

- 1 J. Morton Weintraub v Feldman 16830/88 N.Y. Sup.
- 2 Cong Lantut v Beth M. Chemed 18095/80 - 9742/88 ?
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**CERTIFIED TRANSLATION FROM THE Hebrew LANGUAGE**

By help of G-d

Rabbi Hersh M. Ginsberg  
Director of Union of Orthodox Rabbis  
of USA and Canada

To the honored Mr. Mordechai Weintraub, may you live long

I am herewith writing to you these lines in order to fulfill the  
Bybblical verse "You should be guiltless by G-d and by the Jews", and  
also in order to make you be standing on truth.  
Well, once again I went through your Din-Torah files in connection  
with the dispute between you and Mr. Naftali Feldman, and I found that  
thank G-d we made everything corresponding with the Jewish law without  
any kind of doubt.

As far as you came with threats telling me that in case I will not  
change the Rabbinical Court Decision (something which is impossible  
according to the Jewish law, because the Rabbinical Court does not  
have the power to change a Rabbinical Court Decision after it was  
issued by them) - and if I will not give you a writing according to  
your wish then you will send a writing to six thousand people with  
libel against me, what a pity!, if you act like this g-d forbid,  
however in spite of all that it's impossible for me to twist the  
judgement, g-d forbid, because for this it is said "You should not  
be deterred from a man".

I am praying that G-d should send a spirit from heaven that you should  
act according to the laws of the Torah obeying the judgement of the  
Din-Torah and thus "peace for Jews"

Writing this for truth and justice

Signed: Rabbi Zvi Meir Ginsberg

**CERTIFICATE OF ACCURACY**  
**"TARGUM" 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,  
**Moshe Holczler**

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

Subscribed and affirmed to before me **DANIEL GOLDSTEIN** day of **May** 19 **92**

Notary Public, State of New York  
City of **Spring Valley**  
County of **Rockland**  
State of New York  
Qualified in Rockland County  
Commission Expires **Feb. 28, 1993**

Signature of translator

In the Matter

OF

The Arbitration Of Certain Controversies  
between NATHAN FELDMAN, MOELLY FELDMAN,  
ON MY OWN RESTAURANT CORP. and MNF  
RESTAURANT CORP.,

Petitioners,

-and-

J. MORTON WEINTRAUB and  
J. DAVID WEIS,

Respondents.

AFFIRMATION

Index No. 19880/88

IAS Part I

RABBI HERSH H. GINSBERG, under penalty of perjury, affirms:

1. I am an Orthodox Jewish Rabbi and I make this affirmation in lieu of an affidavit because of the dictates of my faith.

2. I affirm that I was the Chief Arbitrator in the matter of dispute between the above mentioned Petitioner and Respondents. The Decisions represent the findings of the Rabbinical Court.

3. Paragraph 2 of the May 1988 Decision discharges Mr. Feldman of all responsibilities related to the entire "Business," as defined in paragraph 2 therein. Paragraph 4 of the May Decision says "After all of the above said, the above parties shall not have any claims or arguments against each other."

4. Mr. Weintraub and Mr. Weis should pay the Petitioner \$35,000.00 plus attorney fees pursuant to paragraph 3 of the May 1988 Decision and February Decision of the Rabbinical Court.

5. The Rabbinical Court reached a final decision in this case and, as evidenced by my letter to Mr. Weintraub, which is annexed hereto, the Rabbinical Court has no right to change the decision.

Dated: December 15, 1992  
New York, New York

  
RABBI HERSEY H. GINSBERG

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

J. MORTON WEINTRAUB and J. DAVID WEIS,  
Plaintiffs,

- against -

NATHAN FELDMAN, MOLLY FELDMAN, ON  
MY OWN RESTAURANT CORP. and MNF  
RESTAURANT CORP.,

Defendants.

AFFIDAVIT

Index No. 16830/88

RABBI HERSH M. GINSBERG, being duly sworn, deposes and  
says:

1. I was the Chief Arbitrator in a matter of dispute  
between the above mentioned Plaintiffs and Defendants. A copy of  
the Decision of Rabbinical Court is attached hereto, made a part  
hereof and marked as Exhibit A.

2. The above mentioned Plaintiffs were ordered to pay  
the above mentioned Defendants the sum of \$35,000.00. Said sum  
was to be placed in the Rabbinical Court escrow account. Checks  
for the said sum were placed in the Rabbinical Court escrow  
account. Said checks were returned and marked "insufficient  
funds". Upon learning that the checks were returned, I notified  
Mr. Feldman. A copy of said letter is attached hereto, made a  
part hereof and marked as Exhibit B.

I never at any time told Mr. Weintraub, Mr. Weis or Mr.  
Bergman to withdraw their funds on their checks and I was furious  
to find out that Mr. Weintraub told Judge Edwards I had in-

structed him to do so. In any event, I telephoned Mr. Weintraub and Mr. Weis and requested that they deposit sufficient funds immediately. As of this date, they have not deposited sufficient funds.

WHEREFORE, I respectfully request that this Honorable Court direct the Plaintiffs to deposit sufficient funds so that they are in compliance with the Decision of the Rabbinical Court

DATED: October 12, 1988  
New York, New York

*Rabbi Hersh M. Ginsberg*  
RABBI HERSH M. GINSBERG

SWORN TO BEFORE ME THIS  
THE 12<sup>th</sup> DAY OF OCTOBER,  
1988.

*Louis Trainer*  
NOTARY PUBLIC

LOUIS TRAINER  
Notary Public, State of New York  
No. 24-4751503  
Qualified in Kings County  
Commission Expires May 1, 1989  
LIC

CERTIFIED TRANSLATION FROM THE H e b r e w LANGUAGE

By help of G-d

RABBI HERSH M. GINSBERG  
Rabbi-Dean and Principal of Yeshiva Jacob Joseph  
Director of Union of Orthodox Rabbis of the USA and Canada

THIRD SUMMONS AND WARNING

On the 20th day of Adar Sheni 5749 (March 27/89)

To the honored Congregation "CH.M.D.Nitra" G-d shall be with them. They should live! ---- Mr. Yisroel David Rochlitz, President.

