

Published Articles
of
Early Railroad Problems
at
Ossining, NY
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The Democratic Register
11.18.1905

Hearing Before Railroad Commissioners. The State Board of Railroad Commissioners held an adjourned hearing in New York last Tuesday in reference to the proposed change of grade, elimination of crossings, and the closing of certain streets by the Central-Hudson Railroad Company. So deeply concerned were the people of this village that a large delegation attended.

Among those present, either representing their own interests or appearing for others, were Village Trustee Joseph M Rigney of the Grade Crossing Committee, George W Cartwright, Dr. A W Twigg, John P Faure, John T Turner, J Henry Holden, Louis F Washburne, Charles G Washburne, Harry M Carpenter, George F Secor, T H Calam, Corporation Counsel Young, Edward Khuns, Mr. Maguire of Alart & McGuire; James T Crane, Francis A Stratton, Peter Smith, Capt. Benjamin Jenks, Irving R Williams, Nathaniel S Hyatt, and Counselors Watson, Terwilliger and Gibney. Armour & Co. was also represented by counsel. The railroad company was represented by Counselor Paulding.

Immediately after the hearing was called to order, Corporation Counsel Young arose and said that the Board of Trade had given the matter careful attention, and he asked that Vice President John P Faure, chairman of the Executive Committee, be heard.

Mr. Faure read the following document expressing the protest of the Board of Trade against the proposed plans and indicating what was desired by the company:

The Board of Trade of Ossining discharges that which it deems a public duty in objecting to some of the plans proposed by the New York Central and Hudson River Railroad for the abolition of the present grade crossings in Ossining, on the following grounds:

A- The business necessity of the continuous roadway west of the Railroad tracks.

B- The erection of two bridges in addition to those on the railroad plans.

In the defense of those business interests located on the water front west of the track, we claim that deep and lasting injury will result in the failure to provide that which we have contended for from the first, namely – a continuous road on the west side of the track.

The proposed erection of bridges crossing the tracks will impose a steady burden of increased cost of transportation by teams of the thousands of tons of freight brought to our village, an item of cost which will be felt directly and indirectly by all the business interests of the portion of the county contiguous to Ossining.

While we are clear on these points, we recognize the value of the spirit of compromise in all material progress, and it may be that the overhead bridges at suitable points will prove to be a wise final solution, but in this case we are insistent upon the absolute necessity of the *continuous roadway west of the track*, by use of which both rail and water transported freight may reach the cross bridge by grades that will be reasonable from the standpoint of cost to the business interests. We feel that as our Board is largely composed of citizens whose lives have been passed here, it is quite fair to assume that we can indicate the location of the proposed bridge more in accord with actual public need than is possible to representatives of the Railroad Company, and with this view, we urge that bridges be located at the following points in addition to those contemplated by the Railroad Company at Secor avenue and Broadway:

A- A foot bridge at Mains street.

B- A bridge for all purposes at Quimby street as this street connects with the only dock property owned by the Village of Ossining and would furnish ready access to all the large manufacturing interests now located west of the railroad tracks.

Respectfully submitted on behalf and by the direction of the Board of Trade of Ossining,

John B Faure
Vice-President and Chairman
Executive Committee

The commissioners seemed very much impressed with the fair, clean-cut character of these protests and expressed themselves in favor of a road west of the tracks.

They suggested that it would be well for the village representatives to get together and agree upon a fair and amicable adjustment of the whole matter. Both the village representatives and the executive committee expressed a willingness to meet in such a conference after being left far in the rear.

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Deposition of Harry M Carpenter
The New York Central and Hudson
River Railroad Company vs. Shattemuc
Yacht and Canoe Club
9.1907

I reside at Ossining, Westchester County, New York. I am the treasurer of the defendant herein. Shattemuc Yacht and Canoe Club is a membership corporation. It maintains a club house for the accommodation of its members on the premises described in the answer herein, to which there is no access whatsoever by land except by the crossing which the plaintiff maintains for the defendant leading from defendant's land on the east to defendant's land on the west of plaintiff's right of way.

Benjamin Brandreth, defendants' grantor, through mesne conveyances, and also plaintiff's grantor, by deed bearing date August 25th, 1847, as alleged in plaintiff's moving papers, was the owner and possessor both of the premises occupied by the plaintiff and the premises occupied by the defendant many years before the making and delivery of said deed to the plaintiff.

Defendant's immediate grantor is Ralph Brandreth, a son of the said Benjamin Brandreth, and a true copy of the deed by him to the defendant is hereto annexed and made a part hereof.

Said Ralph Brandreth remained in possession of said premises until the year 1889, in which year the defendant club was organized, took a lease of the premises in question from the said Ralph Brandreth, and built a club house

thereon. This lease was renewed from time to time and the defendant continued in possession as lessee until August 21st, 1903, at which time the defendant took title to the premises in question as hereinbefore stated.

