

## THE STRATFIRE PROJECT

### Nos 17/18 High Street

#### Documentary History (version 6.9.2024)

1. The building now numbered Nos 17/18 High St is not only one of the finest timber-framed buildings in the street: it was also from 1553 amongst the properties formerly belonging to the Guild of the Holy Cross, later granted to the Stratford-upon-Corporation under its first charter of incorporation. Its history is thus well-documented in the Corporation's muniments, in the form of leases, surveys and rentals.
2. These documents record not only that the building was damaged during Stratford's urban fires of 1594/5 but also to a series of references to its rebuilding over the following ten years. It is hoped dendrochronological examination of its surviving timbers will help clarify this process.
3. In February 1562 the Corporation had leased the property to a draper, George Whateley, for forty years at an annual rent of 26s. 8d., to take effect from the expiration of an earlier lease in favour of Philip King on 20 May 1537 (BRU 8/9/2). This earlier lease, from the Guild of the Holy Cross, has not survived but was said to have been for 40 plus 10 years (BRU 15/76/17). The overall length of Whateley's tenancy is therefore uncertain.
4. George Whateley died in June 1593 and in his will he left the lease of his house in High St (sublet to a shoemaker, John Fisher, from at least 1574) to his daughter Katherine, born in November 1584, but only if she 'doe marrye with the Consente of my Executor' (*Burials*, 51; *Stratford Wills*, i, 221-2).
5. John Fisher, the sub-tenant, died in June 1595, and was succeeded by his son, Robert, another shoemaker (*Burials*, 53; *Minutes & Accounts*, vi, 57, 71, 89, 110, 173, 211). They were therefore in occupation at the time of the fire and remained so until 1603.
6. Rebuilding work is first mentioned in the order book of 19 July 1598 (*Minutes & Accounts*, v, 146) :

At this halle yt ys agreed that a lease shalbe made to katerine Whateley the daughter of George Whateley decessed of the howsse wherein Roberte ffyssher nowe dothe dwelle in the highe strete withe thappurtenaunces for xli<sup>te</sup> yeres to begin at Michaelmas next for the Rente of xxvj<sup>s</sup> viij<sup>d</sup> the yere & to sett vppe two bayes of howsing presently [i.e. immediately] and to tyle yt & to buyld the resydue decayd by the ffyer wthin vj yeres after the seyd Katherine shalbe of full age ... And yt ys farther agreed that Roberte ffyssher shalle hold the seyd howsse for fyve yeres to comme painge vnto the seyd Katerine xxxiiij<sup>s</sup> iiij<sup>d</sup> yerely And he to Kepe the Reparacions duringe the fyve yeres of so mucche as shalbe Repayred & so to Leave yt at thende of the seyd fyve yeres withowt any further challenge or interest

A lease along these lines bears the same date but was made not to Katherine alone but to Thomas Kirby of Henley-in-Arden and Katherine his wife, daughter of George Whateley, in consideration that they 'presently' [i.e. immediately] build 'two sufficient bays of housing in and upon the ground belonging to the tenement where in Robert Fisher now dwelleth and shall erect and build again the residue of the housing lately belonging to the same tenement and now decayed by fire within six years next coming after' (BRU 8/9/5). Katherine, born in November 1584, would have been only fourteen in 1598, though her marriage to Kirby has not been traced (*Baptisms*, 38).

7. By April 1599 work had clearly begun. In a survey of Corporation property occurs the following entry: (*Minutes & Accounts*, vi, 71):

Roberte Fisher dwelleth in a tenement belonginge for mani yeares yeat to come unto the assignes of M<sup>r</sup> George Whatelei decessed. On the stret side containinge iiii baies tiled, on the backside a range on the north parte newe built of ii baies tiled. That side wanteth yeat of the former buildinge before the fire iiii baies; the other side wantethe a range of v baies; it rangeth in length to M<sup>r</sup> George Badgers house side & in breadth answerable to the streete house.

This would imply that the two bays to be built immediately were by then in place and that they lay behind the main house and formed part of a range along the northern boundary. Another two bays were required to complete that range. 'The other side', perhaps along the southern boundary, was still lacking five bays. A later note confirms that 'the executors have from anno 40<sup>mo</sup> [1597/8] 6 yeres liberti to re eadifie all the reste which is decaied bi fire, videlicet: vii baies'.

8. On 6 June 1611, William Walford, then Stratford's bailiff, was assigned the lease of the property, where he had been Thomas Kirby's sub-tenant since 1609, to hold for the residue of Kirby's lease of 1598 (Para. 6), calculated to be twenty-eight years (*Minutes & Accounts*, 490; BRU 8/9/17).
9. However, by the summer of 1614 there was clearly some further rebuilding afoot. On 17 June that year occurs the following entry:

'At this Hall, whereas M<sup>r</sup> Walford hath in the house he dwelleth in in the High Street xxiii yeres to come at Michaelmas next, in Consideracion of Surrendryng upp his estate therein, & For xl<sup>s</sup> fyne to be payd & in regard he is of necessity to buyld upp anew the same, a Lease is graunted unto him to have from Michaelmas next for 41 yeres at the old rent of xxvi<sup>s</sup> viii<sup>d</sup> (*Minutes & Accounts*, vii, 324).

