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COURT OF APPEALS

STATE OF NEW YORK

YOUSUFU SANGARAY,

Appellant,

-against-

No. 7

WEST RIVER ASSOCIATES, LLC,

Respondent.

20 Eagle Street
Albany, New York 12207
January 05, 2016

Before:

ASSOCIATE JUDGE EUGENE F. PIGOTT, JR.
ASSOCIATE JUDGE JENNY RIVERA
ASSOCIATE JUDGE SHEILA ABDUS-SALAAM
ASSOCIATE JUDGE LESLIE E. STEIN
ASSOCIATE JUDGE EUGENE M. FAHEY

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Penina Wolicki
Official Court Transcriber

1 JUDGE PIGOTT: Case number 7, Sangaray v.
2 West River Associates, LLC.

3 Mr. Kelner, welcome.

4 MR. KELNER: Thank you, Your Honor. Joshua
5 Kelner from Kelner & Kelner for the plaintiff-
6 appellant, Yousufu Sangaray. May I reserve three
7 minutes for rebuttal?

8 JUDGE PIGOTT: Yes, sir.

9 MR. KELNER: May it please the court, this
10 is a case about statutory interpretation. And it
11 should begin and here end with the plain language of
12 the statute.

13 Under the Sidewalk Law, commercial
14 landowners are responsible for maintaining the proper
15 - - - the sidewalks in front of their own properties
16 in a reasonably safe condition. It then provides
17 that they shall be liable for any injury proximately
18 caused by the failure to do so.

19 Under its plain language, the statute does
20 not incorporate any limitation on potential liability
21 based on the location of the accident. It simply
22 incorporates a conventionable (sic) - - - a
23 conventional flexible proximate cause requirement.

24 JUDGE STEIN: Can you distinguish the
25 Montalbano case?

1 MR. KELNER: Yes, Your Honor. Montalbano
2 actually involved an assertion where there was a
3 flagstone that spanned two sides of a property line.
4 And the argument the plaintiff made was that because
5 it was on two sides of a property line, that they
6 shared control of it and they had a joint duty to
7 maintain each part of it in its entirety. That's not
8 what we're saying here.

9 Here what we're saying is that each
10 landowner has the obligation to maintain the part in
11 front of their own building. But if my failure to
12 maintain my sidewalk proximately causes injury across
13 the property line, that statute makes me liable for
14 that. It doesn't say that the duty evaporates into
15 the ether the second I begin to step over a property
16 line.

17 JUDGE PIGOTT: So you're - - - if I
18 understand your argument, there's this seven to nine
19 percent of the flag that's on somebody else's
20 property. You're saying that the flag belongs to
21 this - - - this defendant, in your case, and the fact
22 that it - - - that it may go farther than the - - -
23 than the property line is irrelevant to whether or
24 not there was negligence and whether that negligence
25 was a proximate cause of the injury?

1 MR. KELNER: What we're saying is that both
2 defendants can be negligent.

3 JUDGE PIGOTT: Um-hum.

4 MR. KELNER: So West River has ninety to
5 ninety-two percent of the flag; that's their
6 responsibility. The Mercados have the remaining six
7 to eight percent of the flag; that's their
8 responsibility. But West River unquestionably
9 breached their duty to maintain their sidewalk in a
10 reasonably safe condition. And all we're saying is
11 that it's for a jury to determine whether the fact
12 that their sidewalk has sunken, whether that's a
13 proximate cause of the accident.

14 And there's two ways that it was. First,
15 if we just look purely at the mechanics of the
16 accident, Mr. Sangaray was injured when he was
17 stepping from the sunken West River sidewalk towards
18 what was essentially a level Mercado sidewalk.

19 JUDGE FAHEY: So he's walking across in
20 front of the store, West River. There's about a two-
21 to three-inch lip. He hits the lip, falls forward
22 onto the Mercado sidewalk?

23 MR. KELNER: Correct.

24 JUDGE FAHEY: Right. And - - - and okay.
25 All right.

1 MR. KELNER: And so if he - - - he had
2 walked downhill on the West River side of the
3 property line, this accident could not have happened
4 if they had discharged their duty to maintain it in a
5 safe condition. In fact, they've never argued in
6 this case, not in - - -

7 JUDGE RIVERA: So if - - - if your client
8 had made repairs - - -

9 MR. KELNER: I'm sorry, Your Honor?

10 JUDGE RIVERA: - - - that would not resolve
11 the problem. Both sides have to make repairs, or
12 only he has to make repairs?