On or about the 10th day of May, 1890, the defendant, in conformity with its rights, laid a water pipe across plaintiff's right of way from defendant's premises on the east to defendant's premises on the west of plaintiff's right of way in substantially the same location as that in which the defendant laid a pipe on the 21st day of August 1907 and which was removed by the plaintiff herein. That pipe, namely, the one laid in 1889¹, was laid without plaintiff's consent by the defendant, and has been maintained in that position continuously and without intermission ever since, and the plaintiff has never questioned in any way the defendant's right to have said water pipe laid across plaintiff's right of way.

During the present summer, defendant has rebuilt and enlarged its club house with the result that a greater amount of water is necessary from use in the club house than can be supplied through the small pipe defendant placed in the year 1890 as before stated.

Defendant's only available water supply is that furnished by the Board of Water Commissioners of the Village of Ossining. The water is conducted from an extension on Water Street in said village along the twelve foot right of way described in defendant's deed to the right of way of the defendant. There is no other way by which the defendant can obtain fresh water, the water of the Hudson River, where defendant's club house is located, being salt water, and wholly unfit for that reason and for other reasons² to be used in the club house.

There is no public highway, which furnishes access to defendant's premises. There is no public highway or private road on the west side of plaintiff's right of way in the said

village of Ossining, so that defendant must have the privilege of crossing the plaintiff's right of way with its water pipes, as that is the only practicable means of supplying the club house with fresh water.

What I have said regarding the placing of water pipes, applies with equal force to the placing of gas pipes. Gas is now needed in the club house both for purposes of illumination and cooking. The defendant has employed the Ossining Heat, Light and Power Company to put in the necessary gas pipes, and has laid the same from the highway to plaintiff's right of way and this gas pipe and water pipe cannot be laid across plaintiff's right of way until the injunction hereinbefore granted shall have been vacated. In the meantime, the defendant is suffering serious inconveniences and financial loss.

The placing of a gas and water pipe across plaintiff's right of way does not interfere in the slightest degree with the proper use of the plaintiff of its right of way. This is shown conclusively by two facts:

First, that the defendant has maintained a water pipe across the said right of way since May 10th 1890 without criticism or complaint of any sort or description by the plaintiff.

Second the plaintiff now offers to permit the defendant to lay its gas and water pipes across plaintiff's right of way on payment by the defendant of five (5.00) dollars per annum for each pipe, and ten (10.00) dollars for drawing a certain crossing agreement, the terms of which are in other respects, so onerous and inequitable that the defendant declined to execute the same.

It clearly appears from these two facts that the laying of the gas and water pipes in question across the right of way of the plaintiff will in no way interfere with the proper enjoyment by the plaintiff of its said right of way.

That the Court may be better acquainted with the drastic and unfair conditions which the plaintiff is trying to impose upon the defendant in this

case, a form of the said crossing contract, submitted by the plaintiff to the defendant, is hereto annexed and made a part hereof.

Defendant cannot properly enjoy its property without the use of gas and water, and gas and water cannot be obtained in any other way than by crossing the right of way of the plaintiff with the necessary pipes, and defendant contends that it has this right both under the Laws of the State of New York and under the deed which plaintiff received from the said Benjamin Brandreth.

A conservative estimated of the present values of defendant's property is \$15,000; its prospective value is much greater, for the property has a prospective commercial value for wharf and factory use.

I know that the water and gas pipes placed by the defendant across the plaintiff's right of way, and removed by the plaintiff on August 21st, 1907 were so placed without interfering in any way with plaintiff's right of way, that the work was carefully and prudently done, and the plaintiff's property right carefully preserved, the soil being carefully re-placed without damage of any sort or description to plaintiff's property. Before placing said pipes, I caused notice to be given to the plaintiff that the pipe would be laid on August 21st in order that plaintiff might, if it chose, be present, or send some one to supervise the work.

Plaintiff contends that it has an unrestricted fee in its right of way, basing its contention on the deed which it received from Benjamin Brandreth aforesaid, but that deed contains the following significant language:

"The said parties of the first part, however, hereby reserve for themselves, their heirs and assigns forever, all their rights to all lands lying below high water mark of the Hudson River, except such portions as is taken for the use and accommodation of said railroad, as located opposite the lands of the parties of the first part etc."

It is not at all likely that the defendant will continue to occupy its property as a

¹ 1890

² no sewers to shore

club house when the waterfront of the Village of Ossining shall have been fully developed.

The defendant has a right of way twelve feet in width from Water Street in said village to its land three feet in width and fifty feet along on the east side of plaintiffs right of way. This gives the defendant full access to its property, and entitles the defendant, when the occasion arises, to compel the plaintiff to give the defendant a suitable crossing, either over-head or underneath the tracks, as may seem best.

In the opinion of deponent, therefore, it is highly important that the right of the respective parties herein may be passed upon this motion, and fully adjudicated in the action, and the plaintiff compelled to permit the defendant to lay its gas and water pipes, or to build a suitable crossing for the defendant.

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Democratic Register
1.11.1908

Meeting of Yacht Club. An adjourned regular meeting of the Shattemuc Yacht and Canoe Club was held at the club house last Tuesday night and there was a fair attendance, notwithstanding the stormy weather.

Counselor Benjamin Fagan and C S Emmeluth were elected to membership. Treasurer Harry M Carpenter and W E Barlow were appointed a committee to represent the club at the hearing on the elimination of railroad grade crossings before the Public Service Commission in Albany next Tuesday.

