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Institute of Historical Research

Chapter Title: William Styfford (fl. 1437–66): citizen and scrivener of London and notary imperial

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Book Title: Medieval Londoners: essays to mark the eightieth birthday of Caroline M. Barron

Book Editor(s): Elizabeth A. New and Christian Steer

Published by: University of London Press; Institute of Historical Research

Stable URL: <https://www.jstor.org/stable/j.ctvc16qcm.16>

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7. William Styfford (fl. 1437–66): citizen and scrivener of London and notary imperial*

J. L. Bolton

Written instruments made the economic and social world go round in fifteenth-century London as much as money, with which they were usually inextricably linked in one way or another.¹ They took many forms: wills; conveyances; leases; accounts; and bonds or obligations. These ranged from simple agreements that **A** would perform certain services for **B** by a certain date, to those with performance clauses that a specified sum would be paid in addition to the principal debt if the repayment terms were not met. Sometimes, although not always, such bonds had a seal attached which turned them into what was called a ‘specialty’. Bonds were used for all manner of purposes, from securing marriage settlements and property transfers to almost any form of agreement where a formal and enforceable contract was needed.² These written instruments, with or without a seal, could also be produced as parol evidence in common law courts. As long ago as 1979 John Baker argued that such evidence remained largely unacknowledged in the records of pleading until the common law could refine its methods of acknowledging them through the action of *assumpsit*, mainly after 1450.³

The growth in the use of written instruments, and especially bonds, meant, of course, a parallel growth in the number of scriveners, scribes,

* I am grateful to Francesco Guidi Bruscoli for his usual assistance in checking my Italian translations.

¹ With apologies to Fred Ebb and John Kander, who wrote the music and lyrics for the musical *Cabaret*.

² M. Richardson, *Middle-Class Writing in Late Medieval London* (London, 2011), pp. 66–7.

³ J. H. Baker, ‘The law merchant and the common law before 1700’, *Cambridge Law Jour.*, xxxviii (1979), 295–322, at pp. 302–6. Parol evidence followed a common-law rule that prevented parties who had settled their agreement in a final written document from later introducing other evidence, such as the content of oral evidence from earlier in the negotiations that was not referenced in the document. *Assumpsit* allowed action to be taken on a breach of an express or implied promise or contract not under seal.

J. L. Bolton, ‘William Styfford (fl. 1437–66): citizen and scrivener of London and notary imperial’, in *Medieval Londoners: essays to mark the eightieth birthday of Caroline M. Barron*, ed. E. A. New and C. Steer (London, 2019), pp. 149–64. License: CC-BY-NC-ND 4.0.

writers of court hand and notaries public who were involved in writing them. As the late medieval courts began to prefer written over oral evidence, so actions in the higher courts turned to the validity of the written instruments presented. Any mistakes or errors of phrasing in the documents could see the case thrown out and the plaintiff having to start the action again. The statute of additions of 1413 required all legal documents to give not only a person's name but also his legal occupation and place of abode and that made accuracy in recording all the more important.⁴ So there emerged, mainly in London and Westminster but also in major provincial towns, scribes trained to write the many different forms of deeds, bonds and letters that civil society increasingly needed. It is important to note that they worked for civil society. Papal notaries handled all matters ecclesiastical and were themselves trained and appointed by the Church. Book production became the work of a separate group of scribes who eventually emerged as members of the Stationers' Company in London, leaving civil work to members of the Scribes' Company. Much of what we know about the scribes in late medieval London is drawn from their so-called *Common Paper*, edited by Francis W. Steer for the London Record Society.⁵ Recently this has been the subject of a critical re-evaluation by Richard Firth-Green and his account of the early history of the Company differed from that given by Steer, although that is of no concern to us here. What can be taken from the document is the sense of fumbling attempts to control the scribes in London in order to prevent fraud and malpractice, although they were not entirely successful in that. Oaths had to be sworn on admission to the Company and the 1497 ordinances give us the first inklings of what an apprentice was supposed to know on his enrolment and the measures to be taken if he did not. Then he was to be sent to a grammar school to be made completely erudite in the book of *pervula* (Latin grammar), genders, declensions, preterites (tenses), '*supynes Equivox*' (in Latin the ablative forms of a verbal noun) and synonyms, with the other petty books. This was to be done within the first four years of the apprenticeship, on pain of a fine of £5.⁶

There has been a considerable amount of recent published work demonstrating the important role played by scribes and notaries in

⁴ 1 Henry V, cap. 5; *Statutes of the Realm*, ii (London, 1816), p. 171.

⁵ *Scribes' Company Common Paper 1357–1628*, ed. F. W. Steer (London Rec. Soc., iv, 1968).

⁶ R. Firth-Green, 'The early history of the Scribes' Company and its so-called oaths', in *English Texts in Transition*, ed. S. Horobin and L. Mooney (York, 2014), pp. 1–20; Steer, *Scribes' Company Common Paper*, pp. vii–xxiv, 49–50.