13 MR. KELNER: It's an interesting question,
14 Your Honor. I think the answer that I would give is
15 that each of them is responsible for repairing the
16 part that's on their own property. But here, the
17 fact that they didn't maintain their part of the
18 flagstone in a level manner, it proximately caused
19 his accident. He's in an unsafe position relative to
20 the rest of the sidewalk, because their sidewalk is
21 lower.

22 JUDGE RIVERA: Okay, let's - - - let's say
23 we disagreed with you. Does your client then not
24 have any possible, even a third-party action against
25 him?

1 MR. KELNER: Well, my client, as the
2 pedestrian, he has a duty owed to him under the
3 statute, by both of them, to have the sidewalk
4 maintained in a safe condition.

5 JUDGE RIVERA: Um-hum.

6 MR. KELNER: And so his recourse is against
7 both of them.

8 JUDGE RIVERA: Against both of them. Okay.

9 MR. KELNER: And the Mercados certainly - -
10 -

11 JUDGE RIVERA: Okay, so if we just - - -

12 MR. KELNER: - - - they had cross claims,
13 and that's something that they were permitted to
14 maintain.

15 JUDGE RIVERA: Okay, so I'm sorry. So just
16 to clarify. Okay, so if - - -

17 JUDGE STEIN: Is it - - -

18 JUDGE RIVERA: Let me just clarify. So if
19 - - - if we had disa - - - if we disagree with you
20 about who he can properly sue under this statute,
21 does then the - - - the property owner that abuts the
22 sidewalk where he fell, that other side, where the
23 lift is on the other side, have an action against the
24 property owner on West River's side?

25 MR. KELNER: I believe the answer, Your

1 Honor, would be that their recourse would only lie
2 through cross claims or counterclaims.

3 JUDGE RIVERA: So why would - - -

4 MR. KELNER: Because - - -

5 JUDGE RIVERA: - - - why wouldn't that be
6 the appropriate - - - if we read the statute to say
7 it really is to ensure that - - - excuse me - - - the
8 property owner maintains the sidewalk that abuts just
9 their property, that's - - - that's what we're
10 concerned about; that's what people are responsible
11 for; and that's what we want them to do; and we don't
12 want them to worry about anybody else's property,
13 even if what they do might cause this impact on
14 another part of the sidewalk that someone else is
15 responsible for.

16 But - - - but the law allows, once your
17 client sues, that property owner to then try and get
18 reimbursement for these repairs from the other
19 property owner. Why - - - why wouldn't that be an
20 appropriate tort paradigm?

21 MR. KELNER: Because what the statute here
22 does is it says that everybody owes their duty to the
23 pedestrian. This doesn't give a right of action to
24 the Mercados against West River.

25 JUDGE RIVERA: I - - - I understand your

1 point there. And in this case, it's very obvious
2 that this other property owner could see the defect
3 and see the problem. But what if it's not so obvious
4 to this other property owner - - -

5 MR. KELNER: Well, then - - -

6 JUDGE RIVERA: - - - not being obviously
7 negligent.

8 MR. KELNER: Understood. Then it's for a
9 jury to apportion liability.

10 JUDGE RIVERA: Um-hum

11 MR. KELNER: What this says is that they're
12 liable for any injury proximately - - -

13 JUDGE RIVERA: Then that's about
14 foreseeability - - -

15 MR. KELNER: - - - caused.

16 JUDGE RIVERA: - - - as opposed to the
17 proximate cause? Is that what you mean?

18 JUDGE PIGOTT: Is your argument that 7-210
19 transferred liability from the City to the property
20 owners, period, that's all it did?

21 MR. KELNER: What it did is it transfers
22 the duty.

23 JUDGE PIGOTT: Right, I'm sorry.

24 MR. KELNER: It transfers the duty to
25 maintain the sidewalk.

1 JUDGE PIGOTT: Right.

2 MR. KELNER: But then it says that they're
3 liable - - -

4 JUDGE PIGOTT: Who laid down this sidewalk?
5 Do you know?

6 MR. KELNER: I'm sorry, Your Honor.

7 JUDGE PIGOTT: Do you know who laid down
8 this sidewalk?

9 MR. KELNER: There's no evidence of that,
10 Your Honor.

11 JUDGE PIGOTT: I know there was a survey in
12 there. I just didn't know if the City did it or - -
13 - you know, because it's obvious that somebody did it
14 when they - - - you know, when the property line
15 wasn't as clear as it probably should have been.

