

Andrew Marvell ‘in want of money’: The Evidence in *John Farrington v. Mary Marvell*

‘The legend of Marvell’s poverty’ – to borrow a phrase from a recent essay by Annabel Patterson and Martin Dzelzainis – underpins his reputation as an incorruptible defender of liberty.¹ That underpinning is illustrated by the tale told in 1726 by Marvell’s editor, Thomas Cooke, of the attempt by Charles II, through his Lord Treasurer Danby, to compromise Marvell’s independence by offering him, first, a place at court and, when that had been declined, one thousand pounds. After Danby had left, so Cooke’s story goes, Marvell had to send out to borrow a guinea.² A later elaboration, recounted by Augustine Birrell from a ‘pamphlet printed in Ireland (1754)’, even has Marvell asking his servant, in Danby’s presence, what he has for dinner and being told that it is the broiled blade-bone from yesterday’s shoulder of mutton.³ The legend obviously invites a degree of scepticism. Given what we know about Marvell’s liking for secrecy, it is easy to believe that, if he had been a wealthy man or just comfortably off, he would have taken care to conceal the fact. This conjecture, in the absence of evidence either way, seems just as plausible as that of his poverty. However, recently discovered documents in the Public Record Office, in particular a deposition sworn by the bookseller Nathaniel Ponder, establish beyond much doubt that Marvell was genuinely poor.

The deposition is one of five that were taken in the course of Chancery proceedings brought by John Farrington, as administrator of the personal estate of Edward Nelthorpe, against the administrators of Marvell’s estate, Mary Marvell and John Greene. The case, *Farrington v. Marvell*, is the main action in a cluster of Chancery proceedings which were discovered by Fred S. Tupper and used by him in his attempt to show that Mary Marvell, otherwise known as Mary Palmer, was not as she claimed the widow of Andrew Marvell. Tupper argued that the Chancery proceedings demonstrated that she had been an accomplice of John Farrington’s who at first helped him to get control of Edward Nelthorpe’s assets but later fell out with him and tried to claim some of those assets for herself.⁴ The documents that Tupper discussed were the pleadings (bills of complaint and answers) and orders

made in these proceedings. He not find the depositions, that is to say, the evidence of the witnesses produced and examined on behalf of the parties.⁵

Farrington, the complainant in the main action, and Nelthorpe, whose estate he was administering, had been two of four partners who carried on the business of merchant bankers under the name Richard Thompson & Company. The partners were declared bankrupt in 1676. Because official bankruptcy records are sparse for the period before 1710, we are forced to rely for most of our information about the collapse on the self-serving account published by the partners themselves (or some of them).⁶ In this, they defend themselves against accusations of having concealed their assets and account books and allege that they had paid out £60,000 before the initial meeting with their creditors and another £50,000 afterwards. They blame the intransigence of a minority of creditors for the failure to reach an agreement on the distribution of their assets, claiming that this minority had procured the appointment of three successive commissions in bankruptcy against the partners, not being satisfied as to the rigour with which the original commission and its successor had pursued the partners.⁷

At the time of his death, on 18 September 1678, Nelthorpe had been living in hiding in Great Russell Street, in a house held on a short lease in the name of Mary Palmer, the woman who would become Marvell's administratrix under the name Mary Marvell. She later said that Marvell had requested her to take the house on lease in about June 1677, saying that a friend of his would come to stay with them there. The friend, who turned out to be Nelthorpe, would pay the rent and housekeeping expenses and give her £10 a year in addition 'for her Trouble' (C6/242/13). Marvell died in the same house about a month earlier than Nelthorpe, on 16 August 1678.

Farrington acted very quickly to take out administration of Edward Nelthorpe's personal estate, in the capacity of creditor. Some months later, administration of Marvell's estate was granted to Mary Marvell and John Greene.⁸ Greene was an attorney who obtained the administration by claiming on oath to be a creditor of Marvell's. As he later admitted, his name was used in Marvell's administration 'in trust for' Farrington, who was paying Greene's fees. Farrington in turn made clear that it was as Nelthorpe's administrator that he was claiming to be Marvell's creditor.⁹ It was Nelthorpe's estate, rather than Farrington personally, who in fact had a claim on Marvell's estate.

That claim had arisen because, on 9 June 1677, Nelthorpe had deposited £500 with a goldsmith, Charles Wallis, and had taken in return a bill providing for repayment six months later of that sum with interest.¹⁰ In default of payment by 9 December 1677, the amount payable under the security was to rise to £1,000. The security was not payable to Nelthorpe, however, but to Andrew Marvell. The transaction was obviously a device to conceal some of Nelthorpe's assets from the bankruptcy commissioners. In 1681, some two years after he had become one of Marvell's administrators, Greene sued Wallis at common

law on foot of the security, claiming that the debt, which had fallen due more than three years earlier, was still outstanding. The proceedings were taken in Greene's own name and Mary Marvell's, as administrators of Marvell's estate. Mary Marvell put a stop to the suit, saying that this was the first she had heard of the security and that her name was being used without her authority. In response, Farrington commenced Chancery proceedings.

