

Notes From the Firehouse

Home of the Annisquam Historical Society

January 2024



The Old Wharf Lot

When Elizabeth (Betty) Bradley Janeway wrote her memoir, she included an appendix entitled "Old Wharf Lot History". It was written by William C. Chase, brother-in-law to Charles F. Bradley. Thanks to members of the extended family of Charles F. Bradley, the essay by William C. Chase (1865-1954) is copied below.

It should be noted that the author, a Boston architect, was married to the painter, Adelaide Cole Chase (1868-1944).



Old Wharf Lot Tennis Courts at Low Tide Photograph by Rita L. Teele October 2018

Appendix E

Old Wharf Lot History

[all spellings etc. as in original; comments and additions in brackets]

Part I

It has been suggested to me by Mrs. Hollis French (probably as I am the oldest living inhabitant of Adams Hill) that I should write an account of the early history of the Tennis Court.

I am, of course, very willing to do this, but my problem has been when and where to begin the record.

I have finally decided to start at a time when my wife and I were living at Miss Dudley's boarding house (now the Annisquam Inn). There were always many interesting people boarding there, probably (as the saying is) [because] she "set a very good table."

While living there I looked longingly at the land adjoining owned by Dr. Isaac Adams as it seemed to me an ideal location for a summer residence and I decided to get a rough survey of the property and lay out a scheme for a number of summer cottages in the hopes of interesting the owner.

The Doctor had at the time the reputation of being a sort of ogre, probably due to his objecting in no uncertain terms to anyone trespassing on his property, and when I left to take the drawing to show to him I was given a fond farewell by the boarders as they said that they never expected me to come home alive.

I found to my surprise that the Doctor was anything but an ogre as he received me in a very pleasant manner and expressed great interest in my drawing and agreed to my getting an accurate survey of the property. As there was a young surveyor living at the time in Annisquam he was shown my drawing and asked to do the work, but after what I felt was an unnecessary delay in producing the survey, I called him on the telephone and, on receiving a very evasive answer, I became suspicious that something was wrong and went to see the Doctor and was very much surprised when he showed me an entirely different layout than the one I had asked for.

It consisted of a grand scheme of an avenue or artery leading from Cambridge Avenue along the shore to the Lighthouse.

I then recalled that there was a strip of land next to the Adams property which had no adequate means of approach from the main road and was, therefore,

impossible for development into house lots and I felt sure that this scamp of a surveyor had entered into a deal with the owner of this property to open it up.

I was also surprised to find that the Doctor was very interested in this new layout, but when I showed him what I felt was the real intent of this new scheme, his whole attitude changed and he thanked me for calling his attention to the nefarious scheme and he said he would have nothing more to do with it or the surveyor. We then asked another surveyor to do the work and from his drawing there developed the property as we now see it.

I mention all this to show what a narrow escape we had from a development such as one sees at Bass Rocks, etc., and had it gone through we would not only have lost the comparative privacy we now have, but what is almost more serious it would have made it impossible to build the Tennis Courts.

It may be interesting to describe how the land was later developed. My brother-in-law, Prof. Bradley, and I built the first house. Following this, Mr. and Mrs. Oliver Williams (Mrs. Williams being a cousin of my wife) bought what was known as the Hermits Cottage (now the Joplin House) [now, in 1990, the Lovejoy house]. Margaret Watson (Mrs. Walter Parker), a friend of my sister in Evanston, built next to our house [the house that was owned by the Stevenses and now, in 1990, by the Schenks]. Hollis French and his wife spent the weekend with us and bought the property next to the Parkers. Mr. and Mrs. Lyman Gale (Mrs. Gale being a sister of Mr. Paul Winsor who married Mrs. Williams' sister) built next to the Frenches. Mr. Paul Winsor built what is now the Sargent Kennedy house. Mr. and Mrs. William Graves, friends of ours, built what is now the Dr. Egans, and Prof. Michaelson, a friend of mine at the St. Botolph Club, an ardent tennis player and, incidentally, a Nobel Prize winner [presumably he of the famous Michaelson-Morley experiment disproving the existence of the ether], built the house owned by Prof. Langer.

The care of the courts has had some interesting phases as we all have had a whack at it. First I had charge of them and then Mr. Williams, and then Mr. Hollis French, who supervised most of the heavy work, such as the walls around the Courts, etc.

At present for a number of years they have been in charge of my brother-in-law, Louis Cole, and I feel everyone will agree that they have never been in such good condition and that they are constantly improving as he finds out better methods of treating the surface, marking, etc.

[signed]

Dec. 1, 1949

Wm. Chester Chase

The following historical account and subsequent financial situation of what became **The Old Wharf Lot Annisquam Trust** was written by L. dP. Cole.

