John Wesley's Only Marriage

An Examination of Dr. Frank Baker's article

John Wesley's First Marriage

By Frederick E. Maser

A startling article appeared in the October 1967 issue of the London Quarterly and Holburn Review in which Dr. Frank Baker, one of the most distinguished Wesleyan scholars today, claimed that John Wesley in 1749 married his co-worker and sweetheart Grace Murray. In the same year, contends Dr. Baker, she bigamously married John Bennet, one of John Wesley's preachers. Wesley's marriage in 1751 to the widow, Mrs. Mary Vazeille, was, therefore, his second marriage and not his only matrimonial venture. This view naturally requires a careful examination of the facts since it contradicts the commonly accepted view of Grace Murray's marriage and of Wesley's domestic status.

Baker bases his contention on an ancient British practice and law which was not clearly understood by many persons in the 18th Century and which is almost unknown today except among scholars. The confusion in the marriage laws of England before the Marriage Act of 1754 is rightfully described by Dr. Baker as "an ecclesiastical jungle into which only the bravest dare venture at the peril of their sanity as well as their fortune."1 Wesley apparently was one of these brave souls.

Dr. Baker points out that an Act of 1603 was still in effect in the 18th Century and that "private spousals or marriage contracts were true marriages, even though they did not have the full weight of marriages solemnized in the Church. Such private marriages remained legal and binding until 1754."2

Dr. Baker quoting Richard Burn, an 18th Century authority on Ecclesiastical Law, also rightfully points out the difference between spousals de futuro and spousals de praesenti. The former was a promise to marry, as when a man said, "I will take thee to my wife," and she then answered, "I will take thee to my husband." Since this was not a marriage but a promise to marry, this kind of spousal could be dissolved by the mutual agreement of the parties involved and each could march off to marry someone else. On the other hand,

2. Ibid., p. 306
an espousal *de praesenti* was a mutual promise or contract of *present* matrimony; as when the man said to the woman, “I do take thee to my wife,” and she answered, “I do take thee to my husband.” “Though ecclesiastically irregular,” writes Dr. Baker, “a marriage contract made in words of the present tense was until 1754 a legal marriage, with or without a written agreement, with or without witnesses, with or without a religious ceremony, with or without consummation. The essential element was the declaration of the two parties.” “In 1749,” continues Dr. Baker, “John Wesley entered into such ‘spousals *de praesenti*’ with Grace Murray, so that she thus became his legal wife, technically subject to all other matrimonial procedures and duties under pain of death.”

Grace Murray was a former domestic, twice widowed, who became a Methodist. Because of her apparent gifts and graces Wesley placed her in charge of his headquarters in Newcastle where she proved a capable manager. Eventually she and Wesley fell in love.

The ceremony between Wesley and Grace Murray to which Dr. Baker refers took place during one of Wesley’s preaching tours of Ireland on which he was accompanied by Mrs. Murray. Unfortunately Grace Murray had declared her love not only for John Wesley but also for John Bennet, one of Wesley’s preachers, and she had proceeded so far in her relationship with Bennet that, at one stage, Wesley thought them already married. He learned, however, that no marriage had taken place, and on his Irish tour with Grace, writes Dr. Baker, “she exchanged no correspondence with John Bennet, and his name so seldom cropped up in their conversation that Wesley was convinced that no obstacle remained to his renewed and deepened affection.” Wesley became more and more enamoured of Grace Murray, and V. H. H. Green, one of Wesley’s biographers, writes, “The more he saw of her, the more certain he was of his love. They swore an oath of allegiance to each other, a contract *de praesenti* he called it.” It is doubtful if Grace Murray had any idea of the full force or meaning of a contract *de praesenti*, but it probably sounded good to her, and doubtless she participated in the simple ceremony with proper solemnity and enthusiasm.

