Supreme Court of the State of New York Queens county ; IAS PART
Present; Hon. Allan B. Weiss Justice

----------x

Gizella Weisshaus,

Plaintiff,

Index no.
13891/00

-against-

Rosenthal, Vallario, Leventhal, & Coffinas.

Defendants.

----------x

MEMORANDUM OF LAW

Gizella Weisshaus
203 Wilson Street
Brooklyn N.Y. 11211
Tel. 718 387 0026
Pro se

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Conspiracy, Corruption, Lawlesnes, in the United States Courts!!

1] Memorandum of Law in opposition to money judgment..... And August 12, 1999 unsigned non order can a "**JUDGE SIGN AN 'ORDER' LATER WITHOUT ME BEING PRESENT!**

2] October 1991 I paid all the money requested by John Leventhal & Louis Rosenthal even for an appeal they never perfected. Then November 1991 I hired Stuart Fischman of the law firm of [Dreyer & Traub] to take my case. He represented Meisels v Uhr where also Rabbi Ginsbergs Beth-din was involved. He started a new action in my case Judge Jules L. Spodek was assigned to it. February 25, 1992 he was forced to resign because of the CONSPIRACY in Kings Supreme Court, between the lawyers, rabbis and judges.

3] Judge Spodek was presiding in Kings Supreme Court Action no. 3 Index no. 274 25/88 State of New York, v Martin Harfenes and Nuchem Harfenes, where Rabbis Silber and Ginsberg where involved. Rabbi Mendel Silber, refused to testify and took the Fifth Amendment. That's why the Attorney General was involved.

4] Rabbis Silber and Ginsberg where the Beth-din in the case of Meisels v Uhr Index 20686/88 where they managed to make a Beth-din law. The attorney for Mr. Chaim Uhr was George Meisner now a criminal lawyer, with connections to the Agudath Israel of America and the rabbis.

5] The Meisels and Uhr matter with the Beth-din was in favor of Mr. Meisels. It is only due to The Agudath Israel with George Meisner and their connections to deposed Sol Wachtler of the Court of Appeals that they were able to reverse the lower Court decision.

6] George Meisner is defending the corrupt rabbis; that is why they support him. That's why they didn't want Judge Spodek on my case. He should not be able to call in the Attorney General and expose Rabbis Silber, Ginsberg and Benjamin Gruber in robbing innocent Jews of their property, and monies with the help of the United States Courts and their elected Judges, State and Federal.!!!

7] Another victim of the same Beth-din and the same Rabbis is Aron Schwartz, Index no 23090/89. He was milked of $86,000 for a Rabbinical Court decision. The Rabbis take their fees mostly as non existent "non for profit organizations" So that they can avoid paying taxes.

8] I became a victim because of the FRADULENT 'BETH-DIN' law in the Matter of Meisel v Uhr. This law is on the books for over 9 years. 'Did it help anybody' NO only the Rabbis so that they have more money to send to the Swiss Banks. No law even by the legislators can be made retroactive without the publics knowledge. My matter has nothing to do with the Meisels matter. It is only GANDL'S CRIMINAL IMAGINATION

9] No Rabbi on this planet has a right to force me to sign over my property to him or somebody else. Matter of fact, Congregation Yetev Lev D'Satmar with Rabbi Moses Teitelbaum, they took away my membership because I went to a secular Court. They have currently two cases in Kings Supreme and refusing to go to a Beth-din Index no 28989/01 and 28959/01 before Judge Barasch, J.S.C.

WAS THE UNITED STATES ESTABLISED BY OUR FOUNDING FATHERS FOR THE BENEFIT OF THE CORRUPT RABBIS AND GANDL AND HIS CHILDERN! G-D BLESS AMERICA! INJUSTICE IS PREVAILING..

10] I sold half of my property legally in 1961.We made a contract in the Yiddish language When we got the money from Gandl we made a closing statement, also in Yiddish one Signed by Gandl the other by my husband, May 23, 1961.
"We, the undersigned, Mr. Yisroel Zindel Weisshaus and Mr. Yuda Gandl, made an agreement—that in the house of 207 Lee Ave. Which was sold by Mr. Weisshaus to Mr. Gandl, the half of the house will be the property of Mr. Weisshaus and the half of it the property of Mr. Gandl. That is, Mr. Weisshaus has a right to live in, or to sell or to rent the first floor Apt. 2. and Mr. Gandl has the right to live in, or to sell or to rent the ground floor apartment No.1. The top floor and the cellar will be rented in partnership. In case one of us wants to sell his part, then his partner is the first buyer. It can be sold only to such a person to whom the partner is also consenting."

11] Only then I agreed to sign a Deed, "Business trends" worth repeating nobody in this country has a right to take away my property, not even Juda Gandl his Children or Grandchildren. I am a taxpayer and a citizen of the USA for the past 45 years. I demand My Constitutional right to my property, not be taken without due process laws.

12] My daughter Sarah Friedrichs lease is registered to the year 2011, my Lis pendens was registered October 16, 2000. I am duly demanding my property back taken from me illegally by Juda Gandl. The second floor is presently empty **stop Gandl from selling my property!** The rent he is collecting for the **top floor** should be placed in a escrow account with this court immediately pending a **JURY TRIAL** on the whole matter, and the way I was set up and misrepresented by Leventhal to caused me to lose this property.

13] October 21,1994 I paid John Leventhal $45.00 to bring my documents from the archives, I was looking for a original translation I gave him, it wasn't there, missing was also the Hebrew decision of the rabbinical court and the agreement, with Gandl I hired him for.

14] I was looking for relief I filed a R.I.C.O. complaint in the Eastern District Court Index no 99cv1493. Judge Edward R. Korman denied to sign a restraining order "I decline to sign this Order to show because the supporting papers fail to make out a sufficient or comprehensible basi's for the relief requested" 4/14/99.

15] Then I supplied the Court with additional documents requested, at the hearing

6/25/99 The court; What is the basis for federal jurisdiction here? I'm not even sure there's any basis for jurisdiction here, much less--I don't have any jurisdiction here. I'm going to deny the motion. Ms. Weisshaus; Again denying my motions. The court; Because I have no power to grant it. Ms. Weisshaus; My constitutional rights have been violated all the times. They taking away my property like in GERMANY. The Court; the New York State courts and the Judges of New York State have an obligation to enforce the Constitution. Ms. Weisshaus; No, this has nothing to do with New York State; this has to do with conspiracy, due process, nothing. How can they take away my property that I worked for 40 years? I took in Gondle for nothing and he has all the rights here? The Court; I have no power to resolve this dispute. Ms. Weisshaus; Who has the power? The Court; The State court. Judge. Ms. Weisshaus; There is no State court judge. The Court; There is. Ms. Weisshaus; The State Courts are corrupt. The Court; I don't think they're corrupt. Ms. Weisshaus; You don't think its corrupt? The Court; No. Weisshaus; I have to prove it someplace. Please Look at pages 6-7-8-9-10 of the June 25, 1999 Transcript.

16] This is the same Judge he told me he has no jurisdiction, he changed his mind when he dismissed [12] twelve of my defendants, including John Leventhal and Louis Rosenthal; 3/31/00

17] June 15, 1999 I filed a default motion against Edward D. Fagan, the Attorney General and Rabbi Ginsberg pursuant to Rule 55[a] it was filed in court to the Honorable Robert C. Heinemann for failing to answer my complain of 3/16/99. Not following the Rules Judge Korman denied the default of Edward Fagan, the Judge is covering up for him he should be able to claim "victory for the victims" in the Swiss bank case. I have a Grievance Committee complaint against Ed. Fagan since 4/1998 he should be disbarred.

18] Chief Judge Korman is trying with the help of the Agudath Israel of America and their Lawyer Nathan Levin from Washington to change the first Amendment separation of Church and State. To please his friends the Rabbis and crooks like Gandl and his Family.

19] It's the reason I am spending my time and money to protect this country from being destroyed by Gandls nine Children and Grandchildren, because there is not enough jails in New York to keep the corrupt Orthodox people looked up. **This is the reason for my fight!!**

20] December 11, 2001 I have my first encounter with Judge Allan B. Weiss in Queens Supreme Court I hope he will fulfill his "**obligation to enforce the constitution**" and not let hoodlums like Sol Mermelstein, Gandl his Children and rule in the U.S.A. the way they were taught in the Yeshiva Yetev Lev D'Satmar with grants from the U.S. Government

Sincerely.

Gizella Weisshaus

December 4, 2001

Gizella Weisshaus

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

----------X

GIZELLA WEISSHAUS

Index No.

Petitioner,

42541/91

- against -

JUDAH GANDL,

Respondent,

- and -

TZVI MAYER GINSBERG, MENACHEM ISREAL ROTTENBERG and BENJAMIN HALEVI GRUBER,

Respondents - Arbitrators.

----------X

MEMORANDUM OF LAW IN SUPPORT OF RESPONSE/ OPPOSITION BY GIZELLA WEISSHAUS TO ORDER TO SHOW CAUSE OF JUDAH GANDL AND FOR OTHER RELIEF

FAGAN & ASSOCIATES
Attorneys at Law
26 Broadway, 21st Floor
New York, New York 10004
Tel. (212) 293-1900 * Fax. (212) 293-3800

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TABLE OF AUTHORITIES

CASE LAW

OTHER AUTHORITY

QUESTIONS PRESENTED

I. Can the court modify an affirmed arbitration award to substitute money damages for the specific performance required by the agreement?

II. Should the court reconsider its prior affirmation of an arbitration award when newly discoverable and discovered evidence has emerged proving that the award was not submitted for affirmation within the procedural limitations period required by statute?

SHORT ANSWERS

I. The court should deny the petition to substitute money damages for the specific performance mandated by the affirmed arbitration decision because the petition is not justified by any of the three exclusive statutory bases for court modification of an arbitration award and because such a substitution would alter the substantive rights of the parties involved.

II. The court can and should reconsider its affirmation of an arbitration award where newly discoverable and discovered evidence has been brought forth conclusively demonstrating that the award had not been submitted in a timely fashion and was therefore void.

made no provision for and did not approve. To permit this substitution would be to perform precisely the kind of substantive alteration that the Bradigan case ruled against. For these reasons the court should refuse the petition to award money damages to Mr. Gandl.

II. THE COURT SHOULD GRANT RELIEF FROM ITS PRIOR JUDGMENT AFFIRMING THE BETH DIN'S THIRD DECISION BECAUSE OF NEWLY DISCOVERED EVIDENCE

The other major issue that the court must now address is the effect that certain newly discovered evidence has on the proceedings. CLS CPLR 5015(a)(2) permits a court to relieve its prior judgment if new evidence comes to light that was not previously discoverable and would probably have altered the outcome of the previous proceeding if it had been discovered.

The probability of a different outcome is difficult to gauge, but certain case law is useful in determining the likely outcome. For instance, in National Hotel Management Corp. v. Shelton Towers Associates, 11 A.D.2d 154, 488 N.Y.S.2d 786 (1985), appeal dismissed 65 N.Y.2d 1053, 494 N.Y.S.2d 1061, 484 N.E.2d 1059, the discovery of depositions in another action which were inconsistent with trial testimony concerning ownership of stock was found to go to the heart of the controversy and precipitated a new trial. In the instant action the verified statement by Rabbi Benjamin Halevi Gruber that the October 23, 1989 decision contradicts Gandl's earlier statements, and should prompt a new trial as it goes to the heart of the current case.

ARGUMENT

I. THE PETITION FOR MONEY DAMAGES SHOULD BE REFUSED AS IT IS UNJUSTIFIED BY ANY OF THE EXCLUSIVE STATUTORILY ENUMERATED BASES FOR COURT MODIFICATION AND BECAUSE IT WOULD CAUSE A CHANGE IN THE PARTIES' SUBSTANTIVE RIGHTS UNDER THE ARBITRATION AGREEMENT.

The principal issue raised in the current proceedings is whether the court can and should modify the Beth Din's decision to permit the petitioner to obtain a money judgment from the court. An overwhelming body of law indicates that it cannot and should not. This body springs from CLS CPLR 7511(c), which provides the court with a limited power to modify an arbitration award. The provision of this statute is limited to three categories of situation allowing such modification: where there is a mistake or miscalculation in the express terms of the award, where the arbitrators awarded on matters not submitted to them, and where the award has a procedural defect not affecting the controversy on its merits. It is firmly established that these statutory categories provide the sole and exclusive bases for a court to make a modification of an arbitration award. Congregation Talmud Torah v. Feinstein, 283 A.D. 892, 129 N.Y.S.2d 868 (1954).

The money judgment that Juda Gandl is currently petitioning for is not justified by any of the three exclusive remedies enumerated in CLS CPLR 7511(c). Gandl fails to allege any mistake, miscalculation, procedural or jurisdictional defect in the Beth Din's decision. Indeed, throughout the proceedings

Gandl has vigorously denied the Weisshauses' allegations of procedural improprieties. Having obtained confirmation of the Beth Din's decision on a theory of its propriety, Gandl cannot in law seek modification of that decision now that it suits him to deny it.

Case law further establishes that a court is prevented from modifying an award in such a way as to affect the substantive rights it affords the parties. 6 Weinstein, N.Y.Civ.Prac. Sec. 7511.26; Matter of Bond and Shubert, 264 App.Div. 484, 36 N.Y.S.2d 147, affd. 290 N.Y. 901, 50 N.E.2d 299.

These principals were most pertinently applied in the case of Bradigan v. Bishop Homes, Inc., 20 A.D.2d 966, 249 N.Y.S.2d 1018 (1964). In Bradigan, an arbitration award involving specific performance of certain work was confirmed by the Erie Special Term. However, in doing so, the Special Term substituted an award of monetary damages for a portion of the specific performance. The Fourth Department of the Appellate Division declared that the Special Term had no jurisdiction to modify the award to substitute monetary relief for the performance directed by the award.

The applicability of the Bradigan decision to the current controversy is obvious. The Beth Din has decreed that the Weisshauses buy the disputed property; making no requirement for specific money awards. Gandl now petitions for money in lieu of a sale; this substitution clearly changes the substantive rights of all parties involved in the dispute in a way that the Beth Din

That his statement would have altered the previous decision of this court seems obvious. The court confirmed the Beth Din's award on the belief that the third written formulation of its decision was the only judgment the Beth Din intended to be final. Rabbi Gruber's statement clearly shows this to be a misapprehension of the facts, as he declares "that the Rabbinical Court Decision dated October 23, 1989 was valid and effective immediately." The October 23 decision was the earliest of the three.

Precedent shows that chronology issues invoking limitations questions are sufficiently important to a justify a new trial. In Schnur v. Cohen, 152 Misc. 676, 273 N.Y.S. 996 (1934), newly discovered evidence that an agreement was entered prior to the date alleged by the plaintiff permitted a new trial. In that case, unbeknownst to the court the limitations period had run before the plaintiff brought the action. In this Schnur is very like the current case, as the court herein believed the Beth Din's decision had been made at a later timer than it actually had been. In truth, the earlier decision had been final and the period for the Beth Din to enter the decision had already expired before it had sought affirmation. As in Schnur, the earlier date of the events in the current case are essential to the disposition of the case, and the newly discovered evidence should promote a new trial.

Due to the new discovery of evidence disproving a dispositive belief of the court in its earlier decision has been

brought to light, the decision affirming the Beth Din's decision should be reconsidered.

CONCLUSION

For the reasons stated above, Gandl's petition for money damages should be denied and the court's affirmation of the Beth Din's decision should be opened for reconsideration.

Dated: New York, NY
May 16, 1995

By: _____
Edward D. Fagan Esq.

FAGAN & ASSOCIATES
Attorneys for Gizella Weisshaus, Petitioner
26 Broadway, 21st Fl.
New York, New York 10004
Tel: (212) 293-1900

Supreme Court
of the
State of New York

JULES L. SPODEK
JUSTICE

JUSTICES' CHAMBERS
360 ADAMS STREET
BROOKLYN, N.Y. 11201

JLS-12
3/25

3/2/92
Comm. to J. Shaw

TO: HON. RONALD J. AIELLO
Administrative Judge

FROM: HON. JULES L. SPODEK

DATE: February 25, 1992

Re: Gizella Weisshaus, Petitioner
against Juda Gandl, Respondent
and Tzvi Mayer Ginsberg, Menachem Israel Rottenberg and Benjamin Halevi Gruber
Motion to Vacate Beth Din Award
Index No. 42451/91

Would you kindly assign the above referenced case to Justice James Shaw. This case had originally been before Judge Shaw when the parties stipulated to refer their dispute to a Beth Din. Subsequent to discontinuing the action, the parties engaged in motion practice, also before Justice Shaw, regarding the stipulation and the validity of an interim Beth Din award. It appears that Justice Shaw is the appropriate jurist to entertain the instant motion and is willing to do so; in fact Judge Shaw has suggested the date of March 25, 1992 to hear oral argument on this motion.

JLS:sp

#2

SUPREME ~~(COUNTY)~~ COURT, KINGS COUNTY

Index No. 42451/91 Date Purchased 11/21/91

IAS Entry Date

FULL TITLE OF ACTION

GIZELLA WEISSHAUS ~~Plaintiff(s)~~ Petitioner(s)

- against -

JUDA GANDL, ~~Defendant(s)~~ Respondent(s)

and TZVI MAYER GINSBERG, MENACHEM ISRAEL ROTTENBERG and BENJAMIN HALEVI GRUBER, Respondents-Arbitrators

in Red

PI-P

Name of Assigned Judge

Date of Assignment

__ Issue joined (date ______) (check if applicable)

__ Bill of particulars served (check if applicable)

11/21/91 1:05PM 001A#4038 #

#00078375

R J I $75

CHECK $75

NATURE OF JUDICIAL INTERVENTION (check)

__ Request for preliminary conference

__ Note of issue and/or certificate of readiness

__ Notice of motion (return date ______) Relief sought ______

X Order to show cause (return date ______) Relief sought TRO
(to be completed by clerk)

__ Other ex parte application ______) Relief sought ______

__ Notice of petition (return date ______) Relief sought ______

__ Notice of medical or dental malpractice action (specify which ______)

__ Statement of net worth

__ Writ of habeas corpus

__ Other (specify ______)

INDEX # VERIFIED
DATE: 11-21-91
BY:

NATURE OF ACTION OR PROCEEDING (check)

TORT

__ Motor vehicle

__ Medical or dental malpractice (specify which ______)

__ Seaman

__ Airline

__ Other tort, including but not limited to personal injury, property damage, slander or libel ______ (specify)

SPECIAL PROCEEDINGS

__ Tax certiorari

__ Condemnation

__ Foreclosure

__ Incompetency or conservatorship

X Other special proceeding, including but not limited to Article 75 (arbitration) Article 77 (express trusts) Article 78 ______ (specify) Article 75 to vacate arbitration awards

1992 OCT 13 PM 2:31
FILED
KINGS COUNTY CLERK

OTHER ACTION

__ Contract

__ Other ______ (specify)

monial (contested)

onial (uncontested)

Attach ri

91 023046

If any part New York only:
concerning s e City of New York is a party to this action.
Transit Authority (or MABSTOA) is a party to this action.

(over)

Harfenes

STATE OF NEW YORK,

Plaintiffs,

-against-

MARTIN HARFENES and NUCHEM HARFENES, individually and as officers of 125 DIVISION REALTY, INC., and 125 DIVISION REALTY, INC.

Defendants.

ACTION NO. 3
Index No. 27425/88

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

MORTY MANFORD, being duly sworn deposes and says:

1. I am an Assistant Attorney General of the State of New York in the Real Estate Financing Bureau of the Department of Law. I am of counsel to ROBERT ABRAMS, Attorney General of the State of New York, Attorney for Plaintiff in Action No.3.

2. By prior Order of the Court the three above-captioned cases were consolidated for purposes of discovery and trial.

3. I am fully familiar with the facts and circumstances of the above-captioned Action No.3 and of its consolidated discovery with Actions Nos. 1 and 2.

4. The following statements are made upon information and belief based upon records, documents and testimony which have been examined in the course of an investigation conducted by the Attorney General, and the discovery proceedings had heretofore, in these actions.

5. Rabbi Mendel Silber was duly subpoenaed pursuant to CPLR §§ 3109 and 3111 to testify and produce documents on February 8, 1989 in an examination before trial in the above-captioned actions.

6. On February 8, 1989 and February 14, 1989 Rabbi Silber appeared, with counsel, David H. Gendelman, Esq., to be deposed. However, Rabbi Silber repeatedly refused to answer questions put to him citing the clergyman-penitant privilege, CPLR § 4505.

7. On February 15, 1989 following oral argument by counsel for all parties, the Hon. Jules L. Spodek ruled that Rabbi Mendel Silber, a non-party witness, was not entitled to claim a clergyman-penitant privilege under the facts of this case, and thus he was directed testify at his scheduled examination before trial. Thereafter, His Honor requested, before the Court issued a written order, that all parties and the witness submit their respective arguments in writing to the Court.

8. Accordingly, plaintiff State of New York submitted an Order to Show Cause returnable March 10, 1989; counsel for plaintiffs in Action Nos. 1 and 2 submitted affirmations by his clients plus a memorandum of law; counsel for defendants submitted an affidavit plus a memorandum of law.

9. However, as of March 10, 1989 the only one who failed to serve papers was counsel for Rabbi Silber.

10. On February 27, 1989 I received a conference telephone call from Howard Golden, counsel for defendants and George Meissner. At that time Mr. Meissner stated he would be substituting for Mr. Gendelman as Rabbi Silber's attorney, though it was not yet "official".

11. On March 7, 1989 at 5:14 p.m. I received a telephone message from Peter Close of Mr. Meissner's law office.

12. On March 8, 1989 at 9:44 a.m. I called back Mr. Close at which time he informed me that "today" Mr. Meissner's office would be substituting for Mr. Gendelman as Rabbi Silber's attorney.

13. As of March 9, 1989 at about 4:30 p.m. David Gendelman, Esq. informed me he had not received from Mr. Meissner any written notice of substitution.

WHEREFORE, it is respectfully submitted that this Order To Show Cause is ill-conceived, and that Mr. Meissner had only to apply to the Court for an extension to permit new counsel time to submit papers for Rabbi Silber; that the return date of this Order To Show Cause is beyond even the one week extension for which Mr. Meissner originally sought affiant's consent; and that for the foregoing reasons Rabbi Silber's Order To Show Cause should be denied to the extent that it seeks any further delay.

MORTY MANFORD

Sworn to before me this
24th day of March, 1989

Assistant Attorney General
of the State of New York

grounds of penitent-clergyman privilege, this court directed a hearing into the facts surrounding the communication in order to determine whether the privilege applies.

At that hearing said non party witness, Rabbi Mendel Silber testified concerning the circumstances surrounding the communication which is alleged to be privileged. On May 2, 1989, during the cross examination of Rabbi Silber an issue arose concerning whether said witness, having testified on direct examination, can assert his fifth amendment right against self incrimination and refuse to answer questions on cross examination. This interesting issue is rendered moot by plaintiff, the State of New York's, withdrawal of the disputed questions by its letter of May 5, 1989.

At the court's direction the non party witness also provided exemplars of his handwriting which are presently being held by the clerk of this court pending the instant determination. Counsel for Rabbi Silber resists plaintiff, the State of New York's application to examine said exemplars of Rabbi Silber's handwriting. The compulsion of handwriting exemplars does not violate an individual's rights. There is no reasonable expectation of privacy in one's handwriting, which is a physical characteristic constantly exposed to the public. See People v. Whitaker, 64 N.Y. 2d 347 (1985).

EISENBERGER & GOLDEN
Attorneys and Counselors at Law
41 MADISON AVENUE
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* (212) 685-2300
FAX (212) 696-5989

March 24, 1989

BY HAND

Honorable Judge Jules L. Spodek
Justice Supreme Court
Civic Center
Montague Street
Brooklyn, New York 11201

Re: State of New York v. Harfenes et. al.