On 27 August, in a survey of Corporation property, there is a further statement that 'William Walford, gentleman, houldeth a Messuage or Tenement by him of late newelie buylded' and his lease 'of his new house' was sealed a week later, likewise recording that he had been granted a new lease of 'a new buylt messuage in his occupation' in consideration 'of the newe buyldinge, erecting and settinge upp of the messuage' (*Minutes & Accounts*, vii, 330, 357; BRU 8/9/21).

9. In March 1618, Walford's lease was further renewed, in consideration of the surrender of a lease with thirty-eight years to run, of a 'new built messuage' in his

tenure, for 61 years at 26s. 8d. This lease includes the dimensions of the plot, namely, 41' 6" on the street and running back 183' to a rear boundary 39' wide (*Minutes & Accounts*, vii, 496; BRU 8/9/25).

10. William Walford made his will on 17 May 1624. He was freeholder or leaseholder of many town centre properties but Nos 17/18 High St, which he held of the Corporation ('house of the Chamber land wherein I nowe live') he bequeathed to:

... Anne my wiffe duringe her Widdowhoode ... with these Condictions and provisoes viz<sup>t</sup> that my sonne Richarde shall quietly use the upper Chamber over the hall wherein he lieth and the Chamber called Francis Edwardes Chamber and the Wooll house With the Celler over it [and] twoe haie howses and the stable; and my sonne Francis shall have the use of all the Cock loftes and the shoppe but not the Wares duringe my Wyves widowhood provided that my said sonnes shall not sett nor lett the said Roomes to noe Tennaunt whatsoever but keepe them for their own uses, or if they doe otherwaies then this graunte shalbe voyde Item if my said wife marry or yf she marry not after her death ~~then~~ I give unto my said sonne Richard and to his Assignes during the terme the said Lease of the Chamberlande of the howse I now dwell in with this Con디션 that my sonne Francis shall quietly enjoy the shoppe to his owne proper use seaven yeares next fully to be compleate ... And my Will is that during her tyme my said wife shall pay the Chambers Rent.

He was buried six days later and his will was proved the following June by his widow Ann and son Richard (*Stratford Wills*, i, 353-4).

11. In 1635 Walford's sons, Richard and Francis, fell out over their shared occupancy of Nos 17/18 High St (TNA, C3/418/17). However, their mother outlived them both, dying in March 1648 (*Burials*, 145). Under her late husband's will, she had a claim to the tenancy to Nos 17/18 High St which was not due to expire until 1679. In her will she left 'the lease of my house which I now dwell in' to her grandson, Richard Laurence son of her son-in-law William Laurence (*Stratford Wills*, i, 466). However, this was surrendered to the Corporation with 29 years to run, and a new lease granted to William Cawdwell, a woollen draper, on 22 November 1649.
12. At this point the building would have passed out of the immediate management of the family that would appear to have built it. The following leases from the Stratford Corporation have been identified for its later history
  - i) 3.10.1663: Assignment of lease for £80 from William Cawdwell to Richard Bartlett of Stratford-upon-Avon, dyer (BRU 8/9/36)
  - ii) 21.12.1679: to William Hunt of Stratford, woollen draper, on payment of entry fine of £60, for 41 years at an annual rent of 26s. 8d. (BRU 8/9/41)
  - iii) 16.4.1717: to Joshua Smith of Stratford, bookseller, for 41 years at 26s. 8d. (BRU 8/9/49).
  - iv) 28.2.1785: to Jonathan Izod, glazier on entry fine of £80, for 41 years at 26s. 8d. of two messuages in High St in the tenure of Jonathan Izod and Edward Pain and within a year to take down and rebuild the same for £150 (BRU 8/9/63: includes measured plan)

- v) 29.5.1823: to William King, ironmonger, on surrender of lease of 8.2.1785, on payment of entry fine of £200, of two messuages in High St in the tenures of Edward Taplin and William king for 42 years at an annual rent of £12 12s. 0d. (BRU 8/9/74, with measured plan)
- vi) 11.2.1865: to F.C. Winter for 30 years at £50 p.a. (BRR/10/58, with measured plan)

These have not yet been analysed in detail, though attention has been drawn to any implied structural changes. These include the requirement in the 1785 lease to Jonathan Izod to take down the two messuages on the site and to rebuild them within a year. The measured plan of 1865 might also be relevant as will the Board of Health plan of 1851 and the OS town plan of 1884.

13. The building assumed its present general appearance as the result of restoration work in 1923 (BRR 49/1/717). Its appearance in 1925 is given in H. Forrest, *The Old houses of Stratford-upon-Avon*, pp. 64-5.

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