

STATEMENT OF THE MAYOR.

The matter of the completion of Huron street has received my constant and earnest attention ever since I became Mayor. I found that the City had made an agreement with some of the abutters, a copy of which is hereto annexed and marked "A", and which had as one of its provisions, the completion of the undertakings of the City, on September 1st, 1892. When I entered office in January 1893, I found that the City had failed to complete its undertakings and in the Spring of 1893, after several conferences with Mr. C. W. Morris who represented himself to be the agent of Prof. Gray and others who had signed the agreement, I concluded to do further work upon the street that there might be no objection raised because of the failure of the City to do everything in its power to complete its undertakings. Everything was finished in accordance ~~with~~ with the latter of the agreement with the exception of building the street to the proscribed width between Sparks street and Concord avenue, here the City were unable to complete, because, at the instance of Mr. John F. O'Brien, they were enjoined by the Courts. Everything else was done in the summer of 1893 so that the City was able to say that, with the exception of the time of completion, and of the failure which was not substantial because of the O'Brien injunction which restricted the City at one point for but a few feet in width, the substantial character of the street abutting upon the O'Brien holding was as the City had agreed that it should be.

I then had a conference with Mr. Morris in relation to the building of the portion of the street which the abutters had undertaken to build. At that time, however, the street railway controversy arose, and it became uncertain whether or not the street railway tracks would be located upon Huron street. It was readily conceded that if they were to be, it would not be expedient to insist upon the construction of the street until the street railway tracks were laid, for obvious reasons. The railway matter was not settled until too late in the fall to build the street. When the spring opened, as soon as the railway tracks were laid, I immediately wrote a letter to all the abutters who had signed the agreement above referred to, with the exception of Gen. Hincks, who was dead, and who had built the street as agreed by him before his death, and Mr. F. A. Kennedy, who had also fulfilled his agreement to the letter. A copy of this letter is hereto annexed, and marked "D". I saw all those or their representatives, with one exception, to whom I had written. After several conferences with Prof. Gray, he gave me to understand that he did not care - waiving any technical rights that he might have on account of the failure of the City to complete its undertakings within a given time or for other reasons - to build the street until the sewer was constructed west of Fresh Pond Lane and abutting his land. After a consultation with the City Engineer, I concluded that the City could not undertake to build the sewer as desired by Prof. Gray, at this time, because of the heavy expense made necessary

by engineering requirements, believing that a sewer that would answer Prof. Gray's purpose could be constructed later upon the opening of the new street, so that the engineering difficulties could be removed. Having concluded that the City would not be justified in building a sewer at this time, I wrote Prof. Gray a letter, a copy of which is hereto annexed, and marked "B". After this I saw Prof. Gray again and later I received a letter from him, a copy of which is hereto annexed, and marked "C". Later upon the representation of Mr. L. Frederick Rice that a sewer ought to be built on that portion of the street east of Fresh Pond Lane, and upon finding that it seemed expedient to build the sewer, I suggested to the Committee on Sewers, that it be built, and it was built. In the mean time I had learned from Senator Durant, Counsel for Messrs. Demmon and Wilkins, two of the abutters, that one of his clients was to be away for six weeks and that he would let me know what they would do upon his return. In the meanwhile, the sewer had been constructed, and upon its construction I again had a conference with some of the abutters who had signed the agreement, with the result that I have now received propositions from the major portion of those east of Fresh Pond Lane, that the City construct the street as agreed by them, for which they offer to pay at different rates. Some of these I do not approve, but I hope that they will be changed so that I shall be able to recommend such proceedings as will result in the completion of the street at least as far as Fresh Pond Lane.

(Copy)

"A"

A G R E E M E N T .

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In consideration of the sum of one dollar, to each of us paid by the City of Cambridge, we, the undersigned, hereby severally covenant and agree with said City as follows:-

That if said City shall accept and lay out as a public street or way, a strip of land seventy feet in width, in extension of a street or way proposed to be made by the Cambridge Water Board, near Fresh Pond in said City, which strip is to extend from the westerly side of the track of the Watertown Branch of the Fitchburg Railroad, seventy feet wide for its entire length, to Sparks Street and Concord Avenue, in accordance with a plan and profile thereof on file in the office of the City Engineer dated April 12, 1888; and shall construct and complete a bridge over said track, in continuation of said street and as a part of the same, all within one year from this date and shall lay no assessment for betterments upon any of the undersigned, for actual or supposed benefits thereby accruing, and shall bear and pay all the expenses of the construction of said street and bridge except as hereinafter stated; then we will each of us severally at our own expense lay out, grade, and complete so much of said strip as lies adjacent to our several parcels of land, except the filling necessary for raising the grade at the abutments of said bridge, and we will convey the fee of our several

parcels of land which form parts of said street, to the said City, all within six months after the laying out by said City of said street and the construction of said bridge, without any further consideration, and will waive all claims for damage, if any caused by the said laying out and construction.