Following the business session, some fine refreshments were served under the direction of Mine Host Macdonald, of the Weskora Hotel.

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1.11.1908

Victory for Yacht Club Over the Railroad Company. The members of the Shattemuc Yacht and Canoe Club are highly elated this week, having learned on Wednesday, through their counsel, Frank L Young, Esq., that the suit brought against them by the New York Central Lines had been decided in

their favor by Justice Mills. The action was brought to decide whether the club had the right to run water pipes under the railroad tracks to connect with their property.

It will be remembered that the club desired to lay new gas and water mains to their clubhouse, but the railroad company outrageously insisted that they should pay for the privilege of running the pipes under the tracks, but the former claimed that they had a right to lay the pipes without paying for any alleged privileges, and they put men to work laying the pipes, and, as soon as they had completed the necessary job, the railroad company's workmen tore them up and an enjoining suit was immediately begun by the New York Central Lines.

After reviewing the matter in detail, Justice Mills, in his decisions, says there are two questions to be decided: First – Has the defendant, as to its fifty feet wide parcel, the right of way crossing the plaintiff's intervening right of way? Second – Does such right of crossing, if it exists, include the right to lay and maintain the proposed water and gas pipes?

On the first proposition, he rules that they can be no doubt that a reasonable right to crossing over the plaintiffs right of way strip to and from the west parcel to the east parcel, retained by the grantor, Brandreth, existed as a result of his conveyance to the plaintiff's predecessor. This right would exist upon the doctrine of necessity aside from the provision of the charter of the plaintiff's predecessor, and aside from the provision of the railroad law.

On the second question, he holds that the Yacht Club has a right to lay and maintain water and gas pipes under the railroad tracks.

In conclusion, the Court finds that the defendant is entitled to judgment:

First – Dismissing the complaint, with costs.

Second- Upon the counter claim awarding it Twenty dollars damage,

expenses for laying the pipes, which the plaintiff removed, and stating its rights as hereinbefore defined; and enjoined the plaintiff from interfering with the crossing of the defendant.

No doubt the case will be appealed, but, as far as it has gone, it is a big victory for the Yacht Club and its able counsel. It was a test case, no action of the sort ever having been tried in this State before, and its outcome will be invaluable in other suites of a similar character. The outcome is all the more gratifying from the fact that even many of the members of the Yacht Club who know some law were in doubt as to the advisability of fighting against such a powerful corporation as the New York Central.

The way a layman would look at it is that, if the Yacht Club could be deprived of water and gas, the property would be worthless, and no such outrage could long exist, if brought before the Legislature, which would pass a law compelling the Railroad Company to allow them the right, especially as the granting of that right wouldn't be any injury to the company or its property, in the remotest way. If there were any brains in the bullheads now in control of the company's interest, they would not have made any objection in the first place, but it would be to the good of the company to make friends instead of enemies along its lines. They should remember the fable of the "Lion and the Mouse."

Counselor Young and the Yacht Club are to be congratulated at the outcome, which will be the same if taken to the Court of Appeals, as no Court will tolerate any action that will deprive an individual or club from entering its own property, with food, provisions, light, fuel and water.

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3.10.1909

Railroad Wins over Lighting Company. In the condemnation proceeding of the New York Central Railroad Company against the Northern Westchester Lighting Company, the Railroad Company has been given permission to enter into immediate

possession of the disputed property, at the foot of Broadway, this village, on depositing with the Court the sum of \$20,000, pending a decision as to the amount to be paid to the Lighting Company for the land.

There is also a stipulation allowing the Lighting Company all of the privileges of crossing the strip with teams, water-pipes, wires, etc. that they previously enjoyed.

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3.19.1909

--The Hudson River Railroad condemnation proceedings were continued at White Plains last Wednesday. The Washburne parcel in this village was under consideration and the corporation put on as their expert Real Estate Broker Nickoll of Tarrytown. He got on swimmingly until he fell into the hands of Counselor Fagan, under cross-examination, when he was forced to admit he was badly mixed up; in fact, he knew nothing about land values here. He gets \$25 a day from the railroad company and he tries to earn it.

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The Register
7.10.1909

Ossining First to Break Lances With Railroad Company. We have all along argued and written that some aggressive and militant municipality should force the issue with the New York Central Railroad Company in making a legal test to find out if it is constitutional for that enormously wealth corporation to force any of them to pay a one-quarter share of the immense expense involved in the improvement of their plant, increasing of its trackage, changing of locations, rights of way, etc, which that company, for its own purposes, chooses to term "grade eliminations".

And now it has come at last; not from Yonkers or some of the larger and wealthier cities or towns, but right here from our "Progressive Ossining" and we take off our hat to the Board of Trustees for its courage and decision in opening the fight to protect the taxpayers from this extortion.

The Register, years ago, when that question was first broached, urged this course, and we are delighted at the good work of our Board of Trustees in ordering its Corporation Counsel, to take whatever steps that may be necessary to protect our taxpayers from being saddled with this unnecessary burden – the paying one-fourth of the expense of the improvements of a private corporation organized for the purposed of making money out of the public.

