

RETURN

To an Address of the Legislative Assembly, for a copy of the Contract and Charter under which the Alexandra Suspension Bridge was built; also the Surveyor-General's Report upon the said Bridge.

By Command,

ROBERT BEAVEN,

Chief Commissioner of Lands and Works.

MEMORANDUM OF AGREEMENT made this second day of February, One thousand eight hundred and sixty-three, between Richard Clement Moody, Colonel of the Royal Engineers, and Chief Commissioner of Lands and Works for British Columbia, acting on behalf of the Government of British Columbia, of the first part, and Joseph William Trutch, of British Columbia, Civil Engineer, of the other part.

WHEREAS the said Joseph William Trutch hath applied to the Government of British Columbia to grant him the privilege of constructing a Bridge, with proper approaches, at a point about one mile below Chapman's Bar, across the Fraser River, by the first day of August, now next ensuing, and keeping the same subsequently in repair. And hath also applied for license and authority to raise and levy a toll of One-third of one halfpenny sterling, on all goods; and a toll of one shilling per head on all loose horses, oxen, asses, and mules, not actually employed in drawing or packing freight or farm produce; and a toll of sixpence sterling per head on all sheep, pigs, colts, or calves; and a toll of two shillings and one penny sterling, upon every vehicle crossing the said Bridge, and used for the conveyance of passengers, and drawn by one horse or other animal; and a toll of four shillings and two pence upon every vehicle crossing the said Bridge and used as aforesaid, drawn by two horses or other animals; and a toll of eight shillings and fourpence sterling, upon every vehicle crossing the said Bridge and used as aforesaid, and drawn by four or more horses, or other animals, excepting from liability to toll all officers, persons, animals, and goods belonging to, or employed by, or in the service of the Government, and all waggons and animals drawing or laden with or regularly employed in drawing or packing freight or farm produce, and respectively passing or carried under, across, on, over, or in evasion of the said tolls by the said bridge, whether by land or by water; and also excepting from such liability all machinery for Steamboat and Railroad purposes, and all foot passengers respectively passing or carried as aforesaid, for the term of Seven years from the due completion in manner hereinafter mentioned of the said Bridge and approaches.

And whereas the said Government hath agreed to grant the said privileges upon the terms and conditions hereinafter more particularly expressed. Now these presents witness that the said Richard Clement Moody, acting on behalf of the Government of British Columbia, in consideration of the agreements hereinafter, on the part of the said Joseph William Trutch contained, hereby agrees as follows:—

That after the exact position of the said intended Bridge and approaches shall have been fixed, to the satisfaction of the said Richard Clement Moody, or other the Chief Commissioner as aforesaid, or his agent for the time being, and security, satisfactory to the said Government, in the penal sum of One thousand pounds given for the due execution, completion, and repair thereof, and for the observance of all and every the stipulations of this agreement, the said Joseph William Trutch, his executors, administrators, and assigns, shall have, possess, and enjoy, during the period of One year from the date hereof, full power and authority to construct and make a good and substantial iron-wire Suspension Bridge and approaches, upon plans and specifications to be furnished, forthwith,

by the said Joseph William Trutch, his executors, administrators or assigns, and approved of by the said Chief Commissioner of Lands and Works, of an uniform width for the whole length, within the time, in the manner, and subject as hereinafter more particularly mentioned, across Fraser River, at or near Chapman's Bar, between the terminal points for such Bridge and approaches, to be fixed to the satisfaction of the said Chief Commissioner of Lands and Works as hereinafter mentioned. Upon the completion of the said Bridge and its approaches within the time, in the manner, and to the satisfaction hereinafter mentioned, the Governor for the time being of British Columbia, in the name of the Queen, or by all other and proper means and forms, shall and will grant unto the said Joseph William Trutch, his executors, administrators and assigns, a Charter grant or other sufficient authority giving power and authority from the due completion of the whole of the said Bridge and approaches in manner aforesaid, for and during the term of Seven years next ensuing, after such total completion as aforesaid, to ask, demand, sue for, receive, and recover, by way of toll, from all persons whomsoever the sums following, that is to say:—

For every pound, avoirdupois, of goods, merchandize, stores, productions, and chattels, other than those belonging to or employed in the service of the Government, or manure, lumber, or farm utensils actually in use on farms within thirteen miles of the Bridge, which shall respectively be taken or carried on, over, under, or across, and in evasion of said tolls by the said Bridge, and whether by land or by water, the sum of one-third of one halfpenny sterling; and for every loose ox, horse, ass, or mule, not belonging to or employed in the service of the Government, or in drawing or packing freight or farm produce on the Lytton-Alexandra Road, and passing or taken on, over, under, across, or as aforesaid, by the said Bridge, whether by land or by water, the sum of One shilling and one penny sterling per head; and for every head of sheep, pigs, colts, or calves not belonging or employed as aforesaid, passing or taken on, over, under, across, or as aforesaid, by the said Bridge, and whether by land or by water, the sum of Sixpence halfpenny sterling; and for every vehicle used for the conveyance of passengers drawn by one horse or other animal, and not belonging or employed as aforesaid, the sum of Two shillings and one penny sterling; and for every vehicle as last aforesaid drawn by two horses or other animals, and not belonging to or employed as aforesaid the sum of Four shillings and twopence; and for every vehicle as aforesaid drawn by four horses or other animals, and not belonging or employed as aforesaid, the sum of Eight shillings and four pence sterling.