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London and other towns and it needs no further elaboration here.⁷ What set William Styfford (fl. 1430s–60s) and a few other scriveners, writers of the court hand and notaries public apart from their other colleagues in late medieval London was that they were also notaries imperial.⁸ Both papal and imperial notaries were trained in Roman law and both appeared in England at roughly the same time, the second half of the thirteenth century. While the history of papal notaries, their training and their diplomatic skills are all well documented and much studied by later historians, the role of imperial notaries has been largely neglected. Unfortunately, as Patrick Zutshi has remarked, little is known about their appointment except that the Holy Roman Emperor had granted the right to certain counts palatine and their successors, the counts being imperial administrators and not rulers of the Rhine Palatinate. However, their activities in England were supposedly short-lived, since in 1320 Edward II forbade them from exercising their office. His reasons for so doing arose from the debate on whether the king was emperor in his own kingdom, as Philip IV of France had argued against Boniface VIII, to show that England, like France, was free of the empire. The difference between the two kingdoms was that while in France imperial notaries were replaced by royal notaries, in England they were not. ‘After Edward II’s enactment

⁷ C. R. Cheney, *Notaries Public in England in the Thirteenth and Fourteenth Centuries* (Oxford, 1972); N. Ramsay, ‘Scriveners and notaries as legal intermediaries in later medieval England’, in *Enterprise and Individuals in Fifteenth-Century England*, ed. J. Kermodé (Stroud, 1991), pp. 118–31; P. R. N. Zutshi, ‘Notaries public in England in the fourteenth and fifteenth centuries’, *Estudios sobre el Notariado Europeo (siglos xiv–xv)*, ed. P. Ostos and M. L. Pardo (Seville, 1997), pp. 93–107; A. F. Sutton, *The Mercery of London: Trade, Goods and People, 1130–1578* (Aldershot, 2005), pp. 179, 251–2; A. F. Sutton, ‘Robert Bale, scrivener and chronicler of London’, in *Regional Manuscript Studies, 1200–1700*, ed. A. S. G. Edwards (London, 2008), pp. 180–206; *The Book of Privileges of the Merchant Adventurers of England, 1296–1483*, ed. A. F. Sutton and L. Visser-Fuchs (Oxford, 2009), pp. 36, 104; M. Davies, ‘“Writyng, making and engrocyng”: clerks, guilds and identity in late-medieval London’, in *Medieval Merchants and Money: Essays in Honour of James L. Bolton*, ed. M. Allen and M. Davies (London, 2016), pp. 21–42; M. C. Erler, ‘The Guildhall library, Robert Bale and the writing of London history’, *Hist. Research*, lxxxix (2015), 176–86. For scriveners and their work in major provincial towns, see L. K. Bevan, ‘Clerks and scriveners: legal literacy and access to justice in late medieval England’ (unpublished University of Exeter PhD thesis, 2013). For some continental comparisons, see W. Prevenier, J. M. Murray and M. Oosterbuch, ‘Les notaires publics dans les anciens Pays-Bas du xiii^e au xvi^e siècle’, in Ostos and Pardo, *Estudios sobre el Notariado Europeo*, pp. 53–72; W. Prevenier, J. M. Murray and M. Oosterbuch, *Notarial Instruments in Flanders between 1280 and 1452* (Brussels, 1995).

⁸ Martin Seman and John Cosier in the late 14th century and William Brampton and John Chesham, c.1400 to the 1440s (H. Jenkinson, *The Later Court Hands in England from the Fifteenth to the Seventeenth Century* (Cambridge, 1927), pt. ii, plates I–IV; Steer, *Scriveners’ Company Common Paper*, pp. 11, 12, 20, 21, 22, 165).

of 1320', Zutshi wrote, 'few notaries licensed only by imperial authority appear in English sources'.⁹

That is certainly true and, taking the point further, imperial notaries were few and far between in late medieval London, but they had a crucial role to play in international trade and banking, as will be seen. The notaries of Italy, south Germany and southern France have left behind vast collections of their *protocolla*, the books and rolls containing the original property deeds, marriage and dowry settlements and commercial contracts that were registered with them. Copies of the originals were then made from the registers to be kept by the parties involved or to be produced as evidence in court cases, properly certified by the notary's sign manual. The common law courts of England would have nothing of copies. The original deeds, with the clear impression of seal matrices attached, were the only evidence they would acknowledge. The continental notary also received a very different training from his English counterpart. Prevenier, Murray and Oosterboch assumed that the majority of the notaries active in the Low Countries at the end of the thirteenth century had studied in Italy and especially at the University of Bologna.¹⁰ It seems unlikely that Styfford or any of the other imperial notaries in late medieval London went to Bologna or received any of their formal training at the business schools attached to the universities of Oxford and Cambridge, which in any case concentrated on the common law of England and not the Roman law of Europe. If Styfford received any training, then it can only have been from another imperial notary in England, in the same way as scribes trained their apprentices.¹¹

Who that might have been is a matter of speculation, but it is possible that he was the apprentice of John Chesham, who was appointed an imperial notary on 8 August 1416, coincidentally, or perhaps not, at the same time as the visit of Emperor Sigismund to London.¹² Chesham took the Scriveners' Company oath on 14 July 1417, not long after his appointment as a notary imperial; and if Styfford was his apprentice, then he must surely have had access to a series of training manuals, most notably that produced by the notarial school at Bologna, the *Summa Artis Notariae* of 1256, and possibly

⁹ Cheney, *Notaries Public*, pp. 12–39; Zutshi, 'Notaries public in England', p. 97.

¹⁰ Prevenier, Murray and Oosterboch, 'Les notaires', pp. 60–3.