Upon request of Congregation "Zerah Kodesh -- Lanzut" we are summoning you the third time to stand with them trial, before the undersigned Rabbinical Court in order to judge how to accomplish the Rabbinical Court Decision which was issued by us on the 33rd day of Omer Count-ing in 5748 (May 5. 1988), in connection with the dispute which is between you.

Please appear before the undersigned Rabbinical Court on the evening of the first day (Sunday) at 6 P.M., on the 26th day of Adar Sheni, this year (April 2. 89) at the above address. (1235 47h Str; Brooklyn NY. 11219

If you will not appear at the above time, we will be compelled to issue a "Contempt of Rabbinical Court" order, G-d forbid!

With hon-or

Signed:  
Rabbi Zvi Meir Ginsberg Rabbi Yekutiel Zalman Graus Rabbi Yitzchok Chaim Seltenreich

**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 and ENGLISH languages,
- 2. That he carefully prepared the attached English translation of the annexed document written in the Hebrew language.
- 3. That the said translation is a correct and true rendering of such document and the whole thereof.

Subscribed and affirmed to before me this 15 day of ~~April~~ **April** 19 89

City of Sprg Villy  
County of Rockland  
State of New York

**NOTARY PUBLIC**  
State of New York  
No. 44-1835001  
Qualified in Rockland County  
Certificate File in Kings County  
Commission Expires Nov. 30, 1989

Signature of translator

R E S E N T:

Hon. Julius Vinik  
Justice

-----X  
CONGREGATION ZERA KODESH LANZUT,  
Plaintiff(s),

INDEX NO. 18095/90

-against-

CONGREGATION BETH MEDRASH CHEMED,  
Defendant(s). -----X

O R D E R 9742/88

MOTION BY: Plaintiff

RELIEF REQUESTED: Declaratory judgment

PAPERS READ: Order to show cause dated 7/12/90, affidavit of Sholom Wagshall affirmed 7/4/90 and exhibits annexed, reply affirmation of Jeffrey D. Buss dated 8/30/90; affirmation of David Rochlitz affirmed 8/7/90 and exhibits annexed, in opposition; and after hearing argument of counsel.

ORDER: Plaintiff brings this action for a judgment declaring that it holds title to premises 159 Rodney Street, Brooklyn, New York, free and clear of any easements in favor of the adjoining property (161 Rodney Street), and moves by this order to show cause served with the summons and complaint, for such judgment.

Defendant opposes, because a) granting plaintiff's application will provide the ultimate relief; b) defendant has acquired an easement by prescription over a portion of plaintiff's property for ingress and egress, which was uninterrupted and undisputed for the requisite period; and c) triable issues of fact exist precluding summary disposition of plaintiff's claim.

Procedurally, plaintiff's motion for summary judgment before answer is unauthorized. CPLR 3211(b) permits a motion to dismiss a defense, but nowhere (except CPLR 3213) is final judgment authorized before an answer is served.



PLAINTIFF'S BAD FAITH AND MISREPRESENTATIONS

22. This Court is respectfully requested to examine the dates upon which plaintiff took certain actions.

23. First, the initial application to Justice Shaw was made on May 3, 1988 and served on May 4th, 1988. It was returnable on May 18th, 1988, and was granted on default.

24. The supporting affirmation, which was signed under penalty of perjury by David Rochlitz on May 3, 1988, states in paragraph "11" that if defendant "submits" to the jurisdiction of a rabbinical court, "this action will be transferred there". Further, the supporting affirmation for this contempt application implies in paragraph "12" that the parties submitted their dispute to a rabbinical court "subsequent" to the request for relief made to this Court.

25. This implication is false and calculated to mislead the Court. Note that the decision of the Rabbinical Court which this Court improperly confirmed is dated May 5, 1988, just one day after the service of the Order to Show Cause in this action.

26. In truth, the Rabbinical arbitration was commenced on March 22, 1988 pursuant to a written agreement which was signed by David Rochlitz, (Exhibit "C"). Thus Mr. Rochlitz had actual knowledge that the parties were arbitrating when he filed his

Buildings Department.

34. This information was shared with plaintiff and the Rabbinical Court. Plaintiff's response was to file a motion to confirm the May 5th decision, and to ignore requests of the Rabbinical Court to return to the Beth Din to reconsider the May 5th decision.

35. This Court signed an order confirming the May 5th decision on November 7, 1988. Prior to that date, the Rabbinical Court had made numerous informal efforts to induce the plaintiff to return to the Rabbinical Court for the purpose of reconsidering its May 5, 1988 decision. On November 14, 1988, in response to plaintiff's refusal to comply, the Beth Din issued a summons to plaintiffs requesting that they return. Plaintiffs ignored this summons, along with approximately eight (8) additional summons, (Exhibit "G").

36. Further, on November 21, 1988, Anthony Lee, an examiner for the New York City Department of Buildings, specifically rejected the work contemplated by the May 5th, 1988 rabbinical court decision. According to Mr. Lee, the contemplated work would violate the NYC Building Code, (Exhibit "H").

