pennsylvania and went to Salem where he had another wife.

Victim Well Known

John Clark was a prosperous, respected wellknown boat merchant who traded at the different places on and adjacent to the Delaware river. Clark's plundered boat was found adrift on Salem creek the morning of November 11, 1691 and it being supposed that he had been murdered Lutherland was arrested by the Sheriff after having been found in possession of goods that had been seen on the boat. He was indicted by the coroner's jury after the body was found, January 11, 1691-2, near Windham Landing. He was also indicted by the grand jury and then tried and convicted by the trial jury before the three county justices, i. e. John Worlidge, president, George Deacon and Roger Carrary.

Superstitious Custom

At the trial the villain was told to touch the corpse, a centuries old superstitious custom. His conviction took place, February 17, and he was hanged February 23, 1691-2 from a cart which "went away" and he died immediately.

Inventory of Estate

The account states that this was the first murder in the district and that an inventory of the stolen goods amounted 15£, 8s, 11d. The total value of the other boat merchandise was 28£, 10s, and book accounts totaled, 64£, 14s, 6d. John and Andrew Thompson and Samuel Hedge made the inventories, November 17, 1691. (See Calendar of Wills.)

No Superior Power, No Governor

The King's Attorney in his argument for conviction said, "Where there is a superior power, inferior magistrates have their power limited: but among equals in authority (as it is in this Province of West Jersey) there is

no Superiority, therefore those Magistrates ought to defend the weak" etc. In these remarks we have the untold reason for the printing of the case by Samuel Hedge, clerk. Under the Colonial law, the General Assembly or the Governor, had the sole right to impose a death sentence. There was no Governor or Assembly as is shown in Dr. C. E. Godfrey's book, already mentioned. Lutherland had escaped and was at liberty a short time before his recapture. The murder was a most inhuman one and the whole district was violently agitated and alarmed over the presence of a demon, like Lutherland. After his conviction all of the fifty-two persons composing the three juries, together with almost as many more prominent yoemen, petitioned the justices of the peace for his immediate execution. They assented and as a consequence the book was written, "lest this so publick Tryal should be misrepresented." Lutherland had used a canoe and piracy may have been committed but the inferior court had no jurisdiction over that kind of law breaking.

Money Then Used Included Wampum

Lutherland was a carpenter and claimed that he had paid Clark on account thirty six shillings in wampum, one piece of eight, two half pieces (of eight) nine single and two double bits of money. This gives an idea of the prevailing currency in 1691.

Justices Had Insufficient Authority

"A case of this nature never happening in this part of the country before, the Court was very cautious in passing sentence of death". The petition to the court which was published unfortunately did not give the names of the signers.

Missing Salem County Records

It is a well known fact that the first decade of the post Fenwick court records of Salem County have been missing so long that it is now considered improbable that they will ever be found. As a result of the loss of the ancient court records there is a great gap to bother historians which to some degree accounts for the lack of a complete history of the County. Some of Fenwick's own public record books also seem to be missing although no

one has noted that thought. The Indian receipts given to Pledger and Lefever are marked "entered upon the record" which is missing. The distiller's license complained of before Governor Andross cannot be found on record. Fenwick was methodical so the writer concludes as above. During and after Fenwick's time some marriages are also missing.

Are You For Fenwick Grove Memorial

It is a noticeable fact that some loyal heart strings are struck by the publication of local history. These articles about Major John Fenwick, intended to do justice to his memory, have been no exception in that way. One suggestion from Penns Grove, a splendid one, has made the writer think of the Salem Oak, a sacred, lovely reminder of the primeval era, whose towering spreading branches supported by its sturdy, gigantic trunk guards the original Quaker pioneers with a heavenly friendliness; a beautiful living memorial of their earthly careers, made by the Creator.

The suggestion is to plant and establish Fenwick Grove named by him and for him. Plant the maple, poplar, oak, hickory, walnut, persimmon, sassafras, cedar and pine and also fox and chicken grapes. Let the birds chirp and sing and build their nests in them; the thrush, wren, flicker, woodpecker, cat bird, mourning dove, robin and others if you please. Fenwick found all of them when he bought land of the Indian Nikomis whose signature mark was the first quarter of the moon.

Let everything there be a living memorial to Major John Fenwick. We should not cheat the dead of credit for their work. An extra load of corn, potatoes, hay and fodder and a score or more acres of land could justly be contributed to the memory of the uncrowned first colonizer of a great agricultural domain—Old Salem County, New Jersey, all owned at one time by Major John Fenwick. It cannot graciously disown him. His spirit still survives in the hearts of men and women. Let us think of him as an unforgotten friend and creator of some of our worth while birth rights. "I am a real friend and well wisher to all men" Fenwick's own words. What is your response? "Nunc aut nunquam."

Credit Due To The Standard and Jerseyman

The owners and management of this century old newspaper have shown a generous attitude in connection with the writer's flair for the history of his native county. No desire for pecuniary gain has ever been suggested. Among other things, written by the writer, they published serially "Salem County in the Revolution." This in his opinion in many instances replaced fiction with facts and has stood the test of time: strange to say nothing of importance has been found since its publication which would have added materially to it excepting Joseph S. Sickler's identification of Joseph Bacon, who was killed at Hancock's Bridge. The impassioned orator, with or without credit to the source of information, may with uplifted arms to Heaven now truthfully say that the herd of cattle seized by General Anthony Wayne saved the Grand Army at Valley Forge from dire disaster. The county of Salem is entitled to great credit for its patriotic men and

women of the Revolution. Walter Hall the President of the Salem County Historical Society has almost made a national shrine of the Hancock House at Hancock's Bridge, the Alamo of Alloways Creek.

The Standard and Jerseyman again, without desire or prospect of monetary gain, has for a period of 24 weeks freely given the use of its columns for this series of articles about "Major John Fenwick the Colonizer and Founder of the First Permanent English Speaking Colony on the Delaware River, 1675". Fenwick's far reaching influence on the history of not only New Jersey but possibly the whole adjacent region will ultimately be recognized by all who may be fairly interested in American history. If these comprehensive articles about Fenwick, the first for half a century, should add to the glory, spirit and pride of Salem County this newspaper should not be forgotten as the vehicle for their dissemination and liberal credit should always be given to it.

FRANK H. STEWART.

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