Your Honor:

This is to bring to your attention a problem we have been faced with in this case. Plaintiffs in this consolidated case are the same individuals who complained to the Attorney General and claimed to have given the defendants substantial sums of cash. During their depositions, the plaintiffs claimed to have no savings, to earn almost nothing, and to have "borrowed" the cash they alleged they paid to the defendants, from relatives and friends. Defendants were foreclosed from questioning the plaintiffs about the sources of the sums the plaintiffs claimed to have saved, since they abruptly withdrew their claim for $2 million in damages to avoid such line of questioning.

In order to depose the plaintiff's friends and relatives, we attempted to serve subpoenas on the various individuals who the plaintiffs claim gave them the cash allegedly paid to Mr. Harfenes. Those individuals have consistently avoided service of process for many days and our professional process server indicated to us that none of the people he was trying to serve would even open the door so he could try substituted service.

Eventually these people were served by a religious individual, but they did not appear on the date set forth in the subpoena. In speaking to Mr. Mayerson, the attorney for the complaining plaintiffs, he advised me that although he doesn't represent the witnesses we subpoenaed, he understood that if they were properly served, they would appear. He then mentioned that all they would disclose was whether or not they gave money, and how much, to the plaintiffs. They would refuse to tell where they got their money from. Mr. Mayerson said that he understood that a ruling supporting his position had been given by Judge Lodato. I objected and explained that I was not certain that such a ruling existed, but if so it was in regard to a "ready, willing and able" question in the civil lawsuit.

Since my client is faced with possible Martin Act Violation and part of the Martin Act violations is the alleged receipt of cash, it is imperative he be able to obtain this information. In view of Mr. Mayerson's position, I respectfully request a conference with you to review this matter.

Sincerely yours,

Sheldon Eisenberger

SE:lm

cc: Harold Mayerson, Esq.
Morty Manford, Esq.

SUPREME COURT OF THE STATE OF NEW YORK
APPELLATE DIVISION : SECOND JUDICIAL DEPARTMENT

1559u
C/ep

_____ AD2d _____

Argued - April 15, 1991

WILLIAM C. THOMPSON, J.P.
LAWRENCE J. BRACKEN
CHARLES B. LAWRENCE
GERALDINE T. EIBER, JJ.

2321E
2322E
2323E

In the Matter of Joseph Meisels, respondent,v Alexander Uhr, etc., et al., appellants, Tzvi Mayer Ginsberg, et al., respondents-respondents. (Matter No. 1)
In the Matter of Alexander Uhr, et al., appellants, v Josef Meisels, respondent. (Matter No. 2)

DECISION & ORDER

Meissner, Kleinberg & Finkel, New York, N.Y. (George S. Meissner of counsel), for appellants.

Dreyer and Traub, New York, N.Y. (Stuart M. Fischman and Bernard Bronner of counsel), for respondents.

Appeal by Alexander Uhr and Moses Uhr from (1) an order and judgment (one paper) of the Supreme Court, Kings County (Golden, J.), dated September 13, 1989, in Matter No. 1, (2) an order and judgment (one paper) of the same court dated September 12, 1989, and (3) as limited by their brief, from so much of an order of the same court in Matter No. 1, dated November 14, 1989, as, upon reargument, adhered to the prior determination in the order and judgment dated September 13, 1989.

ORDERED that the appeal from the order and judgment dated September 13, 1989, is dismissed, as that order was superseded by the order dated November 14, 1989, made upon reargument; and it is further,

ORDERED that the order dated November 14, 1989, and the order and judgment dated September 12, 1989, are affirmed, for reasons stated by Justice Golden at the Supreme Court; and it is further,

ORDERED that the respondents are awarded one bill of costs.

THOMPSON, J.P., BRACKEN, LAWRENCE and EIBER, JJ., concur.

ENTER:

Martin H. Brownstein
Clerk

1-14-99

Crime File

Rabbi's Lawyers Charged, Too, in Intimidation Case

By WILLIAM K. RASHBAUM and JERRY CAPECI
Daily News Staff Writers

Two politically connected Brooklyn lawyers have been charged with conspiring with a prominent Hasidic rabbi to intimidate an incest-rape victim from testifying against her father, sources said yesterday.

George Meissner and Richard Finkel are expected to surrender today and will be arraigned in Brooklyn on charges they conspired with Rabbi Bernard Freilich, who was arrested on witness-tampering charges May 13, sources said.

Neither of the two lawyers returned calls seeking comment yesterday.

Meissner and Finkel represented the rabbi, who allegedly threatened the woman with death if she testified.

Charges against Freilich, who is now represented by Peter Schlam, were upraded last month from misdemeanor to felony.

Freilich and Pinchas Shor, another rabbi charged with the same crimes, pleaded not guilty yesterday before Brooklyn Supreme Court Justice Betsy Barros. Both were released on their own recognizance.

Shor showed up with scores of supporters, many who said they would be alibi witnesses.

"It never happened," Shor said. "I never threatened anyone. I help people, I don't threaten people."

Shor is charged with threatening the woman with injury if she testified.

Freilich, who holds a $76,000 state job with the state police and the Health Department, declined to comment.

"The indictment against Rabbi Freilich is without merit, and he will be vindicated," Schlam said.

He added that Freilich has passed a lie-detector test, and has offered to take another one administered by prosecutors — an offer that has been declined, Schlam said.

Meissner is a fixture in Brooklyn Democratic politics, having served as a district leader in the 1970s, when he had ties to then-Brooklyn Democratic boss Meade Esposito. He now has an active criminal-law practice in Brooklyn's Orthodox community and has been involved in several high-profile cases.

Original Publication Date: 07/14/1999

"מזרחי" אויפנאמע לכבוד דזשארדזש מייזנער
צייט צו עסקנים פון פארשידענע אידישע קריין

חזן משה ארליך, דירעקטאר פון רעליגיעזער ציוניסטישער ארגאניזאציע אין ניו יארק ברענגט צוזאמען אידישע טוער פון קאליפולן רעגנבויגן פון ניו יארקער אידנטום

ספעציעל צום "אלגעמיינעם זשורנאל" ● פון גרשון יעקבסאן

מזרחיסטן, אגודיסטן, רעליגיעזע ציוניסטן, סאטמארער, מונקאטשער, ליובאוויטשער, ווישניצער, סקולענער און אנדערע חסידים האבן דעם פארגאנגענעם מיטוואך אין אוונט זיך באטייליקט אין אויפנאמע, וואס עס האט איינגעארדנט חזן משה ארליך, דער דירעקטאר פון ניו יארקער אפטיילונג פון מזרחי הפועל המזרחי צוזאמען מיט דער בני עקיבא יוגנט באוועגונג. איז פארגעקומען אין די עלעגאנטע זאלן פון רעפובליק נאשענאל באנק אויף דער 40סטער גאס נעבן דער פינפטער עוועניו.

ביי דער אימפאזאנטער אויפנאמע האט חזן משה ארליך געמאלדן, או די מסיבה איז פארוופן געווארן לכבוד בעווערלי און דזשארדזש מייזנער, וועלכע האבן געגרינדעט א בני עקיבא יוגנט צענטער אין דער שטאט אריאל, אין ישראל. בעווערלי און דזשארדזש מייזנער האבן דעם יוגנט צענטער אין אריאל עטאבלירט אין אנדענק פון זייערע עלטערן אידא און לעא מייזנער ע"ה.

צווישן די אנדערע עסקנים

פארזעצונג אויף זייט 6

דזשארדזש מייזנער און זיינע פריינט פון רעכטס אויף לינקס: ר' ליב זוסמאן; הרב שלום בער גארדעצקי, זיי זענען ליובאוויטשער חסידים. ר' ארי' ליב גלאנץ, א סאטמארער חסיד און דער ערן גאסט פון דער מזרחי-בני עקיבא מסיבה דזשארדזש מייזנער

בי"ד פון אלי ב"אכמאן

פון רעכטס אויף לינקס: ר' ארי' ליב גלאנץ; מילטאן אקערמאן, פרעזידענט פון ניו יארקער אפטיילונג פון מזרחי הפועל המזרחי און חזן משה ארליך וואס האט איינגעארדנט די מסיבה

GLANZ

דער סאטמארער חסיד ר' ארי' ליב גלאנץ כאפט זיך ארום מיט דזשארדזש מייזנער

RABBI ARYE L. GLANZ GEORGE MEISNER

עס איז דאכט
איך געזיען דער סאטמארער עסקן ר' לייב גלאנץ, דער

JEFFREY SANDER SUNSHINE
ISRAEL GOLDBERG

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

----------X

YEHUDA GARFUNKEL, as Trustee for KESER SHEL TORAH a Religious Corporation,
Plaintiffs,

Index No.23090/89

- against -

AFFIRMATION IN OPPOSITION TO ORDER TO SHOW CAUSE

ARON SCHWARTZ and PRUDENTIAL BACHE SECURITIES,

I.A.S. Part 16
Justice Assigned:
Richard D. Huttner

Defendants,

----------X

ISRAEL GOLDBERG, an attorney, duly admitted to practice law in the State of New York, affirms the following under the penalties of perjury:

1. I am a member of the firm, of SUNSHINE & GOLDBERG attorney for ARON SCHWARTZ in the above captioned proceeding.

2. I am familiar with the facts and circumstances of this case based on the information contained in my file.

3. It is disturbing in this case to find that the Plaintiff, in an attempt to mislead this court, makes statements which have no basis in truth .

4. It is also disturbing that Plaintiff's move and seek relief from this court for which there is no legal basis.

5. At the outset it should be noted that Harold Bernstein, counsel for the Plaintiff, affirms to this court (Paragraph 3 of Bernstein's Affirmation) that there has been no

7

appeal in this case. That statement is a clear misrepresentation of the truth.

6. A Notice of Appeal was filed with the Appellate Division, Second Department as concerns the order of this Court. That appeal has not been abandoned and it is fully intended that the appeal will be prosecuted.(A copy of the Notice of Appeal is annexed hereto as Exhibit A).

7. The statement that the legal issues raised by this case are spurious is not correct. It is respectfully stated to this court that the August 4, 1992 decision of this court confirming the award misapplied the principals of law as relates to the issues raised in this case. The Religious Corporation involved in this proceeding is congregational in nature, that is the Religious Corporation is controlled by the Will of the membership. The congregation cannot have its rights removed by arbitrators and the rights of the congregation's members to control and operate the Religious Corporation cannot be vitiated by an arbitration panel. In a decision in a situation on an issue similar to that before this court, Justice Friedman determined that in a congregational organization, such as KESER SHEL TORAH, trustees must be elected by the membership. (Annexed in Exhibit B to moving papers).

Exhibit A

8. Even more disturbing then counsel's misrepresentation that an Appeal has not been filed is Plaintiff's calling everybody a liar and a thief.

9. In paragraph 6 of his Affirmation, Mr. Bernstein says " Mr. Schwartz and his family so desperately seek to convert [the funds] for their own unlawful purposes". The conversion of assets for unlawful purposes is not being done by Mr. Schwartz.

10. Rabbi Ginzberg, the person who acted as the advocate for the Plaintiff Garfunkel before the Arbitration Panel, has the temerity to call the defendant Schwartz a thief and liar. The truth be told Ginzberg and his co-trustees are stealing.

11. In 1989 and 1990 Ginzberg received numerous checks from the Religious Corporation Keser Shel Torah. Ostensibly this money was paid to him as compensation because he acted as an advocate in the arbitration proceeding. Checks totalling more than ($18,000.00) Eighteen Thousand Dollars were paid to him. Some checks were paid to GINZBERG and thereafter endorsed to organizations and some of the checks (at Ginzberg's request) were paid directly to organizations.(Front and back of the checks are annexed hereto as Exhibit B.)

12. A request was made of the attorneys for Ginzberg to furnish the Religious Corporation with his taxpayer

Identification number so that a 1099 could issue to him in accordance with the Laws of the United States of America and the State of New York (Exhibit C)

13. Counsel for Ginzberg, Joseph M. Hershkowitz, Esq. responded to the request for a taxpayer Identification number by stating that Ginzberg waived his fee in favor of another charitable organization. Copy of the letter is annexed hereto as Exhibit D.

14. In response to Ginzberg's counsel's statement, a further letter was sent wherein the request for Ginzberg's taxpayer's Identification number was renewed. Exhibit E annexed hereto. No further response was received.

15. It appears that Ginzberg who calls everybody else a thief and who ascribes to everybody evil motives and a desire to loot the Religious Corporation of its assets admittedly put the Religious Corporation in a position where it cannot perform its obligations under the tax codes. This is the kind of person the Rabbinical Court designated a permanent Trustee.

16. The issue in this case is not Schwartz's desire to control monies. The issue in this case is the desire of Ginzberg, control for his personal gain the destiny and direction of the Religious Corporation.

17. The outrageousness of this case is not Mr. Schwartz's activity, but the conduct of Ginzberg and his compatriots.

18. As concerns the companion case commenced by members and trustees of the Religious Corporation, the Plaintiff's acted within their legal rights.

19. The case before this court does not name as parties any of the plaintiffs in the matter pending before Justice Ramirez. The plaintiffs in the matter before Justice Ramirez were not part and parcel of the agreement to arbitrate. They did not sign the agreement.

20. The law is clear. An arbitration award cannot be enforced against a person who dies not sign an agreement to arbitrate even if that person participated in the arbitration. Similarly, a court cannot bind by its decision, parties over whom the court has no jurisdiction.

21. The determination made by this court was set forth fully and clearly in the papers upon which Justice Ramirez's Order was made.

22. No attempt was made to evade. Defendants had a full and fair opportunity to contest the action pending before Justice Ramirez. Defendants in the action before Justice Ramirez chose to do nothing.

23. There is no basis for the motion now made before this Court. There has been no violation of the order of the court by Mr. Schwartz. The import and impact of Mr. Bernstein's affidavit in support of his Order to Show Cause is to the effect that Mr. Schwartz violated the order of Justice Huttner.

24. There has been no allegation in the motion before the court that any party violated this court's determination. There is nothing for this court to determine. There has been no violation.

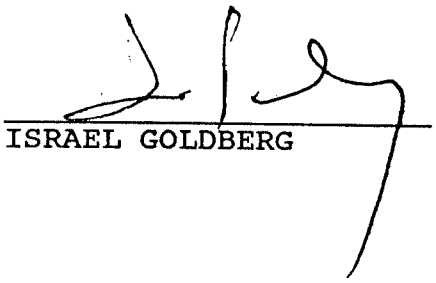
25. Plaintiff seeks a declaratory judgment for an executory contempt. Certainly the court should not entertain a request for a potential violation of the court order. In the event of a violation, the appropriate Motion for contempt could be made.

26. It should also be noted to this court that Plaintiff's Motion is procedurally defective. It does not attach an affidavit of a party with knowledge. Harold F. Bernstein is not a party to this litigation and does not have actual knowledge of what has or has not transpired.

29. If anything, this court should vacate its April 28, 1992 decision and Order dated August 4, 1992, and disaffirm the Rabbinical Court award.

WHEREFORE, it is respectfully requested that this court deny Plaintiff's application in all respects.

Dated: Brooklyn, New York
November 30, 1992



ISRAEL GOLDBERG

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

----------X

YEHUDA GARFUNKEL, as Trustee for KESER SHEL TORAH a Religious Corporation,
Plaintiffs,

Index No.23090/89

- against -

AFFIDAVIT IN OPPOSITION

ARON SCHWARTZ and PRUDENTIAL BACHE SECURITIES,

I.A.S. Part 16
Justice Assigned:
Richard D. Huttner

Defendants,

----------X

ARON SCHWARTZ being an Orthodox Jew affirms to the statements in this affirmation.

1. I have read the affirmation of my attorney and adopt all the factual statements as if more fully set forth herein.

2. I have not done anything is violation of this Court's order.

3. In view of the above I ask this Court to deny the Order to Show Cause in all respects.

Dated: Brooklyn, New York
November 30, 1992

Aron Schwartz
ARON SCHWARTZ

Affirmed to on the
day of November, 1992

Notary Public

ISRAEL GOLDBERG
Notary Public, State of New York
No. 24-4819783O
Qualified in Kings County
Commission Expires 4/30/19 9[illegible]

SUNSHINE AND GOLDBERG
ATTORNEYS AT LAW
16 COURT STREET
BROOKLYN, NEW YORK 11241

(718) 625-2022

JEFFREY SANDER SUNSHINE, (N.Y., MASS.)
ISRAEL GOLDBERG

March 31, 1992

VIA TELEFAX & REGULAR MAIL
Harold F. Bernstein, Esq.
Frankel & Hershkowitz
319 Fifth Avenue
New York, New York 10016

Re: Garfunkel v. Schwartz

Dear Mr. Bernstein:

I have spoken with my client this date. Mr. Schwartz advises that during the 1991 calendar year Keser Shel Torah made payments to one of your clients, Rabbi Ginzberg, from the bank accounts maintained by the Religious Corporation. I am further advised that those payments were for services rendered by Rabbi Ginzberg. So that the Religious Corporation will not be in violation of any Federal Statute, it is appreciated if you would provide the undersigned with the taxpayer identification number or social security number of Rabbi Ginzberg. Upon receipt of the same a 1099 form will be issued to Rabbi Ginzberg and will be forwarded to the Internal Revenue Service as required by law.

During our conversation this morning you indicated your surprise at my comment concerning the manner in which the address of my firm was listed on the initial set of papers served upon my office. So that you can understand why I reacted in the manner that I did, I am annexing hereto a photocopy of the mailing label affixed to the envelope in which the papers were mailed. You will note that the address

is 16 Dourt Street and that the mailer contained no zip code. That I received these papers is nothing short of a miracle.

Very truly yours,

ISRAEL GOLDBERG

IG/bc

FRENKEL & HERSHKOWITZ
ATTORNEYS AT LAW
319 FIFTH AVENUE
NEW YORK, NEW YORK 10016
(212) 679-4666
TELECOPIER: (212) 889-5072

DAVID FRENKEL
JOSHUA GLIKMAN
JOSEPH M. HERSHKOWITZ
HERSCHEL KULEFSKY
DAVID SCHICK
B. DAVID SCHREIBER
BERNARD A. SHAFRAN
ARTHUR R. SISSER

DAVID A. BARNETT•••
HAROLD F. BERNSTEIN••
MARC L. BRICK
JEFFREY A. MEDETSKY•
MICHAEL SILBERBERG•

•also admitted in New Jersey
••also admitted in Connecticut
•••also admitted in New Jersey and California

WRITER'S DIRECT DIAL NUMBER

WRITER'S DIRECT TELECOPIER NUMBER

April 13, 1992

Israel Goldberg, Esq.
Sunshine and Goldberg
16 Court Street
Brooklyn, New York 11241

Re: Garfunkel v. Schwartz

Dear Mr. Goldberg:

Your letter of March 31, 1992 has been referred to me.

Please be advised that in accordance with the agreement of all parties concerned, I am informed that fees normally to have been earned by Rabbi Ginzberg in connection with the work performed by him on behalf of the corporation, and its trustees, was waived in favor the Gemach Rav Chesed.

Should you have any further questions in connection with this matter please do not hesitate to contact the undersigned.

Sincerely yours,

Joseph M. Hershkowitz

JMH:gg

SUNSHINE AND GOLDBERG
ATTORNEYS AT LAW
16 COURT STREET
BROOKLYN, NEW YORK 11241

(718) 625-2022

JEFFREY SANDER SUNSHINE, (N.Y., MASS.)
ISRAEL GOLDBERG

April 16, 1992

Joseph M. Hershkowitz
Frankel & Hershkowitz
319 Fifth Avenue
New York, New York 10016

Re: Garfunkel v. Schwartz

Dear Mr. Hershkowitz:

I am in receipt of your letter of April 13, 1992.

I am advised that Keser Shel Tora has paid fees directly to Rabbi Ginzburg with the draft made out to his name. If Rabbi Ginzburg thereafter made a donation of his fees to a charity that would need to be reflected his personal tax return but it in no way relieves the charitable organization of the obligation to provide him with a 1099 statement.

I am not in a position to agree or disagree as to whether the fees paid to Rabbi Ginzburg were on consent of all parties concerned.

Should you have any further questions in connection with this matter please do not hesitate to contact the undersigned.