37. The Building Department's rejection of the Rabbinical court plan was affirmed by the Deputy Borough Superintendent, Ralph Herman, on January 11, 1989 in a written letter to



RABBI HERSH M. GINSBERG

הרב צבי מאיר גינזבערג  
ר"מ ומנהל ישיבת ר' יעקב יוסף  
מנהל אגודת הרבנים דארה"ב וקנדה

413 GRAND STREET  
NEW YORK, N. Y. 10002

פסק דין

כדבר והסכסוך בין הני הרי צדדים, מצד אחד "קהל ביהמ"ד חמ"ד", וכמד השני "קהל ביהמ"ד לאנצוט", ואחרי שטבענו כל הטו"ח והדו"ד שביניהם, והתמו שני הצדדים הנ"ל סר בירורין וקבלו בקגא"ס לקיים הפס"ד שיצא מאתנו, יצא מאתנו הפס"ד דלהלן:  
(א) קהל לאנצוט הנ"ל יש להח רשות לבנות בחצר שלהם בחנאי שישארו מקום בצד של ביהמ"ד חמ"ד נייטרא באופן דלהלן:  
(1) יכולים לבנות כל הסטח עד ביהמ"ד של נייטרא עד החלון השני, ז.א. "8' 19", וכסם נהלאה עד סוף החצר להניה 4' לצד של ביהמ"ד נייטרא.  
(2) אם יש צורך, יש רכות לנייטרא להשתמש בגגו של ביהמ"ד לאנצוט לצורך פיער עסקים.

(ב) אסור לסני הצדדים הנ"ל ללכת לערכאות.

(ג) אחרי כל זה אין לסני הצדדים הנ"ל שום סענות והביעות זה כנגד זה.

יה"ר שיתרבה כבוד שמים להרבות פעלים לחורה ולתפילה עד ביאת גואל צדק בב"א, וסלו' על ישראל.

ולראי' באעה"ח היום אור ליום ל"ג בעומר חשמ"ח לפ"ק פה נוא יארק

הרב צבי מאיר גינזבערג  
הרב יצחק חיים זעלסענר  
הרב יקותיאל זלמן גרוין

המובן בפסק דין הנ"ל באות א', אף שכל הסטח שייך לקהל לאנצוט, אבל יש רשות לקהל חמ"ד - נייטרא להשתמש בשטח זה, בצד הבנין משך 4' רוחב ובערך 30' לאורך, לצורך פיער - עסקים.

ולראי' באעה"ח היום כ"ז סיון חשמ"ח לפ"ק פה נוא יארק

הרב צבי מאיר גינזבערג

CERTIFIED TRANSLATION FROM THE Hebrew LANGUAGE

By help of f-d

Rabbi Hersh M. Ginsberg  
Dean and Director of Yeshiva Jacob Joseph  
Director of Union of Orthodox Rabbis of the United States and Canada

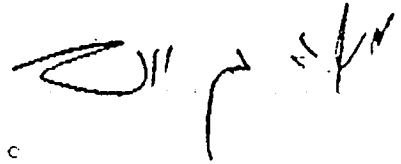
In the matter of dispute between Congregation "CHMD of Nitra" and Congregation "Zerah Kodesh of Lanzut", in which matter the above mentioned two parties had signed the Arbitration Contract and complied with the Authorization Ritual, promising to fulfill the Court Decision which will be issued by us the undersigned Rabbinical Court, and also having heard all arguments, demands and claims between them, we had issued a Rabbinical Court Decision on the 33rd day of Omer Counting 5748 (May 5, 1988). After having seen the documents from the "Building Department" according to which it is impossible to fulfill the above mentioned Rabbinical Court Decision, we had sent many Summonses in writing and verbally to the above mentioned two parties to return to the undersigned Rabbinical Court in order to be able to fulfill the above mentioned Rabbinical Court Decision, however to our sorrow the party of "CHMD of Nitra" did not agree by no means to reappear before the undersigned Rabbinical Court, in that Rabbinical Court Decision which we had issued on the 33rd day of Omer Counting 5748 (May 5, 1988) has no validity at all until the above mentioned Congregation of Nitra will appear before the undersigned Rabbinical Court, that Rabbinical Court for which the two parties fulfilled the Authorization Ritual and signed the Arbitration Contract and they participated in Judgement of their Dispute, in order to judge how to fulfill the Rabbinical Court Decision.

So we are signing on the 6th day of month Ab 5749 (August 7, 89) here at New York.

Signed: Rabbi Zvi Meir Ginsberg  
Typed the names of Rabbi Yekutiel Zalmen Graus  
Rabbi Yitzchok Chaim Seltenreich

**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 is a translator of the Hebrew and ENGLISH languages.  
2. That he carefully prepared the attached English translation of the annexed document written in the Hebrew language.  
3. That the said translation is a correct and true rendering of such document and the whole thereof.  
Subscribed and affirmed to before me this 15 day of August 19 89  
at Brooklyn County of Kings State of New York  
Notary Public, State of New York  
No. 44-1839001  
Qualified in Rockland County  
Certificate File in Kings County  
Commission Expires Nov. 30, 1989

Signature of translator  


RABBI HERSH M. GINSBERG

הרב צבי מאיר גינזבערג  
ר"מ ומנהל ישיבת ר' יעקב יוסף  
מנהל אגודת הרבנים דארה"ב וקנדה

בנוגע להסכסוך בין קהל "חמ"ד ד' נייטרא" ובין קהל "זרע קודש ד' לאנצוס", אשר שני הצדדים הנ"ל חתמו שטר בירורין וקבלו בקגא"ס לקיים הפסק דין שיצא מאתנו הבי"ד הח"מ, ואחרי ששמענו כל הסו"ת והדו"ד שביניהם יצא מאתנו ביום ל"ג בעומר תשמ"ח פסק דין. אחרי שראינו המסמכים מה"בילדינג דעפארט-מענט" שלפי דבריהם אי אפשר לבצע את הפס"ד הנ"ל שלחנו כו"כ הזמנות בכתב ובע"פ אל שני הצדדים הנ"ל לחזור להבי"ד הח"מ כדי לדון ע"ד לבצע את הפסק דין הנ"ל, אבל לדאבונו הצד של "חמ"ד ד' נייטרא" לא הסכימו בשום אופן שבעולם להופיע לפני הבי"ד הח"מ כדי לדון ע"ד לבצע הפסק דין.

