

Ottawa and New York Research Notes
New York Central

Files seen:

MG 27 I E 16
RG 12 vol 1953 file 3506-14 Incorporation of Ottawa and New York Railway
RG 12 vol 1873 file 3268-57 Subsidies
RG 43 A1 vol 21 file 951
RG 46 Privy Council Railway Committee Minutes
RG 12M Bar Code 2000171521 Acc. No. 77803/17 Item 2677 O&NY plan showing lands required for terminal purposes in Ottawa 23 September 1897. Dept. reference number 2070.
RG 12 M bar code 2000171523 Acc. No. 77803/17 Item 2679 O&NY plan showing land required in twps. of Nepean and Gloucester Certified May 14 1898 and 6 June 1898. Dept. reference number 2072.
RG 12M bar code 2000171516 Acc. No. 77803/17 Item 2667 O&NY plan showing land required in twps. of Osgoode & Gloucester. Dated 22 Aug 1897, Certified 24 August 1897, approved by Order in Council 26 Oct 1897. Dept. reference number 2064.
RG 12M Bar Code 2000171535 Acc. No. 77803/17 Item 2701 Dept ref 2080.
September 11 1897 plan by Phoenix Bridge co showing 3 150' steel tr. through spans, two for Racket River in the US and one for Little Nation River.
RG 12M Bar Code 2000171522 Acc. No. 77803/17 Item 2678 Dept ref 2071
Erection plan of 841' cantilever span St. Lawrence River Bridge 17 Dec 1897.
Phoenix bridge Co., City Order 898.
RG 12M Bar Code 2000171517 Acc. No. 77803/17 Item 2668 Dep Ref 2960 with 79304
Plan showing right of way required through Russell and Cambridge twps, Russell County. 22 Aug 1897, certified 26 Aug 1897.
RG 12M Bar code 2000171518 Acc. No. 77803/17 Item No. 2669 Dept ref 2066
O&NY map showing right of way required through twps. of Cornwall, Osnabruck & Finch, 18 Aug 1897, Certified 19 Aug 1897.
RG 12M Container 2000013040 acc. No. 77803/17 Item 2670. Map showing right of way required through Stormont County
RG 12M Container 2000013040 acc. No. 77803/17
RG 12M Container 2000171515 acc. No. 77803.17 Item 2666
RG 46M Container 2000012781 acc no. 77803/23 D 1096 F 17
RG 30 vol. 8564 file 1-134 Agreement for the use of Union station 12 April 1926
RG 43 vol. 233 file 1240 O&NY filing of plan of completed railway.
RG 46 vol. 1534 file 8434 Complaint against the condition of certain coaches on the line between Ottawa and Cornwall.
RG 30 box 12673 file 1345 Agreement between the O&NY and GTR covering the joint use of station facilities at Cornwall Junction
Application for an order authorizing the putting into effect of a reduction of train service from two trains a day each way to one train each way over the line of the Ottawa and New York Railway between Helena, NY and Ottawa. Heard January 31, 1939 Judgements June 28 and July 24, 1939 Order 57816 August 3, 1939
RG 46 vol. 499 file 40892.4 Application to abandon NYC Cornwall to Ottawa Line
Application by NYC for permission to discontinue all passenger service between Ottawa and Helena, NY. Hearing at Cornwall 25 - 26 June, 1951 Judgement July 17, 1951
Order 76997, July 17, 1951.
Application by NYC to abandon its line of railway. Heard at Ottawa on December 12, 1956 Judgement January 9, 1957 Order 90648, January 10, 1957.
Application by the employees of the NYC in respect to compensation in connection with abandonment. Judgements March 13, 1957 Order 91188, dismissing application March 13, 1957.
RG 46 1992-93/06 Box 32 file 31503 The Interlocker at Hawthorne
RG 46 acc 1992-92/066 box 49 file 47688.18
RG 30 volume 10128 file 7000-45 CNR Pole line on the Ottawa and New York
RG 12 vol 2496 file 3466-21
RG 2 Vol 5775 Cabinet discussions Thursday May 3 1956 at 10:30 am.
RG 12 vol 2509 file 3500-20 An Act respecting the Ottawa and New York Railway
RG 46 vol 689 letter 2868
RG 46 vol 689 letter 2893

Ottawa and New York Research Notes

RG 43 vol 441 file 12009 By law

MG 27 I E 16

Agreement dated 8 May 1895

between

Darby Bergin MD of Cornwall and the Directors of the Ontario and Pacific Railway (the Promoters)

And

Archibald Wayne Dingman of Toronto (the Contractor)

Whereas the Ontario Pacific Railway has made an offer to the Contractor for the construction and equipment of a certain section of the said railway extending from Cornwall to Ottawa and has agreed to hold open the said offer for a period of 30 days from the date thereof, and

Whereas the promoters have devoted a great amount of time in connection with the undertakings of the said railway, and

Whereas in order to enable the Company to carry out the terms of the offer if accepted, the promoters will have to expend further sums of money and to devote further time in connection with the securing of certain legislation, subsidies and bonuses for the construction of the railway.

It is agreed as follows:

1. The promoters shall procure and obtain from the Parliament of Canada at its present session all legislation, orders in council or authority as may be necessary and sufficient to permit of the construction, equipment and operation of the said section of the said railway either as a steam or an electric railway.
2. The promoters shall also procure to be duly paid over by the said Parliament to aid in payment of the cost of the construction and equipment by the said contractor of the said section of railway either as a steam or an electric railway a cash subsidy to the amount of \$173,400 as provided in the offer aforesaid.
3. The promoters shall also procure to be granted and duly paid over to aid in the cost of the construction and equipment by the contractor a cash bonus from for the sum of \$30,000 from the municipality of the Town of Cornwall and also a cash bonus for \$10,000 from the Municipality of the Township of Russell.
4. The promoters shall do all in their power to procure to be granted and to be duly paid to the contractor for the purposes aforesaid aid a cash bonus for the sum of \$35,000 or as large a sum as can be obtained from the City of Ottawa.
5. The promoter shall also procure to be conveyed to the railway company certain lands and rights of way in the City of Cornwall.
6. The promoters who are also directors in the said railway company covenant and agree with the contractor that in the event of the offer being duly accepted the railway company will carry out, duly fulfill and perform the terms and conditions contained in the offer.
7. Upon acceptance by the contractor he shall deposit in the Bank of Montreal at Cornwall the sum of \$15,000 to the joint credit of both parties hereto and the said sum shall not be paid to the promoters (a) until the legislation or other satisfactory assurances from the government as to operating the railway by electricity and as to the payment of the said subsidy are obtained as provided. ((b) is crossed through). (c) until the paid up shares of capital stock in the railway company have been duly allotted to the contractor.
8. Upon the provisions of (a) and (c) of paragraph 7 being duly carried out the contractor shall deposit in the Bank of Montreal at Cornwall to the joint credit of both parties a further sum of \$20,000 and such sum shall not be paid over to the promoters until after the provisions of paragraph 7 have been carried out and in addition thereto the bonuses from Cornwall and Russell have been duly paid and delivered over and until the bonds are duly delivered.
9. Agreement is conditional upon the acceptance by the contractor of the offer by the Ontario Pacific Railway and if the offer is not accepted this agreement shall be null and void.
10. This agreement shall extend to the respective heirs, executors, administrators and assigns of the parties
11. It is agreed by and between the parties hereto that Darby Bergin, M.D. shall during the period of five years be annually elected President of the said company and that during the said period of five years John Bergin Esquire Q.C shall be the solicitor for the said company.

Ottawa and New York Research Notes

Executed by Darby Bergin and A.W. Dingman witnessed by A. James Cockburn

6 May 1896 New York Letter from ??Thatcher to Bergin

He offers only twenty five.

Mr. Riley was present when I made Mr. Hibbard the proposition as you outlined on our way to the Grand Central Station viz. \$150,000.00 in cash \$50,000.00 of which must be paid on or about 1 June 1896, the remaining \$100,000 to be either guaranteed by your bankers or to come out of the subsidies which would be paid by the Dominion government to the Ontario Pacific Rail Road.

The understanding was that the entire \$150,000 should be paid at or before the completion of the road, that the road should be begun and completed as soon as was possible and that you were to receive a salary of \$10,000 per year for a period of ten years for which you were to render services as president of the Ontario Pacific Rail Road Company and to use your political influence from time to time in passing measures and otherwise which should be for the benefit of the Rail Road Company.

You were to turn over the line, together with all Dominion and Municipal subsidies and they were to receive the controlling interest in the stock.

This is the substance of the proposition that I submitted verbally to Mr. Hibbard in the presence of Mr. Riley.

At the time Mr. Hibbard said it was entirely out of the question to meet the views I had advanced but that he would talk the matter over with his bankers and submit to me a counter proposition, which he did this morning, and which is enclosed (it is missing in the record) and speaks for itself.

I do not know that I need to comment on Mr. Hibbard's proposition for in my judgement it is a waste of time.

Mr. Riley struck me deaf, dumb and blind during our conversation with Mr. Hibbard yesterday morning, after I had submitted my proposition, by saying that he had only lately been asked to try and help the Doctor out in this matter and that after he had read several of Mr. Phillip's letters, that they did not sound at all businesslike and that he told you that he looked upon Mr. Phillips as simply a broker who was trying to find capital to take the bonds so that he might make a commission.

Now Doctor you can imagine what effect that would have on Mr. Hibbard.

He would at once say to himself that these people haven't anything on hand at all

Mind you Mr. Reilly said this to Mr. Hibbard in face of the fact that I have been trying to drive in into Mr. Hibbard that we had the most favorable negotiations almost ready for a signature and that the important papers were at this very time in preparation.

Now what do you think Mr. Hibbard thought when he heard Mr. Riley's opinion of Mr. Phillips, whom I have represented to him (Mr. Hibbard) as the banker having the project in hand?

I tell you Doctor that I wished at that time I had never seen Mr. Riley as I had given him the credit of having more sense than to come out flat footed and tell Mr. Hibbard that the man we were negotiating with was No Good.

No matter how true Mr. Riley's statements might be, we have all, by the way had our opinion of Mr. Phillip's ability to carry this deal through, but it was not Mr. Riley's place to make such an expression at the very time above all others that we wanted Mr. Hibbard to think that our bankers were strong and sound people.

When Mr. Hibbard brought his proposition in this morning we had quite a long discussion on the subject and I told him I would not entertain it for a moment.

I showed him where by your retiring, as it were, that you were turning over to the new enterprise cash bonuses of about \$250,000 and that for your stepping aside after turning over the said \$250,000 they were willing to pay you the magnificent sum of 10% of that amount.

He said that under the circumstances, that was practically all he could offer and I asked him if he could not multiply those figures by five and then replied that it would be entirely impossible to multiply it even by two.

Mr. Hibbard says that if you will write him at Tupper Lake he will come to Cornwall and talk the matter over with you, but for God's sake and your own if Mr. Riley is going to make any more such breaks as he did here do not have him present at the meeting. I have not heard from the Morgan people but think I shall in a day or two at which time I will write you.

Very truly yours.

RG 12 vol 1953 file 3506-14

Incorporation of Ottawa and New York Railway

10 March 1882 Petition from Ontario Pacific Railway for charter

To build from Cornwall via Ottawa to Sault Ste. Marie via Arnprior and Eganville with power to build bridges across the St. Lawrence and St. Mary's rivers.

Ottawa and New York Research Notes

Bill 61 1882 to incorporate Ontario Pacific

12. A.F. Gault, Alexander F. Ross, A.F. McIntyre, N.C. Wallace, David Flack, Samuel Coulson, John Bergin, Oscar Fulton, David Morice, Martin O'Gara, J.L.P. O'Hanly, J.S. McCuaig, Darby Bergin and James Bonfield become shareholders of the Ontario & Pacific Railway.
13. Shall have power from Cornwall through the counties of Stormont, Russell and Carleton to Ottawa, through Carleton county to Arnprior thence through Renfrew to Eganville thence along the valley of the Bonnechere River crossing the height of land which divides the waters of the Ottawa River from the waters of Georgian Bay by a route which may be found most directly available, by way of Lake Nipissing to Sault Ste. Marie, also a spur to a point on Lake Superior adjacent to deep water navigation.
14. Power to complete two railway bridges over the St. Lawrence near the eastern terminus to connect with any railways in New York state and over the River Ste. Marie to connect with any railways in Michigan.

9 March 1889 from Grand Trunk (Moon?) General Manager

OP is rather an extraordinary one. If railways desire to build bridges over navigable streams they should come with specific details. Do not know that this bill particularly affects the GT. There are a large number of charters that are granted and never made use of. However they seriously damage the financial standing of railways already constructed and render it most difficult to get capital for the construction of really useful lines. The title of the company is so close to the name of another company already chartered as to be confusing (chap 41 Statutes of Canada 1881).

Undated from Collingwood Schreiber

Excepting for about 16 or 18 miles out of Cornwall the plan submitted for the location appears to be almost identical with that of the CPR from Smiths Falls to Montreal or Lachine. It would appear as if a contract was only required to connect Cornwall with this road say about 18 miles.

24 May 1887 Petition

Have entered into a contract with government for construction of a line from Cornwall to Perth to be completed by 1 July 1888. Desirous to connect the line with the City of Ottawa by a branch line from Manotick. Desirous to amend the act. Empowered to amalgamate with the BW&SSM, the CAR, the Gananoque, Perth & James Bay and the Ottawa, Waddington & New York. Desirous of extending time limit.

24 Aug 1897 from O&NY

Hands plans, profiles and books of reference of right of way through the counties of Carleton and Russell also small portion through Stormont.

21 July 1899 from O&NY

Encloses by-laws 1-13 for approval, no 14, tolls is separate.

3 November 1898 from O&NY

On 27 September 1898 the PCRC passed an order allowing the O&NY to lay tracks from the M&O to their freight station grounds in Ottawa over the OA&PS. Plans attached, requests they be certified.

24 October 1899 PC 2280 is passed approving by law 14 (rates)

18 November 1899 PC 2381 is passed approving by-laws 1-13

28 September 1899 from Ridout

Analyzes by law 14.

Correspondence with the Department regarding by-laws.

24 May 1897 from W.R. Hibbard Manager of Central Counties Railway to Blair, Minister

Certain facts that it was politic not to put in the petition last week.

The persons now seeking to profit by the transfer of the Ontario Pacific charter and expected subsidy to the Ottawa & New York Railway are John Bergin, A.P. Ross, D. Flack and Joseph Kerr, all of whom have been for many years persistent enemies of the Liberal party. They, with the late Dr. Bergin, had spent about \$15,000 in obtaining the charter, making some surveys, printing bonds and making such demonstrations as

Ottawa and New York Research Notes

might block the Central Counties Railway in their work of construction but nothing was done by them either in the purchase of the right of way or construction although they were twice favoured by the late government with voted subsidies which lapsed.

The persons who signed the above petition above referred to (i.e. the CCR) are at present and always have been supporters of the Liberal party and having to disburse the large sum of money named in the petition on part of the line to Cornwall they feel it would be harsh treatment if the political enemy should be allowed to benefit by the subsidy at their expense.

The president of the O&NY, Mr. C.B. Hibbard, has intimated his desire to co-operate with the CCR but has to carry out his agreement with the Ontario Pacific Co. if these last named are able to transfer to him all they have promised.

As the subsidy forms the principle item to be transferred it might be made the instrument of harmonizing interests without injustice to any friends of the government.

The CCR are prepared to unite with the O&NY to secure the construction of the Cornwall line on equitable terms and would appreciate appropriate action of your department tending to this result.

16 May 1898 from O&NY to department

Attaches amended plans showing the proposed railway from the crossing of the CAR about five miles from the City of Ottawa into Central Station. The plan also shows the freight terminals in Ottawa just east of the property surrounding the Canal Basin which is at present leased to the OA&PS. Your department have already approved of a plan of the freight terminal property, but as it is the desire to have the present plan show the entire layout and method of operation by the company they show the freight property on the present map. They also show a portion of ground south of Hurdman Bridge which they require for yards and storage. It is also their intention to erect workshops just inside City Limits on the property of P. O'Donnell.

27 July 1898 from Township of Russell

Encloses by-law granting a bonus to the Ontario Pacific, now O&NY. As soon as you have ascertained that the railway has been so constructed please send me the certificate in order that it may be deposited with the Township Clerk.

25 October 1898 from O&NY

In the event of your approval of the warrant for our subsidy we will undertake to erect such a station as you may direct at Harrison's Corners. Company had posted a cheque for \$2,000 as security in response to a petition to locate a station there.

18 November 1898 from D.B. McLennan of McLennan, Liddell & Cline of Cornwall

I did not make my meaning quite clear in my letter of 11 inst.

The railway station has been built and there is no question so far as the permanency is concerned. The question now arises in this way, the railway station was built upon the property of Mr. McLaughlin over whose land the railway passes, in such a way as to cause almost the entire destruction of his property and he has instituted action against the railway for compensation. The company now sets up the defence that McLaughlin agreed to give the right of way and the site for the station free on condition that the Company put a station at Newington. The representation made to him was that the railway station would not be put there unless he made the concession involved in giving he right of way free.

If the Dominion subsidy was given to the road on the condition that stations would be put at certain points or that the question of placing stations at certain points would be left in the hands of the minister, in that case the consideration which the railway was offering to McLaughlin for his land, they had no power to offer in as much as they would be compelled to place a railway station there in any event.

My present application is simply for information as to what the exact arrangement was with the railway company and the terms upon which the subsidy was granted so far as it affected traffic upon the road and the establishment of stations for the accommodation of the public.

27 September 1898 from Collingwood Schreiber

Ottawa and New York Research Notes

Mr. ? under my instructions made a final inspection of the O&NY from Cornwall station to the junction with the M&O, a distance of 55 miles on subsidy account, but inasmuch as the subsidy is for 53 87/100 miles only the subsidy will apply to this distance only. He informs me the road is completed according to contract.

Subsidy at \$3,200 per mile - \$172,384 has been earned. If payment is made the amounts of previous payments should be deducted.

29 January 1898 from Parker, O&NY

The road has been inspected by your Department and reported favourably on 10 miles for subsidy payment. We have suspended work for the winter and had relied upon this warrant to complete construction payments to date. Asks for the money to pay off creditors.

4 August 1898 from Collingwood Schreiber

Mr. Ridout inspected on 30 and 31 (July?) the O&NY from its junction with the CP, 2 ½ miles from Sussex Street station to Cornwall, 55 miles and he reports that it is sufficiently completed as to warrant it being opened for public traffic provided the speed is limited on the 3 40/100 miles from the junction with the CP, 2 ½ miles from Sussex Street station to the Hawthorne Crossing of the CAR, to 15 mph. I recommend that the usual notice of authority be given for opening for public traffic.