¹¹ A good account of an imperial notary training his apprentice can be found in T. O'Byrne, 'Notarial signs and scribal training in the fifteenth century: the case of James Yonge and Thomas Baghill', *Jour. Early Book Soc.*, xv (2012), 305–18.

¹² *Cal. Letter Bks. I, 1400–22*, p. 291; *The Great Chronicle of London*, ed. A. H. Thomas and I. D. Thornley (London, 1938), pp. 94–5; *Gesta Henrici Quinti*, ed. F. Taylor and J. S. Roskell (Oxford, 1975), pp. 129, 131, 133, 175, 179; C. T. Allmand, *Henry V* (London, 1992), pp. 104–9; for a detailed description of the visit, see N. Simms, 'The visit of King Sigismund to England, 1416', *Hungarian Stud. Rev.*, xvii (1990), 21–9.

the texts produced by Thomas Sampson and William Kingsmill, the London scrivener who moved to Oxford in about 1420 to teach business skills. Styfford himself did not take the Scriveners' oath until 20 April 1440. He described himself then as a citizen and writer of the court letter of the city of London and took the oath knowing that 'it had been instituted for the greater utility and repute ... of the art'. He swore to hold and observe it with all his power, having corporately touched the sacred [Gospels] of the Evangelists, consenting above all to observe the new ordinances as much as it is in me. He wrote the oath with his own hand.¹³

The time difference of twenty-three years between the swearing of the two oaths is misleading, however. By 1436 both men were employed by Filippo Borromei and Partners of London and were paid 3s 4d a time to write protests to bills of exchange. Only an imperial notary could undertake such work, so by 1436 Styfford must have been admitted to their ranks, but how and by whom remains a mystery. Neither of them made a fortune from such work. Styfford's earnings from the Borromei were 16s 8d in 1436 and £1 13s 4d in 1437, mainly because he was paid 13s 4d for writing the testament of Peter Spidelin, a German merchant who was taken ill in London and died while being cared for by the staff of the Borromei bank in their house in St. Nicholas Lane.¹⁴

Styfford, then, was active as a scrivener and imperial notary from at least the mid 1430s to the early 1460s. There is no surviving body of his work, no Styfford *protocolla*, and what evidence we have comes mainly from Italian sources, from the Borromei archive and the transcripts of protests to bills of exchange made by Rawdon Brown and others for the first volume of his *Calendar of State Papers Venetian, 1202–1509*, published by the stationery office in 1864.¹⁵ The first important document is the engrossed *protocollum* of the contract between Count Vitaliano I Borromeo (1385/91–1449) of the one part and Felice da Fagnano of Milan and Alessandro Palastrello of Piacenza on the other. The date of the contract in Milan was 12 March 1443 and of

¹³ N. Orme, *Medieval Schools from Roman Britain to Renaissance England* (New Haven, Conn., and London, 2006), pp. 67–78, quotation at p. 71; Chesham's and Styfford's oaths can be seen in Jenkinson, *Later Court Hands in England*, pt. ii, plates III and IV.

¹⁴ The ledgers of the Borromei banks in London for 1436 to 1439 and Bruges for 1438 are kept in the Borromeo-Arese family archive (Archivio Borromei dell'Isola Bella (ABIB)), libro maestro 7 (BLon) and libro maestro 8 (BBr) respectively. Styfford's accounts are BLon fos. 37.4, 45.2, 59.4; Chesham's are BLon fos. 32.1, 78.7, 150.7. A history of the banks and the folio numbering system are both explained on the Borromei Bank Research Project website <<http://www.queenmaryhistoricalresearch.org/roundhouse/default.html>> [accessed 10 Feb. 2019].

¹⁵ These are to be found in TNA, PRO 31/14/189, 190, 191.

the copy in London 2 August 1443.¹⁶ Its purpose was to establish a second Borromei bank in London after the apparent closure of the first branch in 1440–1, not because it had failed but because the original contract had come to an end and the profits had to be distributed among the partners. Most of the staff of the first bank, Giovanni and Niccolò Micheli and Alessandro Palastrello had remained in London. The *Views of the Hosts* show that they continued trading after 1441, although whether on their own account or for the bank is not clear.¹⁷ In 1443 Count Vitaliano I decided to re-establish banks in Bruges, Barcelona and London, and there are draft contracts for all three banks in the Isola Bella archive, in Italian. The London partnership was to be managed by Vitaliano's brother-in-law, Felice da Fagnano, who had originally worked in Bruges. He was in Milan in 1443 and so knew the full terms of the London contract. Alessandro Palastrello of Piacenza had moved to London in 1438 and continued living there until at least 1456, when he was the Italian attacked by the young men of the Mercery whilst he was walking along Cheapside, setting off the anti-Italian riots of that year.¹⁸

It was because Palastrello was not in Milan for the making of the contract that a notarized copy was sent to London so that the new partner could be made fully aware of its terms and conditions. While its format may be familiar to ecclesiastical historians, since it is similar to *protocollo* drawn up by papal notaries, that will not be the case for medievalists who work on deeds, accounts and judicial records produced by the royal chancery or for private citizens, so it is worth looking at it in some detail. The original is in Latin and the English translation and punctuation here are this author's. The opening section is:

In the Name of God Amen. By this present public instrument it will become apparent that in the year of the Incarnation of our Lord 1443, the sixth indiction, and the thirteenth year of the pontificate of the most Holy in Christ and our father and lord Eugenius, by divine providence Pope, in the presence of me, the notary and of the noble men Bernardo D'Alzate and Lodovico D'Alzate, both of Milan, especially summoned and requested as witness to this present,

¹⁶ ABIB, Box File 1051, item (c).

