



Annual Report 1882-1883

To the President of the University:

SIR,

I have the honor to submit the following report on the condition and progress of the Arnold Arboretum during the year ending August 31, 1883:

The negotiations between the College and the city of Boston for their joint occupancy of the Arboretum as a public park were concluded on the 30th day of December. On that day an Indenture (see Appendix), signed by the President of the University, and the [Park Commissioners of Boston](#), was executed. Under this indenture the city agreed to lease to the College for 999 years, with the right of renewal, at a nominal rent, the portion of the original Arboretum grounds not needed for parkways and roads, the Park Commissioners having previously laid out the Arboretum as a public park. Nearly twenty acres of ground adjoining the College property and purchased by the city of Boston for the purpose were included in the lease, which is made contingent upon the fulfilment of various conditions by the two parties.

It is believed that this arrangement will be of great mutual benefit to the Arboretum and the city of Boston. Under its provisions the property of the College in the Arboretum is freed from all danger of taxation, and is relieved of the possibility of encroachment by any railroad, tramway, or public street. The city binds itself to expend within a reasonable time the sum of \$75,000 in building roadways through the Arboretum upon a plan previously agreed upon. It agrees, further, to maintain these roadways in a proper manner during the term of the lease, and to protect them and the Arboretum itself from injury by a suitable police.

The College agrees that the Arboretum shall be open for the instruction and use of the public at all reasonable hours. The control and arrangement of the Arboretum, with the exception of the roadways, rests in the hands of the President and Fellows. The scientific development of the Arboretum, therefore, will not be affected by this arrangement, while its usefulness as a means for popular instruction must be greatly increased.

Under this agreement, the construction of the roads was begun by the city early in July, and has been steadily continued.

The great accumulation of plants in the nurseries has necessitated their further enlargement, and nearly two acres have been added to the nursery grounds. Such plants as required moving have been transplanted, and the large collections of plants are in a satisfactory and flourishing condition.

In my last Report I called attention to the new system introduced into the Arboretum for preserving by means of a card catalogue a record of the collection of living plants. The plan has been found to work satisfactorily, and the whole nursery collection has been renumbered and relabeled during the year, to conform to it. The collection is now represented by 2,542 cards. The interchange of plants and seeds with other botanical and horticultural establishments has been continued during the year. There have been 7,841 plants (including cuttings and grafts) and 21 packets of seeds distributed as follows: to all parts of the United States, 6,431 plants and 1 packet of seeds; to Great Britain, 24 plants and 5 packets of seeds; to the Continent of Europe, 262 plants and 15 packets of seeds; to Algeria, 100 plants.

There have been received during the year, 7,821 plants (including cuttings and grafts) and 98 packets of seeds, from 22 donors.

HERBARIUM AND MUSEUM

The ordinary work of the Herbarium and Museum has been continued during the year. There have been added to the Herbarium, 3,827 sheets of dried plants; of these, 927 sheets contain North American species, and 2,900 sheets a collection of the ligneous plants cultivated in Europe and prepared at the Royal Garden, Kew, for the Arboretum.

During the year, the *Report upon the Forests of the United States*, prepared by the Director, in connection with the 10th Census, has been completed. The botanical drawings of the trees of North America for the Government of the United States, have been continued by [Mr. Faxon](#), who has also been engaged in the arrangement of a special herbarium, illustrating North American trees, to accompany the exhibit of forest products which Mr. Morris K. Jesup is now forming in New York, under my general direction, in connection with the American Museum of Natural History.

As a member of the Northern Transcontinental Survey, the Director devoted the months of July and August to an examination of the composition and distribution of the forests of the Rocky Mountains in Northern Montana.

C. S. SARGENT, Director.

APPENDIX.I.

Indenture between Harvard College and the City of Boston concerning the use of the Arnold Arboretum as a Public Park.

THIS Indenture made the thirtieth day of December, in the year eighteen hundred and eighty-two, between the City of Boston, a Municipal Corporation in the Commonwealth of Massachusetts (hereinafter called the City), of the one part and the President and Fellows of Harvard College, a corporation established by the laws of Massachusetts (hereinafter called the College), of the other part.

