

Will of Samewell Allin of Braintree (SuffolkCo), MA, 2Aug1669, proved 16Sep1669
transcribed (RMM) from photocopy of original [will—SuffolkCoMA, Probate File 504](#) [Analysis Follows](#)
[leaf 504-2] captions(cover leaf): **Sam[uel] Allin** inventory 10Sep1669 || Samuel Allen Will 10Sep1669
[leaf 504-3]

2Aug1669

The Last Will and Testament of **Samewell Allin** of Brantree in the county of Southfolke in New England, being at this time very weak in body, yet through God's mercy in good and perfect memory and understanding, concerning what wordly estate God hath blessed me with as followeth:

- IMPRIMIS [Firstly], that what debts I do owe be carefully paid with as much speed as may be convenient.
- Secondly, I do give and bequeath unto my son **Samewell Allin** £20 to be paid him or his out of my estate—£10 within one year after my decease, and £10 within three years after the first payment be made.
- Thirdly, I do give and bequeath unto my son **James Allin** £5 to be paid unto him or his within three years after my decease.
- Fourthly, I do give and bequeath unto my son-in-law **Josiah Standish** £10 to be paid to him or his— £5 within one year after my decease, and the other £5 within two years after that first payment be made.
- Fifthly, I do give and bequeath unto my son-in-law **Nathanuell Greenwod** £5 to be paid to him or his within three years after my decease.
- Sixthly, I do give and bequeath unto my daughter **Abbegall Allin** £30 to be paid unto her when she shall be at the age of twenty and one years.
- Seventhly, the rest of my estate, as house and land and what else remains, I leave between my beloved wife and my son **Joseph Allin**, that is to say that my beloved wife, **Margeret Allin** shall have half the benefit of house and land and what other effect[s] may be left after the disposing of the legacies above during her natural life and the other half to my son **Joseph**, provided they shall both join together in what is necessary for the support of such as are left in the family

And also my will is that if my son **Joseph Allin** shall marry where his thoughts have first been, that what estate he hath shall remain to his children. And if it please God he die without issue, his estate after his wife's decease shall return to my children.

Also, my will is that my wife shall have liberty to give unto any of her children to the value of £10, where she shall see need.

Also, I do hereby make my wife and my son Joseph my executrix and executor of this my will.

Witness the hand of **Samwell Allen**

Witness: **Francis Eliot, John French, Thomas** [*mark*] **Holbrook**

[leaf 504-3(reverse of 504-2) [caption:] Mr. *****, Major Hawthorn, Recorder

At a meeting of the magist[rates?] [r?]ecorded in Boston 16Sept69,

Francis Elliot & Jno[John] French depose that having subscribed their names as witnesses to the [whm?] written will were present on the date thereof, and did ****, hear, and see the late **Samuell Allen, Sr.**, sign and publish the same to be his last will and testament; that when he so did she [*sic*] was of a sound disposing mind to their best knowledge. Edw[ard] Rawson, Recorder

The abstractor of this will in *Suffolk County Wills: Abstracts of the Earliest Wills Upon Record in the County of Suffolk, Massachusetts (from the NEHGR)* (GPC, 1984), adds, from another source than 504:

“Inventory of the Estate taken 6th mo. 27th day, 1669 [27Aug1669]

by *Francis Elliot, John French*. Amt. £228/12/9”

“16 September, 1669. *Margaret Allen* Executrix, and *Joseph Allen*, the eldest sonn, Executor to the last will of Samuel Allen, deposed.”

Analysis of Samuel's Will

Although the will of Samewell Allin has been abstracted, and even semi-transcribed, in *Suffolk County Wills*, I've made my own transcription of it because I don't much like the published one. Even though the published version is presented as though it were a literal transcription, complete with archaic spellings, capitalization, and punctuation, a comparison with the original will shows that it has left out not only much of the boilerplate framing, but also many words and phrases that occur in the text. And while the words that are retained correspond to the original words and are sufficient to accurately convey the original meanings, this form of abstract masquerading as a transcription, with no prefatory explanation of the conventions followed in the abstracting, falls short of modern scholarly standards.

The abstract also violates another, virtually universal, scholarly convention: names must be spelled in the abstract or transcription exactly as they appear in the original. I follow that rule even in the otherwise fully modernized RMM transcription rules that I prefer, and which I've defined fully [here](#). In brief, in my transcriptions all the original words are retained (except that I standardize dates to ddMMMyyyy format, and monetary amounts), but their spelling, capitalization, and the punctuation of the original is modernized in accordance with my expert interpretation of the original text.