28 July 1898 from O&NY

O&NY is sufficiently completed for the safe conveyance of passengers and ready for inspection.

1 August 1898 from Collingwood Schreiber

The O&NY through the township of Russell from 27th mile to 40 ½ mile from Cornwall has been completed in a safe condition for public traffic.

22 October 1898 from D'Arcy Scott for O&NY

You requested to know whether the O&NY would have any objection to putting their station at Harrison's Corners instead of at Black River where it is now. I have gone into the matter with Mr. Hibbard, General Manager of the O&NY. It was the wish of the company to establish their station at Harrison's Corners as it would have proved more advantageous to them but unfortunately the spot picked out for the station at Harrison's Corners was found to be on a grade running each way for about a mile. As the grade each way is the maximum grade of the road it would be impossible to start trains from a station situated there. The point where the people of Harrison's Corners desired the station was half mile north of the village of Harrison's Corners, whereas the place where the station is now located at Black River is but three quarters of a mile south of the village. For this reason you will see that it is impossible for the company to place a station at Harrison's Corners as requested.

9 November 1898 from McLennan Liddell & Cline

We would like a copy of the notice in a letter from your Department advising them that the government could not pass the road if it was ballasted in the winter. We require this letter for the purpose of using it at the Assizes which open here on 21st inst. We are aware it was written last November or December to that effect and in consequence the contractors stopped ballasting the road.

3 November 1898 PC 2484 is passed (subsidy)

Ottawa and New York Research Notes

RG 12 vol 1873 file 3268-57

Subsidies

10 June 1886 from Collingwood Schreiber

President of the OP has submitted plans and profiles of their line from Cornwall to Perth, 80 miles and makes application to enter into a contract for construction of this section under the subsidy act. The maximum grade shown is 53 feet per mile but inasmuch as the survey with exception of the first 16 or 18 miles out from Cornwall appears to traverse the line of the O&Q now under construction from Smiths Falls to Lachine on which the maximum grade is 40 feet per mile, I do not think that such grades as are proposed should be allowed. No curves are shown, a small scale map of the country only having been submitted. It may be proper to state that if a branch say, 16 or 18 miles long from Cornwall to strike the O&Q was constructed the object in providing a subsidy would appear to be accomplished.

22 June 1886 From Bergin

Withdraw the plan of proposed branch from Cornwall to Perth filed last week and substitute one or other of the plans marked 1 and 2. The company not(?) having obtained the means to build the entire distance from Cornwall to Perth have advanced the idea of building only to a connection with the O&Q at South Finch. By plan No. 1 it is proposed to build from Cornwall by Cornwall centre, Newington, Grandby (?), Dunbar, Winchester Springs, ? South, Mountain and Inkerman and thence westward to Perth as shown on plan No. 2 from South Mountain to Perth.

By plan No. 2 it is proposed instead of proceeding westward from Newington to go northward to Crysler, crossing the Nation River there and thence westward through Inniskip, Marlborough, Montague and Elmsley to Perth.

The plan marked No. 1 is the shortest and most easily accomplished but plan No. 2 offers the advantage of a short branch, about 23 or 4 miles to make connection into the City of Ottawa which it is hoped to accomplish in the near future.

26 June 1886 from Bergin

I beg to withdraw my letter of 22 June and submit the plan in lieu thereof.

By the plan now submitted the line will run via Newington, Crysler, Manotick and Franktown to Perth from Cornwall.

26 June 1886 from Collingwood Schreiber

The plan of location is not unfavourable and grades not to exceed 53 feet per mile and curves not less than 1433 feet radius might, I suggest, be accepted.

1886 draft subsidy agreement for Cornwall to Perth starting from Cornwall and passing at or near Newington, Crysler, Manotick and Franktown to Perth.

1 Jul 1886 OIC PC-1886-1344 is passed.

23 May 1887 from Bergin to Pope

About 26 March 1884 I had the honour to address your predecessor, Sir Charles Tupper on behalf of the Ontario Pacific.

The policy of this company is to construct from Sault Ste. Marie via Cornwall to the seaboard at Montreal and Quebec during the summer season and with the design in the near future of reaching a winter port by the shortest and most direct route within our own territory.

Advantages of this line - undoubtedly the shortest and most direct to the sea, from Minneapolis and La Crosse on the Mississippi River, commercial, agricultural, manufacturing, mining, lumber immense volume from Nebraska, the north western portions of Iowa as far west as Kansas City, Minnesota, Wisconsin and Michigan which otherwise would be carried by American lines via Chicago.

The section from Cornwall to Perth is among the richest in Ontario. From Ottawa northward it will pass through a section now shut out from the world. The richest in the Dominion. Iron in every known form abounds, Bessemer Iron, Plumbago, Pyrites, Mica, valuable quarries of freestone, brown and red sandstone and marble of different colours. Great forests of untouched timber.

Our timber is rapidly being exhausted. Lumber trade is not affording employment and we must look for other employment for the hardy race of men who have hitherto found it in the woods. This will be provided in our mines the moment that the facilities for transportation of their output is established.

Construction will provide much employment.

Ottawa and New York Research Notes

Will provide a great feeder to the Grand Trunk and Canadian Pacific and offers the latter the shortest and most speedy connection from Ottawa and westward with New York.

Connection with New York may take trade away from our own ports but we cannot build up a Chinese wall of separation that will shut out Canada from our great neighbours to the south.

Cattle trade from Nebraska and other points will be large and arrangements are being made with large dressed meat companies in these western states for the freighting of their productions.

The reasons that influenced the government in its action at the date of my letter, chiefly the obligations then being incurred on behalf of the CPR do not now exist. Would be prepared to grant running rights to other lines desirous of stretching out to Sault Ste. Marie.

To complete the usefulness of our line and to afford a connection to Ottawa it will be necessary to extend a line from Eastman (sic) (in pen is shown Embrun) to that City, a distance of 23 or 24 miles and for this extension we also ask that a subsidy be granted as also for 16 miles from our line at Manotick to as to complete our western connection with that City.

Also from Bergin

Bonuses voted by municipalities \$10,000

Bonuses promised by municipalities \$175,000 in addition to several miles of right of way and station grounds.

Number of miles proposed

Cornwall to Sault 526

Embrun to Ottawa 22

Manotick to Ottawa 16

564

Estimated cost \$20,000 to \$25,000 per mile

Streams to be crossed

Rideau at Ottawa, 550 feet

Rideau canal at Manotick, 107 feet

As the line follows the watershed between the St. Lawrence and Ottawa to Perth, there are no important rivers to cross until the French River is reached which will require two spans of 100 feet and one span of 250 feet.

Beyond the French River:

Wahnapeete, White River, Spanish River, Muskosh, Thessalon, Blind River and garden River.

Crossed by bridges in span from 75 feet to 2000 feet.

12 May 1888 Petition from Ottawa

William O'Brien, J.W. Bell, Hiedley, P. White, Dawson, Riverson and others.

2 June 1888 note from Thomas Ridout

Company claims 564 miles of which Cornwall to Perth, 88 miles already subsidized leaving 476 miles.

Claims that the greater of the line has been surveyed and 130 miles including the distance from Cornwall to Perth located but the company has only furnished general maps. As there is no doubt that some portions will have to pass through a difficult country it is impossible to arrive at a correct conclusion as to the feasibility and cost of this proposal without proper plans and profiles of the whole.

The CPR is now connected with the Sault Ste. Marie and the Grand Trunk and Brockville, Westport and Sault Ste. Marie are proposing to build to that point also.

Attaches a table of comparative distances to various points in eastern Canada and the USA from SSM.

11 May 1888 Letter from Bergin to Sir Charles Tupper, Minister

In March 1884 - having towards the close of 1883 formed a powerful syndicate with Jay Cooke of Philadelphia as President, I made application to you for a grant of \$6,000 per mile towards the construction of the railway from Cornwall to Sault Ste. Marie, about 500 miles of main line and about 62 miles of branch lines - and that you were obliged to refuse the aid asked for on the ground that subsidizing of the line would seriously injure the securities of the Canadian Pacific in the money markets and perhaps prevent their sale. You suggested, and I may say dictated a letter to you withdrawing my application for aid to the through line and substituting one asking for aid for a portion of the line to Ottawa or Perth and I acted upon that suggestion, you promising me that upon completion of the main line of the Canadian Pacific you would give the usual Government subsidy of \$3,200 per mile - assuring me at the same time that I need not expect that the Government would not alter its policy & increase the mileage grant beyond that sum.

Ottawa and New York Research Notes

My syndicate, of course, in consequence of this was dissolved and I have been constantly engaged since that time endeavouring to secure the construction of the line to Perth. The subsidy to that point proving an insurmountable objection to every capitalist - all of whom looked upon it in the same light. This year I concluded to drop the line to Perth as any part of the project and without difficulty succeeded in forming a construction company who have already arranged for the capital necessary to construct the entire line on condition that a grant of money should be made by the Government which can remain in the hands of the government until the completion of the line as evidence of their good faith. This grant of, say \$3,200 per mile, is not to be used in construction but to remain in your hands on trust as evidence that the line is not a mere paper line and that there is a sum of \$1,600,000 set apart which will be available towards the interest. Relying upon the good faith of the Government and that upon the completion of the main line of the CPR I have with my associates expended a very large sum of money (over one hundred thousand dollars) on survey, prospecting, printing, travelling, agents' fees &c and at this moment, on paper in the bank to the amount of twelve thousand dollars more.

It is perhaps, not necessary to point out to you the advantages of the line, but as 4 years have elapsed since it engaged your attention I may mention some of these briefly in support of my claim.

1. It is a short line from the South East to the North West of Ontario.
2. Between Cornwall and French River it will open up the very heart of Ontario, richest in minerals of almost every kind - and vast forests of timber still untouched.
3. West of French River crossing the Mississauga we fall through a fine agricultural country, attractive to settlers, from 30 to 40 miles north of the CPR and GT railway lines until we approach the town of Sault Ste. Marie.
4. In addition to the \$15,000,000 which will be expended upon the construction of the line large capital will be invited by the riches of our mines and our timber development.
5. Employment will be given to our people who will remain in Canada and not emigrate to the United States. It is hoped and believed that the greater proportion of all who will be employed will take up land or engage in mining for themselves or in the manufacture of lumber or in other industries.
6. The traffic from western, south and north western States and our own northwest will be so enormous before three years - the period within which this line will be completed - that not one, nor two nor three lines will be adequate to the carriage of the traffic.
7. The lines now reaching out to the Sault are content - the O.P.Ry. Co. having secured the necessary capital to begin at once - that the subsidy should be given to the O.P. Ry. - this company agreeing to give them all traffic arrangements to be approved by the government.
8. That the local interests of all the counties traversed by the railway will be immensely advanced.
9. That the grant of a subsidy to this great through line will refute for ever the implication that the Government is desirous of fostering a monopoly of the route to the Sault in the interest of the Canadian Pacific Railway Company.
10. The line will be a most popular one - and, in addition to the railway facilities it will afford to the counties through which it will pass will enable the other projected lines to the Sault, by building short stretches of railway, comparatively, and making traffic arrangements with the Company give local railway facilities to the counties through which they propose to build to reach the O.P. Ry. through line.
11. The counties through which the O.P. Ry. will pass are Stormont, Dundas, Russell, Carleton, Lanark, North and South - Addington, Renfrew, Haliburton, Parry Sound, Muskoka and Algoma District. The counties through which other lines, reaching out to the O.P. Ry. pass and will thus be benefitted by its construction are Leeds, Lanark, Addington, Prince Edward, Hastings, Haliburton, Renfrew, Muskoka, Parry Sound, Simcoe, Victoria, Ontario and York.

I shall only add that the Capitalists incorporated under the laws of the State of New York for the construction of railways in foreign countries will not touch the work unless the subsidy be granted for the reasons herein before given.

I am very faithfully S'd D. Bergin

To my town it is a matter of no ordinary moment. The contract for which we have entered into compelling the erection of the workshops, ca shops and locomotive works at Cornwall and that they are not to be removed from there.

To the country, the expenditure of fifteen millions of dollars will more than recoup, incidentally, in the towns and villages and industries that will spring up all along the line, the one million six hundred thousand dollars that we ask to be paid to us when the line shall have been completed.

Yours very faithfully

Ottawa and New York Research Notes

S'd D. Bergin

11 Oct 1900 From Collingwood Schreiber to Minister - out of chron sequence

Mr. Thurston on the 10th instant inspected the section of the Ottawa and New York Railway from Cornwall to the International Boundary, a distance of about 2 miles, and he reports the road in good safe running condition. I recommend authority be given to open it for traffic.

2 August 1888 from John A. MacDonald at Dalhousie to D. Bergin

With respect to your proposed railway to Sault Ste. Marie for which you asked for a subsidy last session. I desire to repeat in writing what I have already told you orally, that your application was submitted by the Minister during the sitting of Parliament. The decision was that there was a prospect of considerable deficiency in the revenue for the year 88/89 and a consequent necessity for a diminution of expenditure, no new railway subsidies should be asked for from Parliament, and with the exception of some few unimportant ones which had been long promised no new grants were made. Consideration of your application was therefore postponed. They will be brought before Council before the meeting of Parliament and it will then be determined - first whether the state of the revenue will warrant any subsidies to any railways and secondly, if there are to be any grants, what railways will be the fortunate recipients.

Of course I cannot bind the government. My colleagues, as well as myself are desirous of aiding you as far as they properly can and I shall especially urge the fact that you do not claim any portion of the subsidy until the whole line is complete.

Believe me
Dear Dr. Bergin
Faithfully yours

(signed) John A. MacDonald

5 Jul 1888 OIC - see data base

19 Jul 1888 Letter from Secretary of Department to Bergin

Attaches copy of Order in Council.

28 March 1889 Bergin to John A. MacDonald

Renews application for subsidy. The estimated cost of the line is at an average of \$30,000 per mile. As to the savings in distance being small a glance at the map will at once dissipate such an illusion. The line will follow the height of land and is a most favourable one for construction - nowhere will the grade be more than 52 feet to the mile.

Comment on policy of country to aid only those lines as may connect with the CPR or to assist minor lines to obtain access, if made public would be a shock to the country, it having always heretofore the declared policy not to give to that great company or monopoly of the railway system of the country.

Entered into a contract with bankers to provide the money for construction.

Aid asked is the usual \$3,200 per mile.

9 April 1895 from Bergin to Department

Ontario and Pacific Railway desire to enter into a contract for the construction of a line from Cornwall to Ottawa under the Subsidy Act 55-56 Vic Ch. 5

"to the Ontario and Pacific Railway Company for 53.87 miles of their railway from Cornwall to Ottawa, in lieu of the subsidy granted by Act 52 Victoria, chapter 3, a subsidy not exceeding \$3,200 per mile, nor exceeding in the whole \$172,400.

13 May 1895 OIC 1162 is passed.

18 May 1895 from Schreiber to Bergin MP

There is no appropriation available for aid in the construction of this proposed line of railway as the subsidy originally voted in 1888 and re-voted in July 1892 lapsed in July 1894.

27 May 1897 from D'Arcy Scott to Blair, Minister

Direct connection with the Northern New York. Suitable traffic arrangements have now been made with the American lines. Everything is in readiness for the construction of the road which will be commenced the moment the government intimates its willingness to revoke the subsidy.

Ottawa and New York Research Notes

Filing of plans etc. property required for terminals.

1 Aug 1898 from Thomas Ridout to Collingwood Schreiber

I inspected on 30th and 31st July with regard to public traffic the O&NY from its junction with the Canadian Pacific at 2½ miles from Sussex Street Station to Cornwall a distance of 55 miles.

I was accompanied by Mr. Hibbard - General Manager and Mr. Anthony - Chief Engineer

The alignment is very good, the sharpest curve being 2 degrees, 2865 ft radius and the steepest grade 39 6" ft per mile.

The grading had been fully completed, the cuttings and banks being of full width and well formed and drained with good ditches.

The fencing had been completed with the exception of that portion between the junction with the Canadian Pacific Ry. near Ottawa and the crossing of the Canada Atlantic Ry at Hawthorne, a distance of 3 4/10 miles- this Mr. Anthony informed me would be completed within a few days. The fencing consists of cedar posts each 12 feet apart and 5 strands of barbed wire - and gates have been put in at all the farm crossings. The public road crossings had been well formed and signs erected at all and timber surface guards had been placed(?) except at 10 road crossings between Cornwall and the 12 mile from Cornwall and also at 4 crossings between the junction with Can. Pac. Ry. and Canada Atlantic crossing, 3 4/10 miles - all these guards I believe were made and were being distributed and men at work putting these in position so that they are now probably all in and completed.

Culverts There are 126 cedar box culverts 4'x4' under banks and exceeding 8ft in length. There are no open or beam culverts on the line.

Trestles are as follows:

Station (Chainage from Cornwall)	Length	Height
118	60	7
178	75	4
303	75	14
463	180	6
713	60	4
818	120	6
867	60	8
868	30	8 undercrossing farmers road
1043	60	11
1079	60	11
1191	60	11
(Chainage from Ottawa)		
1269	105	17
1286	105	19
1444	30	7
765	75	10
586	105	16
279	90	28
231	45	10

Total length 1495 ft

These trestles are well and substantially constructed with bents 15ft centres - on piles of cedar ????.

Stringers 3-8" x16" under each rail - white pine

Jack 6x16 under each rail white pine

Floor of 6x8 ties 14ft long 6" apart

With lines guards ?? 6x8 shod with angle iron 8" outside of rail notched 1½" on to ties and bolted to every 4th tie and spiked to the other tie - also outer guard timbers 8"x10" notched 1" on to ties and bolted to every 4th tie.

Steel Truss Bridges

Nation River (26 miles from Cornwall) One span of 150ft - thro' steel truss 15½ ft centre to centre of trusses. As shown on plans submitted for approval. Clear width 14½ft. The floor consists of 8"x10" beams 12ft long 6" apart with 6"x8" guard timbers bolted to every 4th beam - there are also 2 inner track steel guard rails set 8" inside each track rail and brought together at a point 30ft beyond each abutment. Is well

Ottawa and New York Research Notes

protected with guard rails. The truss is carried on U abutments of concrete on pile foundation with stone bridge seats.

Castor River (33 miles from Cornwall) one span of deck steel with lattice as shown on plans. Trusses 10ft centre to centre.

