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A study of the four public bridges across the James River

Demitrios Basiliou Pantele

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A STUDY OF THE FOUR PUBLIC BRIDGES
ACROSS THE JAMES RIVER, RICHMOND,
VIRGINIA

BY

DEMTRIOS BASILOU PANTELE

A THESIS
SUBMITTED TO THE GRADUATE FACULTY
OF THE UNIVERSITY OF RICHMOND
IN CANDIDACY
FOR THE DEGREE OF
MASTER OF ARTS IN POLITICAL SCIENCE

FEBRUARY, 1952
No work of this sort can be competently undertaken without a certain amount of assistance from other parties. And so it is with this paper, and thanks must be expressed, accordingly, where due.

First, the author wishes to acknowledge the invaluable aid tendered him by the staff of the Department of Public Works, City of Richmond, with particular reference to Mrs. Dorothy Hatke and to Mr. Brown of the File Office of this division of Richmond's municipal government. These persons threw open to the author all the files upon the various bridges with which he was concerned, and otherwise offered aid and assistance without which this work would never have come into being.

Acknowledgement must be given to Mr. Harold J. Goodman, student at the University of Richmond, for his great assistance in photographing the Boulevard and Robert E. Lee Bridges. Likewise, the author is under considerable obligation to Mr. James Kiryakakis of the National Park Service for re-drawing and rendering many copies of the drawings which the author had made by tracing the originals in Department of Public Works documents.
And, of course, considerable acknowledgment must go to Doctors McDanel and Albright, professors of history and political science, respectively, University of Richmond, for their advice, criticism, and other invaluable assistance without which this work would never have been written.

D.B. Pantele
Newport News, Va.
January 9, 1958
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CHAPTER 1 - INTRODUCTION

As a result of its expansion to both the northern and southern banks of the James River, the City of Richmond, Virginia, has been obliged to construct a number of bridges in order to provide a link between the two parts of the city. There are now four such structures connecting north and south Richmond, the eldest dating back to the eighteenth century, with the most recent having been erected as recently as 1934. In the pages that follow it shall be our purpose to tell the story of these four spans not only from the point of view of the historian, but from that of the political scientist as well. For these structures play a vital role in the day to day administration of the city, a role of which, unfortunately, the average citizen who daily rides or walks across them is pathetically unaware. Not a few of Richmond's residents would be shocked to know of the tremendous cost to their city of repairs to the out-moded Ninth Street Bridge, or would feel pride in the manner in which Robert E. Lee Bridge was efficiently conceived, constructed and operated.
Of course, these four bridges are by no means the only ones in Richmond. As the city is situated upon hilly terrain, there are a number of overland bridges, or viaducts, such as, for example, the Marshall Street of First Street Viaducts. Likewise, there are a number of additional bridges across the James which are devoted solely to the use of railway vehicles and are privately owned.

With these, however, we shall not be concerned. Our attention shall be devoted singularly to the four structures across the James which are open to use of the general public either as pedestrians or riders, as the case may be.

In the pages that follow, these four bridges shall be discussed one by one as one comes upon them if traveling up the James in an east to west direction. The arrangement is not, therefore, chronological, though, by coincidence, it so happens that the first two structures described are the first and second, respectively, in point of time as well as location.

The discussion which follows is based entirely upon source materials which the author found to be available in abundance. The vast majority of all data assembled was located in the File Office of the Department of Public Works, City of Richmond, where the records of each bridge may be found in a file devoted to each. There are a wealth of original letters, statements, financial reports, and so on. Here also may be found the published annual reports of the Director of Public Works which date well back into the Nineteenth Century, as well as the published and bound ordinances and joint resolutions of the City Administration which likewise date back into the previous century. Here may be found the complete
records of the Richmond Bridge Corporation, the organization which undertook the construction and maintenance of Robert E. Lee Bridge in the early nineteen-thirties.

Additional data was procured through liberal use of the back files of the Richmond *Times-Dispatch* and *News-Leader*, the city's morning and evening newspapers, respectively. However, wherever possible the author attempted to utilize the original documents upon which the newspaper accounts were based, for at times newspapers at their best may be somewhat inaccurate. Further data was located in the file office of the Richmond Chancery Court.

It might be mentioned at this time that in respect to the financial affairs of Richmond Bridge Corporation considerable difficulty was encountered. Not that there was insufficient data; on the contrary, there was too much, and herein lay the source of the difficulty. An example is provided by the year 1938. For this year there are no less than three different statements of monthly income of the Corporation, and none of these agree. There is the *Annual Report of the Director of Public Works*, the financial statements of the two banks with which the Corporation transacted its business, and the reports on audit of the Reconstruction Finance Corporation. For any given month, each of these sources lists a slightly different quantity of income, though in some instances the difference comes to several thousand dollars.

This is not to insinuate that there has been foul play here. Apparently the differences lie in that different procedures of accounting were employed, as well as different fiscal years.
Department of Public Works operated on a January through December year, the Bridge Corporation from May to May, and R.F.C. on periods of their own. At the same time, the author was informed that the Annual Reports were notoriously inaccurate insofar as quoting figures accurately was concerned, hence those were disregarded whenever possible. Insofar as the bank and R.F.C. accounts were concerned, the author noted that the banks tended to include the entire sum paid by the City or by Virginia Electric and Power Company for annual use of the bridge as income for the one month in which those payments were made, while R.F.C. tended to break those payments down and include 1/12th of the payment in the total income for each month. The result was a lack of consistency among the several reports, and every attempt on the part of the author to make allowances or conversion of one system to another failed to yield a satisfactory product. Of course, the author makes no pretense at being an accountant.

The result was that in order to attain some consistency throughout the chapter on Robert E. Lee Bridge in respect to monthly income of the Bridge Corporation, and especially in the table in the appendix, the writer took the R.F.C. reports as definitive until 1938, and the Bridge Corporation Auditor’s reports for the following years. For total annual expenditures, however, the reports of the Director of Public Works were considered sufficiently accurate and were so used. The result has been to give the account a certain consistency which would have been impossible to achieve otherwise. In any event, the bank accounts were completely done
away with us only adding more to an already complicated situation.

Aside from this, the author encountered no other difficulty in obtaining a reasonably consistent set of facts relative to each of the four structures. With this brief introduction we may now turn our attention to a detailed study of each of the four James River bridges which lie within the corporate limits of the City of Richmond.
Until the later years of the eighteenth century travel across the James River at Richmond could be accomplished solely by privately-owned ferry service. This was the only means of crossing over to Manchester on the south bank of the river. In 1788, however, an enterprising planter, Colonel John Mayo, whose residence was in Henrico County, a mile or so from Richmond, apparently decided that bridge communication with the south bank of the James River was not only necessary but might prove profitable as well. Accordingly, he undertook, at his own expense so it would seem, to build a bridge across the river at approximately the site of the present structure.¹

The site chosen by the Colonel was a logical one for a number of reasons, as reference to a map of the City of Richmond will clearly indicate. In 1788 the center of population in that colonial metropolis was situated in the vicinity of Capitol Square and to the east, predominately. Thus, what is now Fourteenth Street was then "downtown" Richmond. A glance at a map will reveal to the

¹ Richmond Times-Dispatch, May 4, 1937; October 6, 1942. Colonel John Mayo was born Oct. 21, 1760 and died May 28, 1818. Ibid., Feb. 27, 1947.
reader that the James River is considerably narrower about a mile to the east of Mayo’s Island. But, to have constructed a bridge in this region would have rendered it inaccessible to a large number of people in those days of limited transportation. Now, although the river is more than twice as wide at the point at which Colonel Mayo ultimately built his bridge than it is a mile or so to the east, the existence of Mayo’s Island at this wide point of the river created a situation in which the amount of actual water over which a span had to be thrown was almost the same at both locations. Hence, the logical choice; a bridge at Fourteenth Street.

The first bridge across James River at Richmond was constructed of wood. It was completed and opened to the public as a toll bridge on October 23, 1782. But, Colonel Mayo’s first venture at bridge building was ill-fated. In December of that year the James was frozen solidly from bank to bank. When a sudden thaw occurred on the 29th the ice broke the following day, and as the ice went so did the Colonel’s bridge.

But, Colonel Mayo appears to have been a man of considerable enterprise, for before the end of 1782 he had constructed a second bridge upon the site of the first. Like its predecessor, the second Mayo’s Bridge was of wooden construction, and tolls

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were charged for its use, for our Colonel was no more philanthropist. The comments of a visitor to the city in 1759 are of some interest in this respect. This unknown gentleman described the second structure as

A handsome and expensive bridge, between 300 and 400 yards in length... across James River at the foot of the falls [built] by Colonel John Mayo, a respectable and wealthy planter, whose seat is about one mile from Richmond. The bridge connects Richmond and Manchester, and, as the passengers pay toll, it produces a handsome revenue to Colonel Mayo, who is the sole proprietor.4

The second bridge at Fourteenth Street enjoyed a considerably longer life than its predecessor. It served its proprietors and the City of Richmond for more than seventy-five years. But its life, too, came to an abrupt end when Federal Troops put it to their victorious torch as their Confederate opponents evacuated the city in the early spring of 1865.5

Yet, when the emotions of victory had subsided, the Union command must have realized the foolishness of their destruction of the sole means of communication between the City of Richmond and the region to the south of the James. Serious contemplation of the military situation reveals no strategic gain to the Federal Troops in razing the structure - the City was theirs. Why destroy this convenient means of crossing to the south? Be that as it may, we learn that a pontoon bridge was soon erected across the James

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4: Richmond Times-Democrat, Feb. 27, 1947.
5: April 5, 1865. Richmond Times-Democrat, Aug. 5, 1940. A photograph of the charred ruins may be seen in W. Asbury Christian, Richmond, Her Past and Present, p. 270. Only the stone foundations and parts of the framework remained.
in place of the former structure there.  

Richmond in 1865 was a devastated city; but a mere shell of its former self. Its physical countenance had suffered horribly from weeks of bombardment and fires. The task of reconstruction was a gigantic one, and the erection of a new structure in place of the crude pontoon bridge was but one step in the direction of restoring Richmond to her previous state. Nor was the task of restoring Mayo’s Bridge undertaken immediately; it took time.

By 1869, however, the pathos of war had subsided somewhat, and there must have been more and more talk of a new bridge. Reconstruction of Mayo’s Bridge was inaugurated and the structure was finally opened to the public as a toll bridge on April 29, 1871. In the meantime, steps had been undertaken by the Councils of Richmond and Manchester towards the construction of a second bridge across James River by the creation of the James River Free Bridge Company in November, 1870. This organization ultimately achieved its purpose with the construction of Ninth Street Bridge, with which we shall be concerned in a later chapter. It is interesting to note, however, that the proprietors of the new Mayo’s Bridge undertook to sell their span to the Bridge Company for $200,000.00, but their offer was rejected. It should not be overlooked that this was a fabulous amount in those days, even in good times, much less in the midst of post-war economic upheaval.

6. Richmond News-Ledger, Nov. 29, 1866. No statement was found as to exactly who erected the pontoon bridge, but it is safe to assume that the Union occupation troops were responsible for this temporary structure, for no others possessed the means whereby to do so following the collapse of the Confederacy in 1865.
8. Ibid. For details see Chapter III, infra.
9. Ibid.
This bridge, the third Mayo's Bridge, but the fourth structure across James River at this site if we count the temporary pontoon bridge erected in 1865, stood until 1912 when the present span of reinforced concrete was built by private contractors under contract with the City of Richmond which had purchased Mayo's Bridge from its private owners two years previously.

Several factors influenced the decision of the City administration to acquire the existing Mayo's Bridge, to erect a new structure at that point, and to throw it open to the citizens of Richmond free of tolls. Since the post-war years Richmond had grown considerably. More and more travelers were using the two existing spans. Richmond's population jumped sharply again in 1910 when the City of Manchester was annexed in accordance with an act of the General Assembly of Virginia approved March 15, 1905, entitled, "An Act to provide for the consolidation or annexation of cities."

Since the City of Richmond now extended to both the north and south bank of the James River and the Mayo Bridge was included entirely within the city limits, there was no reason why the City should not obtain the complete rights to it and open it toll free to its citizens as well as to all others who wished to use this route to the south.

10. The ordinance affecting this juncture is entitled "An Ordinance to provide for the annexation of the City of Manchester, of the State of Virginia, to the City of Richmond, of the said State, and for the consolidation of the said two cities, in pursuance of an act of the Assembly of the State of Virginia, approved March 15, 1905," entitled, "An act to provide for the consolidation or annexation of cities." See ordinance entitled "Site - Bridge Across James River," approved April 23, 1910. Ordinances and Certain Joint Resolutions of the City of Richmond From September 1, 1902, to September 1, 1910, p. 357. Hereinafter cited as Ordinances, followed by the years.
Another factor which must be kept in mind is that the bridge which was constructed in 1870-71 was designed to accommodate traffic consisting predominantly of horses, vehicles drawn by them, and pedestrians. By 1910, this bridge was rapidly becoming obsolete, not because of its physical condition, but because the use of the automobile in the United States was steadily increasing. This, in turn, resulted in even greater use of the bridge. But, and this is more important, automobiles produced increased vibrations and other forms of wear and tear upon the bridge which a wooden structure could not bear. Indeed, they tax even the most modern reinforced concrete structures to the utmost. Furthermore, it would appear that the third May's Bridge was too narrow, even then, for automobile traffic, and it was obvious that as the use of the "horseless carriage" increased, so would this bridge be less and less suited for such traffic. A new age of transportation was making its entrance, and a new bridge was needed which would be capable of meeting its rigorous demands.

Thus, a new bridge was obviously needed, and the City Council authorized its Committee on Streets by a joint resolution dated April 23, 1910, to work with the City Engineer to select and recommend to either branch of the Council a site on which shall be constructed and maintained a modern bridge, to be located either on the site of the present May's Bridge across James River, or so near thereto as to afford connection between Hull Street and Fourteenth Street, the roadway of which bridge shall be not less than forty (40) feet in width, and otherwise conform to the requirements of sub-section (b) of Section 17 of the ordinance approved March 5, 1910.11

11. Ibid.
The Committee on Streets, upon making its investigation as to the best site for the new structure, decided that the location to be desired was that over which the existing bridge passed. Accordingly, steps were undertaken to acquire the existing structure from its owners, the Mayo Land and Bridge Company. In the meantime, on October 25, 1910, the City Council and the Board of Aldermen authorized the Committee on Streets to issue a call for competitive plans and specifications as well as for bids for the construction of a reinforced concrete bridge which was not to be less than sixty feet in width nor to cost more than $350,000 including approaches.13

In the course of negotiations with the Mayo Land and Bridge Company, the City offered $112,000 for complete rights to the existing bridge. One should not overlook the fact that in 1870-71 the Bridge Company had offered to sell its span for $200,000. In 1910 they did not feel that the value of the structure had decreased to the extent of $88,000, whereupon they refused to sell at the price offered by the City. But, the decision to build had been made. By the terms of a joint resolution of June 16, 1910, the City Attorney had been authorized to acquire for the City the property, easements and rights of way necessary for the construction of the new bridge by either purchase or condemnation.13 When the Bridge Company refused the offer to purchase, the City instituted condemnation proceedings in the case of City of Richmond vs. Mayo Land and Bridge Company, which the latter lost.14 The way was now clear for actual construction to begin; the route was open.

During the winter of 1910-1911, plans and specifications were received by the Committee on Streets and the City Engineer. In addition, bids for the actual construction of the new bridge were submitted to the same parties. For the sake of avoiding errors or weak spots in the plans and specifications ultimately chosen, they were submitted to C.P.S. Burgwyn and Wilbur J. Watson, who were presumably professionals in the business of bridge construction, for examination. Each of these gentlemen received $700 for his services.  

As nearly as could be determined, the cost of the plans and of actual construction came to $280,934.00, which is the amount approved by Council and Board of Aldermen in an appropriation approved May 20, 1911. This sum may be broken down as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of bridge - bid of I.J. Smith &amp; Co. Inc</td>
<td>$224,734.00</td>
</tr>
<tr>
<td>Belgian Block Paving of roadbed</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>Plan of Bridge</td>
<td>$21,000.00</td>
</tr>
<tr>
<td>Engineering and inspection</td>
<td>$4,200.00</td>
</tr>
<tr>
<td>Testing and inspection of materials</td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$280,934.00</strong></td>
</tr>
</tbody>
</table>

This sum, of course, was exclusive of the $112,000 paid to the Mayo Land and Bridge Company for its bridge, and various other expenses such as construction of approaches, and so on. Thus, the total cost of the new bridge came to more than $382,000, which is somewhat more than the total authorized in the ordinance of October 25, 1910, which, in authorizing construction of a new bridge, had

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17. *Ibid*.
declared that it should cost no more than $350,000. The greater amount of the funds needed for this project were obtained from the proceeds resulting from the sale of City Improvement Bonds.18

It might be mentioned in passing that the decision as to the award of contract for construction of the new Fourteenth Street Bridge was made by the Committee on Streets at its meeting held April 10, 1911. I.J. Smith and Company, Inc., of Richmond, received this contract on the basis of their bid of $224,734, and agreement to include in their specifications and bid certain recommendations which were submitted to the Committee on Streets by the Board of Engineers of the City. It was further provided in the contract that work of construction was to be completed within twelve months.19 A few months later, in the spring of 1912, the Committee on Streets, upon authorization of a joint resolution of Council and Aldermen, entered upon a contract with the Mayo Land and Bridge Company in respect to the approaches to the bridge which lay on Mayo's Island, which were still owned by the Company.

In consideration of the execution of this contract, the said Bridge Company released

the City of Richmond from any and all claims for damages of any kind and all kinds to its property abutting on said proposed street or roadway across Mayo's Island by reason of the raising of the grade of said street or road.20

Actual construction of the bridge began in the latter part of 1912, but delays in securing rights of way and easements to the necessary land for construction of the approaches resulted in their not being completed when the bridge was thrown open to traffic, toll free, on August 20, 1913.\(^{21}\) The description of the bridge contained in the Annual Report of City Engineer Charles S. Bolling in 1913 may be appropriately quoted since the structure has undergone relatively few structural changes since the time of its completion in 1913. This description, which is quoted in toto, is as follows:

The bridge is constructed of reinforced concrete using the Malan system of reinforcement for the arches. It is located on the site of the Old Mayo Bridge, and spans the two channels of the river, with Mayo’s Island separating the two channels. The bridge is sixty (60) feet wide, with a roadway of forty-four (44) feet, and sidewalks, including the railing, eight (8) feet wide. Under the sidewalks are laid a sixteen (16) inch gas main, and a twelve (12) inch water main, also conduits for the electric light, telephone and telegraph wires. The curbing is granolithic with steel guard and the sidewalks are granolithic paving. The roadway is paved with granite block paving laid on a six (6) inch concrete base. There is a double track railroad line of nine (9) inch grooved girder rails on steel ties. The railings are of reinforced, panned concrete, and have at proper intervals built into the railings, lamp posts and trolley posts of reinforced concrete, arranged for four branch electric lights. There are seven (7) arches of seventy-one (71) foot span over the north channel, and eleven (11) over the south channel. The arch faces project two (2) inches beyond the splendrel walls, forming a coping on each face of the bridge. The arch openings are designed to be of such area as to vent the greatest recorded floods of the James River. The abutments and piers are carried down to solid bed rock, and are built of Cyclopean Concrete Masonry; the piers being rounded so as to provide easy passage for drift. The constructions on Mayo’s Island are, in the way of roadbeds, sidewalks, etc., built to conform to the same style as that on the bridge. The cost of the bridge, exclusive of the purchase of rights of way, and of the approaches, is $267,587.90. The bridge is designed for a live load of one hundred and fifty (150) pounds per square foot, and the carrying of trolley cars of fifty (50) tons each. The bridge was built by

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21. Annual Report of the City Engineer of the City of Richmond to the Mayor of the City for the year ending December 31, 1913, p.10. These reports have been published annually for a number of years, and after 1917 are titled Annual Report of Director of Public Works. Hereinafter, both are cited merely as Annual Report followed by year.
Mayo Bridge - Northern Portion

Mayo Bridge - Southern Portion
Messrs. J. J. Smith & Co., Inc., and in accordance with the design of the Concrete-Steel Engineering Company of New York. The work received the closest attention and supervision of the engineers in charge, and will prove, in my opinion, a handsome and durable structure, provide a most important and useful highway across James River, and aid greatly in the development and improvement of our City, especially South Richmond. 22

The approaches to the bridge in South Richmond were widened in the early months of 1916. A joint resolution approved November 14, 1915 authorized the City Attorney to acquire by deed satisfactory to him certain pieces of real estate owned by the Virginia Midland Railway and Power Company lying to the east and west of the southern approaches to the new Mayo's Bridge on Hull Street. The total amount approved for such acquisition was $2450. 23

During the years of the First World War and the immediate post-war period, no major repairs were made to Mayo Bridge. After all, it was still a comparatively new structure and thus required only general maintenance, and even this was kept at a minimum since the bridge was of reinforced concrete. This is clearly indicated by the following rundown of maintenance costs of Mayo Bridge from 1914 through 1929:

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1914</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>1915</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>1916</td>
<td>Repairs to handrail damaged by traffic, Cost unknown.</td>
<td>-</td>
</tr>
<tr>
<td>1917</td>
<td>cracked</td>
<td>0.00</td>
</tr>
<tr>
<td>1918</td>
<td>Repairs, Details not listed,</td>
<td>164.25</td>
</tr>
<tr>
<td>1919</td>
<td>Renewing street base where pavement settled.</td>
<td>234.45</td>
</tr>
</tbody>
</table>

22. Ibid., p. 10. At its highest point, the bridge is 24 feet above the river. Richmond Times-Dispatch, July 8, 1940. Total length from abutment to abutment, including the distance on Mayo's Island, in 1721 feet. Annual Report, 1941, p. 76.
23. Ordinance, 1912-1914. See this ordinance for a detailed listing of the lots acquired.
1920  0.00
1921  0.00
1922  0.00
1923  0.00
1924  0.00
1925  0.00
1926  0.00
1927  Repairing iron handrail N.W. end.  46.85
1928  0.00
1929  Painting iron handrail  55.31  24

On October 31, 1927, W. D. Cushman, Jr., Inspector for the
Department of Public Works, conducted an inspection of the bridge.
Apparently, the condition of the piers was stressed, and it was
found that they were in generally good condition, with no repairs
being recommended. Of the piers north of Mayo's Island, num-
bers 1, 2, 5 and 6 were found to be slightly secured. To the south
of the island piers numbers 2, 3, 4, 5, 6, 9 and 10 were all
secured to a greater or lesser extent. In all cases, the piers
above the footings were considered to be in "excellent condition."

By 1930, however, a few of the piers had deteriorated to such
an extent that it was deemed advisable to resurface, or gunite,
them. Bids were called for, and the contract was ultimately award-
ed to the National Gunite Contracting Company of New York and
Richmond on August 7, 1930. According to the proposal submitted,

in Mayo Bridge File, File Office, D.P.W., Richmond, Va., n.d. The
Annual Reports for 1923 and 1924 list additional repairs not listed
in this statement. These show $54.00 expended in 1923, and $72.53
for 1924. These two items must be added to the listing in text above.
25. Letter, November 22, 1927, Cushman to L.G. Hanks, Chief Bureau
of Sewers and Bridges, D.P.W. This and all other letters cited here-
inafter may be found in the appropriate files in File Office, D.P.W.,
Richmond, Va.
27. Ibid.
the Company was to furnish all specialized personnel and all necessary equipment such as hoses, cement guns, and so on, at the rate of $100.00 per day or fraction thereof. The City was to furnish common labor, framing boards of any kind and cement, sand, and water, as well as re-inforcing and expansion bolts where needed.

The guniting of the six piers and of the north and south abutments north of Mayo's Island was facilitated by unusually low waters in the James River in the fall of 1930. These piers and abutments had been badly eroded at the water line, with the worse condition being on the upstream faces. Wherever necessary, loose concrete was chipped away and a steel wire mesh tied in in the extremely bad cases before the area was shot with gunite. One or two minor repairs were made elsewhere on the bridge itself while the major work upon the foundations was taking place. For this work, the Gunite Company received $759.04, which was by far the most costly repair job upon the structure since its construction seventeen years before.

A few months after completion of these repairs, a concrete rail was erected at the north end of Mayo's Bridge. In reply to the opening of bids by the City, five offers were received, as follows:

| Hughes and Reegan          | $ 250,00 |
| L. Hankins                | 255,00   |
| F. E. Rubank              | 433,00   |
| A. H. Swenson             | 533,00   |
| W. T. Andrews             | 500,00   |

---

Hughes and Keogan, the low bidders, received the contract for this job, and the rail was ultimately constructed. As a result of unforeseen circumstances, it was found, upon completion of the work in the summer of 1931, that the actual cost of construction came to a few dollars more than had been specified in the earlier estimates, and the company ultimately was paid $250.16. Maintenance costs in the eleven years 1920-1940, inclusive, resemble those of the preceding sixteen years, and are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Work Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1930</td>
<td>Cautle Hiers</td>
<td>$750.54</td>
</tr>
<tr>
<td>1931</td>
<td>Concrete rail, North end</td>
<td>$200.16</td>
</tr>
<tr>
<td>1932</td>
<td>Rebuilding iron pipe hand rail</td>
<td>0.00</td>
</tr>
<tr>
<td>1933</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>1934</td>
<td>Repairing and painting iron hand rail</td>
<td>46.50</td>
</tr>
<tr>
<td>1935</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>1936</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>1937</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>1938</td>
<td>Painting Iron Hand Rail</td>
<td>15.63</td>
</tr>
<tr>
<td>1939</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>1940</td>
<td>Repairing abutment, south end</td>
<td>131.38</td>
</tr>
</tbody>
</table>

Thus, the maintenance costs upon Mayo Bridge from the time of its construction in 1913 through 1940 were relatively low. To the greater extent they consisted of repairs to damage caused by traffic, ganiting, and painting exposed portions of the bridge steelwork. As compared with maintenance costs of the Ninth Street Bridge, these sums are negligible.

51. See original contract, dated June 20, 1931, on file in D.P.W., Richmond. As a result of a request by Sarah Sergeant Mayo Oppenheimer and Sarah Lippincott Richards, a joint resolution was approved April 17, 1931, granting these persons permission to place on Mayo Bridge a bronze tablet donated by them as a memorial to Col. John Mayo. The work of erecting this tablet was done under supervision of the Director of Public Works, Ordinance, 1930-1932, p.177.