לאור הנ"ל היות שלפי המסמכים מה"בילדינג דעפארטמענט" אי אפשר לבצע הפס"ד הנ"ל שיצא מאתנו ביום הנ"ל לכן אין להפס"ד שיצא ביום ל"ג בעומר תשמ"ח שום תוקף ועוז, עד שקהל נייטרא הנ"ל יבאו לפני הבי"ד הח"מ, הבי"ד ששני הצדדים קבלו בקגא"ס וחתמו שטר בירורין ודנו על הדו"ד שביניהם, כדי לדון ע"ד לבצע הפסק דין.

וע"ז באעה"ח היום ו' מנ"א תשמ"ט לפ"ק פה נוא יארק

*צבי מאיר גינזבערג*

הרב צבי מאיר גינזבערג הרב יקותיאל זלמן גראוס הרב יצחק חיים זעלטענרייך

P.O. BOX 173  
SPRING VALLEY, N.Y. 10911  
TEL: 214-354-0176

CERTIFIED TRANSLATION FROM THE H e b r e w LANGUAGE

By help of G-d

RABBI MERSH M. GINSBERG

Dean and Principal of Yeshivath Jacob Joseph  
Director of Union of Orthodox Rabbis of the USA and Canada

To the honored Mr. Kalman Strobl - to the honored Mr. Moshe Citron:

I herewith inform you that having again heard claims and demands and after much contemplation, we arrived to the decision, that the Rabbinical Court Decision which was issued by us on the 10th day of Menachem Av of this year (Aug. 11, 1989) in the matter of dispute between you, remains in it's force and you have to fulfill the above mentioned Rabbinical Court Decision in it's entirety without any postponement or delay. Therefore please get in touch with us immediately in order to set a date to appear before the undersigned Rabbinical Court within a week from today in order to execute the above mentioned Rabbinical Court Decision.

210 pieces -- \$ 57,000.00

So I am signing today, the next day after Yom Kippur of 5750 (Oct. 10, 89) here at Brooklyn

Signed: Rabbi Zvi Meir Ginsberg

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 Benyone ----- who after being duly sworn, deposes and says:

- 1. That he is a translator of the Hebrew and ENGLISH languages.
- 2. That he carefully prepared the attached English translation of the annexed document written in the Hebrew language.
- 3. That the said translation is a correct and true rendering of such document and the whole thereof.

Subscribed and affirmed to before me this 26 day of October 19 89  
in City of Brooklyn  
Notary Public, State of New York  
IMRE HOLCZLER  
150 12th Street

Signature of translator

RABBI HERSH M. GINSBERG

ח"ר נבי מאיר גינזבערג  
ר"מ ומנהל ישיבת ר' יעקב יוסף  
מנהל אגודת חרביים דארמ"ב וקנדה

אל כבוד ר' קלמן סטראבל נ"י - אל כבוד ר' משה ציטראן נ"י

חנני בוח להודיעכם, שאחרי שמוע עוד ס"ח ואחרי עיון רב, באנו לידי החלטה,  
שהכסף דין שיצא מאתנו ביום י' מנחם אב ס.ז. בנוגע לחסכסוד שביניכם, בתוספת  
עומד, ועליכם לקיים את חפס"ד חנ"ל במלואו בלי שום דיחוי ואיחור.  
לכן נא להתקטר אתנו תיכף כדי לקבוע זמן לחופיע לפני חכ"ד חח"מ במסך שבוע מחיוב  
כדי לבצע את חפס"ד חנ"ל.  
וע"ז באעה"ח היום סחרת יו"כ תש"ן לפ"ק מה בדוקליון

210 pieces - \$57,000

נאום צבי מאיר גינזבערג

ח"ר נבי מאיר גינזבערג



RABBI HERSH M. GINSBERG

הרב צבי מאיר גינזבערג  
ר"מ ומנהל ישיבת ר' יעקב יוסף  
מנהל אגודת הרבנים דארה"ב וקנדה

אל כבוד ר' אברהם שטראבעל נ"י זר' קלמן שטראבעל נ"י - "עיי-קעי-עס דזולערי מענופעקטשורערס קארפ."

אל כבוד ר' משה ציטראן נ"י - "נארטיק אינדאסטריעס אינק." שלום וברכה:

הנה ביום ר"ח מנ"א תשמ"ס באתם שני הצדדים (הנקראים הלאה - ציטראן - שטראבעל) וחתמתם סטר בירורין לקיים את הפס"ד שיצא מאתנו הח"מ.  
ביום י' אב תשמ"ס יצא פסק דין שסטראבעל מחויב לקבל הסחורה מציטראן, ושטראבעל מחויב לשלם לציטראן הסך של חמשים ושבעה אלפים דאלער (\$57,000.00).  
ביום ר' מרחשון תש"ן כתבנו לשטראבעל שיקיים הפס"ד, אחרת נהי' נאלצים לתת רשות לציטראן ללכת לערכאות, ושטראבעל יהי' אחראי' על ההוצאות של צעד זה.  
ביום ה' מרחשון קבל ציטראן היתר ללכת לערכאות, וגם פסק שסטראבעל יהי' אחראי על כל הוצאות והיזקות שיהי' לציטראן ע"י זה.  
ביום כ"א סבת תשנ"א הוזמן שטראבעל וציטראן להופיע לפני הבי"ד כדי לברר את סכום ההוצאות שגרם שטראבעל לציטראן, ושטראבעל לא הופיע.  
ציטראן הביא לפני הבי"ד כל ההוכחות ובירורין על הוצאות שהי' לו ע"י שהי' מוכרח ללכת לערכאות כדי לקבל את הסכום הנ"ל שמגיע לו ע"י הפסק דין שיצא מאתנו.  
לאור הנ"ל מר שטראבעל הנ"ל חייב לשלם למר ציטראן הנ"ל הסכום של עשרים ושלושה אלפים וחמשים וארבעה דאלער (\$23,054.00) בעד ההוצאות שגרם לו מר שטראבעל הנ"ל.  
ולראי' באעה"ח היום ג' מרחשון תשנ"ב לפ"ק פה ברוקלין

נאום .....  
צבי מאיר גינזבערג  
הרב צבי מאיר גינזבערג

VERBERG INC.

