A BRISTOL ANCESTOR OF THE DUKES OF SOMERSET.

Of misreadings there appears to be no end. A remarkable one was perpetuated by the late Sir Thomas Hardy, who, in his edition of Le Neve's *Fasti Ecclesiæ Anglicanæ* (3 vols. 8vo. 1854), followed his author literally by giving under BISHOPS OF BATH; "Savaricus, surnamed Barlowinwac." Bishop Stubbs has shown that in the attestation of some document Savaric's (rather *Savary*) name was followed by that of Baldwin Wac (or Wake, as afterwards written), which has been turned into Barlowinwac. When then Burke's *Peerage* has the surname "MacWilliams"—the final *s* is a misprint—under SOMERSET in the notice of Sir John Seymour, who married "Isabel dau. and heir of William MacWilliams Esq. co. Gloucester," we may reasonably ask whether the name is correctly written. As a surname, it seems to be uncommon, for at the present moment the Post Office London Directory furnishes one *MacWilliam* only in each of its "Commercial" and "Court" sections. There were undoubtedly Mackwilliams in Essex during the reign of Edward the Fourth, if not earlier; and Morant (*Essex* ii. 356) follows Leland in saying that the family came from Ireland, and he sets out a pedigree which shows a William Mackwilliam "who had an only daughter, Isabella, who became wife to Sir John Seymour of Even Swindon in Wiltshire. From this match" (he goes on) "proceeded the Seymours, Dukes of Somerset."

Really the ancestor of the Seymours, Dukes of Somerset, turns out to have been one MARK WILLIAM, merchant and burgess of Bristol, and sometime Mayor of that town. The facts connected with the marriage of his daughter and heir appear upon record of a suit in the Court of Common Pleas [*De Banco* (659), *Mich.* 4 *Hen.* VI. *m.* 437], by which John Borton of Bristol, merchant, was summoned to answer to Thomas Stamford for non-delivery of two writings obligatory, consigned to him at Bristol for safe custody on the 29th of July 2 Hen. VI. (1424). By these, Mark William above-named, and this Thomas Stamford were bound, each to the other, in the sum of £400. Disputes had been of long standing between them; but, by mediation of friends, it was settled that both parties should submit themselves to arbitration. The arbitrators, thereupon appointed by mutual consent, directed that the disputants should appear before them in person, on Tuesday (22 Aug. 1424) before the feast of S. Bartholomew following the delivery of the writings before mentioned, at eight o'clock of the forenoon, in the chapel of S. Mary upon Avon (here *Avene*) Bridge. Each was required to put in writing his complaints and causes of debate, and in presence of the arbitrators to read and declare them to the other, who was then and there to make his answer. First, Stamford was to have his turn on the Tuesday, and then Mark on the Wednesday.

Certain grievances were set forth by Stamford, until finally he demanded amends for the broken agreement, whereby Mark William and Agnes, his wife, granted that he should marry Isabel, their daughter, when she should arrive at marriageable age; and that the reversion of certain lands and tenements, lately devised in his will by

John Droys to Isabel, his wife, for her life, and ordered by the testator to be sold by his executors, should come to Thomas Stamford and Isabel (daughter of Mark) William and the heirs of their bodies; remainder, in default, to Robert, son of Mark, and the heirs of his body; remainder, in default, to the right heirs of Thomas Stamford in fee simple. And of other lands and tenements purchased, or to be purchased, by Mark, feoffment was to be made to the use of Mark and Agnes for life; remainder of one moiety to the said Thomas and Isabel, and of the other to Robert, son of Mark.

Afterwards Stamford came to the house in which dwelt Mark William, who was then in office as Mayor of Bristol, and had a personal conference with him touching the intended marriage. Recognizing that, as Robert son of Mark was dead, and Isabel, his daughter, was now his heir-apparent, and so her marriage had become more valuable (*grandius*) than it was at the time of making the contract, he desired to be frankly told, whether or not the father would stand to the agreement. If yes, then Stamford requested Mark to assure him at what date his daughter would arrive at marriageable age, and when the espousals between himself and Isabel should be celebrated. The other replied that he would consider the matter, and talk it over with his wife and daughter. On the third day after this conversation, that is to say, after Easter in the first year of the now king's reign (April 1423), Mark and Agnes, his wife, in an interview with the suitor, held to the understanding previously had, and fully agreed (*concordarunt in certo*) that the espousals should be fulfilled between Thomas Stamford and Isabel, daughter of Mark, at the feast of Easter in the third year of the king (8 April 1425). Notwithstanding this explicit promise, thus renewed after mature deliberation, Mark William had fraudulently and deceitfully caused the said Isabel to be married to one John Seymour on the 30th of July in the second year (1424).