53. Statement, "Maintenance Cost, etc." cited. This list does not include expenditures for 1931 which were inserted in text above by the author.
An inspection of the piers was made on May 9, 1936 by W.C. Binford, Bridge Inspector, who "found all piers in Mayo Bridge to be in good condition..." and that there had been "no damage done by ice or high water." A more detailed inspection of the bridge was made by this gentleman in September 1938, in company with T.L. Cockrell. In the two years or more which had elapsed since the previous inspection of piers, some deterioration had taken place. It was found that two three-inch pipes were projecting from the north face of each pier. Water dripped from all of these pipes with the exception of those in pier number one at the south end. The amount of dripping varied from a steady drip to a rather small steady trickle. In no instance, however, was there a large stream of water leaving any of the pipes. Such water as did emerge from the pipes was clear and gave no indication of the presence of sand or other foreign matter which could have indicated deterioration of the inner portion of the piers. Nevertheless, a number of the pipes had corroded off flush with the pier. Some dampness was noticeable at the tops of all piers on the west side of the bridge south of Mayo's Island. This dampness was also present atop some of the piers on the west side to the north of Mayo's Island, and in both cases it was attributed to the presence

34. Letter, May 9, 1936, W.C. Binford to T.L. Cockrell. It is interesting to note that on Sept. 8, 1935, a flooded James River came near to sweeping the very roadway of Mayo Bridge, causing city officials to close the bridge to traffic temporarily. Richmond Times-Dispatch, September 9, 1935.
of the City water main in the west side of the bridge and to possible leakage in it. The latter was indicated especially by serious spalling of concrete atop pier number four on the eastern side of the northern portion of the bridge. Very little deterioration was found at the bottom of the piers, however. 35 But, the upper portions of the piers were being damaged by this leakage from the pipes. The water which dripped from them ran down the sides of the piers and froze in the winter causing the sides of the piers to disintegrate considerably in certain places. Elsewhere on the bridge, there were several cracks which had developed during the bridge's twenty-four years of life. 36 Nevertheless, the overall condition of the lower portions of Fourteenth Street Bridge at this time may be described as generally good. 36

But, if the bottom portions of the bridge were in fairly good condition, the same could not be said of the roadway above. This portion of the bridge had shown steady deterioration during the thirties as a result of the movement of the sand fill under the pavement which caused the latter to become "rough and wavy", especially in the track area. The shifting of sand had been brought about by vibrations caused by autos and trolleys using the bridge. The same inspection in September, 1938, revealed that the sidewalks and driveways were unlevel, and the curbing cracked and broken in a great many places as a result of settling. 37

35. Letter, Sept. 8, 1938, Cockrell to G.M. Bowers, Director, D.P.W.
37. Ibid., Annual Report, 1941, p. 76.
It should not be overlooked that no major repairs had been made upon the roadway of the bridge from the time of its construction in 1915. Elsewhere on the upper surface of the bridge, the concrete covering on the light poles both on the bridge itself and upon the roadway portion passing over Mayo's Island was cracked and falling off, exposing the reinforcing rods. This condition was temporarily corrected by treating the poles with Fish-o-lene, but it was obvious that sooner or later major repairs would have to be made upon the light poles, not to mention the roadway.39

An additional problem appeared in the fall of 1939, this time having to do with the drainage system of the roadway of the bridge. This had been taken care of in the past by small grating basins, but they were becoming constantly clogged with trash during dry weather which resulted in flooding of the roadway when it rained. An investigation occurred, and it was recommended by Mr. W. F. Woodson that various improvements be made in the existing system.39 Presumably this brought an end to this particular difficulty.

One need not be an engineer to observe that the history of the Mayo Bridge during the decade of the 'thirties was one of steady deterioration. After all, with the exception of the repairs to the piers in 1930, there had

been no major work upon the bridge since its construction, as indicated above. By 1940, the leakage noted in the piers four years previously was becoming serious, what with its causing more and more noticeable deterioration of the concrete. The poor condition of the roadway has already been noted above; it was getting worse by the end of the decade and brought many complaints from travelers using Mayo Bridge.

That the time for major correction of the defects in the physical status of the structure was at hand was clearly indicated by a thorough inspection made by Mr. Binford on January 15, 1940. He found that four or five of the piers had been seriously damaged by the freezing of running water. The wetness of some of the piers at all times indicated a leaky water main which would, no doubt, be the source of continued deterioration if allowed to proceed unchecked. He recommended that these leaks be stopped and the piers gunitated. The six concrete combination lights and trolley poles on the Island had become badly disfigured by rusting of the reinforcing rods and disintegration of the concrete covering, and the light poles on the bridge itself were in no better condition. The curbs of the bridge were broken off, and a number had settled. A number of sidewalk sections had settled, cracked and broken, and the paving in the car track area was rough and settled. 40 One gathers from this report that it was even dangerous for traffic to cross this span.

40. Letter, January - , 1940, Binford to Cokkroll. More deterioration was caused by a flood on Aug. 18, 1940, in which waters rose so high that bridge was closed between 2 A.M. and 5 P.M. Times-Dispatch, Aug. 26, 1940.
The opening of bids for the work on Mayo Bridge was announced in the early spring of 1941, with the date of reception set at April 1. Upon the recommendation of the Director of Public Works, Mr. Gamble M. Bowers, it was decided to award the contract for the repaving project to Van Buren Brothers of Richmond. This decision was approved by the Advisory Board at its meeting held April 8. The contract provided for the repaving of the bridge with one course concrete at a cost of $13,607.50. The contract was signed and bond executed shortly thereafter.

For the repaving of the track area upon the bridge, however, the Contractor was obliged to enter into a separate contract with the Virginia Electric and Power Company whose concern this area of the bridge was by arrangement with the City. The latter agreement was formally executed a few days later.

For the task of repaving the tiers of Mayo Bridge, five bidders made offers, the lowest coming from the Masonry Resurfacing Company of Philadelphia which had previously done satisfactory work for the Virginia State Highway Department. Mr. Harris, Chief of the Bureau of Streets, Department of Public Works, recommended acceptance of their bid at a rate of $86.72 per eight-hour day or fraction thereof, with the Company reserving the right to reduce this amount to $80.72 in the event it was found that the services of the Company's foreman were not needed. This contract was approved by the Advisory Board.

41. Letter, March 27, 1941, Chief Bureau of Streets to Captain A.C. Holt, Traffic Bureau, Dept. of Public Safety; Richmond, House-Lender, March 17, 1941.
42. Letter, April 1, 1941, Chief Bureau of Streets to Mr. J.C. Newman, Sup't. of Transportation, VEPCC; Harris to Kempp, 4/8/41.
at its meeting on July 11, 1941, and the contract and bond in amount of $2,500 were executed within a few days.44

At first it appeared that it would prove necessary to close the bridge entirely while the repairs upon the roadway were in progress. Ultimately, though, it was decided that it would be possible to work upon one-half of the bridge at a time, thus allowing one-way traffic to proceed across the bridge even while the repairs were underway. Nevertheless, a considerable portion of the traffic which used this route across the James would obviously have to be routed elsewhere. This meant that there would be a temporary increase in traffic across the Ninth Street and Robert E. Lee Bridges, with the latter being the most logical choice, as Ninth Street Bridge was an old two-lane structure which would be hard-pressed to accommodate even a slight increase in the normal traffic crossing it. Consequently, an arrangement was made with Richmond Bridge Corporation, proprietors of Robert E. Lee Bridge, whereby automobiles and other conveyances bearing City of Richmond license plates would be permitted to cross this span toll free during the period of construction on Mayo Bridge. The same provision was made in respect to pedestrians.

In order to route traffic away from the bridge, signs were first distributed at vital intersections in South Richmond, as

44. Letter, Mr. Harris to Masonry Resurfacing Co., July 11, 1941.
45. See Richmond News-Leader, April 4, 1941. Two-way traffic by trolleys continued throughout the period of repairs.
it was the northbound lane of traffic which was worked upon first. These were placed at the following points:

- Hull Street at 2nd Street
- Hull Street at Brandon Street
- Hull Street at 4th Street
- Hull Street at 7th Street
- Hull Street at Cowardin Avenue
- Jefferson Davis Parkway between Stockton Street and Decatur Street
- Cowardin Avenue at Samson

These signs were worded

14th Street Bridge Closed to North-Bound Traffic

and when the southbound lane was later closed to traffic, the same signs were used except that the word "south" was painted over with "north". The signs which were later put up to divert south-bound traffic were placed at

- 14th Street south of Dock Street (South)
- 14th Street south of North Dock Street
- 14th Street at Hill Street
- 9th Street at Canal Street

Presumably, additional signs were erected elsewhere to detour U.S. Route Number 390 from 7th and Hull Streets to Mill and 14th Streets through 7th Street, 9th Street Bridge and 9th Street and Canal at Hill Street. Of course, there were the usual newspaper articles and radio broadcasts informing the public of the route changes.

The bridge was closed to northbound traffic on the morning of April 3, 1941, and Robert E. Lee Bridge was accordingly opened.

46. Letter, April 4, 1941, J.P. Abney to Mr. McCarthy.
47. Letter, March 27, 1941, Chief Bureau of Streets to Captain L.C. Holt, Dep't. of Public Safety.
48. Ibid.
free of toll to all cars and trucks bearing City of Richmond license tags at 9:06 A.M. 49 The first order of procedure was for the track force of Virginia Electric and Power Company to repave the track area on the east or northbound side of the bridge as soon as possible. To accomplish this the Company operated two shifts daily as soon as the repaving was begun: a day crew from 7:00 A.M. to 4:30 P.M., and a night crew from 10:30 P.M. to 7:00 A.M. 50 As soon as the VSPCO crews had completed their task, those of Van Doren Brothers were to begin resurfacing the remainder of the northbound lane as soon as possible.

The VSPCO crews completed their work upon the eastern portion of Mayo Bridge track area by Wednesday, April 17, whereupon those of Van Doren Brothers immediately took up their task of repaving the roadway. In order for the former to accomplish their objective as soon as possible, it had become necessary to add an additional force in order to have twenty-four hours of continuous work daily. 51 By May 10, traffic was permitted to flow in both directions temporarily as work upon the eastern portion of Mayo Bridge had been completed and preparations were underway to begin resurfacing the second half of the bridge. But, at midnight the following day southbound traffic was cut off so that repaving of the western side might proceed. 52

49. Letter, April 3, 1941, Chalkley DuVal to C.H. Bowens.
50. Letter, April 7, 1941, Asbury to Harris.
51. Memorandum of proceedings at press conference, April 12, 1941, by A. Mason Harris; Annual Report, 1941, p. 78.
52. Richmond Times-Dispatch, May 10, 1941.
The same procedure was followed in repaving the west lane as in the case of the east lane; first the V850 forces, then those of Van Doren Brothers. By June 10, 1941, the task of resurfacing Mayo Bridge had been completed and all detour signs removed. Traffic again moved in both directions and tolls were charged again for all vehicles crossing Robert E. Lee Bridge.53 The work of resurfacing the bridge had been completed ahead of schedule by about ten days.

We might mention, in passing, that while this was going on, the Department of Public Utilities took advantage of the situation to rearrange the lighting system on Fourteenth Street Bridge. New lights were installed upon the existing poles, which had been resurfaced, but the source of current was altered from the existing underground conduits to overhead wires.54

So much for the chronology of the resurfacing operation. Now let us go into the matter in more detail to see specifically what was done. The following excerpts from a report by Mr. J. P. Asbury, Construction Engineer, Bureau of Streets, is worthy of note. To remedy the poor condition of the bridge, his report declares,

The cement-grouted ballast track base method of construction was selected because it involved no [sic] interruption to traffic and is reasonable in cost. The design called for a 10-in. grouted slab, 5 in. of which extended below the ties, and 5 in. up to within one in. of the top of the ties. Width of the grouted slab, for the two tracks, is 18 ft. Over the grouted slab, &c.

53. Letter, June 5, 1941, A.M. Harris to Mr. Asbury; Annual Report, 1941, p. 78.
54. Letter, April 10, 1941, C.M. Bowes to A. M. Harris.
the entire surface of the bridge was placed an 8-in. concrete pavement [which replaced the previous granite block paving]. A 3-in. sand cushion between the ballast and the concrete slab helps deaden noise caused by street cars passing over the rails.

Construction procedure was as follows:

One half of the street surface and one car track was processed at a time. Street car traffic on the track under construction was not interrupted. Motor traffic was diverted....

Track laborers excavated the old ballast and replaced it with 10-in. of new, clean crushed granite grading from one (1) in. to 2 ½ in. This ballast was tamped into place...with compressed air tampers. When the track was properly aligned, grout transported by wheel barrow from a one-bag mixer on the site, was poured into the ballast.

The grout mix used was 250 lb. of sand and 13 gal. of water, including 3 gal. carried in sand, to one sack of cement. Total cost of B&A grouting per linear foot of single track was $0.32.

This does not include the cost of removing the old pavement and placing and tamping new ballast. The entire job required 1,180 tons of stone, 2,550 sacks of cement, and 350 tons of sand....

The officials of the Virginia Electric and Power Co. and the City of Richmond are very well satisfied with the results obtained by grouting the ballast of the track on Mayo Bridge....

J. C. Newman, Manager of Transportation, (VESPo) and E. O. Pleasants, assistant maintenance of way engineer, were in charge of construction. R. C. Harpgrave, roadmaster of the Richmond division, was superintendent. All street improvement under A. Mason Harris, Chief Bureau of Streets, Richmond, Va. 55

A further innovation was to narrow the roadway from its 44 foot width to 45 feet 6 inches in order to give a 5-inch bearing for the new concrete curb to rest on the old base. 56 This rendered the roadway a little narrow by present day standards, but not so much as to be of any significance.

55. J. P. Asbury, Construction Engineer, Bureau of Streets, Cement Grouted Sub-Ballast Track Project Mayo Bridge, pp. 1-5. Ballast, in this sense, is crushed granite rock laid between the base of the bridge and the concrete pavement. Grout is a loose cement mixture poured over the ballast, thus filling all spaces between the crushed rock particles, forming in this manner a firm and solid base for the pavement which is placed over this mixture when it hardens, with an intervening cushion of sand, two inches thick, to deaden noise.

56. Annual Report, 1941, p. 78.
The work of resurfacing the piers of the bridge by guniting was done during the months of July, August and September, by joint forces of the contractor and City. The greatest amount of work was done on the piers between high and low water marks. Consequently, satisfactory work could be done only at low tide. 57

The total cost of these extensive repairs to the Virginia Electric and Power Company was approximately $3,032, of which $2,454.20 was for cement. 58 The City received considerable financial aid in the project from the State Aid Fund. At the rate of $2500 per mile the City received a total of $13,052.79, and at $500 per mile, $16,024.29. When we add to these sums $5516.74 of City funds, the total cost of the project comes to $34,594.44. 59

Following these most extensive improvements, Mayo Bridge was again in safe condition, and there was every reason to believe that it would render a good many years of creditable service to the City. The roadway was again in good condition, as were the piers and abutments and the lighting fixtures. Nor was the cost of the work prohibitive considering the number of years which had elapsed without any major repairs upon the structure.

57. Ibid.
58. Letter, April 11, 1941, A. Mason Harris to J.C. Newman of V&PCO.

No evidence was found of Federal aid though Mayo Bridge lies on U.S. Route Number 360.
In the years that followed 1941, the cost of repairs and maintenance reverted to their old pattern, as was to be expected. Reports for the years 1941 through November 1, 1947 indicate the following expenditures:

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1941</td>
<td>Gunite Piers</td>
<td>$5,516.74</td>
</tr>
<tr>
<td>1942</td>
<td>General Repairs</td>
<td>$28.63</td>
</tr>
<tr>
<td>1943</td>
<td>General Repairs</td>
<td>$37.53</td>
</tr>
<tr>
<td>1944</td>
<td>General Repairs</td>
<td>$51.17</td>
</tr>
<tr>
<td>1945</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>1946</td>
<td>General Repairs</td>
<td>$877.47</td>
</tr>
<tr>
<td>1947</td>
<td>General Repairs to Nov. 1</td>
<td>$158.84</td>
</tr>
</tbody>
</table>

Since this time, there have, of course, been various other minor items of maintenance. More recently, though, one of the major criticisms of the bridge centered about the condition of the approaches on Fourteenth Street, north and south. Through the summer of 1951 these had been of cobble stone paving, which, as might be imagined, was rough and bumpy, rendering driving upon the approaches extremely difficult and uncomfortable. Then Contract Number 2111 with the Atlantic Bitulithic Company, Inc., was executed on June 12, 1951, for the repaving of Broad and Hull Streets, provision was made for the repaving of Fourteenth Street as well. The total cost of this major repaving project will be in excess of $700,000.\(^1\)

\(^{60}\) "Maintenance Costs, etc.," cited. This listing does not include the cost of resurfacing the roadway of Bay Bridge. This is given in the text above.

\(^{61}\) See Contract Number 2111 in Dept. of Public Works file, dated June 12, 1951.
CHAPTER III - NINTH STREET BRIDGE.

As one proceeds to the west along the James as it winds its way through the City, the next bridge which he encounters is the Ninth Street or Free Bridge. Insofar as nomenclature concerns us, we might add that the former has tended to take precedence in the course of nearly eighty years since the bridge was first opened to traffic. The approaches to Ninth Street Bridge lie exactly five blocks to the west of those of Mayo Bridge, and are just as rough and bumpy as those of the latter.

The present structure crossing the James at Ninth Street appears almost exactly as it did when it was constructed in 1871-1873. The steelwork, for the most part, has never been replaced, but the present woodwork is far from representing the original. By the costly process of repair here and repair there, the original woodwork disappeared long ago, and not without considerable expense to the tax payer.

Shortly before the reconstruction of Mayo's Bridge in 1870-1871, a movement for the construction of an additional bridge across the James River began. This movement is said to have originated in the office of one Dr. Weisiger, in Manchester, on February 20, 1869, whereupon the Councils of the two cities took it up and formed a joint commission to take definite action. The
members of this commission were as follows:

For Manchester -  
W. G. Taylor  For Richmond -  
James M. Moody  H. L. Kent  
W. L. Clopton  C. L. Todd  
C. C. McRae  C. T. Davis  
E. Gary  C. W. Allen

Within a short time, this group formally associated itself as the James River Free Bridge Company, and received its charter as such on November 5, 1870, with W. G. Taylor of Manchester as President and C. C. McRae, also of Manchester, as Vice President. It was at this time that the proprietors of Mayo's Bridge offered to sell their structure to the James River Free Bridge Company for $200,000 and, as observed above, their offer was rejected.

The company surveyed four sites, and eventually settled upon that at Ninth Street. The arrangement agreed upon provided that Manchester was to pay for half and Richmond for half of the construction costs which were not to exceed $150,000. In time, the contract for construction was let at $115,000, and the cornerstone was ultimately laid on the Manchester side of the river on May 22, 1871. There was a brief ceremony at the laying of the cornerstone by Grand Master T. F. Owen which included an address by Judge Wellford.

2. Ibid. See page 9 in text, supra.  
3. Ibid. The report of H. Stuart Royer, Consoor, Townsend and Associates, Consulting Engineers, Investigation of the Ninth Street Bridge Across the James River, Richmond, Va., hereinafter cited as Royer Report, declares on p. 4, that bridge was opened to public on May 22, Christian, op. cit., says bridge not opened until June 7, 1873, and we must assume that the latter is more authoritative than that of the engineering firm, who obviously misinterpreted the date of laying of cornerstone as that of the date of opening.  
The author could determine little about the actual construction of the bridge, but Christian does tell us that while the bridge was yet under construction a span fell on February 13, 1873, killing five men. The very same day, a boat used by some of the workmen capsized and two of the men drowned. The bridge was ultimately completed and thrown open to the public free of toll on June 7, 1873.

There was no celebration, except the next day, Sunday, John Jasper, of the Second African Church, immered fifty-five negroes in the mill race at the Richmond end of the bridge. Thousands of people were present and the new structure was taxed to its utmost. This completion marked the establishment of a great highways between the two cities.

The original structure was of pin-connected deck truss spans of the Warren type, and apparently the material used in these trusses and in the floor beams was wrought iron. The bridge then, as now, extended in a more or less southwesterly direction from the intersection of Ninth and Overton Streets, north of the River, to a point on the south bank near the intersection of Seventh Street and Semmes Avenue. In length it is about 2,010 feet, from abutment to abutment. The vehicular roadway, which has never been widened, is twenty-two feet wide between the curbs, flanked by sidewalks on either side of a gross width of four feet six inches, which is reduced to a net width of three feet four inches by the presence of a rolled steel channel guard rail adjacent to the curb.

5. Ibid.
6. Ibid.
8. Royer Report, p. 3.
Though we are not necessarily interested in the technical engineering aspects of Ninth Street Bridge, a somewhat professional and detailed description is not entirely out of place here. Proceeding from south to north there are 32 spans in the bridge. Numbers 1-13, inclusive, are steel trusses about 100 feet long measured center to center of the piers. The floor in these is of oak plank laid transversely to the direction of traffic and supported by longitudinal timber stringers. To reduce wear on the planks there are 4 continuous longitudinal lines of steel checkered plates, so located as to be under the wheels of vehicles traveling in normal position.

Spans 14-25, inclusive, are steel plate guide spans - 50 to 100 ft. - supporting a reinforced concrete roadway slab. Trusses and plate guides bear on stone masonry piers which are founded on rock in the bed of the stream. The nine spans at the north end of the bridge are approximately 14 foot long, center to center of concrete piers, and consist of rolled steel beams supporting a reinforced concrete roadway slab. 9

The thirteen truss spans extend across the principal channel of the river below. The plate grids and beam spars are over low ground on the northern bank which is subject to inundation in time of floods, as it proceeds from north to south the grade line in the truss spans is level and then enters a dip under the viaduct of the Chesapeake and Ohio Railroad James River Branch, after which the grade rises once again to meet the approaches to the bridge on Ninth Street. 10

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9. Ibid. It must be borne in mind that this description of the bridge is of the structure as it stood in 1946 when the Royer Report was submitted. Of course, the bridge then, as now, was essentially of similar appearance as in 1873; but changes had taken place. For example, the steel roadway plates mentioned in the text, above, were not present in the original structure.

10. Ibid., p. 4.
Let us now turn our attention to the changes, alterations, improvements, and so on, which the bridge has undergone in the 70 years since its construction. For the story of Ninth Street Bridge is essentially one of repair upon repair, a factor which has rendered this structure a thorn in the side of the City Government for the past several decades.

Apparently, the earliest significant alterations in the structure came in 1899 when some of the original trusses in the spans were replaced by new ones of steel. The first year of the twentieth century brought major reconstruction of the north end of the bridge as a result of the construction of the Chesapeake and Ohio Company's viaduct that year. And, by 1915, in order to prevent further overloading of the original trusses still in service in the spans between piers 5 and 13, various steps were taken which strengthened the bridge for the time being. One should not overlook the fact that Ninth Street Bridge, as was also true of Mayo's Bridge, was built to accommodate horses, horse-drawn vehicles and pedestrians, not automobiles. And, as the latter came to be used more and more in the early years of this century, the existing bridges were rapidly rendered obsolete. In the case of Mayo's Bridge, as we have seen in the proceeding chapter, the City took firm action in acquiring rights to the old structure and promptly creating a new and modern span, keeping the future development of automobile traffic in mind. No such action was even considered at this time in respect to Ninth Street Bridge, and in the early years of this century we find

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the beginning of the piecemeal repair and reinforcement which has been followed ever since to keep Ninth Street Bridge open to the stresses and strains of ever increasing automobile traffic.

Before continuing the discussion of the costly repairs upon Ninth Street Bridge, and of the fruitless efforts to replace it with a new and modern structure, we must first look into the manner whereby the City of Richmond assumed complete control of the structure from the James River Free Bridge Company which had constructed and operated the bridge. In our discussion of Mayo's Bridge, above, we have seen how the annexation of Manchester by Richmond was a major factor in the acquisition of Mayo's Bridge by the latter city. The same holds true in the case of Ninth Street Bridge.

Accordingly, an ordinance was approved July 12, 1910 which gave the consent of the City of Richmond to the dissolution of the Bridge Company, with directions to the City Attorney to institute all necessary legal/procedures/to take any and all steps which in his judgement were necessary to affect the dissolution of the Company and the transfer to the City of Richmond legal and equitable title to Ninth Street Bridge. The ordinance further provided that the Council's Committee on Streets be invested with the power to manage the structure. The dissolution of the Company and the transfer of all rights to the bridge to the city were accomplished in short order, and a joint resolution of the

Council and Aldermen approved August 13, 1910 directed the City Engineer to take charge of, examine whenever necessary, and keep in proper repair the newly acquired structure across the James. A subsequent ordinance, approved November 21, 1910, authorized by the final consummation of transfer to the City of Richmond/the James River Free Bridge Company of all its property and assets, and directed the City to assume all contracts and obligations of the Company. It also contained provisions for the "care, management and control of the James River Free Bridge" which were essentially a repetition of the statements made in the joint resolution of August 13. Thus, the City now had complete control of both bridges crossing the James River within its corporate limits.

Now the City's headaches really began. Hitherto, the repair of Ninth Street Bridge had been the responsibility of the Bridge Company; now it belonged to the City. We have already seen that automobile traffic was steadily increasing during these years. As in the case of Mayo's Bridge, this resulted in heavier and heavier weight loads crossing Ninth Street Bridge as well as a vast increase in vibrations which, without considerable maintenance, would rapidly cause the collapse of a structure such as this whose original purpose had been to accommodate more ancient means of conveyance. The result was that more and more extensive repairs were necessitated as the wear and tear on the bridge increased.

The obvious outcome of this distressing situation was a joint
resolution approved March 4, 1914 which declared, in part, that
Whereas, the immediate reconstruction of the James River Free
Bridge is necessary and imperative, ...Therefore, Be it resol-
ved by the Council of the City of Richmond, the Common Council
concurring, That the following sums be, and are hereby, appro-
priated; for Reconstruction of James River Bridge, $30,000.00... 14
This constitutes the first, but by no means the last, extensive
expenditure for repairs and improvement of Ninth Street Bridge.

The following year, 1915, there were more repairs. Eight
spans of Ninth Street Bridge were replaced entirely by a new
steel truss bridge. In addition, the entire bridge was gone over,
and all unsound floor joints and flooring replaced. The general
purpose in this year was to make only such expenditures as would
render the bridge temporarily safe, for City engineer was of the
opinion that it would be necessary to replace this structure,
within a few years, "with one larger and of modern design, to
meet the demands of increased loads of traffic." 15

Apparently, there were no significant repairs in 1916, and
during the following year only necessary repairs were made, since
the idea still existed that Ninth Street Bridge would have to be
replaced in its entirety within a very few years. Yet, even the
most important and necessary repairs resulted in a total expon-
diture of over $9,000 for 1917. This work included painting, re-
moval of nearly all of the old, decayed joints and flooring. 16

It must not be overlooked that Ninth Street Bridge is essentially a steel structure, with a large amount of the metal exposed to the elements; far more than in Mayo Bridge of Robert J. Lee Bridge, for example. The result, quite naturally, is that painting alone involves a far greater disbursement upon Ninth Street Bridge than is true in the case of any of the other spans.