16 MR. KELNER: I think that would be
17 accurate, Your Honor. But I would just emphasize
18 that the term "proximate cause" by its nature, it
19 contemplates that there can be more than one liable
20 defendant.

21 JUDGE FAHEY: That's the core of your
22 argument here. There can be more than one
23 substantial factor in causing the accident.

24 MR. KELNER: Absolutely.

25 JUDGE FAHEY: Right.

1 MR. KELNER: And no court other than the
2 First Department here has ever held that this statute
3 requires an either/or allocation of liability between
4 two potentially liable parties.

5 They've never denied, not in any court in
6 this case, that their failure to keep their sidewalk
7 level was a proximate cause, as we conventionally
8 understand that term, of the accident. They've only
9 said, based on where he struck the tip of his toe, we
10 don't get to proximate cause. And the statute
11 doesn't permit that sort of avoiding of the question.
12 It says we evaluate it from a framework of what are
13 the proximate causes or what is the proximate cause
14 of the accident. And if there's two proximate
15 causes, it would be apportioned liability. That's
16 mandated by the statute, and there's no ambiguity.

17 JUDGE PIGOTT: Thank you, Mr. Kelner.

18 MR. KELNER: Thank you, Your Honor.

19 JUDGE PIGOTT: I think we have your
20 argument.

21 Mr. Dunn, welcome.

22 MR. DUNN: May it please the court, Timothy
23 Dunn for the respondents, West River Associates.

24 JUDGE STEIN: Counsel, where does - - -
25 where does it say in 7-210, anywhere, that in order

1 to be liable the injury has to occur on the property
2 - - - on the sidewalk abutting the owner's property?

3 MR. DUNN: What is says in 7-210 boiled
4 down to the relevant points for today's issue, is
5 that the owner of any - - - the - - - the owner of a
6 side - - - of an abutting sidewalk shall be liable
7 for the failure to maintain such sidewalk.

8 JUDGE STEIN: Right. And so here, if in -
9 - - at least in part, it was the - - - the West
10 River's failure to maintain their sidewalk that was a
11 - - - a proximate cause of this accident, why
12 wouldn't this ordinance make them subject to
13 liability?

14 MR. DUNN: Because this statute - - - we -
15 - - we start with the concept that there's no
16 liability on an abutting owner until the law puts it
17 into place. Common law principles don't apply here.
18 This is a statute that needs to be strictly - - -

19 JUDGE PIGOTT: I disagree. I - - - maybe
20 you can clear - - - clear that up for me, because I
21 went back and looked at the complaint, and there was
22 no allegation in the complaint that the - - - the com
23 - - - it was based on 7-210. It didn't say you
24 violated 7-210, therefore you're liable. It said
25 that you failed to maintain your premises and

1 therefore you're liable.

2 At the bill of - - - when you demanded a
3 bill of particulars, you asked for statutes. They
4 gave you 7-210. And then it seems like based on
5 that, you - - - all of a sudden this thing has gone
6 from common law negligence, which it seems pretty
7 clear to me it is, to a statutory violation, which it
8 seems to me, pretty clear it's not. Where am I in
9 error?

10 MR. DUNN: Well, the - - - there - - -
11 there is no basis for a common law claim. They can
12 allege a - - -

13 JUDGE PIGOTT: I - - - you - - - you have a
14 hole in front of your - - - in front of your store
15 there that led - - - that leads to a tripping hazard.

16 MR. DUNN: The sidewalk is recessed, and it
17 had been that way for a couple of years.

18 JUDGE PIGOTT: Right.

19 MR. DUNN: But the hole - - - but the hole
20 is not the cause of the accident. The ledge that is
21 in front of the neighboring property owners - - -

22 JUDGE PIGOTT: Well, that's like saying
23 it's the - - - it's the stop at the bottom that
24 hurts, it's not the fall itself. I mean, clearly the
25 competent producing cause of this thing was that he's

1 walking and he - - - and he trips because this one's
2 lower than - - - this one looks perfectly fine. It
3 looks like they're maintaining their property. And
4 this one looks like somebody's not.

5 MR. DUNN: I agree with you on what the
6 photograph depicts. And I see - - - I see that
7 problem - - -

8 JUDGE FAHEY: Well, but the way you argue
9 it, though is - - - is that the Administrative Code
10 would have to have a location requirement in there,
11 not just a pro - - - it would have to say that it has
12 to happen within your property line. But there isn't
13 any location requirement.

