THE following is a Copy of a Paper delivered at Northumberland Affizes 1783, by Henry Errington, Efq., to Gawen Aynfley, Efq., Chairman for the County of Northumberland, but which appears to have been originally intended to be delivered to the Grand Jury, which had been previously discharged, as the Words Gentlemen and Magistrates, in the Original, are substituted for Grand Jury.

MR. ERRINGTON'S contract with the Justices of the Peace respecting Hexham Bridge having placed him in a very difagreeable fituation, he, as well on his own account as on the part of the County, withes the Gentlemen and Magistrates, now assembled, as a respectable body of the County, would be pleased to take the following short statement of facts into their confideration.

Mr. Errington undertook to build the bridge according to a specific plan, under the direction of Mr. Smeaton, and to uphold, fupport, repair, maintain, rebuild, and keep it in good and fufficient repair for the term of feven years, to be computed from the time it should be certified under the hands of two justices to be so built.

The bridge being completely finished according to fuch plan and direction, was in January 1781, certified for, ye bouvered and mo bounded and being out thinks

The plan to which Mr. Errington was confined, was not only a plan of the fuperstructure, but also of the foundation, and of the manner in which such foundation was to be laid.

In March 1782, the bridge was thrown down, from which circumstance it is evident, that to rebuild it according to the same plan would be ineffectual, and from the nature of the contract, it is not in the power of the contracting parties to alter or vary it; indeed, Mr. Smeaton, whose direction Mr. Errington was bound to obey, has declared that it is not in his power to devife a better. If therefore the County should infift on Mr. Errington's rebuilding the bridge, a great portion of the feven years would expire before he could complete it; (two years and a half having already elapfed fince the certificate)-and if by favourable feafons it should be capable of being upheld till the end of the seven years, he would then be discharged from his obligation, and the burthen would fall upon the County; Mr. Errington in common with the land owners of the county in general, and by having an estate in the vicinity of Hexham in particular, feels himself interested in having a bridge built, which by an alteration in the mode of structure may be attended with a probability of being permanent, and he has been informed that other engineers lately confulted by the Juftices are of opinion that it is practicable; he, therefore, conceives that it would be more advantageous to the County to accept from him such fum of money as shall be estimated equal to the expense of repairing the bridge, and putting the same into such a fituation as his contract requires, and apply fuch fum together* with the materials, (which are of more than four times the value of those received by Mr. Errington from the County), towards building a new bridge according to fome other plan, than to require him to repair the old one upon the former erroneous principles. - And if the Gentlemen and Magiltrates should be of the same opinion, Mr. Errington doubts not the Justices will, as truffees for the public, readily adopt what shall so appear to be the sense of the County. £

Value of materials received by Mr. Errington from the County, and acknowledged by him to be eftimated at
Which multiplied by 4

Which is 2000l. more than the penalty of Mr. Errington's bond to the County, and many thousands more than expended.