In October, 1917, a joint resolution authorized the expenditure of $6,000 for repairs and painting of Ninth Street Bridge, and total funds spent upon this structure in that year amounted to $9,312.38. 17

Repairs in 1918 consumed well over $5000 of the taxpayers' money, and Director of Public Works, Charles Bolling, felt compelled to declare in his Annual Report that

the largest amount expended for repairs was upon the Free Bridge over James River, and these demands for maintenance will occur annually, until this bridge is replaced by a modern bridge designed to meet the traffic of these days. The present bridge was built nearly fifty years ago, and is out of date. Traffic demands of today are of an entirely different character from those of fifty years ago - very much heavier vehicles and loads; very much greater speed; very great increase in number - so that conditions are entirely changed, and until we can find the means of replacing this bridge with a structure of design to meet modern requirements, we can only continue to expend money each year for the upkeep and maintenance of the same. 18

But the new structure of which Bolling wrote was not readily forthcoming, and great expenditures for annual repairs to keep Ninth Street Bridge open to increasingly heavy traffic continued.

There is little to be gained by discussing in detail the individual expenditures year by year during the immediate post-war period and the 'twenties. The following composite table indicating the major repairs and costs for each year from 1917 through 1928 will indicate quite clearly the tremendous drain that Ninth Street Bridge created upon the City treasury during this period.

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1917</td>
<td>General repairs and painting</td>
<td>$9,312.32</td>
</tr>
<tr>
<td>1918</td>
<td>General repairs</td>
<td>5,579.02</td>
</tr>
<tr>
<td>1919</td>
<td>General repairs</td>
<td>13,135.92</td>
</tr>
<tr>
<td>1920</td>
<td>General repairs</td>
<td>14,726.36</td>
</tr>
<tr>
<td>1921</td>
<td>Repairs to floor, etc.</td>
<td>8,414.09</td>
</tr>
<tr>
<td>1922</td>
<td>General maintenance</td>
<td>105.07</td>
</tr>
<tr>
<td>1923</td>
<td>Repair auto damage, lumber, etc.</td>
<td>393.42</td>
</tr>
<tr>
<td>1924</td>
<td>Replace 400' flooring, paint, etc.</td>
<td>13,132.03</td>
</tr>
<tr>
<td>1925</td>
<td>Replace 500' flooring, steel plates</td>
<td>11,032.02</td>
</tr>
<tr>
<td>1926</td>
<td>Repairs to flooring, guite piers, etc.</td>
<td>4,907.03</td>
</tr>
<tr>
<td>1927</td>
<td>Replace 400' flooring, steel plates, etc.</td>
<td>23,178.38</td>
</tr>
<tr>
<td>1928</td>
<td>Replace 400' flooring, etc.</td>
<td>11,837.49</td>
</tr>
</tbody>
</table>

Thus, the greatest expenditures during these years were for completely replacing the wooden flooring of the bridge (over 1700 linear feet) between 1924 and 1928. 20 A significant addition toward the reduction of destructive vibrations upon Ninth Street

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19. The table in text above is a composite of data taken from a number of sources, which are as follows: Annual Report, 1917, p.9; 1919, p. 12; 1920, pp. 7-8; 1921, p. 65; 1922, pp. 40, 61; 1923, pp. 9-10; 1923, p. 13; 1924, p.49; 1925, p. 41; 1926, p. 40; 1927, p. 64; 1928, p. 88. The amounts of total expenditures for all years except 1919, 1927 and 1928 were taken from "Statement," n.d., cited. The figures for these three years did not correspond with those in the Annual Report and, accordingly, totals listed in the latter were interpolated in the table. Otherwise, totals given in the Annual Report and in the "Statement" agree, where the Annual Report gave no total annual expenditure, that of the "Statement" was taken as authoritative.

20. Annual Reports, 1924 through 1928 contain more thorough details.
Bridge was begun in 1924. This was the installation of four parallel lines of steel plates, each twenty-four inches wide and 3/8 inch thick, so spaced that one line of steel plate would always be under the wheels of vehicles traversing the bridge. Not only did these plates reduce vibration considerably, but it was also held, quite logically, that they would yield a tremendous increase in the useful life of the wooden decking. Several hundred feet of these plates were laid in 1924, with a strong recommendation by the Director of Public Works, R. Keith Compton, that they be laid down upon the remainder of the bridge.\(^{21}\) By the end of 1925, these plates extended for 1200 linear feet, and in 1927 an additional 400 feet were installed at the south end of the bridge.\(^{22}\) Another necessary and important item of repair was the reinforcing of four spans at the south end by the Atlantic Bridge Company of Greensboro, North Carolina, in 1927, at a cost of $10,214.35, which rendered this section of the bridge safe under the ever increasing strain of heavy traffic.\(^{23}\) Of course, throughout this period there was the usual painting and other minor repairs.

Of course, these improvements during the 'twenties were significant, and they tended to render the bridge far more suitable to the demands of modern traffic. But, in spite of this the feel-
Ninth Street Bridge - From the Southeast

Ninth Street Bridge Roadway - Looking North
Note Four Rows of Steel Plates
ings of the Department of Public Works in respect to this bridge in 1928 must surely have corresponded with the statement of the Director of Public Works in 1919, in which he said, in part, that it is much to be desired that a larger and better bridge could be built on this site, such an one as would meet present demands and save the high cost of annual upkeep, as our city is so rapidly growing on both sides of the river. 24

Or again, in 1920, that this bridge is such an important artery of communication between North and South Richmond, it has to be kept up in a safe condition and will require a considerable outlay.... 25

All of which added up to this: a new bridge was needed but was nowhere in sight within the very near future.

By breaking down these annual expenditures, we are better able to understand the large number of problems involved in keeping a major bridge of this particular type in operation from year to year for the casual or undiscerning use of the citizen who daily rides or walks across it. Two good examples are provided by the years 1929 and 1930, and itemized lists of expenditures for these two years are listed in the table on the following page. It will be noted that the major disbursements in 1929, as in the years before and after, were for repairs to the deck and sidewalks, but such items as repair of auto damage, electric current, bracing of beams, oiling and tightening wedges, and so on, should not be overlooked, for they recur annually, and in

### EXPENDITURES (PARTIAL) FOR NINTH STREET BRIDGES

#### 1930

<table>
<thead>
<tr>
<th>Firm/Worker</th>
<th>Item Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. B. Dunford</td>
<td>Repairs to steps at North end</td>
<td>$50.00</td>
</tr>
<tr>
<td></td>
<td>Removing logs east high water</td>
<td>$145.41</td>
</tr>
<tr>
<td></td>
<td>Removing deck and sidewalk</td>
<td>$1,116.06</td>
</tr>
<tr>
<td></td>
<td>Repairing fence auto wreck</td>
<td>$86.80</td>
</tr>
<tr>
<td></td>
<td>Use of wrecking car</td>
<td>$70.00</td>
</tr>
<tr>
<td>Cruickshanks Iron Works</td>
<td>Electric Signs</td>
<td>$144.47</td>
</tr>
<tr>
<td>J. H. McLaughlan</td>
<td>Traffic warning signs</td>
<td>$17.00</td>
</tr>
<tr>
<td>Richmond Auto Service</td>
<td>Installing electric signs</td>
<td>$190.28</td>
</tr>
<tr>
<td>General Electric Co</td>
<td>Electric current (signs and stove)</td>
<td>$36.07</td>
</tr>
<tr>
<td>Richmond Sign Co</td>
<td>Morris Hunter</td>
<td>V2 &amp; P Co</td>
</tr>
</tbody>
</table>

#### 1931

<table>
<thead>
<tr>
<th>Firm/Worker</th>
<th>Item Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. B. Dunford</td>
<td>Placing posts under bridge at various locations</td>
<td>$134.29</td>
</tr>
<tr>
<td></td>
<td>Cleaning rust from members</td>
<td>$110.70</td>
</tr>
<tr>
<td></td>
<td>Bracing beams</td>
<td>$93.41</td>
</tr>
<tr>
<td></td>
<td>Cleaning members for inspection also painting after inspection</td>
<td>$230.41</td>
</tr>
<tr>
<td></td>
<td>Cleaning driftwood (high water)</td>
<td>$42.42</td>
</tr>
<tr>
<td></td>
<td>Removing sign from C&amp;O</td>
<td>$5.35</td>
</tr>
<tr>
<td></td>
<td>Cleaning and oiling bearing also tightening wedges</td>
<td>$55.25</td>
</tr>
<tr>
<td></td>
<td>Assisting C.L. Grover</td>
<td>$3.20</td>
</tr>
<tr>
<td></td>
<td>Repairing fencing</td>
<td>$33.85</td>
</tr>
<tr>
<td>Various firms</td>
<td>Light globes and lanterns</td>
<td>$61.07</td>
</tr>
<tr>
<td>D. P. U.</td>
<td>Maintenance electric signs</td>
<td>$25.63</td>
</tr>
<tr>
<td>Morris Hunter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Massey Builders</td>
<td>Calcium Chloride</td>
<td>$38.30</td>
</tr>
<tr>
<td>V2 &amp; P Co</td>
<td>Electric current</td>
<td>$24.80</td>
</tr>
<tr>
<td>Black and Dexter</td>
<td>Repairs to loadwater</td>
<td>$80.20</td>
</tr>
<tr>
<td>J. H. McLaughlan</td>
<td>Repairs to fence</td>
<td>$49.90</td>
</tr>
</tbody>
</table>

**Note:**
- Quoted from statement in Miscellaneous File, 9th Street Bridge, D. P. W., n.d. This list covers expenditures to November 29, 1930, and does not include disbursements under the appropriation of November 29, 1930.
the course of several years such apparently trivial expenses add up to a staggering amount. Yet, they are indispensable to the efficient daily functioning of this particular structure. It should be kept in mind, furthermore, that the disturbances listed on the preceding page are not complete, such items as watchmen’s salaries and the like being omitted.

The year 1929 is also worthy of note in that the amber caution signals which still warn drivers of danger in crossing Ninth Street Bridge were installed at that time, as indicated in the table on the preceding page. These were installed on both ends of the bridge and under a caution sign on the wooden fence of the Chesapeake and Ohio Railroad Viaduct crossing over Ninth Street Bridge. These caution flashers had been direly needed inasmuch as “Practically every day there...[were] traffic jams due to stalling cars, breakdowns and other mishaps...” including collisions and so on. 26

By the summer of 1930, however, the Ninth Street Bridge was in a miserable state, to say the least. Upon completing an inspection of it during July of that year, the Inspector of Bridges wrote Colonel R. Keith Compton, Director of Public Works, saying in part:

I do say honestly that in all my experience I have never inspected a bridge which I believed was in a worse condition than 9th Street Bridge...From time of Mr. Grover’s inspection until the time the bridge was closed [for repairs], I inspected 9th Street Bridge twice weekly and am familiar with every bad point on the bridge. I am thoroughly convinced that the above bridge is in a very weak condition at a good many places, and that it is unsafe for traffic. 27

The Inspector estimated that $25,000–30,000 would not be enough for the necessary repairs since many buckle plates needed mending, and the latter amount would cover but four of the five needed repair. 28

Nevertheless, no general renewal of the floor was undertaken at this time, as evidenced by the itemized table, as the question of completely rebuilding the bridge was at last before the City Council, as we shall see below. Some minor repairs were made to the wooden deck, hand-rail, and so on, and various members of the steel trusses were scraped and painted whenever necessary. In order to accomplish even these minor repairs, the bridge was closed to all traffic at midnight June thirteenth, 1930. But, as long as the question of constructing a new bridge was before the City Council, Department of Public Works had no authority to make extensive repairs on the old structure until November 29 when an appropriation of $50,000 was made for large scale reconditioning in lieu of erecting a new span. 29

In the meantime, presumably as a result of continuous agitation on the part of the Director of Public Works and of the increasingly apparent need for a new span, the City Council and Board of Aldermen enacted a joint resolution, approved January 18, 1929, which appropriated the sum of $10,000 for the purpose of making surveys, plans and specifications in connection with the contemplated erection of a new bridge across James River at or near the site of the present Ninth Street Bridge. 30

28. Ibid.
This sum was to be placed to the credit of the Department of Public Works, and was to be expended under the "direction and supervision" of the Director of the Department. The funds were obtained through the negotiation of a temporary loan by the Committee on Streets, which was to be liquidated within twelve months of the issuance of the said loan from the proceeds of a future issue of municipal bonds or in some other manner which Council should provide in the future. 31

The investigation authorized by this resolution was subsequently carried out by the Department of Public Works in conjunction with The J. E. Greiner Company, Consulting Engineers, and a general plan for the construction of such a span was prepared, submitted to and approved by the Committee on Streets in June, 1929. 32 Therefore, a subsequent ordinance, approved August 18, 1930, gave the formal sanction of the entire City Council to the prior approval of the plans submitted by Department of Public Works and Greiner Company. These plans and specifications called for the erection of an entirely new structure at the site of the existing Ninth Street Bridge. The new span was to be of reinforced concrete construction, with two six foot sidewalks, water, gas and conduit lines, and was to provide for four-lane traffic. It would be "properly paved and adequately lighted." 33

31. Ibid.
33. Ibid., pp. 546-7.
But, these ambitious plans all came to nought. Within three months after the above ordinance went into effect it was scrapped in favor of extensive repairs to the existing structure, which culminated in the huge appropriation of November 29, 1930, to which we gave reference above. The author was unable to locate any specific statements as to just why the plans for a new and modern, indeed futuristic, structure were abruptly dropped. Two possible causes appear to hold some logic, however. The first would appear to be the collapse of the New York Stock Market in November, 1929, which rendered the floating of loans to finance such a venture virtually out of the question at that time. This, as we shall see, was a definite factor in the delay in construction of Robert E. Lee Bridge, which was under consideration just prior to those days. Another contributing factor may possibly have been political considerations and personal interests, into which we need not delve. Suffice it to say that in November, 1929, all hopes for a new structure at Ninth Street exploded in the faces of its proponents, and it was obvious that there was little hope for the future.

There followed a series of joint resolutions appropriating funds for the extensive repair and reinforcement of Ninth Street Bridge. These were as follows: joint resolution, approved November 29, 1930, $50,000; joint resolution, approved January 16, 1931, $20,000. 34

34. See texts of these joint resolutions in Ordinances, 1930-1931, p. 60 and pp. 139-40, respectively.
These funds were placed to the credit account of the Department of Public Works for the explicit purpose of repairing Ninth Street Bridge and were, of course, independent of additional appropriations for maintenance of Mayo's Bridge. The funds were to be obtained by the negotiation of temporary loans for which certificates of indebtedness would be issued, with the provision that said indebtedness be liquidated within twelve months after the date of the loan. Ultimately, City Council authorized the liquidation of the debt, a total of $70,000, out of the 5% reserve fund erected under section 12-a of the Charter of the City of Richmond. The certificates of indebtedness were to have matured March 18, 1931; the joint resolution authorizing this disbursement was approved May 15 of that year.

The repairs which followed the Grover Report of April 14, the report of the Inspector of Bridges of July 25, both in 1930, and the appropriations discussed above, were the most extensive to which Ninth Street Bridge had been subjected in its long lifetime. The best account of just what took place comes from the Annual Report of the Director of Public Works, 1931. In this, Director A. Keith Compton describes the work as follows:

With the decision and appropriations thus made by Council towards repairs, this Department, on December 13, 1930, awarded to the Atlantic Bridge Company, of Greensboro, N. C., a contract on force account basis for the following work:
(1) Removal of spall paving and construction of new reinforced concrete deck of 710 feet of bridge at the north end. This involved the complete replacement of ninety-five and the stiffening and reinforcement of approximately twenty-five steel...
cross-beams supporting the floor system and the lowering of grade on north end of north truss span to conform with grade of concrete deck. In addition, a great many of the main girders, which were found to be in weakened condition, were reinforced by the addition of angle and plate stiffeners. Several of the concrete and stone piers in this section were also repaired.

(2) Construction of 4,000 linear feet of steel guard rail, 28 inches high, on each side of the roadway for the entire length of the bridge.

(3) Repairs to badly worn iron picket handrail.

There was expended on items 1, 2 and 3, together with miscellaneous repairs, $39,000.00.

On January 19, 1931, following the second appropriation made, the Atlantic Bridge Company's contract was extended so as to include the repairs necessary in strengthening five 100-foot steel truss spans at the extreme south end of the bridge. This work included replacement of the existing bottom chord bars, first diagonal bars, fourteen of the main piers in each span, all defective and connections on bottom struts, and new structural heads at lower end of the diagonals connecting at middle posts for the fixed sum of $18,500.00, or a total paid to the Atlantic Bridge Company of $47,300.00.

The city, through its own forces, made the following repairs, concurrently with the work of the Atlantic Bridge Company: Removal of 500 linear feet of wooden deck construction over the middle portion of the truss section, scraping, red-leading and painting with one coat of asphaltic paint all metal parts throughout the entire structure at a total cost of $2,861.81. With the major portions of the repair work completed, the bridge was reopened to traffic on May 18, 1931, without lifting its restrictions as to speed or capacity, namely fifteen miles per hour and 15,000 pounds for each vehicle.

When the Ninth Street Bridge was reopened to traffic on Monday morning, May 18, 1931, after having been closed for eleven months, it was in far better condition than previously. Painting, which had begun during the period that it was closed to traffic, was continued after the reopening of the bridge to the public, and responsibility for maintenance of the structure was to continue in the hands of the Bureau of Sewers and Structures, Department of Public Works.

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In 1932, the 400 foot south end timber section was found to be badly in need of replacement. Accordingly, work upon this section was performed, but with a minimum of interference to traffic. In addition, work was instituted upon replacing of 400 foot section of woodwork at the north end of the span, this work being 60% completed by the end of the year. All lumber was furnished through the Transit Lumber Company; the repair work was done by Mr. A. B. Dunford, a local contractor, under an arrangement with the City calling for cost plus 12% on labor.39

Even prior to the repairs of 1931-32, the necessity of keeping down the speed of vehicles using the bridge was stressed, for the greater the speed the greater the wear and tear upon the bridge. Furthermore, great speed at times when the bridge was wet often resulted in the skidding of autos with resultant bumping and ramming of various parts of the bridge. Consequently, the watchman, Mr. Northington, was instructed to enforce rigidly the determined speed limit of 15 mph when wet and 20 mph when dry. He was further instructed to enforce the posted maximum weight limit of 15,000 pounds, for greater weights would place more stress upon the bridge.

39. Annual Report, 1932, p. 46. During the prolonged dry spell of 1932, the two watchmen on Ninth Street Bridge were kept busy extinguishing many small fires caused by carelessly thrown cigarettes lodging in cracks of the wooden docking, for the most part. All were discovered and extinguished before any serious damage was done. Ibid. The redecking was completed in 1933. See Annual Report, 1933, p. 47, for details. Contemporary newspaper articles are also useful in providing additional details of the repair proceedings of this period.
than it could safely bear, and would, therefore, greatly shorten its useful life. During 1932 alone, of all trucks stopped and weighed 192 were found to be overloaded and were summoned into court. Of these, 182 were fined a total of $1,012. The problem of enforcing the weight limit was to recur continuously during the following years, and was further complicated by out-of-state trucks which repeatedly crossed or attempted to cross the bridge while loaded in excess of the posted limit. As an additional safety measure, it was decided at about this time to place signs at either approach to the bridge reading as follows:

WARNING
BRIDGE AHEAD
SPEED LIMIT, 15 MILES PER HOUR
(EXCESS PROHIBITED)
BY ORDER - POLICE DEPARTMENT

It is not within the scope of these pages to discuss the year by year repairs and problems of maintenance during the 'thirties. The list which follows will suffice to indicate the high cost of maintenance of Ninth Street Bridge between 1928 and 1938, inclusive. This list is a combination of two reports contained in the Miscellaneous file on Ninth Street Bridge in the Central File Office, Department of Public Works. One is a statement of disbursements between 1928 and 1938; the other an account of expenses from 1932 through 1936. The latter report has been incorporated in the following list because it gives, in

40. Letter, May 10, 1931, Mr. Cockrell to Mr. Northington.
41. Annual Report, 1932, p. 46.
42. Letter, May 31, 1931, G. H. Bowes to various persons.
addition to the amount spent, a brief statement as to the major
sources of disbursement and of the sources of these revenues.

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1928</td>
<td>Replace 400 feet of floor, etc.</td>
<td>$11,367.49</td>
</tr>
<tr>
<td>1929</td>
<td>Various repairs - electric caution lamps</td>
<td>$3,070.65</td>
</tr>
<tr>
<td>1930</td>
<td>Various minor repairs</td>
<td>$4,308.34</td>
</tr>
<tr>
<td>1931</td>
<td>(See text above)</td>
<td>$76,181.59</td>
</tr>
<tr>
<td>1932</td>
<td>From City Budget</td>
<td>$10,743.00</td>
</tr>
<tr>
<td></td>
<td>60% completion of 600 ft. of wood deck and watchman's salary.</td>
<td></td>
</tr>
<tr>
<td>1933</td>
<td>From City Budget</td>
<td>$9,753.22</td>
</tr>
<tr>
<td></td>
<td>Completion of 600 ft. of wood deck and watchman's salary.</td>
<td></td>
</tr>
<tr>
<td>1934</td>
<td>From City Budget</td>
<td>$3,972.15</td>
</tr>
<tr>
<td></td>
<td>General Repairs and watchman's salary.</td>
<td></td>
</tr>
<tr>
<td>1935</td>
<td>From City Budget</td>
<td>$3,437.59</td>
</tr>
<tr>
<td></td>
<td>From U.S. Government</td>
<td>$16,905.06</td>
</tr>
<tr>
<td></td>
<td>From City Funds (Sponsors and co-contributors)</td>
<td>$3,366.00</td>
</tr>
<tr>
<td></td>
<td>scrapping and painting entire bridge and redecking 500 ft.</td>
<td>$22,005.25</td>
</tr>
<tr>
<td>1936</td>
<td>From City Budget</td>
<td>$1,985.29</td>
</tr>
<tr>
<td></td>
<td>From U.S. Government</td>
<td>$16,952.70</td>
</tr>
<tr>
<td></td>
<td>From City Funds (Sponsors and co-contributors)</td>
<td>$5,266.02</td>
</tr>
<tr>
<td></td>
<td>completion of painting and decking</td>
<td>$23,114.11</td>
</tr>
<tr>
<td>1937</td>
<td>Various repairs</td>
<td>$2,564.35</td>
</tr>
<tr>
<td>1938</td>
<td>Various repairs</td>
<td>$2,577.71</td>
</tr>
</tbody>
</table>

Thus we see that the major repairs to Ninth Street Bridge
occurred during the years 1931-32 and 1935-36, the latter with
considerable aid from the Federal Government, a fine example of
city-federal government co-operation, a trend which developed in-

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43. "Overall Expenditures on 9th Street Bridge 1933-1938, Inclusive," n.d., and "Report - May 17, 1938 - Statement of Money Spent 1932-1936 Incl. on 9th Street Bridge," Both in Misc. Files, Ninth Street Bridge, D.P.L. The total given in the former for 1930 did not correspond with that shown in the Annual Report, 1930, p. 53, hence the latter was inserted above as being more authoritative and consistent with the sources used here.
creasingly during the early years of the New Deal. By 1938, then, the bridge was in pretty good shape; it was not expected to need further major reconditioning before the spring of 1939. 44

In 1938 serious considerations were again given to the possibility of constructing a new high or low level bridge across the James River to replace the existing structure. It was then estimated that the cost of such a span would be in the neighborhood of one and one-half million dollars; if the bridge were of high level design and of reinforced concrete construction; a low level span would cost approximately 10% less. A steel structure, it was held, would cost even less, but was not considered as the cost of upkeep for such a structure, as we have already seen, would be far greater than that for a reinforced concrete bridge. 45

On August 11, 1938 a joint resolution was approved which directed the Mayor to

execute and file application with the Federal Emergency Administra-
tion of Public Works for a grant of $450,000 to aid in finan-
cing the construction of a new bridge across James River to re-
place the existing Ninth Street Bridge and for which construction
the Council appropriated a sum of $550,000. The grant application
was filed with P. W. A. on August 12, 1938. The sum of $15,000
was appropriated by Council by joint resolution approved August
29, 1938 for the preparation of detailed plans. The firm of Harr-
rington and Coldtley, Kansas City, Missouri, was employed by
this Department for this purpose. Detailed plans and specifications
have been prepared but as of this date, approval has not been re-
ceived from P. W. A.

Our 1938 budget included $15,000 for the replacement of two
500-foot sections of the wood deck scheduled for replacement in
1939. As application had been filed with P. W. A. for grant to re-
place this bridge, it was deemed wise to withhold the replacement
of the deck at this time. Very close watch, however, was kept on
the bridge decking and timbers in immediate need of replacement
were repaired. Unless P. W. A. approval is received before summer
it will be necessary to replace two sections in 1939. 46

45. Letter, July 6, 1933, James Bolton to G. M. Bowers.
In the summer of 1939, test pits were dug about Ninth Street to locate the bottom of footings for any new bridge which might be undertaken, this work being done by the Department of Public Works. The digging of test pits was completed in August, 1939.47

In the meantime, during the fall of 1939, the bridge was redocked again. This work had been contemplated during the summer of 1938, but had been put off pending receipt of a P. W. A. program for a new bridge, as indicated above. But, when the loan was not readily approved, the City decided that a new structure would not under any circumstances be built for some time, and went ahead with the work of redocking in 1939.48

This work, in 1939, consisted of the renewal of two 400-foot sections of the wooden deck at a total cost of $13,091.93. To facilitate this work, Ninth Street Bridge had to be closed to traffic on August 7. During the period that the bridge was under repair traffic was re-routed over Robert E. Lee Bridge and Mayo Bridge, and provision was made for the free passage over the former for all conveyances bearing City of Richmond license plates. The bridge was reopened to the public on August 28, at 5:30 P.M.