The defendants named in Farrington's bill of complaint (C6/276/48) were Mary Marvell, John Greene and Charles Wallis. Farrington claimed that the security had been made out in Marvell's name 'in trust' for Nelthorpe, whose money it represented. He asked the court to compel Marvell's administrators to allow their names to be used in suing Wallis at common law, for the benefit of Nelthorpe's estate (that is to say, for the benefit of Nelthorpe's creditors, who were also Farrington's, and who might then be disposed to release the latter from imprisonment for debt). He alleged that the security had been in Nelthorpe's custody at the time of his death, as one would expect if Marvell's name had been used merely as a smokescreen. Greene made an answer to Farrington's bill in which he admitted that he believed the £500 to have been Nelthorpe's and said that he was willing to comply with Farrington's requirements. Mary Marvell's answer attempted to raise an inference that the security had been in Marvell's possession when he died, by accusing Farrington of having removed various 'Hampers trunks bonds bills & other goods' from Marvell's lodgings at Maiden Lane, London.

Mary Marvell and Wallis both brought cross-bills against Farrington (C7/587/95 and C6/275/120), Mary Marvell repeating in a more elaborate form the claims in her answer to Farrington's bill, and Wallis claiming that he had repaid the £500 to Nelthorpe during his lifetime, but had failed to recover the security, which Nelthorpe had promised to deliver to him later. Farrington responded with a further bill of complaint against Mary Marvell and her landlords of the house in Great Russell Street, Mr and Mrs Morris (C6/242/13). Only the first complaint, Farrington's against Mary Marvell, Greene and Wallis, came to trial (C78/1133/2). Although the parties had been free with their allegations in the pleadings, the issue that was tried was a narrow one: whether the £500 that had been paid to Wallis had been Nelthorpe's money or Marvell's. It was determined that it had been Nelthorpe's.

This much has been known since Fred S. Tupper's 1938 article on Marvell's supposed marriage to Mary Palmer. As I hope to show elsewhere, Tupper's argument in support of his main claim – that the 'widow' was a fraud – is based on errors of fact and interpretation. His errors notwithstanding, he did an admirably thorough job of finding and extracting the main facts from the large number of documents generated by such a simple case. As has already been noted, however, the documents that he found did not include the depositions, the written evidence of the witnesses who were examined on behalf of the parties.¹¹

In 1938, this evidence could have been unearthed only with great difficulty. The names of deponents examined in London in Chancery proceedings (among other things) are listed in the Bernau Index, compiled under the direction of the genealogist Charles Allen Bernau between 1914 and 1929, but the index became generally available on microfilm only after Bernau's death in 1961.¹² Moreover, it is possible to use this index to find the depositions in a particular case only if the name of at least one deponent is known. In most cases, the deponents will not include the parties, who were generally not acceptable as witnesses because of their interest in the outcome. We are lucky in *Farrington v. Marvell* that one of the witnesses produced on Farrington's behalf was Charles Wallis, who is named as a defendant and who brought his own cross-bill. Wallis was also one of five witnesses whose depositions are to be found at PRO reference C24/1069 [Part 2, No. 36]. His deposition contains an account of the transaction with Nelthorpe, with whom he had previously had regular dealings.

Another of Farrington's witnesses was Nathaniel Ponder, the bookseller who had published the two parts of Marvell's *The Rehearsal Transpros'd* (1672 and 1673). Ponder's deposition is very revealing as to Marvell's financial circumstances between 1672 and his death in 1678. This is the deposition in full (angle brackets indicate readings that are not clear in the original):

28mo. Junij, Ano. 34. Car 2 1682

ffarrington <quer> con Marvell et al Defts

Nathaniell Ponder of the pish of St Mildreds in the Poultry Cittizen & Stationer of London aged 38 yeares or thereabouts being produced as a witness on the pt of the Complt in this cause was &c. <shewed> in pson to Mr <Lugg> &c. by Mr <Banister> &c. Deposeth & sayeth