Very truly yours,

ISRAEL GOLDBERG

IG/bc

Check 1 — $1000

SEPT 11 1987

PAY TO THE ORDER OF RABBI HIRSCH M. GINZBERG $1,000—

One thousand DOLLARS

Bank Leumi Trust Company of New York

(1)

026002794 6211486 7 01 0104 0000100000

Check 2 — $1000

ARON SCHWARTZ 185

SEP 4 1984

PAY TO THE ORDER OF RABBI GINSBERG $1,000

One thousand DOLLARS

Bank Leumi Trust Company of New York

(2)

026002794 6209706 7 06 0185 0000100000

Check 3 — $650

KESER SHEL TORAH 0275

FEB 13 1990

PAY TO THE ORDER OF KOLEL OHEL ELIMELECH $650

Six hundred fifty DOLLARS

Bank Leumi Trust Company of New York

(3)

026002794 6211486 7 01 0275 0000065000

Check 4 — $650

KESER SHEL TORAH 0274

FEB 20 1990

PAY TO THE ORDER OF KOLEL OHEL ELIMELECH $650-

SIX HUNDRED FIFTY DOLLARS

Bank Leumi Trust Company of New York

(4)

026002794 6211486 7 01 0274 0000065000

Check 5 — $650

KESER SHEL TORAH 0278

MAR 4 1990

PAY TO THE ORDER OF CONG OHEL ELIMELECH $650

Six hundred fifty DOLLARS

Bank Leumi Trust Company of New York

(5)

026002794 6211486 7 01 0278 0000065000

Check 6 — $700

KESER SHEL TORAH 0286

MAR 1 1990

PAY TO THE ORDER OF Rabbi Ginsberg $700—

Seven Hundred DOLLARS

Bank Leumi Trust Company of New York

(6)

104 C-5

PAY TO THE ORDER OF Rabbi Ginzberg $ 700 —
Seven Hundred DOLLARS
Bank Leumi Trust Company of New York
MEMO (7)
⑆026002794⑆ 62114867⑈01 0292

$700

0297
KESER SHEL TORAH
4/9/90 19 1-279/260
PAY TO THE ORDER OF Rabbi Ginzberg $ 600 $\frac{00}{XX}$
Six Hundred DOLLARS
Bank Leumi Trust Company of New York
MEMO (8)
⑆026002794⑆ 62114867⑈01 0297 ⑈0000060000⑈

$600

0305
KESER SHEL TORAH
APR 22 19 90 1-279/260
PAY TO THE ORDER OF Kolel Ohel Elimelech $ 600 —
Six Hundred DOLLARS
Bank Leumi Trust Company of New York
MEMO (9)
⑆026002794⑆ 62114867⑈01 0305 ⑈0000060000⑈

$600

0314
KESER SHEL TORAH
JUN 14 19 90 1-279/260
PAY TO THE ORDER OF Rabbi Ginsberg $ 800 —
Eight Hundred DOLLARS
Bank Leumi Trust Company of New York
MEMO (10)
⑆026002794⑆ 62114867⑈01 0314 ⑈0000080000⑈

$800

0324
KESER SHEL TORAH
JUN 22 19 90 1-279/260
PAY TO THE ORDER OF Rabbi Ginsberg $ 650 —
Six Hundred Fifty DOLLARS
Bank Leumi Trust Company of New York
MEMO (11)
⑆026002794⑆ 62114867⑈01 0324 ⑈0000065000⑈

$650

0311
KESER SHEL TORAH
SEP 14 19 90 1-279/260
PAY TO THE ORDER OF Rabbi Ginzberg $ 750 $\frac{00}{xx}$
Seven hundred fifty DOLLARS
Bank Leumi Trust Company of New York
MEMO (12)
⑆026002794⑆ 62114867⑈01 0311 ⑈0000075000⑈

$750

PAY TO THE ORDER OF RABBI GINSBERG $ 700.00
Seven hundred DOLLARS
Bank Leumi TRUST COMPANY OF NEW YORK
MEMO (13)
Azar Schwartz
⑆026002794⑆ 62114867⑈01 0334 ⑈0000070000⑈

$700

KESER SHEL TORAH 0339
Nov 6 19 90 1-279/260
PAY TO THE ORDER OF Ralph Ginsberg $ 750.00
Seven hundred fifty DOLLARS
Bank Leumi TRUST COMPANY OF NEW YORK
MEMO (14)
Azar Schwartz
⑆026002794⑆ 62114867⑈01 0339 ⑈0000075000⑈

$750

KESER SHEL TORAH 0341
DEC 6 19 90 1-279/260
PAY TO THE ORDER OF RABBI GINZBERG $ 750.00
Seven hundred fifty DOLLARS
Bank Leumi TRUST COMPANY OF NEW YORK
MEMO (15)
Azar Schwartz
⑆026002794⑆ 62114867⑈01 0341 ⑈0000075000⑈

$750

KESER SHEL TORAH 0330
FEB 5 19 91 1-279/260
PAY TO THE ORDER OF RABBI H. GINSBERG $ 700.00
Seven hundred DOLLARS
Bank Leumi TRUST COMPANY OF NEW YORK
MEMO (16)
Azar Schwartz
⑆026002794⑆ 62114867⑈01 0330 ⑈0000070000⑈

$700

KESER SHEL TORAH 0355
FEB 11 19 91 1-279/260
PAY TO THE ORDER OF RABBI H. GINSBERG $ 850.00
Eight hundred fifty DOLLARS
Bank Leumi TRUST COMPANY OF NEW YORK
MEMO (17)
Azar Schwartz
⑆026002794⑆ 62114867⑈01 0355 ⑈0000085000⑈

$850

KESER SHEL TORAH 0362
FEB 19 19 91 1-279/260
PAY TO THE ORDER OF RABBI H. GINSBERG $ 800.00
Eight hundred DOLLARS
Bank Leumi TRUST COMPANY OF NEW YORK
MEMO (18)
Azar Schwartz
⑆026002794⑆ 62114867⑈01 0362 ⑈0000080000⑈

$800

JOSEF WEISSHAUS
GIZELLA WEISSHAUS
207 LEE AVENUE
BROOKLYN, NY 11206

July 18 1983 1504

1-7138
2260

Pay to the order of Kollel Ohel Elimelech $ 100 00 XX

One hundred dollars Dollars

Williamsburgh SAVINGS BANK
175 BROADWAY, BROOKLYN, N.Y. 11211

Memo Gizella Weisshaus

⑈ 226071389⑈ 026000240 711 1504 ⑈00000 10000⑈

JOSEF WEISSHAUS
GIZELLA WEISSHAUS
207 LEE AVENUE
BROOKLYN, NY 11206

Sep 30 83 1421

1-7138
2260

Pay to the order of Ohel Elimelech $ 300 00

Three hundred XX Dollars

Williamsburgh SAVINGS BANK
175 BROADWAY, BROOKLYN, N.Y. 11211

Memo

⑈ 226071389⑈ 026000240 711 1421 ⑈00000 30000⑈

JOSE F. WEISSHAUS

May 4 19 84 1595

1-7138/2260

Pay to the order of Rabbi Ginsburg $ 100 00

One hundred XX Dollars

Williamsburgh SAVINGS BANK
175 BROADWAY, BROOKLYN, N.Y. 11211

Memo

⑈ 226071389⑈ 026000240 711 1595 ⑈00000 10000⑈

PAY TO THE ORDER OF
BANK LEUMI TRUST COMPANY
OF NEW YORK
KOLEL OHEL ELIMELECH OF
K.Y.O. JERUSALEM
#10000274-01

PAY ANY BK., BKR., OR TRUST CO., P.E.G.
1-279
B16T2
1-279
BANK LEUMI TRUST
COMPANY OF NEW YORK

MY '84 18
FRB NY

BANK LEUMI TRUST
COMPANY OF NEW YORK

ELIOT SPITZER
Attorney General

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

DIETRICH L. SNELL
Deputy Attorney General
Division of Public Advocacy

June 11, 2001

Ms. Gizella Weisshaus
203 Wilson Street
Brooklyn, N.Y. 11211

Re: Kolel Ohel Elimelech Rabbinical Seminary, Inc.

Dear Ms. Weisshaus,

Your Freedom of Information Law request has been received by the Charities Bureau of the New York State Department of Law. A copy of your request is attached. Your request cannot be processed because the documents you asked to review are not part of the files of the Charities Bureau.

If you have additional information about the organization whose files you wanted to see, please send it to the Registration Section, Charities Bureau, NYS Department of Law, 120 Broadway, New York, NY 10271.

If you have any questions regarding this matter please feel free to contact me.

Sincerely yours,

Michael J. Treadwell
Legal Assistant

A review of the Proxy Statement and Subscription offering reveals that the defendants were in substantial compliance with the requirements of 3 NYCRR § 86.14 as to the contents of the proxy statement, and that the information which plaintiffs claim was omitted either was included, or was not material to the deliberations of a reasonable shareholder.

Defendants were not required to inform plaintiffs of their equitable interest in the ownership of the bank's assets, since such ownership rights have been shown to be minimal and largely irrelevant to the transaction, as long as plaintiffs' accounts were maintained and continued in the new institution. Defendants were not required to inform plaintiffs as to any other conversions of mutual savings banks which may have taken place, or to describe other forms which the conversion could take. Nor were defendants obligated to predict that plaintiffs would, or should, make a profit on the conversion, as such is not the case, and is, at best, speculative and potentially misleading.

Defendants were certainly not obligated to make predictions concerning the fluctuations of the stock market. It is common knowledge that stocks change in price, and the stock market crash made headlines worldwide. In addition, the stock subscription form included with the proxy materials contained several direct references to the then recent fall in stock prices in general, and First Empire stock in particular, including a comparison of prices at their highest and lowest during the period July to November, 1987, following the Board's approval of the plan. The volatility of the stock price was evident, as was the fact that the stock, as of November 1987, sold at a price below $46.50 a share. A reasonable reader could not help but reach the conclusion that the subscription price was no longer particularly favorable. This information is neither buried nor disguised in the financial material and was available to permit a reasonable appraisal of the plan.

The proxy statement was not tainted by material omissions, and the claims of fraud and breach of fiduciary duty arising from these alleged omissions have no basis. Plaintiffs' complaint, therefore, must be dismissed in its entirety.

If plaintiffs hoped to realize a profit from the conversion of East New York to a stock company, and from its merger with First Empire, it is not defendants who prevented those hopes from being realized. It was rather, the events of October 19, 1987. Sadly, plaintiffs are not alone in having sustained a loss because of the October 1987 crash. Plaintiffs, however, cannot seek recompense for their perceived losses from these defendants.

The motion to dismiss the complaint is granted and the clerk is directed to enter judgment in favor of the defendants reflecting this dismissal.

145 Misc.2d 571

Josef MEISELS, Petitioner,

v.

Alexander UHR a/k/a Chaim Uhr and Moses Uhr a/k/a Moshe Uhr, Respondents,

and

Tzvi Mayer Ginsberg, Menachem Zecharia Silber and Abraham Amram Meisels, Respondents–Arbitrators.

Supreme Court, Kings County, Civil Term, IAS Part 17.

July 13, 1989.

Vacation of arbitration award of rabbinical court was sought. The Supreme Court, Kings County, Civil Term, Golden, J., held that: (1) claim of limitation of arbitrator's power is not waived by virtue of objecting party's failure to move for stay of proceeding during arbitration proceeding; (2) under Judaic law applicable to rabbinical arbitration, issues to be submitted

must be specifically set forth in "Bill of Arbitration," and any decision on issue or dispute not specifically included in issues to be submitted to rabbinical arbitration as contained in note of arbitration renders determination of rabbinical panel void to extent that the decision passes on or renders judgment on the issues not specifically submitted; and (3) recitation of existence of disputes in preamble to consent to arbitration as matter of contract construction failed to constitute agreement as to specific terms and issues in dispute in arbitration and was invalid and a nullity for purposes of statutory requirements regarding written agreement to arbitrate.

Arbitration proceedings vacated.

1. **Arbitration** ⇐73.7(1)

In judicial review of arbitration decision, court may concern itself with only two threshold issues; whether valid arbitration agreement has been made by parties, and whether that agreement has been complied with.

2. **Arbitration** ⇐73.7(1)

Where petitioner seeking vacation of rabbinical court's arbitration award raised claims of excessiveness, court had to review and determine whether "Bill of Arbitration" by its terms accomplished its statutory task of acting as jurisdictional document satisfying statutory requirements with respect to written arbitration agreement or written submission agreement. McKinney's CPLR 7501 et seq.

3. **Arbitration** ⇐46

Claim of limitation of arbitrator's power is not waived by virtue of objecting party's failure to move for stay of proceeding during arbitration proceeding.

4. **Arbitration** ⇐7.4, 57

Under Judaic law applicable to rabbinical arbitration, issues to be submitted must be specifically set forth in "Bill of Arbitration," and any decision on issue or dispute not specifically included in issues to be submitted to rabbinical arbitration as contained in note of arbitration, renders determination of rabbinical panel void to extent that the decision passes on or renders judgment on the issues not specifically submitted.

5. **Arbitration** ⇐6

Generally, if parties at any point seek to avail themselves of statutory provisions for enforcement of arbitration award, parties must comply with statutory requirements with respect to written arbitration agreement or written submission agreement, so agreement must set forth specifically those disputes that arbitrator shall resolve and give recognition to mutuality of parties' consent to arbitration. McKinney's CPLR 7501 et seq.

6. **Arbitration** ⇐2.1, 83.1, 84

Effect of having arbitration agreement which does not comply with statutory requirements is that agreement and arbitration remain only common-law proceeding with unenforceable award; deficient agreement of arbitration denies arbitration award the right of New York state court enforcement or entry of judgment based upon the award. McKinney's CPLR 7501 et seq.

7. **Arbitration** ⇐6

If written agreement for rabbinical arbitration fails to comply with statutory requirements, rabbinical decision then becomes unenforceable in state court for any purpose, and any defect in award, either procedural or substantive, should not be resolved by court. McKinney's CPLR 7501 et seq.

8. **Arbitration** ⇐71

If "Bill of Arbitration" regarding rabbinical arbitration were found defective by court, under statutory requirements, arbitration as submitted to rabbinical panel was itself defective, and no purpose would be served by referring the matter back to religious forum to correct arbitration defect. McKinney's CPLR 7501 et seq.

9. **Arbitration** ⇐6

If court finds that agreement for rabbinical arbitration fails to comply with statute or that there is no valid written submission to arbitration, court is empowered to disregard rabbinical arbitration decision

and leave parties to pursue matter in appropriate plenary action or attempt to resubmit matter to rabbinical panel in statutorily recognizable fashion. McKinney's CPLR 7501 et seq.

10. Arbitration ⇐6

"Bill of Arbitration" with or without irrevocable consent to arbitrate, taken together or independently, must contain statement of what issues parties agreed to arbitrate for the Bill to meet statutory requirements with respect to submission of dispute to rabbinical arbitration forum, and if documents failed to set forth adequately, and with requisite degree of specificity, those particular disputes and issues which parties intended to submit to arbitration, the documents were inadequate as matter of general contract construction. McKinney's CPLR 7501 et seq.

11. Arbitration ⇐6

Language of "Bill of Arbitration" was too broad and vague and failed to inform court of any understanding regarding scope and nature of issues and disputes to be submitted to rabbinical arbitration forum, so was fatally deficient under statutory requirements, even if the parties had adequately expressed and conveyed to the rabbinical forum their understanding and intent regarding matters to be arbitrated. McKinney's CPLR 7501 et seq.

12. Arbitration ⇐6

Generally, broad language arbitration clauses found in commercial agreements must be clear and contract must encompass subject matter of particular dispute.

13. Arbitration ⇐6

In separate "Bill of Arbitration," language of agreement to arbitrate must be such that court can glean from agreement clear intent for panel to resolve specific issues and disputes, to satisfy statutory requirements. McKinney's CPLR 7501 et seq.

14. Arbitration ⇐6

Agreement to arbitrate must be express, direct, and unequivocal as to issues or disputes to be submitted to arbitration, particularly when limited arbitration claus is at issue.

15. Arbitration ⇐6

Recitation of existence of disputes in preamble to consent to arbitration as matter of contract construction failed to constitute agreement as to specific terms and issues in dispute in arbitration and was invalid and a nullity for purposes of statutory requirements regarding written agreement to arbitrate. McKinney's CPLR 7501 et seq.

Dreyer and Traub (Stuart M. Fischman, of counsel), New York City, for petitioner Josef Meisels.

Meissner, Kleinberg & Finkel by George Meissner, Milton Gross, Peter Close, New York City, for respondents Alexander Uhr and Moses Uhr.

STATEMENT OF FACTS

ELLIOTT GOLDEN, Justice.*

Petitioner moves by Order to Show Cause for an order vacating an arbitration award of a rabbinical court (Beth-Din).

The underlying facts which give rise to the disputes herein are as follows: The Petitioner, Josef Meisels, and the Respondents, Alexander and Moses Uhr, were business associates, having formed a partnership or partnerships through which they purchased, operated and owned three parcels of realty: one each located in New York County, Kings County, and Queens County. At some point in time and as a result of allegations of fraud and mismanagement, etc., against each other, they decided to terminate the partnership. They apparently negotiated a settlement by which the interests of the Uhrs were purchased by Mr. Meisels, and all other claims in dispute between them were allegedly resolved.

It is alleged by the Uhrs that the Petitioner, after entering into the agreement, seized full control over the two remaining Kings and Queens county properties, had

* Edited by the Court for purposes of publication.

excluded the Uhrs from the operation of the properties and had withheld income rightfully due them from the said properties. The Uhrs further contend that a second document attached to the executed July 17, 1987, agreement is an adjustment sheet which indicates that an additional $52,000 was due the Uhrs. The document bears signatures which appear to be the Petitioner, Mr. Meisels, and the Respondents, the Uhr brothers.

As a result of these alleged disputes, the substance and full extent of which, prior to January 21, 1988, are not fully developed in the motion papers, a meeting was held on that date. Present at the meeting were the parties, their attorneys or advocates, and Rabbi Meisels. After a discussion among those present, the parties entered into the January 21, 1988 "Irrevocable Consent to Arbitrate", and as will be more fully developed hereinafter, agreed to submit certain *unspecified* disputes to a Beth-Din (Tribunal) to be constituted by Rabbi Meisels and two other Rabbis to be elected by him.

Thereafter on February 22, 1988, a three-judge tribunal consisting of the above-named rabbis convened its initial session. At this first session a Bill of Arbitration was drafted and executed which contained a consent to the choice of the three individual rabbis named and a concurrence with their authority to conduct the proceeding to resolution. As one of its initial acts the tribunal was called upon to vacate three prior writs of disobedience (siruvs) issued against the Petitioner by previously consulted Beth-Dins. The Beth-Din, as a result of this request for interim relief and in consideration of Petitioner's submission to the Beth-Din, issued several interim orders.

Between February 21, 1988 and June 12, 1988, over a dozen sessions were held. It would appear that in accordance with common practice, and accepted Judaic procedures related to Beth-Din proceedings (and in accordance with the terms of the Bill of Arbitration), the Beth-Din held independent discussions with both parties regarding a possible settlement of the dispute. It is conceded that Jewish and civil law acknowledges the propriety of these discussions and they were consented to with the knowledge of all parties involved. A written award was ultimately made on June 23, 1988, and delivered to all the parties.

After the June 23, 1988, award was announced, it is alleged by Respondents that the rabbinical advocates for the parties expressed confusion as to the mechanics of the option and requested a clarification. Thus, it is alleged that in compliance with the request of both parties the Beth-Din on June 28, 1988, issued a "nisspoch" or appendix to the award of June 23, 1988, which allegedly clarifies the mechanics of executing the judgment of the Beth-Din. Then again, on August 31, 1988, an additional document was issued by the Beth-Din. The effect and status of this document is also in dispute.

ARBITRATION AS A DISPUTE RESOLUTION DEVICE

The use of arbitration in dispute resolution situations has proliferated over the last three decades. Not only has there been an increase in the number of arbitrations in the traditional arbitration forums, there has also been a proliferation in the establishment of both governmental and private forums and panels. We have seen the establishment of specialized rules and procedures for conducting arbitrations within limited associations and organizations. With the establishment of trade associations, commercial dealers and contractors groups and extensive and sophisticated pension plans has come the creation of dispute resolution mechanisms tailored to the unique problems and rules governing each of these organizations. The need for expansion of arbitrations as a method of resolving intragroup conflicts is well recognized. That is especially true when you factor in the proliferation of state court litigation. Were state courts required to absorb the explosion of dispute resolution situations created by these contractual rights contests, the system would be bogged down. Already overburdened facilities and resources would be taxed beyond acceptable limits.

The necessity for an alternate mechanism for dispute resolution is clear and the establishment of a general public policy to this end has clearly been adopted.

The relaxation of legal formalities has been accepted as tradeoff for a simplified expedited resolution process; but there should not be a relaxation of the requirements of fairness and impartiality and the requisite mandate of doing "substantial justice under the circumstances."

In the instance before this court we have an arbitration forum whose history predates by hundreds of years the development of more sophisticated legal and quasi-legal forums. While we should give due recognition to the Beth-Din's rich history, and positive influence on modern legal institutions, we should also give recognition to its unique extra judicial role. It is a forum created to minister to the judicial needs of a unique religious community. The Beth-Din is a specialized forum created and constituted to apply two legal disciplines. The Beth-Din must balance substantive and procedural principles so as to satisfy both Judaic Law and decisional mandates and New York procedural rules for recognition of its judgment.

[1] In this court's view, analysis of the matter before us must begin with consideration of the scope of its review. It is well settled that this court may concern itself with only two threshold issues: Whether a valid arbitration agreement has been made by the parties, and whether the agreement has been complied with. (See *Matter of County of Rockland v. Primiano Constr. Co.*, 51 N.Y.2d 1, 431 N.Y.S.2d 478, 409 N.E.2d 951).

THE AGREEMENT OF ARBITRATE

[2] This court has received and reviewed controlling documents, and believes there are substantial questions both as to the validity of the Bill of Arbitration as well as the breadth and scope of the arbitration agreements. Since there are claims of excessiveness raised by Petitioner, this court, within the permissible bounds of CPLR Article 75, must review and determine whether by its terms, the "Bill of Arbitration" accomplishes its statutory task, i.e., becomes the jurisdictional document that meets the standards of CPLR § 7501.

[3] It has been held that:

"[Initially this court must] determine whether [the contracting] parties have agreed to submit their disputes to arbitration [and which disputes those are] and, if so, whether the disputes [as submitted] generally come within the scope of the arbitration agreement." (See *Sisters of St. John the Baptist Providence Rest Convent v. Phillips R. Geraghty Construction Inc.*, 67 N.Y.2d 997, 998, 502 N.Y.S.2d 997, 494 N.E.2d 102).

Further, a claim of limitation of the arbitrator's power is not waived by virtue of the objecting party's failure to move for a stay of the proceeding during the proceeding. Applications for a stay of arbitration during the proceeding generally will not be granted unless the entire controversy is non-arbitrable. Therefore, although neither party has raised an objection to the validity of the arbitration agreement it is no impediment to the court's review at this time.

The facts show that petitioner Joseph Meisels and Alexander and Moses Uhr, the Respondents herein, signed a document which purports to be an agreement to arbitrate. Although the document submitted is undated, the parties conceded it was signed on January 21, 1988. This document is written on a plain lined piece of paper without letterhead in Talmudic Hebrew. On page two of the document there appears three signatures in both Hebrew and English. According to the translation submitted, the January 21, 1988, document appears to be an agreement by the parties herein to submit themselves to a "Beth-Din * * * on all the disputes between them and as well on three buildings" previously enumerated. After reciting symbolic consideration, the January 21, 1988 agreement contains a provision that the parties undertook to appear before a three-rabbi tribunal, two of which were to be subsequently chosen by Rabbi Abraham Meisels. It fur-

ther provides that once the Beth-Din was constituted it would commence proceedings no later than February 21, 1988. As a further provision of the January 21 agreement, the parties agreed not to "address any (non-religious) civil tribunals even for the mere purpose of injunction" without the permission of the above-mentioned (tribunal) "Beth-Din." This restriction on the parties' rights is further qualified by a penalty clause, which provides that any resort to a civil tribunal which "may cause a loss to his adversary" and/or that party does not obey the Beth-Din, under the discretion and authority of the Beth-Din "as seen by the Beth-Din * * * shall have deprived himself from any right that he has in these assets (it is assumed the three buildings) and that the 'Beth-Din' may grant a judgment accordingly." Based upon this default provision, the Beth-Din could enter judgment of default and the party in whose favor it would issue could resort to a civil tribunal to enforce this judgment of violation.

It is necessary for this court to review the effect of the January 21, 1988, agreement in conjunction with the document referred to in the submissions as the "Bill of Arbitration". Before this court passes on the meaning and effect of this earlier document, the court feels it appropriate to set forth the terms of the Bill of Arbitration. This second document apparently was signed on February 22, 1988, at the first session, or meeting of the full three-member panel of the Beth-Din. This Bill of Arbitration is a document that is required under traditional Jewish law in order to duly constitute and empower a Beth-Din arbitration and is alternately referred to herein as a Mediation Note or under its Hebrew title "Shtar Berurin".

The "Bill of Arbitration" provides a consent to an arbitration before three individually-named Rabbi judges, including Rabbis Silber and Ginsberg, who apparently had by then been designated by Rabbi Meisels. The Bill of Arbitration contains a further agreement that the parties "undertook" upon themselves to fulfill the judgment to be granted by the tribunal without complaint or reservation. There is also reference to an earlier agreement made between the parties and executed in front of Rabbi Meisels. Although not specifically described, the court assumes this reference is to the January 21, 1988, agreement to arbitrate although not specifically identified.

The effectiveness of the arbitration agreement as a jurisdictional document must be viewed both in the context of CPLR § 7501 as well as applicable religious legal tenets. We turn first to the Judaic legal requisites of a "Shtar Berurin." Jewish judicial and arbitral institutions have come to serve Orthodox Jews regardless of their country of domicile. Throughout their development, special rules and procedures have also developed. It is generally recognized these Din Torahs are governed by Talmudic and Judaic law for procedural form and structure. Although many rules are at variance with New York procedural law, the one requirement common to both is the necessity for a properly drafted agreement. Jewish tradition and law required that a Note or Bill of Arbitration must be drafted which memorializes a consent by the parties to submit to arbitration and which designates the form of the proceeding.

[4] In more common forms of arbitration agreements the scope of the arbitration can be broad or can be limited, depending on the language of the arbitration clause. Arbitrable issues usually can be readily discerned from an underlying contract which contains the arbitration clause. But in a Beth-Din arbitration the issues to be submitted *must* be specifically set forth in the Bill of Arbitration. It is primarily because there is no underlying agreement which defines the legal issues reserved to arbitration. Thus under Judaic law, the separate agreement is equivalent to an arbitration clause but without the clearly defined issues which can be referred to Arbitration and it is recognized that, as to a Beth-Din tribunal, any decision on a issue or a dispute not specifically included in the issues to be submitted to the Beth-Din (as contained in the Note of Arbitration) renders the determination of the rabbinical panel void to the extent that it passes on or renders a judgment on issues *not specifically* submitted to it. (See Elon, Principles of Jewish Law, Arbitration).