Whereas, the Board of Park Commissioners of the City of Boston, by virtue of the authority conferred upon said Board by Chapter one hundred and eighty-five of the Acts of the Legislature of Massachusetts of the year 1875, and by the City Council of said City of Boston, by a certain written instrument of even date herewith to be recorded with the Suffolk Registry of Deeds, have taken and located as and for a public park that tract of land in that part of said city known as West Roxbury held by the College and by it dedicated to the use of the Arnold Arboretum, so called, together with certain adjoining tracts the property of other persons deemed by said Commissioners convenient and necessary for use in connection therewith, for the purposes and under the powers and limitations set forth in said Act and Acts in addition thereto and amendment thereof.

And whereas, by an act of the General Court of Massachusetts passed on the twenty-ninth day of March, in the year 1880, it was enacted that in case the said Board of Park Commissioners deemed it desirable so to take the said lands for the said purposes, the City was thereby authorized to lease such portions of the said Arboretum and adjoining tracts so taken, as the said Board of Commissioners might deem not necessary for use as park ways and grounds to the College, to be held to the same uses and purposes as the said Arboretum was then held under the trusts created by the wills of Benjamin Bussey and of James Arnold, and for such a term and upon such mutual restrictions, reservations, covenants, and conditions as to the use thereof by the public in connection with the uses of the same under the said trusts, and as to the rights, duties and obligations of the contracting parties as might be agreed upon between the said Commissioners and the College. And the Board of Park Commissioners on the part of the City and the president on behalf of the College were respectively authorized to execute and deliver the said lease.

And whereas, the said Board of Park Commissioners deems such portion of the said Arboretum and adjoining tracts as is hereinafter described and leased to be not necessary for use as park ways and grounds and considers that the same will be better and more advantageously enjoyed and used by the public as a part of the said park if the same be leased to the College for the purposes of the said trusts and upon such terms and subject to such provisions with regard to the use thereof by the public as are hereinafter contained. And it has been agreed between the said Commissioners and the College that the same be leased to the College for the term and upon the mutual restrictions, reservations, covenants, and conditions hereinafter expressed.

Now this Indenture witnesseth that the City by virtue and in exercise of the power and authority given to it by the said act and of every other power and authority it hereto enabling doth demise and lease unto the College all that parcel of land delineated on a plan entitled "The Arnold Arboretum," and to be recorded herewith in the Suffolk Registry of Deeds situate in that part of Boston known as West Roxbury and bounded and described as follows: - Beginning at a point on the northerly line of South Street at land of the President and Fellows of Harvard College, and running thence northwesterly on said land by two lines 259 feet and 282 94/100 feet; thence turning and running in a general westerly direction on said land of said President and Fellows by several lines 457 14/100 feet, 343 59/100 feet, 60 15/100 feet, 145 20/100 feet, 140 20/100 feet, 202 1/100 feet, and 464 92/100 feet, thence turning and running on said last mentioned land in a general southeasterly direction by several lines 83 29/100 feet, 116 71/100 feet, 107 80/100 feet, and 254 37/100 feet to South Street, thence turning and running southwesterly by a curved and broken line on said South Street 1408 37/100 feet to Bussey Street,