We may lose, it is true, but the chances of winning are, in our judgment, so much greater that the paltry few hundred dollars it will cost to appeal from the Public Service Commissioners' order requiring us to pay for a quarter share of the New York Central's PRIVATE IMPROVEMENTS will be well spent even if we do lose.

The Public Service Commission says we must pay one-quarter of an estimated \$220,000 to be spent at this point, because of an old railroad law that was passed many years ago in relation to real genuine grade crossing eliminations says so. This law was all right in its way but its frames never dreamed of "electrification"; increase of trackage to accommodate anticipated increased traffic and patronage to be rendered; changing and expansion of roadbed; different rights of way, etc, which are all for the RAILROAD'S BENEFIT SOLELY.

Ossining has not applied for any grade crossing elimination and we are doing very well, thank you, with those we have. We can get along without any elimination.

Read the report of Tuesday night's meeting of the Board of Trustees and learn of the details of the action then taken, and you will see that the Trustees were looking out for your interests in deciding to make this test case.

The Register warmly approves of their action and wishes them the best of fortune in what will be, at the best, a stubborn, long-drawn out legal battle. But, as Trustee Chadeayne says, "lets' fight it out to the court of last appeal".

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8.07.1909

Railroad Gets Possession. News came from White Plains last Saturday that, in the condemnation proceeding brought by the New York Central Railroad Company to acquire certain property along the river front in this village for the electrification of the railroad, the Court has awarded the company immediate possession of the land on the filing with the Court of the sums claimed as damages by the owners of the land, pending a decision of the amount to be awarded.

The owners and the amounts to be filed are as follows: F R & P M Pierson property \$11,000, the Crow & Williams, and Sullivan properties \$500 each; property of Christian Fiegenspan, \$12,000.

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8.07.1909

--The work of filling in on the outside track of the New York Central Railroad is proceeding rapidly. Space for a fourth track has been made from Philipse Manor to Scarborough station. Last week signal tower No. 26 was moved out toward the river to allow for the filling in.

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Democratic Register
2.05.1910

Real Estate Costs the Central Lines \$60,000. The commission appointed by Supreme Court Justice Mills appraised the value of the land needed by the Hudson River Railroad in its track improvement and electrification in this village and nearby has completed its labors and filed a report in the County Clerk's office, at White Plains, last Monday.

The awards fixed are as follows: Cornelius Daily, hotel \$16,039; William Haddow, Hub Foundry, \$2,416.65; J Harriet Washburne and E Ella Barnes, \$14,786.25; Shattemuc Yacht and Canoe Club, \$3,560.80; Crow & Williams, flour and feed, \$2,550; J W Sullivan, \$100; Feigenspan's Brewery, \$8,932.80; FR&PM Pierson, \$11,851.90.

The parcel owned by John W Sullivan, for which the sum of \$100 is awarded, consists of about thirty two square feet.

Palmer & Fagan, of this village represented Cornelius Daily, J Harriet Washburne and E Ella Barnes, and John W Sullivan in the proceedings, and they were also the attorneys of the Northern Westchester Lighting Company and for the Washburne & Todd Company, with both of which concerns settlement had been made by the railroad pending the finding by the commission.

Hugh E Thornton, of Dobbs Ferry, and Albert W Vennino, of New York were counsel for William Haddow, and Mr. Thornton looked after the interests of the FR&PM Pierson Company whose property is at Scarborough.

Assemblyman Frank L Young was the counsel for the Shattemuc Yacht and Canoe Club, the Feigenspan's Brewing Company and Crow & Williams.

A motion to confirm the report of the commission will be heard by Justice Mills at White Plains on Friday of next week.

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Democratic Register
02.19.1910

Railroad Work Progressing. The New York Central Lines are engage at the present time in tearing down the Haddow foundry building and the Feigenspan building, in Lower Main street, to make room for their contemplated track improvements at this place.

As a result of this action, Manager George F Hunt, of the local depot of the Feigenspan breweries, has been compelled to move further up the street, where a new office and store have been arranged.

The Washburne & Todd Company, which must vacate the premises that have been occupied for over a half a century by members of the Washburne or Todd family, the latter part of April, have moved most of the material to the yards west of the railroad tracks. It is the intention of the company to keep its office east of the tracks for the greater

accommodation of their numerous patrons.

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Democratic Register
02.19.1910

Hearing on Railroad Plan Changes. On Monday afternoon, as advertised and noted in last Saturdays Register, the Second District Public Service Commission gave a hearing upon the application for changes of plans in connection with the elimination of grade crossings in this village, Mount Vernon and Yonkers.

So far as the changes proposed by the New York Central in this village were concerned, Corporation Counsel Frank L Young, who appeared for the village, stated that there was no objections on the part of the village to the changed plan, but the village appeared so that its rights might be preserved, on its contention that he village could not properly be asked to pay any cost of the elimination of crossings in that village. The matter is now before the Supreme Court, Appellate Division, First District.