BROOKLYN, N.Y. 11204  
TEL: 718-854-3040

SPRING VALLEY, N.Y. 12157  
TEL: 514-344-0170

CERTIFIED TRANSLATION FROM THE H e b r e w LANGUAGE

By help of G-d

Rabbi Hersh M. Ginsberg

Dean and Director of Yeshivah Jacob Josef  
Director of Union of Orthodox Rabbis of United  
States and Canada

To the honored Mr. Moshe Czitron and Mr. Kalman Strobel,  
May the live long.

Peace and Blessings:

I herewith inform you in the matter of the Rabbinical Court Decision, which was issued by us on the 10th day of Menachem Av 5749 ( August 11, 1989 ) and on the day after Jom Kippur 5750 (Oct. 10, 1989) in the matter of dispute which exists between you, in-as-much as Mr. Kalman Strobel is obligated to accept the merchandise from Mr. Moshe Czitron and Mr. Strobel is obligated to pay to Mr. Czitron that sum which is set forth in the above mentioned Rabbinical Court Decision.

I t is self understood, that Mr. Strobel has the right to clarify before the undersigned Rabbinical Court, whether the merchandise which he is receiving is that merchandise which was talked about between them, and I said this already a time ago to Mr. Czitron and to his lawyer.

So I am signing on the 4th day of Teves 5750 (January 1, 1990) here at Brooklyn.

signed: Rabbi Zvi Meir Ginsberg

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 and ENGLISH languages.
- 2. That he carefully prepared the attached English translation of the annexed document written in the Hebrew language.
- 3. That the said translation is a correct and true rendering of such document and the whole thereof.

Subscribed and affirmed to before me this 20 day of February 19 90  
Brooklyn  
Notary Public  
IRVING HOLCZLER

Signature of translator

תזמנה שני

ב"ה חיי מרחשון תשנ"א

אל כבוד " צי - קעי - עס - דזולערי" - ר" קלמן ור" אברתם שמראבעל יחיר.

שלום וברכה

שמ"י דרישה ר" משה איזנרמן נ"י - " גארטליק", אנחנו מזמינים אתכם צוח"צ, לעמוד אחר לדין, במני בית הדין של אגודת חרבנים, במשך עשרה ימים בחינם. נא לענות לנו תיכף ומיד על נכונותם לעמוד אחר לדין.

בכבוד רב,

בית דין צדק של אגודת חרבנים

ג.ב. כבר כתבנו לכם שחובליה היא ע"ד הוגאות שלמי דברי החובע חנ"ל

גרמתם לו.

NOV 6 1990

חג"ל



TRANSLATION FROM HEBREW

The Union of Orthodox Rabbis  
of the United States and Canada  
225 East Broadway  
New York, New York 10002

THIRD SUMMONS AND WARNING

Praise the Lord 8 days in Kislev, 5751. To the Honorable AKS  
Jewelry, Reb Kalman an Reb Abraham Strobl, may you long live.

Peace and blessings.

In accordance with the request of Reb Moshe Citron, long may  
he live, "Nortic," we are summoning you the third time to come to  
justice before the court of the Agudath Harobomin within 10 days  
from today. This request that you respond immediately on your  
consent to come before the Court.

With much honor,

Signed,

The Court of Agudath Harobomin

P.S. We have written you before that the complaint relates to  
the expenses which in accordance with the plaintiff set forth  
heretofore you have caused him.

The above

[Seal of the Agudath Harobomin]

citron\uor-3d.trn

GENERAL EXPRESS  
700 N. 4TH ST.  
NEW YORK, N.Y. 10012  
Tel. 530-2542

NOTARY PUBLIC  
P.O. BOX 113  
SPRING VALLEY, N.Y. 10911  
Tel. 914-354-6178

CERTIFIED TRANSLATION FROM THE H e b r e w LANGUAGE

(Continued from previous page)

(Post script)

On the 8th day of Marcheshvon 5750 (Nov.6.1989.)

Being that we did not hear from the above named Mr. Strobel about the above said, therefore permission is being given to the above named Mr. Citron to rescue what belongs to him according to the above mentioned Rabbinical Court Decision through the Courts of Law and Mr Strobl is also responsible for all expenses which he caused to him by this and for all losses.

So I am signing at the above date

Signed: Rabbi Zvi Meir Ginsberg

**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,

Moshe Benyona -----

who after being duly sworn, deposes and says:

that he is a translator of the Hebrew and ENGLISH languages.

and he carefully prepared the attached Hebrew translation of the annexed document written in the English language.

and the said translation is a correct and true rendering of such document and the whole thereof.

and he affirmed to before me this 7 day of Nov 19 89

Signature of translator

City of Brooklyn

County of Kings  
State of New York

Name of Notary Public

**MEMORANDUM**

SUPREME COURT      KINGS      COUNTY      CIVIL TERM: IAS PART 17

JOSEF MEISELS,  
Petitioner,  
-against-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.

By GOLDEN J.

Dated July 13, 19 89.