¹⁷ *The Views of the Hosts of Alien Merchants 1440–1444*, ed. H. Bradley (London Rec. Soc., xlvii, 2012), pp. 28–34.

¹⁸ For the history of the banks see the Borromei Bank Research Project website at <<http://www.queenmaryhistoricalresearch.org/roundhouse/default.html>> [accessed 10 Feb. 2019]; P. C. Clarke, 'The commercial activities of Giovanni Marcanova di Giacomo', in *Cittadini Veneziani del Quattrocento: I due Giovanni Marcanova, il Mercante e L'umanista*, ed. E. Barile (Venice, 2006), pp. 247–373, at pp. 282–5, 357–64; J. L. Bolton, 'The city and the crown, 1456–61', *London Jour.*, xii (1986), 11–24, at pp. 12–4.

and the noble man Felice da Fagnano, son of a certain Messer Giacomo and Alessando Palastrello of Piacenza, in the house inhabited by me the notary underwritten situated in Lombard Street in the parish of St. Nicholas Acon, in the same place the said Felice presented a certain public instrument signed and made by Francesco de' Regius, son of a certain Messer Pietro, notary of the city of Milan, between the magnificent and powerful Lord Vitaliano Borromei born of a certain magnificent Lord Giacomo *of the city of Milan* (inter-lineated) of [the district of] Porta Vercellina, parish of St. Maria Pedonis of the one part and the said Felice in his own name and in the name and place and on behalf of the said Alessandro of the other part, of certain promises and agreements which will further appear in this instrument. And the said Felice asked and requested me, the public notary under written, to read out loud (*viva voce*) with a distinct voice to inform the said Alessandro and the aforesaid witnesses of the tenor of this instrument, word for word (*verbo ad verbum*) and it is as follows. In the Name of God Amen in the year from the Nativity of the same 1443, sixth indiction, Tuesday 12 March ... [There follows the contract to establish a bank in London in the name of Felice da Fagnano and Alessandro Palastrello, with Count Vitaliano I Borromei as the senior partner.]

As Theresa O'Byrne has explained, notarized documents followed a strict formula for their opening lines, in which the date and the names of the parties concerned were listed, although the notary did not name himself until the eschatacol, the authenticating clause at the end of the *protocollum*. Here three date systems were used: the Incarnation of Our Lord, more commonly known in England as the Annunciation of the Blessed Virgin Mary, 25 March and the beginning of the New Year; the sixth indiction, a civil reckoning of time based on fifteen-year cycles which were computed from 312, the indiction of Constantine; and the year of the pontificate of Eugenius IV, who was elected to succeed Martin V on 4 March 1431. Then followed the list of those present: Fagnano, Palastrello and the two witnesses, Bernardo and Lodovico D'Alzate of Milan, then in London, and the notary himself, who revealed that his house was in Lombard Street in the parish of St. Nicholas of Acon. A map of the parish boundaries in 1856 shows that it must have been on the south side of Lombard Street, between Abchurch Lane to the west and St. Nicholas Lane to the east, where numbers 19–22 Lombard Street stood in that year.¹⁹

The original document had been brought from Milan by Felice da Fagnano. It was drawn up by another notary imperial, Francesco de' Regius from the district of Porta Vercillina (now Porta Magenta) and the parish

¹⁹ The map can be found in *Collage: the London Picture Archive* <<https://collage.cityoflondon.gov.uk>> [accessed 10 Feb. 2019] Collage record 30713, Plan of the Parish of Saint Nicholas Acon's, Lombard Street, 1875.

of St. Maria Podone in central Milan, conveniently near to the Palazzo Borromeo. Styfford was now asked by Felice to read the lengthy contract out loud and this he presumably did, although whether in Italian or Latin is not specified. It is a long contract, it was August and one can only wonder if any of the four Italians there present dozed off. Apparently not, according to the concluding section, which again followed well-trodden formulae:

The which public instrument having been read by me the public notary and heard and well understood by the said Alessandro, in the presence of me, the public notary underwritten, and the aforesaid Bernardo and Lodovico [D'Alzate], the said Alessandro, being neither forced nor compelled but of his own free and spontaneous will, as he has asserted, promises and has promised by this instrument to keep and to hold all those things promised by the said Felice in the name of the said Alessandro in the manner and form above written, and that at no time in the future to act against them or contradict them. And further, the said Alessandro concedes and promises and by this said instrument concedes and promises to keep, hold and observe all things contained in this instrument, according to the promises made in his name by Felice and made in this instrument, and they approve, praise, ratify and confirm all things contained in this instrument and by this present he approves, praises, ratifies and confirms in all things and for all things contained above, putting all fraud, deceit, collusion and evil purpose on his part behind him. And the said Felice and Alessandro have asked and required me, the notary public underwritten, to make one, two or more copies of the public instrument or instruments in exactly the same wording as above. This was enacted here in London in the house in which I the public notary underwritten live, as is said above, and in the presence of Bernardo and Lodovico, the witnesses specially summoned and invited.