Finally, although it's important to preserve the original spellings of names in transcriptions and abstracts, and conventional also to carry those spellings over into specific references to these documents, I'm going to set the latter convention aside in what follows, because extensive reproduction of the original, rather eccentric, spellings of "Samewell", "Jeames", "Abbegall", and "Allin" would otherwise become intolerably distracting, not to say pedantic. I will accordingly render these names, "Samuel", "James", "Abigail", and "Allen", respectively.^[1]

Another problem with the *Suffolk County Wills* abstract of Samuel's will is that it includes, without citation, two ancillary probate records that haven't been collected in Samuel's SuffolkCoMA Probate File 504: namely a record of the will's presentation by the executors, and the filing of an estate inventory. Yet on the other hand it omits one of the items that does appear in File 504: the proof of the will by two of the three witnesses that appears on the reverse of the will document itself.

Lacking the originals of these two additional items in the *Suffolk County Wills* version, I've transcribed them below exactly as they appear in this secondary source. If we can trust this abstract, it's useful to know that Samuel's inventory was completed 27Aug1669, which is consistent with an early death date for Samuel (5Aug1669 is claimed, without any cited evidence), and also that the value of his estate totaled £228/12/9—I've made use of that number in my analysis below.

However, the presentation of the will by the executors on the same date that the witnesses appeared in court to prove it, makes one wonder why they needed to be summoned for that purpose: usually colonial courts were satisfied with the testimony of the executors as sufficient proof of the will, though they sometimes also placed them under bond, which doesn't seem to have happened here.

A more serious problem arises with the characterization of co-executor Joseph Allen as his father Samuel's "eldest sonn". This is in direct contradiction to other, stronger evidence, and is at odds too with the overall structure of the will and its set of bequests. I've given this anomaly some consideration in my analysis below, but before I get into that a bit of background on colonial wills might be in order.

¹ The given name of Samuel's son-in-law, Josiah Standish, is sometimes spelled "Josias", and this is true even in Anderson's MILE STANDISH Sketch in his *Great Migration* series. Yet these were literate Bible-reading Puritans, who favored biblical names for their children, and Josiah was a famous King of Judah and religious reformer, while there was no "Josias" in the Bible. Although the spelling "Josias" occurs in various transcriptions, such as Bank's transcription of Thomas Mayhew's authorization to William Pabodie, Josias Standish, and James Allin to purchase land on Martha's Vineyard, I think that this must surely be a misreading of "Josiah"—"h"s at the end of words in the old 17th century script can look just like later "s"s.

Colonial American Wills

Samuel's is a typical colonial will, and as such supports certain provisional inferences. The religious framing is conventional and not a sign of special piety in this first generation Puritan immigrant.

Under the English common law (which continued to govern even after the Revolution, and for that matter to the present day), under the now obsolete doctrine of *femme covert*, by default the father and husband of a family owned all of the family property, subject only to his wife's dower life interest (as a potential widow) to one-third of the real estate that he ever owned during marriage—including any real estate or other property that she might bring to the marriage or acquire by inheritance during the marriage. The only way a wife could own property in her own right was by pre-nuptial agreement, but such contracts were exceedingly rare, and mostly confined to wealthy widows who had children by previous husbands with an interest in the property she brought to a subsequent marriage.

The property of men who died without a will was disposed of automatically, according to a formula set forth in the laws of intestate inheritance. Though there was some variation from one colony to the next, it was universally true (until the Revolution) either that all of the real property of an intestate passed automatically, under the law of primogeniture, to his oldest son (if he had a son) OR (as in Massachusetts) that the real property be shared by all the children but that the oldest son receive a double portion—subject in both cases only to decedent's widow's dower life interest in one third of that property. Meanwhile, all the rest of the family property of an intestate (his "moveables" or "personal property") was generally inherited in equal shares by the widow and the man's children.

Since this formula only very occasionally exactly fit the wishes of men and their families, prudent and propertied men generally made wills. When they did so, however, they had to be sure that what the wife received was acceptable to her (because equivalent to the dower interest she had in his real estate), and that some provision was made for all of the children, else she, or they, could challenge the will in court. Since in most cases as sons came of age and daughters married, the father made some sort of settlement on them, when he later composed his will, he was still well advised to name them all and make them at least a token bequest in the will, to prove that they hadn't been left out of the will by inadvertence or inequitable malice.