[5] The requirement of a written arbitration agreement which is express and unequivocal as to the issues or disputes to be submitted to the Beth-Din is equally as important to New York State procedural law as it is to Judaic Law. As a general rule if the parties at any point seek to avail themselves of the statutory provisions of CPLR Article 75 for the enforcement of an arbitration award, they must comply with

statutory requirements with respect to a written arbitration agreement or written submission agreement. (*In the Matter of Hellman (Wolbrom)*, 31 A.D.2d 477, 298 N.Y.S.2d 540). The agreement must therefore set forth specifically those disputes that the arbitrators shall resolve as well as give recognition to the mutuality of the parties' consent to the arbitration.

[6–8] The effect of having an arbitration agreement which does not comply with CPLR § 7501 is that the agreement and arbitration remains only a common-law proceeding with an unenforceable award. A deficient agreement of arbitration will deny the award the right of New York State Court enforcement, or entry of judgment based upon the award. (*Hellman (Wolbrom), supra*). It has been further held (in *Hellman*,) that if the special proceeding (by way of religious court arbitration) was unauthorized, then to remand it to judicial hearing or back to the religious forum would bestow upon it a status which it does not presently enjoy. Stated another way, if the written arbitration agreement fails to comply with CPLR § 7501, the decision of the Beth–Din then becomes unenforceable in state court for any purpose. Any defect in the award, either procedural or substantive, therefore, should not be resolved by this court. Further, if this court finds the Bill of Arbitration is defective, the arbitration as submitted to the Beth–Din, is likewise defective, and then no purpose is served in referring it back to that religious forum to correct the defect.

[9] This court is empowered, upon a finding that the arbitration agreement fails to comply with CPLR § 7501, or that there is no valid written submission to arbitration, to disregard the decision and leave the parties to pursue the matter in an appropriate action (plenary) or attempt to resubmit it to the Beth–Din in a statutorily recognizable fashion. Certainly this does not account for, or consider the communal consequences that may result to the parties. We have seen the beginnings of such machinations as they have been exhibited to this court in the most recent papers submitted, and find such coercive attempts to stifle legitimate dissent to be patently offensive.**

[10, 11] The Bill of Arbitration with or without irrevocable consent to arbitrate, taken together or independently, must contain a statement of what issues the parties agreed to arbitrate for it to meet the requirements of CPLR § 7501. If the documents fail to set forth adequately, and with the requisite degree of specificity, those particular disputes and issues that the parties intended to submit to arbitration, as a matter of general contract construction they are inadequate. The voluminous affirmations submitted by the respective parties and the Rabbi panelists, indicates to this court that there was no clear definition and understanding by the parties of the issues to be resolved by the Tribunal. Although there may have been a general understanding of the dispute between the parties at the time the January 21, 1988 and February 1988 agreements were drafted and executed, the documents themselves fail to recite the requisite clear intent of the parties. Respondents, either by design or through confusion were unable to state to this court with specificity the basic issues presented to the Beth–Din for resolution. Although there may have been an understanding of the parameters of the submitted issues on January 21, 1988, and although Rabbi Meisels may have understood the scope and nature of the issues and the disputes when he drafted the Irrevocable Consent to Arbitrate, the language of the document is too broad and vague and thus fails to inform this court of that understanding. Even if the parties adequately expressed and conveyed to this court their understanding and intent on January 21, it would be insufficient. We must determine whether the award conforms to the issues defined in the written submission. We are not empowered to make a finding of fact as to the disputed understanding of the issues. The Bill of

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Arbitration on the face must evidence a mutual consent to the jurisdiction of the Beth-Din as to specific disputes clearly outlined and defined.

[12, 13] While we are mindful that broad language submissions of cases to arbitration have been held to be valid, this is not one of those situations where such language can bestow authority on an arbitration panel. Generally, broad language arbitration clauses as found in commercial agreements must be clear and the contract must encompass the subject matter of the particular dispute. See *Matter of Baime*, 88 A.D.2d 595, 449 N.Y.S.2d 775. In a separate "Bill of Arbitration", the language of the agreement must be such that the court can glean from it the clear intent for the Beth-Din panel to resolve specific issues and disputes. If the court, as here, cannot determine from the Bill of Arbitration what the specific disputes are, then it is equally clear that the arbitrator may engage in a process which will result in an award or a disposition of a party's rights which were never clearly intended to be submitted to the Beth-Din forum. It was therefore of the utmost importance that the Bill of Arbitration be specific and pinpoint issues for resolution.

[14] The law is clear that an agreement to arbitrate must be express, direct and unequivocal as to the issues or disputes to be submitted to arbitration. This principle is particularly applicable in the instance of a limited arbitration clause. (*Gangel v. De Groot*, 41 N.Y.2d 840, 393 N.Y.S.2d 698, 362 N.E.2d 249; *Shuffman v. Rudd Plastic Fabrics Corp.*, 64 A.D.2d 699, 407 N.Y.S.2d 565). As further stated in *Gangel*, 41 N.Y.2d at pg. 841, 393 N.Y.S.2d 698, 362 N.E.2d 249 "an arbitration [clause] must be read conservatively if it is subject to an equivocal reading ..."

[15] We therefore find that the Bill of Arbitration, dated February 21, 1988, is silent as to the issues to be considered by the Arbitration panel and thus is fatally deficient. Even if we were to read into this agreement by reference the terms of the January 21, 1988, agreement relating to "all the disputes between them as well as the three buildings ...", the description of the disputes therein is nonetheless legally insufficient. The requirement that a written arbitration agreement adequately comply with CPLR § 7501 is not met here and the parties have thus failed to properly submit their disputes to the Beth-Din. At best, in the January 21, 1988, agreement you have a recitation of the existence of disputes in the preamble, which as a matter of contract construction fails to constitute an agreement as to specific terms and issues in dispute, and is invalid and a nullity for all purposes under CPLR Article 75.

CONCLUSION

It is not without hesitation that this court would nullify the determination of a forum comprised of learned and dedicated rabbis which, as previously indicated, predates our modern judicial systems and has contributed immeasurably to our legal institutions. Nevertheless, and despite what this court perceives to have been a sincere attempt to resolve conflict, the flawed manner of the Beth-Din arbitration proceeding which is the subject of this controversy requires such a nullification, and suggests that stricter observance to secular requirements be adhered to. In so doing, the rich tradition and effective utilization of this revered dispute resolution institution can be enhanced and strengthened so as to effectively co-exist within a modern society.

The petition before this court seeks the vacature of a Beth-Din arbitration award allegedly rendered on June 12, 1988. A simple denial of the relief sought by the Petitioner upon a finding that no such award was rendered would have "begged the issue" and left totally unresolved a determination as respects the viability and validity of the actions taken by the arbitration panel. It is the actions of the arbitration panel which are sought to be reviewed by this petition, and anything less than a consideration of the entire event and the resultant determinations would be wholely inadequate. Furthermore, since the inception of these proceedings, and as an outgrowth thereof, the court has become aware of other litigation instituted by the Respondents herein, seeking to confirm as the Beth-Din's award the determination of June 23, 1988. Suffice it to say that the considerations and determinations relative to this proceeding are equally as relevant to, and determinative of the issues raised in the subsequent proceeding.

It is the decision of this court that the Petitioner's motion to vacate the arbitration award rendered by the Beth-Din arbitration panel herein as respects the dispute between the Petitioner and the Respondents be granted, upon the following determinations:

statutory requirements with respect to a written arbitration agreement or written submission agreement. (*In the Matter of Hellman (Wolbrom)*, 31 A.D.2d 477, 298 N.Y.S.2d 540). The agreement must therefore set forth specifically those disputes that the arbitrators shall resolve as well as give recognition to the mutuality of the parties' consent to the arbitration.

[6–8] The effect of having an arbitration agreement which does not comply with CPLR § 7501 is that the agreement and arbitration remains only a common-law proceeding with an unenforceable award. A deficient agreement of arbitration will deny the award the right of New York State Court enforcement, or entry of judgment based upon the award. (*Hellman (Wolbrom), supra*). It has been further held (in *Hellman*,) that if the special proceeding (by way of religious court arbitration) was unauthorized, then to remand it to judicial hearing or back to the religious forum would bestow upon it a status which it does not presently enjoy. Stated another way, if the written arbitration agreement fails to comply with CPLR § 7501, the decision of the Beth-Din then becomes unenforceable in state court for any purpose. Any defect in the award, either procedural or substantive, therefore, should not be resolved by this court. Further, if this court finds the Bill of Arbitration is defective, the arbitration as submitted to the Beth-Din, is likewise defective, and then no purpose is served in referring it back to that religious forum to correct the defect.

[9] This court is empowered, upon a finding that the arbitration agreement fails to comply with CPLR § 7501, or that there is no valid written submission to arbitration, to disregard the decision and leave the parties to pursue the matter in an appropriate action (plenary) or attempt to resubmit it to the Beth-Din in a statutorily recognizable fashion. Certainly this does not account for, or consider the communal consequences that may result to the parties. We have seen the beginnings of such machinations as they have been exhibited to this court in the most recent papers submitted, and find such coercive attempts to stifle legitimate dissent to be patently offensive.**

[10, 11] The Bill of Arbitration with or without irrevocable consent to arbitrate, taken together or independently, must contain a statement of what issues the parties agreed to arbitrate for it to meet the requirements of CPLR § 7501. If the documents fail to set forth adequately, and with the requisite degree of specificity, those particular disputes and issues that the parties intended to submit to arbitration, as a matter of general contract construction they are inadequate. The voluminous affirmations submitted by the respective parties and the Rabbi panelists, indicates to this court that there was no clear definition and understanding by the parties of the issues to be resolved by the Tribunal. Although there may have been a general understanding of the dispute between the parties at the time the January 21, 1988 and February 1988 agreements were drafted and executed, the documents themselves fail to recite the requisite clear intent of the parties. Respondents, either by design or through confusion were unable to state to this court with specificity the basic issues presented to the Beth-Din for resolution. Although there may have been an understanding of the parameters of the submitted issues on January 21, 1988, and although Rabbi Meisels may have understood the scope and nature of the issues and the disputes when he drafted the Irrevocable Consent to Arbitrate, the language of the document is too broad and vague and thus fails to inform this court of that understanding. Even if the parties adequately expressed and conveyed to this court their understanding and intent on January 21, it would be insufficient. We must determine whether the award conforms to the issues defined in the written submission. We are not empowered to make a finding of fact as to the disputed understanding of the issues. The Bill of

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Arbitration on the face must evidence a mutual consent to the jurisdiction of the Beth-Din as to specific disputes clearly outlined and defined.

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[14] The law is clear that an agreement to arbitrate must be express, direct and unequivocal as to the issues or disputes to be submitted to arbitration. This principle is particularly applicable in the instance of a limited arbitration clause. (*Gangel v. De Groot*, 41 N.Y.2d 840, 393 N.Y.S.2d 698, 362 N.E.2d 249; *Shuffman v. Rudd Plastic Fabrics Corp.*, 64 A.D.2d 699, 407 N.Y.S.2d 565). As further stated in *Gangel*, 41 N.Y.2d at pg. 841, 393 N.Y.S.2d 698, 362 N.E.2d 249 "an arbitration [clause] must be read conservatively if it is subject to an equivocal reading ..."

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CONCLUSION

It is not without hesitation that this court would nullify the determination of a forum comprised of learned and dedicated rabbis which, as previously indicated, predates our modern judicial systems and has contributed immeasurably to our legal institutions. Nevertheless, and despite what this court perceives to have been a sincere attempt to resolve conflict, the flawed manner of the Beth-Din arbitration proceeding which is the subject of this controversy requires such a nullification, and suggests that stricter observance to secular requirements be adhered to. In so doing, the rich tradition and effective utilization of this revered dispute resolution institution can be enhanced and strengthened so as to effectively co-exist within a modern society.

The petition before this court seeks the vacature of a Beth-Din arbitration award allegedly rendered on June 12, 1988. A simple denial of the relief sought by the Petitioner upon a finding that no such award was rendered would have "begged the issue" and left totally unresolved a determination as respects the viability and validity of the actions taken by the arbitration panel. It is the actions of the arbitration panel which are sought to be reviewed by this petition, and anything less than a consideration of the entire event and the resultant determinations would be wholely inadequate. Furthermore, since the inception of these proceedings, and as an outgrowth thereof, the court has become aware of other litigation instituted by the Respondents herein, seeking to confirm as the Beth-Din's award the determination of June 23, 1988. Suffice it to say that the considerations and determinations relative to this proceeding are equally as relevant to, and determinative of the issues raised in the subsequent proceeding.

It is the decision of this court that the Petitioner's motion to vacate the arbitration award rendered by the Beth-Din arbitration panel herein as respects the dispute between the Petitioner and the Respondents be granted, upon the following determinations:

1. The Petitioner herein has failed to sustain his burden of establishing bias or partiality on the part of the Beth–Din arbitration panel or any of its members.

2. No basis has been established to vacate the award by reason of the failure of the arbitrators to comply with the procedural requirements calling for themselves to be sworn, or for not having administered an oath to witnesses testifying before them inasmuch as the conduct of the parties constituted a waiver of those requirements.

3. No infirmity in the proceedings has been established as respects the Petitioner's claim of misconduct by either the parties or the arbitrators by reason of alleged "ex parte" discussion.

4. The arbitration proceedings and the panel's alleged determinations and awards are fatally flawed and are in all respects vacated by virtue of:

(a) The deficient consent to arbitrate of January 21, 1988, and Bill of Arbitration of February 22, 1988, in their failure to properly identify the issues or disputes to be resolved;

(b) The penalty and forfeiture provisions of said Bill of Arbitration read in conjunction with the earlier Consent to Arbitrate, which are so repugnant to public policy as to render them void and unenforceable;

(c) The failure to properly announce and/or deliver the alleged award of June 12, 1988, if in fact an award was then rendered;

(d) The excessive nature of the award rendered June 23, 1988 in rendering determinations beyond the scope of the intended authority of the Beth–Din, and which

(i) Was so imperfectly executed as to deny to the disputants a final and definitive award, and

(ii) Was impermissibly modified without adherence to legal requirements allowing therefor.

5. The check in the sum of $600,000 given by the Petitioner as a deposit, and held by the Beth–Din, shall forthwith be returned to the Petitioner inasmuch as there is no legally cognizable proceeding before the arbitration panel which gives them the right to retain the same.

[Portions of opinion omitted for purposes of publication.]

145 Misc.2d 525

In the Matter of the Paternity Proceeding,

A.T., Petitioner,

v.

M.K., Respondent.

Family Court, Westchester County.

Oct. 20, 1989.

Paternity suit was brought. Petitioner moved for summary judgment. The Family Court, Westchester County, Tolbert, J., held that finding of paternity in putative father's defamation action did not collaterally estop relitigation of issue of paternity.

Motion denied.

1. Judgment ⇐644

Finding of paternity in putative father's defamation action did not collaterally estop relitigation of issue in paternity action, even though defamation court judge recognized that finding of paternity required proof by clear and convincing evidence and stated that results of DNA (deoxyribonucleic acid) test indicating probability of paternity of 99.993 percent were conclusive; defamation court did not consider sexual access, credibility of parties and witnesses, marriage status, sexual promiscuity, and admissions or statements as to paternity; and results of DNA were not conclusive in paternity suit. McKinney's Family Court Act § 532.

2. Judgment ⇐713(1)

Putative father's insufficient opposition to defendant's summary judgment motion in defamation action was immaterial to whether finding of paternity in defamation action collaterally estopped relitigation of issue in paternity suit.

3. Children Out-of-Wedlock ⇐6

Results of blood genetic marker test are not conclusive and cannot be sole basis for declaring paternity. McKinney's Family Court Act § 532.

State Judge Is Arrested

AP Photo

OLD FRIENDS. Chief Judge Sol Wachtler with Gov. Cuomo in May. Cuomo once said, "I like him as a person . . . I don't like him as a lobbyist and a politician."

Sol Wachtler, New York's influential chief judge and a powerhouse in state politics for more than two decades, was arrested yesterday by the FBI on charges that he harassed his ex-lover, tried to extort money from her and threatened her daughter, officials said.

This was reported and written by members of the New York Newsday staff.

Wachtler was arrested at 1:50 p.m. on the Long Island Expressway as he was driving to his Nassau County home from Manhattan, authorities said.

They indicated he would be charged with harassing the woman — who was not named in the federal complaint — and attempting to extort money from her, law enforcement officials said. In addition, they said, he was charged [illegible] pay the money. Authorities said the woman had ended the affair with Wachtler, a married multimillionaire, last year.

Wachtler was arraigned yesterday evening. A judge ordered that he be taken to a hospital with a psychiatric ward after prosecutors asked that he be confined on grounds of "dangerousness" to another person.

Paul D. Montclare, Wachtler's attorney, said, "This offense has nothing to do with Judge Wachtler's public life. It's purely a personal matter — he's under an enormous amount of stress."

The officials said that Wachtler was connected to five overt acts starting in May. Among the allegations against Wachtler are that he sent the woman's daughter an anonymous greeting card containing sexual references; that he mailed the woman a card containing a condom; that he hired a private investigator to dig up dirt on her new boyfriend; and that he called her repeatedly to harass her.

The incidents built up to an alleged extortion attempt in which he demanded that the woman leave $20,000 in the basement of a Manhattan building for him to pick up. The money was left there yesterday. Wachtler did not pick it up.

Among the incidents described by federal officials leading to the conspiracy charge are an incident in [illegible] apartment in New York City hired a private investigator to attempt to blackmail the woman and her new boyfriend.

William Fleming, an FBI agent, said in an affidavit that the two had an "intimate" relationship.

Among the techniques used by the FBI in its investigation was a special unlisted phone in the woman's Manhattan apartment that they listened in on and that Wachtler allegedly called.

In addition, he was watched while on a trip to Reno, Nev., where one of the calls allegedly originated, and fingerprints were checked on a phone near Long Island Jewish Hospital that he allegedly used to call her.

At one point, on the special phone, a call came in from a mobile phone that was used by Wachtler, authorities said. In another call to the special phone, a mechanical device was used to alter the caller's voice, and the woman told authorities that Wachtler liked to use such gadgets.

He also allegedly sent a letter to her on Oct. 7 saying, "You're not going to see your daughter again." It was signed, "I'm a sick and desperate man."

"I'm stunned, absolutely stunned," said Brooklyn District Attorney Charles J. Hynes when told of the charges against Wachtler last night. "He's a good friend. I don't know what else to say."

The action was to be detailed in a late evening press conference at 26 Federal Plaza in lower Manhattan. Those in attendance included James Fox, assistant FBI director; James Esposito, special agent in charge of the Newark, N.J., FBI office; Otto Obermaier, U.S. attorney for the Southern District of New York; and Michael Chertoff, U.S. attorney for the District of New Jersey.

Wachtler and Cuomo: Personal Friends, Political Adversaries

By Patricia Hurtado
STAFF WRITER

Chief Judge Sol Wachtler is as well known for his close friendship with the governor as for his role as the state's top judge.

"I like him as a person; I like him as a judge," Cuomo once said of Wachtler. "I don't like him as a lobbyist and a politician."

Wachtler, 62, and Cuomo have been friends for years — at least since the mid-70s — when Cuomo was secretary of state and and later lieutenant governor, and Wachtler was an associate justice on the state Court of Appeals. In 1985, Cuomo named Wachtler his chief judge, which some political insiders viewed as a shrewd move to neutralize a future political rival.

Wachtler draws an annual salary of $120,000 in a term that does not expire until 1999. He shares early Brooklyn roots with Cuomo, having been born in that borough on April 29, 1930. Wachtler left the city early in childhood and lived in eight states because of his father's business transfers.

The judge is married to the former Joan Wolofsoff, a teacher at the C.W. Post Campus of Long Island University. The Wachtlers own a home in Manhasset, L.I., and have four children.

Wachtler began his political career in 1957 when he became a Republican committeeman from Great Neck, L.I. He was elected to the State Supreme Court in 1968 and joined the state Court of Appeals in 1972.

1731 51st STREET
BROOKLYN, N.Y. 11204
Tel.: 854-2848

FOREIGN LANGUAGES

OUT OF TOWN OFFICE:
P.O. BOX 173
SPRING VALLEY, N.Y. 10977
Tel.: 914-354-8176

CERTIFIED TRANSLATION FROM THE Y i d d i s h LANGUAGE

By help of G-d

On the day after Shevuos 5721 (May 23. 1961.)

We, the undersigned, Mr Yisroel Zindel Weisshaus and Mr. Yuda Gandl, made an agreement -- that in the house of 207 Lee Ave, which was sold by Mr. Weisshaus to Mr. Gandl, the half of the house will be the property of Mr. Weisshaus and the half of it the property of Mr. Gandl.

That is, Mr. Weisshaus has the right to live in, or to sell or to rent the first floor Apt.2. -- and Mr. Gandl has the right to live in, or to sell or to rent the ground floor apartment No.1.

The top floor and the cellar will be rented in partnership. In case one of us wants to sell his part, then his partner is the first buyer. It can be sold only to such a person to whom the partner is also consenting.

Signatures.

CERTIFICATE OF ACCURACY

"TARGEM" TRANSLATION SERVICE

— ADDRESS AND TELEPHONE AS ABOVE —

On this day personally appeared before me, a Notary Public in and for the aforementioned State and County,

Mr. Moshe Benyona ----- who after being duly sworn, deposes and says:

1. That he (she) is a translator of the Hebrew/Yiddish ENGLISH languages.
2. That he carefully prepared the attached English translation of the annexed document written in the Hebrew/Yiddish tongue.
3. That the said translator is a correct and true rendering of such document and the whole thereof.

Subscribed and affirmed to before me this 12 day of Oct. 19 89

City of Brooklyn
County of Kings
State of New York

Signature of translator

"10"

[illegible] ר׳ זיידל [illegible] ניט [illegible] און [illegible]

[illegible] וויסנדיג [illegible] אויך [illegible]

זיינען [illegible] האָט [illegible] א [illegible]

וואָס [illegible] ווי [illegible]

[illegible] פֿאַר [illegible] ר׳ לייב [illegible] און [illegible]

זיינען [illegible] און אויך דעם [illegible]

מאָל [illegible] 8600 [illegible] פֿאַר ר׳ זיידל [illegible] 3300 $

און דעם איבערגעבן אויך צו א [illegible]

ר׳ זיידל [illegible] נעמען דעם איבערשטער [illegible] און [illegible]

[illegible] ווער [illegible] האָבן [illegible] טויזנט דאָלער

שוין באַצאָלט דעם [illegible]

[illegible] דורך [illegible] פֿאַר זיך

[illegible] וואָס [illegible] מוזן [illegible]

[illegible] דורך דער [illegible] באַצאָלן [illegible]

[illegible] ניט נעמען [illegible]

[illegible] קללה

דערפֿאַר האָט ר׳ זיידל [illegible] 100.00 $

[illegible]

exhibit [illegible]

Exhibit G

Exhibit H

Exhibit C

Exhibit D

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 23rd day of May, nineteen hundred and sixty-one

BETWEEN GIZELLA WEISSHAUS, residing at 207 Lee Avenue, Brooklyn, New York

party of the first part, and GIZELLA WEISSHAUS, residing at 207 Lee Avenue, Brooklyn, New York and JUDA GANDL, Residing at 129 Clymer Street, Brooklyn, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at a point on the Easterly side of Lee Avenue distant 60 feet Southerly from the corner formed by the intersection of the Easterly side of Lee Avenue with the Southerly side of Heyward Street; thence EASTERLY parallel with Heyward Street and part of the distance through a party wall, 75 feet; thence SOUTHERLY parallel with Lee Avenue 20 feet; thence WESTERLY parallel with Heyward Street and part of the distance through a party wall, 75 feet to the Easterly side of Lee Avenue; thence NORTHERLY along the Easterly side of Lee Avenue, 20 feet to the point or place of Beginning. Premises known as 207 Lee Avenue, Brooklyn, N. Y.