- 5: That hee this Depont did knowe [deletion: & was well acquainted with] Andrew Marvell [deletion: in this Inter named] Deceased in this Inter inquired of when hee was living & was very well acquainted with him, And this Depont soe knew & was acquainted with him the said Andrew Marvell for the space of five yeares or thereabouts before his decease. And this Depont sayeth that hee doeth beleive that the said Andrew Marvell for the space of about five yeares before his death was not able to lend one hundred pounds of his owne proper moneys And sayeth that hee doeth not knowe [deletion: nor beleive] neither doeth hee this Depont beleive that that [*sic*] hee the said Andrew Marvell was in [deletion: the] that space of tyme aforesd [interlined: <ever>] worth one hundred pounds besides his bookes and furniture; And sayeth that hee beleiveth that the said Andrew Marvell was in want of money for that hee the said Andrew did become indebted to this Depont for bookes that hee had of this Depont & which debt amounted to 14^l. 5^s. & 9^d. or thereabouts, and this Depont could never gett the said Andrew to pay him his Depont the said debt or any pt thereof and as this Depont <understood> hee the said Andrew was in want of money & soe could not pay this Depont his [deletion: <sd>] debt, [deletion: But] And sayeth that hee [deletion: this Depont] the said Andrew

Marvell owed this Depont the said debt at the tyme of his decease And that the same had beene due to this Depont for aboute a yeaere & a halfe before hee the said Andrew dyed And that this Depont did not sue him for the same because this Depont could not then fynd where the said Andrew Marvells [interlined: aboad <then>] was, And sayeth that hee this Depont did never heare him the said Andrew Marvell say that hee had any money [interlined: out] at Interest [deletion: <nor> did this Depont to his <remembrance the said>] neither did the said Andrew Marvell ever complaine to this Depont of his want of money but hee the [deletion, one word] said Andrew [deletion, <used to>] [interlined: after hee came indebted to this Depont did] tell this Depont that hee would satisfie this Depont his debt, one way or other or to the same effecte, but sayeth that hee doeth not remember that [interlined: hee] the said Andrew ever borrowed any moneyes of this Depont And further hee sayeth hee cannot depose to this Inter to his remembrance

[Signed] Nath: Ponder

What must be taken into account in assessing this document is that depositions in Chancery proceedings were the witness's sworn answers to lists of questions known as interrogatories, drawn up by the parties and put to the witness by an examiner. The interrogatories drawn up on Farrington's behalf were designed to show, first, that Nelthorpe had been 'declining in his credit' and had gone into hiding shortly before his transaction with Wallis and, second, that the money deposited with Wallis could not have been Marvell's because Marvell did not have such sums.¹³ The deponent in his answer is thus often merely echoing the language of the interrogatories. The particular interrogatory (number 5) to which Ponder is responding reads as follows:

Also were you well acquainted with Andrew Marvell decd in the present Interrogatory named how long did you know him before his death doe you know or beleive that the said Andrew Marvell for the space of five yeaeres before his death was able to <lend> one hundred pounds of his own proper moneys did you know or beleive that he was in that space of space [*sic*] worth one hundred pounds besides his books & furniture did you ever heare him say he had any money out at Interest did the said Andrew Marvell ever complaine to you of his want of money Did he ever borow moneys of you or become indebted to you how much moneys did he owe you at the time of his death and how long [deletion, <did you>] was the same money due to you before his death why did you not sue him for such moneys declare the Reason of y^r knowledge and beleife herein.¹⁴

It will be seen that, though it is Ponder who swears that Marvell was not at any time worth £100 besides his books and furniture, both the amount (£100) and the qualification (besides his books and furniture) are suggested by Farrington or his lawyer, who prepared the question. In much the same way, when Ponder says that he did not sue Marvell because he could not find where Marvell's abode then was, this is not necessarily to be taken as an expression of chagrin at Marvell's eluding him, but simply as an answer to the question 'why did you not sue him for such moneys[?]'. However, while the deposition is not wholly

in words chosen by Ponder, it is unequivocal. Further, Ponder was well placed to be able to say whether Marvell was well off.

If the sceptics are right and Marvell's poverty is an unfounded myth, he must have had some means of earning money apart from his parliamentary stipend. One possibility is that he received payment from one or more businesses for work done in their interest. Farrington alleged that Marvell had at times been 'kept & maintained by the said Mr. Nelthorpe & partners or some or one of them'.¹⁵ This might be taken to suggest that Marvell had been receiving regular payments from the bankers but Farrington's evidence falls short of establishing that this was the case.

The other three deponents produced by Farrington were former employees of Nelthorpe and his partners. They all say that the partnership's books showed Marvell as a debtor: Thomas Speede gives the amount of the debt as £140, Gershom Prowd as about £150 and Edmond Portmans, who had been the bankers' cashier and book-keeper, as between £100 and £200. Prowd adds a detail not mentioned by the others: he says that Nelthorpe asked for the debt to be transferred from Marvell's account to his own, something that Prowd believes was done so that Marvell would not have any trouble from the commissioners in bankruptcy. This raises an important question: that of the propriety of Marvell's behaviour in relation to Nelthorpe, his partners and their creditors. Did he know that Nelthorpe was using his name to conceal assets? Wall's suggestion, that he may have been a creditor enjoying an illegal preference, can now be discounted, since the evidence shows that he was not a creditor of the bankrupts, but Prowd's deposition suggests a different possibility: that he was an unlawfully favoured *debtor*.