Deck 14ft wide of 8"x10" beams set 6 inches apart with guard timbers 6"x8" - shod with angle iron - 8" outside of track rails - and bolted every 4th tie - the guards are notched on to ties - this bridge is also on concrete U abutments - same as the Nation River - but which are filled in - the approaches at each end being in good trestles 30ft each in length - which are to be filled in at once.

These two steel bridges were made by Phoenix Bridge Co.

Permanent Way

The track is laid with 65 lb. steel rails 4 7/16 " in height base 4 7/16" and head 2 3/8" made by Johnson Co of Lorraine Ohio - connected with double angle bars 40" long and weighing 70 lbs. per pair - rails are laid with joints alternating - and form a very substantial track. The ties are of Hemlock, Tamarack and Cedar, 3000 to the mile.

Ballasting

From the Canada Atlantic crossing at 51½ mile from Cornwall to the Grand trunk crossing at 1 mile from Cornwall (50½ miles) the track was very well ballasted with from 6" to 24' under ties and the track is in very excellent condition - the ballast used is of very good quality obtained from a pit 12 miles from Cornwall.

From the Grand Trunk crossing to Cornwall station - one mile, ballast had been delivered and was being put into track and was probably completed on last Saturday night - this portion was in good running condition at the time of my visit.

At the Ottawa end of the Railway - from the junction with the Canadian Pacific Ry. at 2½ miles from Can Pac Station, at Sussex Street, Ottawa to the Canada Atlantic crossing, a distance of 3 4/10 miles, was yet ballasted it is expected to this (sic) ballasted by next Wednesday - as there is a force of 60 men, with 3 engines and 60 cars engaged in completing the ballasting - the track however on this unballasted 3 4/10 miles is well laid and in fair condition at present.

Station buildings are all completed with the exception of that at Cornwall and are very good and commodious with ample siding accommodation for the present.

Crossings with other railways at rail level

Crossing of the Canada Atlantic Ry. at Hawthorne near Ottawa -

A diamond with moveable points has been put in - centre angle 10°-45' as shown on approved plan of 22 June 1898 - worked by a two lever interlocked machine - and also home signals at 550ft on each side of crossing on both railways - so that trains can cross but all trains should come to a full stop at the Home Signals until the whole permanent interlocked apparatus is fully completed which will be in a few days.

Crossing of Canadian Pacific Ry. at Finch (19 6/10 miles from Cornwall)

The interlocking signal and derailling apparatus has been completed as shown on Plan approved 22 Dec 1897.

Distant signals have been put in on both railways at 1750ft from crossing.

Home signals have been put in on both railways at 550ft from crossing.

Derails have been put in on both railways at 500ft from crossing.

With guards rail from the derail 400ft towards crossing the whole worked by Saxby and Farmer interlocked machine of 12 levers in tower at point of intersection. There is also a transfer siding connecting both railways at points beyond Home signals.

That on the Can Pac is 30ft outside home signal.

That on the Ottawa & New York is 90ft outside home signal.

This interlocking crossing operates in a good and satisfactory condition.

Crossing of Grand Trunk double tracks at rail level

Home signals have been put in on Grand Trunk Ry. at 550ft on each side worked by levers at crossing - but no distant signals nor derails have, as yet, been put in. There is also stationary crossing on the Ottawa & New York Ry. at half mile from crossing.

Ottawa and New York Research Notes

The full and complete apparatus is now, I understand being constructed by the Canada Switch and Spring Co. of Montreal and is expected to be put in next week. I informed Mr. Anthony that the plans must be submitted at once for approval and he has undertaken to send these in.

This crossing is now made, I was informed, under an agreement with the grand Trunk which Mr. Hibbard was to submit.

It is now guarded by a Grand Trunk watchman all trains of the Ottawa and New York Ry. come to a full stop at half mile from crossing and proceed to cross upon receiving a signal from Grand Trunk watchman which he gives after having set the home signals on the Grand Trunk at danger.

The plan of the interlocked arrangement should have been submitted earlier

In conclusion I beg to report that I consider this railway in a good and safe condition for Public Traffic on condition that trains be limited to a speed of fifteen miles per hour between the junction with the Canadian Pacific Ry at 2 ½ miles from Sussex Street station and the Canada Atlantic crossing, a distance of 3 4/10 miles until the ballasting and cattle guards are fully completed which will probably be done next week - such that all trains come to a full stop before crossing the Canada Atlantic near Hawthorne and the Grand Trunk Ry. near Cornwall until the interlocking and derailing apparatus at these two crossings has been fully completed and accepted by the government.

Your obedient servant

Thomas Ridout

Rolling Stock now on Railway and said to be owned by Company

Locomotive No. 3	90,000 lbs
Locomotive No. 4	86,000 lbs
Locomotive No. 5	90,000 lbs
Locomotive No. 7	117,000 lbs

(Weights are exclusive of tenders)

2 passenger cars

1 baggage car

1 combination car

1 caboose or van car

11 box cars

51 platform cars

27 Sept 1898 from Thomas Ridout to Collingwood Schreiber

I have this day made an inspection of the O&NY for subsidy purposes from Cornwall station to a junction with the CP near Ottawa (55 miles). I have to report that this line is completed throughout in accordance with the subsidy contract dated 4 Dec 1897.

24 Jan 1898 from D'Arcy Scott

Have written to the Minister asking him to let us have the plans of the terminal property on the east of the Canal Basin in Ottawa. Several points of the greatest importance turn on the question of whether we are allowed to expropriate this property and we are at a standstill until a decision is arrived at.

15 Jan 1898 OIC 1898-87 is passed.

11 Mar 1880 (sic) from C.W. Moberly? to Sanford Fleming

I enclose outline map showing the proposed route of the Ontario Pacific Railway. The company is trying to get a Dominion Subsidy but from present appearances the chance seems doubtful. Has the route of the Sault Ste. Marie Ry. been determined on, if so I would be glad to know where it is to be located.

26 Oct 1897 OIC is passed - also includes copy of subsidy contract.

15 Nov 1897 from Hibbard, President to Secretary of Department

We expect the Ottawa and New York Railway to be ready to open for the public conveyance of passengers within 30 days from date. From Ottawa to Cornwall.

20 Nov 1897 from G.N. Parkes to Department

The trusses of all of our small bridges both in Canada and New York are 14 feet in the clear. This is in accordance with the American Standard and your letter is the first information I have had that there was a

Ottawa and New York Research Notes

different standard in Canada. I have read all the instructions and circulars issued by your department so far as I am advised and have endeavored to keep within the requirements specified therein and very much regret that we have departed from your practice in the instance above named. The Nation and Castor river bridges are both erected and now in use and of course it will be impossible for us to change the conditions so far as they are concerned.

Our practice has been to put wooden guard rails on the outsides of our track rails across truss bridges as an additional protection. This practice will be observed in connection with these bridges if it is satisfactory to your department, if not please send me a diagram of what you prefer and we will endeavor to conform thereto. The plan indicated above is regarded as the best and safest method of protecting trains on metal bridges.

3 Dec 1897 from D'Arcy Scott to Department

I beg to apply for inspection of the road in accordance with the terms of the subsidy agreement for that portion between Black River and Burwick (sic) or beyond, covering a section of more than 10 miles. If satisfactory to the inspector Wednesday next 8th instant would be the most convenient date for the General Manager of the road.

15 Dec 1897 OIC 3403 is passed

15 Dec 1897 from Collingwood Schreiber

Mr. E.V. Johnson inspected the road on 9th instant with a view to opening the line for traffic and reports only 10½ miles ballasted and that there are other works incomplete. Under the circumstances I am unable to report the road to be in such condition to make it prudent to authorize it to be opened for Public Traffic.

24 Dec 1897 from D'Arcy Scott to department

hands plan showing a portion of the land required for terminal purposes in Ottawa. The property adjoins the tracks of the OA&PS and it is from these that it shall be reached.

11 Jan 1898 from Collingwood Schreiber

Mr. Johnson on 7th instant made a final inspection of the section of the O&NY from 12½ miles out from Cornwall to the 23rd mile and he informs me the condition of this section of the road which I find to be completed according to contract and that a careful enquiry into the cost thereof satisfies (sic) me that no greater subsidy attaches to this section than \$3,200 per mile - subsidy applicable 10 10/100 miles @\$3,200 --\$33,600.

6 Jan 1898 from D'Arcy Scott to Collingwood Schreiber

Beg to request that an Inspector go over our road tomorrow inspecting the ten mile section for subsidy purposes and a further portion of the road for the purpose of opening the same for traffic. If your inspector will leave on the Canada Atlantic train at eight o'clock in the morning we will arrange with the Canada Atlantic to have their train stopped at our junction where your Inspector will be met by a car on our road, and brought through to Cornwall in sufficient time to allow him to catch the Eastbound grand Trunk train there in order that he may return to Ottawa via Canada Atlantic from Coteau.

13 Jan 1898 from Collingwood Schreiber

Mr. Johnson on 7th instant inspected for opening for traffic a further portion of the O&NY extending from the proposed junction with the Canada Atlantic Railway to the 44th mile from Cornwall, a distance of 7 ½ miles, also that section extending from 12 ½ miles to 1 ½ miles from Cornwall, a distance of 11 miles and he reports that the road to be in such a condition that it does not appear to me to be safe to allow it to be opened for Public Traffic.

24 Jan 1898 from D'Arcy Scott

Land on the east side of property presently leased to OA&PS. Need to start arbitration proceedings immediately.

4 Feb 1898 from D'Arcy Scott

Thanks for the cheque for \$33,600.

9 May 1898 from D'Arcy Scott

Property near the head of Deep Cut which the company wished to receive the power to expropriate.

Ottawa and New York Research Notes

15 June 1898 from D'Arcy Scott

Attaches plans showing right of way covering the company's line from Hawthorne to Central Station and showing the location of the company's proposed shops and freight terminals.

24 Sept 1898 from D'Arcy Scott to Department

O&NY has been put in condition for inspection for subsidy purposes. If satisfactory to you a special train with your engineer could leave the Sussex Street Depot on Tuesday next the 27th inst. at 10.30 a.m. I will call at your office Monday morning for the purpose of ascertaining whether this will be satisfactory to you.

RG 43 A1 vol 21 file 951

25 April 1892 Letter from D. Bergen MP to Minister

Hopes the question of subsidy will soon be taken up.

9 October 1897 Specification and description.

18 January 1898 Letter from President NY&O to Secretary Railway department

Refers to report of the O&NY. I did not expect any other result. The track referred to as being unsafe for public traffic was laid in snow and frost and we were therefore unable to do anything beyond laying it upon the grade and we had not thought of operating the line until the conditions would enable us to put this track in better condition.

6 April 1898 Letter from George E. Kidd barrister to the Minister

There is now due to Mr. Wm. Heald, sub contractor under Messrs Balch & Peppard in respect of work done on sections 7 to 11 stations 344 to 577 and 633 to 792 the sum of about \$2,750 of which amount he is unable to obtain payment from the said contractors.

Request that you refuse to pay any subsidies until the claim is settled.

4 May 1899 Memorandum from Thomas Ridout to Collingwood Schreiber, Chief Engineer of Railways and Canals.

Has examined the passenger and freight tariffs of the O&NY which was submitted for approval on 29 April 1899. Compared them with the CAR which was approved by OIC on 8 July 1896.

Passenger tariff is based on the rate of 3 1/3 cents per mile with rounding up or down to the nearest 0 or 5. The O&NY is on the same basis as the CAR as approved.

The excess baggage rates are a few cents higher than the CAR. The freight tariff is the same as the CAR, the classification to be governed by the Canadian Tariff Freight Classification. Weights governing carload rates are those provided for in the Canadian ? Freight Classification.

Maximum rates for passengers

Distance (miles)	Rate (cents)	Rate/mile	Distance (miles)	Rate (cents)	Rate/mile
1	3 1/3	3.33	35	115	3.29
2	6 2/3	3.33	40	135	3.37
3	10	3.33	45	150	3.33
5	20	4	50	165	3.3
10	35	3.5	55	180	3.27
15	50	3.33	60	200	3.33
20	65	3.35	65	215	3.3
25	85	3.4	70	235	3.36
30	100	3.33	75	350	3.33

Ottawa and New York Research Notes

Children over 5 years and under 12 years half price. Children under 5 years free when accompanied by parents or guardians. An additional charge of 10 cents to be made when fares are paid on the train, refundable within 10 days.

Baggage - 150 pounds - wearing apparel will be allowed for each full ticket and 75 pounds for each half ticket. (Same as Canada Atlantic).

Excess Baggage

Rates per 100 lbs. Will be 25% of the regular ticket minimum charge 25 cents, always sufficient amount to make charges end in 0 or 5. Storage will be charged on all baggage remaining unclaimed at station 24 hours at rate of 25 cents per ? for the first day of 24 hours or fraction thereof and 10C per ? per day for each additional day of 24 hours or fraction thereof thereafter.

Miles	Passenger Fare Cents	Excess Baggage Charge O&NY	Excess Baggage Charge CAR	Excess above CAR Rates
1	3 1/3	25	15	10
2	6 2/3	25	15	10
3	10	25	15	10
5	20	25	15	10
10	35	25	15	10
15	50	25	15	10
20	65	25	20	5
25	85	25	20	5
30	100	25	25	0
35	115	(29) 30	30	0
40	135	(33 3/4) 35	30	5
45	150	(37 1/2) 40	35	5
50	165	(41 1/4) 45	35	10
55	180	45	40	5
60	200	50	40	10
65	215	(53 3/4) 55	45	10
70	235	(58 3/4) 60	45	15
75	250	(62 1/2) 65	50	15

Ottawa and New York Research Notes

The freight tariff was identical to the CAR freight tariff

Miles	Cl.1	Cl.2	Cl.3	Cl.4	Cl.5	Cl.6	Cl.7	Cl.8	Cl.9	Cl.10
Up to5	8	7	6	5	4	4	4	3	3	3
5-10	10	8	7	6	5	5	4	4	4	4
10-15	12	11	9	8	6	6	5	5	5	4
15-20	14	12	11	9	7	6	6	6	6	5
20-25	16	14	12	10	8	7	6	7	7	5
25-30	18	16	14	11	9	8	7	8	7	6
30-35	20	18	15	13	10	9	7	8	8	6
35-40	22	19	17	14	11	10	8	9	8	7
40-45	24	21	18	15	12	11	8	9	8	7
45-50	24	21	18	15	12	11	9	10	9	7
50-55	26	23	20	16	13	12	10	10	10	8
55-60	26	23	20	16	13	12	10	11	10	8
60-65	28	25	21	18	14	13	11	11	11	9
65-70	28	25	21	18	14	13	11	12	11	9
70-75	30	26	23	19	15	14	12	12	11	10

Smalls - no single shipment of freight from one consignee to one consignor will be charged less than for 100 lbs - first class ?, minimum charge 35c

Cartage - illegible

RG 46 Privy Council Railway Committee Minutes

17 November 1897 7159

Application by O&NY for permission to enter their terminal property in Ottawa over the track of the CAR and OA&PS, as to lay their tracks upon Government property at present leased to OA&PS.

NYC wished to use the tracks over a portion of which the right of way of the CAR was expropriated from private individuals. The other part is included in certain leases made with Her Majesty to the OA&PS.

CAR and OA&PS did not have any objection respecting the right of the CAR to use the portion of the line referred to in the leases, but that is was a question of law as to whether they could use the other portion of the line referred to in their applications.

Case was adjourned to give the parties an opportunity to come to an agreement as to terms etc, before appearing at the next meeting.

Verbatim report No. 7234.

11 December 1897 7158 and 7159

O&NY – We have been unable to come to any agreement. Part of the property we wish to run over is from the point of junction with the Canada Atlantic, which is five miles from Ottawa, to a point known as the head of the Deep Cut, and is the private property of the Canada Atlantic Railway. This part of our application is made under section 102 of the Railway Act, and also under sub-section 7 of section11.

Chairman: If it were not for section 102 you would find it very difficult. Does the Canada Atlantic absolutely refuse, or what terms do they offer?

CAR: They absolutely refuse. This application has no status whatever.

Chairman: Do you mean we have no jurisdiction?

Ottawa and New York Research Notes

CAR: In the first place, the applicants have not brought themselves within the expropriation clauses. They have given no notice of expropriation. They have filed no plans and have taken none of the technical steps necessary by offer of compensation or anything else.

O&NY: We have filed plans properly certified since the last meeting.

CAR: I understand that a plan to the Rideau River has been filed and registered with the County, and that a plan from the Rideau River to the City has been registered with the City. But from the Rideau River to the head of Deep Cut is in the County, and not in the City and therefore the plan should have been registered in the County.

O&NY: CAR may be right on that point.

After discussion as to the O&NY complying with the Railway Act as to filing of plans, giving proper notice of their application etc, O&NY gave the terms of the offer made to the CAR and OA&PS and that they were willing to submit the matter to any tribunal the Committee may name.

CAR: We are willing to refer the question of compensation to any proper Court.

Chairman: We reserve our Decision in the matter and as far as compensation is concerned, we refer that to Mr. Schreiber.

Verbatim report No. 7277.

23 May 1898 7530

Application by O&NY for permission to cross the CAR at rail level at Hawthorne being about five miles from the City of Ottawa.

CAR objected to a crossing at rail level, in the locality as it would be dangerous, and contended that it was quite feasible as far as expense was concerned to have an overhead crossing, and submitted an alternative plan.

O&NY stated that at the place of the proposed crossing that the ground is very level and almost entirely free of trees except at a point some distance east, and that an interlocking plant which they were willing to put in would make the crossing perfectly safe and would only cost \$3,800 and that an overhead crossing would cost \$75,000.

CAR: I am not going to make any technical objection to this application. For instance we have not been served with a plan but my instructions are simply to make practical objection. The first is, that with a very acute angle for crossing it will be necessary for us to have the elevation of the rail level reduced thereby injuring our line by reason of the outer rail being brought down level.

O&NY: The alternative plan we cannot contemplate because we join the Montreal and Ottawa Railway and save the expense of construction and double crossing.

Chairman: We would adjourn for a week so that a Government Engineer could be sent to examine the place of proposed crossing.

Verbatim report No. 7542

30 May 1898 7549

The report of the Government Inspecting Engineer was submitted which states that by using an interlocking system that the crossing will be as safe as any crossing at rail level. O&NY read some correspondence from the CPR with reference to granting the O&NY running rights over the Montreal and Ottawa Railway from near the proposed crossing to the head of "Deep Cut" and stated that any other kind of crossing and at any other place than the one applied for would interfere with the arrangements made with the CPR.

Ottawa and New York Research Notes

CAR contended that an agreement which has not been closed cannot be urged by the applicants in support of their application.