Such tolls not to be demandable on goods, chattels, vehicles, or animals belonging to or employed in the service of the Government, or on foot passengers, vehicles, waggons, or animals drawing or laden with or regularly employed in drawing or packing freight, farm produce, or implements in use as aforesaid, or on machinery for Steamboat or Railroad purposes, or passengers' personal baggage in any vehicle or ordinary free miners' packs borne by passengers respectively using, carried, or passing along, over, or by the said Bridge.

Upon condition that the said Joseph William Trutch, his executors, administrators or assigns, will well and sufficiently perform all and singular the stipulations on his or their part hereinafter mentioned, and in such Charter grant or other authority to be contained. And the said Joseph William Trutch doth hereby for himself, his heirs, executors, administrators and assigns, covenant with the said Richard Clement Moody, and his successors in office, that the said Joseph William Trutch, his heirs, executors, administrators or assigns, will immediately, after the execution hereof, make and deliver to the said Chief Commissioner for the time being, minutely detailed plans and specifications of the intended works and constructions, according to the Schedule hereunto annexed, for the approval of the said Chief Commissioner or his Agent, and will immediately, upon such approval, commence, and will, on or before the first day of August now next ensuing, make and construct a good substantial and permanent Iron-wire Suspension Bridge, across the Fraser River, from and between such terminal as shall be sanctioned in that behalf by the said Chief Commissioner for the time being, according, in all respects, to the plans and specifications, and subject to the written approval of such Chief Commissioner or his Agent, and shall, before commencing the construction of said Bridge and approaches, give good and sufficient bonds to the satisfaction of the said Government in the penal sum of One thousand pounds as ascertained and liquidated damages to be paid in case the said Bridge and approaches, or any part thereof respectively, shall not be completed within the time, in the manner, and to the satisfaction aforesaid, or in case default shall be made in the observance by him or them of all or any part of the stipulations of this agreement; and that any such Charter grant or other authority shall contain ample provision, with security satisfactory to the Government, for the continuous and thorough repair and painting of the said Bridge and approaches, according to the plans and specifications, and to the satisfaction of the said Chief Commissioner or his Agent, during the continuance of such Charter grant or other authority, and so long as the same shall remain in full force and undetermined under the provisions hereinafter in that

behalf contained. And that such Charter grant or other authority shall contain a provision for such alterations and improvements of the said Bridge, according to the specifications and to the satisfaction of the said Chief Commissioner or his Agents, as the Government shall absolutely find necessary for the public convenience, security, or traffic. And it is hereby declared that it shall be lawful for the said Chief Commissioner of Lands and Works, with the consent in writing of the said Joseph William Trutch, his executors, administrators, or assigns, until redemption or forfeiture hereinafter referred to, and afterwards without such consent, by any notice, from time to time to reduce, vary, or re-establish all or any of the said tolls, to any sums and for such periods as shall for the time being or from time to time be specified in that behalf in any such notice. And it is hereby also declared, that any such Charter grant or other authority shall contain a provision that for the purposes of collection of tolls the ton shall be deemed and taken to consist of two thousand two hundred and forty pounds avoirdupois or forty cubic feet, as the case may be, and also a provision enabling the said Chief Commissioner of Lands and Works to regulate the traffic upon the said Bridge and approaches, and such other provisions and savings of public and private right as are usually inserted in Charters or Acts relating to the construction, maintenance, repairs, tolls, or otherwise, of Public Works in the said Colony. And it is hereby lastly and expressly declared and agreed, that upon any failure of the said Joseph William Trutch, his executors, administrators, or assigns at any time hereafter in the construction, completion, maintenance, repair, or improvement of the said Bridge and approaches, or any part thereof respectively, to the satisfaction of the said Commissioner, or to fulfil or observe all or any of the conditions, provisions, or stipulations of this agreement, or any part thereof respectively, then upon notice to that effect, published by order of the said Commissioner of Lands and Works in the *Government Gazette*, or by any writing under his hand to that effect, affixed to some conspicuous part of the said Bridge and approaches, either of which shall, from the day of it being so published or affixed, be deemed a good and sufficient notice for all purposes where notice is required under this agreement, and subsequent default for fourteen days in obeying any such notice, of which default the said Chief Commissioner shall be the sole judge, then this agreement and all powers and privileges conferred or to be conferred shall thereupon *ipso facto* cease, determine, and be of non-effect, as if this agreement had not been made, but without prejudice to any claim for damages, or otherwise, which the Government may, at the time of such avoidance, have under this agreement, against the said Joseph William Trutch, his heirs, executors, administrators, or assigns.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

The Schedule above referred to.