IN WITNESS WHEREOF we hereto set our hands and common seal
this first day of September, A.D., 1891.

Edw. W. Hincks (seal)

John C. Gray

R. E. Denmon

Rice & Niles
by L. Fred'k Rice

F. P. Fish

Wm. H. Letherbee & Son

R. T. Hixon

S. F. Wilkins

Frank A. Kennedy

Elizabeth W. Keen

Mary J. Fish

(Copy)
"B"

CITY OF CAMBRIDGE,

Mayor's Office.

Cambridge, June 16th, 1894.

Prof. John C. Gray,
Cambridge.

Dear Sir:

After examining the plans in the office of the City Engineer, I have not been able to conclude that I can recommend the construction of a sewer as proposed by you in our interview of last week. It seems to me, however, that sewers to answer your purpose will be built upon the construction of certain streets which are likely to be laid out. I am very sorry, but by comparison with other plans, the one proposed by you seems to be disadvantageous, both from an engineering and a financial standpoint.

Respectfully,

Wm. A. Bancroft,

Mayor.

(Copy)
"C"

50 State Street,

Boston, June 23, 1894.

Dear Sir:

Referring to our conversation of the other day, I would say that when the City of Cambridge has put a sewer in that part of Huron Street which runs over my land, and so connected it with the sewer system that it can practically be used, I will finish the construction of that part of Huron Street.

I add, to avoid any possible mistake, that while there may perhaps be modes of constructing sewers across my land to which I should not object, I am not to be concluded by this letter from objecting to or opposing any ^{such} ~~other~~ scheme.

Very respectfully,

Your obedient servant,

John C. Gray.

To His Honor

the Mayor of Cambridge.

(Copy)
"D"

CITY OF CAMBRIDGE,

Mayor's Office.

Cambridge, May 31st, 1894.

I have before me an agreement dated the first day of September, 1891, signed by you and others, in which you agree to lay out, grade, and complete so much of Huron Street, so called, as lies adjacent to your land abutting thereon, and to convey so much of said street in fee to the City of Cambridge. You were to do this upon certain undertakings of the City of Cambridge, which I understand, with the exception of the time of completion, were all performed last year. As I am advised that the time was not of the essence of the agreement, that the short delay on the part of the City was not prejudicial to your interests, and that you are still bound by the agreement, which you have not yet fully complied with, I now request you to complete your undertaking contained in said agreement.

Respectfully,

Wm. A. Bancroft,

Mayor.

To
Messrs. Wm. H. Letherbee & Son,

520 Albany Street, Boston.

Prof. John C. Gray,

221 Brattle Street, Cambridge.

R. E. Demmon, Esq.,

19 Congress Street, Boston.

L. Frederick Rice, Esq.,

125 Milk Street, Boston.

F. P. Fish, Esq.,

Everett Street, Cambridge.

R. T. Hixon, Esq.,

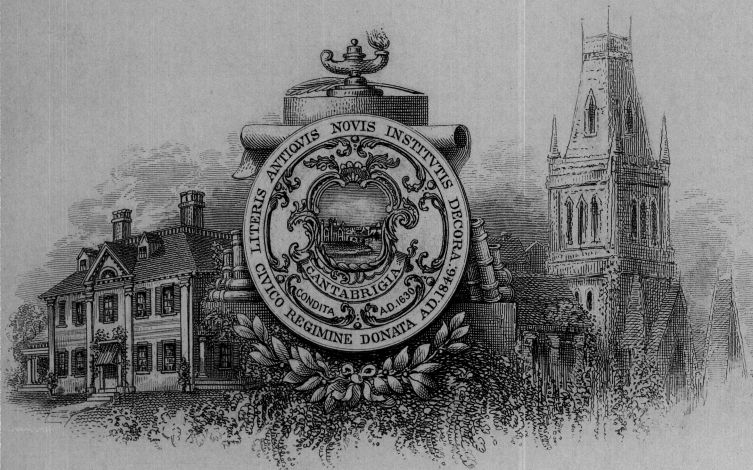
23 Huron Street, Cambridge.

S. F. Wilkins, Esq.,

19 Congress Street, Boston.

Misses J.M. & L. P. Keen,

26 North Avenue, Cambridge.



*City of Cambridge,
Mayor's Office.*

Cambridge, Oct. 23rd, 1894.
J.A. Lowell & Co. Boston

To the Honorable the City Council,

Gentlemen:

I transmit herewith, for the information of your honorable body, a statement of my doings in relation to the completion of Huron Street.

Respectfully,

Wm. A. Bauer

Mayor.

Communication from
the Mayor transmitting
a statement in relation
to the construction of
Huron street. 58

In Board of Aldermen Oct 23-1894

Recd and placed on file

Sent down for Concurrence

Attest Walter H. Pehr

City Clerk

IN COMMON COUNCIL

CONCURRED.

Oct. 23 1894
Edward Brandon Clerk