

AGREEMENT BETWEEN STAMFORD TOWN COUNCIL AND LITTLE CASTERTON FOR THE USE OF THE STAMFORD HORSE DRAWN STEAM FIRE ENGINE 1904

INTRODUCTION

The following transcript is from a four paged signed copy of a Legal Document between Stamford Town Council and the inhabitants of Little Casterton (Rutland).

MEMORANDUM OF AGREEMENT

made this seventeenth day of December one thousand nine hundred and four. Between the Mayor, Aldermen, and Burgesses of the Borough of Stamford acting as the Urban District Council for the Borough of Stamford and hereinafter called the Town Council of the one part and The Parish Meeting of Little Casterton in the County of Rutland, hereinafter called the Parish Meeting of the other part.

Whereas the Town Council has recently acquired from Messrs Shand Mason and Company of London a Steam Fire Engine with the necessary appliances and equipment which said Steam Fire Engine for the purposes of identity has the word "Stamford" painted thereon.

And Whereas the Parish Meeting has with the consent of the County Council and in conjunction with other Parish Meetings and Parish Councils agreed to pay the Town Council a yearly contribution for the use of the said Steam Fire Engine for the purpose of extinguishing fires occurring within the district of Little Casterton aforesaid during the period hereinafter mentioned.

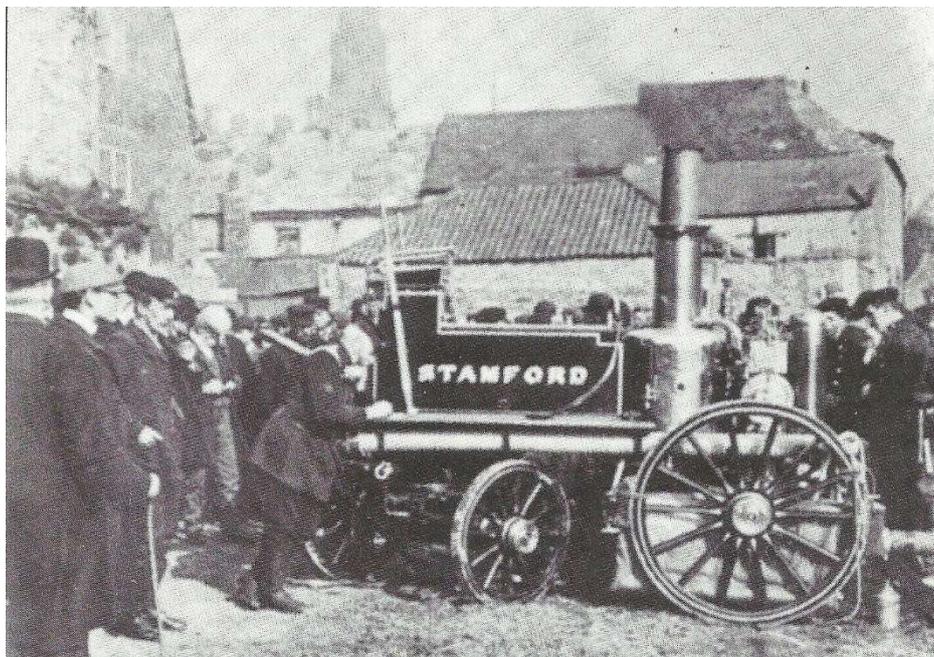
Now it is mutually agreed as follows: -

- 1) The Parish Meeting will during and throughout the continuance of this agreement pay to the Treasurer for the time being of the Borough of Stamford for the use of the Town Council the yearly sum of Two Pounds six shillings and three pence without any deduction the last mentioned sum, to be paid by two equal instalments on the first day of September and the first day of March in each year during the continuance of this agreement the first of such instalments to be paid on the first day of September one thousand nine hundred and four.
- 2) In consideration of such payments the Town Council agrees with the Parish Meeting that at all times during the period of five years from the date hereof on demand therefore being made to the Captain Superintendent or other Officer of the Stamford Fire Brigade or upon notice given or left at the Stamford Police Station of a fire however caused happening to any house, building, stack, agricultural produce or premises within the Parish of Little Casterton, the Town Council will, except as provided by Clause 4 of these presents, with all due promptitude by day or by night cause the said Steam Fire Engine properly equipped, manned and horsed to be sent to any such house, building, stack, agricultural produce or premises for the purpose of extinguishing or dealing with such fire.
- 3) NO charge or payment of any kind so ever shall be made or paid to the Town Council by the occupier of the premises where the fire occurs or at which the said Engine shall be used or employed for the use of such Steam Fire Engine, but such occupier shall be liable to pay to the Town Council the reasonable and proper charges of the Brigade for their attendance and service at such fire and for the use of the horses employed in drawing the Engine from Stamford to the scene of the Fire and home again and the damage done to any hose or other appliance not forming part of the equipment of the said Engine.
- 4) Provided always that the liability upon the Town Council to supply the said engine aforesaid shall be suspended in all cases where owing to a prior call or claim (either in or out of the Borough) the Engine for the purposes of extinguishing or dealing with a fire have been taken or sent into another Parish with whose Parish Council or Parish Meeting the Town Council