Subject to a first mortgage now a lien on said premises in the amount of $10,750.00 held by HELEN POLLAK.

Being the same premises heretofore conveyed to the party of the first part herein by deed recorded April 1, 1960 in Liber 8812 cp 330. GIZELLA WEISSHAUS ONE OF THE PARTIES OF THE SECOND PART IS THE SAME INDIVIDUAL WHO IS THE PARTY OF THE FIRST PART

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

CITY REGISTER

personally came Gisella Weissbaus

to me known to be the individual described in and who executed the foregoing instrument and acknowledged that [illegible] executed the same.

[signature]

[illegible]
Notary Public, State of New York
No. 24-3758075
Qualified in Kings County
Commission Expires March 31, 1962

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the

of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

LD 11167 / A 6 37

[illegible] TO [illegible]

Bargain and Sale Deed

With Covenant Against Grantor's Acts

The land affected by the within instrument lies in Section 8 in Block 8232 on the Land Map of the County of Kings

NOT TAXABLE

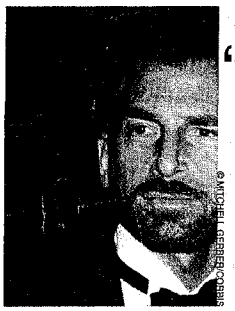
OFFICE OF CITY REGISTER
Kings County
RECORDED IN DEEDS
[illegible] hand and official seal
CITY REGISTER

MAY-24-61 88094

RETURN BY 45617

CITY REGISTER

City Register

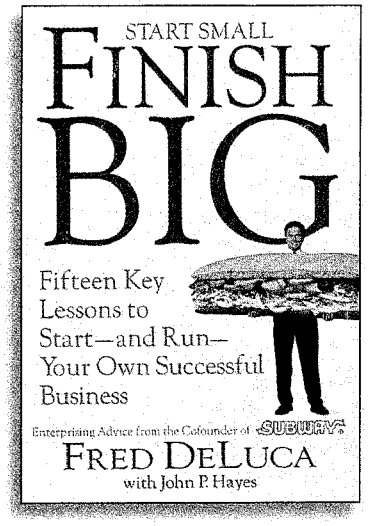


WORTH REPEATING

"All of us who believe in the right to own property, and therefore in the sanctity of copyright, will be fiercely aggressive in this area. We will take our fight to every territory, in every court in every venue, wherever our fundamental rights are being assaulted and attacked."

— FROM A SPEECH CONDEMNING INTERNET MUSIC PIRACY BY **EDGAR BRONFMAN JR.**, CEO OF THE SEAGRAM CO., WHICH OWNS UNIVERSAL MUSIC GROUP AND UNIVERSAL STUDIOS

EXECUTIVE READING



START SMALL FINISH BIG: FIFTEEN KEY LESSONS TO START — AND RUN — YOUR OWN SUCCESSFUL BUSINESS

BY FRED DELUCA WITH JOHN P. HAYES, WARNER BOOKS, $25.95

If Fred DeLuca can take a half-baked idea for a sandwich shop and turn it into a global franchise with more than 14,000 outlets, anybody can. That's the underlying message of this pleasant and informative exploration of the rules for business success learned by the cofounder and president of the Subway chain.

DeLuca's start was about as unpromising as you can get. With a lousy location, only $1,000 in capital, and all the business savvy you'd expect of a 17-year-old who had never made a sub sandwich before, he was clearly destined for a hard road to success. The 15 key lessons he details in this book cover that route clearly and entertainingly.

ELIZABETH I, CEO

BY ALAN AXELROD, PRENTICE HALL PRESS, $23

The story of a girl's rise from illegitimacy to become England's greatest ruler is recast as a series of lessons for executives.

THE MAGIC OF A NAME: THE ROLLS-ROYCE STORY

BY PETER PUGH, TOTEM BOOKS, $50

This lovingly written and lavishly illustrated history describes the legendary British automobile and engine maker's first 40 years. A second volume is due next spring. — M.H.

$ MONEY TALK

Q: SHOULD I IGNORE THE DIPS IN PRICE OF MY FAVORITE STOCK?

A: Here's the first thing you need to understand about the stock market. It is often run by crowd psychology, not rationality. So as long as you have chosen wisely, you can hold on to your favorite stock, even when the price dips.

Consider the case of Platinum Technology, a provider of vital software products and services for helping corporations automate and manage their operations. It was a fine buy at $15 a share, or even $20. But in the late '90s, Platinum acquired more than 60 companies in a four-year period. Because of the spending activity, profits and sales fell short one quarter. In reaction, shareholders dumped the stock like it was moldy bread, and the price dove from around $30 a share to $10 a share. And the market value of the company fell from $3 billion to $1 billion.

Where had that $2 billion gone in such a short time? Did a fire destroy everything? No. The truth is the company's intrinsic value had not faltered as much as the stock price. Indeed, not too long after the big tumble, Computer Associates decided to buy Platinum Technology. They bought it for $29.25 a share — not the $10 listed price. Why not $10 a share? Because Platinum Technology was worth much more than that.

The shareholders who ignored the market mood swing were rewarded — or at least not penalized. And those who sold and took a loss ended up crying in their beer.

— SUSANNAH BLAKE GOODMAN

FACTS & FIGURES

ZERO-SUM PROGRESS

$2,000 Average cost to movie studios for making a film print

$1,000 Average cost of distributing that print to a movie theater

100% Approximate reduction of these costs by new DLP (digital light processing) technology, which eliminates the need for prints

0% Industry experts' estimates of reduction in movie ticket prices that will occur as a result of this technology

Sources: Texas Instruments, AMC Theatres Entertainment

R-4L

NEW YORK CITY HOUSING AUTHORITY
LEASED HOUSING DEPARTMENT
250 BROADWAY
NEW YORK, N.Y. 10007
ROOM 1117

Date 11/17/92

Gisella Weisshaus +
Suda Gandl
203 Wilson St.
Brooklyn, N.Y. 11211

Re: Friedrich, Mendel/Sarah
207 Lee Ave
Brooklyn 11206
Apt. 1

Gentlemen (Ladies):

Enclosed is the approved original copy of the Landlord-Tenant Lease Agreement and Housing Assistance Payments Contract for the above tenant.

IMPORTANT: Please note the new share of rent which is to be paid by the tenant effective the renewal date of this lease.

If you have any questions in reference to this matter, please telephone me at (212) 306- 4072.

Very truly yours,

C. Dyer.

Housing Assistant

Rev. 9/85

12

NEW YORK CITY HOUSING AUTHORITY
250 Broadway, New York, N.Y. 10007

Date: September 22, 1992

SECTION 8 EXISTING HOUSING ASSISTANCE PAYMENTS CONTRACT (ADDITIONAL TENANT)

OWNER	NAME GISELLA WEISSHAUS & JUDA GANDL ADDRESS 203 Wilson St. Brooklyn, New York 11211	
PREMISES	BUILDING ADDRESS 207 Lee Ave	DEVELOPMENT NAME (If any)

A Housing Assistance Payments Contract, NYCHA 039.044 or NYCHA 039.045, ("Contract") has been entered into heretofore between the owner listed above ("Owner") and the New York City Housing Authority, 250 Broadway, New York, N.Y. 10007 ("Authority") regarding a lease to a family by the Owner of an apartment in above premises for the purposes and upon the terms, conditions and provisions set forth in said Contract; and

WHEREAS THE OWNER HAS LEASED another apartment in the same premises to another family under the identical terms and provisions set forth in the Contract with the exception of paragraph 1(a).

NOW, THEREFORE:

1. The owner and the Authority agree that all of the terms, provisions and conditions set forth in the Contract (NYCHA 039.044 or NYCHA 039.045) shall apply to the family designated below as if said terms, provisions and conditions were set forth in full herein and that the Contract is hereby incorporated in full for that purpose except for new paragraph 1(a) which shall be as follows:

1(a). Contract Unit, Family and Lease

The following described dwelling unit ("Contract Unit") has been leased by the Owner under a lease approved by the Authority to the eligible family ("Family") listed below, as tenant, to be used solely as a private dwelling. The Contract Commencement Date, Contract Termination Date, Contract Rent, Family Share of Rent, Housing Assistance Payment (Authority Share of Rent) and the Security Deposit paid by the Family are as follows:

	Family	Address & Apt. No.	Contract Comm. Date	Contract Term. Date	Contract Rent	Family Share	Housing Assistance Payment	Security Deposit
28213	Friedrich, Mendel / Sarah	207 Lee Ave #1 Brooklyn, NY 11206	11/01/92	10/31/93	$655.78	$ 54.00	$601.78	$110.00

Dated:

Juda Gandl
Gisella Weisshaus
Owner

Mendel Friedrich
Sarah Friedrich

NEW YORK CITY HOUSING AUTHORITY

By Philip B. [illegible] Asst. Mgr.

REEL 3062 PG 1115

NYCHA 039.008 (Rev. 11/83)
SECTION 8
HOUSING ASSISTANCE

LANDLORD-TENANT LEASE AGREEMENT

Term, Description Of Premises And Rent

THIS AGREEMENT, made the 22nd day of September, 19 92 between Gisella Weisshaus & Josef 203 WILSON ST BROOKLYN 11211 as Landlord, and Friedrich, Mendel/Sarah FPC# 28213 as Tenant;

WITNESSETH, that Landlord hereby leases to Tenant, Friedrich, Mendel / Sarah Apartment No. 1 on the 1st floor of the premises known as No. 207 Lee Ave BLOCK 2232 LOT 8 Borough of Brooklyn, 11206, City and State of New York, for the term of 1 Year unless sooner terminated as hereinafter provided, to commence on the 1st day of November, 19 92 and to terminate on the 31st day of October, 19 93, to be used and occupied as a strictly private dwelling apartment by Tenant and such persons as are listed and approved on the Family Participation Certificate submitted in connection with this lease, at the annual rental of $ 7,869.00 in equal monthly payments of $ 655.78 each, in advance, on the first day of each and every month during said term. Of the total monthly rent, $ 54.00 shall be payable by the Tenant and $ 601.78 shall be payable by the New York City Housing Authority (herein referred to as the "Authority") as Housing Assistance Payments on behalf of the Tenant as set forth in the Housing Assistance Payments Contract. The above rental does not include gas and electricity. In addition, a security deposit of $ 110.00 has been paid by the Tenant.

LOOK BY ADDRESS

Method Of Payment

The tenant's rent shall be subject to change by reason of changes in the tenant's family income, family composition, extent of exceptional medical or other unusual expenses in accordance with HUD (U.S. Department of Housing & Urban Development) established schedules and criteria or by reason of any adjustment by the Authority of any applicable allowance for utilities and other services. Any such change in rent shall be effective as of the date stated in a notification from the Authority to the Tenant and will be made up by either a corresponding increase or decrease in the Authority's share of rent so that the amount due for the apartment shall always be equal to the total monthly rent indicated in this lease. Tenant shall pay the said rent plus any and all other charges under the terms of this lease, all of which are deemed to be additional rent hereunder at the time and in the manner above provided without demand therefor.

Termination Proceedings

The Landlord shall not evict the Tenant unless the Landlord complies with the requirements of local law and of this provision. The Landlord shall not terminate the tenancy during the term of the Lease nor refuse to enter into a new Lease with the Tenant, unless the Landlord decides not to enter into a new Lease with respect to the apartment, except for: (a) serious or repeated violation of the terms and conditions of the Lease, (b) violation of applicable Federal State or local law or (c) other good cause. However, nothing in this Lease shall deprive a Section 8 tenant of any right afforded by State or local law.

Termination Of Family Participation Certificate Prior To Expiration

In the event that the Family Participation Certificate shall terminate pursuant to Paragraph 8 thereof prior to the expiration of this lease, then this lease shall terminate and the tenant shall be entitled to enter into a separate agreement with the Landlord for the remaining term of this lease at the total monthly rent provided herein and under the same terms and conditions as the Landlord provides for the other tenant in the building. If the tenant fails to execute such lease within 30 days after tender thereof by the Landlord, then the Landlord may take possession of said premises by instituting summary proceedings.

Notice

Any notice, which under the terms of this lease is provided to be given, may be given personally or by first class mail enclosing the same in a postpaid envelope directed as follows:

To the Tenant or an adult member of the Tenant's household residing in the premises; and

To the Landlord at such address as the Landlord may from time to time designate or, if such designation be not given, to the Landlord at the Premises; and

To the New York City Housing Authority, 250 Broadway, New York, New York 10007, Attention: Leasing Division or such other address as the Authority may from time to time designate in writing.

I TENANT'S OBLIGATIONS

The said premises are leased upon the following terms, covenants and conditions:

Maintenance And Repairs

1. Tenant shall take good care of the apartment and fixtures therein and shall at Tenant's own cost and expense make, when needed, all repairs, replacements and decorations therein and thereto, whenever damage or injury to the same shall have resulted from misuse, or neglect by Tenant, Tenant's family, employees, or visitors. Tenant shall not drill into, drive nails or deface in any manner any part of the building, or permit the same to be done, and at the end or other expiration of the term, shall deliver up the demised premises in good order and condition.

comply with the requirements of the Housing Maintenance Code, Administrative Code, Multiple Dwelling ... regulations that affect the respective parties herein.

... and repair or replace ...

... apartment shall immediately become a part of the house

Applicances, Equipment And Wall Papering

3. Tenant shall not install or use a laundry or dish washing machine, air conditioner, ventilating equip other mechanical equipment, or a television or radio antenna in the apartment or outside thereof Landlord's consent in writing. Tenant shall not wallpaper the walls or ceilings without the Landlord's in writing. Violation by Tenant of any restriction contained in this paragraph shall be deemed a viol Tenant of a substantial obligation of this lease and shall entitle Landlord to terminate the tenancy in the manner herein

Signs, etc.

4. Tenant shall not expose any sign, advertisement, illumination or projection in or out of the win exterior, or from the said building or upon it in any place, except such as shall be approved and permi writing by Landlord or Landlord's authorized agent.

Alterations

5. Tenant shall not make any alterations in the apartment or premises without Landlord's or Landlord rized agent's consent in writing, or permit any act or thing deemed extra hazardous on account of shall comply with all the rules and regulations of the Board of Health and City Ordinances applicable to said prem Tenant will not use or permit the said premises or any part thereof to be used for any purpose other than above me Violation by Tenant of any restriction contained in this paragraph shall be deemed a violation by Tenant of a substanti tion of this lease and shall entitle Landlord to terminate the tenancy in the manner herein provided.

Window Cleaning

6. Tenant will not clean, nor require, permit, suffer or allow the cleaning of any window in demised from the outside in violation of Section 202 of the New York Labor Law or of the rules of any board having or asserting jurisdiction.

Pets

7. Tenant shall not keep or maintain in or about said premises or permit any other person to keep or therein, any dogs or other domestic or wild animals without the written consent of Landlord. Viol Tenant of the restriction contained in this paragraph shall be deemed a violation by Tenant of a substantial obligation lease and shall entitle Landlord to terminate the tenancy in the manner herein provided.

Notice Of Fire Damage

8. Tenant shall, in case of fire, give immediate notice thereof to Landlord who shall thereupon cause the to be repaired as soon as reasonably convenient; but if the building or demised premises be so damaged or otherwise as to require rebuilding, the term shall, at the option of Landlord, cease; and in case it s the rent shall be paid only up to the time of the fire.

Security Deposit

9. The Tenant has paid the Landlord a security deposit in an amount equal to the amount payable by the toward one month's Gross Rent at initial occupancy or $50.00 whichever is more, except that fo place" rental for a Tenant previously residing in the apartment without benefit of Section 8 Housin tance subsidy, the security deposit originally paid to the Landlord may remain in the amount previously collected. W Tenant vacates the unit, the Landlord, subject to State and local law, may utilize the deposit to the extent required as rei ment for any unpaid rent or other amount owed under the Lease. If the Tenant vacates the unit owing no rent or other under the Lease, or if such amount is less than the amount of the security deposit, the Landlord shall refund to the Ten full amount or the unused balance, as the case may be in accordance with State or local law.

Indemnification

10. Tenant shall indemnify and save harmless the Landlord for and against any liability or any in person or property resulting from any negligence or improper conduct on the part of Tenant, T family, employees or visitors. Landlord is exempt from any and all liability for any damage or injury to persons or p caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part buildings, or from damage or injury resulting or arising from any other cause or happening unless said damage or in caused by, or be due to negligence of Landlord.

Non-Assignment

11. Tenant, and Tenant's heirs, executors or administrators shall not assign this agreement, or under premises, or any part thereof. It is further agreed that the character of the occupancy of said d premises as above expressed, is an especial consideration and inducement for the granting of this lease by Landlord to T and in the event of a violation by Tenant of the restriction against assignment or sub-letting, or if Tenant shall cease to the premises or permit the same to be occupied by parties other than Tenant and Tenant's immediate family, or viol other restriction or condition herein imposed, this lease may, at the option of Landlord or Landlord's agents or assi terminated in the manner hereinbefore recited.

Compliance With Rules And Regulations

12. Tenant shall conform to all rules and regulations printed hereon or hereafter adopted for the pro of the building or the safety and comfort of all the Tenants; and rules and regulations are hereby part of this lease.

II LANDLORD'S OBLIGATIONS

Heat And Hot Water

13. The Landlord will furnish hot and cold water, heat, elevator service and extermination service in dance with pertinent local

comply with the requirements of the Housing Maintenance Code, Administrative Code, Multiple Dwelling Law, and any other applicable law, code, rules or regulations that affect the respective parties herein.

Repairs And Maintenance

14. The Landlord at his own cost and expense shall make all repairs to the premises and repair or replace heating equipment, cooking range, refrigerator and all other equipment provided therewith, and shall maintain the building wherein the demised premises are located, and each and every part thereof, as well as the grounds, walks, lighting and security equipment (peep holes in apartment entrance doors, inside-view mirrors in self-service passenger elevators, automatic self-closing and self-locking doors in main entrance and intercommunication system) in good repair and in decent, safe and sanitary condition, in compliance with the requirements of all applicable Federal, State and City statutes, codes, ordinances, regulations and standards now or hereinafter in effect with regard thereto.

Painting And Decorating

15. Landlord will paint and decorate the premises throughout prior to the commencement of the term of this lease in a workmanlike manner and will repaint and redecorate the apartment in a like manner on a three (3) year cycle computed from the commencement of the term of this lease. Landlord further agrees to complete such repainting and redecorating and to make all necessary repairs to the premises on a timely basis. For any case in which the apartment in this lease is occupied by the same tenant as was in occupancy immediately prior to the commencement of this lease, the Landlord will paint and decorate the premises three years from the date it was last painted and thereafter on a three year cycle.

Storerooms

16. Storerooms are provided by Landlord to accommodate Tenants in the storage of trunks, bicycles, or other articles subject to rules and regulations of the building, with the express understanding that the rooms are furnished gratuitously by Landlord, and Tenant using the same for any purpose does so at Tenant's own risk, and upon the express stipulation and agreement that Landlord shall not be liable for any loss of property therein, or for any damage or injury whatever.

Quiet Enjoyment

17. The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term herein mentioned.

Right Of Entry

18. During the two months prior to the expiration of the term herein granted, applicants shall be admitted at any reasonable time to view the premises until rented; and Landlord or Landlord's agents shall also be permitted at any time during the term to visit and examine them or to show premises to prospective buyers at any reasonable hour of the day, and workmen may enter at any reasonable time when authorized by Landlord or Landlord's agents to make or facilitate repairs in any part of the building; and if Tenant shall not be personally present to open or permit an entry into said premises, at any time, when for any reason an entry therein shall be in the judgment of Landlord or Landlord's agents necessary or permissible hereunder, for the protection of the building or property therein, or to view the premises, or to make such repairs, Landlord or Landlord's agents may forcibly enter the same. The Tenant further agrees to permit inspection of the premises by an Authority representative in accordance with HUD regulations.

Statutory Tenancy

19. If subsequent to the expiration of the term of this lease, Tenant shall continue in possession as a statutory tenant under the protection of any rent control law or rent stabilization law, Tenant shall pay the maximum legal rent which is obtainable thereunder without prior notice or demand.

Acts Of God

20. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

Non-Waiver By Landlord

21. The failure of Landlord to insist upon a strict performance of any of the covenants herein shall not be deemed a waiver of such covenants. No representations or promises have been made except those herein contained. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing, and signed by the parties.

Failure Of Landlord To Give Possession

22. Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other reason; in such event the rent shall not commence until possession is given.

Non-Discrimination

23. The Landlord covenants and agrees that he will not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, or national origin and shall extend directly to the Tenant, on terms not less favorable than those granted to the Landlord's other tenants, all rights and privileges relating to the use of facilities or conveniences or with respect thereto, including but not

apparatus, air conditioners, garage, parking, and playground use. Any ...efor shall be at the same rates and upon the same conditions required of the Landlord's other Tenants.

Subordination To Mortgages

24. This lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the premises. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant will, nevertheless, execute and deliver such further instruments subordinating this lease to the lien of any such mortgages as may be desired by the mortgagee.

Eminent Domain

25. If the leased premises, or any part thereof, are taken by virtue of eminent domain, this lease shall expire on the date when the same shall be so taken, and the rent shall be apportioned as of said date.

Successors

26. This lease shall be binding upon the Landlord and upon his successors, heirs, executors and administrators.

Landlord Warranty

27. The Landlord warrants and represents that he has the full right, warrant and authority to execute this lease and that the mechanical equipment and utilities such as elevators, incinerators, plumbing, heating and electrical systems in the building containing the premises, are all in good, safe, serviceable and operating condition. The Landlord further warrants and represents that the rent charged for the demised premises does not exceed the maximum rent prescribed by applicable law or regulation.

Housing Assistance Payment

28. This lease has been signed by the Landlord and Tenant on the condition that the Authority will promptly execute a Housing Assistance Payments Contract with the Landlord. Accordingly, this lease shall not become effective unless the Authority has executed such contract by the first day of occupancy specified in the lease.

IN WITNESS WHEREOF, the Landlord and the Tenant have hereunto set their hands the day and year above written.

EFF. .....

CONTRACT RENT .....

TENANT'S RENT .....

NYCHA SHARE .....

Landlord: Gisella Werhaus

Tenant: Mordel Friedrich

Tenant: Sarah Friedrich

Approved By: C. L. Dyer

* * * * *

RULES AND REGULATIONS

The sidewalks, entries, elevators, courts, halls and stairways shall not be obstructed by Tenants, or be used by them for any purpose, except for ingress or egress to and from their respective apartments.

The water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes, or other substances shall be thrown therein. Any damage resulting to them from misuse shall be borne by Tenant causing or permitting same.

Baby carriages, bicycles or toys shall not be allowed to stand in the basement, other than in storerooms that may be provided by the Landlord, yards, public halls, stairways, elevators, on roof or entrances and children shall not play thereat.

No plants, rugs, bedding, or anything of any nature whatsoever shall be placed in the windows or out of same or on fire escapes, and in no case is the Tenant permitted to shake rugs, blankets, clothing, etc., out of any of the windows.

No tenant shall make or permit any disturbing noises in the building by himself, his family, friends or servants; nor do or permit anything by such persons, including the playing of a musical instrument, radio, television or record player that will interfere with the rights or comforts of other Tenants.

Linda Weinhaus

STATE OF NEW YORK, COUNTY OF Kings ss:

On the 15 day of JULY 19 93, before me personally came ELIZALDA WEINHAUS to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that She executed the same.