14 In the absence of that, we'd have to read
15 it like we'd read any other proximate cause.

16 MR. DUNN: The - - - the requirement - - -
17 up until now, all of the courts dealing with the
18 matter have dealt with it as that the obligation on
19 the owner is to maintain the sidewalk that abuts
20 their property, not - - -

21 JUDGE FAHEY: That's - - -

22 MR. DUNN: - - - their neighbor's.

23 JUDGE PIGOTT: Don't you abut this? In
24 other words, I - - - I get this - - - you know, the
25 side, you know, where - - - where it's lower here and

1 this one's higher. But you abut here. You - - - you
2 abut it right in the front of your store.

3 MR. DUNN: Ab - - - abutting, for all
4 practical purposes, in dealing with these in the
5 City, has meant that it's the part of the sidewalk
6 that's in front of the property that you own. Which
7 is why we came in with a surveyor who says here's
8 where the property line ends, and they make it - - -

9 JUDGE PIGOTT: But that's the wrong
10 abutment to me. It - - - the - - - the abutment at
11 issue is the front of your store. This - - - this
12 flag abuts your store. And so you're responsible - -
13 - you've got to shovel it, you've got to salt it, I
14 assume, and everything else. The fact that on this
15 side, on this part of the abutment, that it go - - -
16 it overlaps the - - - the store next door, is
17 irrelevant to the fact that you've got to maintain
18 that flag, right?

19 MR. DUNN: I have to maintain the flag in
20 front of my store. And my client is liable for any
21 damages that are caused - - -

22 JUDGE RIVERA: Right, so the goal is - - -

23 MR. DUNN: - - - by - - -

24 JUDGE RIVERA: - - - to ensure that people
25 aren't injured and that the sidewalks are - - - are

1 maintained in a safe condition. So can the neighbor
2 next door, in - - - in this example, your - - - your
3 - - - the owner next to you where the injury ends up
4 happening and the person falls over - - - could they
5 have corrected this defect on their own?

6 MR. DUNN: They indicated in the record
7 that they had asked my client one time and had talked
8 to some tenants - - -

9 JUDGE RIVERA: No, no. But that wasn't my
10 question.

11 MR. DUNN: Well - - -

12 JUDGE RIVERA: Could they have corrected it
13 on their own?

14 MR. DUNN: Well - - - well, I'm pre - - -
15 the prelude to the - - - to answering your question,
16 Your Honor, is that these things are corrected all
17 the time, in the City.

18 JUDGE RIVERA: But it - - - could it - - -

19 MR. DUNN: There's not a - - -

20 JUDGE RIVERA: - - - let's try it again.

21 Could they have corrected this on their own?

22 MR. DUNN: I think so.

23 JUDGE RIVERA: Or would your client also
24 have done - - - had to have done some taking some
25 corrective measures and repaired their part of the

1 sidewalk?

2 MR. DUNN: My client doesn't give them the
3 permit to repair the sidewalk. That comes from the
4 City. They could go and do it with the City.

5 JUDGE ABDUS-SALAAM: Well, how could they
6 do - - -

7 MR. DUNN: I don't think my client could
8 stop them.

9 JUDGE ABDUS-SALAAM: - - - how could they
10 do it if that flag is not in front of their own
11 property? It's not their property line. You said
12 you had a surveyor come out and survey, and it said
13 that the flag that he fell on belonged to the
14 Mercados, but the flag that he tripped on belonged to
15 you. Right?

16 MR. DUNN: The flag - - - the - - - the
17 flag that they tripped on belonged to the neighboring
18 property owner. The recessed flag is in front of my
19 client's building.

20 JUDGE STEIN: But isn't the purpose of this
21 Administrative Code to require each property owner to
22 maintain their own - - - the sidewalk abutting their
23 own property? So in other words, in this case, you
24 clearly had a flag that was depressed. And isn't the
25 purpose of this to require you to properly maintain

1 that flag? And - - - and if that is the purpose,
2 then why should we be looking to the neighbor to go
3 to the City to get permission to repair your flag?
4 Isn't that contrary to what the purpose is in the
5 first place?