Thus, it was usual, at least in colonial America (earlier English wills were sometimes exceptions) for all the children either to be named, or at least referred to generically, and bequeathed at least some nominal property, and it was also conventional for them to be either listed in order of their birth, or to have their bequests set forth in that order—though quite often, all the sons, and then all the daughters, were listed separately (I will argue below that Samuel¹ of Braintree followed the latter course). This listing of children in their order of birth was generally also the norm in probate distributions and in collective deeds executed by all of a decedent's living children, but there are exceptions to this rule, especially in wills, and only a careful, balanced analysis of the will, with attention paid to the types and relative values of bequests, can draw the appropriate conclusions about whether the birth order rule was followed in whole or in part.

My Interpretation of Samuel's Will

There are no composite lists of Samuel's children in his will, but he appears to have named all of his children, first his sons in order of their birth, and then his daughters. Or, actually, his married daughters aren't named, because legally his bequests to them automatically became the property of his sons-in-law, who are named—very usefully so for genealogical purposes.

The children of Samuel and their bequests are listed in this order in the will: son Samuel²—£10; son James—£5; son-in-law Josiah Standish (whom other evidence shows was the husband of daughter Sarah)—£10; Nathaniel Greenwood (husband of daughter Mary)—£5; daughter Abigail—£30. Then Samuel left his house and land, and the residue of his estate jointly to son Joseph and wife Margaret.

It might be supposed that (in support of the *Suffolk County Wills* "Joseph Allen, eldest sonn" abstract of the executors' presentation of the will), that the favoritism shown Joseph in the will, and

the fact that he was made its co-executor, along with his mother, means that Joseph, who was listed last, was the oldest son. But it was usual in the colonial period, for fathers to make settlements on their sons as they came of age, and on their daughters when they married—whether gifts of land, personal property, or money—and it is made quite clear in the final provisions of the will that Joseph was as yet unmarried. It was also quite typical for the youngest son, or unmarried daughter, to remain at home after all their siblings had founded families of their own, to care for and assist the elderly parents—deferring the commencement of their own adult life in return for inheriting the family home place when the father died.

That this is what happened here, and that Samuel's sons Samuel² and James were married too, is strongly suggested by the amounts and overall structure of the bequests.

The key to understanding the bequests is that Samuel's minor unmarried daughter Abigail is bequeathed the handsome sum of £30 when she comes of age—3x more than any of his other children. And this is in the context of the total value of Samuel's estate, his inventory, being £228 and change^[2].

Inventories in Massachusetts at this time included the decedent's real estate and took into account debts owed, as well as accounts receivable, and we may assume, that since Samuel owned (or at least had been granted one "great lot" of 28a in 24Feb1639[/40] that at least half of his estate consisted of the house and land that he left to his son Joseph and his widow Margaret, along with the residue of his personal estate after the total of £30 he had bequeathed to his married children had been paid, with another £30 of the estate set aside for youngest daughter Abigail when she came of age.

But if Abigail was to receive £30, it's overwhelmingly likely that each of her sisters had been paid the same amount as their dowries, or at least that the additional bequests to them through their husbands raised those amounts to £30 each.

It's also likely that the two sons received twice that amount, or £60, with the eldest, presumably Samuel², likely getting £120—a double portion—the typical Massachusetts nod in the direction of the ancient principal of primogeniture. In support of these conjectures about the sons's portions, I note that Samuel's special bequest of £10 was twice that of his brother, James's, and that James would probably have needed more than £30 to both marry on, and then just six years later to participate as a principal in 1668 in a major real estate deal for land on Martha's Vineyard.

Thus, the will itself strongly suggests that Samuel¹'s three sons were born in the same order they are listed in the will: Samuel², James, and Joseph. But in fact there's plenty of other evidence that this was the order of birth of Samuel¹'s sons.

In the first place, there's a 15May1650 Braintree birth records for Joseph "born to Mr. Samuel Allen."^[3] Joseph was thus only 19 or so in 1669, when his father made him his principal legatee and a co-executor of his will.^[4]

Meanwhile, the records of Bridgewater (on the southern border of Braintree) show that Joseph's brother Samuel was settled in Bridgewater by the early 1660s and in fact had had five children born there by the time his father, Samuel¹, made his will in 1669. From this and other evidence it has been estimated that Samuel² was born about 1633.