The Government Chief Engineer stated that a crossing as applied for in his opinion would be no more dangerous than any crossing at rail level.

CAR asked that the O&NY be directed to pay the CAR the costs in connection with appearing before the Committee, as his clients had been put to great expense in making surveys, plans, etc.

Chairman: The Committee are of the opinion that the O&NY should pay the other company \$500. The decision of the Committee is that the crossing at rail level should be allowed pursuant to the application subject to the O&NY paying entire costs of construction and maintenance of the interlocking arrangement and the costs I have just stated.

Verbatim report 7558.

11 June 1898

Application by CPR and the amended application of the O&NY for the Committee to fix the terms and conditions set out in schedule submitted as those on which the said companies may use jointly with other parties the passenger station and approached thereto near Sapper's Bridge, Ottawa after May 1 1916.

CPR: Matter grows out of an agreement between the Crown and the Ottawa and Arnprior Railway. Agreement is embodied in three separate leases. Submits that the Crown reserved out of the grant to Mr. Booth's railway, the right to settle the terms on which other railways may use these premises. Our contention is that not only the language of the leases but all the surrounding circumstances show that Mr. Booth's road was to have no proprietary or money making rights as against new companies wanting to use the station and approaches. In other words that the terms to be fixed by this Committee should be such as will give other companies equal rights having regard always to the investment of Mr. Booth's company.

OA&PS: All the rights that a company can enjoy under the terms of the leases or Railway Act we are willing to give them and to approach the question in a thoroughly business way. We are not opposing railways coming in here but we are opposing anything which derogates from our position as lessee. We have duties to perform under our lease. We have to pay rent etc. The applicants wish to come in as joint lessees. We object to that. We say we have a right to our position our leases gives us.

CPR applied to an interim order that they would be allowed to take possession without interfering with anybody's rights and without giving up what they have claimed as joint tennantcy.

OA&PS: It wold have to be the subject of negotiations upon the express abandonment of any further claim to joint tennantcy. On that understanding I would recommend Mr. Booth to immediately negotiate.

O&NY: I claim that the government has the right to cancel these leases and to give a new lease, and that in so doing they would be carrying out the terms of the present leases but as OA&PS says he is willing to take up the question we will not say how , whether a sub lease or joint running arrangement or anything else I am prepared to say that I do not ask for the first clause of the application.

OA&PS: The moment you give up the idea of being lessees of the Crown that moment we will enter into business negotiations with you.

After further discussion the following agreement was signed by representatives of the companies. The said agreement to be the operative part of the Interim Order.

“The temporary arrangement is that the OA&PS will handle the passenger trains of the CPR and the O&NY, the whole control of the station grounds and approaches being in the OA&PS but reasonable facilities are by them to be given for the handling of the passenger mail and express business of the two other roads including suitable accommodation for the sale of tickets and for advertising. One week's notice

Ottawa and New York Research Notes

to be given by each company as to the time when it intends to go into operation and the time schedule of each is to be submitted to the General Manager of the OA&PS with such notice.

And such modification of any timetable which may be rendered necessary by reason of the time schedule of the OA&PS may be made by the latter company but a good working timetable is to be conceded to the two applying companies.

Each of the said companies is to pay for such services as will finally be settled by mutual agreement or by the Railway Committee of the Privy Council; and in the meantime, as security, for any sum which may ultimately become payable, each company is to deposit with the OA&PS the sum of \$1500 per month the first installment to be paid within one week of the notice being given of intended user and thereafter monthly. Each applying company to be responsible only for its own monthly payment and this arrangement is to continue for three months from the commencement of the running of trains or until two weeks after the meeting of the Railway Committee of the Privy Council which takes place next after the first of September.

These terms are agreed to without prejudice the rights or positions of any of the parties with respect to a permanent arrangement.

For verbatim report see No. 7848.

16 June 1898

Application by O&NY for permission to enter certain property in the City of Ottawa to be used for additional freight purposes by the O&NY over the tracks and grounds of the OA&PS.

OA&PS: We object in the first place to the unreasonableness of the notice which has made it very difficult for us to appear here; and in the second place to the technical position of the railway, but as we are here we propose to discuss the matter on its merits. O&NY are asking to come across our tracks or to expropriate a piece of our land to get into their freight site and they want to lay a track down a piece of land leased by the Government to us for the purpose of getting into their freight depot. Our objection to that is that the Central Depot which is to be a large concern and to be built with a view to accommodating four or five Railways. The applicants come in athwart the passenger station closing two streets, either closing them absolutely or closing them by shunting upon them. Both of these streets enter upon our land and both enter upon the site of the passenger station. They have no right to make that a shunting ground or a freight depot. They have no right to close those streets. These two streets are public streets with which this Committee cannot interfere.

O&NY: OA&PS is raising an issue which does not yet exist at all, which the Committee are not asked to decide, which is not ripe for decision. We have no application with reference to the closing or crossing of these streets. We are not going to do anything which is illegal, anything which the Committee does not give us power to do we can be retrained from doing.

Chairman: OA&PS is right to this extent that you wish to get in for freight purposes?

O&NY: Certainly.

After further discussion O&NY called attention to the violation of certain clauses in the lease by the OA&PS in the erection of their freight sheds without obtaining the assent of the crown.

OA&PS: We are within our rights in everything that we have erected. We could use the property for all lawful railway purposes.

Decision reserved. For verbatim record see No. 7620.

5 August 1898 continued discussion.

O&NY: My application is under section 102 of the Railway Act. We ask leave to obtain Right of Way over lands occupied by the OA&PS in the City of Ottawa. At the point in question the OA&PS have a strip of land 200 feet wide which we say is more than sufficient for their actual necessities and we are asking the approval of the Committee to our expropriating or otherwise obtaining the use of part of this strip of land.

Ottawa and New York Research Notes

The application was in fact heard on 16 June last and a good deal of evidence and argument is already on file before the Committee. I think that, perhaps the onus is on our opponents to show why this application should be granted (?) the granting of it being quite within the powers of the Committee but I will ask the President of the Ottawa and New York Railway to show why the land now occupied by the OA&PS at this point is more than sufficient for the present needs of that Company and why our application should be granted.

Mr. Hibbard was sworn and proceeded to point out that the proposed route on the plan submitted at the meeting and that they desired to lay their tracks on the lands occupied by the OA&PS from the head of "Deep Cut" to a point intersecting with the property which they have acquired or propose to acquire for freight terminal purposes.

Mr. Hibbard: We propose to lay one track. Our additional tracks will be placed in the freight terminal property in the yards north of Maria Street or in the yards south of Hurdman's Road so as not to occupy the land beyond what is absolutely necessary to obtain access to our property.

Hon. Mr. Mills: How far will the proposed track be from the bank?

Mr. Hibbard: Immediately at the base. In fact, in some places it will probably be necessary for us to cut a little of the bank to find room for our tracks and especially so in the approach to the Maria Street Bridge.

Mr. Hibbard was then cross examined by Mr. Christie (for OA&PS) as to what position he held in the O&NY and the experience he has had as a railway man etc.

OA&PS opposed the application and wished to take advantage of whatever objections he thought the law warrants him in raising as to the form of the objection and as to the jurisdiction of the Committee respecting it.

Mr. Mountain, Chief Engineer of the OA&PS was then sworn and gave evidence as to the working of the railway and stated his company would require all the land which they had under lease from the Crown from the head of "Deep Cut" to "Sapper's Bridge" for their own tracks in order to handle the traffic etc.

Chairman: "Mr. Christie has informed me of a conversation he had with the Minister of Railways before he left for England. He was to communicate with the minister by cable. I have asked Mr. Christie to let me see a copy of the correspondence.

Meeting adjourned.

For verbatim record see No. 7710.

9 September 1898 application by OA&PS for reconsideration of decision of the Committee upon the application by the O&NY with regard to right of way to their freight terminals in Ottawa. 7777

OA&PS: An order was made against our protest in August. This purports to give the right to the O&NY to take a track through the 200 foot strip from a point near Hurdman's Bridge to a point on the south side of Theodore Street and that is given for the purpose of approaching an intended freight station lying to the east of the general passenger station. The leases specify that the land is to be used for passenger traffic only. We are bound by the terms of our leases to hold this strip primarily for passenger purposes and then the time comes when passenger purposes of the railways approaching Ottawa exclude our using it for freight that we can do on sufferance now under three leases and perhaps by implication also under the terms of the fourth lease we would have to cease and remove our freight business. Now we say that it is distinctly against the provisions of the law that in any such order should be made without an order in council with reference to Her Majesty's right in the land.

Chairman: You claim that you are prevented by the Crown from using these tracks and approaches for freight purposes.

OA&PS: We say so. We are there so far as freight is concerned on sufferance until the Crown demand and we are subject to call by any railway that comes in there for passenger purposes for all accommodation that

Ottawa and New York Research Notes

may be reasonably required. And now this company, without showing any urgent necessity for it and without showing that they cannot get land elsewhere invade the Crown domain without consulting the Crown.

O&NY: Claimed that the necessary preliminary plans had been files and that the Committee had jurisdiction to make an Order.

9 September 1898 Further on terms for the use of Central Station. 7798-7805

CPR: The interim order will expire in a few days. The parties have failed to agree.

Mr. Booth: All I want is to continue in peaceful enjoyment of the leases I have made in good faith with the government and for them to say that the facilities we give are worth and to give these facilities to these other companies all the facilities they want for approaching and using Central Station. I have contended that it was not fair or right to say that other roads to come in here and say: the cost of this was so much and so many roads using it and we will pay you so much on a wheelage basis or build our own track. I suppose that when I made the arrangement it was distinctly understood that it covered the whole scheme of a Central Station and approaches to it. And I supposed that having undertaken all these expenses and laid out the works and complied with the conditions of the leases that any other road using this land would be willing to pay what it was worth according to the privileges we give them. That is all I ask and what it is worth I leave to the Committee to fix. We do not stand in the way. We want them all in and we want them amicably. But my Company did not feel bound to do this work undertake all this expenditure merely to enable any other road to use this as an approach to some other property that was never contemplated in the leases.

OA&PS: We will draft a station agreement. If we fail to agree on particular clauses it will have to come to this Committee for discussion. In the meantime let the O&NY pay \$500 per month.

O&NY: We will pay \$500 per month irrespective of what we pay on a wheelage basis, and month by month we will pay our proportion on a wheelage basis.

Chairman: The Committee will make it part of the order that the O&NY shall pay pending further determination of the question, in advance, monthly the sum of \$250 to be treated as rental to be readjusted when the matter of rental is settled and at the end of each month will pay a proportion of the maintenance expenses.

For verbatim report see 7858

RG 12M Bar Code 2000171521 Acc. No. 77803/17 Item 2677

O&NY plan showing lands required for terminal purposes in Ottawa 23 September 1897. Dept. reference number 2070.

This shows the O&NY joining the CAR to the east of the crossing of the St. Lawrence & Ottawa railway and running over CAR tracks across the Rideau River. There would have been separate trackage to the east of CAR from Deep Cut and under Maria Street, over the Canal basin and across Besserer Street – station is not shown.

RG 12 M bar code 2000171523 Acc. No. 77803/17 Item 2679

O&NY plan showing land required in twps. of Nepean and Gloucester Certified May 14 1898 and 6 June 1898. Dept. reference number 2072.

Mileages are measured from Cornwall.

Hawthorne crossing 51.6

Runs parallel to and north of CAR

Forced Road 51.7

Concession Road 52.05 con III con IV Ottawa Front

Concession Road 53.5 con III con II Ottawa Front

Concession Road 53.7 con II Ottawa Front and Junction Gore

Russell Road 54.2 – this is where it swings northward away from the CAR

Ottawa and New York Research Notes

Russell Road 54.7
Junction with M&O at 55.0

RG 12M bar code 2000171516 Acc. No. 77803/17 Item 2667

O&NY plan showing land required in twps. of Osgoode & Gloucester.

Dated 22 Aug 1897, Certified 24 August 1897, approved by Order in Council 26 Oct 1897. Dept. reference number 2064.

Boundary Road Russell and Carleton Counties, Osgoode twp. 78400'

Mile 41 74600'

Concession Road XI and X 74400'

Side Road lots 10 & 11, conc. X 73800'

Mile 42 69700'

Side Road 66900'

Mile 43 64500'

Concession Road X & IX, Osgoode, 62280'

Boundary Road, Osgoode and Gloucester, 59950'

Mile 44 59200'

Mile 45 53900'

Concession Road, IX & VIII 52400', Piperville

Mile 46 48900'

Concession Road VIII & VII 45400'

Mile 47 43400'

Side Road lot 15 and 16, 39240'

Concession Road, VII and VI and Mile 48 38040'

Private Road lot 17 & 18, 33810'

Mile 49 32800'

Concession Road VI & V, 31240'

Mile 50 27527'

Russell Road 27400'

Ramsay Corners

Concession Road Con V and IV, Ottawa Front 25840'

Mile 51 22200'

CAR crossing 20169.9

Forced Road between lots 1 & 2 19850'

Mile 53 12900'

Concession Road Con III & II, Ottawa Front 10575'

Concession Road Con II Ottawa Front & Junction Gore 9100'

Mile 54 7600'

Line originally continued parallel to and to the north of the CAR to the Rideau River. At 7000' there is a new line shown in blue which curves northwards away from the CAR to wards the M&O which it is shown joining at m. 55.

Russell Road 6810'

Siding to Shepard & Morse 4432' – maybe this was a contractor? It was on the section that wasn't built.

Mile 55 2300'

St. Lawrence & Ottawa 950'

Forced Road 700'

Forced Road 130'

Rideau River 0'

RG 12M Bar Code 2000171535 Acc. No. 77803/17 Item 2701 Dept ref 2080.

September 11 1897 plan by Phoenix Bridge co showing 3 150' steel tr. through spans, two for Racket River in the US and one for Little Nation River.

RG 12M Bar Code 2000171522 Acc. No. 77803/17 Item 2678 Dept ref 2071

Erection plan of 841' cantilever span St. Lawrence River Bridge 17 Dec 1897.

Phoenix bridge Co., City Order 898.

RG 12M Bar Code 2000171517 Acc. No. 77803/17 Item 2668 Dep Ref 2960 with 79304

Ottawa and New York Research Notes

Plan showing right of way required through Russell and Cambridge twps, Russell County. 22 Aug 1897, certified 26 Aug 1897.

Approved by Order in Council of 26 October 1897

Nation River m. 26 less 1500'

Charles Street m. 26 less 750' no indication of a station.

Concession Road unopened conc X and conc XI m. 27, Finch less 1100'.

Concession Road conc. XI Finch and conc X Cambridge.

Concession Road conc. X and conc. IX Cambridge m. 28 plus 1000'.

Boundary Road Cambridge IX and Finch XII twps. m. 28 plus 3000'.

Boundary Road Finch XII and Russell X m. 28 plus 3500.

Concession Road Russell X and IX m. 29 + 3500'.

Side Road Russell X m. 30 + 250'.

Concession Road Russell IX and VIII m. 31.

Side Road Russell VIII m. 32 + 950'.

Concession Road Russell VIII and VII m. 32 + 2250'.

Castor River m. 33 + 1000'.

Road in Embrum m. 33 + 2750'.

Concession Road Russell VII and VI m. 33 + 4000'.

Concession Road Russell VI and V m. 34 + 3200'.

Concession Road unopened Russell V and IV m. 35 + 2100'.

Side Road Russell IV m. 35 + 3200'.

Concession Road Russell IV and III m. 36 + 1750

Concession Road Russell III and II m. 37 + 600'.

Force Road Russell II m. 37 + 4500'.

Side Road Russell II m. 38 + 3000'

Concession Road Russell II and I m. 38 + 3750'.

Boundary Road Russell I and Osgoode m. 40 + 2000'.

RG 12M Bar code 2000171518 Acc. No. 77803/17 Item No. 2669 Dept ref 2066

O&NY map showing right of way required through twps. of Cornwall, Osnabruck & Finch, 18 Aug 1897, Certified 19 Aug 1897.

Approved in the terms of Order in Council 26 Oct 1897.

No mileages shown – measured in feet from 0 at north side of Cornwall Canal.

Second Street (not named) 1250'

GTR crossing 6051

Highway con II 10446

Highway con II and III 18975

Highway in lot 17 con III 21050

Highway 28725

Highway con III and IV ? 27864

Post Road con III 31730

Highway between lots 24 and 25 con III 34350

Highway lot 27 conc III and lot 40 conc. VI 38560 (this is correct)

Highway conc. VI and Gore E 43870

Black River 46270

Moulinette Road 50630

Highway in conc. 7 52680

Concession Road conc. 7 & 8, 56710

Highway in conc 8, 59610

Concession Road conc. 8 & 9, 65310

Highway between lots 37 and 38 conc. 9 67430

Highway Cornwall and Osnabruck twps. 71200

Highway concs 6 & 7 Osnabruck 73330

Stream 81900

Highway conc. 8 & 9 83109

Crossroad in Newington 84558

Stream 86780

Boundary road Finch and Osnabruck 92560

Ottawa and New York Research Notes

Concession Road Finch conc. 1 & 2 98550
Highway 104195
Branch of Payne River 104200
CPR 105595
Highway 106886
Highway 109300 Con III & IV?
Highway con IV & V? 113620
Highway con V & VI? 117980
Highway con VI & VII? 122620
Highway conc VII & VIII? 127280
Highway in lot 12 conc VIII 128700
Concession line VII and XI 131957
Nation River 136500

RG 12M Container 2000013040 acc. No. 77803/17

Item 2670. Map showing right of way required through Stormont County

Certified 26 Aug 1897. Mileages are measured from Cornwall.

Item 2676. Plan showing lands required for terminal purposes in Ottawa

Certified 20 Sep 1897. From Besserer across Little Sussex almost to Canal. Shows basin and dry dock.

Item 2693. Phoenix Bridge Co., Phoenixville, PA. Diagram of Draw Span over the Castor River

125' span at St. Onge. This would be at m. 23.87.

Items 2702 and 2703. Plan showing proposed crossing of the Cornwall Canal.

Cornwall, March 25 1898. Shows location of piers for swing bridge.

RG 12M Container 2000171515 acc. No. 77803.17 Item 2666

Item 2666. Plan showing location of St. Lawrence River bridge and approaches and right of way on Cornwall Island.

Dated 7 Jun 1897. Approved in terms of Order in Council of 15 July 1897.

Shows a proposed branch line from crossing of Second Street to the Cornwall Canal and alongside the Canal almost to Cumberland Street, i.e. through where the paper mill was later.