1. The Bridge to be constructed at a place one mile or thereabouts below Chapman's Bar; to approach and connect with the waggon-road on either side of the River; to cross Fraser River with a span of two hundred and fifty feet, or thereabouts; the exact site of the Bridge to be defined on the ground by the said Joseph William Trutch, and approved by the said Chief Commissioner of Lands and Works before the Bridge is commenced.

2. The Bridge to be an Iron-wire Suspension Bridge suitable, in the opinion of the Chief Commissioner of Lands and Works, for the heaviest waggon traffic, of not less than a width of eighteen feet roadway, or of twenty feet width if formed in two parallel roadways. The gradients of the approaches should not be steeper than one in thirty, and should ascend towards the Bridge for a distance of fifty feet, measured from it, and be in the same line as the Bridge for that distance. Total length of approach to be made by Contractor on each side of the Bridge, and to extend to the termini of the waggon roads now or lately in process of construction by Joseph William Trutch on each side of the Bridge.

3. Full plans, sections, detailed working drawings, and specifications of the proposed Bridge are to be furnished by the said Joseph William Trutch, and submitted to the Chief Commissioner of Lands and Works for his approval, before the Bridge is commenced. Such drawings are to shew the approaches on each side of the Bridge to their junction with the two roads, with a section of the River shewing its highest flood lines and low water mark, and to be drawn to a scale of not less than ten feet to the inch for the plans and sections of the complete Bridge, and of not less than four feet to the inch for all details of construction, with all dimensions in detail very completely given in figures on the drawings.

4. The whole of the iron work, and such portions of the wood work as require it, are to be thoroughly painted, and the Bridge and its approaches are to be kept in a state of complete and

thorough repair and painting, to the satisfaction of the Chief Commissioner of Lands and Works, during the period that they remain in charge of the said Joseph William Trutch.

5. The above to be deemed only a Provisional Specification, to be completed with the ordinary clauses contained in Specifications of Chief Commissioner of Lands and Works, as to time, manner, security, and other provisions for the thorough completion and progress of the works, to the satisfaction of the said Chief Commissioner or his Agent, and with the penalties and powers of final decision usual in Specifications of Public Works given out by the Department of Lands and Works.

6. Such Specification to be finally completed by the Chief Commissioner, upon the approval by him of the plans, sections, detailed working drawings, and specifications mentioned in Clause 3 of this Schedule.

Signed, sealed, and delivered by the said
Richard Clement Moody, in the
presence of Thos. Theobald. } R. C. MOODY. [L. s.]

Signed, sealed, and delivered by the said
Joseph William Trutch, in the
presence of Thos. Theobald. } JOSEPH W. TRUTCH. [L. s.]

Report of the Surveyor-General on the Alexandra Bridge.

"I have thoroughly examined this fine Suspension Bridge, and find that the Sills of the four Towers are in a dangerous condition. They are twenty inches square, and twelve inches of that, scantling, are absolutely rotten. The dry-rot, which has been thus destructive, was caused by the shrinkage and consequent leakage of the rubble and cement filling laid between the Sills in each Tower. The other parts of the Bridge, timber, roadway, &c., are in a good state of repair, and will last for some years.

"I would propose, with the view to an economical repair of this Bridge, that new Sills of wood be laid, and of the same scantling. In order to carry out this work, it will be necessary to dismantle the whole of the Bridge, excepting only the Cables. These can then be raised by means of sheer-legs and suitable tackle, to a height of about twelve inches above the saddles. The Towers, which I estimate by a rough measurement to weigh 10½ tons each, can then be lifted by means of Hydraulic Pumps, sufficiently high to enable the rotten Sills to be cut away, and new ones to be laid in their places.

"Most of the work can be done by the foreman (Niel Black) and his road party, but it is absolutely necessary that a competent and careful Engineer be placed in charge of the work. The Pumps will have to be obtained in San Francisco, and I believe they can be got at about \$200 each.

"By a rough calculation, I estimate the whole cost of this work at \$5,000 to \$7,000. I have therefore to ask that special authority may be granted for this expenditure. The whole amount left unexpended of the vote for the Yale-Clinton Road is less than \$5,000, and it will take the whole of this to keep the road open for travel.

"I have, &c.,

"(Signed) B. W. PEARSE,

"Surveyor-General."