In addition to the woodwork, which was done by the forces of A.D. Dunford, Contractor, and of the City, all steelwork needing repair or replacement was taken care of by Richmond Structural Steel Company.49

47. Letter, July 7, 1939, Bolton to Cockrell.
By November, 1939, the Department of Public Works had detailed construction plans for a new high level bridge to replace the existing one over the James River at Ninth Street. According to these specifications, it was to be of reinforced concrete construction and of adequate width to accommodate four-lane traffic. A proposal for the actual construction of such a span was submitted in the form of a resolution to the Committee on Finance of the City Council late in 1940 by O. N. Bowers, Director of Public Works, with his recommendation for approval.\(^50\) As in 1938, repair and maintenance was being kept at a minimum because of the considerations of a new bridge prevalent at that time.\(^51\)

By the end of 1940, though, the bridge was taking a beating from heavy traffic traveling at high speeds.\(^52\) In its overall condition the bridge was still doing quite well, everything considered, but the stresses and strains of traffic were slowly but surely beginning to toll. Many steps were taken to reinforce the weight and speed limits, but there were still a large number of violations which all tended to contribute to the more rapid deterioration of the flooring which was scheduled for replacement again in 1941. Nevertheless, the overall condition of the bridge was comparatively good. The City was then getting from six to seven years of use out of the wooden decking, whereas its previous life had been about four years. The bridge was repaired

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\(^50\) Letter, Nov. 16, 1940, Bowers to Committee.

\(^51\) Annual Report, 1940, p. 83.

\(^52\) Letter, Dec. 24, 1940, Bolton to Bowers.
and strengthened in several places during the summer of 1940. The
guard rail, in service for a number of years, was battered by
colliding automobiles and badly in need of repair, especially
point, though it was still serviceable.53 A new handrail was
installed in the spring of 1941, with provision made that it be
strong enough to stand the impact of an automobile jumping the
curb and striking it.

But, it was realized by 1941 that a new structure was direc-
ly needed. The existing two-lane span, though in relatively good
condition, was inadequate to handle the large volume of vehicular
traffic, and the accident rate upon Ninth Street Bridge was hardly
a tribute to the city; there was an average of one reported
accident every five days. The repaving of Mayo's Bridge in the
spring of 1941 placed an additional burden upon Ninth Street Bridge,
as the former was closed to traffic for several weeks.55

Consequently, on November 21, 1941, bids were opened for
the construction of a new bridge at Ninth Street, which, it was
contemplated, would extend from Byrd Street on the northern bank
of the James to the Southern Railway underpass at Seventh Street
on the southern bank.56 The funds for such a project had been
available since March, 1941, but on the basis of the plans drawn
up in 1938 by the firm of Harrington and Cortelyou, Inc., on
contract with the City of Richmond.57 But, due to changes in

53. Letter, Jan. 6, 1941, W.C. Binford to Chalkley DuVal, D.P.W.
54. Letter, April 29, 1941, Bolton to Mr. Spivey, Structural
Engineer, D. P. W.
55. Letter, Nov. 23, 1940, C. M. Bowers to Captain Herbert, Direc-
tor of Public Safety; Annual Report, 1941, p. 64.
56. Letter, Aug. 1, 1941, J. L. Spivey to all Public Utilities.
57. See page 54, supra.
utility requirements and difficulties in acquiring rights of way, along with other complications arising out of the United States' entry into World War II, the bids were recalled. The War put an end to any active steps toward construction of a new bridge, but the matter was not forgotten, and it was expected that it would be undertaken again soon after the war ended. Furthermore, funds were lacking, as the transaction with P. W. A. had never gone through.

No extensive repairs were needed by Ninth Street Bridge in 1942; its physical condition at that time was fairly good. But, the age and overall condition of the bridge did make it imperative that the traffic load and speed limits be rigidly enforced. Buses using the bridge in 1942 were found to be 25% overloaded as a result of increased use of public conveyances arising out of war conditions, and there was strong talk of rerouting them over Robert J. Lee Bridge of Mayo Bridge. Consequently, tests were made to determine whether or not it was safe for buses to continue using the bridge. These resulted in a favorable judgement for the bus company, but thereafter it was provided that they must maintain the speed limit of 15 mph and not carry more than sixty passengers. The remaining war years saw only the usual minor repairs upon Ninth Street Bridge. The construction of a new one was, of course, out of the question at that time due to extreme shortages of vital materials which were badly needed in the war effort.

But, by April, 1945, it was obvious that Germany was doomed to defeat, and that it would not be too long before priorities and the like upon materials needed in a new structure would be lifted. Consequently, on April 21, 1945, Mr. Bowers requested Mr. Harris to get out all previous plans for a new bridge, showing what rights of way it would be necessary for the City to obtain, if they had not been already. This was to be done in order that the new bridge might be commenced the first thing the war was over. 61

As a result of this investigation, it was found that three rights of way must be obtained, all from utility companies. These were the Atlantic Coast Line Railway Company, the Virginia Electric and Power Company and the Chesapeake and Ohio Railway Company. Ordinances had been previously enacted by the City Council in 1941 authorizing the purchase or acquisition of easements on these properties and specifying the amounts to be paid for them. 62

Agreements with two of these companies had subsequently been reached, at least tentatively, but none existed as of mid-1945 with the Chesapeake and Ohio. 63

In reply to questions as to the responsibility of the City for various exigencies which might arise out of construction of a new bridge, the City Attorney replied that

1) the City would not be liable for damages on property on

61. Letter, April 21, 1945, Bowers to Harris.
62. See two ordinances approved August 19, 1941, authorizing such acquisitions for detailed information. These were not published in Ordinances, for some reason.
63. Letter, May 2, 1945, C.F. LaPrade, Statistical Engineer, to Mr. Harris. See also, letter, May 8, 1945, Harris to Bowers.
the east side of the Ninth Street Bridge between Byrd Street and
the Canal which might arise due to cutting off of light and air
by a new bridge;

2) the City would not have to acquire rights of way to the
river bed (which was privately owned);

3) that ordinances previously passed were still valid and
needed only slight amendments to bring them up to date;

4) that he did not believe there would be any delay in com­
ing to terms with the Chesapeake and Ohio. 64

Correspondence with the U.S. War Department, U.S. Engineer’s
Office, had previously resulted in a reply to the effect that the
contemplated bridge would be high enough not to hinder navigation
and the running off of flood waters. Therefore, no War Department
permit would be needed though the Engineer’s Office did request
that copies of plans and specifications be forwarded for inspec­
tion.65

Specifically, the proposed bridge was to be of concrete con­
struction, with a 42-foot roadway, sufficient for four-lane traf­
fic, and six-foot sidewalks. Its length from shore to shore would
be approximately 1000 feet, with a southern approach of 500 feet
and a northern one of 720 feet. Thus, the overall length of the
structure would be 3210 feet.66 The cost of such a span, and
this was the important consideration, was high. Whereas it had
been estimated in 1937 that the construction would run to

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64. Memorandum by Mr. Harris, May 22, 1945. The ordinances passed
in 1941, see note 62, supra, were amended by an ordinance approved
65. Letter, Aug. 2, 1941, W. Lapeley, Captain, Corps of Engineers,
Executive Assistant, to Mr. Bolton. 66. Letter, Bowers to Col Cruse
$1,015,038, the tremendous rise in price between then and the end of the war brought a new estimate of $1,518,307 on September 27, 1945.67

But, in spite of all this activity and planning, the construction of a new Ninth Street Bridge never came to pass. One significant factor which rendered all these ambitious plans hard do combat was obviously the high cost of materials at the end of the war. Council had appropriated $1,135,000 for the construction of the new bridge, but by 1945 this sum was insufficient, and it is even more so today. Further hindrances came in 1945 as a result of a shortage in manpower. And, the general conditions in the nation and in the world, since 1945, which have been and still are quite uncertain, to say the least, render the performance of contracts questionable. The present war in Korea and extensive rearmament programs both here and abroad have again produced great shortages of materials and manpower.

and so, the old bridge is still in use. A report upon its condition in 1943 was generally favorable, though the timber dock in use since 1933 and 1939, except for repairs, was found to be in poor condition.69 In view of present world conditions, therefore, it is apparent that the process of patch here and patch there will continue, and Ninth Street Bridge will continue to drain the coffers of the City.

67. See notes, in Miscellaneous File—Ninth Street Bridge, dated September 27, 1945 and November 28, 1937. Estimated cost in 1941 was $1,135,000. Hence the Council’s appropriation referred to above.
68. Letter, Nov. 19, 1945, Board to Brown.
Thus far, we have seen that the first bridge across the James River in Richmond was that of Colonel Mayo, and that this was followed in 1873 by the construction of a second structure, Ninth Street Bridge. Proceeding once again to the west along the river, the next span which we encounter is the comparatively new Robert E. Lee Bridge, which is not, however, the third structure chronologically, as Mayo's and Ninth Street Bridges were the first and second, respectively. For, the third bridge to be thrown across the James was the Boulevard Bridge, which we shall discuss in the next chapter, having been constructed in the early 'twenties.

The approaches to Robert E. Lee Bridge are situated exactly seven blocks to the west of those of Ninth Street Bridge, or, more specifically, on Second Street, East. The structure proceeds from the north bank in a generally south-southwesterly direction across the James, touches upon Belle Island, the second largest land mass in the James within the corporate limits of Richmond, and runs into its southern approaches on Cowardin Avenue. Robert E. Lee Bridge, as we shall see a little later on, is the largest as well as the newest of the four spans with which we shall be concerned.
The reader will have ascertained by this time that a new bridge across the James had been recommended by City Officials for a number of years. Hitherto, we have given our primary attention to the erection of a new span at Ninth Street, but during the early years of this century serious consideration was also given from time to time to the erection of a third structure a little farther to the west, for reasons upon which we shall presently elucidate.

In the years following the construction of Ninth Street Bridge, Richmond grew from a relatively small community to a city of some size. At that time there had been few if any homes or businesses established west of Laurel Street nor north of Hospital Street. Since the construction of Ninth Street Bridge, however, Richmond had grown from a community of 51,000 to its population in the early nineteen thirties of approximately 200,000. A large part of this growth had taken place on the level plateau on the north bank of the river to the west of Laurel Street, which had an elevation of from 150 to 200 feet, so that there was by the early 'thirties a considerable interchange of traffic between the areas built in the past fifty years, said traffic being obliged to drive down hill then up again in order to cross the James River to South Richmond, an additional area which had developed considerably.¹ We have

¹. See "Application for Loan From the Reconstruction Finance Corporation For Construction of Four Bridges in Richmond, Virginia," Sept. 1, 1932, p. 11. Hereinafter cited as Loan Application."
already indicated in the preceding chapters the great development of automobile traffic and the great strain placed by it upon the existing structures. Hence, we need not develop this particular factor in the need for a new bridge any further.

The entire project of creating a new bridge to serve the needs of the residents of the more recently developed regions of the city had long been recognized as highly desirable. Among the earliest declarations in favor of a third bridge was contained in a joint resolution approved October 13, 1915, which declared, in toto, that

Whereas travel and traffic between those sections of the City of Richmond separated by James River had become so frequent as to emphasize the need of another bridge across said River; and

Whereas as a matter of public convenience at least one centrally located bridge to accommodate the increased population on both sides of James River residing west of Ninth Street should be constructed with as little delay as possible;

Now therefore, be it resolved by the Council of the City of Richmond, the Board of Alderman concurring:

That the Administrative Board be and is hereby directed to look into the feasibility and advisability of constructing a suitable bridge across James River with approaches to the same, to be projected from a site at or near the present Laurel Street on the north side to a site at or near Cowardin Avenue on the south side of said river; and said Board shall report to either branch of the Council specially as to the need of an additional bridge between the limits aforesaid, the character and probable cost of construction, the exact location for said bridge, and as to any fact relative to its construction as to said Board may be deemed pertinent or important.

Needless to say, nothing of importance came out of this joint resolution, except that it is of some significance that the site specified above is virtually that of the structure ultimately constructed. But, by no means was interest in a third bridge completely lost after this promising start.

In his Annual Report for 1918, Director of Public Works Charles E. Bolling urged that a new structure of modern design be constructed at the same site as was suggested in the joint resolution of two years previously. He declared that this site seemed "naturally to have been provided," especially as a result of Belle Isle's location in the river channel at that point. His arguments in favor of such a structure were essentially the same as those enumerated above, but added that such a structure would "fill the link of proposed highways from Washington to the South," and that it would be a superb and ideal memorial to the City's war dead. Bolling's appeal was reiterated, though more briefly, in his report the following year.\(^5\) Bolling's suggestion was prophetic, in at least one sense, in that the span which was ultimately erected at approximately the site recommended, was to become an important link in the State's and the Nation's highway system, with the structure ultimately being incorporated into U. S. Route Number One.

The net result of these recommendations, however, was nil. Each city administration, "for political reasons," appears to have been reluctant to launch the project which, it was feared, would involve such a substantial increase in the bonded indebtedness of the City. The project was the "victim of somewhat natural and protracted procrastination." \(^4\)

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\(^3\) *Annual Report, 1918*, p. 10; *1919*, p. 12.  
\(^4\) "Local Application," cited, p. 11.
But, by the beginning of the 'thirties, a situation existed which rendered this the ideal moment for entering upon such a project. The need for the bridge still was as before, of course, and the City was in an even less favorable condition, as a result of the existing depression, to increase its bonded indebtedness. But, this same depression provided the impetus for such a large scale program of public works, in that it rendered a large number of construction workers jobless. These men had slowly but surely used up their hard earned savings and were in serious plight by the beginning of 1932. The opening of work for these men would in no small way be a "Godsend." 5

Here, then, we had a situation in which the City Officials were driven not only by a desire for just a new bridge, but by the added incentive of having to find profitable employment for the City's unemployed. Hence, the decision to build was readily forthcoming by the early months of 1932. At this time, also, a means of circumventing the City's inability to bear an increase in its bonded indebtedness was found in the "person" of the Reconstruction Finance Corporation.

The depression had brought a tremendous slump in real estate values in the City, from taxation of which it had derived its principal revenues. Hence, to have further increased the City's debt at this time, even at highly favorable rates of interest and repayment, would have threatened the financial standing and security of the existing bonded indebtedness. 6 But, R. F. C. provided a

5. Ibid.
means whereby funds for the venture might be obtained by a loan from the Federal Government with no resultant drain upon the City's diminished financial resources. One will argue that by securing a loan from Washington the City would be increasing its bonded indebtedness, just what it was attempting to avoid at all costs. But the plan which ultimately came into being did not call for any commitments on the part of the City at all, at least not in a financial sense.

Since the City itself could not risk an increase in outstanding liabilities, though it did need a new bridge and a source of gainful employment for its increasing numbers of unemployed, the top flight City officials decided, in early 1932, to circumvent this debt limitation by creating a private corporation to secure a loan from R. F. C., a loan which would be secured only by the holdings of the corporation itself rather than by the resources of the City. It was firmly believed by those persons that the project would be successful and self-liquidating in that tolls for the use of the bridges to be built by them would be charged. The toll collections would pay off the debt and accumulated interest, and the City would in no wise be obligated to make any financial contributions to the liquidation of the corporation's obligations.

Hence, the machinery for setting up this corporation which would assume the responsibility for securing a loan from R. F. C. and of the construction of four bridges in the City of Richmond was set in motion, as we shall see below, this was to be a non-profit
organization which, once it had accomplished its purpose, would be dissolved and its holdings turned over to the City of Richmond.

On September 14, 1932, the prior activities of a group of prominent citizens culminated in their subscribing to a document signed that day in Richmond, by virtue of which they each became holders of one or two shares of the total of ten shares of stock of the Richmond Bridge Corporation. The cost of these was set at one dollar each. These men, and the number of shares held by each, are as follows:

- John J. Wicker, Jr. Two (2) shares
- Allen J. Baille Two (2) shares
- Horace L. Smith, Jr. Two (2) shares
- H. Keith Compton Two (2) shares
- Wilmer L. O'Flaherty One (1) share
- T. Norman Jones, Jr. One (1) share 7

The formal "Articles of Association of Richmond Bridge Corporation" were drawn up the following day. A study of these is important in that they afford us a clear-cut and detailed statement of the purposes, objectives and aims of the Corporation. Hence, let us turn our attention to an analysis of the individual articles.

Introduction. The first paragraph of the "Articles" declared that the signers establish a public service corporation under the provisions and subject to the requirements of Chapter 150 of the Code of Virginia, and all other laws for such cases made and provided, to purchase, construct, maintain and operate public toll bridges within the City of Richmond, Virginia, as more fully indicated hereinafter, and in this, our articles of association, we hereby state as follows... 8

(A) The first article declared that the name of the corporation
should be Richmond Bridge Corporation.

(B) This article presented a statement of the nature or character
of the work to be performed.

(1) The Corporation was to acquire from their present own-
ers the toll bridges across Shockoe Valley in Rich-
mond at First and Fifth Streets, together with all
rights of way, easements, etc., and to construct in
their place two new and modern bridges.

(2) It would acquire from its present owner the public
toll bridge across Shockoe Valley at Marshall Street,
together with rights and easements, and improve and
modernize it.

(3) The Corporation would get the necessary rights of way
and construct a new and modern bridge over the James
River, with its southern terminal in the proximity of
the intersection of Cowardin Avenue andSampson Avenue,
and its northern terminal at some point on the north
bank of the river between Second Street and Belvidere
Street.

(C) (1) All of these bridges were to be within the corporate
limits of the City of Richmond, and in no instance were they to
exceed one hundred feet in width. The estimated lengths of the four
bridges were listed, that of the James River Bridge being set at
approximately 4,500 feet. The bridges, in general, were to be of
steel and concrete.
(2) The work upon these spans was to begin as soon as the finances had been procured and the plans completed. In all cases, the work was to be started and completed within the time limits set forth by law in Section 3351 of the Code of Virginia.

(3) All of the bridges, upon completion, were to be operated by the Corporation as toll bridges, with a lawful schedule of rates to be filed with the State Corporation Commission in accordance with law. The Corporation should have the authority to suspend tolls at its discretion, but under no circumstances was this to occur while the funded indebtedness of the Corporation was yet outstanding.

(4) The period of duration, that is, the life, of the Corporation was to be unlimited.

(5) The capital stock of the Corporation should be composed of shares without par value. The minimum amount should be five shares, with the maximum set at ten. No dividends or other distributions would be declared or paid, since the purpose and policy of the Corporation was that no profit should accrue to the stockholders either through dividends or sale of stock.

(F) The Board of Directors should consist of not less than five nor more than nine persons. The officers and directors for the first year were to be as follows:

John J. Wicker, Jr., President and General Counsel
Allen J. Saville, Vice-President
Horace L. Smith, Jr., Vice-President
Wilmar L. O'Flaherty, Secretary and Treasurer.
In addition, there might be other and additional officers as the Board of Directors might from time to time determine, from among the stockholders listed above.

(G) Principal office to be located in Richmond.

(H) In addition to the general powers provided by law, the Corporation was to have the power to do the following:

(1) Cause to be performed whatever examinations and surveys necessary as to locations, routes, and so on.

(2) To take and hold such voluntary grants of real estate, and other property, as shall be made to it to aid in such construction, maintenance and accommodation of its work, terminals and appurtenances.

(3) To purchase, lease or otherwise acquire whatever real estate that might be necessary.

(4) To borrow money for the purposes of the Corporation; to execute and issue bonds, notes, and so on; to set interest rates, redemption provisions, and the like, subject to the approval of the stockholders. To secure such bonds by first deed of trust upon the entire properties of the Corporation, including the existing structures and those to be constructed.

(5) To lay out the bridges as in these articles and chapter 150 of the Code of Virginia, and to construct them.

(6) The Corporation might merge its works, property and franchises with any other corporation in-
corporated for the same purposes, as provided in
Chapter 147 of the Code, as well as to purchase
or lease the works, property, and so on, of any
other such corporation.

(7) To maintain and operate all of the aforesaid bridges
as public toll bridges.

(8) To deed and dedicate all of its bridges, with
rights and properties and franchise appertain-
ing therefor to the City of Richmond, whenever
it shall be deemed expedient provided that so
long as funded indebtedness of the Corporation
is outstanding no such transfer shall be made
except with the prior consent in writing of
all the holders of such funded indebtedness.

(9) To do and perform all such acts and things and
to conduct all business as shall prove neces-
sary and proper to fulfill the purposes of the
Corporation, in consistency with the law, as
the Board of Directors shall deem to be in the
best interests of the Corporation.

(10) To exercise all of the powers and privileges
granted by law upon corporations of this nature
by the State laws of Virginia.

(11) These articles are omitted here as they pertain,
for the most part, to the overland bridges to be constructed by
Richmond Bridge Corporation.

(12) Should the Corporation for any reason be unable to
obtain title to necessary lands and permission to execute its
purposes, it should undertake condemnation proceedings in accor-
dance with the law; but this was not to be done to procure a
strip of land any wider than 100 feet, except where absolutely necessary.9

The "Articles of Association" were notarized and signed in Richmond on September 15, 1932. Their importance should not be minimized, for they are the framework upon which the entire project of the Richmond Bridge Corporation was based. Here we find a clear statement of just what this Corporation was, what it planned to do and how. For this reason they have been included in the text of this work virtually in toto. It is of further interest that these "Articles" were repeated, together with a few additional ones required by law, in the Corporation's application for a charter to the State Corporation Commission on September 30, 1932, the Charter being granted the same morning over the signatures of George G. Peery, Chairman of the Commission, and W. H. Atkinson, its Secretary. 10

The granting of a Charter by the State Corporation Commission on September 30 resulted in a meeting of the subscribers to the capital stock at 2:30 P.M. the same day at the office of the Corporation at Room 403 Mutual Building, Richmond, at which all were present. The Charter was there formally and unanimously accepted, as were the by-laws for the regulation of the affairs of the Corporation. The officers designated above were confirmed, as were the stock subscriptions already listed. John J. Wicker, Jr. was unanimously approved for employment as General Counsel of the Corpora-

10. See the original document charter which may be found, together with all other original documents cited thusfar and hereinafter in file "Richmond Bridge Corporation - A. C. Lea Bridge and others," File Office, D.P.W., Richmond, Va.
tion with provision that his term should extend through the construction of the bridge and its opening to the public. It was further voted that the firms of Allen J. Saville, Inc., and Lee, Smith and Van Derwood, Inc., should be employed as the official Consulting and Supervising Engineers of the Corporation. In conclusion, the subscribers unanimously gave their approval to a resolution which provided as follows:

(1) That the applications, with exhibits, dated September 15, 1932 to Reconstruction Finance Corporation for a loan not to exceed $2,000,000 be approved. We shall discuss this application a little later.

(2) That the president and secretary of the Corporation should be authorized to execute and attest the above application, with its exhibits, in the name of the Corporation, and to furnish whatever additional data the R. F. C. might require.

(3) That the president be authorized to submit and deliver the application for loan to the R. F. C. in Washington.

(4) That the president and secretary should be authorized to execute the necessary evidences of indebtedness, principal and interest, resulting from said loan and required by R. F. C. which would encumber the Corporation's entire property and property rights of every type and its revenues with a first lien.11

11 RFG: Opinions and Exhibits, cited, Minutes, pp. 2-5. A formal meeting of the Board of Directors was held in the afternoon of the same day and approved the same decisions and an identical resolution, with the additional approval and designation of the First and Merchants National Bank and the State-Planters Bank and Trust Company as the official depositories for funds of the Corporation, though the actual opening of accounts was to be delayed until approval of loan by the R. F. C. Ibid., pp. 3-9.
We must now turn back our clock in order to discuss for a moment a number of events which had been taking place concurrently with the formation of the Corporation which we have just covered. As early as August 25, 1932, a series of conferences were begun between the R. F. C. Engineers' Advisory Board and the Richmond Bridge Corporation counsel. At this early date it was estimated that the total cost of the venture would approximate $2,750,000, considerably more than was to prove true. 12 There followed two Loan Applications, dated September 1 and 15, 1932, respectively, with the latter being approved by the stockholders and the Board of Directors on September 30, as indicated above. The two applications were virtually identical in their provisions, but differed in that the first asked for $2,500,000 at 3% while the second requested a loan of but $2,000,000 at the same rate of interest. 13 There is little to be gained from a detailed inquiry into the provisions of the two Loan Applications, for it is the final Loan Agreement in which we are primarily interested and into which we shall delve in some detail below.

On December 19, 1932, the State Highway Commission granted its approval to the Bridge Corporation's plans to construct or improve the four toll bridges with which it was concerned, subject to the following provisions:

(1) Funds were to be provided within 90 days after December 15, 1932.

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Construction was to begin within 90 days after the funds were received.

The bridges were to be completed within two years.

When the tolls had liquidated the cost of the venture, or when the bonds had been paid, the bridges were to become the property of the City of Richmond, free of tolls.

The work was to be open to the inspection of the State Highway Commission.

Plans and specifications were to be submitted before construction was begun.

Work was to be done in accordance with laws of the State governing such construction.

There followed several meetings of the Stock Holders and the Board of Directors at which the business of the Corporation was further developed. The meetings of the Incorporators and of the Stock Holders on December 22, 1932, resulted in little more than formal approval of the Charter of the Corporation as granted on September 30 by the State Corporation Commission. The meeting of the Board of Directors that day, however, was more productive. The chairman reported that on December 12, 1932, bids had been opened at the Mayor's office from a number of cement companies, and that the Loan Star Cement Company of Norfolk, Virginia, and the Portland Lehigh Cement Company of Fordwick, Virginia, had submitted bids at the basic rate of $2.36 per barrel, and since

---

those were as low as any others and since these were both Virginia Companies, and further in consideration of the rise in the price of cement by 2½ per barrel the following day, it had been decided to let the contract to these companies. The contracts each called for the delivery of 45,000 barrels by each company, deliverable as ordered during the progress of the bridge work, and with protection to the Corporation should the price decline and with the right reserved by the Corporation to name the dealers through which the orders should go. The contracts contained an additional provision that they must be approved by R. F. O. The Directors, on motion of Colonel Compton, unanimously ratified and approved the contracts. 16

Since it was found that some cash would be immediately needed to defray the various expenses of the Corporation pending receipt of the loan, it was agreed, on motion by Mr. Jones, that the President negotiate a loan or loans, as necessary, from the State-Planters Bank and Trust Company, the total of such loans not to exceed $10,000 without further authorization from the Board. In addition to these major decisions, various minor business was transacted before the adjournment of the meeting. 17

In the meantime, the Loan Application had been submitted, which brought a request from R. F. O. that the Bridge Corporation obtain a permit from the War Department prior to further consideration of the Loan. Accordingly, Mr. Wicker journeyed to

16. Ibid., p. 17.
17. Ibid., pp. 17-18.
Norfolk where he conferred with Major C. R. Young, U. S. War
Department District Engineer in respect to this matter. The fruits
of this conference were reported at the Board meeting of January
28, 1933, and it was unanimously resolved that formal application
for the permit be submitted. This permit was ultimately approved
by the War Department on February 16, 1933, by Brigadier-General
G. B. Pillsbury, Acting Chief Engineer, and on February 21 by
F. H. Payne, Assistant Secretary of War. 18

On January 3, 1933 a most significant ordinance was ap-
proved by the City Council which equalled the "Articles of Associa-
tion of Richmond Bridge Corporation" as a pillar upon which the
venture was based, for without this ordinance the Corporation would
have lacked the legal power to acquire the previously mentioned
sites and structures and to undertake such construction within the
Corporate Limits. We must, therefore, discuss the provisions of
this ordinance in some detail, though the complete text, as amended
March 17, may be found in the appendix.