Index No. 20686/88

STATEMENT OF FACTS

Petitioner moves by Order to Show Cause for an order vacating an arbitration award of a rabbinical court (Beth-Din). Among the primary grounds for the relief requested is Petitioner's claims of violation of CPLR § 7511 subd(b) and CPLR § 7506 and § 7509. Petitioner contends that there was lack of statutory notice of the original award and that thereafter the Beth-Din issued a series of modifications of the alleged original award all in violation of the above-noted sections of the CPLR. In addition, Petitioner contends that there was underlying unfairness in the proceeding and an undercurrent of bias toward the Petitioner exhibited by the Arbitration panel throughout the arbitration hearings. Petitioner also argues that under CPLR § 7511 the award should be vacated because the Arbitration panel exceeded its authority and issued an excessive award. All of the above grounds are advanced as sufficient ground upon which this court should vacate the award.

As an ancillary issue, Petitioner asks that a security deposit held by the Beth-Din should be returned to Petitioner, arguing that the Beth-Din's requirement that he deposit a \$600,000 certified check, taken together with certain alleged ex parte communications by Respondents with the panel, all point to the panel's bias and preconception against him throughout the

and issues in dispute,--and is invalid and a nullity for all purposes under CPLR Article 75.

#### THE BETH-DIN AS A METHOD OF ARBITRATION

Our review, of necessity, must not only entail recognition of the unique set of arbitration rules associated with religious court tribunals but also the scope of this court's ability to review their determinations made in accordance with the authority granted a Beth-Din under Jewish Law, Talmudic Law, and the Code of Jewish Law when measured against secular requirements. The court in the Matter of Kozlowski v. Seville, Inc., -64 Misc2d 109, touched on the distinctions between Jewish legal methodologies. This court believes that there is a serious question as to procedural and substantive methodologies chosen by the parties in this matter which have been glossed over by the Petitioner and Respondents.

We believe however that this issue is of critical importance. Respondents touched on it in Rabbi Hirsch Ginsberg's affirmation dated October 17, 1988. There he took the position that according to the terms of the Bill ~~of Arbitration the "disputes" submitted were to be considered and decided by~~ "compromise related to the law" (Peshara L'Din).

Rabbi Ginsberg argues that the phrase "compromise related to the law" means "to reach a settlement that is just under the circumstances." Rabbi Ginsberg further points out that the terms of the Irrevocable Consent to Arbitrate, also supports this position as it is to be read together with the Bill of Arbitration. This particular argument though is disputed by Rabbi Meisels. Rabbi Ginsberg would have us equate the expansive forfeiture provision of the Bill of Arbitration with a grant of unlimited broad

אגודת הרבנים וארצות הברית וקנדה  
THE UNION OF ORTHODOX RABBIS  
OF THE UNITED STATES AND CANADA

235 EAST BROADWAY  
NEW YORK, N. Y. 10002

964-6337  
964-6338

ב"ה י"ג אלול תשמ"ט  
אל כבוד הרב יהוד' טירנויער שליט"א, הרב צבי מאיר גינזבערג שליט"א,  
הרב אלימלך לויפער נ"י, ר' יהוד' גארפינקעל נ"י, ר' מרדכי כ"ץ נ"י,  
ר' שלמה סינגער נ"י, ר' שלמה צבי שפיטצער נ"י, ר' חיים שמעון פריזלער  
נ"י.

שלום וברכה!

עפ"י דרישת ר' אדרן שווארץ נ"י אנחנו מזמינים אתכם לעמוד אתו לדין,  
כפני בית-דין של זבל"א וזבל"א ושליש, במשך שבוע מהיום.  
נא להודיענו היכף ומיד שם הבורר מצדכם, כדי ששני הדיינים יחקשרו לברור  
דיין - שלישי, ולקבוע זמן ישיבת בי"ד בלי שום דיהוי ואיחור, ויקוב הדין  
אהר, ושלום על ישראל.

בכבוד רב וכוח"ט,

בית דין צדק של אגודת הרבנים





ב"ה

לכבוד,

חברי אגודת הרבנים ובראשם הרה"ג ר' שמחה עלברג שליט"א, יו"ר

בהתאספותכם היום, נקוה שהוא כנסיה שהוא לש"ש, הננו להביא לתשומת לבכם, כי בידכם למנוע חילול שם שמים גדול ונורא אשר לא נהייתה מאז, וחילול כבוד הרבנות וארגונכם.

בתור מנהל אגוה"ר מכהן מר. צבי מ. גינזברג אשר במסוה אגוה"ר מנהל דיני תורה **מושחתיים**, והעמיד נגדי מלבד בעלי הדין אשר נעשקים על ידו עומדים נגדו רבנים אדמוריים וראשי ישיבות ידועים אשר מודיעים קבל עם ועדה כי פסקתו של מר. גינזברג מנוגדים לדין תורה והם מבוטלים ובטלים.

אין את נפשנו להתנצח במכתב קצר זה עם מר. גינזברג אין בכוונתינו כעת להתקיפו אישית אף שיש חומר רב, ואבוי אם יצא זה לרחוב (לדוגמא בעלמא, רצ"ב צילומי צ'קים שקבל עבור דין תורה סך של \$20,000 עשרים אלף דולר בקירוב מצד אחד, בזמן שהיה הוא צד שני שילשל לכיסו עבור "שכר בטלה" ובכלל איזה סכום זה של \$5,000 (מתחת לשולחן) ועוד מצורפים פה צילומים של רבנים על פסקיו).

כדי למנוע פרסומים ומלחמות אשר אין רצוננו בזה נבקשכם להתרות במר. גינזברג שיפסיקן מלשמש כדיין ופוסק ולהמנע מלהיות חבר ב"ד, ולחליפין להתייצב לפני ב"ד מוסכם ומוסמך מיד להוכיח ולבאר פסקי דינו אשר פסק בישבו על מדין כדרישת גדולי הדור שליט"א.