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Democratic Register
04.30.1910

Railroad Seizes Village Street. In spite of the fact that the Hudson River Railroad has not received permission to close temporarily the street parallel with the road, connecting Main street and Secor Road, they are going ahead with the construction of the road across the former Washburne and Todd lumber yard, which they offer as a substitute.

The railroad officials evidently considered that the villages have absolutely no rights which railroad corporations are bound to respect and that that condition will continue until village officials can cultivate a little more backbone in their dealings with corporations.

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Democratic Register
05.21.1910

Railroad Street Grab Stopped. Pursuant to a resolution of the Board of Trustees, Dr. A W Twigg, Village President, served notice upon the Hudson River Railroad Company to

discontinue all excavation and grading in Railroad avenue until an agreement in writing had been made between the company and the village as to what work is to be done and the method of doing the same in relation to the removal of the railroad station to a new location and other work incidental thereto.

Considerable excavation had been done and it was the general impression that tracks were to be laid although the company representative specifically stated that they only desired to close the street temporarily and open another one during the moving of the station.

The company obeyed in the main to this order from Dr. Twigg and they also agreed to set a curb to be used as a header at the point of intersection between the new street and the brick pavement on South Water street.

The Hudson River & Eastern Traction Company are also interested in the street question, as their tracks run though Railroad avenue and they have taken steps to prevent the Central from uprooting the trolley rails to lay their own.

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Democratic Register
9.17.1910

Change in Grade Crossing Plans. Local property owners affected by the changes to be made owing to the railroads grade crossing plans have this week been notified that, at a meeting held on August 22d, the previous order of the Public Service Commission has been revised.

After due deliberation it was, at this meeting, ordered that the order of the Commission dated June 17th, 1909, in the matter of the petition of the New York Central and Hudson River Railroad Company, under section 62 of the Rail Road Law (now section 91), for the elimination of certain grade crossings of its railroad in the village of Ossining, and the supplemental order dated February 15th, 1910, be and hereby are revised in so far as the grades on the new street west of the tracks between the approach to the Secor road

crossing and the Broadway crossing, and the grade on either side of the Broadway crossing, and the grade of the highway leading to the Northern Westchester Lighting Company's property, as follows:

"The easterly approach shall ascend on a 10 per cent grade westerly from Water street for a distance of about 187 feet to a point on the bridge over the tracks. From this point to the angle in the street the span over the tracks for a distance of about 67 feet shall be crowned 3 inches. The intersection of the westerly approach with the bridge shall be level. The westerly approach shall descend southerly on an 8 per cent grade for a distance of about 240 feet, thence level for about 25 feet, and thence descend southerly on a 0.296 per cent grade for a distance of about 243 feet; thence ascend on a 0.577 per cent grade for a distance of about 293 feet; thence level for a distance of about 310 feet; thence descend on a 1.83 per cent grade for a distance of about 76 feet; thence descend on a 0.3 percent grade for a distance of about 100 feet to the foot of the westerly approach to the Secor Road bridge. The road to the lands of the Northern Westchester Lighting Company shall descend from the level spot at the foot of the west approach on a 1.02 per cent grade of a distance of about 165 feet to elevation 4 at an angle in said roadway, thence level to the property of the Northern Westchester Lighting Company under the approach to the overhead crossing."

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Democratic Register
2.04.1911

Railroad Files Another Main Street Petition. The New York Central & Hudson River Railroad Company has filed a petition with the Public Service Commission asking for an order determining that the grade crossing of their tacks at Main street shall be eliminated.

Also, that such changes in street grades, and approaches to the Main street crossing shall be made as may be made necessary by such elimination of this grade crossing

In compliance with the law, Secretary John S Kennedy of the Public Service Commission for the Second District, has called a public hearing on this matter, and the same will be held at the office of the Commission in this State Capitol at Albany on Monday, February 13th, (which will be observed as Lincoln's Birthday), at 2 o'clock PM.

The Board of Trustees should look into this matter and see that the village's interests are protected at this hearing.

Corporation Counsel Young has won one splendid victory for the taxpayers, against the railroad company recently and he will be on hand to see that no "tricks are turned" at this hearing

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Democratic Register
4.28.1911

Railroad Finally Seizes Village Streets. Early last Monday morning the New York Central Lines began laying their tracks across the foot of Main street and through Railroad avenue. This work was commenced some time ago and was stopped on the injunction issued to former Corporation Counsel Young on application of the village. In the subsequent proceedings a motion was made by the village for a stay of the execution of the judgment of the Appellate Division, pending a determination of the matter by the Court of Appeals, but Judge Cullen denied the motion for a stay on condition that the railroad company should provide a temporary street for the use of the village, and also that, if the final determination of the proceedings should be in favor of the village, that the railroad shall construct a substitute street entirely at its own expense. These stipulations were agreed to by the village.

Last Monday, also, the railroad people begun excavating about the railroad station preparatory to shifting it to about the spot where the former Washburne and Todd office stood.

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Democratic Register
7.08.1911

Final Hearing on Grade Crossing Matter. The final hearing on the

application for the elimination of grade crossings in this village by the New York Central Lines, was held before the Public Service Commission in Albany last Tuesday, and at its conclusion, opposing counsels were directed to file briefs before April 24th.