As the proceedings, which are set out at extreme length, present no further point of interest, it is sufficient to state the result of the suit against Borton, in the course of which the whole of these questions and others were raised. On the 24th of April, 4th year (1426), John Borton delivered in Court to Thomas Stamford the writing obligatory in which he was bound to Mark William in £400. Subsequently, before John Juyn, Chief Baron of the Exchequer, and Richard Morgan, sitting at Bristol, the jury found that the two writings obligatory were delivered to Borton on the conditions alleged by Mark William; and they assessed his (Mark) damages against Thomas Stamford for delay caused in the delivery of the bond at 60 shillings, to which the Bench added 40 shillings, making 100 shillings in all. On the 23rd January, 6 Hen. VI, 1427-8, Borton delivered in Court to Mark the writing by which he was bound to Stamford.

Isabel Seymour survived her husband for many years. Concerning her, the late Rev. T. P. Wadley—whose name is familiar as a valuable contributor to this magazine, and to whose unvarying kindness and readiness to procure any local information at Worcester, I bear very willing testimony—in his[1] "Notes of Bristol Wills" records this interesting fact. (p. 144):—

[1] Printed for the Bristol and Gloucestershire Archæological Society, 1886, 8vo.

"Bishop Carpenter's register at Worcester vol. i., folio 192, states that Isabel Seymour, widow, took the vow of perpetual chastity in the collegiate church of Westbury, *inter missar' solempnia*, in the presence of the said bishop, who gave her his benediction, and put upon her the vidual vesture, June 3rd, 1465."

She died about twenty years after, namely, on 14 April 1485; as appears by several inquisitions taken after her death (2 Ric. III. no. 38). She was possessed in fee of divers messuages, cottages and gardens in the town and suburbs of Bristol; and held in dower, or by joint feoffment with her late husband, Sir John Seymour, various land in cos. Southampton, Wilts, Hereford and Somerset. Her heir was found to be her grandson, John Seymour of Wolfhale in Wilts, esquire, who at the time of her death was aged thirty four years. His father and mother had both predeceased his grandmother, Dame Isabel Seymour; the father, John Seymour, also of Wolfhale, dying 29 Sept. 1463, the mother (Elizabeth), 19 April 1472. (*Inq. p.m.* 19 *Edw.* IV. no. 38.)

JOHN A. C. VINCENT.

THE ORIGIN OF THE LINDSAYS.

Sir George Sitwell's interesting paper (*supra*, p. 1) deals with a subject to which I have myself devoted considerable attention.

My researches had made me acquainted with all Sir George's evidences, except the mention of "Billeheld uxor Baldrici" in a St. Werburgh's charter. But this, of course, is of cardinal importance as connecting with Cheshire the house of Bocquencé. It may fairly be presumed (though it is not proved) that her husband was, as Sir George asserts, the Baldric who held "Cocle," in Cheshire, of the earl.

The difficulty lies, it seems to me, in Sir George's assumption that Baldric, the earl's tenant in Cheshire, was, of necessity, identical with Baldric, his tenant in Lindsey. In his well-known "Barons of Pulford" a similar identification is made the subject of elaborate argument and proved by careful research. In the case of Baldric, a presumption would, no doubt exist, if it were not for the very document Sir George quotes *in extenso* in his paper. It is difficult to derive from it any other impression than that Robert and Baldric were the only sons of Billeheld,[1] yet the sons we require for the Lindsays are Richard and Walter. I had hoped that Sir George's paper would remove this difficulty, but this can only be done by connecting the Cheshire property, in its descent, with the Lincolnshire line. Till this is done, I venture to think that (as I previously suggested to my friend Windsor Herald) the peculiar derivation of the name from a district, not from a village, may perhaps be accounted for by the Baldric who held of the earl in Lindsey being distinguished from this Cheshire namesake as Baldric "de Lindissi."

I may add that I have recently examined the St. Evroul cartulary at Paris and can find nothing in it affording further light. The charter witnessed by Richard, son of Baldric "de Lindissi," must belong to 1121-1129.

J. H. ROUND.

[1] In another document of the same series (*ibid.* p. 186), the widow and son of Roger Tirel confirm his deathbed gift, and "promisit etiam ipsa quia hoc idem concedere faceret suo filio majori, Rogerio nomine, qui in Anglia erat."