נקוה כן מעכ"ת שליט"א יקחו זאת ברצוניות גמורה למנוע בזיון התורה וחילול ה'. ואנו את נפשנו הצלנו בבקשה והתרעה זאת.

ובימי הרחמים והסליחות תקותינו שיהי "כשיש דין למטה אין דין למעלה" ונכתב ונחתם בספרן של צדיקים לחיים טובים ושנה טובה שנת גאולה וישועה.

At an IAS Part <sup>24</sup> ~~72~~ of the Supreme Court of the State of New York, held in and for the County of Kings at the Supreme Court Building, Civic Center, Montague Street, Brooklyn, New York, on the <sup>13</sup> day of August, 1992.

P R E S E N T:

HON. Justice Gloria Cohen Aronin  
Justice

-----X  
ISSAC OSTREICHER and BLIMA  
OSTREICHER,

Plaintiffs,

-against-

ERNEST OSTREICHER and GOLDIE  
OSTREICHER,

Defendants.

-----X  
SHIA OSTREICHER and MIRIAM  
OSTREICHER,

Plaintiffs,

-against-

ERNEST OSTREICHER and GOLDIE  
OSTREICHER,

Defendants.

Action No. 1

13625/92

REFER TO THE  
HON. GLORIA C. ARONIN

IAS PART 24  
Index No.  
43386/91

ORDER TO SHOW CAUSE  
FOR STAY OF NON-  
PAYMENT PROCEEDINGS

Action No. 2

Index No.  
43387/91

On reading and filing the affirmation of Issac Ostreicher and Peter D. Close, both affirmed to the 12th day of August, 1992, and on all the pleadings and proceedings had herein, let the defendants and their alter ego Burgh Funding Corp. show cause before this Court at an IAS, Part 24 thereof, to be held at the County Courthouse located at 360 Adams Street, Brooklyn, New York on the 27 day of August, 1992 at 9:30 a.m., or as soon

הפסק דין

בצביל הסכסוך בין חני תדי צדדים, מצד אחד ר' אברהם צבי עסטרייכער נ"י ומצד השני בנו ר' יצחק בנימין נ"י ואחרי ששמענו כל הסו"ת והדו"ד שביניהם, וחתמו שני הצדדים שטר בירורין, וקבלו בקבא"ס לקיים הפסק דין שיצא מאתנו, יצא מאתנו הפסק דין דלהלן:

(א) חאב ובנו הנ"ל מחויבים לעשות כל מאמצים להבאת שלום ביניהם, והבן הנ"ל מחויב לבקש מחילה מהוריו על העבר ולקבל על עצמו לקיים מצוה כיבוד אב ואם כהלכה, ( מצוה חמורה שבחמורות זה כיבוד אב ואם, ירושלמי פאה פ"א). וחוריו יתנחגו כלפי בנם כראוי לשומרי תורה ומצוות.

(ב) שני הצדדים מחויבים לחוציא כל הסכסוך והדו"ד מחערכאות ואם יש לחם איזח טענות ותביעות, להביא הכל לפני הבי"ד הח"מ. אבל מותר לאשר את הפס"ד חזה ע"י ערכאות.

(ג) ר' אברהם צבי עסטרייכער הנ"ל צריך להעביר את חדיעד של הבית 148 יועט סטריט, ברוקלין, (קליער דיעד) לבנו ר' יצחק בנימין עסטרייכער הנ"ל. בעד חסך של מאתיים וששים אלף דאלער (\$260,000.00).

(ד) באם אין ביכולתו להשיג "קליער דיעד" על בית הנ"ל אז יחזרו שני הצדדים הנ"ל לפני הבי"ד הח"מ, והבי"ד ידון על "אפשאן" את.ה.

(ה) ר' יצחק הנ"ל אין לו רשות לכנס ל"בעיסמענס-פאלער" של בית הנ"ל בלי רשות, עד לאחר קיום הפס"ד הנ"ל, ור' אברהם צבי הנ"ל או ב"כ אין לו רשות לכנס לשתי קומות העל-יונות בלי רשות ר' יצחק.

ולראי' באעה"ח היום ח"י שבט תשנ"ב לת"ק פח ברוקלין  
צבי מאיר גינזבערג  
הרב צבי מאיר גינזבערג  
הרב יחזקאל גרובער  
היום סג' הרב חיים סגל

[Translation from Hebrew]

[In English:] RABBI HERSH M. GINSBERG  
Rabbi Tzvi Meir Ginsberg

13625/92

Judgment

In the matter between the two sides, one being Rabbi Avraham Tzvi Ostreicher and the other being his son, Rabbi Yitzhak Binyamin, after we heard all the claims and matters between them, and the two parties signed a clarifying document and they accepted unconditionally to adhere to our judgment, our ruling is thus:

a) The abovementioned father and son are obligated to pursue all efforts to bring peace between them, and the abovementioned son is obligated to request forgiveness from his parents for the past and to accept upon himself to fulfill the commandment of "Honor your father and mother" according to Jewish law. (Honor your father and mother is one of the most serious commandments, Yerushalmi Peah Chapter 1), and his parents will treat their son as is deemed for those who follow the Torah and the commandments.

b) Both parties are obligated to remove all quarrels and matters from the civil courts, and if they have any arguments and claims, they must bring all of them to the belowsigned court. But it is permissible to confirm this ruling by means of the civil courts.

c) Rabbi Avraham Tzvi Ostreicher must transfer the deed to the house at 148 Hewes Street, Brooklyn (clear deed) to his son, Rabbi Yitzhak Binyamin Ostreicher, for the sum of two hundred sixty thousand dollars (\$260,000.00).

d) If he cannot acquire a "clear deed" on the abovementioned house, then the two sides will return to the belowsigned court, and the court will rule on a different disposition.

e) The abovementioned Rabbi Yitzhak is not allowed to enter the "basement parlor" of the abovementioned house without permission until after execution of the above judgment, and the abovementioned Rabbi Avraham Tzvi or his agent is not allowed to enter the two upper floors without Rabbi Yitzhak's permission.