6 MR. DUNN: Because it's not just my
7 client's flag. It's the neighbor's flag also. A lot
8 of it's mine - - -

9 JUDGE STEIN: Well, that - - -

10 MR. DUNN: - - - and some of it's - - -

11 JUDGE STEIN: - - - but that's - - -

12 MR. DUNN: - - - theirs.

13 JUDGE STEIN: - - - but that's the point
14 that they're making, that you both may be - - - may
15 be a proximate cause?

16 MR. DUNN: We both may be - - - have - - -
17 be the ones who are responsible for repair - - - for
18 making a repair to it if we get a violation or if
19 there's an issue with the City.

20 JUDGE STEIN: And the failure to make that
21 repair, as the Code requires you to do, to maintain
22 it in a safe condition, could be the proximate cause
23 of an accident, could it not?

24 MR. DUNN: The failure to make the repair,
25 whether - - - whether it's the proximate cause or

1 not, seems to not be the issue that the statute turns
2 on, here. The court has previously said - - -

3 JUDGE STEIN: I think that's what the
4 statute says, in - - - plainly.

5 MR. DUNN: - - - the sta - - - the statute
6 refers to abutting any sidewalk for failure to
7 maintain such sidewalk. It doesn't refer to a
8 neighbor's sidewalk or an expansion - - -

9 JUDGE RIVERA: But you didn't. But you
10 didn't.

11 JUDGE STEIN: That's the point.

12 JUDGE RIVERA: You did not.

13 MR. DUNN: I didn't, but that's not - - -

14 JUDGE RIVERA: Or your client didn't;
15 excuse me.

16 MR. DUNN: - - - that's not where the
17 accident occurred. It's not my client's failure - - -
18 -

19 JUDGE RIVERA: The accident would not have
20 occurred if you had maintained your sidewalk,
21 potentially.

22 MR. DUNN: The accident wouldn't have - - -

23 JUDGE RIVERA: This is why I asked you,
24 could the other neighbor have made these repairs?

25 MR. DUNN: I think they could've, although

1 they said - - - they - - - they complained of - - -
2 in their deposition - - -

3 JUDGE RIVERA: But what they would have
4 been repairing is their own and yours, correct?

5 MR. DUNN: They could certainly repair up
6 to their own - - -

7 JUDGE RIVERA: They would be doing your
8 repair work too?

9 MR. DUNN: They could do up to their own
10 property line.

11 JUDGE RIVERA: Or - - - what I'm saying is,
12 the way - - - your argument does not incentivize the
13 person in the position of your client to repair the
14 sidewalk, and that is counter to the goal of 7-210.

15 JUDGE STEIN: And if they leveled their - -
16 - the little piece on their property, and then there
17 would've been a little ledge on - - - on the property
18 line, then couldn't it have been alleged that they
19 then created that new - - -

20 MR. DUNN: That could be - - -

21 JUDGE STEIN: - - - hazard, I mean - - -

22 MR. DUNN: - - - that could be argued. And
23 that - - - that would then be another issue.

24 JUDGE FAHEY: See, though, why I was saying
25 your argument creates a location requirement. Your

1 negligent - - - here's the theory that I understand
2 is the plaintiff's theory. Your negligent failure to
3 maintain your sidewalk, even though the - - - for - -
4 - for ninety-eight inches was a contr - - - a
5 substantial contributing factor to the fall, even
6 though the last two inches were on my property. So
7 where the toe met the curb, you're correct, and then
8 the person fell forward, that occurred on the Mercado
9 property. But the other - - - the whole incline, the
10 whole collapse of the sidewalk, as I see it here - -
11 - this was from 245 in the record - - - seems to all
12 be on your side of the property.

13 So that being the case, it's a classic - -
14 - it seems to me like a classic jury question.

15 MR. DUNN: Well, it - - - most of the ref -
16 - - recessed flag is on my client's side of the
17 property.

18 JUDGE FAHEY: Right.

19 MR. DUNN: That's agreed. And there's only
20 a small portion in front of the Mercados. When
21 you're saying that we're arguing this, I didn't make
22 this up. This came from - - -

23 JUDGE FAHEY: Well, no, but my question
24 though is - - - is the location requirement argument.
25 Are you saying that the only way that you could be

1 negligent is if the trip occurred on your side of the
2 property line?