RG 46M Container 2000012781 acc no. 77803/23 D 1096 F 17 Hawthorne

Plan of 18 May 1898. Canada Switch & Spring Co – arrangement of signals and derails for crossing of O&NY and CAR at Hawthorne. O&NY is straight while CAR is curved. Interlocking tower is to south east of diamond on right of way.

Shows a plain crossing with just a diamond.

1. O&NY eastbound distant
2. O&NY eastbound home
3. CAR eastbound distant
4. CAR eastbound home
5. Derail at signal 2
6. Spare
7. Slip diamond
8. Slip diamond
9. Spare
10. Spare
11. Derail at signal 12
12. CAR westbound home
13. CAR westbound distant

Ottawa and New York Research Notes

14. O&NY westbound home
15. O&NY westbound distant

4 levers for Distant signals
4 levers for Home signals
2 levers for 4 F. P derails
2 levers for slip diamond
3 spare spaces
15 lever machine

Plan of 22 Dec 1897. Showing portion of lands required for terminal purposes at Ottawa. Deposited with Dept of Railways and Canals 4 Feb 1898 as no. 80709.

This covered land bounded by Maria, Mill Lane, Besserer, and Musgrove Streets and the Canal Basin. See sketch.

Plan of 1 Nov 1898. Showing approach to Freight Terminals as approved by PCRC order of 27 Sep 1898. Coal trestle erected since September 1898. Track laid from junction with M&O to 1000' east of Maria Street bridge over Canal since 27 Sep 1899.

RG 30 vol 8564 file 1-134 Agreement for the use of Union station 12 April 1926

Between Ottawa Terminals Railway, CNR, NYC and CPR

Refers to orders of PCRC of 9 Nov 1898 and 21 April 1899 giving the right to use passenger station and tracks on Ottawa. In 1912 a new station was erected by the GTR and CNR is taking steps to require a revision of the terms as to compensation in the orders.

1. Valid for 15 years from 1 January 1926.
2. CN shall have charge supervision and control of the joint premises.
3. CN may make rules and regulations.
4. NYC employees shall be subject to these rules when on the Joint Premises and shall obey orders of Superintendent, dispatchers etc. NYC trains shall receive equality of right and privilege with trains of a similar class of CN and other lessees.
5. Schedules showing times for arrival and departure of trains over and upon the tracks in the Joint premises shall be made from time to time by joint action of the proper offices of the parties.
6. CN shall be bound to use reasonable care, skill and diligence in maintaining, repairing and operating the Joint Premises. NYC to give prompt notice of anything requiring repair
7. In the event that any engine, train or car of the NYC becomes wrecked while upon the tracks included in the Joint Premises, the wreck shall be picked up at once and removed by the CNR and NYC and except as herein otherwise provided shall pay to the CNR the whole cost and expense incidental to such service.
8. CNR shall hire persons necessary for the operation of the Joint Premises. Shall be neutral.
9. Express business of the NYC and any other express companies whose traffic may be handled by the NYC shall be handled by the employees of the NYC or such particular express company as may be agreed upon between them.
10. CNR will, except in respect of the duties of trainmen including baggagemen, perform all services in connection with the handling of all passenger and baggage traffic in the Union Station for the NYC, such handling to include the selling of tickets and the checking and handling of baggage, the NYC shall, at its own expense supply the passenger tickets, baggage checks and other forms and stationery used.
11. Reasonable facilities shall be afforded NYV for advertising its own business and that of its connections.
12. Employees working in the station shall be deemed to be joint employees.
13. Each of the parties shall be responsible for loss, damage or injury which may be caused by its engines, cars or trains.
14. Accidents on Joint Premises to be assumed by railway handling the traffic.
15. Loss and damage not covered in 13 or 14 shall be apportioned according to paragraph 22.
16. In the event of a collision the party whose employees are at fault will be responsible.

Ottawa and New York Research Notes

17. Accidents to joint employees.
 18. Mutual Indemnity.
 19. Assuming defense of a suit.
 20. No claim for interruption or delay.
 21. Agreement as to responsibility. Arbitration process.
 22. Apportionment of damages.
 23. CNR may admit other railways to the use of the Joint Premises.
 24. Insurance.
 25. Assignment of right of NYC.
 26. Payments by NYC monthly:
 - (a) \$1250 to cover rental and expenses of maintenance and operation including taxes.
 - (b) \$100 to cover the expenses of the operation of the ticket office.
 - (c) Charges for cleaning cars and other such incidental services for cars as may be required on the basis of unit charges in Schedule A.
 - (d) Charges for making running repairs - Schedule A.
 - (e) 50cents per train turned, for the use of the "Y" tracks of the CNR situated outside of the Joint Premises and used from time to time for that purpose. (said charge shall cover the use of "Y" track facilities only and as the work is performed by the CNR's joint switch engines, the use of such engines is covered under the payment made under sub paragraph (a).
- The Payments provided for in paragraph 26 shall not be subject to any deductions on account of credits for rentals or otherwise.
27. NYC shall assume all loss and damage from any cause whatever to the cars in its trains from any cause whatever during their movement upon the "Y" tracks as aforesaid.
 28. If the parties wish to change the schedule of payments they shall give the other parties notice and if they cannot agree the dispute shall be settled according to paragraph 31.
 29. Monthly statements to the NYC.
 30. Enforcement of payments. If NYC shall fail to make payments and such default shall continue for 6 months after notice shall have been given in writing CNR may declare this agreement terminated.
 31. Disputes to be determined by the Board of Railway Commissioners.
 32. Assent of CPR which is a party by virtue of an agreement of 16 September 1918.
 33. Inconsistencies etc.

Ottawa and New York Research Notes

Schedule A

To become effective 1 May 1926.

1	Cleaning Combination Mail and Baggage Cars, inside and outside; this covers floors swept, washed and fumigated, lights cleaned, outside washed, trucks brushed off, per car	\$1.10
1a	Sweeping straight baggage cars only, inside only, per car	.20
1b	Sweeping and washing straight baggage cars, inside only, per car	.65
2	Cleaning Combination Passenger & Baggage Cars, inside and outside, including vestibules; this covers sweeping out car, windows cleaned, floors washed, cuspidors cleaned, lights cleaned, dust down passenger end complete, outside washed and trucks brushed off, per car	1.95
3	Cleaning straight Passenger Cars, inside and outside, including vestibules; this covers sweeping out car, windows cleaned, floors mopped, toilets and lights cleaned, dust down car complete, outside washed and trucks brushed off; (cars to be given thorough cleaning, includes vacuuming weekly) per car	2.60
4	Cleaning special cars; Actual labour plus 40% to cover overhead and cost of cleaning materials.	
5	Steam heat, per day of 24 hours or less, per car	.75
6	Inspecting and resting brakes, including service treatment of journal boxes, per car	.30
7	Oil and waste for service treatment; Actual amounts used at current Stores Department price plus 15%	
8	Repacking journal boxes: Oil and Waste; actual amounts used at current Stores Department price plus 15%; labour; 1/4 hour per box, at ARA rate per hour for lubrication.	
9	Charging batteries, per K.W. hour	.10
10	Ice and Icing, including water for drinking water tanks, per car	.30
11	Watering and overhead or underneath tanks, per car	.10
12	Cleaning and steaming drinking water tanks, per tank	.15
13	Repair to cars; (except turning wheels) Material at A.R.A. prices; labor actual time at A.R.A. rate per hour. When A.R.A. rate for material includes labor applying, no additional labor to be charged.	
14	Wheels: loaded, transferred to shops, tired turned, returned to coach yard and unloaded; 5½ hours, per pair at the A.R.A. rate per hour, for repairs to passenger cars.	

RG 43 vol 233 file 1240

O&NY filing of plan of completed railway.

22 May 1902 letter from O&NY, (via Scott, Curle & Gleeson) to Dept of Railways and Canals

Hands map or plan and profile of the completed railway.

Plans were used by the Topographical Survey for incorporation in topographic maps.

RG 46 vol. 1534 file 8434

Complaint against the condition of certain coaches on the line between Ottawa and Cornwall.

15 Sep 1908 complaint by R. B. Faith of Ottawa. Need to dust seats and windows and keep lavatories clean and sanitary. Seats and windows should be cleaned at terminal points. Soiled dresses and suits as well as danger to public health.

Second complaint by passenger, Miss Elsie E. Betts of Albany, NY, on 22 Sep 1908 – dust had been swept under the seats and floors expectorated upon. Complained to Conductor who moved her into forward car which was only slightly better. The Conductors on the line are the only redeeming feature of the line. They made great efforts to help even the humblest off and on with their children and bags.

Response by O&NY 18 Sep 1908. At Ottawa all incoming passenger cars are inspected and cleaned before starting outbound trip. Inspection, oiling and cleaning is done by GTR. Cars are iced, swept, dusted, lamps trimmed and closets are washed out. Train runs 129 miles to Tupper Lake and at that place cars, before starting return trip, are inspected, swept, dusted and closets are washed out. Zinoleum is used in closets as disinfectant. No doubt the accumulation of dust in cars complained of comes about from open windows that during the warm weather passengers insist on having open.

Ottawa and New York Research Notes

Further response by O&NY 1 Oct 1908. Without wishing to shield us from criticism would say that our cars are cleaned by GTR. Have taken up with GTR. Hope to prevent grounds for complaints in the future.

Report of Inspector Gillies (Equipment) 16 Oct 1908. Cars fairly well cleaned with the exception of the plush on the car seats which were very dirty. The contract with the GTR does not call for cleaning of the plush or the removal of the dirt and other grit which catches into them. Dirt soils the passengers clothing. Passengers have just cause for complaint. Coaches are old and run down although perfectly safe. Now that the road has been taken over by the NYC they should arrange to put a better class of coaches on their trains. The first class coaches are not equal to the second class cars of either the GTR or the CPR.

7 Nov 1908 O&NY advise they have established a compressed air device and are using same to clean the inside of passenger cars.

3 Mar 1909. Report of inspector. There is a decided improvement but something should be done to have a better class of coach on this run. Coaches are safe but are not as well equipped as travelling public expects especially in view of the fact that the passenger traffic is very heavy. Suggest company be requested to put on more up to date first class cars on their trains before 1 Jun 1909.

Set down for hearing 9 Apr 1909. Held over to May.

Inspection on 13 Apr 1909. Coaches on train that left Ottawa at 4:45 pm were:

242 first class – thoroughly clean but upholstery in bad order. Needs to be properly upholstered and covered with new plush.

302 first class – fair condition, floors, closets and seats clean but ceiling dirty from smoke from lamps. Car cleaners washing ceiling and expected to have it completed before train left.

220 combination – good condition, thoroughly clean.

Inspection on 14 Apr 1909. Train leaving at 7:50 am.

306 first class – thoroughly clean and tidy

221 combination – clean and fair. Required reupholstering and covering with leather or plush.

Inspector considered the public were entitled to better cars on a line running out of the Capital.

5 May 1909 Baggage, mail and express cars 210 and 211 and first class coaches 303 and 304 were leased to the NYC about 4 years ago but 302, 305 and 306 which they have at present on the line, were built at the same time as 303 and 304.. One of the baggage, mail and express cars has been recalled and will be converted into a baggage combination car in place of 230 which they are now using.

10 Jun 1910. Mr. Davies intended to travel from Cornwall via Ottawa to Winnipeg intending to make connection at Ottawa with the CPR. Found out that the engine of the O&NY train had broken down. Locomotive was almost disabled when one of the coupling rods broke leaving Tupper Lake. Complained that O&NY had only one locomotive.

Further complaints that equipment provided is inferior and would not be tolerated on other parts of the system.

Inspections. Train 21 leaving Ottawa 7 May 1912 at 4:40 pm. First class coach 302 – worn but clean. Combination car 220 inadequate and dirty and should be immediately withdrawn from service.

Train 22 (?) leaving Ottawa in morning. First class car 306 is in fair condition but should be shopped. Combination car 221 inadequate and unsatisfactory.

Ottawa and New York Research Notes

Spare cars in yard – 241, first class coach very shabby and outside very dilapidated. Should be sent to shops. 240 first class coach similar to 241 and should also be shopped. 243, first class should also be shopped.

All cars four wheel trucks with cast iron wheels and open ended platforms.

Conclusion is that the company does not have the facilities to take care of their equipment. Since NYC has taken over things have gone from bad to worse. Apparently the powers that control the system consider that the old equipment which is not good enough for the NYC is good enough for their lines in Canada. Emphasizes that the equipment is safe to run.

Response from O&NY 3 Jun 1912. Trains generally 1 combination and 1 coach and considers them in fair condition. There are four excursion cars 240, 241, 242 and 243. Excursion cars made 3078 miles in past 4 months whereas the regular equipment 220 – 221 – 302 – 305 – 306 made 111,346 miles. Claims that O&NY equipment compares favourably with that on local service on branch lines of other Canadian Railways. Please bear in mind that our service is from Ottawa to Tupper Lake so there can be no feeling that any old equipment is good enough for Canada.

Inspector Ogilvie 22 Jun 1912. Accommodation afforded by the combination car is totally inadequate for the service and is not what one would expect for trains running out of the Capitol. Upholstering is very poor. I found the condition in some of the seats that one might as well sit on some stones. This situation should not be tolerated.

4 Jul 1912 Memo from James Ogilvie Assistant Chief Operating Officer concerning meeting with Mr. Gays, General Manager of NYC.

Combination car 220 is inadequate but is still running – will seat 21 people or 20 of the newsboy's box is on the train. Bad condition, many passengers objected to occupying the seats owing to the mixed quality of the passengers. The train runs through an agricultural district with quite a number of men employed on the farms, brick yards etc. The clothes they are wearing at the time are all right for their employment in which they are engaged, are such that a passenger going in to have a smoke objects to be crowded with persons whose clothes are dirty from the result of their employment. Besides the interior of the car is anything but inviting.

Mr. Gays was sorry that he was forced to use this car so long but, being short of that class of equipment, he was unable to replace the car, but advised that they had a combination car in the shops just about finished and he expects to have on next week. This car would give a greater seating capacity and would be clean and in much better condition.

He also advised that he was trying to secure, if possible, a new 70 foot combination car.

Mr. Gays agreed to have the defects in the upholstery remedied at the earliest possible moment, have the cars outshopped and thoroughly renovated and upholstered and put in good condition. If the promises as made by Mr. Gays are carried out I think the complaints in regard to passenger equipment would cease.

At Embrun last evening there were two cars on the train (combo. 220 and first 302) and all seats were taken up with one or two passengers standing in the first class car. Quite a number of passengers got off but the condition of 220 is such that passengers with good clothes so not care to occupy it. They only do so under pressure for want of better accommodation. People on the platform passed some very uncomplimentary remarks and said the board should do something about it.

July 11 1912. Secretary sends a copy of the report of the Assistant Operating Officer to the NYC and trusts that the Company will have the improvements made at the earliest possible moment so that no further action will be necessary.

4 Nov 1912. Reply from O&NY. Effect has been given to painting and repairing of coaches under discussion. Negotiations for the purchase of a 70 foot coach for combination car are practically closed.

Ottawa and New York Research Notes

8 Nov 1912. Ogilvie – examined evening train on Mon 4 Nov. (1st class coach 306 and combination 220). Both were thoroughly clean and in fairly good order. 220 has been shopped and repainted and varnished since my last communication. I understand the coaches on the morning train have also been through the shops and were renovated.

20 Jan 1913. Letter from R.B. Faith, of the Ottawa Valley Journal complaining about the bad condition of O&NY trains. Primitive dirty coaches, cold and badly ventilated with toilet accommodation of a most disgraceful character. Every time the door of a coach is opened the draft sweeps through the car, particularly in wintertime, gives one a chill sufficient to bring on pneumonia, la grippe or half a dozen other ailments. I have never seen on the road a coach with a vestibule.

Coaches are built of a light material such that if a wreck ever occurred it would, in all probability, be one of an appalling nature, the coaches going to pieces like kindling wood.

Accommodation is not adequate. Why should people who pay first class fares have to stand for several miles on the evening train? The same holds true for the morning train coming into the city. From Ottawa to Russell both ways in the evening and from Russell to Ottawa in the morning seats are at a premium four or five days a week. Last week the railway advertised reduced rates to the Fat Stock, Dairy and Horse Show. With insufficient accommodation provided people were jammed into the coaches until there was not standing room for them. Men, women and children having to travel like dumb animals just because of the indifference of a railway company which evidently appreciates the fact that because it has no competition it can do anything it likes with the public.

3 Feb 1913 Response to Mr. Faith's complaint by Mr. Gays of O&NY.

1. GTR clean our cars and are to give same attention as they do their own.
2. Cars are steam heated both on tracks while held in Ottawa and on train. Conductors have had no complaints of lack of heat.
3. Cars have deck ventilators. Trainmen open or close ventilators using their best judgement.
4. As to toilets being disgraceful. We do not have toilets. The coaches are equipped with water closets and open hoppers. Washed out before starting on a new trip – a disinfectant of zinoleum is used and adjusted so as to flow during the trip. This is the same kind of water closet that is provided on the largest percentage of passenger coaches in service on all railways.
5. The doors when open permit the draft through cars. I do not see how this can be prevented.
6. Construction light. Same as used on other railways of cars that have been built of wood – prior to the more recent construction of steel – steel reinforced and steel underframes.
7. Our cars are non vestibule
8. Over crowded. Attaches a statement showing equipment on trains 21-23 from Ottawa – number of seats provided and number of passengers leaving Ottawa. Jan 13 to Jan 16 there were low rates for the Fat Stock Show. Last year we had 425 passengers, this year we had 877, larger crowd than we expected.

A review of the table (January 1913) indicates that on only one occasion was the number of passengers greater than the number of seats. No. 21 had 88 seats normally but was strengthened to 148 on 5 occasions. No. 23 had 88 seats, was strengthened to 148 on 12 occasions, to 232 on one occasion and to 268 on 3 occasions.

Ottawa and New York Research Notes

From what I learn from enquiry the Car Manufacturers are filled with orders that would cause a delivery not earlier than a year off.

The weight of wood equipment would be upwards of 2½ times and of steel upwards of 4 times that of present equipment. This would call for improved track conditions. This would come from the ballasting that we contemplate this coming season.

We would ask that the order contemplated not be issued.

- 1- We feel we are providing as good equipment as is provided by other railways – class of service considered.
- 2- Our passenger rates now average but 2.07 cents per mile – the complaint is of our charging 3 cents a mile.
- 3- Our revenues are now and have been since the opening of the Road less than operating expenses and taxes until there has accumulated a loss of \$215,535.53

To provide modern equipment would add to this interest alone upwards of \$6,000 per year.