As evidence, this is signed today, 18 Sh'vat 5752 here, in Brooklyn.

The Rabbi Tzvi Meir Ginsberg

The Rabbi Yehuda Yerachmiel Gruber

The Rabbi Haim Segel

The Rabbis' signatures are in the office.

---

פ ס ק - ד י ו

בדבר הסכסוך בין הני חרי צדדים, מצד אחד ר' אברהם צבי עספרייכער נ"י, ומצד השני ר' יהושע זאב עספרייכער נ"י ע"י מורשה הרב יקותיאל זלמן גראוס נ"י, ואחרי שקבלו בקגא"ס באנו לידי החלטה על דלהלן:

א) האב ובנו הנ"ל מחויבים לעשות כל מאמצים להבאת שלום ביניהם, והבן ר' יהושע זאב הנ"ל מחויב לבקש מחילה מהוריו על העבר ולקבל על עצמו לקיים מצוות כיבוד אב ואם כהלכה, ("מצוה חמורה שבחמורות זה כיבוד אב ואם" - ירושלמי פאה פ"א), והוריו יחנהגו כלפי בנם כראוי לשומרי תורה ומצוות.

ב) שני הצדדים הנ"ל מחויבים להוציא כל הסכסוך והדו"ד מהערכאות, ואם יש להם איזה סו"ת להביא הכל לפני הדי"ד הח"מ, אבל מותרים לאשר הפס"ד זה ע"י ערכאות.

ג) ר' אברהם צבי עספרייכער הנ"ל צריך לרשום 50% של הבית 134 ראם סטריט, ברוקלין, זאת אומרת ה"בעיסמענט וה"פארלאר" של בית הנ"ל על שם בנו ר' יהושע זאב עספרייכער הנ"ל (קליער דיעד), וההשתמשות של שתי קומות העליונות שייכים לר' אברהם צבי עספרייכער, והבעיסמענט ופאלאר שייכים לר' יהושע זאב עספרייכער, ור' יהושע זאב ישלם לאביו בעד זה הסך של חשעים אלף דאלער (\$90,000.00). ושני הצדדים יקבעו זמן של ה"קלאזינג" בהקדם האפשרי.

ד) ע"ד הזיקות זה כנגד זה ושאר תביעות ממון, יחזרו הצדדים הנ"ל לפני הדי"ד הח"מ, אבל כ"ז אינו מעכב קיום הפסק דין של כל הנ"ל.

ה) ר' אברהם צבי הנ"ל או ב"כ אין לו רשות לכנס לבעיסמענט - פאלארבלי רשות ר' יהושע זאב, ור' יהושע זאב אין לו רשות לכנס לקומות העליונות בלי רשות, וזה חל היכף.

ולראי' באעה"ח היום ז' אדר א' תשנ"ב לפ"ק פה ברוקלין

*(א"מ)*

*ישראל גינזבערג*

*צבי מאיר גינזבערג*

הרב צבי מאיר גינזבערג, הרב יהודה ירחמיאל הלוי גרובערהרב חיים סגל

[Translation from Hebrew]

[In English:] RABBI HERSH M. GINSBERG  
Rabbi Tzvi Meir Ginsberg  
Head of the Organization of Rabbis of the U.S. and Canada

43386/01

Judgment

In the matter between the two sides, one being Rabbi Avraham Tzvi Ostreicher and the other being Rabbi Yehoshua Z'ev Ostreicher, represented by the authorized Rabbi Yekusiel Zalman Gross, and they accepted unconditionally to adhere to our judgment, We came to our ruling as follows:

- a) The abovementioned father and son are obligated to pursue all efforts to bring peace between them, and the abovementioned son Rabbi Yehoshua Z'ev is obligated to request forgiveness from his parents for the past and to accept upon himself to fulfill the commandment of "Honor your father and mother" according to Jewish law. (Honor your father and mother is one of the most serious commandments, Yerushalmi Peah Chapter 1), and his parents will treat their son as is deemed for those who follow the Torah and the commandments.
- b) Both parties mentioned above are obligated to remove all quarrels and matters from the civil courts, and if they have any questions or claims, they must bring all of them to the below-signed court. But it is permissible to confirm this ruling by means of the civil courts.

c) The abovementioned Rabbi Avraham Tzvi Ostreicher is to assign 50% of the house at 134 Ross Street, Brooklyn, that is the "basement and the parlor" of the abovementioned house, in the name of his son, the abovementioned Rabbi Yehoshua Z'ev Ostreicher (clear deed), and the use of the two upper floors belong to Rabbi Avraham Tzvi Ostreicher, and the basement and the parlor belong to Rabbi Yehoshua Z'ev Ostreicher, and Rabbi Yehoshua Z'ev will pay his father for this the sum of ninety thousand dollars (\$90,000.00). And the two sides are to set a time for the "closing" as soon as possible.

d) With regard to the damages one against the other and the monetary claims, the two abovementioned sides will return to the belowsigned court, but all this does not negate the judgment rendered hereto.

e) The abovementioned Rabbi Avraham Tzvi or his agent is not allowed to enter the "basement parlor" without the permission of Rabbi Yehoshua Z'ev and Rabbi Yehoshua Z'ev is not allowed to enter the two upper floors without permission, and this is in effect immediately.

As evidence, this is signed today, 7 Adar 5752 here, in Brooklyn.

[Signature] The Rabbi Tzvi Meir Ginsberg

[Signature] The Rabbi Yehuda Yerachmiel Gruber

[Signature] The Rabbi Haim Segel

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