18. Ibid., pp. 21-22, U.S. War Department "Approval of Location
and Plans of Bridge." The document provided 1) that the District
Engineer of the Engineer District at Large in charge of the dis-
trict within which the new James River Bridge was to be built
might supervise the construction in order to ascertain that the
plans submitted were complied with; 2) that all work was to be
so conducted so that the free navigation of the James should not
be interfered with, and that all pilings, falsework, etc., should
be removed from the channel or channels immediately the work was
completed; and 3) that the approval of the War Department should
be null and void unless construction work commenced within one
year and was completed within three years after the date of the instru-
ments.
The title of the ordinance alone gives a considerable insight into its object, and is as follows:

To grant to Richmond Bridge Corporation, its successors and assigns, the right to acquire, construct, improve and operate certain toll bridges, within the City of Richmond; to provide for the acceptance by the City of Richmond of the capital stock of said corporation and to appoint proxies to vote said stock; to provide for the approaches, lighting, cleaning, operation and maintenance of said bridges; and to pledge the good faith of the City of Richmond not to construct or authorize the construction of additional competitive bridges for the term hereinafter stated; - under certain conditions.19

We need not go into a word for word analysis of the ordinance at this point; the introduction above gives a relatively clear indication of its contents. In addition to the three other bridges with which the Bridge Corporation was concerned, the ordinance specifically granted the Corporation the necessary rights and privileges to acquire needed easements, rights of way, titles, and so on, and to construct a new bridge across the James River at essentially the site indicated in the joint resolution of October 13, 1916 mentioned above. The plans and specifications were to be submitted to the Director of Public Works for perusal and approval. The Corporation received the right to charge tolls upon the bridges in order to defray the costs involved, with certain exceptions to the toll charges being indicated. It was provided that the Virginia Electric and Power Company vehicles should pay no individual toll, but that the Company would reimburse the Bridge Company by means of an annual blanket payment of $20,000 for the use of the bridges until the costs of construction had been fully discharged.20

20. Ibid., pp. 55-56.
The City, by this ordinance, accepted the transfer of the entire issue of capital stock of the Corporation to the City, with no charge being involved, and with the provision that the City would by this means assume no liability as to the indebtedness of the Corporation created either theretofore or thereafter. A number of City officials were designated as proxies for the City for the purpose of voting this stock, and the titles of these persons so designated may be found in the text of the ordinance, as amended, included in the appendix. 21

Various other clauses were set forth providing for the cleaning and general day to day maintenance of the bridges by the City in order that the full revenues derived by the Corporation through toll collections might be applied solely to the liquidation of the debt created for the construction or improvement of the structures. The City further agreed to construct at its own cost the approaches and necessary approach bridges to all of the four structures, and the detailed provisions for so doing were specifically set forth. And, as indicated above, the City agreed not to construct itself, or authorize to be constructed, other piers, competing bridges until the loan from R. F. C. had been fully discharged. The final provision of the ordinance of January 3, 1933, was that the Corporation should accept all of its provisions within 30 days of approval of the ordinance by the Council, with a further obligation by the Corporation to enter upon its work immediately. 22

21. Ibid.
22. Ibid., pp. 55-57. For full details, see text of this ordinance, as annexed March 17, in appendix. First Street, Fifth Street and Marshall Street Viaducts were previously owned by V.A.P.C.O. An ordinance approved January 13, 1933 authorized V.A.P.C.O to transfer its rights and titles to these structures to R.B.C. Ordinances, 1932-1934, pp. 83-84.
This ordinance was subsequently slightly amended on March 17 as a result of certain minor difficulties which had occurred, but these are of no particular importance in the overall picture. It is the amended version, however, which is given in the appendix. One change, though, was that approval and acceptance of the ordinance by the Corporation must take place within 60 days, rather than 30 as provided in the original ordinance. The acceptance was subsequently filed with the Clerk of the City Council in form approved by the City Attorney.

In the meantime, on November 30, 1932, Reconstruction Finance Corporation had authorized a loan to Richmond Bridge Corporation of $1,700,000 subject to the following conditions:

1. That the loan be evidenced by $1,700,000.00 principal amount of 5% Serial Secured Notes, maturing serially over a period of ten (10) years, secured by $1,370,000.00 principal amount of Serial 6% First Mortgage Bond Bonds maturing serially over a period of twenty-five (25) years, said notes to be purchased at par value and accrued interest and to be convertible into Bonds at the rate of $100.00 principal amount of Notes for each $110.00 principal amount of Bonds, at the end of ten years or upon default of any note.

2. That the Richmond Bridge Corporation acquire title to the existing bridges to be improved or replaced and transfer all of its capital stock to the City of Richmond before issuing any Notes or Bonds.

3. That the City of Richmond pay all costs of maintaining and operating the bridges, including taxes (if any), and all incidental expenses of the Richmond Bridge Corporation, so that the entire gross revenues of the bridges, without deductions of any sort, may be applied to the payment of the indebtedness.

4. That the City of Richmond, at its own cost, supply all labor for the removal of First Street and Fifth Street viaducts and for the construction of approaches, approach pavements and approach bridges to the James River Bridge, and that such labor be supplied as required so as not to delay the completion and opening of the bridges.

(5) That competing structures of whatever kind or nature will not be authorized or constructed by the City of Richmond prior to the retirement of all the Notes and Bonds acquired by the Reconstruction Finance Corporation under this authorization.

(6) That satisfactory assurance be received from the State Highway Department and such other public authorities as may have jurisdiction thereover, that United States Highways No. 1 and No. 50, and other routes so far as practicable, will be rerouted over the proposed James River Bridge and that signs will be erected and maintained directing traffic to said bridge.

The reader will have observed that conditions 2 through 5 were subsequently guaranteed by the ordinances of January 3 and 13 and March 17. The notes and bonds provided for were also issued in due course, and the required guarantees of the State Highway Department, and of other authorities, as to rerouting of the designated highways were also obtained. The terms and provisions of this agreement were reiterated in a subsequent document dated April 18, 1933. 25

Naturally, while all this was taking place, the Bridge Corporation also found it necessary to enter into a number of agreements with the various holders of property which would be affected by the operations of the Corporation. There is no need to enter upon a lengthy discussion of these agreements, for they were nothing more than ordinary legal documents transferring rights, franchises, easements, rights of way, and so on, either gratis or in consideration of relatively insignificant compensation. These agreements were concluded as follows:

Insofar as the James River Bridge was concerned, for some of these documents dealt with rights to property which would be affected by one or another of the three other structures with which Richmond Bridge Corporation was concerned, these deeds, indentures, and so on, dealt with land parcels and other property on the north and south bank of the river and on Belle Isle.

All of these preliminaries having been completed, on May 1, 1933, the Corporation executed the two documents upon the basis of which the venture was financed. These were the so-called Trust Indenture from the Corporation to State-Planters Bank and Trust Company, as Trustee, and the Indenture of Mortgage and Deed of Trust, from the Corporation to First and Merchants National Bank, as Trustee. The first of these provided for the authorization, issuance, sale and delivery to R. F. C., as funds were needed, of

26. For complete texts of these documents, see originals or duplicates in File Office, D.P.W. These are listed as follows: in HEC Opinions and Exhibits, cited, "Virginia Electric and Power Company with Richmond Bridge Corporation - Richmond Bridge Indenture;" "Right of Way Agreement with Southern Railway Company;" "Right of Way Agreement with Seaboard Air Line Railway Company." Other documents contained in above file separately are "Agreement Between Atlantic Coast Line Railroad Company and Richmond Bridge Corporation," "Deed Between Chesapeake and Ohio Railroad Company and Richmond Bridge Corporation," "Indenture Between Virginia Electric and Power Company and Richmond Bridge Corporation," "Deed Between Old Dominion Iron and Steel Works, Inc., and Richmond Bridge Corporation."
$1,700,000 of 5½% Serial Secured Notes as provided for in the Loan Agreement. The latter provided for the authorization, issuance, and so on, of $1,870,000 of 6% Serial First Mortgage Bonds as security for the Note Issue. 27 In other words, to simplify this complicated arrangement, the Trust or Note Indenture dealt with the issuance of notes by the Corporation to R. F. C. in return for which the latter paid cash to the former, while the Indenture of Mortgage and Deed of Trust provided for the Corporation's issuing bonds setting up all of its property, rights, and so on, as security for the notes.

Beginning May 12, 1933, the Reconstruction Finance Corporation gradually purchased what was to amount to a total of $1,690,000 of the Corporation's Notes. This proved to be adequate for completion of its purposes. The final issue of Notes was purchased on November 13, 1934. A complete list of R. F. C. purchases of Notes, amounts purchased, and other data which gives a thumbnail sketch of the Corporation's relations with R. F. C. is given on the following page. For the amounts and maturity dates of 6% Serial First Mortgage Bonds, see the list given in the appendix. This data is not given here for it concerns us less than the data on the following page, for obvious reasons.

The official Board of Directors sanction to the issuance of the Notes and Bonds was given in resolutions approved by them at the meeting held May 10, 1933. Approval was also given upon this date to various deeds and indentures which had been arranged at that

Richmond Bridge Corporation 5\% Notes to R. F. C.

<table>
<thead>
<tr>
<th>Date Sold to R.F.C.</th>
<th>Due Date of Note</th>
<th>Sales Price (Par Value)</th>
<th>Accrued Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 -12-33</td>
<td>5 - 1-37</td>
<td>$20,000.00</td>
<td>$33.61</td>
</tr>
<tr>
<td>5 -12-33</td>
<td>5 - 1-38</td>
<td>30,000.00</td>
<td>84.05</td>
</tr>
<tr>
<td>5 -12-33</td>
<td>5 - 1-39</td>
<td>50,000.00</td>
<td>94.03</td>
</tr>
<tr>
<td>5 -12-33</td>
<td>5 - 1-40</td>
<td>25,000.00</td>
<td>42.01</td>
</tr>
<tr>
<td>6 -16-33</td>
<td>5 - 1-40</td>
<td>25,000.00</td>
<td>168.06</td>
</tr>
<tr>
<td>6 -16-33</td>
<td>5 - 1-41</td>
<td>10,000.00</td>
<td>67.22</td>
</tr>
<tr>
<td>7 -14-33</td>
<td>5 - 1-41</td>
<td>40,000.00</td>
<td>446.11</td>
</tr>
<tr>
<td>7 -14-33</td>
<td>5 - 1-43</td>
<td>50,000.00</td>
<td>557.64</td>
</tr>
<tr>
<td>7 -14-33</td>
<td>5 - 1-43</td>
<td>30,000.00</td>
<td>334.58</td>
</tr>
<tr>
<td>8 -21-33</td>
<td>5 - 1-43</td>
<td>105,000.00</td>
<td>1,784.53</td>
</tr>
<tr>
<td>9 -18-33</td>
<td>5 - 1-43</td>
<td>165,000.00</td>
<td>3,453.54</td>
</tr>
<tr>
<td>10-10-33</td>
<td>5 - 1-43</td>
<td>160,000.00</td>
<td>3,266.67</td>
</tr>
<tr>
<td>11- 8-33</td>
<td>5 - 1-43</td>
<td>140,000.00</td>
<td>149.75</td>
</tr>
<tr>
<td>12- 8-33</td>
<td>5 - 1-43</td>
<td>95,000.00</td>
<td>537.01</td>
</tr>
<tr>
<td>1 - 6-54</td>
<td>5 - 1-43</td>
<td>65,000.00</td>
<td>645.49</td>
</tr>
<tr>
<td>2 - 8-54</td>
<td>5 - 1-43</td>
<td>45,000.00</td>
<td>666.87</td>
</tr>
<tr>
<td>3 -14-54</td>
<td>5 - 1-43</td>
<td>40,000.00</td>
<td>812.79</td>
</tr>
<tr>
<td>4 -20-54</td>
<td>5 - 1-43</td>
<td>70,000.00</td>
<td>1,007.36</td>
</tr>
<tr>
<td>5 - 8-54</td>
<td>5 - 1-43</td>
<td>70,000.00</td>
<td>74.88</td>
</tr>
<tr>
<td>6 - 8-54</td>
<td>5 - 1-43</td>
<td>70,000.00</td>
<td>395.69</td>
</tr>
<tr>
<td>7 - 9-54</td>
<td>5 - 1-45</td>
<td>90,000.00</td>
<td>935.00</td>
</tr>
<tr>
<td>8 - 9-54</td>
<td>5 - 1-43</td>
<td>80,000.00</td>
<td>1,197.78</td>
</tr>
<tr>
<td>9 -10-54</td>
<td>5 - 1-43</td>
<td>55,000.00</td>
<td>1,083.93</td>
</tr>
<tr>
<td>10-23-54</td>
<td>5 - 1-43</td>
<td>90,000.00</td>
<td>2,378.75</td>
</tr>
<tr>
<td>11-15-54</td>
<td>5 - 1-43</td>
<td>50,000.00</td>
<td>91.86</td>
</tr>
</tbody>
</table>

\[1,693,000.00\] \[21,699.00\]

Sources: Reconstruction Finance Corporation, Chief
Auditor's Report on Richmond Bridge Corporation,
Richmond, Virginia at the close of business,
January 31, 1934, p. 13; December 10, 1934, p. 16.
time and other final business was transacted. The stage was now set for the actual construction of the new James River Bridge.

In the spring of 1933, bids were accepted from various firms for the construction and repair work to be undertaken by the Corporation. The S. M. Siesel Company, Milwaukee, Wisconsin, as low bidder, received the contract for the construction of the James River Bridge with its northern and southern approaches. This contract was dated April 11, 1933. Contracts were let for cement to the Lehigh and Lone Star Cement Companies at from $1.91 to $2.11 per barrel. The difference in price was due to differing costs of various types of containers.

No contracts were let for the construction of the Second Street and Cowardin Avenue approaches, since it had been arranged that the Corporation should undertake/p work with the understanding that the City would provide all labor except that of a supervisory nature, at no cost to the Corporation. Even the contract with the Siesel Company was awarded exclusive of labor, it being provided that all labor would be supplied by the City on a relief basis. Soon after the beginning of construction in April, 1933, however, it developed that the City was unable to provide sufficient skilled labor from among its unemployed to do the work properly, and it proved necessary to write new contracts whereby the contractors were to employ whatever skilled labor was necessary and bill the Corporation.

28. See minutes of this meeting, REG:Opinions and Exhibits, cited, item three.
29. REG Auditor's Report, Jan. 31, 1934, This was less than had been anticipated - see 76-77, supra.
30. REG Auditor's Report, Dec. 10, 1934, p. 8. See also the original contract in D.F.W. files.
EASEMENT-PARCELS "B" & "C"
OBTAINED BY DEED FROM C.&O. RR.
11 MARCH 1933

NOTE:
DRAWN BY J. MIRRAKOSIS FROM MODIFIED DRAWING BY AUTHOR OF A BLUEPRINT ACCOMPANYING THE ORIGINAL DEED.

LOCATION PLAN
SCALE IN FEET
for the difference in costs between the original "without labor" contracts and those subsequently concluded. This shortage of skilled labor, and the inadequacy of relief funds delayed the progress of construction during July and August, 1933. 31

The work of construction upon the new James River Bridge was begun and concluded as follows:

<table>
<thead>
<tr>
<th>Bridge</th>
<th>Started</th>
<th>Completed</th>
<th>Toll Collection Begins</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Bridge and South Approach</td>
<td>5-11-33</td>
<td>10-22-34</td>
<td>12-1-34</td>
</tr>
<tr>
<td>North Approach</td>
<td>5-22-33</td>
<td>10-22-34</td>
<td></td>
</tr>
<tr>
<td>Second Street Approach</td>
<td>12-12-32</td>
<td>10-3-34</td>
<td></td>
</tr>
<tr>
<td>Cowardin Avenue Approach</td>
<td>1-15-34</td>
<td>11-30-34</td>
<td>32</td>
</tr>
</tbody>
</table>

Thus, as of December 10, 1934, the date of auditing of the Corporation’s books by R. F. C. auditors, the entire project had been completed with the exception of the erection of various signs and billboards for the purpose of directing traffic on U. S. Routes Nos. 1 and 60 over the new bridge. 33 The project, including the construction of two viaducts and the modernization of a third, had provided gainful employment for over 1000 men for a period of approximately 18 months. The bridges were formally opened to the public on November 3, 1934 amid impressive public ceremonies featuring an address by the Honorable Jesse H. Jones, Chairman of the Reconstruction Finance Corporation.34

31. RFC Auditor's Report, January 31, 1934, pp. 5-6. The supplementary contracts were dated October 2, 1934.
32. RFC Auditor's Report, December 10, 1934, p. 6; Annual Report, 1934, p. 47. Second Street Approach was begun on December 13, 1933 with part of $78,862.32 borrowed by Corporation from State-Planters Bank and Trust Co. prior to RFC loan. RFC Auditor's Report, January 31, 1934, p. 5.
33. Letter, July 2, 1936, Mr. Wicker to Mr. Halvering.
The structure which was thrown open to the public in November, 1934, was as modern a bridge as could be had or hoped for. It was a four-lane structure with a roadway forty feet wide, an adequate sidewalk for pedestrian traffic, and was of the finest reinforced concrete construction. At its maximum height the span was ninety feet above the river. No pains had been spared to make this one of the finest bridges of its type in the nation. The main span of the bridge was 3,710 feet in length, while the Second Street and Cowardin Avenue approach bridges were 295 and 190 feet long, respectively. The total cost of construction of this structure and its approaches was $1,130,076.59, of which $987,614.05 was actual construction cost, the remainder being engineering fees, general and administrative fees and accumulated interest during construction. This total includes $24,395 paid by the Corporation for land and rights of way which had to be acquired.

When Robert E. Lee Bridge was first opened, the volume of traffic using the newly constructed span justified the appointment of five toll collectors. A double shift was on duty from 7 A.M. to 11 P.M., one collector being able to handle the traffic from 11 P.M. to 7 A.M. with no difficulty. Toll collections were immediately described as "very good," and opinions were expressed with confidence that they could be counted on to carry the payments due upon

35. FEC Auditor's Report, Dec. 10, 1934, p. 6; Annual Report, 1934, p. 47. Over 57,000 barrels of cement were needed for construction of the main span and two approach bridges.
37. Ibid., pp. 7-6.
the bridge. All positions as toll collectors were filled from within the Department of Public Works, with appointments being made from lists which were available there.38

From this point and on, the story of Robert E. Lee Bridge assumes different characteristics from that of Mayo's Bridge, or, more specifically, from that of Ninth Street Bridge. There is no sad tale of continuous and costly repairs for, after all, Lee Bridge was and still is a comparatively new and, in any case, a solidly constructed span. Hence, we shall not deal with the matter of year to year repairs at all, except to say that ever since 1934 they have amounted to but a few dollars a year and have been negligible as compared with those of Ninth Street Bridge. The largest item of maintenance for any given year through 1946 when tolls were removed, was for salaries of the toll keepers. An adequate example is provided by the table on the following page.

During the very first month of operation of Robert E. Lee Bridge tolls in the amount of $3,870.74 were collected, this sum including the monthly installment from VECPO's annual fee of $20,000 and the sale of ticket books, and so on.39 The toll charges upon the bridge at that time were as follows:

<table>
<thead>
<tr>
<th>Class of vehicle</th>
<th>Toll charged</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passenger autos and motorcycles</td>
<td>$.10</td>
</tr>
<tr>
<td>Passenger autos with light trailers</td>
<td>$.15</td>
</tr>
<tr>
<td>Passenger buses</td>
<td>$.50</td>
</tr>
<tr>
<td>Light trucks - one ton and less</td>
<td>$.10</td>
</tr>
<tr>
<td>Trucks - one ton to two and one-half (2½) tons</td>
<td>$.15</td>
</tr>
<tr>
<td>Trucks - two and one-half (2½) tons to ten (10) tons</td>
<td>$.25</td>
</tr>
<tr>
<td>Trucks - ten (10) tons to twenty (20) tons</td>
<td>$.50</td>
</tr>
</tbody>
</table>

### Statement of Construction and Repairs to Robert E. Lee Bridge 1940

<table>
<thead>
<tr>
<th>Location</th>
<th>Contractor</th>
<th>Nature of Work</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>R.3. Lee Bridge</td>
<td>Toll Collectors</td>
<td>Salaries</td>
<td>$8840.93</td>
</tr>
<tr>
<td>&quot;</td>
<td>Laura W. Hank</td>
<td>Stenog.&amp; Clerk</td>
<td>630.00</td>
</tr>
<tr>
<td>&quot;</td>
<td>City of Richmond</td>
<td>Gas &amp; Water</td>
<td>210.02</td>
</tr>
<tr>
<td>&quot;</td>
<td>V&amp;EO</td>
<td>Electricity</td>
<td>90.54</td>
</tr>
<tr>
<td>&quot;</td>
<td>A.B.Dunford</td>
<td>Gen.repairs to bdg. &amp; toll house</td>
<td>532.34</td>
</tr>
<tr>
<td>&quot;</td>
<td>A.J.Lucas</td>
<td>Repairs to plumbing in toll house</td>
<td>11.56</td>
</tr>
<tr>
<td>&quot;</td>
<td>Various</td>
<td>Reps. to toll house</td>
<td>73.30</td>
</tr>
<tr>
<td>&quot;</td>
<td>T.L.Cockrell</td>
<td>Travel expenses in connection with registers</td>
<td>65.61</td>
</tr>
<tr>
<td>&quot;</td>
<td>Grace Sign Co.</td>
<td>Signs</td>
<td>42.75</td>
</tr>
<tr>
<td>&quot;</td>
<td>S.C. Stamp and Stationary Co.</td>
<td>Steel File Cabinet</td>
<td>23.75</td>
</tr>
<tr>
<td>&quot;</td>
<td>Various</td>
<td>Misc. Supplies</td>
<td>43.85</td>
</tr>
<tr>
<td>&quot;</td>
<td>Various</td>
<td>Printing ticket books, receipt books, etc.</td>
<td>139.71</td>
</tr>
<tr>
<td>&quot;</td>
<td>Syndor &amp; Hundley</td>
<td>Linoleum for desk</td>
<td>23.20</td>
</tr>
</tbody>
</table>

Source: Annual Report, 1940, p. 68.

Note: These expenditures for 1940 are typical. The reader will note that the larger part was expended for the administrative functions of Richmond Bridge Corporation rather than upon the bridge itself, the latter amounting to less than $1,000 for the entire year.
Heavy machinery and equipment and trucks 
over twenty (20) tons 1.00
Animal-hauled vehicles - per animal .10
Animal — when not hauling vehicles (except pets) .10
Pedestrians and bicycles Free 40

The ticket books referred to above were sold at the toll house at a discount of approximately twenty-five per cent from the rates listed above. Each book contained fifty tickets, each of which was serially numbered. 41

In the months that followed the monthly income of this one of the Corporation's four toll bridges showed a steady and gratifying increase, thus giving the Directors every reason to believe that the income from Lee Bridge alone would be sufficient to retire the entire outstanding debt of the Corporation. 42 Accordingly, by an ordinance approved August 15, 1935, permission was given the Mayor to execute on the part of the City an agreement between the Bridge Corporation, State-Planters Bank and Trust Company and the First and Merchants National Bank which would provide for the opening and operation of the Corporation's three viaducts free of tolls and obligating the City, in turn, to pay in consideration of this an annual fee of $12,500 to the Corporation until its indebtedness to R. F. C. had been discharged. 43

41. Ibid.
42. See complete list of monthly income of the Corporation in appendix for details.
This agreement was concluded shortly thereafter, on August 30, and tolls were accordingly lifted from all of the Corporation's spans except Robert E. Lee Bridge which was to bear the brunt of all subsequent payments to R. F. C. At the same time, the annual payment by VFPCO to Richmond Bridge Corporation was reduced from $20,000 to $17,500 per annum. In the meantime, the monthly income of Robert E. Lee Bridge continued to increase satisfactorily. It was expected at this time that the loan would be liquidated and the bridges would become the property of the City within twenty to twenty-five years.44

The next significant step in the story of the Robert E. Lee Bridge was the refinancing of the venture which occurred in 1938. In that year, because of an unusually good bond market then prevailing, the Corporation found an opportunity to refinance the original bond issue at a substantially lower rate of interest.45 The reader will recall that the bridge venture was originally financed by the sale of $1,000,000 principal amount of 5% Serial Secured Notes & Reconstruction Finance Corporation. As of the first of February, 1938, $1,510,000 principal amount of those notes was outstanding. The payment of the original principal amount of the loan had been secured by the issuance of $1,070,000 principal amount of 6 3/4% Serial First Mortgage Bonds.