SOLOMON ITZKOWITZ
Notary Public, State of New York
No. 24-4796441
Qualified in Kings County
Commission Expires July 31, 19__

Commission Expires March 30, 19__

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of , the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

SO IN ORIGINAL

RIDER TO LEASE MADE THE 22ND DAY OF DECEMBER, 1992

IT IS HEREBY AGREED by and between Landlord and Tenant that the above Lease is hereby extended for the term of twenty years commencing on October 1, 1993 to September 30, 2013.

That the rental for the period November 1, 1993 to October 31, 1994, shall be $8,400.00 per year payable monthly in the amount of $700.00 per month.

For each year thereafter commencing November 1, 1994, the rent shall be increased three and one-half (3-1/2%) per cent per year payable in monthly installments in addition to the $700.00 per month above mentioned.

Tenant shall have the right to assign this Lease for any rental that Tenant may charge. Landlord will accept as rent from Tenant the amounts herein stated above and Tenant shall have the right to retain any funds collected above the rents stated herein payable by Tenant to Landlord.

DATED: March 15, 1993.

	MONTH	YEAR
1993	655,78	7,869,36
1994	676,73	8,144.79
1995	702.49	842986
1996	727,08	872491
1997	75252	903028
1998	77886	934634
1999	80612	967346
2000	83434	10,01203
2001	863,54	1036245
2002	89376	1072513
2003	92504	1110051
2004	95742	1148903
2005	99093	1189115
2006	102561	1230734
2007	106151	1273810
2008	113711	1318393
2009	117557	1410681
2010	122421	1469055
2011	126706	1520472
2012	131141	1573688
2013	135731	1628767

JWG 10/1993

SOLOMON ITZKOWITZ
Notary Public, State of New York
No. 24-4796441
Qualified In Kings County
Commission Expires July 31, 19__

Tenant

CMERON LIVINGSTONE
NOTRY PUBLIC, State of New York
No. 30-2383750
Qualified in Nassau County
Commission Expires April 30, 1995

Landlord

Merdel Friedrich Sarah Friedrich

STATE OF NEW YORK, COUNTY OF KINGS ss:

On the 13 day of JUNE 19 83, before me personally came

MERDEL FRIEDRICH AND SARAH FRIEDRICH

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that THEY executed the same.

SOLOMON ITZKOWITZ
Notary Public, State of New York
No. 24-4796441
Qualified in Kings County
Commission Expires July 31, 19

144 LEE AV.
BKLYN N.Y. 11211

SO IN ORIGINAL

Commission Expires March 30, 19

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came
to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the ;
of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows ;

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

SO IN ORIGINAL

BROOKLYN-
CITY-REGISTER
BKLYN N.Y.

06-14-93 001 f02

D-CONV	369570
	$21.00
ST	$21.00
CASH	$21.00
CHNG	$0.00
BK01	13:17 0098

COUNTY

... CITY REGISTER

93 JUN 14 PM 1:22

GIZELLA WEISHAUS
203 Wilson STR
BROOKLYN 11211

12-21

30219

06-14-93
BK01
PAID
369570
$21.00

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
----------x

GIZELLA WEISSHAUS,

Plaintiff,

-against-

JUDAL GANDL,
SOL MERMELSTEIN, et al,

Defendants.
----------x

99 - CV 1493

NOTICE OF PENDENCY OF ACTION

PLEASE TAKE NOTICE, that GIZELLA WEISSHAUS, Plaintiff Pro-Se, plans to recover possession in consequence of Plaintiff's Complaint herein as sets forth relating to C.P.L.R. 6501, et sec, and to real property located at 207 Lee Avenue, County of Kings from which property Plaintiff was wrongfully ousted, evicted and title fraudulently conveyed described as follows pursuant to the Real Property Law recorded on Reel 8812, Page 330 on March 31, 1960;

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York and described as follows:

BEGINNING at a point on the easterly side of Lee Avenue distant 60 feet southerly from the corner formed by the intersection of the easterly side of Lee Avenue with the southerly side of Heyward Street;

RUNNING THENCE easterly parallel with Heyward Street and part of the distance through a party wall 75 feet;

Kings County Clerk's Office
Paym #358745# 10/16/2000 1:14p
Y

Tr#415100# $35.00 $35.00
Lis Pendis

GIZELLA WEISSHAUS

359432.Cash $35.00
Change: $0.00

DOCKETED

OCT 16 2000

KINGS COUNTY CLERK

12

THENCE southerly parallel with Lee Avenue 20 feet;

THENCE westerly parallel with Heyward Street and part of the distance through another party wall 75 feet to the easterly side of Lee Avenue, and,

THENCE northerly along the easterly side of Lee Avenue 20 feet to the point or place of BEGINNING.

Property also known as 207 Lee Avenue, and appears on the tax map of the County of Kings as Block 2232, Lot 8.

Plaintiff, in addition to possession of the above described premises, demands damages in the sum of twenty million dollars ($20,000,000) for wrongful eviction and theft of title from said premises, based upon Defendants' fraud, racketeering and grand larceny.

Dated: October 16, 2000

/ Gizella Weisshaus

GIZELLA WEISSHAUS
203 Wilson Street
Brooklyn, New York 11211
(718) 387-0026

Sworn to before me this
13th day of October 2000

Lydia Machado

LYDIA MACHADO
Commission of Deeds, City of New York
No. 2-9175
Cert. Filed in New York County, Manhattan
Commission Expires Nov 1, 2000

CON 8823 147

PF29 Revised 60 — Bargain and Sale Deed, with Covenant against Grantor's Acts — Individual or Corporation (Single Sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 23rd day of May, nineteen hundred and sixty-one

BETWEEN GIZELLA WEISSHAUS, residing at 207 Lee Avenue, Brooklyn, New York

party of the first part, and GIZELLA WEISSHAUS, residing at 207 Lee Avenue, Brooklyn, New York and JUDA GANDL, residing at 129 Clymer Street, Brooklyn, New York.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at a point on the Easterly side of Lee Avenue distant 60 feet Southerly from the corner formed by the intersection of the Easterly side of Lee Avenue with the Southerly side of Heyward Street; thence EASTERLY parallel with Heyward Street and part of the distance through a party wall, 75 feet; thence SOUTHERLY parallel with Lee Avenue 20 feet; thence WESTERLY parallel with Heyward Street and part of the distance through a party wall, 75 feet to the Easterly side of Lee Avenue; thence NORTHERLY along the Easterly side of Lee Avenue, 20 feet to the point or place of Beginning. Premises known as 207 Lee Avenue, Brooklyn, N. Y.

Subject to a first mortgage now a lien on said premises in the amount of $10,750.00 held by HELEN ROLLAR.

Being the same premises heretofore conveyed to the party of the first part herein by deed recorded April 1, 1960 in Liber 8812 op 330. GIZELLA WEISSHAUS ONE OF THE PARTIES OF THE SECOND PART IS THE SAME INDIVIDUAL WHO IS THE PARTY OF THE FIRST PART

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

personally came Gisella Weisshaus

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

[illegible]
Notary Public, State of New York
No. 24-3758075
Qualified in Kings County
Commission Expires March 31, 19[illegible]

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the

of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

No. 11167/

Gisella Weisshaus

TO

Bargain and Sale Deed

With Covenant Against Grantor's Acts

The land affected by the within instrument lies in Section 8 in Block 2232 on the Land Map of the County of Kings

NOT TAXABLE

MAY-24-61

OFFICE OF CITY REGISTER
Kings County
RECORDED IN LIBER [illegible] OF CONVEYANCES [illegible]

CITY REGISTER

45617

CITY REGISTER

City Register

Standard N.Y.B.T.U. Form 8002 9-59-70M—Bargain and Sale Deed, with Covenant against Grantor's Acts—Individual or Corporation (Single Sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

CON 8812 PG 330

THIS INDENTURE, made the 31st day of March , nineteen hundred and sixty

BETWEEN

JULIANNA WEISZ, residing at 137 Penn Street, Brooklyn, N. Y. and

SARAH LEWKOWICZ, residing at 207 Lee Avenue, Brooklyn, N. Y.

party of the first part, and

GIZELLA WEISSHAUS, residing at 181 Penn Street, Brooklyn, N. Y.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Lee Avenue distant 60 feet southerly from the corner formed by the intersection of the easterly side of Lee Avenue with the southerly side of Heyward Street; running thence easterly parallel with Heyward Street and part of the distance through a party wall 75 feet; thence southerly parallel with Lee Avenue 20 feet; thence westerly parallel with Heyward Street and part of the distance through another party wall 75 feet to the easterly side of Lee Avenue, and thence northerly along the easterly side of Lee Avenue 20 feet to the point or place of BEGINNING.

Said premises being known as number 207 Lee Avenue.

SUBJECT t a first mortgage in the sum of $11,500.00 and interest.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Julianna Weisz L.S.

Sarah Lewkowicz L.S.

C-1-30M sets-701392(65) 114

SATISFACTION CERTIFICATE

STATE OF NEW YORK

COUNTY OF KINGS RS 850

№ 313312

MATTHEW R DWYER, REGISTER OF THE CITY OF NEW YORK,

DOES HEREBY CERTIFY that a certain mortgage recorded Jan 26 1960,

made by Juliann A Weiss and Sarah Lewkowicz

to Helen Pollak

and recorded in Section 8, Liber 11812 of Mortgages, page 91, to secure the payment of the sum of $ 11,500. was, on Jan 22 1973, duly CANCELLED AND DISCHARGED OF RECORD in this office.

Mail To

Hyman Goldstein
672 Bedford Ave.,
Bklyn NY 11211

Hold ☐

Given under my hand and official seal this 26 day of June 1974

Matthew R Dwyer
City Register

fore, was not enforceable by defendants. Tryon v. Spiegel, 1959, 8 A.D. 2d 219, 187 N.Y.S.2d 179.

Where plaintiff's land is subject to a restrictive covenant, made in 1891, to erect only one family house thereon but the character of the neighborhood has changed, being now used almost completely for apartment houses, the covenant, by reason thereof, is no longer of any value nor is the owner of adjoining land occupied by a large apartment house entitled to an easement of light and air over such property. Winston v. 524 West End Ave., Inc., 1931, 233 App.Div. 5, 251 N.Y.S. 96.

10. —— Stockholders

Where plaintiff and individual defendant were stockholders in a corporation that previously owned condemned realty, and they agreed to sever their relationship, and as a part of that transaction realty was transferred to present corporate owner, and individual defendant became owner of all the stock of owner, and as an additional part of that transaction individual defendant placed all of the stock in escrow to secure payment of $8,800 to plaintiff upon happening of any one of four specified events, with the option in individual defendant of paying $3,000 and releasing the stock prior to happening of any one of such four events, plaintiff, by virtue of such transaction, was constituted neither a mortgagee nor a contract vendee of the stock, and even though the realty was the sole asset of the corporation, plaintiff, by virtue of such stock holding, would not be deemed to have an interest in the realty. Siess v. Rudinger, 1959, 17 Misc.2d 38, 185 N.Y.S.2d 312.

11. —— Water rights

Ownership by plaintiff of a corporeal hereditament consisting of the right to divert and use water, is a claim to an estate or interest in real property. Niagara Falls Power Co. v. White, 1944, 292 N.Y. 472, 55 N.E. 2d 742.

12. Law of the case

A former decision that action for declaratory judgment that defendants had no right of way over plaintiff's land because the plaintiff had an adequate remedy at law under former section 500 of the Real Property Law was the law of the case and could not be circumvented by combining in one cause of action an action under such section and an action for declaratory judgment. Long Building v. Brookmill Corp., 1949, 90 N.Y.S.2d 764.

II. COMPELLING DETERMINATION OF CLAIMS

Subdivision Index

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31. Nature of action to determine claims

An action for determination of a claim to real property pursuant to former article 15 of the Real Property Law was a medium by which one in possession under claim of title may "smoke out" a threatening but otherwise inactive adverse claimant and force him to his proof, to the end that, if such adverse claimant failed to show good title in himself, he was forever silent. George v. People, 1944, 267 App.Div. 575, 47 N.Y.S.2d 681.

An action under former article 15 of the Real Property Law was essentially an action for declaratory judgment. Buell v. Genesee State Park Commission, 1960, 25 Misc.2d 841, 206 N.Y.S.2d 65. See, also, Knocklong Corp. v. Long Island State Park Commission, 1954, 284 App.Div. 973, 134 N.Y.S.2d 785, reargument and appeal denied 285 App.Div. 975, 139 N.Y.S.2d 919; Bradley v. Condon, 1961, 217 N.Y.S.2d 821.

Action under former article 15 of the Real Property Law was essentially an action for declaratory judgment, to determine legal title, wherein a defendant had to establish his own good title to property in order to prevail, and right to redeem formed no part of such action; and municipality bringing such action and purporting to afford right to redeem bestowed thereby no rights upon defendant. Village of Ossining v. Lakis, 1957, 5 Misc.2d 1024, 160 N.Y.S.2d 1012.

Action under former article 15 of the Real Property Law by assignee of installment contract for sale of real estate against purchasers, to obtain judgment that purchasers be barred from all claims or interests in the property and that [illegible] declared to have vested, absolute and unencumbered title in fee, on ground that purchasers had forfeited their right to property by failure to comply with contract, was essentially one for a declaratory judgment and was governed by equitable principles. Mandel v. Ohsiek, 1956, 2 Misc.2d 586, 152 N.Y.S.2d 49.

Action under former article 15 of the Real Property Law to compel determination of claim to realty, through a statutory action, was governed by equitable rules. Lorber v. Lorber, 1952, 118 N.Y.S.2d 356.

32. Actions to determine claims—Generally

An action under this article to compel determination of claims to realty is one to compel determination of any claim to realty adverse to that of plaintiff. Highway Displays, Inc. v. People, 1963, 39 Misc.2d 703, 241 N.Y.S.2d 887.

33. —— Advertising restrictions

Party claiming a right to maintain billboards within prohibited distance of thruway right-of-way did not have a cause of action against the state or the Thruway Authority on theory the state and the Thruway Authority in prohibiting erection of such signs were asserting an adverse claim to the properties. Highway Displays, Inc. v. People, 1963, 39 Misc.2d 703, 241 N.Y.S.2d 887.

34. —— Air rights

Where defendant's lease of plaintiff's property was executed in 1953, had minimum term of 21 years with options to renew for additional periods until the year 2052 and defendant owned contiguous parcels in fee, defendant was entitled to full utilization of air space rights under zoning resolution and, absent a provision in lease precluding defendant's exercise of rights under the zoning resolution, defendant's construction of office building on his fee property by which he was allowed to incorporate unused air space on the leased property in computing maximum floor space for building being constructed constituted

beneficial ownership in the premises and was not the real owner. Burke v. Suburban Mortg. Corp., 1964, 43 Misc.2d 1077, 252 N.Y.S.2d 911.

44. —— Contract vendees

Contract vendees of adjoining land by virtue of this section were entitled to bring action for reformation of mortgage on the adjoining premises in order to determine claim which mortgagor might make against them based on the recorded mortgage. Regan v. Security Trust Co., 1973, 42 A.D.2d 830, 346 N.Y.S.2d 160.

The vendee of a contract for the purchase of realty does not have the title to the property, but is in equity considered the owner, and vendee has an estate and interest in the realty entitling him, in an action for specific performance, to maintain a second cause of action to compel the determination of an adverse claim to the realty. Karp v. Twenty Three Thirty Ryer Corp., 1945, 185 Misc. 440, 56 N.Y.S.2d 783.

45. —— Equitable title holders

Generally, proper party to bring action, under former article 15 of the Real Property Law, to compel determination of claim adverse to plaintiff in realty was one holding legal title or interest, but an equitable title was sufficient. Herter v. Helmsley-Spear, Inc., D.C.N.Y.1957, 149 F. Supp. 713.

An action to compel the determination of an adverse claim to realty is in its nature one to quiet plaintiff's title to the property and remove any cloud thereon, and generally the proper party to bring such an action is the one holding the legal title or interest, but the action being an equitable one, an equitable title is enough to sustain it. Karp v. Twenty Three Thirty Ryer Corp., 1945, 185 Misc. 440, 56 N.Y.S.2d 783.

46. —— Tax sale purchaser

Grantee of tax deed from county treasurer had right to bring action pursuant to former article 15 of the Real Property Law to compel determination of claim to property asserted by judgment-creditor. Erlwein v. Cantey, 1959, 195 N.Y.S.2d 406, affirmed 11 A.D.2d 1072, 207 N.Y.S.2d 1020, appeal denied 12 A.D.2d 929, 211 N.Y.S.2d 1015, motion dismissed 9 N.Y.2d 790, 215 N.Y.S.2d 500, 175 N.E.2d 161.

47. —— Temporary administrators

A temporary administrator could not bring an action under former article 15 of the Real Property Law for the determination of a claim to realty. Higbee v. Schwartz, 1945, 185 Misc. 28, 56 N.Y.S.2d 150.

An application by a temporary administrator for an order authorizing him to institute an action to void a recorded deed, whereby the decedent purportedly conveyed his title and interest in certain real property to one of his sisters several months before his death, would be denied. In re Gore's Will, 1944, 51 N.Y.S.2d 612.

48. —— Title owner

Sections 132 and 133 of the former Tax Law vesting in Comptroller possession of wild, vacant, or forest lands, to which state held title, after three weekly newspaper advertisements of list thereof and until such officer was dispossessed by judgment of competent tribunal, gave one claiming title to half of town lot, unlawfully sold to state for taxes which had been paid, no right to sue state for possession thereof or to determine title thereto, so that publication of Comptroller's advertisement did not start running of statute of limitations against such claimant's suit under former section 500 of Real Property Law to determine ownership of land claimed. Helterline v. People, 1946, 295 N.Y. 245, 66 N.E.2d 345.

Plot owner, who was also a contract vendee of smaller adjoining tract and who proposed to divide the combined plots into roughly equivalent tracts and construct a house upon each plot, had standing to maintain an action to quiet title against defendants who argued that under a restrictive covenant covering both tracts only one dwelling house could be constructed thereon. Cash v. Garden City Company, 1962, 38 Misc.2d 1054, 234 N.Y.S.2d 678, reversed on other grounds 19 A.D.2d 734, 242 N.Y.S.2d 1015.

49. Election of remedies

Plaintiff could not pursue action in court of claims, as well as action in supreme court of state against state whereby he would be entitled to two awards for same injury. Belott v. State, 1966, 49 Misc.2d 501, 267 N.Y.S.2d 797.

Plaintiff, whose court of claims' action involving same injury was pending on appeal at time plaintiff brought action against state involving appropriation of eight acres of molding sand, which plaintiff had exclusive right to remove from farm, for use on state highway construction, was collaterally estopped from maintaining second action, since he would only be entitled to singular award of damages for same injury. Id.

50. Limitations

Question of whether action to determine conflicting claims to use of waters of specified lake was barred by statute of limitations need not be deferred until trial because of subdivision 2 of former section 500 of the Real Property Law which provided that an action might be maintained even though court might have to determine any statutory limitation of time, since said subdivision 2 did not affect power of court to dismiss complaint where record established that plaintiff had not commenced action within time limited by former C.P.A., 1920, § 34. New York Water Service Corp. v. Palisades Interstate Park Commission, 1960, 12 A.D.2d 646, 208 N.Y.S.2d 460, appeal and reargument denied 12 A.D. 817, 211 N.Y.S.2d 706.

The right of owner in possession of realty to bring an action to clear his title is a continuing right and no statute of limitations runs against it; the same rule applies to an action by vendee in possession to obtain an adjudication that his equitable interest is unimpaired. Id.

Where action was brought pursuant to former article 15 of this title to compel determination of conflicting claims to use of waters of certain lake, determination of whether action was barred by statute of limitations could be better decided after trial at which facts with respect to plaintiff's assertion of rights to and its use of waters of lake could be more fully explored and at which the nature of its interest in such waters could be determined. Id.

Letter in which mortgagor stated "as long as I live I will have to pay the debt" was to be construed as a promise to pay within mortgagor's lifetime and it effectively tolled statute of limitations for that period. Lorenzo v. Bussin, 1958, 7 A.D.2d 731, 180 N.Y.S.2d 625, amended on other grounds 7 A.D.2d 1019, 185 N.Y.S.2d 242, motion denied 7 N.Y.2d 786, 194 N.Y.S.2d 521, 163 N.E.2d 341, 342.

Even if letter, in which mortgagor stated that if he had the money he would pay immediately and in which he attributed his inability to pay to insufficient earnings, were not construed as a promise to pay within mortgagor's lifetime, it would be construed as making a conditional promise to pay "when able"; in which event, statute of limitations was tolled until mortgagor acquired ability to pay; with questions as to whether and when such ability was acquired by mortgagor being issues of fact to be determined by jury and not on motion for summary judgment. Id.

Where limitation period had expired when intervener who owned property adjoining dedicated land became a party to the action, whether ten-year statute of limitations begins to run against a reformation of deed of dedication at time of delivery of deed to village, or at time of discovery of mistake therein, action was barred as against intervener. Incorporated Village of Island Park v. Island Park-Long Beach, 1948, 274 App.Div. 930, 83 N.Y.S.2d 542, reargument and appeal denied 85 N.Y.S.2d 510.

REPUBLIC NATIONAL BANK OF NEW YORK
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PAY TO THE ORDER OF
REPUBLIC NATIONAL
BANK OF NEW YORK
BROOKLYN, NY 1120
▲026004828▲
FOR DEPOSIT ONLY
ROSENTHAL VALLARIO
LEVENTHAL & COFFINAS
ATTORNEYS AT LAW
030149363

* FEDERAL RESERVE BANK REGULATION CC

JOSEF WEISSHAUS
GISELLA WEISSHAUS
203 WILSON STREET
BROOKLYN, N. Y. 11211

1-7138/2260

372

10-21 19 94

PAY TO THE ORDER OF John Leventhal $ 45.00 XX

Forty five dollars DOLLARS

Republic Bank for Savings
173 Broadway
Brooklyn, NY 11211-6129

FOR

Gisella Weisshaus

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"13"

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

GIZELLA WEISHAUS

Petitioner

against

SOL MERMELSTEIN, et. al.

Defendants

99 cv 1493

ORDER TO SHOW CAUSE
TEMPORARY
RESTRAINING ORDER

PURSUANT TO
FRCP 65

1999 APR 14 A 11:27

Upon the affidavit of Gizella Weishaus sworn to the 14th day of April 1999, and upon all papers and proceedings had herein, it is ORDERED, that the above named defendants show cause before a motion term of this Court, at room _____, United States District Court House for the Eastern District of New York, located at 225 Cadman Plaza East, New York, New York, 11201, in the City and State of New York, County of Kings on 4/16/, 1999, at 9:30 o'clock in the fore noon thereof, or as soon thereafter as counsel may be heard, why an Order should not be issued pursuant to Rule 65 FRCP restraining any of the Defendants, during the pendency of this action from selling, auctioning, transferring, or otherwise attempting to trade or change the possession or control of the property located at 207 Lee avenue, New York, New York,

and it is further ORDERED, that sufficient reason having been shown, therefore, pending the hearing of plaintiff's application for a preliminary injunction, pursuant to Rule 65 FRCP the defendants are temporariiy restrained and enjoined from _____

_____

_____

_____

; and it is further ORDERED, that security in the amount of $ 0.00 be posted by the plaintiffs and it is further ORDERED, that personal service of a copy of this order and annexed affidavit

"14"

upon the defendant/s or his/their counsel, by petitioner as well as by counsel, on or before __ o'clock in the _____ noon, _____, 1998, shall be deemed good and sufficient service thereof.