And as I've noted above, by 1668, Samuel²'s brother James, and brother-in-law Josiah Standish were engaged as two of the four principals in a major real estate deal to develop the heretofore largely unsettled island of Martha's Vineyard, where James (alone of the four) permanently settled, in the

² £10 Massachusetts money in 1669 is roughly equivalent to \$1900 in 2020 dollars, and this in a cash poor society.

³ "Mr." was an honorific equivalent to "Esq." or "Gent.", and it was usually indicative, not so much of wealth, as of education and "breeding".

⁴ Given that under the common law, minors were unable to make legally binding contracts, or manage their own property without a guardian, it might be supposed that this was an anomaly and evidence that Joseph must have been of age, but in fact, a minor could serve as a co-executor of a will as young as 17, as long as there was at least one other adult in the executorship.

villages of West Tisbury and Chilmark. Also, there is (or was) a gravestone inscription in the village cemetery of West Tisbury for James Allen, Esq., husband of Elizabeth, died 25Jul1714, aged 78, indicating that he was born about 1636^[5], so already about 33 in 1660 when his father made his will.

Clearly, from this additional evidence, as well as from the internal evidence of the will, both Samuel² and James were much older than Joseph, despite the abstract in *Suffolk County Wills* that indicates that the will was presented and/or proved by “Margaret Allen, Executrix, and Joseph Allen, the eldest son, Executor to the last will of Samuel Allen, deposed.”

Given the simple and regular structure of the will, which begins with a series of individual bequests to one child after another, one might suppose that the order of listing exactly parallels the order of birth of first, Samuel¹'s sons (save for the bundling of the youngest, Joseph, with his mother Margaret as the residuary heirs and executors, in the final paragraphs of the will), and second, of the daughters, (whose names we can supply from other extraneous evidence where they are linked with their husbands). Thus we would expect the order of birth of the daughters to be: the wife of Josiah Standish (whose given name was Sarah); the wife of Nathaniel Greenwood (whose given name was Mary); and Abigail Allen (unmarried and still a minor in 1669).

However, other evidence requires us to reverse the birth order of the two daughters: Mary was married to Greenwood on 24Jan1665/6, so probably born no later than 1637, while Sarah was born in Braintree 30Mar1639—too young to have married Josiah Standish much before her father made his will in 1669. That the younger daughter, Sarah's husband, Josiah Standish, was listed first, can perhaps be explained by the fact that this recent marriage was more on Samuel¹'s mind, and by the fact that Josias's father, Miles Standish, was such a prominent person in the colonies.

That Margaret was Samuel¹'s second wife who had children of her own by an earlier marriage is indicated by the provision that “my wife shall have liberty to give unto any of her children to the value of £10, where she shall see need”. This language, may, on the surface of it, seem ambiguous—meant also to cover Samuel's children by his first wife, but by the legal conventions of the day, this broader meaning would have been specified if intended.

We have a couple of other useful pieces of evidence bearing on the structure of Samuel's conjugal family with his first wife, whose name was Anne, and who died 29Sep1641. On 24Feb1639[40] Samuel was granted a 28a “great lot” in Mt.Wollaston (as Braintree was first called) by the town of Boston, which had supervision over this area. This was in consideration of the “7 heads” (members) of his household at that time. These would have been: Samuel himself and his wife Anne, and children Samuel², James, Mary, and Sarah. But these total only 6, suggesting that Samuel and Anne had had another child who predeceased his/her father.

We also know from other evidence, that Samuel's second wife, Margaret, was Margaret (FRENCH) LAMB (widow of Edward LAMB), and though no record of their marriage has been found, we can reasonably infer that it was about 1649, a year or so before the birth of Joseph in 15May1650, the first of their two children together, Abigail being the second.

I've drawn on all of this evidence and more to create [my reconstruction of Samuel's conjugal families](#) in the ALLEN Patrilineage 2 Project Descendants. Abstracts of this and other evidence related to Samuel¹ and his close relative George¹ of Sandwich, will be found in [my evidential TIMELINE](#) for these two immigrant ALLENS, together with detailed citations to the source, and a supporting bibliography.

⁵ I note, however, that Savage, in his *Genealogical Dictionary of New England* (1860-1862) lists the same death date but says that James was 77, suggesting that based on an earlier transcription of this surely very weathered gravestone, the inscription actually read “ae 78” (for *aetatis suae*, meaning “of his age”), or in the 78th year of his age, and if so, James would have been born 1636-1637, not 1635-1636.