On February 1, 1938, the Corporation and its trustees agreed to the refinancing of the Corporation at a substantially lower rate of interest. Of the total amount then outstanding, it was agreed

44. Annual Report, 1938, p. 131.
that $10,000 should be paid, leaving an outstanding $1,000,000 of
debt, and the notes evidencing this amount were sold by R. F. C.
to A. C. Allyn and Company, Inc., Chicago, Ill., and to Mason-Hagen,
Inc., Richmond. The debt of the Corporation was thereafter evidenced
by the issue of $1,500,000 principal amount of Bridge Revenue 4%
Refunding Bonds, and the certificates therefor were issued, the
agreement to do so being known as the Supplemental Indenture, dated
as of February 1, 1938. The securities which were replaced by this
refinancing were accordingly canceled. Of the $1,500,000, a total of
$750,000 was evidenced by issuing this amount of Series "A" 4% Re-
fining Bonds, and the remainder of the debt was evidenced by issuing
a like amount of Series "B" Bonds. The former were to mature annually,
while the latter would mature as a block on February 1, 1953. The
Bridge Corporation, in any case, reserved the right of calling, on
thirty days notice prior to February 1 of each year, an amount not
to exceed $50,000 annually of the Series "B" Bonds, and the entire
issue was redeemable as a whole at the option of the Corporation on
any interest payment date on or after August 1, 1950. 56

56. Richmond Bridge Corporation to First and Merchants National
Bank of Richmond as Trustee, Supplemental Indenture dated as of
February 1, 1938, at passing Annual Report, 1938, pp. 67-68; Re-
port on Audit - Richmond Bridge Corporation - Richmond, Virginia-
as of May 31, 1938, p. 2. The latter reports supplemented the
NCG Auditor's Report after the refinancing in 1938, and are here-
inafter cited as Report on Audit, followed by the closing date of
the period audited. Sample forms of Series "A" and "B" 4% Refund-
ing Bonds are given in the appendix.
The entire issue of Bridge Revenue 4% Refunding Bonds is as follows:

<table>
<thead>
<tr>
<th>Series</th>
<th>Maturity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;A&quot;</td>
<td>Feb. 1 - 1939</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>Feb. 1 - 1940</td>
<td>50,000.00</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>Feb. 1 - 1941</td>
<td>50,000.00</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>Feb. 1 - 1942</td>
<td>50,000.00</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>Feb. 1 - 1943</td>
<td>50,000.00</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>Feb. 1 - 1944</td>
<td>50,000.00</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>Feb. 1 - 1945</td>
<td>50,000.00</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>Feb. 1 - 1946</td>
<td>50,000.00</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>Feb. 1 - 1947</td>
<td>50,000.00</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>Feb. 1 - 1948</td>
<td>50,000.00</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>Feb. 1 - 1949</td>
<td>50,000.00</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>Feb. 1 - 1950</td>
<td>50,000.00</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>Feb. 1 - 1951</td>
<td>50,000.00</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>Feb. 1 - 1952</td>
<td>50,000.00</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>Feb. 1 - 1953</td>
<td>50,000.00</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>Feb. 1 - 1953</td>
<td>$750,000.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>1500,000.00</td>
</tr>
</tbody>
</table>

We might add here that the method of refinancing was approved by the Stockholders, and the Board of Directors met on February 4 and approved their action. At this time, as usual, the financial status of the Corporation was found to be excellent.48

There were no further significant developments following the refinancing in 1938, with the exception of the installation of Omen type registers and Roll Collectors at the toll house, at the cost of the Corporation late in 1940. The authorization for this installation was given by the Board of Directors at their meeting on September 19, 1940. The equipment cost $1,184.83, and was placed in operation in the early part of 1941.49

As indicated in Chapter II, Robert E. Lee Bridge was opened free of tolls to all cars bearing City of Richmond license plates.

47. Report on Audit, Ibid., p. 4.
from April 4 through June 4, 1941 during the repaving of Mayo Bridge. This brought a substantial increase in the volume of traffic crossing the newer span, especially between the hours of four and six P.M. and was handled only with considerable difficulty. Shortly thereafter, structural changes were undertaken upon the approaches to the bridge in order to render them usable by four-lane traffic rather than two as before. Further steps were taken in 1941 to render the crossing of military convoys easier, and additional Ohmer Toll Indicators and Recorders were installed at a cost of $5,233.66.50

The war which began in 1941 had its effects upon Robert E. Lee Bridge, as upon the other structures across the James, which are best described by the following excerpt from the Annual Report of the Director of Public Works for that year.

Immediately following the outbreak of war on December 7, 1941, United States soldiers assumed duties of guarding this bridge, which being on United States Route 71 is considered of vital importance to the army. Fortunately, the new toll houses were available and were immediately turned over to the guard detail for their use.

Although toll collections on the Robert E. Lee Bridge continued to show an increase during the past year, it is doubtful if toll traffic will maintain its present volume because of tire rationing. However, no noticeable decrease has been observed up to the present time...

The Board of Directors of the Richmond Bridge Corporation at a meeting held April 1st, 1941 authorized the passage toll free of all vehicles of the armed forces of the United States. Passage toll free was also authorized for all cars driven by men in uniform of any of the armed services of the United States. 51

51. Ibid., pp. 63-64.
The Director of Public Works was quite correct in his prediction that toll collections would decrease, as reference to the table in the appendix will clearly show. The causes were such items as gas and tire rationing, resultant decreases in automobile use for pleasure driving, the large number of exemptions to tolls, and so on. But there was no cause for alarm insofar as the financial status of the Corporation was concerned, for there were adequate funds in the Sinking Fund to cover, when combined with even the decreased toll collections and the annual fees of VACO and the City, 2½/4 all payments due upon the Bridge Revenue 4% Refunding Bonds.

As of 1943, the outstanding bonded indebtedness of the Corporation totaled $1,000,00. And, as indicated above, there was little concern on the part of the officials of the Corporation that tolls were on the decrease. The reasons for this are clearly indicated in the following table which shows annual toll collections from 1934 through 1943:

<table>
<thead>
<tr>
<th>Year</th>
<th>Collections (in dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1934</td>
<td>$24,233.95</td>
</tr>
<tr>
<td>1935</td>
<td>124,683.02</td>
</tr>
<tr>
<td>1936</td>
<td>142,414.42</td>
</tr>
<tr>
<td>1937</td>
<td>169,504.15</td>
</tr>
<tr>
<td>1938</td>
<td>173,931.10</td>
</tr>
<tr>
<td>1939</td>
<td>183,851.87</td>
</tr>
<tr>
<td>1940</td>
<td>204,617.39</td>
</tr>
<tr>
<td>1941</td>
<td>260,159.28</td>
</tr>
<tr>
<td>1942</td>
<td>228,627.79</td>
</tr>
<tr>
<td>1943</td>
<td>208,298.16</td>
</tr>
</tbody>
</table>

Thus, by 1943, almost the entire cost of the venture had been met by toll collections and annual fees alone. The low point in income during the war years was 1945, but as one can see in the

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Table above the reduction in income was not so drastic as to cause any alarm.

From 1944, the year before the war ended, through August, 1945, when tolls were finally lifted from Robert E. Lee Bridge, there was again a steady increase in toll collections as the restrictions of the war tended to be eased and then completely lifted.

<table>
<thead>
<tr>
<th>Year</th>
<th>Collections</th>
</tr>
</thead>
<tbody>
<tr>
<td>1944</td>
<td>225,451.62</td>
</tr>
<tr>
<td>1945</td>
<td>282,539.04</td>
</tr>
<tr>
<td>1946 (6 months)</td>
<td>258,546.69</td>
</tr>
</tbody>
</table>

By May, 1946, it was becoming more and more apparent that the lifting of tolls on Robert E. Lee Bridge would soon be a reality.

On the sixteenth of that month, Mr. Wicker, President of Richmond Bridge Corporation, informed Mayor Hubert that arrangements to do so might be made within the near future. At this time the outstanding indebtedness of the Corporation totaled $700,000 in 4% Bonds. But, with $110,720.21 cash on hand and $325,000 invested in government bonds, the Corporation already had more than enough to retire the entire outstanding bond issue, not to mention the income which would be derived from toll collections and fees by the end of 1946. This condition had been anticipated as early as October, 1945, when the Board of Directors of the Corporation had first considered the lifting of tolls, though no decision was then forthcoming.

In view of the existing situation, steps were undertaken during the spring and summer of 1946 by means of which the tolls might be suspended and the bridge turned over to the city. There were put forth suggestions that the city should continue to operate the span as a toll bridge when it took it over as a source of municipal revenue, but these suggestions came to naught while causing considerable trouble as we shall see. At this time, also, some difficulty was encountered in locating the holders of the outstanding bonds of the Corporation whose permission had first to be obtained before action could be taken toward lifting the tolls prior to 1953. By July 20, however, it was ascertained that the following were holders of these bonds, and they were accordingly contacted:

<table>
<thead>
<tr>
<th>Bond Holder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>First and Merchants National Bank of Richmond, Va.</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>Chemical Bank and Trust Company, New York City</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>Northwestern Mutual Life Insurance Co., Milwaukee</td>
<td>$210,000.00</td>
</tr>
<tr>
<td>Hartford Connecticut Trust Company, Hartford</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

Soon after being contacted, these all submitted their approval to the preliminary retirement of their bonds.57

In the meantime, an unfortunate series of events had occurred which hastened the process which had already been initiated.

In the late spring of 1946, Mr. John J. Wicker, Jr., who had since retired as President of the Bridge Corporation and had been succeeded

56. Letter, July 20, 1946, Horace Edwards to Board of Directors, RBC.
57. See texts of these letters in D.F.W. file.
by Mr. Henry Woody, began a correspondence with various members of
the Board of Directors and of the City Government, the object of
which was to hasten the lifting of tolls. He held that there were
sufficient funds on hand and that there was no need to continue
the charges any longer in view of the pledges of the Corporation
to the Federal Government that tolls would be lifted as soon as
sufficient funds were available. Wicker suggested that this might
be done by July 4 at the latest. 53

As it became more apparent that tolls would not be lifted
immediately, and the evidence seems to indicate that the Corpora-
tion could not do so at this early date due to the above-mentioned
difficulty in locating the bond holders and securing their per-
mission, various persons, Mr. Wicker among them, attacked the Cor-
poration and various City officials, charging that there was a
plot to continue tolls upon Robert E. Lee Bridge, at least for out-
of-City vehicles, to pay for the damage they did the Bridge and for
general maintenance. 59 That such a plan was considered at one
time or another by those who controlled the bridge is evident, but
whether they were prepared to go through with such a scheme in the
summer of 1946 was and still is open to debate, though the Board
of Aldermen did actually pass a resolution on July 9 calling for
such a plan. 50

59. Richmond News-Leader, July 20, 1946, editorial entitled "Drop
This Dishonest Plan!"
60. Ibid.
On July 28, the Board of Directors of the Automobile Club of Virginia, meeting at the Petersburg Hotel, Petersburg, unanimously went on record as favoring immediate abolition of tolls on Lee Bridge, and it was voted to test the constitutionality of the continued toll collection. In a letter dated three days later, Henry Woody, President of the Corporation, was advised that on Thursday, July 18, at 3:00 P.M., J. Wise Wescott, General Manager of the Automobile Club would drive the Club's car across the bridge and that he would refuse to pay the toll as a test case. The letter urged that the Corporation take immediate steps to render such an attempt unnecessary. 61

Since the demands of the Automobile Club were not met, Wescott, accompanied by Mr. Wicker, as counsel, W.C. Locker, Club treasurer, and A.R. Jones, assistant Club manager, drove across Robert E. Lee Bridge at the designated time and refused to pay the toll when stopped at the toll house. No action was taken at that time except that the toll keeper took down the necessary information from Wescott's driver's permit and license tag. 62 By the following day, however, the report of the bridge attendant had been turned over to the Department of Public Works, and it was indicated that action against Wescott would be taken. 63

In the meantime, the already complicated situation became further involved when it was learned that one Harold Taylor, a

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resident of Colonial Heights had been arrested three days previously for having refused to pay the toll on July 9. The matter became more and more heated, and Board members of the Corporation and City officials declined all public comment. Charges were cast back and forth by both sides. And while this was going on, Wescott went free, no charges having been preferred, and there were unconfirmed reports that more and more motorists were refusing to pay the toll. But, all seemed to be agreed upon one point: that Richmond Bridge Corporation had accomplished its purposes and would have to be abolished. Whatever disposition was made as to the matter of tolls thereafter would be the City's problem, and it was about the latter that the fight raged.

On July 25, Mr. Woody announced that all motorists not paying the toll would be arrested, and it was learned that the previous day one T. Sanyour had been arrested for not doing so. The result of this dispute was a suit filed in Circuit Court, City of Richmond, entitled G. Wise Wescott vs. Richmond Bridge Corporation, et al. This brought a temporary judgement in favor of the complainer on September 12, 1945, whereby Judge Julien Gunn ordered that pending final disposition of the case, tolls on Lee Bridge be temporarily suspended. This was followed on December 13, 1946, with a final order by Judge Gunn that

...the Court doth ADJUDGE, ORDER AND DECREES that the collection of tolls for the use of Robert S. Lee Bridge be, and it hereby is, permanently terminated.

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64. Ibid.
66. Ibid., July 25, 1946.
67. See texts of the two orders in appendix.
In the meantime, the Board of Directors, following the preliminary order of Judge Gunn, approved a resolution at their meeting held on October 31, 1946, which authorized the trustees to pay all the obligations of the Corporation and to turn the balance over to it, the payment of such obligations having been authorized at a previous meeting. 68

A further result of this meeting was the payment to the City Comptroller, on December 11, 1946, the Corporation's balance after expenses of $86,549.72, while a balance of $2,500 was retained by the Corporation to cover such incidentals as final audit, refund on unused ticket books, and so on. 69

Between this time and the final dissolution of the Corporation on August 30, 1948, the bridges and other holdings of the Corporation were turned over to the City. As had been planned originally, the City then became the sole owner of Robert E. Lee Bridge, and it has exercised full control over since. Richmond Bridge Corporation had performed its task creditably and with honor, and it is unfortunate that its last days were marred by public dissention.

69. Ibid. See also "Consent to Dissolve Richmond Bridge Corporation," July, 1948.
CHAPTER V - BOULEVARD BRIDGE

Of the four bridges with which we are concerned in these pages, that which is of least interest to us is the Boulevard Bridge which, in terms of chronology, is the third structure across the James River, though in location, as we have been travelling from east to west along the river, it is the fourth and last. Not that the story of this bridge is not interesting, but it was constructed by private persons and is still owned by them. As we have been concerned here primarily with the structures owned by the City, Boulevard Bridge thus is of less interest to us and will be dealt with but briefly in the following pages.

The need for a bridge in the extreme west end of Richmond at the beginning of the third decade of this century was obvious to even the most casual observer. By that time there had been considerable development in the Westover Hills area on the south bank of the James, as well as some development of the region west of the Boulevard on the north bank extending out to the vicinity of the University of Richmond which lay, at that time, in the county. A bridge to serve this extreme west end of the city was clearly needed, for without it residents of this area were obliged
to drive a considerable distance to get to Ninth Street Bridge in order to cross the river. It was clear that the trend of development in Richmond was toward the west end and out into the neighboring county, and that the need for a new structure would be on the increase with the passing of the years.

Accordingly, a group of enterprising Richmond business men, who had a personal interest in the Westover Hills Development, formed the Boulevard Bridge Corporation in the early twenties for the purpose of erecting a new bridge to serve and to promote the development of this area. Late in the fall of 1922, the Corporation succeeded in securing the passage of an ordinance granting it permission to build a new structure in the vicinity of the Pump House in William Byrd Park.¹

The ordinance, which was approved December 15, 1922, granted the said Corporation permission to erect the span, and then set forth a number of provisions and specifications which are of some interest. The bridge was to be of reinforced concrete and steel, with a roadway twenty feet in width, and the plans and specifications were to be prescribed by the Director of Public Works of the City of Richmond. The cost of the new span was to be not less than $150,000 nor more than $175,000. The location was set forth as a point from the southwestern limits of the City on the southern shore of the James to a point on the southern boundary of Byrd Park on the north shore of the river. The permission granted was subject to a number of con-

¹ Annual Report, 1922, p. 2.
ditions having to do with the City's rights to the bridge, dates of construction, approaches to the north and south, the City's option to purchase the bridge from its owners and so on. The reader is referred to the complete text of the ordinance in the appendix for complete details.3

As a guarantee that it would meet the provisions of the ordinance above, the Bridge Corporation put up a bond, several months later, which was formally accepted by the City in a joint resolution approved August 17, 1923. The bond was filed with the City Controller along with similar records.3

The bridge was constructed in 1924 by the Atlantic Bridge Company of Roanoke, Va., the structural steel used being fabricated by the Virginia Bridge Company of the same city.4 Throughout the period of construction the City and the Boulevard Bridge Corporation worked together harmoniously: the City checked plans and specifications, it tested concrete and steel, and constantly kept a watchful eye over the construction through Mr. J. W. Jewell, the City Inspector.5

As an example, it was determined by the City in the fall of 1924 that concrete being poured at that time had a low breaking point, and the Corporation was accordingly asked to take remedial steps. Shortly

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3. Ibid., p. 242.
thereafter the Corporation advised the Director of Public Works that the amount of cement per cubic yard of concrete had been increased from six bags to seven and the strength of the concrete thus increased. This is but one example of the cooperation which existed between the Corporation and the City, but it is typical.

The ordinance of December 15, 1922, was amended by a subsequent ordinance approved July 9, 1934 in a number of minor particulars which need not concern us here. It might be mentioned, however, that the permissible maximum cost of the structure was increased from $175,000 to $275,000.

The new bridge which was erected by the Boulevard Bridge Corporation in 1924 was located approximately two miles to the west of the site later chosen for Robert E. Lee Bridge. It is approximately 2032 feet in length and extends in a generally north-south direction from Westover Hills Boulevard on the south bank of the James to Pump House Drive in Byrd Park on the north bank. The roadway, twenty feet in width between the curbs, is a six inch reinforced concrete slab, and to either side there is a concrete sidewalk four feet in width.

The supporting framework is of structural steel throughout the bridge but varies in type for different portions of the structure, as is clearly indicated by the diagram accompanying this chapter.

Beginning at the south end, the structure is a viaduct approximately 390 feet in length of steel beams supported on steel towers.

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8. Myers Report, p. 3.
which extends across the flood plain of the river on which is located a single track of the Southern Railway Company. Thereafter, for a distance of 1113 feet the bridge extends over the river channel, and here the supporting framework is of steel trusses, alternately cantilever and suspended spans, supported on concrete piers. The section of the bridge over the flood plain to the north consists mostly of plate girders of cantilever design supported on concrete piers, which extend over the double track of the James River Branch of the Chesapeake and Ohio Railroad to the old James River and Kanawha Canal which is spanned by a truss. North of the canal there are four steel beam spans supported on concrete columns. In all cases, however, the foundations are of concrete and bear on rock in the river bed or shore below.

The grade line of the bridge is level over the river channel and the greater part of the northern viaduct, but the approaches at both ends are higher than the bridge, and in order to meet them the entire south viaduct was set up on a 7½ grade and the north viaduct, for a shorter distance, on a 5½ grade. So much for the physiognomy of the Boulevard Bridge.

The new structure was erected at a cost of approximately $275,000, and was opened to the public as a toll bridge on January 1, 1925. The public was permitted to use the bridge free of charge.

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9. Ibid., pp. 3-4.
10. Ibid., p. 4. The posted loading on this span is Gross 8 Tons, or 6 tons on each of 2 axles not less than 10 feet apart. "Statement," Oct. 30, 1947, in O.R.W. file.
11. Richmond News-Leader, December 15, 1924; April 15, 1930. The latter article was in declaring that the bridge was opened to the public on Dec. 23, 1922, in view of contemporary accounts indicating Jan. 1, 1925, as date of opening.
from January 1 through 4 as an inducement to use this route thereafter. The toll rate was then ten cents per crossing for most types of vehicles, though residents of Westover Hills were later granted free passage as an inducement for more persons to move into this area. ¹²

On the opening day, the Director of Public Works was advised by the Director of Public Utilities that the Bridge Corporation had complied with all requirements of the enabling ordinance as to provision for electric conduits and water and gas pipes on the bridge, and that such work had been approved. Later in January, 1925, Colonel Compton, Director of Public Works, requested that Department trucks, sprinklers, flushers, and so on, be permitted to cross Boulevard Bridge free of toll as had been the practice upon other privately owned bridges in the City in the past. This was to be in addition to the free passage which had already been given certain City officials by the Corporation. A few days later the bridge was opened free of toll to all vehicles of the Department of Public Works which were clearly marked as City property, and this has been the case ever since, applying to the vehicles of all other departments as well. ¹³

Also on January 1, 1925, Colonel Compton advised Major Myers that the bridge, having been constructed in accordance with the City's specifications, was approved. ¹⁴ And, by July 22 of the same year

¹² News-Leader, Ibid. Still later, students and others affiliated with the University of Richmond and having a University "sticker" on their cars were granted free passage during certain hours of the school day. In 1945, the toll rate was 10¢ for cars, slightly more for trucks, and 5¢ for pedestrians and bicycles. News-Leader, Oct. 28, 1945. See facsimile advertisement on following page in text above. The charge for pedestrians is no longer collected.


¹⁴ Letter, Jan. 1, 1925, Compton to Myers.
OPENING OF THE
NEW BOULEVARD BRIDGE

THE NEW BOULEVARD BRIDGE across the rapids of James River from
the Pump House Drive in William Byrd Park to the beautiful
River Side Drive, Southampton, Midlothian, and all points
south and southwest, including a quick route to Petersburg
and avoiding downtown congestion, many grade crossings and
affording a delightful scenic drive, will be opened for traffic on
New Year's Day. The public is invited as our guests to use the
bridge from January 1st to Sunday, January 6th, inclusive.

DO YOU APPRECIATE the beauties of your own William Byrd Park,
with its lakes, groves, trees and lawns? Do you realize
that the Riverside Drive and Westover Hills, with the new
Bridge virtually become extensions of its charms and af-
ford an additional lovely drive for the tired business man and his
family? If not, take this drive and in twenty minutes you will reach
an environment as truly rural and beautiful as if you had traveled
hundreds of miles.

A SMALL ORNAMENTAL enameled brass badge for the front of your
car can be obtained for $10.00 and entitles the car to un-
limited use of the bridge for the calendar year of 1925, re-
gardless of the number of passengers carried. This badge
rate is applicable also to light delivery trucks, "trucks on pas-
enger chassis," as well as light one-horse delivery waggons. This
very low rate will be a great saving to the public. During the years
1925 and 1926 passes good for ten years from the date of issue will
be furnished free by Westover Hills to parties building within its
limits. The badge can now be bought of the toll keeper or the Hol-
laday Co., 945 West Broad St., and they will quickly attach it to
your car without charge for doing so. We earnestly request the pub-
lic to use these badges in order to co-operate with us in prevent-
ing stop at the toll house and making the bridge trip agreeable and
rapid.

THE ORDINARY TOLL RATE for passenger car, light truck on pas-
senger chassis and motorcycle is ten cents each way, re-
gardless of the number of passengers carried. Complete
schedule of tolls can be seen at Holladay's as well as at
the toll house.

IF YOU HAVE NOT SEEN the view from this bridge, don't fail to
avert yourself of this opportunity. The scene is unspak-
ably beautiful.

By order of the Board of Directors,
Boulevard Bridge Corporation,

By E.T.B. Myers, Jr., Trea.
the Corporation had conveyed to the City title to certain portions of
the north and south approaches to the bridge as required by the enabling
ordinance. 15

Throughout the remainder of the twenties, relations between
the Corporation and the City continued to be good, and the revenues of
the bridge presumably were such as to cause the directors of the Cor-
poration no concern as to paying off their bonded indebtedness. But,
by the spring of 1930, a major problem of a financial nature was re-
vealed.

For the past five years the Boulevard Bridge had been operated
free from taxation by either the City of the State. This had resulted
from an apparent belief on the part of City officials that the bridge
came under the heading of utilities and hence was taxable by the State.
The State Corporation Commission, on the other hand, apparently had
labor ed under the impression that the bridge was assessed by the City,
since both ends were within the corporate limits of the City. But, by
April, 1930, the error had been discovered, and it was announced at
that time that not only would the bridge be placed on the assessment
books of the City for 1930, but that the Commission of Revenue would
also assess taxes against the Bridge Corporation for the previous three
years. The law did not permit the assessment for back taxes beyond
three years. 16

The City's power to tax the Boulevard Bridge was ascertained
upon the basis of a recent ruling of the State Corporation Commission

15. Letter, July 22, 1925; Asst. City Attorney to Col. Compton.
Roadway Boulevard Bridge

Northern Approach to Boulevard Bridge
on a question of a somewhat similar nature in respect to the then new bridge across the James River at Newport News, with the Commission holding that the power to tax this structure lay entirely with the City of Newport News. It was estimated that should Boulevard Bridge be placed on the City's assessment books at a valuation of approximately $300,000 and taxed at a rate of 32.35 per hundred, which amounted to about $4700 per year, then the City had lost between $22,000 and $25,000 in taxes during the five years the bridge had operated tax free. In any case, the full amount could never be recovered.17

By April 18, 1930, the City had been informed by the State Department of Taxation that it was due approximately $10,000 in back taxes. At the same time, it had been learned that the Bridge Corporation had paid the State about $4,000 in taxes during the years 1927-1929, inclusive, and that it would apply for refund. The State declared that the City might tax the Corporation at the rate of $2.20 per $100 and that after this had been done it would refund the taxes erroneously paid it. The taxation of Boulevard Bridge as tangible personal property was in accordance with section 283 of the tax code in which bridges of this nature were so designated. The City's rate on tangible personal property was 32.35 while that upon real estate was 32.35. The State had been collecting taxes at the rate of 75¢ per $100 for 1929 and at 85¢ for 1927 and 1928 because of the mistaken classification of the bridge as "capital." The valuation had been set at about $150,000 by the State.18

17. Ibid.
18. Richmond Times-Dispatch, Apr. 19, 1930.
By the end of the month, the bridge had been declared tangible personal property by the City, taxable at the rate of $2.30 per $100, with the assessment set at $200,000. This amounted to a total of $4,400 per year, and thus the total amount payable by the Corporation by December, 1930, was $17,600.19 When the matter was finally settled in December, however, the amount ultimately paid by the Corporation to the City was $10,000 in back taxes.20

In the late winter of 1932 there occurred a short-lived movement in the counties nearest Boulevard Bridge which aimed at providing free use of this bridge by the citizens of these areas. This took the form of petitions addressed to the State Highway Department, which was believed to be the appropriate agency to secure such exemption from tolls. The petitioners argued that

1) the money of county residents had been used to construct highway approaches to the privately owned bridge in the form of taxes;

2) that the State Highway Department had permitted the proprietors of the bridge to erect advertising posters along state roads to advertise their bridge "for the purpose of increasing patronage";

3) that property owners in Westover Hills were exempted from tolls while others were charged;

4) that the City had failed to exercise its option to take over the bridge at cost at any time within five years after construction; and

5) that residents of areas to the south of the James River

19. Richmond Times-Dispatch, April 24, 1930.
20. Ibid., December 5, 1941.
who wished to visit the War Memorial or to take advantage of the facilities of Byrd Park in Richmond "are required to pay toll...." 21

Such petitions were first circulated in Chesterfield County, and were followed within a few days by sympathy petitions in Westover Hills and Forest Hills Terrace. The petitions did not seek state ownership of the bridge, but some sort of plan whereby the citizens of these areas could use the bridge without paying tolls; by a rental agreement, possibly. 22

The upshot of it all was that the State Highway Commission declared that it had no authority to provide free use of the bridge since it lay predominantly within the corporate limits of the City of Richmond. 23 And, there was little agitation at this time on the part of City residents for free passage in spite of the City's construction and maintenance of approaches to the bridge. The petitions passed into quiet oblivion.