thence turning and running northwesterly on said Bussey Street 1981 57/100 feet to Walter Street, thence turning and running northerly on said Walter Street 240 37/100 feet, thence turning and running northeasterly by three lines on land of Caroline E. Skinner and Freelove S. Kent, 272 64/100 feet, 357 17/100 feet, and 242 94/100 feet; thence turning and running northwesterly on said land of Kent 350 80/100 feet to Centre Street, thence turning and running northeasterly on said Centre Street 1409 97/100 feet, thence turning and running southeasterly 200 feet, thence northeasterly 100 feet, thence easterly 369 56/100 feet, thence, northeasterly 200 8/10 feet, thence northwesterly 493 29/100 feet, thence northeasterly 755 75/100 feet, thence northwesterly 130 feet, the last seven boundaries being on land of The Adams Nervine Asylum, thence turning and running northeasterly on land of said Asylum, and on lands now or formerly of Edward K. Butler, William H. Goodwin, George W. Richards, and William Minot, Jr., Trustee, 1020 26/100 feet to Centre Street, thence turning and running southeasterly on said Centre Street 126 53/100 feet, thence turning and running southwesterly by a curved line of 28 58/100 feet radius 45 feet, thence southerly by another curved line of 157 85/100 feet radius 68 89/100 feet, thence by another curved line 322 59/100 feet radius 97 63/100 feet, thence southeasterly by a straight line 94 20/100 feet, thence southerly by a curved line of 1011 51/100 radius 490 14/100 feet, thence southwesterly by another curved line of 747 89/100 feet radius 307 65/100 feet, the last six boundaries being on land of George W. Goldsmith and his heirs; thence southwesterly by a straight line on land now or formerly of Robert and Fred Seaver 217 80/100 feet, thence southwesterly by a straight line 1 8/10 feet, thence southerly by a curved line of 354 60/100 feet radius 427 43/100 feet, thence southeasterly by a straight line 218 64/100 feet, the last three boundaries being on land of Sophia A. Smith and her heirs, thence continuing on the same line southeasterly 524 27/100 feet, thence by a curved line of 387 34/100 feet radius 172 35/100 feet, thence southeasterly by a straight line 50 feet, thence by a curved line of 859 95/100 feet radius 435 25/100 feet, thence southeasterly by a straight line 60 15/100 feet, thence by a curved line of 529 69/100 feet radius 41 59/100 feet, thence by another curved line of 175 feet radius 45 80/100 feet, thence easterly by another curved line of 17 73/100 feet radius 35 94/100 feet, to South Street; the last eight boundaries being on land of Arthur W. Austin, thence turning and running southerly and southwesterly on South Street 422 80/100 feet, to the point of beginning containing 167 44/100 acres more or less.

Excepting and always reserving out of these presents all those parts of said lands delineated and marked on said plan as driveways and parkways, and those parts of the same lands delineated and marked A. and B. respectively on the said plan.

And granting with the premises hereby leased a free and unobstructed right of way upon and over all the said excepted parts of the said lands and upon and over the driveways and parkways delineated on the said plan, and so marked thereon.

To have and to hold the premises hereby leased (hereinafter called the Arnold Arboretum) unto the College and its successors and assigns for the term of One Thousand Years from the date hereof without impeachment of waste upon and for the same trusts, uses and purposes as those upon and for which the said land held by the College for the purposes of the said Arboretum at the said time of the passing of the said act of the year 1880, was then held under the will of Benjamin Bussey and the will of James Arnold and a certain indenture dated the 29th day of March in the year 1872, and made between George B. Emerson, John J. Dixwell and Francis E. Parker, as trustees of the will of the said James Arnold

of the one part, and the College of the other part, in which indenture the trusts provided for in the said will of James Arnold are declared in pursuance of the directions in the said will contained, yielding and paying therefor during the said term the yearly rent of one dollar.

And the City covenants with the College, its successors and assigns that the College and its successors and assigns shall peaceably hold and enjoy the premises hereby leased during the said term without any interference or control of the City or any person claiming through or under it. That the City will at all times save and keep harmless and indemnified the College and its successors and assigns, and keep the premises hereby leased free and discharged of and from all taxes and assessments of every description which during the said term may be assessed or payable in respect of or charged upon the premises hereby leased or any part thereof.