1 March 1913 Memo from James Ogilvie Asst. Chief Operating Officer.

Statement about equipment running between Ottawa and Montreal is not approached by 75% of all other equipment in service on Canadian roads is not borne out by the facts. While it is true that there is quite a large number of old style open end platform cars in use on branch lines on our trunk line railways they are being kept in a better state of repair and more up to date with very few exceptions than the equipment in use on the O&NY.

The O&NY receive from the Dominion Government a pretty heavy subsidy. They also receive a subsidy from the City of Ottawa, and I presume that aid was received from the municipalities through which they run in connection with the right of way and they possess today a very valuable franchise which is owned and controlled by the New York Central which is about one of the richest railway corporations on the continent and why should the citizens of Canada put up with old, discarded equipment of Canadian railways and the New York Central line?

While it may be true that their passenger business is operated at a small loss, still, I feel satisfied that if better and more up to date equipment was supplied, their passenger earnings would show a large increase over the present earnings.

My own opinion is that the people of the Ottawa Valley on account of the monetary aid and other concessions granted from the government, are entitled to a better class of equipment than is at present running on the O&NY.

Fri 28 Feb 1913 Ottawa Free Press

Albany, NY. – Approval has been given by the public service commission to the New York Central and Hudson River Railroad Company to consolidate the Mohawk and Malone, Carthage and Adirondack, New York and Ottawa and Tonawanda Island Bridge Company.

Mr. W.H. Gays general manager of the New York and Ottawa stated this morning that while all the stock of the Ottawa and New York was owned by the New York Central, all the reports of the subsidiary companies had to be made out separately. The consolidation was simply to avoid all unnecessary bookkeeping and clerical help.

“It will be New York Central up to the river and then new York and Ottawa” said Mr. Gays.

10 March 1913. A copy of Ogilvie's report of 1 Mar 1913 is sent to Mr. Gays and he is asked if he has anything further to add to his statement of 25 Feb.

Hearing set for Tuesday 1 Apr 1913 at 10:00.

Ottawa and New York Research Notes

31 Mar 1913. Letter Gays to Secretary of the Board.

Still of the opinion that CP and GT equipment run between Ottawa and Montreal is of an excellence that is not equalled by 75% of all other Canadian railways.

O&NY received \$262,384.00 from Dominion Government to aid in construction of road. It received \$75,000 from City of Ottawa for removing shops to Ottawa that the City might receive the benefit to be derived from the pay roll and material disbursements made by the road. Not aware of any complaints from City as to any failure on our part.

It also received \$4,000 from the town of Russell to cover the cost of changing the location asked for by the town.

It also received from the province of Ontario \$35,000 aid in constructing the bridge over the St. Lawrence River. So that the aid towards the construction of the railway and the St. Lawrence Bridge received from the Dominion and the Provinces was \$297,384.

If the value of a franchise is determined by its earnings results then the value is a problem for the future to determine; it has not been shown that there is any profit up to the present time.

Ottawa – Montreal line draws business from the following sources:

Montreal (pop)	525,000
Ottawa	100,000
Towns between	15,000
	640,000

The Cornwall line draws business from the following sources:

Ottawa	100,000
Cornwall	6,500
Towns in between	2,500
	109,000

So that the possible earning power from the local traffic of the Cornwall line is but 17% of that of the Montreal line.

4 Apr 1913 Complaint from Winchester Village Council about the unsanitary condition of the accommodation and inadequate train service.

Cornwall Freeholder editorial (just before 14 Apr 1913):

“The New York Central evidently operates its Ottawa and New York branch on the principle enunciated by W.K. Vanderbilt, the former President of that Corporation, when he said “the public be damned”. Its cars are out of date and generally filthy, there are not enough for the accommodation of passengers, many of whom usually have to stand on leaving Ottawa in the evening; for trains to arrive at stations on time is rare, and there is what seems a studied failure to make connection at Finch Junction, though that may be equally the fault of the Canadian Pacific. Altogether things are just as bad as they could be and the chief officer of the Railway Commission has been ordered to investigate. The fault does not apparently lie with Mr. Gays, the General Manager, at Ottawa, who is too old a railwayman not to know that such treatment of passengers does not pay in the long run, but the heads in New York, who have starved the line in every direction ever since they had anything to do with it.”

Ottawa and New York Research Notes

22 Apr 1913. Memorandum from Chief Operating Officer Nixon.

Have made an inspection and while it is not in as good condition as is generally used on Canadian railways it is not as bad as the complaints would indicate.

Have taken up the matter with Mr. Gays and he has arranged to provide two new first class coaches; also make improvements in the smoking accommodation as will very materially improve the conditions.

It will take between 30 and 60 days to provide the new equipment and I recommend that no further action be taken until he has had an opportunity to carry out the arrangements I have made with him for improving the equipment.

I would suggest you advise the complainant, Mr. Faith, that arrangements have been made with the railway to provide improved equipment and it is expected the improved equipment will be placed in service inside of the next 60 days.

24 April 1913. Letter to Mr. Faith advising him of improvements.

7 Aug 1913 Memorandum from Ogilvie to Nixon.

I inspected O&NY passenger equipment on Aug 6.

Mr. Gays has procured some additional first class coaches but they are not new. They now have the following first class cars which have all been thoroughly cleaned and renovated inside, painted and varnished outside, within the last three months and are in fairly good condition. Nos. 302- 305 – 306 – 583 and 1181 but the old combination cars Nos. 220 and 221 are still in use.

Mr. Gays is running two first class cars in addition to the combination cars on all regular trains, one of the first class cars being used as a smoker which gives them fairly good accommodation.

In reference to the new combination cars which Mr. Gays promised to provide some time ago he advised that the matter has not definitely been settled; but an official of the NYC was here a few days ago looking over the equipment and has promised to do all he can to procure the combination coaches required. Mr. Gays will advise within the next ten days the result of their joint report.

21 Aug. 1913. Letter from Mr. Faith to the Board.

I have learned that no improvement on the road has been made, except in the painting up of some of the old coaches and the provision of cuspidors in the smoking coach.

3 Sep. 1913. Reply to Faith – matter is being gone into further.

9 Sep. 1913. Letter Gays to Ogilvie.

583 and 1183 were received from NYC&HR for our service. Lighted with gas and are in good shape.

Coaches 302, 305 and 306 are in good shape, lighted with oil.

We feel that these cars fulfill all requirements of the service they are in.

Combination cars 220 and 221. We are now having a car changed to a combination that should be in service within 60 days that will replace 220.

The matter of acquiring a second combination is now receiving consideration.

All our equipment is above the standard of safety and would invite your inspection as to their fulfilling the requirements of the service they are in.

10 September 1913. Memorandum from Ogilvie.

Ottawa and New York Research Notes

Combination cars 220 and 221 are still in service. Board has received quite a lot of complaints for the last two or three years which has resulted in considerable improvement being made but there is still room for greater improvement, particularly in regard to the condition of the combination cars.

Would strongly recommend that Mr. Gays be notified that two combination cars be secured within 60 days under penalty, to relieve the two combination cars now in use.

15 Sep 1913. Memorandum from Ogilvie.

I understand that the car is one of the NYC Café cars which was used until quite recently on the NYC lines between New York and Chicago. Car is about 70' long and is now in the NYC shops undergoing the necessary changes and repairs. Expects to have them completed within the time stated.

20 Sep. 1913. Letter from Gays.

Combination car we are to receive is a café car that was in service between New York and Chicago and is now in the shops at Cleveland to be changed to a combination Passenger and baggage car. We should receive this car in the course of six or seven weeks. Will advise you further.

16 Oct. 1913. Letter from Gays to Board.

We will have combination car in Ottawa for inspection by operating officer on Monday.

23 Oct. 1913. Letter from Gays to Board.

We have a combination PB&M No. 104 at Ottawa Shop that we would like to use in our train service displacing combination No. 220.

Will you kindly look the car over and let me know.

25 Oct. 1913. Letter from Gays to Board.

Car originally intended to be used could not be used because of the requirements of the ICC as to the postal part of the change. Succeeded in securing coach No. 104.

We are using two coaches on each of our trains in addition to the combination car so that ample seating is provided without use of combination space.

29 Oct 1913. Memorandum from Ogilvie.

I inspected car 104 yesterday. While it does not come up to the promises made by Mr. Gays still the car has been through the NYC shops and was thoroughly renovated. It has a seating capacity of 22 passengers and baggage and mail rooms. I am rather afraid that owing to the small space allotted for mail and baggage that the car will not be satisfactory but I presume this matter will have to be tested.

Mr. Gays has not yet been able to find another car but was still negotiating.

Advise Mr. Gays he can put combination car #104 into service.

30 Oct 1913. Letter Board to Gays.

It will be satisfactory to have combination car No. 104 put into service.

Ottawa and New York Research Notes

16 Mar 1914. Memorandum from Ogilvie.

Combination car #221 has been thoroughly renovated and put in good state of repair and while the coaches on these trains are not first class in every particular, still, they are as good as a large number of coaches running on some of our leading systems throughout the country.

RG 30 box 12673 file 1345

Agreement between the O&NY and GTR covering the joint use of station facilities at Cornwall Junction

Whereas the O&NY is the owner of the station building and platform now in its occupation at Cornwall junction and the GTR is desirous of sharing in the use thereof and in consideration of being permitted so to do is willing to share all expenses in connection therewith equally with the O&NY.

1. The station building and platform now erected at Cornwall Junction and the equipment and facilities in connection therewith and any addition or additions thereto and any building or platform substituted therefore at any time during the currency of these presents shall be used jointly by the parties.
2. Agent to be appointed and paid by the O&NY but shall furnish to the GTR all services of the ordinary station agent, such as handling and billing freight, ticketing passengers, checking baggage, performing telegraph services and handling necessary reports, if and whenever requested to do so by the GTR and shall account for and pay over to the GTR all monies received on its behalf including monies received for storage on GTR baggage. GTR business shall be handled in like manner and with equal attention and despatch as that of the O&NY.
3. GTR shall pay on or before 31 December each year 2 1/2% on the original cost of the station building and platform including therein the cost of any additions thereto.
4. GTR shall pay at the end of every month on receipt of an account one half of the total cost of maintenance of the station and one half of the wages paid to the agent in charge.
5. All freight and baggage from trains of the O&NY destined to points on or via the GTR shall, as soon as unloaded and placed on the platform or within the building be deemed to be in the possession of the GTR. In a similar manner freight and baggage destined to O&NY from GTR shall be deemed to be in the possession of the O&NY
6. Agreement may be terminated at any time by either party giving 3 months notice in writing. It shall remain in force until so terminated.

Application for an order authorizing the putting into effect of a reduction of train service from two trains a day each way to one train each way over the line of the Ottawa and New York Railway between Helena, NY and Ottawa.

**Heard January 31, 1939
Judgements June 28 and July 24, 1939
Order 57816 August 3, 1939**

The original application was for permission to discontinue all passenger service but following publication of notices there was so much opposition that the application was temporarily reduced to the above application.

Current train schedule is:

	Leaves		Arrives	
No. 60	Ottawa	7.55 a.m.	Helena	10.23 a.m.
No. 62	Ottawa	3.30 p.m.	Helena	6.10 p.m.
No. 61	Helena	8.05 a.m.	Ottawa	10.35 a.m.
No 63	Helena	3.55 p.m.	Ottawa	6.30 p.m.

This railway has a history of considerable misfortune since it was constructed around 1900 (it was later than this). Originally it was intended to project it as an air-line from Ottawa to New York. However to opposition it fell short of its aim for New York and did not penetrate further than Tupper Lake Junction. About 1906 or 1907 the NYC purchased control with the purpose of extending the line beyond Ottawa and up the Ottawa River but this project fell through when the CPR objected and the NYC abandoned the idea. Since that time the line has remained simply a local road depending upon local traffic. Recently, owing to

Ottawa and New York Research Notes

leanness of traffic, that portion of the line between Helena and Tupper lake Junction on the other side of the boundary has been taken up by leave of the ICC.

Losses:

Year	Passenger	Freight
1935	14,695	19,872
1936	18,367	29,335
1937	21,178	36,249

The reason why NYC is not applying for discontinuance of freight is that passenger is purely local whereas freight is interchanged.

Expenses include \$16,200 paid under agreement for the use of the facilities of the Union Station in Ottawa - this agreement does not expire until 31 December 1941. Objectors suggested that the cost of operation could be considerably reduced if the company built a station at the foot of Nicholas Street on its own property and that passengers would not find this inconvenient. However, the NYC did have its station there at one time and found that people would not patronize it. (NYC subsequently moved its passenger operations to Mann Avenue, effective January 1, 1941 - not 1942 - see order 60024 of December 3, 1940.)

Roads are good in summer but are sometimes impassible in winter. However, steps are now being taken to plough roads in winter and keep them open. The regular bus runs from Ottawa to Cornwall in 2¼ hours.

Passenger traffic was very light. Average per day October 31 - November 11, 1938

Train 60	16
Train 61	16
Train 62	24
Train 63	20

The township of Russell gave \$10,000 to the railway and passed a by law which included:

That the said Railway Company shall run on their said Railway, at least two passenger trains each between Ottawa and Cornwall which shall each way stop for passengers at all stations on the line of their railway.

This did not contain the seal of the railway and such agreements are not binding unless confirmed by Dominion Act.

Bearing in mind the NYC will still be incurring a loss an order should be made allowing the reduction in service.

**RG 46 vol 499 file 40892.4
Application to abandon NYC Cornwall to Ottawa Line**

10 Aug 1956. Letter from Ayles, Scott & Ayles to R.M. MacDonald Chief Operating Officer enclosing a draft application for authority to abandon the line.

10 Aug 1956 Reply from MacDonald. Application appears to cover the situation. However there is a marginal profit shown in connection with each years operation on a system basis – Board has insisted in the past on an assessment of the value of the branch to the system. In this case, the main purpose is related to the development of the St. Lawrence Seaway.

28 Sept 1956 Board receives application to abandon the line under section 168 of the Railway Act – order authorizing the NYC to abandon its operation of the line of railway and the O&NY to abandon its line of railway.

Total length of line 57.9 miles.

Ottawa and New York Research Notes

1. *Reasons for Abandonment.* Development of the Seaway requires the removal of the international bridge which forms the southern terminus of the line. The existing bridge spans the south channel of the St. Lawrence River which will be the navigation channel of the Seaway. The relocation of the railway to maintain the continuity of the line without obstruction of the seaway navigation facilities would require the construction of a line at least 5.08 miles in length to replace a 2.11 mile portion of the present line and the construction of bridges where the relocated line would cross over Grass River and the Grass River locks in the USA and Polly's Cut in the USA and Canada. The construction of such a line and bridges would cost \$9,332,000. This is not economically justified.

The operation of the O&NY as a separate line of railway having no connection at its southern terminus is not financially practicable. Revenues from local traffic not sufficient to justify O&NY as a separate line of railway. 85% of the originating or terminating traffic moves either to Ottawa or Cornwall.

The application to abandon is predicated on the seaway project and not upon revenue. Annual revenues result in an annual, marginal profit. A concurrent application to abandon from Rooseveltown to the US/Canadian border is before the ICC.

2. *History and Description of the Line.* Originally constructed by the Ontario Pacific Rly which was incorporated on 17 May 1882. Name was changed to The Ottawa & New York Railway on 21 May 1897 and on 13 June 1898. The capital stock was owned and the railway operated by the New York and Ottawa Railroad until 22 Dec 1904 and thereafter by the New York and Ottawa Railway until 7 Mar 1913 when the company was merged into the NYC&HR. Operated by NYC under terms of lease of 7 Dec 1936 effective 1 Jan 1937 for 99 years

Mileages from US Canada boundary

Cornwall	6.7
Cornwall Jct	7.5
Newington (non-agency)	17.5
Finch	21.6
Berwick (non-agency)	24.0
Crysler	27.3
St. Albert (non-agency)	29.9
Embrum	35.1
Russell	38.7
Edwards (non-agency)	45.4
Ottawa	57.9

3. *Physical characteristics.* There has been some deferred maintenance, ties are 80% treated with cinder ballast with short segments of gravel ballast. The south channel of the St. Lawrence River is spanned by the northerly portion of a 374' through truss bridge with 60' deck plate girder approach. The north channel and canal bridges of the St. Lawrence River consist of one 843' cantilever span and one 242' swing bridge. The southerly approach to the bridge consists of a deck plate girder viaduct 191' in length and the northerly approach consists of a deck plate girder viaduct 300' in length. There is one overhead wooden bridge. There are 73 rural highway crossings of which 70 are unprotected. Max grade north is 1.0481%, south is 1.0791%. Max curvature is 16 degrees and max speed is 30 mph.
4. *Train Service.* There was one daily passenger train in each direction until 16 August 1951. From 16 Aug 1951 to 31 Oct 1951 it was discontinued and thereafter operated on a 6 months' basis from Nov through Apr until 24 Apr 1954 when it was discontinued permanently. One freight train was operated in each direction daily except Sundays until 27 Jul 1956 when service was reduced to three trains per week in each direction.
5. *Highway Service.* District and communities well served.
6. *Railway Employees.*

Ottawa and New York Research Notes

Station agents – 7
 Ottawa, one clerk and one cashier
 Drawbridge operators – 3
 Signal maintainer – 1
 Signal helper – 1
 Train and engine crew – 5
 Maintenance of way foremen – 2
 Sectionmen – 4

Operating Deficit 1954 \$163,644; 1955 \$142,477; 1956 (1st 5 months) 127,556
 Net Deficit \$246,983; \$218,915; \$86,563

Cornwall bridge tolls represented a significant part of revenue (\$33,846; \$36,366; \$11,372).

There was a net system profit to the NYC when taking account of traffic moving to and from the line.

Carloads
 Shows breakdown by commodity.

Location	1954 (in/out)	1955 (in/out)	1956 (5 months)
Local	28	35	11
Cornwall (inc Black River & Newington)	244/240	225/331	170/189
Newington	11/2	19/1	3/4
Finch	5/4	0/1	3/4
Berwick	33/4	23/2	16/1
Crysler	92/1	50/4	14/0
St. Albert	12/6	8/2	5/0
Embrun	73/4	73/1	33/0
Russell (inc Pana)	92/10	84/1	41/0
Edwards	3/1	0/2	0/0
Ottawa (inc Hawthorne)	961/961	988/1002	318/377
Total	1526/1233	1470/1347	578/571
Overhead or bridge	248	284	162
Grand Total	3035	3136	1322

Totals will not balance.