The final hearing dealt particularly with the question of usage of Quimby street, Washburne's alley, Smith's alley and Broadway and among those who testified were Village Clerk Richard A Ward, Superintendent of Streets E F Wheeler, town Assessor Herbert W Mealing, Superintendent James Bedell, of the Water System, and Powles D Palmer.

Others present at the hearing were Harry M Carpenter, Jesse L Gorrell and Philip H Fleck.

Corporation Counsel Young conducted the case for the village in his customary able manner, and the interests of the railroad were looked after by Counselors George H Walker and Fred S Wheeler.

Corporation Counsel Young contended that these four crossings are not public highways.

Under the statue, the Commission is vested with authority to separate the crossing of the railroads and public highways; it has not such a power over private crossings.

Mr. Young asked for a dismissal of the proceedings, on the grounds that the Court of Appeals, on a proceeding identical with the present one, had held that the crossings in question are not public highways.

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Democratic Register
9.02.1911

Ossiningers Must Now Use Railroad Bridge. The new eastbound track on the New York Central Lines was put into operation last Sunday morning and now the locals take the outside tracks and eastbound expresses are run on the center tracks.

This makes necessary the using of the overhead bridge for those who are going to New York and it was put into use last Sunday. The climb up the wet stairways was not very agreeable and some harsh things were said to the station employees who were in no way responsible for the erection of the bridge.

Hereafter one must allow himself a few extra minutes to reach his train and when one gets a little bit irritable at the extra journey he should reflect that it is a whole lot better to climb those stairs than to climb the golden stairs after a contact with one of the many trains which dash by the station in a day.

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Democratic Register
10.28.1911

Railroad Company "Puts One Over on Village. What is announced by the "progressives" as a big victory for the Village administration is in reality the worst kind of a defeat.

The victory claimed by the administration is the signing of a stipulation between the Village and the Railroad Company in the matter of the Grade Crossing elimination in the village.

In pointing out the victory contained in this stipulation, the effect of the decision of the Court of Appeals in the former grade crossing proceeding has been worse than ignored. The stipulation is much less favorable to the Village than the decision of the Court. The railroad company, through its clever attorneys, has put one over on the administration.

Mr. Frank L Young carried the former proceeding to the Court of Appeals and there secured a decision favorable to the Village in every respect. The Court said:

It follows from what has been said that the order of affirmance and the order of the public service commission should be modified so as to make the order of the public service commission provide, in the subdivision number 8, that the proposition of the cost of elimination of said grade crossings in the village of

Ossining to be borne by the state and village under section 62 of the (old) railroad law shall NOT INCLUDE ANY EXPENSE FOR ELIMINATING THE CROSSINGS AT QUIMBY STREET AND THOSE THREE ALLEYS OR DRIVEWAYS which now cross the New York Central and Hudson River Railroad at grade north of Quimby Street, or any of them.

"The respondent railroad company contemplates laying additional tracks on its line passing through Ossining and also the introduction of the so called third rail, in order to operate some of its trains by electricity. Counsel for the appellants suggest that the necessity for the elimination of grade crossings was due more to this proposed change of motive power than to any condition of danger to the public. Obviously the municipality ought NOT TO BE REQUIRED TO DEFRAY EXPENSE OF RAILROAD IMPROVEMENTS WHICH HAVE NO RELATION TO THE PUBLIC SAFETY; and the public service commission recognized this by inserting in its order a provision that the proportion of the cost of eliminating grade crossings payable by the state and village SHALL INCLUDE ONLY SUCH COST AS IS NECESSARY TO CROSS THE EXISTING TRACKS OF THE RAILROAD COMPANY with the necessary approaches and connecting streets leading thereto and any sum IN EXCESS OF SUCH COST OCCASIONED BY ADDITIONAL MAIN TRACKS OR OTHER IMPROVEMENTS SHALL BE PAID ENTIRELY BY THE RAILROAD COMPANY.

"This is a proper requirement, but it may be doubted whether the public service commission has the power to impose it without the express consent of the railroad company. The Railroad Law prescribes the method of defraying the expenses of altering old crossings and constructing new ones and the commission can hardly go beyond its provisions. Nevertheless it is expedient to make it perfectly clear that the VILLAGE IS NOT TO BE CHARGEABLE WITH THE COST OF IMPROVEMENTS WHICH DO NOT FALL WITHIN THE SCOPE OF THE

STATUTE. Hence we think that the respondent should STIPULATE THAT IT WILL PAY THESE EXPENSES, as a condition of the affirmance of the order, with the modification which has been suggested in regard to Quimby street and the other private crossings".

The result of Mr. Young's persistence in carrying the matter to the highest Court was that the Court of Appeals decided that the Village should be required to pay its proportion of the cost of the elimination of the grade crossing at MAIN STREET ONLY, and as to that crossing, ONLY THE COST OF BRIDGING THE TRACKS WHICH EXISTED AT THE TIME THE PROCEEDING WAS BEGUN, and that the Railroad should pay the added cost due to the extra tracks, and ALL THE COST OF ELIMINATING ALL THE OTHER CROSSINGS.