The still unnamed imperial notary was asked to make or have made two or three copies of the document, and it must be one of these that was sent back to Milan to be stored in the Borromei archive. Then, finally, came the important clause that validated the whole document, the eschatocol:

And I William Styfford, clerk, citizen of London, public notary by Imperial authority, because I was present at the above proceedings together with the witnesses, have put on this public instrument which was written elsewhere by another scribe and put into its present form by me, my singular and customary mark, as requested and required and as surety and witness to the premises. And it is apparent to me the above written notary that these words *civitatis mediolani* [of the city of Milan] have been inter-lineated between the third and fourth lines of this present document, counting from the top. The which things I the before written notary confirm.

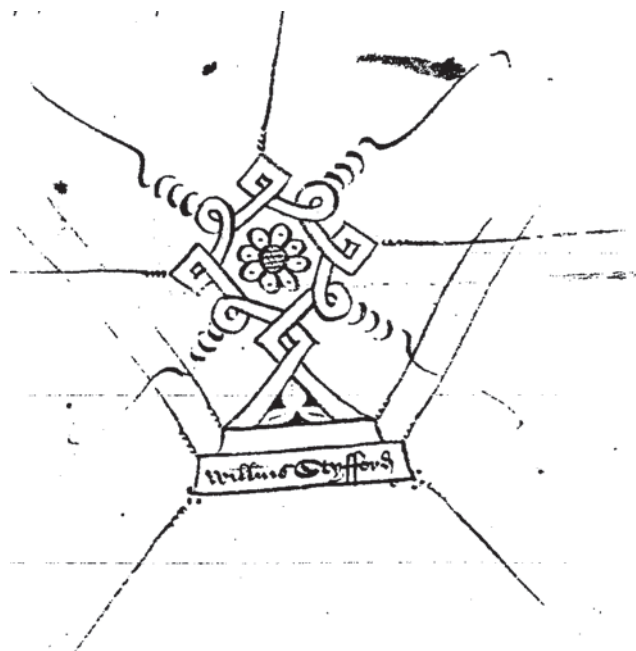


Figure 7.1. Sign manual of William Styfford, notary imperial from the Archivio Borromei dell'Isola Bella, Box File 1051 (c).

Here Styfford at last identified himself, specified that the document had actually been drawn up by another scribe but that he had put it into its form, noted the interlineation between the third and fourth lines and put his notary's mark (Figure 7.1).

Here we have a public notarial instrument which would have been only too familiar to notaries and their clients in southern Europe, but better known to papal notaries than to merchants in England. Much stress was laid on the public duty of the attorney, something also evident in the oaths scriveners swore on their admission to the Company. How much Styfford was paid for his work we do not know, since the only surviving ledger for the Borromei bank in London ends in 1439. What we do know, thanks to Rawdon Brown's transcripts, is that Styfford was employed regularly as an imperial notary by Venetian merchants in London in the 1440s, 1450s and early 1460s to record that a bill of exchange had been protested and returned to the original taker in Venice.²⁰

²⁰ R. Brown had one of the best jobs in 19th-century Britain. Born in 1803, he arrived in Venice in 1833 and lived there for the next 50 years until his death in 1883. For many years he was paid an annual salary of £250 for collecting material on Anglo-Venetian relations.

A protested bill of exchange was a device used by Italian bankers to avoid the usury laws and make a profit from the imbalance between international exchange rates in southern and northern Europe.²¹ By the fifteenth century the bill of exchange was a well-developed instrument that allowed a merchant to take up a series of loans repayable at various times and at reasonable interest rates. This was done through an exchange transaction in which there were usually four parties: the deliverer and taker in a town in one country; and the payor and payee in a different town in a different country. The taker in town one took up a loan in the local currency from the deliverer and wrote a bill of exchange on his agent or correspondent in the second town ordering him to pay the principal to a nominated recipient after a specified time (usance) in the local currency at an agreed exchange rate. On 10 November 1438 a bill of exchange from Venice was entered in the Borromei London ledger. It was for 400 Venetian ducats at an exchange rate of forty-five *sterlings* (pennies) per ducat and yielded £75 *os od sterling*. The deliverer in Venice three months earlier was Cecco di Tommaso and Brothers, a Venetian banking company; the taker Carlo Querini of Venice; the payor in London Lorenzo da Marcanuovo, a well-known Venetian resident in London;²² and the payee was the bank Filippo Borromei and Partners of London.

This may have been the transfer of liquid capital from Venice to London or money borrowed in Venice by Querini which he would eventually have to repay to the Tommasi. It could also have been the first part of a pre-arranged transaction on which the Tommasi made a handsome profit. Lorenzo da Marcanuovo could have refused to pay the bill, which would have resulted in a formal protest and the £75 *os od sterling* would have been returned to Venice, this time at the lower exchange rate of 43 $\frac{5}{6}$ *sterlings* per ducat, which would have yielded 441 ducats in Venice three months later, a not inconsiderable profit for the Tommasi.²³ When the two transactions were combined, with the same parties involved in each, then this was

His notes and transcripts were bequeathed to what was then the Public Record Office and is now The National Archives, which made them publicly available in 2012. They are a gold mine of information, including copies of 19 protests to bills of exchange, of which only 2 or 3 were eventually calendared in the *Calendar of State Papers relating to English Affairs in the Archives of Venice*, i. 1202–1509 (London, 1864).