3 Oct 1956 Ottawa Journal Cornwall City Council approved proposed abandonment on 3 Oct 1956.

30 October 1956 Inspection arranged for G.B. Mercer (District Engineer) and Mr. W.A. Pringle (Operating Inspector) to be accompanied by Division Engineer C.C. Lathey, 09:00 at Mann Avenue station. Inspection trip to be made in car X-4160. At Cornwall the party to be met by Trainmaster F.T. Putney who will drive the representatives of the Board back to Ottawa.

1 November 1956 report of Messrs. Pringle and Mercer. See separate copy.

16 November 1956 letter from National Legislative Committee International Railroad Brotherhoods. Do not oppose the application but requests the Board to ensure compensation is made under section 182 of the Railway Act.

26 November 1956 letter from Railway Express Agency. The amount of business at Chrysler, Embrun, Finch and Russell is small and the closing of these offices will not make undue hardship on residents. Traffic for Cornwall and Ottawa can be interchanged to either CN or CP. Requests authority to withdraw services to these places to become effective the same date the authority is given the NYC to abandon.

Ottawa and New York Research Notes

6 December 1956 Reply to REA. Board has no power to authorize an express company to withdraw services. If leave is granted to abandon the line it would appear that after abandonment takes place it would not be a railway subject to the jurisdiction of the Board and consequently the Board would not order the railway company to establish facilities on the abandoned line.

12 December 1956 Hearing at Ottawa Union Station courtroom

Submissions

- Nat. Leg Committee International Railway Brotherhoods. There should be compensation under section 182.
- Twp. of Finch, Village of Chrysler and Chrysler Chamber of Trade. Area has already lost bus service, railway passenger service and telegraph service. 1958 Chrysler will host International Plowing Match and this will cause hardship. Will be necessary to have a siding, build a warehouse and install a scale at Finch to handle shipments of coal and cement.
- City of Cornwall objected – City and communities along the line will be penalized

21 December 1956 Telegram from REA. Our lease already cancelled, our agent and cashier have accepted positions elsewhere in our service one other employee retiring December 31 and plans for employment of four other employees at Ottawa have progresse almost to completion

Application by NYC for permission to discontinue all passenger service between Ottawa and Helena, NY.

**Hearing at Cornwall 25 - 26 June, 1951
Judgement July 17, 1951
Order 76997, July 17, 1951.**

Present service is two trains daily except Sunday:

61	dep. Helena	07:30	arr. Ottawa	10:30
62	dep. Ottawa	16:00	arr. Helena	18:40

Traffic is purely local between Helena and Ottawa and there is no connection beyond these points.

Prior to 1939 there were two trains daily and because of continuing losses and scarcity of traffic 57816 of 3 August, 1939 allowed the company to reduce servvice to the present one train per day.

There is no question that the company is bearing substantial losses on this passenger service and there is some argument for complete discontinuance. However, notwithstanding the adjacent bus services, the improved highways and the increasing use of motor vehicles, there are still some localities along the line which, to some extent , are dependent upon the line. There is still a modicum of constant patronage and public necessity, particularly in the winter months - just sufficient to tip the scales in favour of retention of some passenger service.

There is a minimum requirement for service but the railway should be relieved from providing service in the open months when the use of vehicular traffic is at its height. A reasonable balance between the requirements of public necessity and convenience and the adverse conditions of the Company would be met by providing the present service in the months of November, December, January, February, March and April.

**Application by NYC to abandon its line of railway.
Heard at Ottawa on December 12, 1956
Judgement January 9, 1957
Order 90648, January 10, 1957.**

Railway extends from Cornwall to Ottawa, 57.9 miles.

The development of the St. Lawrence Seaway requires the removal of the international bridge over the south channel of the St. Lawrence River which will be the navigation channel of the Seaway. The

Ottawa and New York Research Notes

relocation of the railway to maintain the line without obstruction to the Seaway would require the construction of a line of railway at least 5.08 miles in length to replace a 2.11 mile line and construction of bridges where the relocated line would cross Grass River and the Grass River Locks in the USA and Polly's Cut in USA and Canada. This would entail an expenditure of at least \$9,332,000 which is not justified in view of the NYC financial results.

Track is in fair condition.

Buildings are poor and would require considerable maintenance if the line were kept in operation.

The service consists of one freight train running from Cornwall to Ottawa MWFO returning to Cornwall TThSO. Maximum speed limit is 30 mph.

Freight traffic handled is negligible. Edwards station had only 2 cars from 1 Jan 1956 to 31 Oct 1956. Russell station had received 41 carloads. Embrun outbound practically nil and inbound about 70 cars per year. Albert station handled only a few inward cars; Crysler station about 30 cars per year inward; Berwick station outward traffic about 2 cars and inward 20-30 cars a year; Newington receives 15-20 cars a year inward and outward.

Opposition came from Twp of Finch, Village of Crysler, Crysler Chamber of Commerce and twp.of Russell; City of Cornwall.

Whereas some inconvenience could be expected it did not justify the expense needed to keep the line in operation.

Employees opposed on the ground of section 182 of the Railway Act which prohibits railways from making any changes or closures to division points without leave of the Board and where any such change is made shall compensate its employees. Judgement was reserved on this point.

Authority to abandon was granted as of February 15, 1957.

Additional information from the Judgement:

Deficit of \$90,283 in 1954

" \$24,715 in 1955

Nominal profit of \$6,237 in 1st 5 months of 1956

Included in the revenues are

Cornwall Bridge Revenues -	1954	\$33,846
"	1955	\$35,366
" 1 st 5 months	1956	\$11,732

The elimination of the bridge toll, even if the line were kept in operation the revenues from the toll would disappear and a correspondingly larger deficit would result from the operation of the railway

Ottawa and New York Research Notes

11 February 1957. Letter from Aylen, Scott and Aylen on behalf of NYC.

Steps are being taken to dispense with the 5 crossings on the line at the time the abandonment becomes effective:

1. Cornwall Street Railway – single track maintained by CSR
2. CNR main line at Cornwall Junction – two tracks maintained by NYC – 1 man.
3. Crossing of CNR north of Cornwall Junction, built by CNR. This new crossing necessitated by St. Lawrence Seaway relocation. CNR is responsible for maintenance.
4. CPR at Finch, automatic – two tracks.
5. CNR at Hawthorne – single track, interlocking maintained by NYC.

Application by the employees of the NYC in respect to compensation in connection with abandonment.

Judgements March 13, 1957

Order 91188, dismissing application March 13, 1957.

Line was abandoned under section 168 and 182 does not apply.

30 employees were Canadian, four more are citizens of the USA (3 reside in the USA and 1 in Canada). The train crews operate from Ottawa to Cornwall (57.9 miles) then across the bridge to Helena, NY, 8 miles then over the tracks of the Canadian National from Helena to Messina (9 miles).

There was a dissenting judgement from P.B. Chase and A. Sylvestre who believed that parliament intended employees should be compensated under section 168 for an abandonment granted under section 168. This is a question of law and by virtue of subsection (2) of section 12 of the Railway Act, the opinion of the Assistant Chief Commissioner prevailed.

23 March 1957 Letter from Twp of Finch. Last year we constructed a municipal drain which crossed the NYC in Conc. 4. NYC was advised they would have to lower and enlarge their existing culvert. NYC advised they intended to have an open cut before the spring run off. Feel the NYC is stalling.

18 March 1957 Letter from Crysler Chamber of Trade. Disappointed but not surprised ant the decision but hoped the Board would have required some alternative by which the railroad could have been kept open since its closure will retard the growth of a large area of eastern Ontario.

10 May 1957 Letter from Cass and Cass on behalf of Finch pressing the case with regard to the drain.

19 June 1957 Letter from Aylen, Scott and Aylen

Negotiations for the sale of the line to CNR have been under way for some time. Title to the property has now passed to CNR and it is giving sympathetic consideration to the request of Finch twp. regarding the drain.

2 July 1957. Letter from Cass and Cass. Advised by the Clerk of Finch Twp. that suitable arrangements are being made regarding the drain.

Order 92115 of 19 July 1957

Sets out the documents for the appeal to Supreme Court.

1. Application for authority to abandon the line of 28 Sep 1956 with accompanying statement and map.
2. Submission of National Legislative Committee of 12 Dec 1956 with Appendix A.
3. Order 90648 of 10 Jan 1957.
4. Reasons for judgement of the Board related to said order dated 9 Jan 1957.
5. Order 91188 of 13 mar 1957.
6. Reasons for judgement of the Board of same date.

Ottawa and New York Research Notes

7. Notice of Motion by the Brotherhoods of Railway Employees dated March 1957 for leave to appeal to the Supreme Court.
8. Order of the Honourable Mr. Justice Fauteux dated 3 April 1957.
9. Notice of motion dated 11 Apr 1957 filed on behalf of James Guy McLean on his application for leave to appeal.
10. Affidavit of James Guy McLean dated 11 Apr 1957 filed in support of his application for leave to appeal.
11. Order of Honourable Mr. Justice Fauteux dated 16 April 1957.
12. Order approving security of the appellant The Brotherhoods of Railway Employees.
13. Order approving security of the appellant James Guy McLean.
14. Order of Supreme Court dated 26 June 1957 granting leave to appeal to the appellant J.L. Mcgregor.
15. Certificate of appellants' solicitor.
16. The order of the Board settling the case.

13 September 1957 Letter from CNR

CNR purchased the trackage between Ottawa and Cornwall which was abandoned. While most of the salvageable material is being picked up it appears that a small amount of trackage at each end of the line will be retained and incorporated into CNR to give service to industries present and prospective. Following is a list of crossings concerned with mileages used by NYC:

- 8.01 – 70.6 new Highway #2 In City of Cornwall,
- 71.0 Stormont county between concs. 1 & 2.
- 119.2 Carleton County between concs. 5 & 6
- 119.5 Carleton County between lots 5 & 6, conc. 6
- 122.3 Carleton County between concs. 2 & 3
- 122.6 Baseline Road, Carleton County between conc. And Junction Gore.
- 123.0 Russell Road, Carleton County, Junction Gore lot 13
- 123.6 Russell Road, Carleton County, Junction Gore lot 12

The only bridge that will remain is a 44' plate girder over Green's Creek in lot 5, 6th concession, Carleton County at present m. 119.

Need information from the Board on authorities etc. We are going ahead with the necessary Order in Council to incorporate this trackage into our system. FDC wishes us to begin operating into the new freight sheds early in October which will necessitate the use of some of the NYC trackage.

(In pencil 71.0 2499; 119.2 to 123.6 2505; bridge 25807

27 Sept 1957. Reply to CNR enclosing Board Orders 25807, 2505, 2499 and 85105

25 October 1957. Further reply to CNR enclosing order 2504 which covered the crossing at mile 71.

26 June 1958. Decision of the Supreme Court affirms the order of the Board of Transport Commissioners and dismisses the appeal without costs. (shows the seal of the Supreme Court with two \$5 law stamps).

Ottawa and New York Research Notes
RG 46 1992-93/06 Box 32 file 31503
The Interlocker at Hawthorne

18 May 1898 Letter from Scott, Scott and Curle (for O&NY) to Railway Committee
Encloses plan and profile of the crossing as well as plan of the proposed frog diamond.

Plan dated 28 May 1898 shows the diamond with home signals 500' from the crossing and derails at the home signals, home to distant signals 1200'.

17 June 1898 Order from the Railway Committee - see data base for details.

3 November 1921 Letter from Scott, Kelley & Kelley for NYC

At present operators are in service at the interlocking for the full 24 hour period. On the O&NY however there is no night service and it is desired to close the interlocking plant from 10.30 pm. until 6.30 am. Leaving signals set for the GTR. There are no switches involved and the GTR concurs. This will enable the NYC to dispense with the services of one operator.

8 November 1921 Letter from BRC to GTR asks for consent.

15 November 1921 Letter from GTR to BRC

We have no objection provided the order contains a condition that switches and signals are to be left clear for the GTR trains.

19 November 1921 Order 31795 see data base for details.

29 November 1921 Order 31845 see data base for details.

6 December 1921 Letter from Scott, Kelley & Kelley to BRC

Order 31795 provides for the key of the tower to be retained during the night hours by the NYC. It was never intended to close the crossing against NYC trains entirely between the hours of 10.30 pm. and 6.30 am. but only to relieve the NYC, which pays the whole of the expenses of the service, from the necessity of maintaining a regular night operator between those hours. While there is no regular night service, it will occasionally happen that there may be a special train or that a regular train may be delayed by snow or other cause and that it may in consequence be necessary for a NYC train to cross the interlocking between the hours of 10.30 pm. and 6.30 am. It is our understanding that this was in contemplation by the Board and that it was for this reason that the provision that the key should be retained by the NYC was inserted.

The operators at the interlocking plant are on the GTR payroll although their salaries are paid indirectly by the NYC and on a recent occasion when a special train went through the GT officials refused to permit an operator to open the plant on the ground that their instruction was that the plant should be closed against NYC trains between 10.30 pm. and 06.30 am. The NYC is willing to pay the overtime of the operator on the rare occasions when it will be necessary for a NYC train to go through and all that was intended was to relieve the NYC of the expense of maintaining a regular operator during the night hours.

Requests a ruling.

Keys have been provided and supplied to the GT operators so that no difficulty will be experienced in one of them attending to the plant and opening the interlocking apparatus when required.

27 December 1921 Letter from GTR to BRC

Will respond in a few days. We are considering whether the junior company should appoint the men and operate and maintain the plant.

Ottawa and New York Research Notes

14 January 1922 Letter from GTR to BRC

Our Operating Department has taken the matter up with the NYC with a view to having these men taken over by the NYC, and when that has been arranged, the Order, as it now stands, will cover the situation satisfactorily.

9 March 1922 Letter from GTR to BRC

After further consideration we have decided for the present not to ask the NYC to carry the operators at this point on their payrolls and we have no objection to the application of the NYC to have 31795 amended to allow of special movements being made over the diamond during the hours that the operators are off provided that the NYC will arrange to have these operators called to operate signals when each special movement is made and also that they advise the GTR in regard to special movements in sufficient time to allow of our trainmen on the district being advised.

16 March 1922 Order 32234 is issued - see data base.

7 August 1928 Letter from NYC to BRC

There is no service on the NYC on Sundays and we desire to dispense with the services of the two operators on Sundays.

28 August 1928 Letter from BRC to NYC

Obtain the consent of CNR.

16 October 1928 Joint letter from NYC Superintendent and CNR Superintendent to BRC

NYC at present operates no Sunday trains except in emergency and wish to withdraw the services of the two operators and the signals and points set for the CNR. This withdrawal is of a temporary nature depending upon the conditions and exigencies of the service. Asks that an order issue.

26 October 1928 Order 41669 is issued see data base for details.

1 June 1932 Letter from NYC to BRC

At the present time two telegraphers are maintained at Hawthorne. Arrangements can be made whereby having a signal at the intersection of the two roads set for the CBR at all times when a telegrapher is not on duty, one of these telegraphers can be eliminated which we would like to do in the interest of economy.

Ask for a favourable consideration of this application which has the endorsement of the CNR

9 June 1932 Letter from BRC to NYC

Obtain the consent of the CNR.

13 June 1932 Letter from NYC to BRC

Attaches letter from Superintendent CNR giving consent.

16 June 1932 Letter from BRC to CNR

Do you agree with the consent of your Superintendent?

22 June 1932 Letter from CNR to BRC

CNR has no objection to the removal of one operator at this interlocker.

28 June 1932 Order 48800 is issued - see data base for details.

11 July 1945 Letter from CNR to BTC

We have no record of an operating order permitting us to operate trains without stopping and I would be obliged if an order could now issue and if it would also provide that our passenger trains may operate at a speed not exceeding 50 mph.

Ottawa and New York Research Notes

14 July 1945 Memorandum from D.M. Noell Signal Engineer to Mr. D.G. Kilburn

The plan accompanying the 1898 authority shows the distance between home and distant signals is 1200' which is not sufficient to permit 50 mph. No operating order was ever issued. Certain changes have been made to this interlocker since the original mstallation and there is no record on file. I suggest Mr. Dysart (CNR) be asked to forward a corrected plan of the interlocker as it now exists.

17 July 1945 Letter from BTC to CNR (Dysart)

Asks for a corrected plan of the interlocker as it now exists.

28 September 1945 Letter from CNR to BTC

Attaches NYC plan 3012 of 31 July 1945 showing the protection now in effect at the crossing.

NYC plan 3012

Prepared 20 March 1916, revised 13 Feb 1933, 4 March 1919 and 31 July 1945. This shows a 20 lever frame (as opposed to 15 originally). Interlocking tower is shown in the south east quadrant.

Lever	July 1945
1	Approach signal for eastbound CNR trains
2	Home signal for eastbound CNR trains
3	Spare space
4	Facing point lock for 5
5	Deraul for eastbound CNR trains
6	Deraul for westbound CNR trains
7	Facing point lock for 6
8	Spare space
9	Home signal for westbound CNR trains
10	Approach signal for westbound CNR trains
11	Spare
12	Home signal for eastbound NYC trains
13	Spare space
14	Facing point lock for 15
15	Deraul for eastbound NYC trains
16	Deraul for westbound NYC trains (left hand)
17	Facing point lock for derail 16
18	Spare space
19	Home signal for westbound NYC trains
20	Spare

Machine style A

6 levers for signals

4 levers for derails

4 levers for facing point locks

=14 working levers

4 spare spaces

2 spare levers

=20 lever frame

Distances from diamond:

Derails 500'

Home signals 550'

Fixed distants on NYC 1750'

Distants on CNR 3016' (#10) and 3120' (#1)

20 October 1945 Memorandum from D.M. Noell, Signal Engineer, to D.G. Kilburn.

Inspected the interlocking on 19 October 1945. Mechanical plant with derails on both lines, power operated approach signals on the CNR and fixed approach signals on NYC.

Ottawa and New York Research Notes

In view of the application of the CNR to run trains without stopping and to run passenger trains at 50 mph it will be necessary, in view of the fixed signals on the NYC, to impose a 15 mph speed restriction on the NYC when approaching the crossing and when within 500' of the governing home signal. The locations of the CNR approach signals are not sufficient distance to provide ample braking distance for a speed of 50 mph under all conditions.

24 October 1945 Letter from BTC to CNR

Advises them of the recommendations of Noell.

8 November 1945 Letter from CNR to BTC

Will withdraw the application to run at 50 mph for passenger trains but would appreciate the issuance of an order authorizing both the CNR and NYC to operate trains through the interlocking without their first being brought to a stop. Have no objection to speed restriction on NYC.

7 November 1945 Letter from NYC to BTC

We have under consideration some changes in the vicinity of this interlocker, possibility an automatic interlocker will be installed which will obviate the necessity of approach signals. Suggests that any order be deferred until after negotiations are brought to a final conclusion.