The first of the much praised stipulations made by the present administration follows the decision of the Court of Appeal as secured by Mr. Young and does not go one word beyond that decision.

The exaction of this requirement was a victory for Mr. Young. It was one of the points for which he fought and this feature of the Order of the Commission and the decision of the Court of Appeals is due to his foresight and insistence, and the present administration is but praising him in claiming a victory for itself.

The second stipulation, which the Village has been cajoled into signing, requires the Village to pay its one fourth share of the cost of the Quimby street and Broadway bridges. Under the decision of the Court of Appeals above quoted, the railroad should pay the entire cost of those bridges, and the village PAY ABSOLUTELY NO PART OF SUCH COST.

Complaint is made that when the case was appealed Mr. Young stipulated that the question that public safety demanded the elimination of the grade crossings should not be raised. This stipulation left open the question of whether the danger was not occasioned

by the change of the motive power on the railroad, as its shown in the opinion of the Court of Appeals, and the determination of the question in favor of the Village resulted in the direction that the railroad must pay for the extra cost occasioned by the installation of electricity.

The net result of this victory (?) of the administration in the present GRADE CROSSING PROCEEDINGS IS THE IMPOSITION UPON THE village of one fourth the cost of two bridges, which the Court of Appeals has ALREADY DECIDED SHOULD BE BORNE BY THE RAILROAD ALONE. In other words the terms upon which the village agrees with the railroad company are such as to require the Village to pay for work, which the railroad company would have to pay if the decision of the Court of Appeals were followed.

Even if the administration does not care to reap the fruits of the real victory gained by Mr. Young and surrenders to the railroad company, it should at least not claim as a victory a recession from the village ground.

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The Register
4.13.1912

Grade Crossing Elimination Here and Elsewhere. White Plains is paying the penalty of procrastination in relation to grade crossings elimination. It will be remembered that at the first meeting before the Public Service Commission in relation to the railroad improvements in Tarrytown, Hon. Frank Millard put in a general objection in relation to payments, in order to entrench the village in its position in the event of any legal proceedings. The question of the hour in White Plains, so says the Daily Record, is whether the village authorities will contest the appeal before the Court of Appeals in as far as the order of the Public Service Commission applies to ruling the village for a share of the grade crossing elimination in this county seat village. The contention was made by some of the village officials that the railroad changes are more a change of route than an elimination and because of this the village should not be

asked to pay any part of the expense. It is right here where Surrogate Millard took time by the fore lock in relation to the prospective situation in Tarrytown. He made all of the necessary objections at the go – to use that short but expressive term.

Tarrytown’s objections are now on record, so there will be no quibble in this particular, and in case of a contest the village will be well fortified for any phase presented. White Plains is liable to pay \$200,000 for the proposed improvements there.

The matter is now before the Court of Appeals. White Plains has virtually admitted that the elimination of grade crossings is necessary for public safety. The courts hold that there is a difference between the situation in White Plains and that in Ossining. In the latter village, the question raised is whether or not the commission possessed the power to change the existing route and to require the state and village to pay their respective shares, for it appears the village has not been required to contribute to the payment of any expensed made necessary by the plan of elimination not solely limited to the expense of crossing of the present existing tracks of the railroad company.

Furthermore all of the data of the Ossining [*] situation has been carefully looked into by the Tarrytown authorities, and the proceedings will have some bearing in Tarrytown if it comes to an issue. All of which shows that Tarrytown is well prepared for any emergency, so those on the anxious seat may cease worrying – *Tarrytown Daily News*.

[*] Unfortunately, the lines of the Ossining taxpayers have fallen in some unpleasant and expensive places, since the decision of the Court of Appeals was rendered, deciding that the Hudson River Railroad Company, and NOT THE VILLAGE, should pay for ALL THE COST of the grade crossing improvements at the Quimby street, Middle Dock and Broadway crossings, which would save the taxpayers \$30,000 to \$50,000.

Corporation Counsel Young won this great legal victory for the people without the aid of any “special counsel” and with the best legal talent of that great corporation pitted against him.

After having gone to the trouble, time and expense – the expense, however, in this case was on the railroad company – of applying from the verdict of the Public Service Commission and winning the first victory of the kind rendered in this State, the Barnes-Twiggar combination in the Board of Trustees upset the whole victory, by allowing the Corporation Counsel, on the week after his election, to give back to the railroad company what the Court of Appeals determined did not belong to it, giving it the right to tax our citizens for the work it should pay for itself, thus saddling us between \$30,000 and \$50,000 which the Court of Appeals said the company should pay for its grade crossing improvements, at these crossings.

Corporate Counsel Young won a great legal victory for the taxpayers, which was heralded in every newspaper in the State published in localities affected as we are in respect to grade crossings. These places – Tarrytown, Yonkers, White Plains, and scores of other places in Long Island and other portions of the State – will be benefited by that decision for ages to come, but Ossining will not benefit one cent from it, although Ossining’s able Corporation Counsel then alone and single-handed, fought for the principle he believed to be just through all the Courts against the Public Service Commission, but to and through the court of last resort. The flimsy excuse the Twiggar-Barnes coterie gives for undoing – so far as Ossining is concerned – this great legal work and saddling the burden on our taxpayer was that the village needed a sewer outlet though Quimby street. What an excuse!