²¹ For a full discussion of how bills of exchange worked, see M. A. Denzel, 'The European bill of exchange: its development from the middle ages to 1914', in *Cashless Payments from the Antiquity to 1914*, ed. S. Chaudhuri and M. A. Denzel (Stuttgart, 2008), pp. 153–94.

²² For Marcanuovo, see G. Nordio, 'Lorenzo Marcanova in Inghilterra, fattore dello zio Giovanni (1440–1444)', in Barile, *Cittadini veneziani del quattrocento*, pp. 377–93; Clarke, 'Commercial activities of Giovanni Marcanova', pp. 272–329.

²³ ABIB, BLon fos. 192.2a, 252.3d.

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known as *cambium et recambium*, exchange and re-change, with the profit being made on the differential exchange rates for the ducat against sterling and vice versa in southern and northern Europe.

The protest had to be made formally in the presence of an imperial notary and recorded by him in an equally formal manner, to be sent back to the taker of the original bill. This is, of course, where William Styfford became involved, being paid 3s 4d for his efforts, as we have already seen. The following is a typical example of a protest written by him, with the main body of the text being in Latin and the bill of exchange in Italian, using the Venetian dialect:

23 January 1443. Niccolò da Rabatta, factor of Jacomo Salviati and Partners, in my presence as a notary public and in the presence of the witnesses below written approached Giovanni da Ponte who was then present in my house in Lombard Street in the parish of St. Nicholas Acon and then, in the name of the Salviati above written, presented Giovanni with certain letters of payment for a certain exchange sent to Giovanni on behalf of Michele Zon [of Venice] and the same letters were publicly read out, the terms of the letter being these:

+ In the name of Jesus 8 November 1447 in Venice pay by this first [letter] of exchange after a month's sight of the same to ser Jacomo Salviati and Partners the value of six hundred ducats, that is to say 600, at 45 *sterlings* per ducat, received here [in Venice] when the letter was made from ser Michele Zondoneli. May God guard you, Michele Zon.

On the dorse of this letter was written:

[To] ser Giovanni da Ponte in London. The which letters being presented and read, the said Niccolò admitted that he had already received £25 *sterling* on behalf of the Salviati from the said Giovanni and in response the said Giovanni said that he did not wish to pay the residue of the exchange [£87 10s *od sterling*]. Having heard this response and to solve the problem of the unpaid residue, Niccolò asked if there was anyone else in the house or outside the house who was willing to pay the residue of the exchange ... No person or persons replied and so Niccolò made a protest and protested against the said Giovanni and Michele Zon, each of them, either of them or both of them ... This was done here in London before witnesses especially called and sworn for the purposes, namely Bassiano de Rivargario of Venice and Federico de Nosorii of Florence and Francesco Cristiano, bill-broker, who certified to me the public notary that the exchange rate for the ducat on that day was 41 $\frac{5}{6}$ ths *sterlings*. And I William Styfford clerk, citizen of London, public notary imperial etc. etc.²⁴

²⁴ TNA, PRO 31/14/189, item viii.

In its formality and its public nature this protest is much like the *protocollum* establishing the second Borrromei bank in 1443. The proceedings quite possibly only took a few minutes and were relatively dignified, since they took place in Styfford's house. On other occasions Styfford, the witnesses and the bill-broker had to accompany the payee to the house of the payor and make the protest there. On 4 December 1453 he, Dardo and Donato Raimondo, Venetians, the witnesses, and Delzemetera, the bill-broker, with Andrea Graziani, Venetian, all went to the dwelling of Girolamo Badoer in the parish of St. Martin Outwich. There a bill of exchange for 200 ducats drawn at Venice on 4 September 1443 by Antoni d'Alberto of Brescia at usance (three months) in favour of Filippo Priuli and Andrea Graziani on Sebastiano and Girolamo Badoer, in London, at the exchange rate of $44\frac{1}{2}$ *sterlings* per ducat, was read out to Girolamo. As it would probably have been cold in London in December 1453, we can only hope that the assembled company went into the house rather than standing out in the street to listen to the bill being read out loud. After he had heard it, Girolamo refused payment on behalf of himself and Sebastiano. Graziani then inquired whether anyone inside or outside would pay the bill; and the answer being 'No', he protested against the Badoers and the taker of the bill, Antonio d'Alberto. The bill-broker Delzemetera then certified to Styfford that the ducat was worth $39\frac{1}{3}$ *sterlings* in London on that day. Styfford would then have returned to his house on Lombard Street and either he or one of his employees would have drawn up the formal protest, as above, to be sent back to Venice.²⁵

If these proceedings actually happened rather than being formally recorded, then they may have provided some innocent amusement for the bystanders or, perhaps, they confirmed their anti-Italian prejudices at such goings on. What they show us is that Styfford, as one of the few imperial notaries in London, had a steady source of income from writing protests for the Borrromei, various Venetian and other Italian merchants. He must have known most of the Italian community in London and there are quite probably other protests and documents written by him yet to be discovered in private Florentine, Milanese, Venetian and Genoese archives. What he also kept was a day book, or more probably day books, with brief records of work done for Italian merchants.