shall have entered into an agreement similar in all respects to these presents. No pecuniary liability shall rest upon or be incurred by the Town Council for any delay in despatching the said Engine to any fire nor shall the Town Council be called upon to make compensation for any damage which may arise from any cause whatever in connection with the despatching of the said Engine.

- 5) The Town Council will cause the said Engine at all times to be kept in a thorough state of repair and if the Engine shall at any time during the said period of 5 years become disabled or useless, the Town Council will forthwith hire another Engine pending the reparation of the said Engine, and the terms and conditions therein contained shall be applicable to the Engine so hired.
- 6) In case the said sum hereby agreed to be paid as aforesaid or any part or instalment thereof shall remain unpaid for 28 days next after the day fixed for the payment thereof it shall be lawful for but not obligatory upon the Town Council by notice in writing signed by the Town Clerk and directed to and served upon the Clerk to the said Parish Meeting to determine and put an end to this agreement and from and after the giving of such notice the respective rights and liabilities of the parties hereto shall cease and determine. The power hereby given to the Town Council shall be ancillary to their remedy for recovery by action at law of the said sum or any part thereof payable by the Parish Meeting as aforesaid and it shall be at the option of the Town Council either to exercise the power hereby given of determining this agreement or of proceeding by action for recovery of the said sum or any part thereof as this Town Council shall decide.
- 7) At the expiration of the said period of 5 years or upon the determination of this agreement the Parish Meeting shall have no claim upon the Town Council in respect of the subject matter of this Agreement nor to any matter or thing herein contained or referred to.
- 8) If any dispute or difference shall arise between the Town Council and the Parish Meeting touching any of the matters contained in this agreement such dispute or difference shall be referred to two justices of the Borough (not being members of the Town Council) whose decision shall be final and binding upon all parties.
- 9) The said Steam Fire Engine shall be and remain the absolute property of the Town Council.

In Witness whereof the Common Seal of the Town Council was hereunto affixed and the Presiding Chairman and two Members of the Parish Meeting at a meeting of the said Parish Meeting have hereunto set their hands and seals as the act of the Parish Meeting.



Testing the Shand Mason Horse Drawn Steam Fire Engine at Bath Row on March 28th 1904.

Notes.

- 1) The above document had the Common Seal of the Mayor, Aldermen and Burgesses of the Borough of Stamford affixed at a Meeting of the Town Council, on February 6th 1905 in the presence of George Higgs, Mayor of Stamford. The original document was countersigned and sealed by Charles Ormston Eaton, the Presiding Chairman of the Parish Meeting of Little Casterton, and by Mr Arthur Templeman and Mr Albert Broughton, two of the Members of the Parish Meeting, at a Parish Meeting held on December 17th 1904 in the presence of Mr Henry Green.
- 2) The Town Council at this time offered villages around Stamford the opportunity to make legally binding agreements, for the use of the town's fire-fighting equipment. This was made more possible as a result of the Town acquiring a second Messrs Shand Mason and Co. horse drawn steam fire engine in 1904.
- 3) The Mayor, Mr George Higgs (1852-1918) was a merchant of multiple shops in the East Midlands operating as a wholesaler and retailer, selling tobacco, briars, cigars and cigarettes and tobacconists' sundries. starting with a tobacconist shop on St John's Street in Stamford. By the turn of the century, he had expanded his business with shops in Newark, Nottingham, Sleaford, and three in Lincoln. He was a Kesteven County Councillor and served on several Committees and Charities within the town. His wife was a descendant of Sir Isaac Newton in the female line.
- 4) Charles Ormston Eaton (1827-1907) lived at Tolethorpe Hall. Born at Ketton Hall, he attended Harrow School and graduated from Trinity College, Cambridge. He was a director of the Stamford, Spalding, and Boston Bank which after his death became part of Barclays Bank in 1911. He purchased the site for the Roman Catholic Church of St Mary and St Augustine in Stamford, assisted in financing its building and paid for the organ.