Repairs to Boulevard Bridge have generally been negligible throughout its life. Never have extensive repairs been carried out as, indeed, they have hardly proven necessary. In this respect, Boulevard Bridge compares favorably with Robert E. Lee Bridge, and again we must point out the marked contrast between these two structures and the costly Ninth Street Bridge. Of course, this situation arises to a considerable extent out of the bridge's steel and reinforced concrete construction and its design specifically for mechanized traffic. Furthermore, in the past the Bridge Corporation

23. Ibid., Nov. 9, 1932.
has been reasonably diligent in maintenance of the structure, painting the steelwork regularly and rendering other repairs immediately as needed. The bridge was very well constructed, and in 1946, in spite of a number of floods in the intervening twenty-one years since its construction, the concrete piers were still in excellent condition. 24

It is not within the scope of these pages to enter upon a detailed account of the financial status of the Boulevard Bridge Corporation. The statement of income and expenditures for 1938 on the following page is reasonably typical of the Corporation's finances during the 'thirties and is not much different from the state of affairs today, with the understanding, of course, that both income and operating costs are higher now than in 1938. Boulevard Bridge paid for itself long ago through tolls, fees, and so on. Over a three year period from 1938 through 1940, the average yearly income of the Corporation was $49,222.87 per annum.

<table>
<thead>
<tr>
<th>Year</th>
<th>Revenue</th>
<th>Expense</th>
<th>Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>1938</td>
<td>$52,623.40</td>
<td>$8,345.27</td>
<td>$44,278.13</td>
</tr>
<tr>
<td>1939</td>
<td>$57,659.85</td>
<td>$9,339.39</td>
<td>$48,320.46</td>
</tr>
<tr>
<td>1940</td>
<td>$64,510.70</td>
<td>$9,540.70</td>
<td>$54,970.00</td>
</tr>
</tbody>
</table>

Figures depicting the effects of World War II upon the income of Boulevard Bridge Corporation were not available at the Department of Public Works, but it is safe to assume that there was a period of decline similar to that of Robert E. Lee Bridge, resulting from gas rationing, reduced pleasure driving, and so on.

24. Royer Report, p. 5. See also various letters and statements in D.P.W. file relative to repairs.
BOULEVARD BRIDGES CORPORATION - STATEMENT OF PROFIT AND LOSS FOR THE YEAR ENDING DECEMBER 31, 1938

**Income:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chesapeake and Potomac Telephone Co.</td>
<td>$300.00</td>
</tr>
<tr>
<td>Fare</td>
<td>$227.50</td>
</tr>
<tr>
<td>Pocket Fare</td>
<td>$33.00</td>
</tr>
<tr>
<td>Rutherford Freight Lines</td>
<td>$240.00</td>
</tr>
<tr>
<td>Tolls</td>
<td>$48432.30</td>
</tr>
<tr>
<td>Ticket Books</td>
<td>$1200.00</td>
</tr>
<tr>
<td>Virginia Electric &amp; Power Co.</td>
<td>$360.00</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td><strong>$58,923.40</strong></td>
</tr>
</tbody>
</table>

**Expenses:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertising</td>
<td>$520.27</td>
</tr>
<tr>
<td>Annual Pass Tags</td>
<td>$161.19</td>
</tr>
<tr>
<td>Directors Fees</td>
<td>$70.00</td>
</tr>
<tr>
<td>General Expense</td>
<td>$85.05</td>
</tr>
<tr>
<td>Insurance Expense</td>
<td>$873.64</td>
</tr>
<tr>
<td>Light Expense</td>
<td>$507.02</td>
</tr>
<tr>
<td>Money Meters</td>
<td>$146.00</td>
</tr>
<tr>
<td>Office Expense</td>
<td>$672.00</td>
</tr>
<tr>
<td>Printing, Postage &amp; Stationary</td>
<td>$11.71</td>
</tr>
<tr>
<td>Repairs and Maintenance</td>
<td>$170.00</td>
</tr>
<tr>
<td>Salaries and Wages</td>
<td>$4657.30</td>
</tr>
<tr>
<td>Tollhouse Expense</td>
<td>$192.34</td>
</tr>
<tr>
<td>Tollkeepers Uniforms</td>
<td>$157.75</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>$8,345.27</strong></td>
</tr>
</tbody>
</table>

**Income Before Taxes, Insurance and Depreciation**

$44,478.13

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Income Tax</td>
<td>$878.93</td>
</tr>
<tr>
<td>Federal Income Tax</td>
<td>$5140.24</td>
</tr>
<tr>
<td>Capital Stock Tax</td>
<td>$250.00</td>
</tr>
<tr>
<td>Corporate Tax</td>
<td>$80.00</td>
</tr>
<tr>
<td>Depreciation</td>
<td>$5222.02</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>$3993.34</td>
</tr>
<tr>
<td>Amortized Bond Expense</td>
<td>$247.94</td>
</tr>
<tr>
<td>Personal Property Tax</td>
<td>$3055.65</td>
</tr>
<tr>
<td>Social Security Tax</td>
<td>$51.19</td>
</tr>
<tr>
<td>Tax on Capital</td>
<td>$18.76</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$20,141.54</strong></td>
</tr>
</tbody>
</table>

**Net Income For Year 1938**

$84,336.59

Movements toward the acquisition of Boulevard Bridge by the City have been numerous in the past, especially during the 'forties, but they have all been in vain. The original ordinance granting Boulevard Bridge Corporation the right to construct and operate the bridge included an option whereby the City might acquire the complete rights to the structure within five years after construction upon payment of 2/3 of the construction cost. But, the City never exercised this option and allowed it to lapse in 1929 in the face of an offer by the Corporation to sell for $273,000.

The question of City acquisition of Boulevard Bridge came up for serious consideration late in 1939 with the City Attorney being directed by the Council Committee on Public Buildings, Properties and Utilities to ascertain the price at which the City might purchase the structure. This directive was the result of a proposal by Councilman John Hirschberg to purchase the span and open it as a free bridge. Action by Council was deferred pending the report of the City Attorney. Nothing of importance came of this proposal.

In August, 1941, the firm of Mason-Hagan, Inc., representatives of the Boulevard Bridge Corporation, was authorized to sell Boulevard Bridge, together with all rights of way, approaches and franchises to the City for $400,000. This sum was fantastic, for the estimated cost of an entirely new structure at this time to duplicate the existing one was but $355,000, and if constructed to

26. See text in appendix.
27. Richmond Times-Dispatch, December 29, 1939.
28. Ibid.
29. Letter, August 13, 1941, Mason-Hagan, Inc., to C.M. Bowers, Dir. DPW.
accommodate much greater weight loads, $291,000.30

In spite of the high cost being asked for the bridge, the City Council Finance Committee approved a proposal to purchase the structure on November 25, and sent it on to the Common Council for approval. Alderman L. R. Brown suggested at this time that the Charter of the City of Richmond Bridge Corporation might be altered to allow it to acquire the Boulevard Bridge, with the provision, though, that tolls be charged only upon non-resident cars. Alderman Brown's proposal also contemplated the immediate removal of tolls from Robert E. Lee Bridge for all cars with Richmond license plates. It was his contention that the income thus derived from non-residents alone would suffice to liquidate the R.F.C. loan on Lee Bridge.31 This entire plan was approved by the Finance Committee and sent on to the Common Council for approval.

In the meantime, a measure whereby the City might acquire Boulevard Bridge by condemnation proceedings had been pending in Council for a number of months, but nothing ever came of it.32 The Brown plan, on the other hand, could not go into effect if approved until permission had been received from the State Corporation Commission for the amendment of the Charter of Richmond Bridge Corporation.33

30. Letter, April 30, 1941, W.C. Adams to J.C. Hagan, Jr., Mason-Hagan, Inc. Adams, upon inspecting the bridge found it in excellent condition and estimated that should the City purchase it it would be necessary to expend an additional $80,95000 to render the structure capable of bearing greater weight loads.
31. Richmond Times-Dispatch, November 26, 1941.
32. Richmond News-Leader, November 26, 1941.
33. Ibid.
The Brown plan resulted in the passage of an ordinance, approved December 16, 1941, the purpose of which was

To grant to Richmond Bridge Corporation its successors and assigns upon amendment of the articles of association of said corporation by the State Corporation Commission so to do, the right to acquire, improve and operate the Boulevard Bridge as a toll bridge within the City of Richmond. 34

This matter continued on through the early months of 1942, but nothing ever came of it as in the case of the earlier condemnation plan.

For the duration of the war emergency, the question of City acquisition of Boulevard Bridge was dropped. At least there were no further proposals put forth. In 1945, however, the issue was raised again with the introduction in the Common Council on October 1, 1945, of a paper declaring that a public necessity existed for the acquisition of Boulevard Bridge. This was sponsored by Councilmen Charles D. Morris and J. A. Brown, both of whom were South Richmonders. They declared that the bridge should be City-owned and toll-free. For the time being, the paper was referred to the Committee on Streets of the City Council for study and recommendations. 35

By the seventeenth of October, Chairman L. R. Brown of the Finance Committee of the City Council announced that he would appoint a subcommittee within the next few days to confer with the owners of the Boulevard Bridge and others in respect to the City's proposal to take over the bridge. The price of the bridge at that time was still in the proximity of $400,000, but Mr. Brown was of the opinion that it might be secured at a more reasonable price, even if the City must resort to condemnation. 36

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34. Ordinance 1940-1942, p. 377.
35. Richmond Times-Dispatch, October 2, 1945.
The question dragged on in this manner for more than a year, with two groups being formed: those who favored City acquisition and those who opposed it. Of the latter group, Mayor Hubert was a staunch proponent, and in June, 1945, he described Boulevard Bridge as "a cheap job with only 12 more years of usefulness." In all fairness, however, this writer is compelled to declare that the Mayor's statement, while serving as fine propaganda to oppose acquisition, was unjustified by the facts. The Mayor Report of 1946 clearly shows that the Boulevard Bridge was in quite excellent condition, all things considered, and that its useful life in the future was dependent upon the manner in which it was maintained and otherwise cared for.

By this time, the Finance Committee had approved and sent to the Council for approval a resolution calling for the acquisition of Boulevard Bridge by purchase, gift or condemnation. It was the purchase of the bridge that Mayor Hubert specifically opposed, though he was on record as favoring the acquisition of the structure by gift or condemnation. In this respect, we must agree with the Mayor, for the price being asked by the Bridge Corporation was ridiculous.

By July 12, 1945, a joint resolution had been approved to declare that a public necessity exists for the acquisition of the bridge across James River extending from Byrd Park to the south bank of the river known as Boulevard Bridge. This came in the face of the inability of the City and the Boulevard Bridge Corporation to reach a satisfactory agreement as to finances.

38. Ibid.
But, as had become the rule in this matter, nothing came of the proposals and ordinances. And, as far as the author could ascertain, there have been no further plans to acquire Boulevard Bridge since 1946, at least none of any significance, though the question will most certainly continue to creep up from time to time in the future.
CHAPTER VI - CONCLUSION

Having presented the story of each of our bridges in the foregoing pages, we may now conclude with a few miscellaneous comments and observations which will bring our narrative up to date.

There is relatively little more that one may say about Mayo or Fourteenth Street Bridge. Since its construction in 1913 it has rendered yeoman service to the taxpayer at a relatively low cost of maintenance, as indicated. There would appear to be no reason why this structure should not continue to be of value to the City for many years to come under the proper care and maintenance. One major criticism which might have been rendered until recently was the poor condition of the approaches to this bridge, both north and south. This, however, was done away with while these pages were being written under the major street paving project undertaken by the City in the spring and summer of 1951.

The trolley tracks which crossed Mayo Bridge and so rendered driving upon the span somewhat uncomfortable were never removed. But this, too, was done away with when the bridge was resurfaced a year ago by the Asphalt Paving Service, Inc., the job being completed August 7, 1950. This resurfacing resulted in the

1. See note 61 and text page 51, supra.
complete covering over of the tracks so that they no longer hinder transit across the span. 2

The present status of Robert E. Lee Bridge leaves nothing to be desired other than an additional structure of similar design to alleviate the congestion which this bridge suffers at various hours during the day. Lee Bridge has served the City well during the past seventeen years, and it hard to conceive how Mayo and Ninth Street Bridges alone could have accommodated the vast volume of traffic which now traverses those three structures combined.

The manner in which Robert E. Lee Bridge was conceived, constructed and operated is commendable, to say the least, and it provides a truly bright spot in a picture which at times leaves much to be desired, especially insofar as Ninth Street Bridge is concerned.

With maintenance costs upon this structure at a minimum, it has not been a drain upon the pocket of the taxpaying citizen, and the amazing thing about it is that comparatively little of his money was used in the actual construction of the span.

The value of Lee Bridge is clearly evidenced by the fact that virtually all of the expressway plans which have been put forth in the past few years call for routing of traffic over this bridge, for none other would be able to bear the strain. It is/well built and well designed structure with all the grace and beauty that a modern bridge should possess, and it may be shown to the visitor with pride as an example of civic progress.

But if such is the case with Lee Bridge, what a horrible

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contrast if provided by the sordid story of Ninth Street Bridge. This writer, among others, is wholly unable to find any excuse for the continual existence of Ninth Street Bridge. True enough, it has and still is providing useful service to the community, but this veteran of many years of punishment should have been retired long ago and another substituted in its place. The story of replacing Ninth Street Bridge with a newer and sturdier structure, as indicated above, has been one of procrastination and political maneuvering which is wholly inexcusable. If Richmond may display pride over Lee Bridge she must at the same time reveal shame at this "black sheep" of her family of bridges. The vast sums which have been expended in the past for repairs and excessively demanding maintenance, which are entirely out of proportion to the value of the structure in the City's transportation system, would have provided Richmond with a modern four-lane structure of reinforced concrete, and so on, long ago.

A few months ago, Mr. Spivey, Structural Engineer, D.P.W., indicated to the author that should the proposed expressway by way of Lee Bridge become a reality in the future Ninth Street Bridge might later be replaced by a new structure to serve as an approach to the new highway. It is to be hoped with sincerity that such will be the case, expressway or no, for this waste of hard-earned dollars has gone on too long!

Though it is relatively narrow by present day standards, Boulevard Bridge has left little to be desired by way of service to the public. It is, however, to be regretted that the City did not

make use of its option to purchase the bridge for 2/3 of the con-
struction cost prior to the expiration of the option in 1929. But,
this is a thing of the past, and regrets will get us nowhere. In
the future, we may certainly hope that the City will take firm and
final action to secure this structure and open it free to the citi-
zens of Richmond, for this span is as much a part of the City's
system of bridges and communication across the James as any of the
others. It seems a little absurd to this writer that residents of
the west end should be forced to pay a toll in order to travel
across to their counterpart on the south bank. Insofar as service
is concerned, the bridge appears to be in excellent condition, though
it does vibrate considerably and is in need of paint at some points,
and there is no reason why its useful life should not encompass
several generations in the future. At the present time, however,
there is no program of City acquisition under way.

A word about new bridges in the future is not out of place
at this point. There is at the present time no official plan to
erect a new bridge across the James within the Corporate Limits of
the City of Richmond. One is needed, however, as one may see by
standing near Lee Bridge during certain "rush" periods and observ-
ing the great congestion upon this span. Thus, an additional bridge
to serve the downtown area would be highly desirable in the not too
distant future.

Someone is always talking about a new bridge, though, and
the recent agitation for an expressway through the City has in-
creased the number of such suggestions. As recently as November 10,
1951, State Senator Frank S. Richardson offered a proposal which is of some interest and will be dealt with briefly.

Senator Richardson's plan is based upon the idea of making use of the State's Revenue Bond Act, thus avoiding the necessity of taking money from the City and State tax funds. His proposed bridge, the purpose of which is to alleviate a part of Richmond's traffic congestion, would be located approximately in the vicinity of eight eighteenth Street, east. The span would run into Ninth Street Road in southside Richmond, while to the north the structure would run into an expressway route, from Shockoe Valley into U. S. Route Number I to the north of the City by way of the Richmond-Henrico Turnpike. The new bridge would be financed by the issuance of appropriate bonds which would be retired by toll collections as in the case, for example, of the James River Bridge at Newport News or the newer structure across the York River at Yorktown.4

At the same time, Richardson said, his idea would have the $2,484,000 in Federal-State expressway funds, now being held in reserve for Richmond by the State Highway Department, devoted to developing the routed north and south of the proposed bridge.5

Upon securing approval of State and City authorities, Richardson contemplates introducing the measure at the 1952 session of the General Assembly. Under the State Revenue Bond Act, bonds are sold to cover construction costs, and the resultant debt is amortized in the course of a number of years by means of toll collections. Upon the amortization of the debt, the structure becomes toll free, with the process being similar to that whereby Richmond obtained Lee Bridge.6

4. Richmond Times-Dispatch, November 11, 1951.
5. Ibid.
6. Ibid.
Such a proposal as this will inevitably draw opposition locally, judging by the past history of such projects in Richmond. This particular plan has already met with skepticism on the part of newspaper editors as far away as Newport News. Indeed this came but two days after the Senator's proposal was first publicized. The editor of the Newport News Times-Herald set forth his objections editorially on November 13 as follows:

...Partial survey of Lower Peninsula Legislators and other sentiment indicated a general skepticism here over the plan.

The reason is plain. Projects so far authorized under the revenue bond act have been grouped so that one is surety for another, in a way. Some $11,000,000 worth of bonds have been authorized or sold and the proceeds are to be applied to purchase of the James River Bridge System, the ferries across Hampton Roads, the Yorktown Bridge and the bridge across the Rappahannock at Gray's Point (for which bonds are yet to be sold and added onto the bonded debt.)

Retirement of the bonds is to be through tolls on the various facilities. But the bonds are paid the facilities become toll-free. Because of the grouping, the tolls will remain on all of the bridges and ferries until they are all paid for. There is no provision for one facility which proves to be a high revenue-producer, paying out cash of its time. If the Richmond project is thrown in at this late date almost certainly it would extend the time for collecting tolls on all the other Tidewater facilities which would thus be toll-paying after their cost had been amortized.

In reality the projects already authorized are natural extensions of the state highway system to fill in gaps left when certain highways were constructed. The James River Bridge System is a fill-in on Route 17. The York River Bridge is a fill-in on the same Route. The Hampton Roads ferries extend Route 133, and so on.

There would be no such relationship in Richmond. There would be a new competing route to existing highways and bridges within the city limits of Richmond....

One cannot deny that the Tidewater residents have a strong argument in their favor. After all, as far as they are concerned, this bridge is not their responsibility, and there is no reason why they should prolong the period of toll payment on local projects that Richmond might have a new bridge, in spite of Richmond's great prob-

lom of traffic congestion.

A better plan would, in the opinion of this writer, consist of financing and constructing a new structure at whatever site might prove best in the opinion of local officials and engineers in the same manner as Robert E. Lee Bridge. After all, this was a highly successful venture during hard times. There is no reason why it could not be repeated at this time with perhaps even better results, though the present scarcity of necessary materials and manpower would adversely affect any such project. The need for a new bridge across the James at a point in the vicinity, preferably, of Lee Bridge is quite independent, in the opinion of the author, of any considerations of expressways and the like, though the two might be combined as a single project. It is quite possible that the expressway, if ever approved, may completely bypass the city, utilizing Boulevard Bridge or perhaps a new structure outside the city limits. But here we are concerned with the need, which is a reality, of a new structure to alleviate the congestion upon the existing span in the downtown area. That action will ultimately be taken it is impossible to predict, for it involves unpredictable factors of finances, personal and/or political interest and so on. It is to be hoped, however, that the Richmond authorities, either alone or in conjunction with State and Federal authorities, will take definite action in the not too distant future.

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APPENDIX
AN ORDINANCE

(Approved December 15, 1922)

To permit the construction of a bridge by the Boulevard Bridge Corporation across James River from a point within the corporate limits of the City of Richmond on the south shore of James River near the southwestern limits of said City, to the southerly boundary of William Byrd Park near the southeastern corner of said park, and near the James River and Kanawha Canal, upon compliance with specified conditions by said Bridge Corporation.

Be it ordained by the Council of the City of Richmond:

I. That the Boulevard Bridge Corporation, a corporation organized under and existing under the laws of the State of Virginia, with its principal office in the City of Richmond, Virginia, be, and it is hereby, permitted to construct and maintain a bridge across James River, subject to the stipulations and conditions herein set forth.

1. Said bridge shall be built of steel, concrete or masonry or any combination of these, with a raised concrete walkway on both sides and with concrete roadway on deck twenty (20) feet wide, and shall be built according to plans and specifications prescribed by the Director of Public Works of the City of Richmond, and shall accommodate motor-drawn vehicles weighing when loaded fifteen (15) tons, that is, ten (10) tons on the rear axle and five (5) tons on the front axle. No provision shall be made for any street car tracks. The cost of the bridge shall not be less than one hundred and fifty thousand dollars ($150,000.00) nor more than one hundred and seventy-five thousand dollars ($175,000.00).

2. The location of said bridge shall be that heretofore recommended by the Director of Public Works of the City of Richmond, namely: from a point near the southwestern limits of the City of Richmond on the south shore of James River, to the southerly boundary of William Byrd Park near the southeast corner of said Park and near the James River and Kanawha Canal.

II. The permission herein granted by the City of Richmond for the construction of said bridge by the said Boulevard Bridge Corporation is granted subject to the following conditions:

1. Said Bridge Corporation shall build a bridge as above specified, and the City of Richmond shall have free use of said bridge for all its vehicles and for its wires, conduits for which must be installed by said Corporation free of cost to the City, and provision shall be made for the installation of gas and water mains.
and sewers.

2. Construction of said bridge shall commence within six (6) months and shall be completed within two (2) years after the approval of this ordinance, and in the event such construction is not begun and completed within the time limit herein specified, the permission hereby granted shall ipso facto be revoked and this ordinance shall become null and void.

3. Said Bridge Corporation, so far as possible, shall secure from the owners a dedication to the City of a strip of land sixty (60) feet wide for a public road or River Front Drive from the Farmcliffe Road in Woodland Heights to the road near the existing Southampton Bridge in the County of Chesterfield, said dedication to take effect as of the date when the bridge is first opened to traffic; and in the event it shall become necessary for the City to condemn any of the land necessary for the said road or drive, said Corporation shall pay to the City the compensation awarded to the owners of said land. Owners of property abutting on said strips of land shall have the privilege of constructing and maintaining, at their own risk and expense, a temporary road or roadway and along said right of way or any part thereof until the City shall open the same to the public as a highway. The City need not construct said road unless it elects to do so, but in the event it does not open said road to traffic within a period of five (5) years then the lands so dedicated shall revert to the lawful owners thereof, and in case of the abandonment at any time of any portion of said road for use as a road by the City, such abandoned portion shall revert to said owners. The location of said drive or road shall be determined by the Director of Public Works of the City of Richmond.

4. Within ninety (90) days after request so to do by the City of Richmond made at any time before the same has been expended, the said Boulevard Bridge Corporation shall pay to the City one-third (1/3) of the cost of construction of said bridge or the unexpended balance thereof and shall deed to the City all right, title and interest in and to the said bridge, and the City of Richmond shall thereupon assume payment of the remaining cost of construction of said bridge and shall complete the same within two (2) years after the approval of this ordinance. Upon payment of two-thirds (2/3) of the original cost of construction of said bridge by the City of Richmond to the said Boulevard Bridge Corporation at any time within five (5) years after completion of the bridge herein provided for in the event the said bridge shall be built by the said Corporation at its own cost, said bridge shall thereupon be deeded to the City by the said Corporation and shall become the absolute property of the City of Richmond and shall immediately be opened to the public by the said City for use as a free bridge.

5. The said Corporation shall procure dedication from the owners thereof to the City of Richmond, without reservation, of a strip of land one hundred and ten (110) feet wide to be used as a Boulevard leading directly from the southern abutment of said bridge to the existing Westham or River Road. The exact location of said Boulevard shall be determined by the Director of Public Works of the City of Richmond.
Said Corporation shall erect an embankment or extension from the proposed bridge northwardly to the nearest point of the driveway in William Byrd Park; said embankment or extension shall carry a walkway on both sides and a concrete roadway twenty (20) feet wide, and shall be constructed on the axis of the bridge. Said embankment or extension shall be constructed in William Byrd Park in accordance with plans and specifications prescribed by the Director of Public Works of the City of Richmond, and shall be dedicated to said City as soon as completed.

III. This ordinance is passed upon the further condition that the said Boulevard Bridge Corporation, by acceptance of this ordinance and of the use of the permission conferred by it, shall thereby contract with the City to indemnify and save harmless the City from any and all damages, direct or indirect, to persons or property incident to the construction, maintenance or use of said bridge.

IV. This ordinance shall not take effect except upon condition that the said Boulevard Bridge Corporation shall, within ninety (90) days after the approval of said ordinance filed with the City Council a bond in the penalty of five thousand dollars, to be approved by the City Attorney as a guarantee of the good faith of the Boulevard Bridge Corporation to erect said bridge in accordance with the terms and provisions of this ordinance, and also file with the City Clerk its acceptance in writing of this ordinance and of each and all of its provisions in a form satisfactory to the City Attorney.

V. This ordinance shall be in force from its passage.
AN ORDINANCE

(Approved March 17, 1933)

To grant to Richmond Bridge Corporation, its successors and assigns, the right to acquire, construct, improve and operate certain toll bridges, within the City of Richmond; to provide for the acceptance by the City of Richmond of the capital stock of said Corporation and to appoint proxies to vote said stock; to provide for the approaches, lighting, alaming, operation and maintenance of said bridges; to provide for the dedication of said bridges, after construction, to the City of Richmond on certain conditions; and to pledge the good faith of the City of Richmond not to construct or authorize the construction of additional competitive bridges for the term hereinafter stated; under certain conditions.

Be it ordained by the Council of the City of Richmond:

1. That the right, privilege and authority be and is hereby granted to Richmond Bridge Corporation, a corporation duly chartered and organized under the laws of the State of Virginia with its principal office in the City of Richmond, Virginia, its successors and assigns, to acquire, construct, improve and operate toll bridges in the City of Richmond, as hereinafter more particularly set forth:
   (a) To acquire from the present owner thereof the First Street Viaduct crossing Shockoe Valley and beginning, at its southern terminus, at a point approximately two hundred and forty feet, more or less, north of the intersection of First Street and Orange Street and extending to its northern terminus at a point approximately at the intersection of Fritz Street and Monteiro Avenue, together with all necessary rights of way, easements, franchises, privileges and appurtenances appertaining thereto; to demolish said viaduct and close traffic, with the approval of the Director of Public Works, for such period as may be necessary during construction and/or improvement work; and to construct and operate in approximately the same location a new concrete bridge.
   (b) To acquire from the present owner thereof the Fifth Street Viaduct crossing Shockoe Valley and beginning, at its southern terminus, at a point approximately two hundred and sixty feet, more or less, north of the intersection of Fifth Street and Hospital Street, and extending to its northern terminus at a point approximately in Court Street south of Rockingham Street, together with all necessary rights of way, easements, franchises, privileges and appurtenances appertaining thereto; to demolish said viaduct and close traffic, with the approval of the Director of Public Works, for such period as may be necessary during construction and/or improvement work; and to construct and operate in approximately the same location a new concrete bridge.
(c) To acquire from the present owner thereof the Marshall Street Viaduct crossing Shackoe Valley and beginning, at its western terminus, at a point in Marshall Street approximately on the east line of College Street and extending to its eastern terminus at a point approximately at the intersection of Marshall Street and Twenty-first Street and Jefferson Avenue, together with all necessary rights of way, easements, franchises, privileges and appurtenances appertaining thereto; and to enlarge, smooth-pave and otherwise improve and operate said Marshall Street viaduct, and to close traffic thereon, with the approval of the Director of Public Works, for such period as may be necessary during construction and/or improvement.