Dated New York, New York

issued: _____

IT SO ORDERED

_____

United States District Judge

Order

I declined to
Sign this order to
Show Cause because the
supporting papers fail to
make out a sufficient
or comprehensible basis
for the relief requested.

E Korman
USDJ

2/14/99

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

WEISSHAUS,	:	
	:	CV-99-1493 (ERK)
Plaintiff,	:	
	:	June 25, 1999
v.	:	
	:	Brooklyn, New York
MERMELSTEIN,	:	
	:	
Defendants.	:	

TRANSCRIPT OF CIVIL CAUSE FOR ORDER TO SHOW CAUSE
BEFORE THE HONORABLE EDWARD R. KORMAN
UNITED STATES DISTRICT JUDGE

APPEARANCES:

For the Plaintiff: MS. WEISSHAUS, PRO SE

For the Defendant: CHARLES R. FLOYD, ESQ.

Audio Operator: JOSHUA A. BARSKY

Court Transcriber: ROSALIE LOMBARDI
2348 83rd Street
Brooklyn, New York 11214
(718) 266-1590

Proceedings recorded by electronic sound recording, transcript produced by transcription service

THE CLERK: Weisshaus versus Mermelstein.

Your appearances, Counsel.

MR. FLOYD: Charles R. Floyd with Reed, Abbot and Morgan (ph), on behalf of Juda Gondle (ph).

THE CLERK: Ms. Weisshaus appears pro se, Judge.

MS. WEISSHAUS: Pro se, yes.

THE COURT: What is the basis for federal jurisdiction here?

MS. WEISSHAUS: There is many basis for federal jurisdiction I'm going to show. I spoke with the U.S. Attorney on the telephone a year ago and he told me I should get a honest lawyer and fight this in state court and then come to the federal, and he's gonna help me.

I couldn't get a honest lawyer. All my lawyers defrauded me. Mr. Gondle (ph) has now a judgment against me that's completely built on fraud. It's first documentation -- he lied on the perjury and I'm getting nowhere, because all my lawyers -- that's why I sued the lawyers, because they took my money and they work against me, and I have proof. I have documentation of everything.

Mr. Floyd came because both the lawyers left because they submitted so much false

documentation, they thought that's enough. The orders of Mr. Floyd that are being made by Mr. Mermelstein -- I served him with papers. He is not here. I don't know even if the judge signed this orders on Mr. Mermelstein. I have proof that Mr. Mermelstein signed the judge's name on certain documents. I have witnesses. Where should I go?

I spoke not long ago with the -- the FBI called me up a few weeks ago. They told me I should go to the Civil Liberties Union. I went to the Civil Liberties Union two years ago. I showed them 18 index numbers from (UI) court decisions, and they didn't do nothing because I went with a lawyer who, I found out he didn't represent me, Mr. Manero (ph), who I sued here, too.

Where is the jurisdiction? Just a few weeks ago, they took away my husband's business, (UI), without due process. They took away a share of a building that he worked for 25 years in the building. He had the business 35 years, supporting two children from that business. They just took it away and they put my husband out on the street with nothing, not a penny of compensation.

This is conspiracy. I know about Mr. Gondle. He claims he has a judgment for $177,000.

How was this judgment obtained? By fraud, by forged documentation, by everything. That's not due process. I'm entitled to some justice, too, in this United States.

(UI) on this property (UI) that he claims I owe him $177,000. He submitted forged check, tax checks. The court takes everything, just show everything -- he took all the forged documentation to the court and everything is done ex parte. All this was done by Mr. Mermelstein. I have proof.

The court -- who should I go -- they should check now if this is the judge's signature, because I have proof that Mr. Mermelstein is capable and that he did it, in my cases and other cases, where he signed the judge's name.

THE COURT: Look, I'm not a lawyer for you. It seems to me that there's a judgment entered in state court. If you claim that it was obtained by fraud, there's a procedure to move to set it aside, in the same way there's a procedure to move to set aside a federal judgment entered by fraud.

MR. FLOYD: Your Honor, in fact --

MS. WEISSHAUS: That's what I want.

MR. FLOYD: Excuse me.

Your Honor, in fact, there is a state

court appeal Ms. Weisshaus has filed. There is in fact two judgments. There is one issued in 1997, which she moved to have set aside. When the hearing came up in state court, she did not appear; neither did her attorney. That motion was set aside. In 1988, we moved to modify the judgment, simply to have the original judgement reflect ongoing interest.

Ms. Weisshaus now has an appeal pending in state court on that very issue. She has not raised these issues of fraud in that appeal. She has not perfected the appeal. She has not moved for a stay of the appeal.

More importantly, in this action, my client, Mr. Gondle, is not even named. There is no complaint in this action. She has taken an index number regarding other parties who were involved, and now somehow obtained an order to show cause signed by Judge Mischler (ph) and asked for an injunction against an auction that is now scheduled for July 14th. My client has not been served with a complaint.

THE COURT: I take it your client is a New York resident.

MR. FLOYD: Yes, he is.

THE COURT: And she is a New York

resident.

MR. FLOYD: That's right. I'm not sure how she gets jurisdiction.

THE COURT: I'm not even sure there's any basis for jurisdiction here, much less --

MR. FLOYD: I don't think there is.

THE COURT: And what happened? There was a judgment in state court that gave you the right to --

MR. FLOYD: There is a real property dispute in terms of ownership of property that goes back more than ten years. It was a beth din (ph) which reached the decision. That was then subject to litigation in state court. We obtained a judgment in 1997, as I said, that was then modified in 1998. We now have a sheriff's sale scheduled for July 14th. The publication has been issued. Ms. Weisshaus has not yet been served, although the sheriff has told me he expects to serve her sometime shortly.

The issue really of any claim would really be to try to basically attack the judgment, not the question of the auction. I don't see how you have jurisdiction.

THE COURT: I don't have any jurisdiction here. I'm going to deny the motion.

MS. WEISSHAUS: Again denying my motions.

THE COURT: Yes. I don't sit here --

MS. WEISSHAUS: Why?

THE COURT: Because I have no power to grant it.

MS. WEISSHAUS: My constitutional rights have been violated all the times. They taking away my property, like in Germany.

THE COURT: The New York State courts and the judges of New York State have an obligation to enforce the Constitution.

MS. WEISSHAUS: No, this has nothing to do with New York State; this has to do with conspiracy, due process, nothing. How can they take away my property that I worked for 40 years? I took in Mr. Gondle for nothing and he has all the rights here?

THE COURT: I have no power to resolve this dispute.

MS. WEISSHAUS: Who has the power?

THE COURT: The state court judge.

MS. WEISSHAUS: There is no state court judge.

THE COURT: There is.

MS. WEISSHAUS: The state courts are corrupt.

THE COURT: I don't think they're corrupt.

MS. WEISSHAUS: You don't think it's corrupt?

THE COURT: No.

MS. WEISSHAUS: I have to prove it someplace.

THE COURT: Well, there's a procedure to move -- if you think that the judgment was obtained by fraud, then --

MS. WEISSHAUS: How can somebody go in state court and lie and do everything? I'm sorry, I have just oral surgery -- and get everything. Is there no court at all here?

THE COURT: There is a court. If you can show that the judgment was obtained by fraud, you have a procedure to move to set it aside.

MS. WEISSHAUS: Where? In state court, there is no justice.

THE COURT: In state court. In state court, yes.

MS. WEISSHAUS: There is no justice.

THE COURT: That's not true.

MS. WEISSHAUS: I'm telling you, there is no justice in state court.

THE COURT: Most people --

MS. WEISSHAUS: I went there. The judge never -- he says I have an appeal. He never looked at my papers. This was everything obtained ex parte. What's going on here? It's worse even than like in Germany. It's worse, because I'm not the only one. I'm telling you, there is many people who are upset. There's a conspiracy with (UI) judges and nobody cares. People are being corrupt.

THE COURT: I can't do anything about it.

MR. FLOYD: Thank you, your Honor.

MS. WEISSHAUS: I have to appeal your decision, I guess?

THE COURT: I don't know. I guess.

MS. WEISSHAUS: Somebody has to have jurisdiction. They just cannot take property away from people.

THE COURT: They can't.

MS. WEISSHAUS: They can.

THE COURT: They have to have --

MS. WEISSHAUS: So where should we go?

THE COURT: Look, I don't know the whole history of this case, but there are procedures in state court. There was a judgment entered. If you think the judgment was wrongly entered --

MS. WEISSHAUS: The judgment is wrong. I

complained about the judgment, but to who?

THE COURT: So you take an appeal. You take an appeal to the Appellate --

MS. WEISSHAUS: Judge (UI). They say that he doesn't rule on my papers. They are being taken out from the court and they just disappeared.

THE COURT: I don't know. I cannot help you.

MR. FLOYD: Thank you, your Honor.

* * * * * * * * *

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

Lisa Barron

7/12/99

Date

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

GIZELLA WEISSHAUS,	:	99 Civ. 1493 (ERK) (JMA)
Plaintiff,	:	**ORDER**
- against -	:	
SOL MERMELSTEIN, et al.,	:	
Defendants.	:	

KORMAN, C.J.

Separate motions to dismiss have been brought by each of the following sets of defendants:

1. Regosin, Edwards, Stone & Feder and Saul E. Feder;

2. John Leventhal and Louis Rosenthal;

3. Bank of New York;

4. Joseph Mainiero;

5. James H. Shaw, Jr., Richard D. Huttner, Jerome M. Becker, Warren Glassner and the State of New York; and

6. Jeffery Y. Buss.

The motions are granted.

SO ORDERED.

Brooklyn, New York
March 31, 2000

Edward R. Korman
United States District Judge

"16"

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
BROOKLYN, NEW YORK 11201

CHAMBERS OF
EDWARD R. KORMAN
U.S. DISTRICT JUDGE

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE $300

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UNITED STATES COURTS
USC 426

Gizella Weisshaus
203 Wilson St.
Brooklyn, NY 11211

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ORIGINAL

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----------x

GIZZELLA WEISSHAUS,

Plaintiff,

-against-

Civil Action No. CV-99-1493 (ERK)

SOL MERMELSTEIN, HERSH GINSBERG a/k/a ZVI MEIR GINSBERG, WARREN GLASSNER, JAMES H. SHAW JR., RICHARD D. HUTTNER, JOHN LEVENTHAL, LOUIS ROSENTHAL, JEROME M. BECKER, EDWARD FAGAN, AGUDAS HARABBONIM a/k/a UNION OF ORTHODOX RABBIS OF THE UNITED STATES AND CANADA, LAW FIRM OF " REGOSIN, EDWARDS, STONE AND FEDER, ESQ.", SAUL E. FEDER, JOSEPH MAINIERO, JEFFERY Y. BUSS, ROBERT GOLDSTEIN, NORMAN LANGER, THE BANK OF NEW YORK and the STATE OF NEW YORK,

Defendants.

----------x

REQUEST FOR ENTRY OF DEFAULT

Order
The motion
is denied
ERK
7/7/99

TO THE HONORABLE ROBERT C. HEINEMANN, CLERK OF THE UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK:

Request is respectfully made that pursuant to Rule 55(a) of the Federal Rules of Civil Procedure, the default of Defendant STATE OF NEW YORK, by reason that said Defendant failed to timely plead or otherwise defend, as required by law, as appears from the annexed affirmation, be entered.

DATED: BROOKLYN, NEW YORK
June 3th 1999,

Yours, etc.,

Gizella Weisshaus

Gizella Weisshaus
203 Wilson Street
Brooklyn, New York 11211
Tel. (718) 387-0026

5

17

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

X

GIZELLA WEISSHAUS,

Plaintiff,

99-CV-1493(ERK)

-against-

SOL MELMELSTEIN, HERSH GINSBERG a/k/a ZVI MEIR GINSBERG, WARREN GLASSER, JAMES SHAW JR. RICHARD D. HUTTNER, JOHN LEVENTHAL, LOUIS ROSENTHAL, JEROME M. BECKER, EDWARD FAGAN, AGUDAS HARABBONIM a/k/a UNION OF ORTHODOX RABBIS OF THE UNITED STATES AND CANADA, LAW FIRM OF "REGOSIN, EDWARDS, STONE AND FEDER, ESQ, " SAUL E, FEDER, JOSEPH MAINIERO, JEFFERY Y. BUSS, ROBERT GOLDSTEIN, NORMAN LANGER, THE BANK OF NEW YORK and the STATE OF NEW YORK,

Defendants.

X

CERTIFICATE

I, Robert C. Heinemann, Clerk of the United States District for Eastern District of New York, do hereby certify that the docket entries in the above entitled action indicate that the defendant,

was served with a copy of the complaint and summons by personal service upon Hersh Ginsberg a/k/a Zvi Meir Gisnberg on May 3rd 1999; Edward Fagan, Esq. on April 28th 1999; Agudas Harabbonim a/k/a Union of Orthodox Rabbis of The U.S. and Canada on May 10th 1999; The State of New York Eliot Spitzer on March 31st 1999.

I further certify that the docket entries indicate that

has not filed its answer or otherwise moved with respect to the complaint herein. The default of Hersh Ginsberg a/k/a Zvi Meir Gisnberg; Edward Fagan, Esq.; Agudas Harabbonim a/k/a Union of Orthodox Rabbis of The U.S. and Canada, The State of New York Eliot Spitzer, defendants, is hereby noted.

Dated: Brooklyn, New York
June 15, 1999

ROBERT C. HEINEMANN
Clerk

By: _____
Deputy Clerk

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

x

GIZELLA WEISSHAUS,

DEFAULT JUDGEMENT
99-CV-1493

Plaintiff,

SOL MELMELSTEIN, HERSH GINSERG a/k/aZVI MEIR GINSBERG, WARREN GLASSER, JAMES SHAW, JR., RICHDARD D. HUTTNER, JOHN LEVETHAL LOUIS ROSENTHAL, JEROME M. BECKER, EDWARD, AGUDAS HARABBONIM a/ka UNION OF ORTHODOX RABBIS OF THE UNITED STATES AND CANADA, LAW FIRM OF "REGOSIN, EDWARDS, STONE AND FEDER, ESQ., "SAUL E. FEDER, JOSEPH MAINIERO, JEFFERY Y. BUSS, ROBERT GOLDSTEIN, NORMAN LANGER THE BANK OF NEW YORK and the STATE OF NEW YORK

Defendants.

X

The summons and complaint in this action having been duly served on the above-named defendant(s) on March 31st 1999, April 28th 1999, May 10th 1999, and May 3th 1999 and said defendant(s) having failed to plead or otherwise defend in this action, and said default having been duly noted, upon the annexed declaration of default judgement.

NOW, on motion of Gizella Weisshaus, Pro Se, plaintiff, it is hereby

ORDERED and ADJUDGED that Gizella Weisshaus, the plaintiff, does recover of the defendant(s) who reside at Hersh Ginsberg a/k/a Zvi Meir Gisnberg 1235 47 Street Brooklyn, New York 11219; Edward Fagan, Esq. One World Trade Center Suite 5215 New York 10048; Agudas Harabbonim a/k/a Union of Orthodox Rabbis of The U.S. and Canada East 235 Broadway, New York, New York 10002; The State of New York Eliot Spitzer 120 Broadway, 24 Floor, New York, New York 10271; the defendant(s), the sum of $40 million dollars, the amount claimed, plus interest in the sum of 5 percent and with costs and disbursements that the Court deems proper and, the plaintiff have execution thereof.

Dated: Brooklyn, New York
June 9th 1999

By: Gizella Weisshaus

AO 440 (Rev. 10/93) Summons in a Civil Action

United States District Court

EASTERN DISTRICT OF NEW YORK

GIZZELLA WEISSHAUS,

-against-

SOL MERMELSTEIN, HERSH GINSBERG a/k/a ZVI MEIR GINSBERG, WARREN GLASSNER, JAMES H. SHAW JR., RICHARD D. HUTTNER, JOHN LEVENTHAL, LOUIS ROSENTHAL, JEROME M. BECKER, EDWARD FAGAN, AGUDAS HARABBONIM a/k/a UNION OF ORTHODOX RABBIS OF THE UNITED STATES AND CANADA, LAW FIRM OF " REGOSIN, EDWARDS, STONE AND FEDER, ESQ.", SAUL E. FEDER, JOSEPH MAINIERO, JEFFERY Y. BUSS, ROBERT GOLDSTEIN, NORMAN LANGER, THE BANK OF NEW YORK and the STATE OF NEW YORK,

SUMMONS IN A CIVIL CASE

CASE NUMBER:

CV 99 1493

KORMAN, J.

AZRACK, M.

TO: (Name and address of defendant)

SEE ATTACHED

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

PRO SE:

GIZELLA WEISSHAUS
203 WILSON ST
BROOKLYN, N.Y. 11211

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

ROBERT C. HEINEMANN
CLERK

MAR 16 1999
DATE

(BY) DEPUTY CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----------x

GIZZELLA WEISSHAUS,

Plaintiff,

-against-

Civil Action No. CV-99-1493

SOL MERMELSTEIN, HERSH GINSBERG a/k/a ZVI MEIR GINSBERG, WARREN GLASSNER, JAMES H. SHAW JR., RICHARD D. HUTTNER, JOHN LEVENTHAL, LOUIS ROSENTHAL, JEROME M. BECKER, EDWARD FAGAN, AGUDAS HARABBONIM a/k/a UNION OF ORTHODOX RABBIS OF THE UNITED STATES AND CANADA, LAW FIRM OF " REGOSIN, EDWARDS, STONE AND FEDER, ESQ.", SAUL E. FEDER, JOSEPH MAINIERO, JEFFERY Y. BUSS, ROBERT GOLDSTEIN, NORMAN LANGER, THE BANK OF NEW YORK and the STATE OF NEW YORK,

Defendants.

----------x

REQUEST FOR ENTRY OF DEFAULT

TO THE HONORABLE ROBERT C. HEINEMANN, CLERK OF THE UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK:

Request is respectfully made that pursuant to Rule 55(a) of the Federal Rules of Civil Procedure, the default of Defendant(s): EDWARD FAGAN AGUDAS HARABONIM-UNION OF ORTHODOX RABBIS OF THE UNITED STATES AND CANADA - HERSH GINSBERG a/k/a ZVI MEIR GINSBERG by reason that said Defendant(s) having failed to timely plead or otherwise defend, as required by law, as appears from the annexed affirmation, be entered.

DATED: BROOKLYN, NEW YORK
June 3th 1999,

Yours, etc.,

Gizella Weisshaus

Gizella Weisshaus
203 Wilson Street
Brooklyn, New York 11211
Tel. (718) 387-0026

USDC EDNY

Gizella Weisshaus — Index No. 99 cv 1993 (Calendar No.)

against — Plaintiff(s) Petitioner(s)

Sol Meemelstein, et. al — Defendant(s) Respondent(s)

AFFIDAVIT OF SERVICE

STATE OF NEW YORK, COUNTY OF: SS.:

The undersigned, being sworn, says: Deponent is not a party herein, is over 18 years of age and resides at 2502 Main Ave, New York, New York 11691

On April 28, 1999 at 2:30 P.M., at 301 South Livingston St, Livingston, New Jersey deponent served the within

☒ summons and complaint ☐ summons ☐ with notice ☐ summons, Spanish summons and complaint, the language required by NYCRR 2900.2(e), (f) & (h) was set forth on on the face of the summons(es)

☐ subpeona duces tecum ☐ notice of petition and petition

☐ citation ☐ subpeona

☐

on Edward Fagan ☒ defendant ☐ witness ☐ respondent { hereinafter called the recipient } therein named

INDIVIDUAL 1. ☒ by delivering a true copy *of each* to said recipient personally; deponent knew the person so served to be the person described as said recipient therein.

CORPORATION 2. ☐ a corporation, by delivering thereat a true copy *of each* to personally, deponent knew said corporation so served to be the corporation, described in same as said recipient and knew said individual to be thereof.

SUITABLE AGE PERSON 3. ☐ by delivering thereat a true copy *of each* to a person of suitable age and discretion. Said premises is recipient's ☐ actual place of business ☐ dwelling place ☐ usual place of abode within the state.

AFFIXING TO DOOR, ETC. 4. ☐ by affixing a true copy *of each* to the door of said premises, which is recipient's ☐ actual place of business ☐ dwelling place ☐ usual place of abode within the state. Deponent was unable, with due diligence to find recipient or a person of suitable age and discretion, thereat, having called there

MAILING TO RESIDENCE SE WITH 3 OR 4 5A. ☐ Deponent talked to at said premises who stated that recipient ☐ lived ☐ worked there. Within 20 days of such delivery or affixing, deponent enclosed a copy of same in a postpaid envelope properly addressed to recipient at recipient's last known residence, at and deposited said envelope in an official depository under exclusive care and custody of the U.S. Postal Service within New York State.

MAILING TO BUSINESS SE WITH 3 OR 4 5B. ☐ Within 20 days of such delivery or affixing, deponent enclosed a copy of same in a first class post paid envelope properly addressed to recipient at recipient's actual place of business, at in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State. The envelope bore the legend "Personal and Confidential" and did not indicate on the outside thereof, by return address or otherwise, that the communication was from an attorney or concerned an action against the recipient.

DESCRIPTION ☐

☒ Male	☒ White Skin	☐ Black Hair	☐ White Hair	☐ 14-20 Yrs.	☐ Under 5'	☐ Under 100 Lbs.
☐ Female	☐ Black Skin	☒ Brown Hair	☐ Balding	☐ 21-35 Yrs.	☐ 5'0"-5'3"	☐ 100-130 Lbs.
	☐ Yellow Skin	☐ Blonde Hair	☐ Mustache	☐ 36-50 Yrs.	☐ 5'4"-5'8"	☐ 131-160 Lbs.
	☐ Brown Skin	☐ Gray Hair	☐ Beard	☐ 51-65 Yrs.	☒ 5'9"-6'0"	☒ 161-200 Lbs.
	☐ Red Skin	☐ Red Hair	☒ Glasses	☐ Over 65 Yrs.	☐ Over 6'	☐ Over 200 Lbs.

Other identifying features: Thin muscular. Plaid shirt. Retrieved by a male secretary.

WITNESS FEES ☐ $ the authorizing traveling expenses and one days' witness fee: ☐ was paid (tendered) to the recipient ☐ was mailed to the witness with subpeona copy.

MILITARY SERVICE ☐ I asked the person spoken to whether recipient was in active military service of the United States or of the State of New York in any capacity whatever and received a negative reply. Recipient *wore ordinary civilian clothes and no military uniform.* The source of my information and the grounds of my belief are the conversations and observations above narrated. Upon information and belief I aver that the recipient is not in military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Sworn to before me on the 4th day of May, 1999

WILBUR McREYNOLDS
Notary Public, State of New York
No. 31-4943044
Qualified in New York County
Commission Expires Oct. 17, 2000

License No.

Pam A. Parr

147—Affidavit of service: multi-purpose form, 10 pt. type, 1-95

Affidavit of Service

On April 28, 1999 at approximately 2:30 pm in the afternoon I walked into the offices of the Livingston Insurance agency and announced to a male receptionist that I was here to see Edward Fagan.

When the receptionist left the curved greyish 4 foot high desk he went to a room straight back about 10 yards to an office and spoke to someone and said "Someone is here to see you."

I snuck around the back of some cubicles and moved at the office and gave a copy of the summons and complaint to an extremely large man believing him to be Edward Fagan.

When I reached the receptionist desk to inquire about Edward Fagan, a Thinnish man identifying himself as Edward Fagan somehow knew that the summons and complaint was authored by Gizella Weisshaus.

I placed the summons + complaint on the desk just before him. Just then he turned around and went into the area leading to the office where the receptionist spoke.

