

Sheffield Fire Brigade The Question of Country Calls Interesting Police Court Case

At the West Rising Court, Sheffield, this morning, before Mr. B. J. Young, Mr. Willoughby Firth, and Col. Cutler, the Sheffield Corporation Fire Brigade claimed £19 12s. 6d. from William Sykes, a builder, of Beighton, as the result of a fire which occurred to a house of which he is the owner at Woodhouse Mill, on June 26. Mr. H. H. Brown (Town Clerk's office) prosecuted, and Mr. A. Neal appeared for the defendant.

Mr. Brown said the 'claim of £19 12s. 6d. was for expenses incurred in attending a fire at Woodhouse Mill on June 26. On that day the brigade were summoned by telephone message. When they arrived on the scene the fire had been extinguished. No services were rendered, but they were claiming for expenses incurred. The claim came under Section 33 of the Town Police Clauses Act of 1847.

The following were the particulars of the claim:-

Turn-out of engine	£4	0s	0d
Travelling of engine (five miles, at £2 per mile)	£10	0s	0d
Superintendent's time (two hours)	£0	4s	6d
Eight firemen's time (two hours each)	£1	4s	0d
Horse hire (four horses, at. £1 1s. each)	£4	4s	0d
	£19	12s	6d

Mr. Brown, continuing, said it would be most improper for the brigade on receiving a call to waste time in making an unreasonable amount of inquiry as to the credentials of their informant. In answer to the Chairman of the Bench, Mr. Brown said the figure of £10 was for wear and tear of the engine. The only reason he knew that the claim was disputed was because the brigade was not called out by the owner of the property.

George Matthews, a member of the Fire Brigade who was in charge of the call office at the Fire Station at the time the message was received, said the brigade was summoned to Ward Street, Woodhouse Mill, the Informant describing himself as Mr. Barber, Netherfields, the witness informed him that there was a charge for attendance outside the city boundary, and the answer he received was that "that's all right; the house is on fire; come at once."

In answer to Mr. Neal, the witness said the scale of charges was £4 for turning out the engine and £2 per mile it travelled.

Mr. Neal: The turning out takes 20 seconds and the horses went for the good of their health.

Charles Waller, ex sergeant, of the brigade, said he was the officer in charge at the time the call was received. He turned out; with a steamer. The journey was about five or six miles long, and the fire was out on the arrival of the brigade.

Mr. Young: Do you measure the distance from the boundary of the city or from the station?

Mr. Brown: From the Station.

Mr. Neal (to witness) – How long did it take to go? – I can't say. We hadn't time to put our watches in our pockets: I should think we were there within half an hour.

Chief Officer Frost was the next witness. He said a steam engine was sent and also a cart laden with extra hose. The complement of a steamer was five men, but when an out of town journey was entered upon there was one man on the "leader" horse, one extra, making with Sergeant Waller, a compliment of eight. He followed them, so that nine men went altogether.

Mr. Frost went on to explain that originally a very small charge indeed was made for attending this class of fire. Other large towns were circularised, and an average on their charges was struck by the Sheffield Watch Committee.

In reply to Mr. Neal, Mr Frost said the charge for the hire of horses was too little. "These sort of journeys sometimes make a horse valueless" he declared. "When we went to Welbeck, the horses were no good for a month afterwards. The other day we went to Eckington, and the horses were no good for a day or so after the journey."

Mr. Neal: As a matter of fact, you don't care for these distant fires? - Oh, yes, I like to go, because I always make it a big point that I protect a big slice of Yorkshire, and not merely the city.

Mr. Neal said the Bench would have to settle whether it was proper to send the engine at all. He did not wish to make too fine a point of this because he quite agreed that for a fire brigade to be effective it must be expeditious. He also agreed that the owner of the property was not the only person with whom the responsibility of calling the brigade should rest, because a fire might be a source of danger to surrounding property. But he certainly contended that the owner of the property should not be liable to pay heavy charges when there was no necessity for the services of the brigade. If this was so, a timid person who saw a slight fire from the street - a window curtain ablaze, for instance - knowing that they involved themselves in no difficulty, could lay heavy responsibilities on an owner of property. Granted that his client was liable, which, however, he hoped the Bench would not think the bill of expenses was fearfully and wonderfully compiled. Almost the first he knew about a fire having occurred was the receipt of the bill.

The Act under which the prosecution brought provided for the making of "reasonable charges for the use of the engine with appurtenances. What is a fair charge? They had had no assistance in that matter from the evidence produced. They certainly knew that at one time the charge was £4. He could understand Mr. Frost when he talked about the horses being overdone in a journey to Welbeck or to Eckington, a travel up hill and. down dale. They knew, however, that the horses of the Sheffield Fire Brigade were in splendid

condition, and it was not reasonable to suppose that a journey like the one to Woodhouse would cause 'them undue inconvenience. It was, however, entirely a matter for the Bench to consider, but he suggested that a figure well within the £4 limit should be a reasonable amount.

The defendant was called, and said that he did not know until next day there had been a fire. There were hoses and stand pipes in Woodhouse. He never learned until he came into court that day who was responsible for sending the message to the brigade.

The Bench were some time in arriving at a decision, and eventually made an order for the payment of £7 6s. and the court costs.