3 MR. DUNN: The - - - yes.

4 JUDGE FAHEY: That's the core of your
5 argument, right?

6 MR. DUNN: That is the core. And that's -
7 - -

8 JUDGE FAHEY: Okay.

9 MR. DUNN: - - - really, we're coming down
10 at the same place that eight of the Appellate
11 Division courts have - - -

12 JUDGE FAHEY: Well, we wouldn't be here
13 unless somebody disagreed with them.

14 MR. DUNN: I - - - I recognize that, but I
15 - - - that's twenty-four judges. And some of them
16 have to be smarter than I am to think this way, I
17 think.

18 JUDGE ABDUS-SALAAM: So counsel, I - - - I
19 just want to be clear. So the - - - the little piece
20 that is a portion of the Mercados' property, if they
21 had put - - - if they had made that level with where
22 their property is, then the tripping hazard, you're
23 saying, would have been totally on your side of the
24 property?

25 MR. DUNN: If they had - - -

1 JUDGE ABDUS-SALAAM: Even if - - - even if
2 the plaintiff fell onto the Mercados' side of the
3 property?

4 MR. DUNN: The - - - you're asking me if
5 they had made a repair?

6 JUDGE ABDUS-SALAAM: Yeah, if they - - -

7 MR. DUNN: And repaired up to the property
8 line?

9 JUDGE ABDUS-SALAAM: - - - if they had
10 leveled - - - if they had leveled that flag to where
11 their line is - - -

12 MR. DUNN: Yeah, if you're looking at the
13 record, you're looking at that line on - - - that pen
14 - - - hand-drawn pen line on - - - I'm looking at 247
15 in the record. You probably have the same photo.

16 JUDGE ABDUS-SALAAM: Yes.

17 MR. DUNN: If they had repaired up to that
18 line?

19 JUDGE ABDUS-SALAAM: Yes.

20 MR. DUNN: Then the raised section is right
21 on the line. Then we probably - - - both defendants
22 are here and we're having a completely different
23 discussion about it, if they had made that repair.
24 And - - - and maybe they would argue we made a repair
25 in good faith, and maybe there would be a - - - a

1 much harsher consequence for my client.

2 But based upon the statute and the - - -
3 the Code provision of 7-210, up until now, it has
4 ended at the property line. It has not gone any
5 further than that.

6 JUDGE PIGOTT: Thank you, sir. We have
7 your argument.

8 Mr. Kelner?

9 MR. KELNER: Thank you, Your Honor.

10 If I might, I would just like to make three
11 brief points. First, counsel suggests no way to read
12 the statute in a manner that favors their position.
13 It says "any injury proximately caused by," and
14 there's no ambiguity to that.

15 Second, I want to just provide some answer
16 to the question Judge Pigott raised about the role of
17 the common law and how it fits into this case. The
18 complaint said that they had a duty to maintain the
19 sidewalk, and then we amplified later on that it's
20 something that arises under the statute.

21 Where the common law does come into play is
22 when we construe statutes. If there's ambiguity in
23 the statutory language, we presume that the
24 legislature had some cognizance of the common law
25 backdrop that they were legislating against.

1 So here, if there's any ambiguity to what
2 the legislature meant by "proximate cause" - - - and
3 I don't believe there is - - - we might look to the
4 common law approach to proximate cause in sidewalk
5 cases and the way it was treated.

6 I don't believe it's necessary to do that
7 here. The language is clear. But if we do it, it
8 also favors the interpretation we are urging.

9 And then third, just on the question of the
10 power of the Mercados to correct to the defect.
11 Judge Stein raised the same point that Justice Saxe
12 did in the Appellate Division below, where if the
13 Mercados had sought just to remedy what they were
14 able to do on their side of the property, they would
15 have moved the lip, essentially, two inches towards
16 the West River property, and then they could have
17 been found responsible for creating the new dangerous
18 condition.

19 So the only way we end up with a network of
20 rules that incentivizes landowners to correct defects
21 and to hold them liable for the consequences of
22 negligence is by reading the statute exactly the way
23 that it's written. That is, you're liable for any
24 injury proximately caused by your failure to maintain
25 your sidewalk.

1 If the court has no more questions, thank
2 you very much.

3 JUDGE PIGOTT: Thank you, Mr. Kelner.
4 Thank you both.

5 (Court is adjourned)

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C E R T I F I C A T I O N

I, Penina Wolicki, certify that the foregoing transcript of proceedings in the Court of Appeals of Yousufu Sangaray v. West River Associates, LLC, No. 7 was prepared using the required transcription equipment and is a true and accurate record of the proceedings.

Penina Wolicki

Signature: _____

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Date: January 11, 2016