3. Ibid.
4. Ibid., p. 307
Up to this point all seems clear, and it would appear that Grace Murray and John Wesley were indeed husband and wife. However (using the terminology of an 18th Century jurist), there was a “nice” point in this type of private marriage which Dr. Baker in his article inadvertently fails to mention. The contract had to be pure and simple, that is without any interposition of conditions or delay of time, etc. If either party laid down some specific conditions along with the vow the entire contract might be destroyed. Henry Swinburne, a 17th Century authority on the law of spousals, wrote in 1628, “In some cases the conditional contract is reputed simple, and hath its present force, as if no condition had been expressed; and in some cases the condition doth utterly destroy the contract.” Swinburne then proceeds to write a lengthy involved chapter on a wide variety of situations illustrating his position. It is indeed a legalistngle into which one enters at this point. So involved did the law apparently become that it seems certain that each case had to be decided on its own merits with a decision handed down by the courts as to whether or whether not a particular “condition” destroyed the contract. By the 18th Century Swinburne’s involved treatise seems to have been simplified. At least one commentator writes, “But where the words of the contract are only conditional on one side, and on the other side absolute; or if they are spoken in jest, they are not obligatory.” Again, the same writer says, “...in conditional contracts the bond of performance is suspended in the condition, till that be performed, except there follow a relinquishment of it, (the condition) by copulation of bodies.”

Obviously, the contract de præsenti between John Wesley and Grace Murray was not made in jest, and, as far as we know, there was no physical copulation between Wesley and Grace Murray while they were in Ireland or at any time after their vows were exchanged. However, there was a complicated “condition” laid down by John Wesley. Dr. Baker writes, “Repeatedly Grace Murray urged that their Dublin contract should be sealed by public matrimony, but Wesley insisted that three prior steps were

8. Ibid., p. 31.
necessary: he must get the matter straight with her other suitor, John Bennet; in accordance with a long standing agreement, he must secure the consent of his brother Charles; and he must seek the understanding prayers of the Methodist preachers and people."

There is little doubt in my mind that, after a fairly careful reading of Swinburne, these "steps" as Dr. Baker calls them, would in the 18th Century have been considered conditions and, if unfulfilled could have destroyed the contract, leaving either party to marry whomever they wished. None of the conditions were ever fulfilled. Charles never gave his consent to the marriage, Wesley never actively sought the prayers of the Methodist preachers and people, and the matter was never set straight with John Bennet, except possibly through a tart letter from Wesley.

We do not know, of course, exactly when the conditions were laid down or in what form they were expressed. If Dr. Baker's statement concerning the conditions or steps is accurate, then he has defeated his own case. Grace Murray and John Wesley were never married since the contract de praesenti would not have been upheld by the courts due to the unfulfilled conditions of the contract.

On the other hand, if the original contract was "pure and simple" with no conditions expressed by either party, and if the conditions arose later when Grace Murray was pressing for a public marriage, then the situation was even more serious. Wesley was skating on very, very thin ice. Basing his conclusions on Swinburne, one 18th Century commentator writes, "And by the Ecclesiastical Law, if any having absolutely contracted spousals, afterwards refuse to have the marriage solemnized, he or she so refusing, are liable to be excommunicated and to be committed to prison, etc." Wesley's refusal placed him in a precarious position in the eyes of the law. It might, of course, be answered that Wesley was not absolutely refusing a public ceremony, he was only postponing it until the conditions were fulfilled. It is doubtful, however, if the courts would have supported this weak position, especially since one of the conditions was to secure the consent of Charles Wesley which, as it developed, Wesley failed to do. Had Grace Murray been a vindictive

10. A Treatise of Feme Coverts, pp. 31, 32.
person she could have hailed Wesley into court where he would have been forced, on pain of excommunication and imprisonment, to have publicly married Grace Murray. Fortunately for Wesley, Grace, according to Dr. Baker, finally yielded and consented to wait.

But the story does not end here. When John Wesley and Grace Murray returned to Bristol, following the Irish tour, Grace Murray heard a great deal of gossip about the goings on between John Wesley and a Molly Francis. She became angered to the point that she opened her relations once again with John Bennet. In point of law she was probably within her legal rights in spite of the agreement to wait, since the contract de praesenti with John Wesley carried little weight or authority while the conditions attached to it (if indeed they were attached to it) remained unfulfilled. But the point is moot.

Wesley on learning of Grace’s action was naturally shocked. He discussed the matter with her and finally asked her “to make up her mind.” She replied, “I am determined by conscience as well as inclination, to live and die with you.” At her request, writes Dr. Baker, “they renewed the contract de praesenti at Hindley Hill, Northumberland, with trusty Christopher Hopper as witness.” It would seem from a statement by Grace Murray that this contract was performed in the most solemn manner with the use of the Prayer Book.