In continuation of Mr. Chase's account of the early development of Adams Hill prior to the purchase of the quarry I will start from 1904 when Hollis French, Wm. C. Chase, Prof. Chas. F. Bradley and Oliver E. Williams rented the land and pier and beach from Dr. Isaac Adams payment being made on the basis of their assuming the taxes on a real estate valuation of two thousand dollars. During the summer of 1904 Mr. Chase's brother Fred was in Annisquam and conceived the idea of building a tennis court as this was a reasonably flat space sufficiently large for the purpose. He spent his entire vacation working on this and the result was what we now call our number one court being the one nearest the river.

In 1905 the number two court was built parallel to and east of number one. The cost of these two courts was \$443.60. It was then decided to form an organization to provide income to operate the property and a decision was made to purchase the land and this was done on Aug. 27, 1906 for \$5000. Of this amount \$1000 was paid in cash and the balance of \$4000 in a mortgage of 5% interest, later raised to 6%.

To finance the purchase a Declaration of Trust was drawn up and sixteen assessable shares of \$100 par value were sold to the following

Hollis French	5 shares	Wm. Chester Chase	1 share
Wm. H. Graves	1 share	O. E. Williams	5 shares
Paul Winsor	1 share	Lyman W. Gale	1 share
Prof. Chas. F. Bradley	1 share	Margaret Watson	1 share

With this sixteen hundred dollars, one thousand was paid to Dr. Adams, \$443.60 was repaid to Hollis French who paid for the construction of the two courts and the balance of \$56.40 was working capital.

By the terms of the Trust the real estate was held in the name of three trustees, Hollis French, O. E. Williams and Chas. F. Bradley and these trustees were to manage the property and they and the other stockholders were to divide the cost of operation equally regardless of the amount of stock each held. The Trust was called Annisquam Tennis Association which name was changed in 1941 to Old Wharf Lot Annisquam Trust.

The purpose of the Association as stated in the Declaration of Trust was as follows. "The trustees shall hold and manage said property for the purpose of preserving and improving the same as a place of recreation and athletic exercises and for the benefit of the adjoining property of the shareholders under the Trust."

A clause in the deed states that no building shall be placed on the property the height of which is over twenty eight feet above mean low water and the deeds give us title to mean low water.

In order to lessen the operating cost for shareholders it was decided to allow a few non stockholders to use the premises upon a payment of a fee each year.

In 1930 a third court was built and fourteen additional shares were sold to provide the necessary funds. This court was found to have insufficient space back of the service lines and Hollis French at his own expense of \$402.00 had the court lengthened and the shed [later known as the boat house; blown down in the blizzard of February, 1978] removed to its present location.

Due to the lack of sufficient funds during the period up to 1935 no attempt was made to pay off the mortgage and meanwhile Dr. Adams had died and the mortgage was held by a bank which insisted on payment. The bank however agreed to accept ten payments of \$400 each over a ten year period and in 1944 the mortgage was paid in full. Interest from 1906 to 1944 amounted to \$7,091.72 which was \$2091.72 more than the cost of the property. An original stockholder has paid in \$1700 not including the cost of his stock.

At the present time the property is assessed on a valuation of \$4000 and the 1948 tax was \$212. The original tax was \$35.

During the period to date the following Trustees have served:

Hollis French	1906 to 1940		
Chas. F. Bradley	1906 to 1932		Original Trustees
Oliver E. Williams	1906 to 1947		
L. deP. Cole	1939 to date		
Mrs. Hollis French	1940 " "		Present Trustees
Wm. Donnison Swan	1947 " "		

Clause No. 9 in the Declaration of Trust reads as follows:

"This Trust shall in any event be terminated on the expiration of twenty years after the death of the survivor of the original Trustees, provided that nothing herein shall be construed to extend the term for which this Trust is to be continued beyond the time allowed by the Rule against Perpetuities. Upon the termination of this Trust in accordance with this Article or otherwise the Trustees shall sell all of the Trust property and divide the net proceeds among the then shareholders in proportion to their respective interests."

In as much as Oliver E. Williams was until his death Sept. 23, 1947 the survivor of the original Trustees the Trust must be terminated on or before Sept. 23, 1967 and it will be necessary that the then Trustees and stockholders see to it that the property is bought in and a new organization formed to carry on. This will require expert legal advice.

The Trust at this date has no debts, no mortgage and \$738.26 cash on hand.

The list of stockholders is as follows as of this date:

Mr. & Mrs. Wm. Donnison Swan	12 shs
Mrs. Hollis French	10 shs
Wm. Chester Chase	2 shs
Lyman W. Gale	2 shs
T. R. Madden	2 shs
Estate C. A. Hight [?]	1 sh
Mrs. LeBaron Turner (trustee)	3 shs
Mrs. Chas. Janeway	1 sh
Mr. Arthur M. Wiggin	2 shs
Mrs. Eugene Meyer III	1 sh
Total	36 shares

(signed)

L. dP. Cole, Treas.

Dec. 31, 1949

Appendix F: Village Hall meeting



The old wharf, Nov. 2023. Photograph, Rita L. Teele