Every citizen knows that if we could not reach the river with the sewer in any other way, that excuse might “go”, but the most ignorant taxpayer in town knows that we could secure an outlet for a sewer anywhere it was needed though condemnation proceeding, all of which would cost but a few thousand dollars to pay for a right of way under the tracks

and for the whole expense of the condemnation commission. Other sewers go under the tracks in other portions of the village, why not there? "Eh, Honest", why not there?

If the Board and the immaculate and only honest successor to such men as George A Brandreth, John Gibney, Samuel Watson and Frank L Young can explain this business away to the satisfaction of the taxpayers, we hope they can do so. The Register's columns are open to them for this purpose.

Why did the Barnes-Twiggan Board of Trustees give in to the railroad company, thus undoing the hard work of Corporation Counsel Young? That "undoing" was a great financial benefit to the railroad company and a corresponding financial loss to the taxpayers of the village.

Hurrah for Reform! And watch your taxes grow in the interest of the railroad company. Sweet to the taxpayer, ALWAYS, are the uses of reform. Reform is usually a burning question, but the taxpayer finds out where the blisters come from when too late, and they soon forget, and are ready in a few years to go through a similar fire because some prolific and windy politician demagogue, down and out financially, shouts, "Stop, Thief!" and "Reform" so he can "feather his nest" at the expense of the public, who likes to be fooled, it would seem. But as Lincoln said "You can fool some of the people some of the time, some of the people all the time, but you can't fool all of the people all of the time." The fellow who does the "fooling" some of the time gets away with considerable of "the goods" until the people wake up and get "on to his curves". History is all the time repeating itself, and Ossining gets its full share of the "fooling" and the "repeating."

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4.13.1912

Electric Train Service by November First. According to the Tarrytown Daily News, it is now planned by the New York Central Lines to have the electric zone of its system extended to Ossining by the first of November. It was thought that electric trains would be

running the latter part of June, but several circumstances have conspired to defeat this. The severe winter retarded work for more than was anticipated, notwithstanding that every effort was made to push it along to completion. Then Governor Dix vetoed the grade crossing elimination appropriation, which to a certain extent has militated. Plans can not be anticipated with any surety, as the bill will have to be submitted to the legislature again next winter, and the money appropriated will not be available, until a year from October next. While the electric system will be installed the trains cannot be run under the same headway and speed as contemplated when the grade crossings have been attended to.

Contractors Grannis and Warley of this village have the building of a number of small brick structures along the tracks between Tarrytown and Harmon. In these structures the apparatus for breaking the electric circuit will be installed. Contractor Grannis is well known in railroad construction work. His greatest feat was in remodeling the railroad arches at Sing Sing Prison. This work was accomplished without stopping traffic on the road even for a few minutes. It took two years to accomplish the work.

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Democratic Register
7.12.1913

Railroad Improvement Work Progressing Rapidly. Grannis & Warley are pushing work on the west side roadway and overhead approaches on the New York Central Lines through this village with all possible haste.

The ironwork at Broadway is in place and the filling in of the approaches is almost completed. At Secor Road the bridge is erected and the east side approach is practically finished, but the west side approach is only partly completed as difficulty was encountered in driving the piles in the rock filled earth and it is necessary to get more heavy piles which will be driven to prevent the possibility of any settling on the part of the masonry and ironwork.

The curb is being laid on the roadway and the concrete walk is about one-third done. The approaches to the overhead crossing will be paved with brick and granite blocks will be used on the roadway.

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Democratic Register
8.09.1913

-- Harvey Northstein of New York an iron worker on the new footbridge in course of construction over the New York Central tracks at Main street lost his balance and fell to the tracks yesterday (Friday) morning, receiving a fractured elbow and numerous bruises and contusions. He was attended by Dr. Warren A Miner and was take to the Ossining Hospital.

-- Grannis & Warley have finished the paving on the approach to the Secor Road crossing over the New York Central tracks. The granite blocks have been placed in position ready for paving the west side roadway. Satisfactory progress is making on the Broadway crossing and workmen are engaged constructing the footbridge at Main and Quimby streets.

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Ossining Daily Citizen
1.20.1914

Ossining's New Station. Work has started in erecting the new overhead station for Ossining. It will be the only station of its kind between New York City and Albany. --*Tarrytown News.*

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Ossining Daily Citizen
9.19.1914

Passing of the Old Station. With the occupation of the new railroad station the old station will be turned over to the Grannis & Warley contracting Company which will begin tearing it down at once.

The old station has done service for over forty years. It was erected by John Haff. The late Azariah Carpenter succeeded in raising over \$3,000 by private subscription and this was applied on the erection of the building. The late Commodore Vanderbilt also contributed liberally separate from the

amount expended by the Hudson River Railroad.

The opening of the station was a brilliant event and was marked with a dance and grand reception.

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The above clippings were transcribed from the original newspapers, which reside at the Ossining Historical Society in Ossining, New York