In spite of this, however, it is difficult to determine whether or not the “conditions” which Wesley had laid down were or were not a part of the contract. It would seem they were; for after the ceremony, Wesley rode to Whitehaven without Grace Murray, and also wrote letters to John Bennet and to Charles Wesley. The Bennet letter apparently went astray. The letter to Charles stirred him to activity. He immediately rode to Whitehaven to discuss the proposed marriage with John. John was unable to secure Charles’ consent to the marriage. The most to which Charles would consent was to sleep on it, and then submit the issue to their venerable friend, the Rev. Vincent Perronet of Shoreham.

One cannot be positive, but these incidents would indicate that Wesley was still clinging to the “conditions” he had previously set down as necessary before any public marriage or announcement

could be made. In short, he was requiring an absolute vow from Grace Murray while giving a conditional vow himself. In British law this could destroy the contract, especially if the conditions remained unfulfilled.

What happened from here on seems fairly clear. Dr. Baker writes:

[Instead of waiting to discuss the matter further] Charles unexpectedly left ahead of John, and when John arrived at Hindley Hill it was to hear that Grace Murray had ridden off behind Charles two hours earlier....The following evening he received a message from his old pupil and friend George Whitefield pressing him to come to Leeds, where Charles also would meet them. Accordingly the following day, Tuesday 3 October, he rode to Leeds, arriving at nightfall....

Charles Wesley was determined to save John from folly and the work of God from disruption. Leaving his brother at Whitehaven he had ridden posthaste to Hindley Hill, bursting in upon Grace Murray....He gave her a pastoral kiss, said 'Grace Murray, you have broke my heart!', and promptly fainted. On recovering, he handed her an accusing letter which he had written the previous day, and was thus delivering in person. She apparently assumed that it conveyed the sentiments of John as well as of Charles, and agreed to go with him to Leeds to meet [both John Wesley and John Bennet]. Nearing Durham, they learned that Bennet was at Newcastle, and on her request (or at least with her agreement) turned north once more to seek him out. Charles Wesley similarly took Bennet by storm, to such effect that on the following morning, Tuesday 3 October, he and Grace were married by the Rev. Richard (?) Brewster in St. Andrew's Church, Newcastle.

Eventually everyone, including the newly married couple, met at Leeds. There followed a series of accusations, recriminations and finally tearful reconciliations. John Wesley summed up his own attitude in the words, "Between them both, I knew not what to say or do. I can forgive. But who can redress the wrong?"

In proceeding further, now, Dr. Baker writes, "Certainly John

12. Ibid., p. 313.
13. Dr. Baker’s sympathies seem to be entirely with John Wesley; partly, I believe, because he has not given sufficient weight to Swinburne’s chapter on conditional spousals de praesenti. In short, any good jurist would have said that once Grace Murray and John Wesley made a contract de praesenti in Ireland and she requested a public ceremony they should have immediately arranged for such a wedding and regularized their entire relationship. This Wesley refused to do, placing Grace in a most unfortunate position. His very refusal and the reasons he gave for his conduct indicates that the contract de praesenti was conditional and not "pure and simple." Wesley and Mrs. Murray, therefore, were not husband and wife and could not be until the conditions were fulfilled. My sympathies, at this point, are with Grace Murray.
Wesley himself was not prepared to redress the wrong. Better than most people he knew the law was fully on his side. He would have had [little difficulty] in proving his contract *de praesenti* with Grace Murray and thus annulling her bigamous union with Bennet. Granted, there remained a little uncertainly as to how an ecclesiastical court would react, even in the clearest cases. In his favour, however, were not only the strongest legal arguments, but his own prestige, over against that of his lowly preacher. Surely he must have won his case.”

It is here that I must once again disagree with my good friend Dr. Baker. I have already demonstrated how weak Wesley's case really was. The unfulfilled “conditions” that he had apparently set down would have destroyed the contract. In addition, this occurred in 1749 and before Wesley’s prestige was as firmly established as Dr. Baker would have us believe. Wesley grew in popularity and prestige through the years, but this early in his career there were many Anglican clergymen, people, and Calvinistic Methodists who hated and despised the man. They would have liked nothing better than to have helped to wring his neck in the courts. Wesley showed great wisdom in not pursuing his case. In fact, Dr. Baker in seeking to illustrate the force of a contract *de praesenti* uses the story of an action in court to which Wesley was a by-stander. In this case a complainant, the Rev. John Goole, took a defendant to court on the very grounds which Wesley would have had to use in taking Bennet and Grace Murray to court, and he was defeated. Goole's case, to mind was stronger than that of Wesley, but still he lost.