Tracking Samuel¹'s son, James² to Martha's Vineyard (MV)

Finally, I note that the evidence provided by Samuel¹'s will of the connection by marriage of his son James with Josiah Standish (the only one of this name in New England at the time) is, in fact, one of the two key pieces of evidence supporting the identification of Samuel¹'s son James with the James who settled on Martha's Vineyard—the other being the 1Jul1668 document in which Thomas Mayhew, the self-styled “Governor” and “Lord of the Manor” of MV, authorized William Pabodie, Josiah Standish, and James Allin to purchase land on MV from the Indian sachem Josias of Takemmy.

Other, Circumstantial, Evidence

There were several James ALLENS of Massachusetts contemporary to Samuel¹'s on James², and evidence of propinquity of residence is, of course, merely circumstantial evidence of relationship, but an accumulation of such evidence can strengthen and fill out a case where more specific relationship evidence is scant. In early America, when travel was mostly by foot, unless a man owned a horse that he could spare from the necessary farm chores, most transactions, whether personal, legal, economic, or religious, took place within local neighborhoods—or in New England, within individual townships, or at most spreading out to a bordering township.

If James² was born about 1636, where was he from the time he came of age about 1657 until the real estate deal went down?

I've included in the TIMELINE items that show that the other two partners to the MV real estate deal, William Pabodie and Josiah Standish (son of Miles and brother-in-law of James²), resided in Duxbury during the 1660s; that Bridgewater, was created from the western portion of Duxbury in 1656 and at that time also bordered Braintree to the north; that James's older brother, Samuel² settled in Bridgewater by 4Dec1660 when his first child was born in Bridgewater; and that the marriage of Josiah's older brother Miles² was recorded in East Bridgewater (adjacent to Duxbury) in 1660.

The first likely appearance of James² (Samuel¹) in the records is as the James/Jeames Allen who fathered three daughters in SandwichMA in the 1660s: Amey, b.14Aug1663; Mary, b.22Dec1635; and Abigale, b.28Dec1667, just six months before James Allin was authorized to purchase land in MV, after which we hear no more of James in Sandwich.

Sandwich is out of the area comprised by Duxbury-Braintree-Bridgewater, though it's just down the road in adjacent Plymouth County, on near Cape Cod, whose southern tier of townships is the closest land to MV. Sandwich is also where Samuel¹'s close relative George¹ALLEN and most of his children had settled, after spending some time in WeymouthMA, where Samuel¹ also initially settled. In fact, this putative appearance of a son of Samuel¹ in Sandwich, is yet another piece of circumstantial evidence to support the incontrovertible genetic evidence that George¹ and Samuel¹ ALLEN belonged to the same [patrilineage](#), and were probably very close relatives (I've guessed that they were uncle and nephew, respectively)^[6].

That James ALLEN of Sandwich was James², the son of Samuel¹ of Braintree, and also the James Allin who joined in the Martha's Vineyard real estate deal, is also suggested by the fact that when the deal was consummated by a deed from Sachem Takemmy on 2Aug1669, the three buyers who had been authorized by Mayhew were joined by a fourth, James Skiffe, Jr. I've included in my evidential TIMELINE one piece of evidence that places this James Skiffe in Sandwich on 18May1659, when

⁶ In fact James of Sandwich has thought by many to be a likely son of George¹, though no convincing evidence that George¹ had a son named James has ever been found. The evidence I've assembled and briefly reviewed here makes it far more likely that James of Sandwich was merely a relative of George¹, and my paper, "[Two New England Patriarchs: George¹ & Samuel¹ ALLEN](#)" has, I think, made a strong case that the associations between these two, now known, close relatives, wasn't confined to just this overlap of Samuel's second son James in Sandwich during the 1660s.

James Skeff was married to Elezebeth Nabor, and there's probably other evidence to this effect as well. Thus, it's likely that James Allen had something to do with bringing Skiffe in on the deal.

Thus, three of the four partners in the big (founding) Martha's Vineyard real estate deal were neighbors to each other in the area of Braintree, Bridgewater, and Duxbury, and when James of Braintree, and perhaps also of Bridgewater, removed to Sandwich in the early 1660s (moving out of the neighborhood he grew up in) he was probably already acquainted with his future business partners. Then James picked up a fourth partner, James Skiffe, in his new neighborhood.