Marvell's attitude to wealth can be inferred from his moralising at the expense of pluralistic clergymen in *The Rehearsal Transpros'd: The Second Part* where he asserts that 'those that can go upright under the load of wealth, make up the lesser number of mankind, and for the most part they that seek it more earnestly do the worst deserve it'. Instead what they should value is 'the sweetness of a contemplative life', which goes hand in hand with 'a freedom from the common occasions of vice, and from the Mechanical drudgery of raking together a fortune'.¹⁶ It now appears that Marvell followed his own advice.

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Notes

- 1 Annabel Patterson and Martin Dzelzainis, 'Marvell and the Earl of Anglesey: A Chapter in the History of Reading', *Historical Journal*, 44, 3 (2001), 703–26, at 705.
- 2 Thomas Cooke, *The Works of Andrew Marvell*, 2 vols (London, E. Curll, 1726), cited in H. M. Margoliouth (ed.), *The Poems and Letters of Andrew Marvell*, 2

- vols, 3rd ed. revised by Pierre Legouis with the collaboration of E. E. Duncan-Jones (Oxford, Clarendon Press, 1971), I, 403.
- 3 Augustine Birrell, *Andrew Marvell* (London, Macmillan & Co., 1905), pp. 209–10.
 - 4 Fred S. Tupper, 'Mary Palmer, Alias Mrs. Andrew Marvell', *PMLA*, 53 (1938), 367–92.
 - 5 PRO references to the pleadings discussed by Tupper are, where relevant, given in the text and begin with a number in the range C6–C10. The pleadings relating to a particular case are not necessarily filed together; for example, C8/252/9 contains the answers of Farrington and Greene to Mary Marvell's bill of complaint, which itself is at C7/587/95. Tupper cites three orders, which are found at C33/261/308, C33/261/560 and C78/1133/2. The depositions, all of which were taken on behalf of the complainant, John Farrington, are filed together at C24/1069.
 - 6 *The Case of Richard Thompson and Company: With Relation to their Creditors, Published for Better Information* (London, 1678), p. 19 (Public Record Office, SP 30 G). The bankruptcy is discussed by L. N. Wall, 'Marvell's Friends in the City', *Notes and Queries*, 204 (1959), 204–7.
 - 7 *The Case of Richard Thompson and Company*, pp. 7–8, 19–20, 23–5.
 - 8 The record of Nelthorpe's administration is to be found at Public Record Office, PROB6/53 fol. 88v (dated October 1678). Marvell's, which is dated March 1679, is at PROB6/54 fol. 25v.
 - 9 Greene's answer to Wallis's bill, C6/275/120. Greene's admission is confirmed in Farrington's answer to the same bill, at C7/589/82.
 - 10 In the pleadings, the parties refer to the sealed document that Nelthorpe obtained from Wallis as a bill or, sometimes, a penal bill. To avoid confusion with the various bills of complaint in Chancery, I have preferred the term 'security'.
 - 11 However, there was a mechanism – which as it happens was used in *Farrington v. Marvell* – by which disputed questions of fact could be referred to a common law court for determination. On the examination of witnesses, see Henry Horwitz, *Chancery Equity Records and Proceedings 1600–1800* (Kew, Surrey, PRO Publications, 1998), pp. 20–1 and D. E. C. Yale (ed.), *Lord Nottingham's 'Manual of Chancery Practice' and 'Prolegomena of Chancery and Equity'* (Cambridge, Cambridge University Press, 1965), pp. 108–15.
 - 12 Hilary Sharp, *How to Use the Bernau Index*, 2nd edition (London, Society of Genealogists, 2000), p. 3.
 - 13 Mary Marvell does not seem to have submitted interrogatories to be asked of Farrington's witnesses, as she would have been entitled to do.
 - 14 In this case, the interrogatories are filed with the depositions, at C24/1069.
 - 15 Farrington's answer (C8/252/9) to Mary Marvell's cross-bill (C7/587/95).
 - 16 Andrew Marvell, *The Rehearsal Transpros'd and The Rehearsal Transpros'd: The Second Part*, ed. D. I. B. Smith (Oxford, Clarendon Press, 1971), pp. 237–8. I am grateful to Martin Dzelzainis for drawing my attention to this passage, and for his comments and suggestions generally.

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