Before I could leave Mr. Fagan returned with

Sworn to before me
on This 4th day of May 1999

NOTARY PUBLIC

WILBUR McREYNOLDS
Notary Public, State of New York
No. 31-4943044
Qualified in New York County
Commission Expires Oct. 17, 2000

Ken A. Lass

Plaintiff(s) Petitioner(s)

against

SOL MERMELSTEIN

Defendant(s) Respondent(s)

AFFIDAVIT OF SERVICE

STATE OF NEW YORK, COUNTY OF: NY ss.:

The undersigned, being sworn, says: Deponent is not a party herein, is over 18 years of age and resides at 2502 Matt ave. NY, NY 11691

On May 3, 1999 at 2:00 P.M., at 1235 47th St, Brooklyn NY,

deponent served the within

- ☒ summons and complaint
- ☐ subpeona duces tecum
- ☐ citation
- ☐ summons ☐ with notice
- ☐ notice of petition and petition
- ☐ subpeona
- ☐
- ☐ summons, Spanish summons and complaint, the language required by NYCRR 2900.2(e), (f) & (h) was set forth on on the face of the summons(es)

on Hersch Ginsberg ☒ defendant ☐ witness ☐ respondent { hereinafter called the recipient } therein named

INDIVIDUAL 1. ☒ by delivering a true copy *of each* to said recipient personally; deponent knew the person so served to be the person described as said recipient therein.

CORPORATION 2. ☐ a corporation, by delivering thereat a true copy *of each* to personally, deponent knew said corporation so served to be the corporation, described in same as said recipient and knew said individual to be thereof.

SUITABLE AGE PERSON 3. ☐ by delivering thereat a true copy *of each* to a person of suitable age and discretion. Said premises is recipient's ☐ actual place of business ☐ dwelling place ☐ usual place of abode within the state.

AFFIXING TO DOOR, ETC. 4. ☐ by affixing a true copy *of each* to the door of said premises, which is recipient's ☐ actual place of business ☐ dwelling place ☐ usual place of abode within the state. Deponent was unable, with due diligence to find recipient or a person of suitable age and discretion, thereat, having called there

MAILING TO RESIDENCE USE WITH 3 OR 4 5A. ☐ Deponent talked to at said premises who stated that recipient ☐ lived ☐ worked there. Within 20 days of such delivery or affixing, deponent enclosed a copy of same in a postpaid envelope properly addressed to recipient at recipient's last known residence, at and deposited said envelope in an official depository under exclusive care and custody of the U.S. Postal Service within New York State.

MAILING TO BUSINESS USE WITH 3 OR 4 5B. ☐ Within 20 days of such delivery or affixing, deponent enclosed a copy of same in a first class post paid envelope properly addressed to recipient at recipient's actual place of business, at in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State. The envelope bore the legend "Personal and Confidential" and did not indicate on the outside thereof, by return address or otherwise, that the communication was from an attorney or concerned an action against the recipient.

DESCRIPTION ☐

☐ Male	☐ White Skin	☐ Black Hair	☐ White Hair	☐ 14-20 Yrs.	☐ Under 5'	☐ Under 100 Lbs.
☐ Female	☐ Black Skin	☐ Brown Hair	☐ Balding	☐ 21-35 Yrs.	☐ 5'0"-5'3"	☐ 100-130 Lbs.
	☐ Yellow Skin	☐ Blonde Hair	☐ Mustache	☐ 36-50 Yrs.	☐ 5'4"-5'8"	☐ 131-160 Lbs.
	☐ Brown Skin	☐ Gray Hair	☐ Beard	☐ 51-65 Yrs.	☐ 5'9"-6'0"	☐ 161-200 Lbs.
	☐ Red Skin	☐ Red Hair	☐ Glasses	☐ Over 65 Yrs.	☐ Over 6'	☐ Over 200 Lbs.

Other identifying features:

WITNESS FEES ☐ $ the authorizing traveling expenses and one days' witness fee: ☐ was paid (tendered) to the recipient ☐ was mailed to the witness with subpeona copy.

MILITARY SERVICE ☐ I asked the person spoken to whether recipient was in active military service of the United States or of the State of New York in any capacity whatever and received a negative reply. Recipient *wore ordinary civilian clothes and no military uniform.* The source of my information and the grounds of my belief are the conversations and observations above narrated. Upon information and belief I aver that the recipient is not in military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Sworn to before me on MAY 14 1999

State of New York
County of New York

Christine Alexander

License No.

Peter G. Peter

CHRISTINE ALEXANDER
Notary Public, State of New York
No. 31-5024824
Qualified in New York County
Commission Expires

age of 18 and am not a party to the action and that I personally served a copy of the summons and complaint on HERSH GINSBERG, who fits the description of the attached picture, at 1235 47th Street in Brooklyn, New York on May 3, 1999 approximately 2pm in the afternoon.

Mr. GISNberg was talking to a short man about 5'9" and Mr. Ginsberg, about 6'0", accepted the summons and complaint in his hand.

Peter C. Poser
Peter A. Poser
2502 Mott Ave.
N.Y.N.Y 11691

Sworn to before me
on this 11th day
in May 1999

NOTARY PUBLIC

WILBUR McREYNOLDS
Notary Public, State of New York
No. 31-4943044
Qualified in New York County
Commission Expires Oct. 17, ____

PRESS RELEASE - AUGUST 29, 2001

RE: 9/8/00 NY Times-WABC-TV "20-20":
"Lawyer in Holocaust Case Faces Litany of Complaints"

WHAT: THE REST OF THE STORY...

THE FIRST DEPARTMENT APPELLATE DIVISION'S DEPARTMENTAL DISCIPLINE COMMITTEE, INSTEAD OF PROSECUTING VICTIMS' COMPLAINTS TO DISBARMENT, HAS FAILED TO FOLLOW ITS OWN PROCEDURAL RULES, AND IS PROTECTING ATTORNEY EDWARD L. FAGAN FROM SUSPENSION/DISBARMENT!

> On 9/8/00 Barry Meier of The New York Times reported:
> "Less than four years ago, a little-known personal-injury lawyer named Edward D. Fagan stood next to an Auschwitz survivor at a news conference in New York and announced an audacious lawsuit, accusing Swiss banks of stealing money 50 years ago from those who died in the Holocaust..."
>
> "That particular Auschwitz survivor, Gizella Weisshaus, who was the lead plaintiff in the Holocaust Assets litigation, was also dumped on by Edward Fagan. He failed to show up in several court cases involving other actions in which he was supposed to be representing her."

Weisshaus' own complaint filed in 1998 was summarily dismissed by the discipline committee. It was rewritten by a paralegal and refiled on 9/1/00. Although Department rules require that respondents reply to the charges within 20 days, more than nine months have elapsed, and Fagan has failed to respond.

The rules of the committee (22 NYCRR 603 et seq) provide that the Committee should promptly forward complaints to respondents for reply, and that reply should be made within 20 days. After being stonewalled for more than nine months, Weisshaus believes there is a coverup in this particular case. (In other complaint proceedings, when a respondent fails to submit an answer to a complaint, the Committee would normally seek suspension, and a continued nonresponse would result in disbarment.)

Fagan was quoted in the 9/8/00 Times article as saying, "I'm not an ambulance chaser," but he has since traveled to Austria to pick up American clients from the Austrian tunnel train fire. Ambulance chasing constitutes professional misconduct! Fagan abandoned his old cases to chase the big bucks!

FAGAN HAS ENGAGED IN CONDUCT IMMEDIATELY THREATENING THE PUBLIC INTEREST. Weisshaus has made the following allegations, among others:
(1) engaging in forgery by filing court papers in her name after she terminated his services in the Holocaust Assets case against the Swiss banks;
(2) conversion of escrow funds in connection with another matter in which he was representing her; and
(3) neglect of several other cases that he was handling for her.

THE DISCIPLINARY COMMITTEE IS COVERING UP FOR FAGAN,
BY NOT FOLLOWING ITS OWN RULES?

WHY?

As a result of the refusal of the Committee to do its job, Weisshaus cannot continue to keep her complaint confidential and will be releasing the complaint and her correspondence with the Committee

CONTACT: GIZELLA WEISSHAUS, UNION OF HOLOCAUST SURVIVORS
203 WILSON STREET, BROOKLYN, N.Y. 11211
TEL. (718) 387-0026 FAX (718) 387-6370

"19"

John Hassan NewsViews NEWS-VIEWS-PHOTOS
43 Cynthia Lane Center Moriches Long Island New York 11934
telephone: 631 878-8572 -2601

BETH DIN

The Union of Orthodox Rabbis of the United States and Canada, registered as a charitable organization, is actually engaged in numerous nefarious enterprises and racketeering in collusion with judges and lawyers acting as agents or procurers and attorneys of victims in state and federal courts in a travesty and a sham called Beth Din presided over by Rabbi Tzvi Ginsberg.

Unsuspecting victims are lured into this subterfuge on the pretext of a pre-trial examination, counseling and mediation - not a trial or binding resolution of matters of state or federal law. There are no records or transcripts and commonly no evidence or witnesses. Even the victims may be excluded from the session and denied the right to observe, examine, rebut or submit documentation relevant to the disputed claims or any personal statement. In fact the victims may not even understand the language spoken at the session.

The unwritten decisions can be skewed to multiple interpretations or intentional misinterpretations but they are held to be cognizable and unappealable judicial determinations dispositive of substantial and fundamental legal rights in state and federal courts. The accomplices in these enterprises benefit themselves regardless of the harm they inflict on either of the victims of the pact that they negotiate together with Rabbi Tzvi Ginsberg. They involve secret, unfathonable, political and financial entanglements shielded by religious prerogative.

Besides conducting a corrupt enterprise and racketeering, they are committing a fraud against the state and federal courts and they are violating their own charter as a not for profit, charitable/religious organization. Principles of comity must not obscure or countenance a symbiont, obsequious and pernicious alliance between church and state courts and lawyers and police.

Prominent among the actors involved in these devious transactions are Rabbi Tzvi Ginsberg and Rabbi Moses Teitelbaum and pedagogical exponent, Professor Aaron Twerski, among others. And lawyers Jerome Becker and Edward D. Fagan are more than eager to insinuate themselves in any way or position on scheme to dispose of other peoples property.

These trysts and entanglements with judicial and extra-judicial auspices are so convoluted and multifarious that to understand requires a interview with;

GIZELLA WEISSHAUS
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203 WILSON STREET
BROOKLYN, N. Y. 11211
TEL. (718) 387-0036
FAX (718) 387-6370

he Latest Episode

Center Moriches
May 7, 2001

o The Editor,

Jurisprudence in Nazi Germany id in the United States allowed in vidual rights to own property and iblic access to the courts to adjudi- te those rights under the law. Both gal systems also provided for the at- chment of private property and for e appointment of administrators, ceivers, guardians, lawyers, and istees to be substituted for the vners and to be paid by the owners the businesses and properties they vned. And in both systems the end sult was that the owners often suf- red a total confiscation of their operty without compensation by ese fiduciary representatives who ere unknown to one another but iosen by a judge without the own- s' consent.

In the latest episode of the Voyage the Damned, the same victims of ie Nazi Holocaust whose property as confiscated by courts and banks i Germany and Switzerland 60 years go found it to be confiscated again i the United States today by capi- ilists and officials under the same rinciples of law.

Gisella Weisshaus, president of the Union of Holocaust Survivors, a sur- ivor of Auschwitz, Geisenchluchen)il Refinery, and Somerda Amuni- ons Factory, was the original plain- ff in a United States District Court iwsuit against Union Bank of witzerland, Swiss Bank Corp., Cred- Suisse, 100 other banks, and 100 ohn Does to recover funds they and heir murdered parents had deposit- d in defendant banks before World Var II.

Her original lawyer, named Fagan, nd Alphonse D'Amato recruited a core more lawyers to create a class ction that immediately attracted rominent American Jewish organi- ations and their lawyers, including he World Jewish Congress, Agudath srael, and several more who de- nanded to be named plaintiffs.

At this point, Ms. Weisshaus was excluded from all court proceedings nd she discharged her attorney for forgery and fraud. She (and her new ittorney) was also barred from at- tending a Washington conference on Holocaust-era assets at the State De- partment in December, 1988, and was ordered to leave State Depart- ment property because she was seen talking to other conference atten- dees, and leaders of Jewish organiza- tions complained to State Depart- ment officials.

Some of the attendees were academics and spectators who had no personal involvement in money in Swiss banks being discussed. She opted out and was ousted from all continuing proceedings in the class action as the Jewish organizations were substituted as plaintiffs instead.

The history of betrayal and despair among the Holocaust survivors toward the World Jewish Congress in particular is their memory of Rabbi Weissmandl's vain effort to persuade the Congress to provide funds to pay officials in Eastern Europe not to deport Jews to concentrations camps. In 1943, Rabbi Weissmandl traveled to W.J.C. headquarters in Switzerland to plead with Saly Mayer for money, which was denied. And letters to W.J.C. headquarters in New York City went unheeded, strikingly similar to the fate of the passengers of the S.S. St. Louis in 1939.

And it is becoming known that the agreed settlement between the Jewish organizations and the Swiss banks in the amount of $1.25 billion is only a tiny fraction of the amounts belonging to the Jews' accounts, not considering interest. The Jewish organizations will reap scores of millions of dollars for administering and distributing these funds and serving as trustees, and the most any account owner can hope to get will be $500 or $1,000.

It is further agreed that all residual undistributed or unclaimed assets will be kept by the charities/trustees, the plaintiff Jewish organizations, and the nation of Israel. That is not a great incentive to locate the beneficiaries of the trust and to ascertain the validity of their claims or of their heirs.

Despairingly convinced that kleptocracy, not democracy, is the ulterior nature of this pact, Gisella Weisshaus and other members of the Union of Holocaust Survivors have concluded that their gruesome nightmare of Nazi persecution and plunder is revisiting them in the U.S.A. under the same rule of law, the same courts and clergy, and the same aura of authority and respectability cloaking an ungodly tyranny. Once again they are persecuted and plundered by their nation, their neighbors, and their friends.

Ms. Weisshaus embarked on another leg of her journey for peace and retribution before the United States Supreme Court on May 6, joining with A Matter of Justice Coalition, an alliance of 18 civil rights organizations, to petition the court for an expansive vision of life, liberty, due process, and equal protection and to protest against judicial corruption, abuse, and brutality in the squalid courts.

Americans are not registering to vote in order to avoid being summoned for jury duty in a state of fear and distrust and vehement contempt toward a depraved legal system and those who wear blue uniforms or black robes, whom they regard as uber-Nazis. Need a witness? God help you.

They believe that many or most cases are fixed, that judges are involved in perfidy and peculation and subversion of fundamental rights and laws, and that bar associations are haunts of organized crime. It seems that, unlike the S.S. St. Louis, passengers on this ship and this voyage are increasing in number and devotion and determination to defy the menace of tyranny and to reach their promised land. All aboard!

JOHN HASSAN

The East Hampton Star, May 31, 2001

THE EAST HAMPTON STAR
FOUNDED IN 1885

LETTERS ☆ EDITOR
Business and Editorial Offices:
P.O. Box 5002, 153 Main Street
East Hampton, N.Y. 11937
Phone 324-0002/Fax 324-7943

UNION OF HOLOCAUST SURIVIVORS

WE WANT TO EXPOSE THE FRAUDULENT HANDLING OF THE HOLOCAUST SETTLEMENT THE COURTS, JUDGES, LAWYERS, AND JEWISH ORGANIZATIONS. NO CLAIMANT IN THIS ACTION (HOLOCAUST SURVIVOR) WAS EVER ASKED IF THEY APPROVED OF THIS SETTLEMENT, MANY ARE LIVING IN IMPOVERISHED CIRCUMSTANCES, OLD AND SICK WITH NOBODY TO CARE WHILE THE SO-CALLED JEWISH ORGANIZATIONS ARE CLAIMING THE MONIES FOR THEMSELVES, LIVING THE "HIGH LIFE" ON THE "BLOOD" OF THE PARENTS AND RELATIVES OF THE HOLOCAUST SURVIVORS.

WE WILL NOT WAIT ANY LONGER!!

HELP US TO GET JUSTICE IN JUDGE KORMANS; AND SPECIAL MASTER JUDAH GRIEBETZ
A PAST PRESIDENT OF THE MAJOR JEWSIH ORGANIZATIONS SHOULD DISCLOSE THEIR
RELATIONSHIP WITH UNDER " RULE 19 "

OVER

Union of Holocaust Survivors
203 Wilson Street
Brooklyn, NY 11211
TEL. (718) 387-0026
FAX (718) 387-6370

By Certified Mail

July 5, 2001

Justice Ruth Bader Ginsburg
United States Supreme Court
One First Street, N.E.
Washington, DC 20543

RE: Gizella Weisshaus v. Union Bank of Switzerland, et al.
CV 96-4849 (ERK) (MDG)

Dear Justice Ginsburg:

I am a person with much respect for the American Justice system. It therefore pains me that I must direct a complaint against a federal judge.

It is imperative that Your Honor be informed of the numerous judicial improprieties taking place in the above referenced case. I am writing you not as an outsider to the matter, but as the lead plaintiff of the case. Additionally, I wish to advise Your Honor, that after having personally observed repeated illegal activities between the attorneys and the court, I felt it my duty as an American citizen to opt-out from the settlement of the case. Surely, I need not remind Your Honor that the settlement was for a hefty one and a quarter billion dollars.

As the lead plaintiff in the case, I personally followed the case very thoroughly. Attorney correspondences as well as the Court docket sheets were always checked very carefully. The Swiss government agreed to pay the settlement contingent on receiving full releases. My written request to opt-out out included a long list of judicial improprieties that I personally observed. My letter clearly demonstrated the entire unfairness behind the planned distribution of the proceeds. What in-fact happened was that non-holocaust participants were permitted to join the case. American organizations whose members were never looted by Nazi Germany and whose families never held money in Swiss banks, were suddenly permitted to share in our proceeds. It is not the purpose or place in this letter to delve into those details. Additionally, my letter demanded a trial by jury, as stated in my

initial summons and complaint. My letter was surely to the case like throwing a monkey wrench in a washing machine. Together with me, other co-plaintiffs in the case also joined to opt-out from the settlement. Unfairly, the Court with the attorneys in the case made sure the Swiss Government defendant was kept ignorant of our desire to opt-out. The Court, by Judge Edward Korman, sealed the file. The strange reason given for the sealing was in the words of Judge Korman, dated January 12, 2001, "to protect the privacy of those opting-out."

Your Honor, I opted-out of the settlement in a timely fashion on October 21, 1999. From that date until January of this year, a total of eight alleged motions were brought to Judge Korman, fraudulently using my name. The attorneys bringing those motions are not my lawyers. The alleged lead counsel, Robert A. Swift, an attorney from Philadelphia, Pennsylvania, falsely claims to represent me. He certainly does not represent me and certainly never had any retainer or other agreement with me. Prior thereto, on August 12, 1998, as per a transcript of the settlement before Judge Edward R. Korman, he appeared falsely alleging to represent me. I can unequivocally state that he was never my attorney. I was not advised of the supposed settlement, and was not present. Surely, had I been advised prior to the settlement, I would have appeared there in person and opposed it. Mr. Swift is presently asking millions of dollars for his unauthorized representation in the case. Additionally, I have challenged him with certain matters regarding his pro hac vice admission to the Eastern District of New York. To this day he has been unable to show a copy of the official receipt from the Deputy Clerk, reflecting his twenty five dollar payment in this case.

Another lawyer, Edward Fagan, who practices in New York State, was initially my lawyer on the case. He too has no written fee agreement with me. Soon after the case began to proceed I discovered Mr. Fagan to be soliciting clients from non-holocaust participants. This was overtly in contradiction to our oral agreement. Additionally, during about April 1998, I discovered that Mr. Fagan had misappropriated $82,500 from my escrow account, and transferred same to his own private account. At that time I filed a Grievance Committee complaint against Mr. Fagan. During August 1998, at the settlement before Judge Edward R. Korman, he appeared there as my lawyer. Mr. Fagan, was careful to keep the matter secret from me. I fired Mr. Fagan from representing me in the case by written letter dated November 20, 1998. I believe, that absent any written retainer, Mr. Fagan should not have any authority regarding settlement in this case. He breached our oral agreement. His misconduct and solicitations to non-holocaust participants was directly in conflict with my better interests and the interests of those legitimate co-plaintiffs that were indeed holocaust survivors. Despite all the above, Edward Fagan, like Robert A. Swift, seeks millions of dollars in attorney fees.

Unfortunately, the story does not stop here. Although, I never opted-out of the case, only out of the settlement, I was since January of this year improperly removed from the caption of the case. This was done apparently by Judge Edward Korman without my consent or knowledge.

Judge Korman has recently in another unrelated case known as CV 99-1493 (ERK), where I owned a Brooklyn property in partnership, has ordered my entire share in that property confiscated without due process of law. I can show that the court's order was directly a result of my failure to be cooperative with Judge Korman in the Swiss case. My losses in that case run in excess of four hundred thousand dollars. Surely a heavy price to pay for my trying to seek truth and justice. There is a lot of money waiting to be distributed among many non-holocaust participants. Apparently, the court finds no problem with disposing of whistle blowers.

Your Honor, I am not seeking a sympathetic ear. The entire case or cases before Judge Korman must be thoroughly probed. I am certain there is much more behind the scenes and behind closed doors to warrant a criminal investigation. The funds should be frozen until the matter is properly investigated. I trust you will look into the matter and protect the true victims of the holocaust from being re-looted on American soil.

Very sincerely yours,

Gizella Weisshaus

Gizella Weisshaus

cc: President George W. Bush
Chief Justice William H. Rehnquist
Justice Ruth Bader Ginsburg
Justice David H. Souter
Justice John Paul Stevens
Justice Sandra Day O'Connor
Justice Anthony M. Kennedy
Justice Antonin Scalia
Justice Clarence Thomas
Justice Steven Breyer

cc; Hon. Attorney General John Ashcroft
U.S Department of Justice
Federal Bureau of Investigation Washington
Federal Bureau of Investigation 26 Federal Pl.
Senator Hillary Clinton
Chief Judge Edward R. Korman
Magistrate Marilyn D. Go
Lisa J. Greenberg U.S.Court of Appiels
Staff counsel
Roger M. Witten for Appellant

U.S. Department of Justice

Federal Bureau of Investigation

Washington, D. C. 20535-0001

February 16, 2001

Ms. Gizella Weisshaus
203 Wilson Street
Brooklyn, New York 11211

Dear Ms. Weisshaus:

Your recent communication to the FBI was referred to the Economic Crimes Unit for reply.

I am forwarding copies of your communication to our New York office. If it should become necessary for the FBI to obtain additional information from you, you will be contacted by a representative from that office. Should you wish to provide any additional information which you believe may be of investigative interest to the FBI, please furnish the specific details directly to that office located at 26 Federal Plaza, 23rd Floor, New York, NY 10278-0004.

Sincerely,

Joseph L. Ford, Unit Chief
Economic Crimes Unit
Financial Crimes Section
Criminal Investigative Division

1 - New York Office

Additionally, I Received A Letter From The F.B.I. Dated Feb. 16 2001 Which States (Your Recent Communication to the F.B.I. Was Referred to the Economic Crimes Unit for Reply) I Sent Them additional Information I have Not Been Contacted By The F.B.I. WHY!!!

Gizella Weisshaus

LICENSE TO STEAL:

WE SURVIVED HITLER, ONLY TO BE RIPPED OFF BY THE LAWYERS: THEY WERE GOING TO HELP US RECOVER OUR STOLEN ASSETS FROM THE SWISS BANKS.

THEY GOT MILLIONS -
AND WE GOT NOTHING!

THE PHONY CHARITIES
WERE NEXT IN LINE
FOR HANDOUTS.

CLASS ACTIONS ARE
A SICK JOKE,
AND SHOULD BE OUTLAWED!

Union of Holocaust Survivors