That the City will within a reasonable time make and finish fit for use good sound materials and in a proper and workmanlike manner the driveways of which the sites and dimensions are delineated on the said plan and so marked thereon; but at a cost not exceeding seventy-five thousand dollars, and that the said driveways during the said term shall be repaired and maintained in a proper and substantial manner free of all charge and expense to the College and its successors and assigns. That the City will during the said term provide and maintain a proper and sufficient police in and about the Arboretum and the said parts excepted from these presents and the said roads, avenues, and parkway for the preservation of order and good conduct and the observance of the rules hereinafter mentioned or provided for. That no public street or highway and no steam or horse railway, or construction for like purposes shall be laid out through or over any part of the Arnold Arboretum except in such places if any and in such manner as the Park Commissioners and the College shall approve. That if the water supply from the sources within the Arnold Arboretum which the College has heretofore enjoyed for use in the said Arboretum shall at anytime be cut off, interrupted, or impaired by the City or its assigns the City will immediately provide at its own charge and expense an equal or superior supply of water for the like uses. And that if the College, its successors or assigns shall be desirous of taking a renewed lease of the said premises for the further term of one thousand years from the expiration of the term hereby granted, the City or its assigns will upon the request and at the expense of the College, its successors or assigns and upon its or their executing and delivering to the City or its assigns a counterpart thereof, forthwith execute and deliver to the College its successors, or assigns a renewed lease of the said premises for the further term of one thousand years at the same yearly rent and upon and subject to the same restrictions, reservations, covenants, and conditions as are herein contained including the present covenant and so on from time to time forever. And the College for itself and its successors and assigns covenants with the City that the College will not commence or prosecute any action, suit or other proceeding against the City for the enforcement or recovery of any damages or claim which the College may have or be entitled to against the City by reason of the said taking of the said Arboretum land by the City. And that the Arnold Arboretum shall at all reasonable times be open to the inspection of the public as a part of the said Park subject to the rules hereinafter mentioned or provided for. *Provided* always and it is hereby declared that the City shall be at liberty to erect and maintain suitable gateways for entrance thereto upon any of the said excepted parts and to maintain gates there. And that no pavilion, kiosk, urinal, museum, greenhouse, stable, shed or other building (except as above provided) shall be erected or maintained within the Arnold Arboretum, or in any of the said excepted parts or in any of the said driveways or parkways without the prior consent of the Park Commissioners

and the College. *Provided* also and it is hereby declared and agreed that the use of the Arnold Arboretum and of the said excepted parts and of the said roads, avenues, and parkways by the City and its assigns and the College its successors and assigns and the public, shall be subject to the rules contained in the schedule hereto annexed and to such additional rules as have been or may from time to time be agreed upon between the Park Commissioners and the College. But any of the said rules may be altered or annulled by agreement between the Park Commissioners and the College.

In witness whereof the City by its Board of Park Commissioners and the College by its President have hereto set their respective corporate seals, and caused these presents to be signed acknowledged and delivered in their name and behalf by the said Commissioners and the said President the day and year first above written.

Seal of the City of Boston.	The City of Boston by CHAS. H. DALTON, WM. GRAY, JR., HENRY LEE,	<i>The Board of Park Commissioners of the City of Boston.</i>
Seal of Harvard College.	President and Fellows of Harvard College by, CHARLES W. ELIOT,	<i>President.</i>

COMMONWEALTH OF MASSACHUSETTS

Suffolk, S.S., December 30, 1882. Then personally appeared Charles H. Dalton, William Gray, Jr., and Henry Lee, Board of Park Commissioners of the City of Boston, and acknowledged the foregoing instrument to be the free act and deed of the said City, and personally appeared Charles W. Eliot, President, and acknowledged the foregoing instrument to be the free act and deed of the President and Fellows of Harvard College before me EDWARD P. NETTLETON, *Justice of the Peace*

The Schedule referred to in the above written Indenture.

RULES

1. The Arnold Arboretum shall be open to visitors daily from 7 o'clock A.M. until sunset.
2. No hawker, peddler, or huckster or other person offering or exposing for sale any goods or wares shall be allowed in the Arboretum or in any of the roads, avenues, or parkways within its limits.
3. No military or civil encampment, parade, drill, review, procession, or other military or civil evolution, assemblage, entertainment, exercise or athletic game, or sport shall be had or performed within the Arboretum or in any of the said roads, avenues, or parkways except with the prior consent of the Park Commissioners and the Corporation of Harvard College. And no military body shall, except with such prior consent, enter or move in military order within the Arboretum, or in any of the said roads, avenues or parkways, except in case of riot, insurrection, rebellion, or war.

Duplicate has been recorded, with plan, in Suffolk Deeds, Lib. 1584, folio 502.