In The National Archives there are two registers of debts, that is, of the contractual arrangements between creditors and debtors, including the terms and place of repayment, which could be abroad, at one of the great Brabantine fairs, for instance. One register, of the debts of Hanseatic

²⁵ *Calendar of State Papers Venetian*, i. 78–9.

William Styfford (fl. 1437–66): citizen and scrivener of London and notary imperial

and Low Countries merchants, was drawn up by John Thorpe, a London scrivener but not, as far as can be seen, an imperial notary. The other was kept by William Styfford and dealt exclusively with Italian merchants. Both date from 1457 to 1459 and they are linked to a series of proceedings in the exchequer court and recorded on the exchequer memoranda rolls for 1459–60. Various London merchants and provincial woolmen and clothiers were prosecuted for offering extended credit to aliens against the terms of the statutes of 8 and 9 Henry VI.²⁶ The contracts recorded in both books are a valuable source for English overseas trade and have been extensively analysed, first by Michael Postan and then, more recently, by Wendy Childs and Stuart Jenks.²⁷

While it is fairly clear what these two registers *are*, we should also grasp what they *are not* and that is *protocolla*, notarial registers of original wills, contracts, conveyances and marriage settlements which then became public property. They were private property taken into public hands for a specific purpose, or even extracted from Styfford's and Thorpe's records so that the Lancastrian regime could punish suspected enemies, and most notably the Italians, through the courts.²⁸ Their very survival does, however, raise an interesting, if as yet unanswerable, question. Were Styfford and Thorpe unique, or did other scriveners, notaries public and notaries imperial keep registers or rolls of the various documents they drew up for their various clients, in rough form at least? It seems highly likely, but because they were private and not public records and remained the personal property of the compilers, as with other commercial records and, most frustratingly, mercantile accounts, they have not survived.

Ultimately, Styfford remains a shadowy figure. We do not know when he was born or to whom he was married. Styfford's will has not survived, assuming he made one, and when he died his daughter Elizabeth was left an orphan. On 29 November and 2 December 1466 respectively two bonds of £100 each were deposited in the city Chamber, the money to be paid to her when she reached her majority or married. The main subscribers were members of the Drapers' Company: John Brokford, John Hungerford and

²⁶ *PROME*, iv. 360–1, item 66 (8 Henry VI, 1429–30) and 377, item 31 (9 Henry VI, 1430–1).

²⁷ The registers are TNA, E 101/128/36 (Styfford) and E 101/128/37 (Thorpe) (M. M. Postan, 'Private financial instruments in medieval England', in *Medieval Trade and Finance* (Cambridge, 1973), pp. 29–54, at pp. 34–5 and n. 16; W. Childs, "'To oure losse and hindrance': English credit to alien merchants in the mid-fifteenth century", in *Kermode, Enterprise and Individuals*, pp. 69–98, at p. 70, for the statutes against credit; S. Jenks, 'Das Schreiberbuch des John Thorpe und der hansische Handel in London 1457/59', *Hansische Geschichtsblätter*, ci (1983), 67–114).

²⁸ Bolton, 'The city and the crown', pp. 15–21.

John Beauchamp to the first, with Richard Messynger, a goldsmith, and John Shugborough, William Burtone and William Holme to the second, with Thomas Risby, a brasier. Brokford (alias Wakely) and Hungerford acted with Thomas Urswyck, the recorder of the city, and others as feofees for John Jurdan, citizen and merchant of London, and Elizabeth his wife for property in Mynchon Lane, St. Dunstan in the East, in 1470. They were also involved together in a gift of goods and chattels in the mayor's court in the same year and with Richard Messynger, a prominent goldsmith and warden of the Company in 1463 and 1468. Brokford certainly knew Styfford since he appears in the latter's register of debts and was later prosecuted in the exchequer court for illegal credit transactions. By far the biggest fish in this group of drapers was John Beauchamp, however. His extensive dealings in the credit market have recently been investigated, and if Styfford worked for him and the other drapers they would have provided him with a steady source of income, which would help to explain why he had a house in such a prime position on Lombard Street.²⁹

William Styfford had two important circles of clients, friends and acquaintances within the city, then. The first consisted of Italian merchants, the representatives of Italian merchant-banking partnerships based in London. The protests to the bills of exchange, the register of debts, some eighty-seven of them between 1457 and 1459, and the cases brought in the exchequer court in 1459–60, 110 in all, show that they included the managers of another Borromei bank in London, Alessandro Borromei and Partners of Venice, not Milan, and the factors or agents of the Bardi, Contarini, Doria, Giustiniani, Lomellini, with Homobone Gritti and Giovanni Walcomostrasso of Venice and Simone Nori of Florence, one of the managers of the Medici bank in London. Childs's work on Styfford's register shows that he wrote contracts of debt for a large portion of the Italian community in the city in the late 1450s and for their English clients, who were drawn from the leading members of the Drapers', Mercers' and Grocers' companies. His dealings with these men must have brought him a fair income, which may explain his relative wealth at his death.³⁰

²⁹ *Cal. Letter Bks. L.*, p. 69; *CPMR, 1458–1482*, pp. 66, 113, 149; E. Quinton, 'The drapers and the drapery trade of late medieval London' (unpublished University of London PhD thesis, 2001), p. 252 (for Brokford); Childs, "'To oure losse and hindrance'", p. 93; T. Reddaway and L. Walker, *The Early History of the Goldsmiths' Company 1327–1509* (London, 1975), p. 299; R. Goddard, *Credit and Trade in Later Medieval England, 1353–1532* (New York and London, 2016), pp. 70–9, esp. at p. 78.