(d) To construct a new concrete bridge over the James River, having its northern abutment on the property of The Chesapeake & Ohio Railway Company, to the South of Riverside Park, near the southern end of Belvidere Street, and having its southern abutment on the property of the Atlantic Coast Line Railroad Company, south of the southern right of way line of the Southern Railway Company, approximately two to three hundred feet, more or less, east of Cowardin Avenue with approach connection to Cowardin Avenue.

(e) As a part of the consideration for this ordinance, and in order to make said bridges more useful to the City of Richmond and to the public, Richmond Bridge Corporation agrees to provide, or cause to be provided, the plans and specifications, necessary materials and equipment, and supervision of the necessary labor, which labor is to be provided by the City of Richmond and paid for only out of such work relief funds as may be made available to said City for that purpose by and through the Governor of the Commonwealth of Virginia as set forth in section 4 of this ordinance, for the construction of the following:

(1) a concrete approach bridge extending from near the intersection of Second Street and Arch Street in a generally southern direction over the tracks and yard of The Chesapeake and Ohio Railway Company and toward the new bridge over James River approximately four hundred twenty-five feet, more or less;

(2) a concrete approach bridge extending and connecting Cowardin Avenue, from a point approximately at the northern line of James Avenue to a point approximately one hundred twenty-five feet, more or less, north thereof, and crossing over the tracks of the Atlantic Coast Line Railroad Company;

(f) The City of Richmond will provide, pave and grade the following:

(1) an extension approach with appropriate grading and paving, connecting the northern end of the new bridge over James River with Belvidere Street;

(2) extension approaches, with appropriate grading and paving, connecting the northern end of the new bridge over James River with Riverside Park Drive;

(3) an extension approach, bridge with appropriate grading and paving, connecting the southern end of the new bridge over James River with the eastern line of Cowardin Avenue near Stonewall Street;

(g) The said approach bridges, extensions and approaches described in sub-sections (e-1) (e-2) (f-1) (f-2) (f-3) above, shall be dedicated to the City of Richmond for the free use of the public,
and shall be kept open and maintained by said City as public streets, at least until the loan to Richmond Bridge Corporation by Reconstruction Finance Corporation, and the bonds evidencing the same, have been paid or otherwise discharged and the mortgage securing the same has been released.

(h) The construction of the aforesaid new bridges, and approach bridges, and the work upon the Marshall Street Viaduct, shall be done in accordance with plans and specifications prepared and/or provided by Richmond Bridge Corporation, subject to the approval of the Director of Public Works of the City of Richmond; and the new First Street Bridge and the new Fifth Street Bridge and the new bridge across James River shall be so constructed as to provide suitable space, free of charge to the City of Richmond, for such water and gas mains and electric conduits as may be required by the City of Richmond for its purposes through the Director of Public Utilities.

(i) The Richmond Bridge Corporation, shall its successors and assigns, shall have the right, from and after completion of construction work on each of the said bridges, respectively, to charge and collect tolls for all vehicles traveling upon or across the same, in accordance with schedules of rates to be filed with the State Corporation Commission of Virginia in accordance with law; provided that no tolls shall be charged or collected for the passage of any vehicles belonging to or operated by the City of Richmond or any of its Departments or for the passage of vehicles belonging to or operated by any city officials or members of the Council of the City of Richmond or for the passage of vehicles being used by City employees in connection with their employment; and provided further that no tolls shall be charged or collected from any pedestrian; and provided further that no tolls shall be charged or collected for the use of said approaches bridges; and/or extension approaches; and provided further that, for the use of said bridges in accordance with the terms and conditions to be embodied in the deed of conveyance from Virginia Electric & Power Company to Richmond Bridge Corporation, said Virginia Electric & Power Company shall pay to Richmond Bridge Corporation, its successors and assigns, an annual fixed charge of Twenty Thousand ($20,000.00) Dollars so long as all of said bridges continue to be toll bridges or until the indebtedness of Richmond Bridge Corporation, its successors and assigns, arising out of the construction of said bridges, has been fully discharged otherwise than by refinancing.

(j) The City of Richmond hereby declares and recognizes the existence and validity of the rights of Virginia Electric & Power Company, - as assignee of its various predecessors in title and by virtue of various franchises heretofore granted and ordinances heretofore passed, - to operate as toll bridges the aforesaid viaducts and/or such structures as may be hereafter constructed in place thereof; and further hereby declares and recognizes the right of Richmond Bridge Corporation to operate, as toll bridges, the said structures and the new bridge over James River when constructed, reconstructed and/or improved in accordance with the provisions of this ordinance, and when the transfer to Richmond Bridge Corporation from Virginia Electric & Power Company shall have been completed in accordance with the provisions of an ordinance approved January 13, 1933.
2. The City of Richmond hereby accepts the offer of the holders of the entire capital stock of Richmond Bridge Corporation to transfer to the City of Richmond, without any cost whatever to said City, the entire capital stock of said Corporation, fully paid and non-assessable; provided, however, that in accepting said stock the City of Richmond hereby expressly disclaims any assumption by it of any liability as to said stock and as to any indebtedness of said Corporation created either heretofore or hereafter; and the Mayor, City Attorney, Director of Public Works, President of the Common Council and the President of the Board of Aldermen, in office from time to time whenever stockholders' meetings may be held, be and they are hereby duly assigned designated as proxies to represent the City of Richmond at all stockholders' meetings of said corporation held after such stock transfer has been completed; and the City Comptroller be and he hereby is authorized and directed to accept, on behalf of the City of Richmond, the delivery of the certificate or certificates representing said capital stock, such transfer to be in form to be approved by the City Attorney; provided, however, such delivery shall be made as soon as the said Corporation has acquired the said First Street Viaduct, Fifth Street Viaduct, Marshall Street Viaduct and land and/or easements and/or rights of way, necessary for construction of said new bridge over James River, and has concluded formal agreement with Reconstruction Finance Corporation for the necessary financing of the construction and improvement of said bridges, and in no event later than the date of completion of said construction work.

3. After the stock transfer referred to in the preceding clause of this ordinance has been duly completed and after the construction of and other works upon said bridges as above set forth have been completed, the City of Richmond, will provide for the street cleaning of said bridges and viaducts and the electric lighting thereof and the collection of tolls thereon and the costs and expenses of and incident to the operation and maintenance thereof, so that the entire gross revenues of said bridges shall be applied to the payment of interest and the discharge of the principal of the loan authorized by Reconstruction Finance Corporation in connection with the construction and improvement of said bridges.

4. The City of Richmond hereby agrees with the Richmond Bridge Corporation that, the City will provide and pave and otherwise improve the necessary approaches streets for the new bridge over James River, and the Mayor is hereby authorized to provide all labor required for the construction of necessary extensions, approaches, and approach pavements and said approach bridges for said new bridge over James River prior to completion of construction of said James River Bridge, as well as all labor necessary for the removal of the existing First Street Viaduct and Fifth Street Viaduct, such labor to be performed by unemployed citizens of Richmond and paid for by the City out of work relief funds now or hereafter available, together with such additional funds as may be made available through the Governor of the Commonwealth of Virginia for relief work relief. The Mayor is further authorized to provide labor for the construction of and work on any of the bridges and approaches described in this ordinance out of and to the extent of any work relief funds available, after providing for the necessary labor for construction of approaches and other work above provided for.
5. Richmond Bridge Corporation agrees that work upon completion of the aforesaid construction and improvement of said bridges, and upon compliance by the City of Richmond with its undertakings herein as to approaches, and upon written consent thereto granted by Reconstruction Finance Corporation, or by the then holders of the evidences of Richmond Bridge Corporation's funded indebtedness arising out of such construction and improvement work, Richmond Bridge Corporation will deed, dedicate and transfer to the City of Richmond all of the aforesaid bridges together with all rights appurtenant thereto; and the City of Richmond agrees that such deed, dedication and transfer will be accepted by said city subject to the mortgage securing the said Reconstruction Finance Corporation, but without any assumption by said city of the indebtedness secured by said mortgage.

6. The City of Richmond pledges its good faith that, until the loan authorized by Reconstruction Finance Corporation for the construction and improvement of the bridges referred to above has been fully discharged, the City of Richmond will not construct or authorize the construction of any additional competing bridges; it being intended, however, that this provision has no reference to the necessary improvement or reconstruction in substantially the same location of any bridges now existing in the City of Richmond.

7. Within ninety days from the passage of this ordinance, Richmond Bridge Corporation shall file with the Clerk of the Council of the City of Richmond an acceptance of all the terms and conditions of this ordinance, in form to be approved by the City Attorney, which acceptance shall include the obligation of Richmond Bridge Corporation to acquire the existing First Street Viaduct, Fifth Street Viaduct and Marshall Street Viaduct, and to complete, as soon as practicable, the construction of the new bridges and the work on Marshall Street Viaduct, in accordance with the provisions of this ordinance; and upon the filing of said acceptance this ordinance shall constitute a binding contract between the City of Richmond and Richmond Bridge Corporation, its successors and assigns, for the benefit of the said parties and any and all other persons interested in or affected thereby. Upon such acceptance being so filed, an ordinance approved January 3, 1925, entitled "An ordinance to grant Richmond Bridge Corporation, its successors and assigns, the right to acquire, construct, improve and operate certain toll bridges, etc. etc." shall stand repealed.

8. If any section, sub-section or provision of this ordinance shall be found invalid for any reason by any court, it shall be conclusively presumed that this ordinance would have been passed by the Council of the City of Richmond and approved by the Mayor of the City of Richmond without such invalid section, sub-section or provision, and the ordinance as a whole shall not be declared invalid by reason of the fact that any one or more sections, sub-sections or provisions, may be found to be invalid by any court.

9. This ordinance shall be in force from and after its passage.
(FORM OF SERIES A BOND)

NO. $1,000

UNITED STATES OF AMERICA
RICHMOND BRIDGE CORPORATION

Bridge Revenue 4% Refunding Bond
Series A, Due February 1, 19...

RICHMOND BRIDGE CORPORATION (herein called the Company), a corporation of the State of Virginia, for value received, hereby promises to pay to the bearer, or, if this Bond be registered as hereinafter provided, to the registered owner hereof, on the first day of February, 19...(unless before said date this Bond shall have been duly called for redemption and payment of the redemption price made or provided for, as provided in the Indenture hereinafter mentioned), at the principal office of the First and Merchants National Bank of Richmond, in the City of Richmond, State of Virginia, the Trustee hereinafter mentioned, or, at the option of the bearer of registered owner hereof, at the office or agency of the Company in the Borough of Manhattan, the City and State of New York, the principal sum of One Thousand Dollars ($1,000) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay interest on said principal sum from the first day of February, 1938, in like coin or currency, at the rate of four per cent (4%) per annum, payable semi-annually on the first days of February and August in each year, but only in accordance with the respective coupons hereto attached, and upon presentation and surrender thereof as they severally mature, and until the Company's obligation with respect to the payment of said principal sum shall be discharged as provided in said Indenture.

As provided in said Indenture, the Company will reimburse to the bearer, or if this Bond be registered, to the registered owner hereof, and Connecticut, Virginia, Maryland, or Pennsylvania personal property or securities tax to the extent of but not exceeding five (5) mills per annum on each dollar of the taxable value hereof, or any Massachusetts income tax to the extent of but not exceeding six per cent (6%) per annum of the income derived from interest paid hereon, which may be required to be by such bearer or registered owner as a resident of any of said States by reason of the ownership hereof, or the deriving of income herefrom, if application

Source: Richmond Bridge Corporation to First and Merchants National Bank of Richmond, As Trustees - Supplemental Indenture - Dated as of February 1, 1938, etc., pp. 5-10, 15.
therefore be made in the manner and upon the conditions provided in
said Indenture within ninety (90) days after the date of payment of
such tax or any installment thereof; provided, however, that taxes
will not be reimbursed for any Bond for more than one jurisdiction
for any year and that the Company shall not be liable to reimburse
any interest accrued or penalty imposed and paid in addition to the
amount of any such tax as originally assessed.

This Bond is one of a duly authorized issue of Bonds of the
Company, known as its "Bridge Revenue 4½% Refunding Bonds" (herein
called the "Bonds"), limited to an aggregate principal amount of
$1,550,000, bearing interest at 4½ per annum, and consisting of
$750,000 aggregate principal amount of Series A Bonds maturing
$50,000 on February 1 in each year from 1939 to 1953, both inclusive,
and $750,000 aggregate principal amount of Series B Bonds maturing
February 1, 1953. This Bond is one of the Series A Bonds so author-
ized. All of the Bonds are issued under and are equally and retably
secured by an Indenture of Mortgage and Deed of Trust dated as of May
1, 1933, executed and delivered by the Company to the First and Mer-
chants National Bank of Richmond (herein called the Trustee), as
Trustee, as modified by the Supplemental Indenture dated as of Feb-
ruary 1, 1938, between the Company and said First and Merchants Na-
tional Bank of Richmond, as Trustee (said Indenture of Mortgage and
Deed of Trust, as so modified, being herein called the "Indenture"),
to which Indenture reference is hereby made for a description of the
property and franchise granted and mortgaged and the revenues pledged,
the nature, extent and manner of enforcement of the security and a
statement of the rights of the bearers or registered owners of the
Bonds with respect to such security and the terms and conditions
upon which the Bonds are issued and secured.

The Bonds are to be issued only in the denomination of $1,000.

To the extent permitted by the terms of the Indenture, modi-
fications or alterations of the Indenture, or of any indenture supple-
mental thereto, may be made with the consent of the Company by affir-
mative vote at a meeting of Bondholders or written consent of the
holders of at least seventy-five per cent (75%) in amount of the Bonds
then outstanding. With consent of the Company and as provided in the
Indenture, the rights and obligations of the Company and of the holders
of the Bonds and coupons and the terms and provisions of the Indenture,
or any indenture supplemental thereto, may be modified or altered in
any respect by affirmative vote at a meeting of Bondholders or writ-
ten consent of the holders of all of the Bonds then outstanding.

In the case of the happening of an event of default, as speci-
fied in the Indenture, the principal of all the Bonds outstanding
thereunder may be declared or may become due and payable before the
maturity thereof, in the manner and with the effect in the Indenture
provided.

The Bonds are subject to redemption on any interest payment
date on and after August 1, 1950, but not prior thereto, as a whole
at the option of the Company; the Series B Bonds are subject to re-
demption on February 1 in each year on and after February 1, 1959 by
operation of the Sinking Fund in the principal amount, not exceeding
$50,000 in each year but only in numerical order beginning with the
lowest number outstanding, provided, however, that if the funds avail-
able in the Sinking Fund are not sufficient to redeem on any February 1 $50,000 principal amount thereof, Series B Bonds shall be redeemable to the extent of any such deficiency on any interest payment date thereafter, all as provided in the Indenture; and either Series A Bonds or the Series B Bonds or both are subject to redemption in part on any interest payment date on and after August 1, 1950, at the option of the Company, but only as follows: (1) no Bonds of either Series shall be redeemed unless all the Series A Bonds maturing prior thereto and all the Series B Bonds redeemable prior thereto by operation of the Sinking Fund as hereinafter provided, shall have been theretofore or shall be simultaneously therewith paid, purchased or redeemed; (2) all Series B Bonds there which might have been purchased redeemed by operation of the Sinking Fund on and prior to the next succeeding February 1st must be redeemed before any Series A Bonds maturing on or subsequent to said next succeeding February 1st, may be redeemed; (3) all but no less than all of the Series A Bonds maturing on the same date shall be called for redemption on the same date; (4) all but no less than all of the Series B Bonds redeemable by operation of the Sinking Fund on the same date shall be called for redemption on the same date; and (5) Series A Bonds shall be redeemed in the order of their maturity and Series B Bonds in numerical order beginning with the lowest number outstanding in all cases at the principal amount thereof plus accrued interest to the date of redemption (which interest shall be paid to the bearer of the coupons therefor), upon prior notice given as provided in the Indenture, by publication in a daily newspaper published and of general circulation in the City of Richmond, State of Virginia, and in "The Daily Bond Buyer" or a daily newspaper published and of general circulation in the Borough of Manhattan, City and State of New York, the first such publication to be not less than thirty (30) days prior to the date of redemption except for the redemption of Series B Bonds prior to August 1, 1950, in which case the first publication shall be not less than ten (10) days prior to the date of redemption. If this Bond shall be called for redemption and payment duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption and the coupons appertaining hereto maturing subsequent to such date shall be void.

The Bonds are entitled to the benefits of the Sinking Fund provided in the Indenture to be created. No recourse shall be had for the payment of the principal or interest on this Bond, or any part hereof, or for any claim based hereon, or otherwise in respect hereof, or of the indebtedness represented hereby, or upon or in respect of the Indenture, against any subscriber to the capital stock, incorporator, or any past, present or future stockholder, director, officer or employee of the Company, or of any successor corporation, as such, either directly or through the Company, by virtue of any statute or constitution, or by the enforcement of any assessment, or otherwise howsoever, all such liability being by the acceptance hereof and as part of the consideration for the issuance hereof, expressly waived and released.
This Bond, except when registered as to principal otherwise than to bearer, shall pass by delivery. This Bond may be registered as to principal in the name of the holder on the books of the Company at the principal office of the Trustee in the City of Richmond, State of Virginia, such registration to be noted hereon, and, if so registered, no transfer hereof shall thereafter be valid unless made on the books of the Company at said office by the registered owner in person or by his attorney duly authorized and similarly noted on this Bond, but the same may be discharged from registration by being in like manner transferred to the bearer, after which it shall again become transferable by delivery, and may again from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, which shall continue to be transferable by delivery. The Company and the Trustee may deem and treat the bearer of this Bond, or if this Bond be registered as herein authorized, the person in whose name this Bond is registered, and the bearer of any interest coupon appertaining hereto, as the absolute owner thereof for the purpose of receiving payment thereof or on account thereof and for all other purposes.

Neither this Bond nor any coupon for interest hereon attached shall be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the certificate endorsed hereon duly signed by First and Merchants National Bank of Richmond, as Trustee, or its successor in the trust.

IN WITNESS WHEREOF, Richmond Bridge Corporation has caused this Bond to be signed in its name by its President or a Vice-President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and coupons for interest, bearing the facsimile signature of its Treasurer, to be hereunto attached, all in the City of Richmond, State of Virginia, as of the first day of February, 1938.

RICHMOND BRIDGE CORPORATION,

By:...........................................
Vice-President.

ATTEST:

...........................................
Assistant Secretary.
(FORM OF COUPON FOR SERIES A BONDS)

No. .............  

$20

On the first day of .................., 19 ......., unless the Bond hereinafter mentioned shall have been duly called for previous redemption and payment of the redemption price duly made or provided for, Richmond Bridge Corporation will pay to the bearer, at the principal office of First and Merchants National Bank of Richmond, in the City of Richmond, State of Virginia, or, at the option of the bearer, at the office or agency of the Company in the Borough of Manhattan, The City and State of New York, upon surrender of this coupon, Twenty Dollars ($20) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, with reimbursement for taxes as provided in the Bond mentioned below, being six months' interest then due on its Bridge Revenue 4% Refunding Bonds, Series A, due February 1, 19........, No. .............

--------------------------------------------------------------------------
Treasurer.
(FORM FOR REGISTRATION OF SERIES A BOND AND SERIES B BOND)

Notice: No Writing Below Except by the Trustee, as Bond Registrar.

Date of Registration  Name of Registered Owner  Signature of Registrar

......................................................... ......................................................... .........................................................

......................................................... ......................................................... .........................................................

......................................................... ......................................................... .........................................................

(FORM OF TRUSTEE'S CERTIFICATE)

This Bond is one of the Bonds described in the within-mentioned Indenture of Mortgage and Deed of Trust.

FIRST AND MERCHANTS NATIONAL BANK OF RICHMOND, Trustee,

By .........................................................
Assistant Trust Officer.

Note: Series B Bonds and coupons are the same as those of Series A except that the former are specifically designated as being of Series B and have upon them one stated date of maturity, February 1, 1953.
## Annual Toll Collections - Robert S. Les Bridge - By Months, 1934-1940

### 1934

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VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND.

G. WISE W. SCOTT

VS.

RICHMOND BRIDGE CORPORATION, et al.

COMPLAINANT

RESPONDENTS

FINAL JUDGMENT ORDER

THIS CAUSE came on this day to be heard pursuant to motion of the complainant, notice of which duly served upon or acknowledged by all of the defendants, and proof of said service or acknowledgment of said service being presented to the Court and ordered filed herein; and upon the papers formerly filed herein;

And it appearing to the Court that all of the new parties hereto by the order entered herein on the 27th day of August, 1946, have accepted service of subpoenas issued pursuant to said order and that said acceptances have been filed in the Clerk's Office of this Court, it is Ordered that the order of publication and the direction for advertisement thereof, included in said order entered the 27th day of August, 1946, be and the same hereby is vacated and revoked.

And it further appearing that, by resolution adopted on the 30th day of August, 1946, the Board of Directors of Richmond Bridge Corporation directed First and Merchants National Bank of Richmond, as Trustee under the modified indenture of mortgage and deed of trust, dated as of February 1st, 1938, securing all of the outstanding bonded indebtedness of Richmond Bridge Corporation, to convert all of the assets of said Richmond Bridge Corporation in custody of said Trustee into cash and therewith to pay off all said outstanding bonded indebtedness of said Richmond Bridge Corporation in full as to principal, with interest accruing up to maturity or to the earliest call date of said bonds, whichever is the earliest, pursuant to the terms and provisions of said modified indenture of mortgage and deed of trust securing said bonds;

And it further appearing that the presently obtainable cash value of said assets in the hands of said Trustee is more than sufficient to make such payment and also to pay off all other indebtedness of Richmond Bridge Corporation and all costs and expenses incident to the payment of said bonds and the discharge and release of the lien of said modified indenture of mortgage and deed of trust;

Source: Chancery ended file, 380, original, 5-7-16, 1946.
And it further appearing that all bondholders have approved and consented to said payment now and that said Trustee, pursuant to directions of defendant Richmond Bridge Corporation, is proceeding to liquidate the assets in its hands so that said bonds may be redeemed;

And it further appearing that in view of the sufficiency of said assets and in view of said resolution and said approval of the bondholders, there is no legal or equitable justification for the continuation of collection of tolls in connection with "Robert S. Lee Bridge;"

Now, therefore, the Court doth Adjudge, Order and Decree that:

The Collection of tolls for the use of the "Robert S. Lee Bridge", be and it is hereby temporarily suspended effective at twelve o'clock, midnight today, subject to further order of this Court.

(signed) Julian Gunn
VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

G. WISE WEBB

VS.

RICHMOND BRIDGE CORPORATION, et als.

COMPLAINANT

RESPONDENTS

FINAL JUDGMENT

THIS CAUSE came on this day to be heard pursuant to motion of the complainant, notice of which has been duly served upon or acknowledged by all of the defendants, and proof of said service or acknowledgment of said service having been presented to the Court and ordered filed herein; and upon the papers formerly filed herein; and upon the orders heretofore entered herein; and was argued by counsel.

And it being shown to the Court that all of the bonds evidencing the funded indebtedness of Richmond Bridge Corporation and secured by the Modified Indenture of Mortgage and Deed of Trust, dated as of February 1, 1939, from Richmond Bridge Corporation to First & Merchants National Bank of Richmond (Virginia) as Trustee, together with all interest accruing to maturity or to the earliest call date of said bonds, have now been fully paid and cancelled; and it further appearing that said Richmond Bridge Corporation now does not have any funded indebtedness outstanding, and that the purposes for which the collection of tolls for the use of Robert E. Lee Bridge was authorized have now ceased to exist;

And it further appearing that the official permit issued by the State Highway Commission of Virginia on December 13, 1939, for the erection of said bridge, which permit is required by law for the erection and operation of said bridge, required that said bridge be free of tolls when tolls had liquidated the cost of the bridge;

And the Court being of the opinion, in view of the foregoing, that there is no longer any legal or equitable justification for the collection of tolls on said bridge,

Now, therefore, the Court doth ADJUDGE, ORDER and DETERMINE that the collection of tolls for the use of the Robert E. Lee Bridge be, and it is hereby, permanently terminated.

And it appearing that nothing further remains to be done in this cause, it is further ordered that Richmond Bridge Corporation do forthwith pay, or cause to be paid, the costs of this proceeding, and that thereupon this cause shall stand dismissed.

(signed) Julian Gunn

Source: Chancery ended file, original, Dec. 13, 1946.
### List of 6% Serial First Mortgage Bonds of Richmond Bridge Corporation

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**Total** $1,870,000

Source: RFC: Opinions and Exhibits, p.5.
BIBLIOGRAPHY

"Agreement Reconstruction Finance Corporation and Richmond Bridge Corporation, April 18, 1933," ("Loan Agreement"). Richmond: n.p., April 18, 1933

Annual Report of the City Engineer of the City of Richmond to the Mayor of the City, 1913-1917. 5 vols. used. Richmond: William Byrd Press, Inc.


"Application for Loan from Reconstruction Finance Corporation for Construction of Four Bridges in Richmond, Virginia, Submitted on behalf of Richmond Bridge Corporation by John J. Wicker, Jr., Attorney, Allen J. Saville and Horace L. Smith, Jr., Engineers." Richmond: September 1 & 15, 1932.


Newport News Times-Herald.


Richmond Bridge Corporation to First and Merchants National Bank of Richmond, As Trustee - Supplemental Indenture Dated as of February 1, 1933 - Modifying Indenture of Mortgage and Deed of Trust, dated as of May 1, 1932, between Richmond Bridge Corporation and First and Merchants National Bank of Richmond, as Trustee - $1,500,000 Bridge Revenue 4% Refunding Bonds. Richmond: n.p., Feb. 1, 1933.

Richmond News-Leader.

Richmond Times-Dispatch.


"Trust Indenture, dated as of May 1, 1933 from Richmond Bridge Corporation to State-Planters Bank and Trust Company, as Trustee." ("Note Indenture.") Richmond: n.p., May, 1923.