13 November 1945 Order 66677 is issued - see data base for details.

24 October 1946 Letter from NYC to BTC

Applies for permission to install an automatic interlocking. Attaches plan dated 10 September 1946.

Plan 9577 of 10 September 1946 .

Shows passenger station at Russell Road and at Force Road, Hawthorne.

"When no train is between home signals, a train on either road approaching the crossing, after a train of the other road has occupied the track circuit for a certain time, will cause the home signal of the other road to display "Stop" indication, and after a further interval will clear the home signal for the second approaching train."

End Automatic Block signs are shown on NYC in both directions.

Approach signals on NYC are 4000' from Home signals.

Approach signals on CNR are 9415' eastbound and 7600' eastbound from Home signals.

Derailed are to be removed

5 November 1946 Letter BTC to Kingsmill, Mills, Price and Fleming for NYC

Asks if NYC will install an automatic time recorder in connection with the operation of the automatic interlocking.

22 November 1946 Letter Kingsmill, Mills, Price and Fleming for NYC to BTC

NYC plans include a time recorder.

27 November 1946 Order 68225 is issued - see data base for details.

12 June 1947 Memorandum from D.M. Noell to Mr. D.G. Kilburn, Chief Engineer.

Inspected the interlocking plant today. The interlocker has been completed as provided in order 68225. At present all trains are being brought to a stop at the home signals and recommends that an order issue authorizing both companies to operate their trains through the interlocker without their first being brought to a stop, providing the signals indicate proceed.

13 June 1947 Order 69089 is issued - see data base for details.

17 June 1947 Letter from CNR to BTC

Requests authority to increase passenger train speeds to 50 mph over the crossing.

Ottawa and New York Research Notes

20 June 1947 Memorandum from D.M. Noell to D.G. Kinburn

The protection consists of approach and detector locking. Approach signals on CNR are sufficient distance in advance of their respective home signals to permit 50 mph. No objection to CNR application.

1 August 1947 Letter from Kingsmill, Mill, Price and Fleming for NYC to BTC

An investigation of the conditions at the crossing would suggest that a speed increase to 40 mph would be agreeable but not in excess of this.

Much correspondence over why NYC are not agreeable to 50 mph.

25 September 1947 letter from NYC General Manager to NYC attorney

This frog is located on the Ottawa division where 40 mph is the maximum permissible speed for passenger trains. The CNR track over this crossing is on a 1 degree curve and the maximum permissible speed at present is 35 mph. Based on field observations it is claimed that their trains frequently ran 45 mph or higher and for this reason it is not felt advisable to increase the speed beyond 40 mph.

If we can have reasonable assurance that the CNR will hold close to the authorized speed limit we are agreeable to granting the request for a speed of 50 mph over the crossing for the CNR.

10 October 1947 Letter from BTC to CNR

Asks for comments on claim from NYC of excessive speed.

5 November 1947 Letter from CNR to BTC.

Unable to find any record where our passenger trains have exceeded the authorized speed limit over the diamond in question. However, we have taken every precaution against such an instance, instructions have been issued which we feel will prevent such an occurrence.

However, we note that NYC are agreeable to our trains operating over the crossing at 50 mph and we would be grateful if you would grant our request.

10 November 1947 Letter BTC to CNR

Suggest that CNR take up this feature with NYC in order that NYC may advise the Board that they are satisfied with the assurances given and make further submission.

Much tracing of correspondence.

12 January 1948 Letter from NYC (Watertown) to CNR

Regarding speed of CNR trains over the crossing. We are sorry the information was given to the Commission as it was. The statement was made based on casual observance of our track Foreman on the ground.

No objection to 50 mph providing it is not exceeded.

26 February 1948 Letter from Kingsmill, Mills, Price and Fleming for NYC to BTC

No objection to 50 mph.

5 March 1948 Order 70344 is issued - see data base for details.

17 April 1951 Letter from NYC Signal Engineer to CNR Signal Engineer

Arrangements had been made to change the timing when it was discovered that the preset timing relays had been sealed by an Inspector from the BTC. Need to make submission directly requesting authority to make the changes.

10 May 1951 Letter CNR to BTC

For eastward train movements on our tracks the approach circuits to the home signal are 11,000' in length. If a train on our track fails to pass the home governing signal within 8 minutes from the time the approach track circuit to the distant signal is occupied, a "stop" indication is displayed at the home signal providing a NYC train enters the circuit on the track of that company.

Ottawa and New York Research Notes

Have agreed to an increase in the time allowed for CNR trains from 8 minutes to 10 minutes. The proposal will create negligible interference with NYC traffic and will not affect the safety of operation. The advantage to CNR is that it will practically eliminate the stopping of our heaviest trains. Requests authority to make the changes.

14 May 1951 Memorandum from D.M. Noell, Chief Signal Engineer to the Secretary

No objection.

18 May 1951 Letter Secretary to CNR and NYC

No objection to changing the timing circuit from 8 to 10 minutes.

The changes were made on Thursday June 7 and were ready for inspection at 1:00 pm DST. D.M. Noell was present to inspect the changes. The timing circuit was set for 10½ minutes.

9 January 1953 letter from CNR to BTC

Attaches NYC plan 9577 revised to May 2, 1952 showing details of a turnout to be installed near Hawthorne Diamond. It is on CNR track but within the NYC interlocking limits. The work is necessary to facilitate the handling of material for the changes being made in Ottawa by the Federal District Commission and will permit work on the new CNR yard in this area. The switch faces east so it is presumably the west part of the Walkley Line Wye.

12 January 1953 Order 80588 is issued - see data base for details.

4 June 1953 Letter from CNR to BTC

Refers to 90588 The installation of the switch at the north leg of the wye has been completed. Please have an inspection and issue an operating order.

10 June 1953. Memorandum from D.M.Noell, Chief Signal Engineer and assistant Director of Engineering

I company with S.B. Wass, Rail Consultant, Federal District Commission, we made an inspection of the switch installed at the north leg of wye, m. 130.53 Alexandria sub. and the switch installed at the south leg of the wye mile 130.07 Alexandria sub. Switches have been properly installed, signal circuits have been changed to protect movements over these switches. Recommend an order be issued authorizing CNR to operate over these switches.

15 June 1953 Order 81582 is issued - see data base for details.

19 November 1953 Memorandum from Asst. Director of Engineering

CNR have requested an open for carriage order for the new cut-off between the Alexandria sub. and the Hurdman sub. from m. 130.07 Alexandria sub. to m. 5.25 Hurdman sub.

I inspected the railway line in company with S.B. Wass on Nov. 17 1953 and found the track constructed in accordance with the plans approved by 77730 and consider the track is safe for the operation of trains.

The CNR application was followed by an affidavit stating the new connecting line is sufficiently completed for the safe carriage of traffic and ready for operation.

Recommends that an order issue authorizing the CNR to operate their trains over the Alexandria sub. from m. 130.07 to m. 130.39 to mile 5.25 Hurdman sub. and rescinding 81582 (because it will be covered by the new order).

19 November 1953 Order 82605 is issued - see data base for details

Ottawa and New York Research Notes

17 December 1954 Memorandum from D.M. Noell, Chief Signal Engineer to Secretary

I inspected the changes made to the Hawthorne Interlocker authorized by 80666 and found the work completed as authorized. Recommends that an order be issued authorizing CNR and NYC to operate their trains through the interlocking without their first being brought to a stop.

At present all trains are being brought to a stop and proceeding on a hand signal from flagman on the ground.

17 December 1954 Order 85195 is issued - see data base for details.

4 July 1957 Letter from CNR to BTC

It has been decided to lift the rail on this line and work on removing the diamond will commence in the near future. Asks for an order authorizing the removal of the diamond and interlocking plant and rescinding the orders affecting this crossing.

12 July 1957 Order 92032 is issued - see data base for details.

Final note on file - "This section of the NYC was taken over by CNR - see 48715.

End of this file.

RG 46 acc 1992-92/066 box 49 file 47688.18

11 November 1927 letter from NYC to BRC

Refers to General Order 447 in connection with signal lights on draw or swing bridges.

We have a swing bridge across the Cornwall Canal on which we have signal lights as indicated on the attached print. Have taken the matter up with C.D. Sargent, Superintendent Engineer, Ontario-St. Lawrence Canals and quote his Oct 27 reply

"I would suggest that you take the matter up with the Railway Commission advising them as to the present lighting of the bridge. Inform them that in my opinion the present lighting is satisfactory as far as the navigation of the canal is concerned, and that, owing to the alignment of the canal in this vicinity, the present lighting would probably be more satisfactory than of the order was strictly followed, and if possible obtain permission from them to allow the lighting at present on this bridge to remain as it is at present." Kindly advise if you consider the present lighting satisfactory.

19 November 1927 letter from BRC to NYC

Boards Engineer is not convinced that the present lights are more satisfactory than if the order were strictly followed. The Board concurs.

23 November 1927 letter from NYC to BRC

WE will prepare plans covering lights in accordance with your order as quickly as possible. Owing to the lateness of the season the best we can do will probably be to get them in operation before the opening of the canal in the spring.

28 November 1927 letter from BRC to NYC

In view of the fact that navigation is nearly over on the canals for this season, it will be satisfactory if the lights are installed before the canal is opened for navigation in the spring.

27 January 1927 letter from NYC to BRC

At present the green and red light is displayed from the top of the swing span. If the lights were placed on the lower portion of the bridge as outlined in general order 447 they would not be clearly visible to a boat approaching from the west when approximately one half mile from bridge owing to a bend in the canal. Respectfully asks Board to reconsider and allow us to retain the present lighting system.

Attaches a small print showing the route the boats take from the west and which line should be followed to obtain clear view of lights when placed on the lower tier.

Drawbridge 56B Lighting

Ottawa and New York Research Notes

Light "A" is electric and is located on the top of the truss Drawbridge Span. It indicates "green" to eastbound and westbound traffic in the canal when the bridge is swung open. When in this position it indicated "red" to railroad traffic.

Light "B" is oil and is a "white" light, equipped with 360 degrees fresnel and is visible from all points, including eastbound and westbound traffic on the canal.

Lights "C" & "D" are both oil and are "white" lights equipped with 180 degree fresnels. "C" is visible to eastbound traffic and "D": is visible to westbound traffic.

1 February 1926 Order 40199 is issued - allows NYC to install lights as shown on plan.

RG 30 volume 10128 file 7000-45 CNR Pole line on the Ottawa and New York

15 February 1943 from Chief Engineer to Armstrong Storm Damage

We have experienced considerable damage to our pole line on the O&NY between Cornwall Jct and Ottawa due to a recent sleet storm. Over 560 poles are broken and wire damage is quite heavy.

The pole line, in addition to carrying 3 NY&O exclusive wires carries 6 CNT iron wires which operate as trunk circuits from Montreal to Ottawa via the Cornwall sub. These 6 wires nos 7, 8, 34, 35, 37 and 38, re used mainly in printer operation and are not used for intermediate service.

The route for these wires via Cornwall Jct is 125.8 miles whereas if these wires were carried on the route via Alexandria the distance would be 115.8 miles or a saving of 10 miles per wire. However, as these wires are trunk wires they could readily be replaced by a pair of wires plus 5 channel circuits of carriers to give 6 equivalent circuits.

The NYC have already made application to abandon from Ottawa to the International boundary. We recommend that consideration be given to replacing these six circuits on the NY&O with a pair of copper wires transposed, between Montreal and Ottawa via Coteau.

There then follows a detailed analysis of the situation for pole routes between Vaudreuil and Ottawa which shows a marginal cost advantage of using the route via Coteau.

20 February 1943 Memorandum from W.M. Armstrong, General Manager to S.W. Fairweather, Chief of R&D

Please ascertain for us the prospects of abandoning the NY&O between Cornwall Junction and Ottawa. Encloses copy of letter from Chief Engineer Steele.

24 February 1943 Letter from Fairweather to C.W. Meyer, Asst to VP NYC

Intro - damage etc. The six wires might be transferred to our line via Coteau and this would cheapen the cost of reconstruction of the pole route on the NY&O but we would lose the advantage of having a duplicate pole lone to Ottawa for through wires. Id we were reasonably certain that the NY&O would be continued in operation the advantages of the duplicate would outweigh the immediate economy of pole line reconstruction. We are reluctant to spend a substantial amount of money if there is a prospect of the line being abandoned.

Please let me know in confidence whether we would be taking an unwarranted risk in putting through wires along this route.

2 March 1943 Reply from Meyer to Fairweather

We have reviewed the revenues and expenses of this branch for a number of years on traffic originating and terminating according to the formula used by the ICC. The branch has never failed to show at least some profit and under present conditions the profit is substantial. Therefor traffic would have to fall to lower levels than reached in the past before abandonment could be justified.

Ottawa and New York Research Notes

ST. Lawrence Waterway project introduces a major uncertainty. If the waterway were constructed a new bridge across the St. Lawrence River at Cornwall would be required. Cost would be high and the capitalized average net earnings of the branch would give a figure lower than the bridge construction cost. Therefore we could offer to sell the line to the government, for abandonment, at a price less than the cost to the government of building the bridge.

The foregoing does not give you a very definite answer but I fear that the two principal factors are such that no man could give a definitive answer without asserting powers of prophecy far beyond what is prudent.

4 March 1943 Fairweather to Meyer

Many thanks. Embarrassed to ask the question because in some sense the line is a competitor to CN.

Your size up of the situation agrees with mine. While local and passenger traffic will undoubtedly dry up, it seemed to me there was sufficient carload traffic destined to Ottawa to justify continuance of the line unless the NYC were led into large capital expenditures to maintain the route.

File ends.

27 February Memorandum from Fairweather to Armstrong

I think the CNR would be justified in replacing the six iron wires with a copper pair but the routing depends upon the possibility of the O&NY being abandoned.

If we could be assured that the O&NY would not be abandoned I would be inclined to erect the pair of wires along that route because we would then have available an alternate pole route which could be of considerable value. I am attempting to get some information on the probability of the O&NY being abandoned but if a quick decision needs to be made I think you should place the pair of lines on the line via Glen Robertson

RG 12 vol 2496 file 3466-21

This contains only the order BTC 64713 and PC 1944-3404 regarding agreement between NYC and CP for the joint use of the M&O. Also includes blueprint showing the joint section.

RG 2 Vol 5775

Cabinet discussions Thursday May 3 1956 at 10:30 am.

In the Chair Prime Minister St-Laurent

Including Minister of Transport Marler

Paragraph 25 Possibility of purchasing the NYC between Helena and Ottawa in connection with the SLSA.

Cost had been estimated at \$3m, deducting amounts for contingencies, engineering costs already incurred etc. this left \$2.1m and this amount had been offered to NYC which had refused the offer and asked for \$3.9m. FDC wished to acquire the Ottawa Terminal which it valued at \$802,000. Minister of Transport asked for authority to increase its offer to \$2.8m in the expectation that \$800,00 of this would be provided by the FDC. If the railway were abandoned it would probably have to be replaced by a highway (!) It was necessary to know if the Ontario Government would be willing to build a highway and what amount it would contribute. Recommended that the SLSA be authorized to approach the Ontario Government and the amount the provincial government was willing to pay for the right of way be added to the amount of \$2.8m if necessary to acquire the railway facilities.

Urgent decision required because the SLSA had called for tenders for the relocation of two miles of railway on the US side - these close 4 May 1956.

Paragraph 26 During the discussion:

- (a) the FDC estimate of the value of the Ottawa Terminal and the railway line within the City of Ottawa seemed high. The figure of \$802,000 was not based on the real value of the property but the price the FDC would have to pay if the Commission had to buy from the NYC.
- (b) To arrive at its price of \$3.9m the NYC had added the cost of relocating the railway because of the Seaway, estimated at \$2m to the value of the right of way estimated at \$1.9m. It was believed the Company would accept a lower price.

Ottawa and New York Research Notes

- (c) The population of the area would demand a the building of highway to replace the railway. Unless the Ontario government was willing to do this it would be undesirable for the government of Canada to acquire the railway.

Paragraph 27 Cabinet noted the report by the Minister of transport and agreed that:

- (a) the VP of the SLSA and the Chairman of the FDC be authorized to approach the Ontario government to see if it were interested in the construction of a highway over the right of way and, if so, what amount it was prepared to pay for the right of way; and
- (b) the SLSA be authorized, if the Ontario government were prepared to build the highway to offer the NYC the price of \$2,8m for its properties and to increase that price, if and to the extent necessary, up to the amount the Ontario Government was prepared to pay to acquire the right of way.

RG 12 vol 2509 file 3500-20

An Act respecting the Ottawa and New York Railway

1 November 1957 memo from the Department Counsel.

The purpose of the bill is to dissolve the O&NY which was incorporated under federal legislation in 1882 under the name Ontario Pacific Railway Company changed in 1897 to O&NY. Permission to abandon has been obtained. No objection from the Department.

RG 46 vol 689 letter 2868

1 March 1884 from D. Bergin

Enclose plans of bridge proposed to be built across the St. Lawrence by the Ontario Pacific.

1 April 1884 from J. Bags?

The banks are high and generally formed of porous material in some places on side slopes that when cut, makes them liable to slide except where they are of considerable width. Allowing a railway company to dig into them might seriously endanger the safety of the canal. A good site for a bridge might be found to the east of the town of Cornwall where the banks of the river are high and the place altogether beyond the outlet of the canal. In this case a high level bridge with a swing in it for the passage of masted vessels would obviate the necessity of interference with the canal at all.

RG 46 vol 689 letter 2893

Letter from Bergin 28 march 1884

Argues the advantages of his proposal for a line from Cornwall to Perth. (Ontario Pacific)

RG 43 vol 441 file 12009 By law

22 July 1909 from Board to Department

Encloses copy of 7525 recommending for sanction by law adopted by the O&NY dated July 16th, 1909 with respect to spitting in passenger stations, waiting rooms etc.

1. Spitting in or upon any passenger station, waiting room, station platform, closet or other premises of this company, or in or upon the platform of any car of this company in which passengers may travel, unless in a cuspidor provided by the company for that purpose is strictly forbidden.
2. Smoking in any passenger station, waiting room, or other premises or in any car of this company other than in places or compartments designated for that purpose is strictly forbidden.
3. Any person violating any provision of this by-law shall incur a penalty of \$48.00 for each offence.
- 4.

29 July 1909 PC 1666 is passed.

8 July 1919 from Board to Dept enclosed 28493 for sanction

15 July 1919 PC 1464 is passed.

Copy of rule book is on this file (USRA).