³⁰ TNA, PRO 31/14/191; Childs, "'To oure losse and hindrance'", pp. 75–86, 90–5; R. De Roover, *The Rise and Decline of the Medici Bank, 1397–1494* (New York, 1966), pp. 325–9; F. Guidi Bruscoli and J. Lutkin, 'Perception, identity and culture: the Italian communities in fifteenth-century London and Southampton revisited', in *Resident Aliens in Later Medieval*

The second, overlapping with the first since they sold the Italians cloth for export, consisted of members of the Drapers' Company and to these we can add a third, again overlapping with the other two, that of Robert Bale, scrivener and chronicler. Bale's circle has been intensively discussed by Anne Sutton, Mary Erler and others.³¹ He was a man of considerable standing in London until the 1460s, when his well-known 'troubles' began and Styfford became involved in them. Bale had married Agnes, the niece of Thomas Haunsard, vintner, and fully expected that his wife would inherit her uncle's property. Haunsard, however, made a will which left his executors with considerable discretion as to the disposal of his goods and lands, and Agnes and Robert were more or less disinherited. Bale, dismayed by this turn in his fortunes, had little choice but to contest the will on behalf of his wife. Styfford acted as one of his witnesses as to what had actually happened at Haunsard's deathbed when the new will was made. Typically, Styfford's testimony ends with an eschatacol clause and his notarial mark, the only one of the six witness statements to be formally confirmed in this way. Friendship with Bale brought Styfford nothing but trouble, however. Bale was so short of money in 1456 that he sought a loan from William Lemyng, grocer. Lemyng required sureties and Bale eventually persuaded Styfford to provide a guarantee in the form of a bond for £100. Styfford seems to have doubted Bale's ability to repay the loan. He had had previous experience of a draper, John Claimond, defaulting on a bond of debt for £30, which suggests that Styfford, like other scriveners, may have been a moneylender.³² In this case he demanded the deeds to Bale's property in the parish of St. Mary Magdalene, Southwark, as his surety. He was wise to be cautious. Bale defaulted on his loan to Lemyng and in Easter 1458 Styfford had to pay the £100 to Lemyng and his associates. At this point Styfford's friendship with Bale seems to have come to an abrupt end since he had him arrested and imprisoned.

As more names are added to Styfford's circle of friends and business associates, he becomes a less shadowy figure. He appears to have been a man

England, ed. W. M. Ormrod, N. McDonald and C. Taylor (Turnhout, 2017), pp. 89–104, at pp. 92–6; W. I. Haward, 'The financial transactions between the Lancastrian government and the merchants of the Staple from 1449 to 1461', in *Studies in English Trade in the Fifteenth Century*, ed. E. Power and M. M. Postan (London, 1933), pp. 293–320, at pp. 311–8.

³¹ Sutton, 'Robert Bale'; Erler, 'Guildhall Library', pp. 179–80. I am grateful to Hannes Kleineke of the History of Parliament Trust for making his unpublished paper, 'The troubles of Robert Bale: the deathbed of Thomas Haunsard', available to me, citing TNA, E 135/7/36, item 6.

³² LMA, CLA/024/02/004/307, 1455–7. The suggestion that scriveners may have been money-lenders is based on the frequency with which they appear in gifts of goods and chattels in the mayor's court. It is a subject in need of further investigation.

of some substance if he could pay £100 on Bale's behalf, even reluctantly. Yet his importance goes far beyond that of a scrivener or notary working for a number of Londoners and with links to the Drapers' Company. As Pamela Nightingale has argued, in the fourteenth century London became England's gateway port, where imports were landed and redistributed and exports were sent to destinations from the Baltic to the Mediterranean. Many factors went towards the making of a gateway city. It had to provide accommodation for all sorts, from the town houses of the great to the dwellings of the poor immigrants, both English and alien. There had to be good and effective government; courts for the rapid settlement of disputes; proper port facilities for the swift turn round of ships; good transport links with other parts of the country and in London's case especially with Southampton and Sandwich, its outports.³³ To these we should add the availability of notarial and scribal services staffed by scribes who had command not only of Latin and English but also, when required, of French, Flemish, German and Italian. For the Italians, whose banking and commercial operations relied so heavily on the written word, it was vital that they had access to imperial notaries who could draw up *protocolle* and provide the essential authentication to make them acceptable in other countries and above all in Italy itself. William Styfford and his fellow notaries imperial were essential to the Italian trade and deserve far more attention than they hitherto have been given.

³³ P. Nightingale, 'The growth of London in the medieval English economy', in *Progress and Problems in Medieval England*, ed. R. Britnell and J. Hatcher (Cambridge, 1996), pp. 89–106; M. Kowaleski, *Local Markets and Regional Trade in Medieval Exeter* (Cambridge, 1995), pp. 179–21; O. Gelderblom, *Cities of Commerce: the Institutional Foundations of International Trade in the Low Countries, 1250–1650* (Princeton, N.J., 2013), pp. 2–15, 19–24.