Dr. Baker, however, faces an even more serious dilemma as he closes his article. Having “proved” to his own satisfaction that Grace Murray and John Wesley were truly husband and wife, he is faced with the question of how to deal with Wesley’s later marriage with Mrs. Vazeille. If Grace Murray’s marriage to John Bennet was bigamous then certainly Wesley’s marriage to Mrs. Vazeille was also bigamous, and throughout the remainder of his career (or as long as his wife was living) Wesley was living in sin.

Dr. Baker skirts this difficulty by writing that Swinburne allowed for dissolution even of a contract *de praesenti* by the mutual agreement of both parties before consummation. His argument

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seems to be that since Grace Murray had married Bennet and Wesley did not take them to court, Wesley and Grace had agreed to dissolve their contract. It would seem to be a rather odd method for dissolving an agreement.

Unfortunately, as nearly as I can tell, Dr. Baker’s solution is based on an inaccuracy. I have read Swinburne’s volume as carefully as it is possible to read that involved book in a long morning, and I simply do not find verse and chapter for Dr. Baker’s statement. I would suggest that Dr. Baker is confusing what Swinburne writes about *spousals de praesenti* and *spousals de futuro*. These latter were merely *promises* to marry and could be dissolved by the agreement of both parties if there had been no physical copulation. Swinburne, after explaining this aspect of spousals *de futuro* states this, “But that woman and that man which have contracted spousals *de praesenti*; as (I do take thee to my wife) and (I do take thee to my husband) cannot by any agreement dissolve those spousals, but are reputed for very husband and wife in respect of the substance and indissoluble knot of matrimony.”

Either I am right and Grace Murray and John Wesley were never truly married, or in the light of this statement, Grace Murray and John Bennet were bigamously married as were John Wesley and Mrs. Vazeille and the four of them lived in sin for some years.

**Final Thoughts**

It is difficult for me to accept the idea that John Wesley actually thought he was married to Grace Murray by their contract *de praesenti*, even though as Dr. Baker rightfully asserts, Wesley at one stage of the proceedings seriously thought of going to court to secure what he thought were his legal rights.

My difficulty arises from the fact that John Wesley was a son of the Anglican Church. He loved her *Book of Common Prayer*, he preached her doctrines, he remained an Anglican all his life. When he was in Georgia Wesley was greatly annoyed by an Anglican clergyman in Carolina who had married several of Wesley’s parishioners without either banns or license. Wesley looked upon these weddings as highly irregular, and on a trip to Carolina he complained about the situation. On the other hand, these were

15. Swinburne, *op.cit*, see pages 12, 13, 14, 15.
public marriages performed by a clergyman of the Church of England, and, as such, there were certainly as "regular" as a private marriage without the benefit of a clergyman.

In addition, Wesley must have known that the Anglican Church increasingly frowned upon private meetings. Richard Burn in his *Ecclesiastical Law* states, "The minister shall frequently denounce to those who are desirious to contract matrimony; that on pain of excommunication, they do not contract matrimony, but in an open place and before divers witnesses in public."16

Wesley must have realized, as an Anglican clergyman, that his venture into the field of matrimony by contract *de praesenti* was highly irregular, and that the ecclesiastical courts would have scrutinized his case with the utmost care, and, in the end, would probably have delivered a verdict against him and in favor of John Bennet and Grace Murray. My belief is that deep in his heart Wesley thought of the contract as a contract *de futuro* to be sealed by a public marriage as soon as all the roadblocks were cleared. But then, who can tell? Wesley was a very complex man.

All this happened many years ago. It is not clear at this late date exactly, what was or what was not said and done. Much has to be inferred. For the most part, we have only Wesley’s version.17 Therefore, it is not wise to assert dogmatically that Wesley was or was not married to Grace Murray. It is for the reader to decide for himself in the light of the facts as we know them. As for me, I still believe that his marriage to Mrs. Vazeille was John Wesley’s only marriage.