

THIS LICENCE is given this day of 1999
BY THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET acting
by the Council of the said Borough by GRAEME ROBERT LONGTON CREER
the Controller of Legal Services (hereinafter called "the
Corporation") to

WHEREAS:

(1) The Corporation is the street authority and the highway
authority for the streets listed in the First Schedule hereto
("the Highways")

(2) wishes to place at several locations on
and over the Highways various poles and wires in order to define
certain sections of the perimeter of an eruv

NOW THEREFORE:

1. (1) In this Licence:

(a) "the Corporation" means the Corporation

and its successors as street authority and highway
authority for the Highways

(b) "the licensee" means the said

or such person or persons as is or are for the time
being entitled by virtue of this Licence to do
anything permitted by this Licence to be done

(c) "the 1991 Act" means the New Roads and Street Works
Act 1991 or any statutory modification replacement or
re-enactment thereof

(d) "relevant authority" has the meaning ascribed by

Section 49(6). of the 1991 Act

- (e) "apparatus owner" means the owner of apparatus affected by works
- (f) "the 1980 Act" means the Highways Act 1980 or any statutory modification replacement or re-enactment thereof
- (g) "the Apparatus" means the apparatus described in the First Schedule hereto as "the Apparatus"
- (h) "Pole" means a vertical pole (including its foundations and fixings) of description type design specification materials size dimensions height external colour and external coating approved by the Corporation and the word "Poles" shall be construed accordingly
- (i) "Wire" means a length of Drennan Special Matt Sub-Surface Green Fly Leader 0.3mm diameter fishing line (or of such other similar 0.3mm diameter monofilament line as the Corporation may approve) attached at its one end to one Pole and at its other end to another Pole and suspended between the two Poles concerned at such height or heights and ^{fastness} ~~to a tension~~ approved by the Corporation and the word "Wires" shall be construed accordingly

(2) In Clause 3 hereof "works" means works under the permission given by Clause 2(1) hereof and any works in connection with such works

2. (1) The Corporation:

- (i) in exercise of its powers under sections

50(1) and 94 of the 1991 Act and section 178 of the 1980 Act and all other enabling powers and

- (ii) in consideration of the agreements on the part of the licensee and the conditions hereinafter contained or referred to and on the part of the licensee to be observed and performed

hereby permits the licensee at any time after the date of this Licence until the day of 2002 and subject to the conditions provisions and agreements hereinafter contained or referred to:

- (a) to place and retain the Apparatus in the highway at the locations described in the First Schedule hereto
- (b) thereafter to inspect maintain adjust repair renew or remove the Apparatus and
- (c) to execute any works required for or incidental to works under paragraph (a) or (b) of this clause

(2) This Licence:

- (a) is given without prejudice to the provisions of Part III of the 1991 Act as to the making of requirements by any relevant authority or apparatus owner or as to the settlement of a plan and section and the execution of works in accordance with them;
- (b) does not dispense the licensee from obtaining any

other consent licence or permission which may be required; and

(c) does not authorise the installation of apparatus for the use of which the licence of the Secretary of State is required unless and until that licence has been granted

(3) The licensee hereby acknowledges that the provisions of Schedule 3 to the 1991 Act apply to this Licence insofar as the Poles are concerned and that the provisions of the Second Schedule hereto apply to this Licence insofar as the Wires are concerned

(4) If the licensee is aggrieved by any of the terms or conditions attached to this Licence in relation to the Wires it may appeal to the Magistrates Court sitting at Hendon within 21 days from the date hereof

3. The licensee shall (and in consideration of the permissions by the Corporation hereinbefore granted the licensee hereby agrees with the Corporation that it the licensee will):

(a) (i) carry out any works at its own expense and by contractors approved by the Corporation in a sound and workmanlike manner to the reasonable satisfaction of the Corporation and in accordance with plans drawings specifications method statements and timetables approved by the Corporation before those works commence and with the benefit of and in accordance and compliance with all necessary planning and other permissions consents and approvals and all conditions and requirements attached thereto

- (ii) in particular (but without prejudice to the generality of the foregoing) not install the Apparatus unless the precise design method and detail of its erection and fixing have first been agreed with the Corporation
- (b) afford the Corporation such facilities as it may reasonably require for inspecting the Apparatus and any works and for observing compliance with this Licence;
- (c) ensure that while any works are being carried out the highway is kept reasonably free from mud soil and litter arising from such works;
- (d) maintain in good repair and condition the Apparatus and any other apparatus connected with the Apparatus and ensure:
- (i) that the Apparatus is safely and securely fixed installed erected maintained in position removed and/or dismantled at the relevant time or times in accordance with methods acceptable to the Corporation and *in the opinion of the Corporation or under*
- (ii) that the Apparatus or any ~~part~~ ^{part} or parts thereof ~~do not cause or become a nuisance or annoyance to~~ ^{do not cause or become a nuisance or annoyance to} the owners or occupiers of any premises in the vicinity or to any member of the public being on or passing along the highway and that if any such nuisance or annoyance arises the Apparatus or the relevant part or parts thereof is or are removed forthwith from the highway or the nuisance or

annoyance is abated forthwith

- (e) (i) so far as reasonably possible carry out all maintenance repair and other works under this Licence without disturbance to the highway and so that the highway remains open to traffic at all times;
 - (ii) make good forthwith any damage arising out of the placing or presence in the highway of the Apparatus or the execution of any works authorised by this Licence
 - (iii) take all reasonable precautions for preventing contact between the Apparatus and any building structure or apparatus in close proximity thereto and comply with all reasonable requirements of the Corporation in that behalf
- (f) so far as possible locate and gain access to the Apparatus when necessary without entering on the highway except in exercise of the public right of way along the highway;
- (g) (i) inspect the Apparatus no less frequently than at weekly intervals throughout the term of this Licence;
 - (ii) report to the Corporation forthwith the particulars of any defect or lack of repair in or affecting the Apparatus and/or its installation which is apparent or suspected as a result of any such inspection;
 - (iii) remedy forthwith any such defect or lack of

- repair whether the same shall have been observed on the occasion of any such inspection or shall have been reported to the licensee by the Corporation or any other person;
- (iv) comply forthwith with any reasonable requirements stipulated by the Corporation as to the remedying of any such defect or lack of repair; and,
 - (v) ensure that each Pole is labelled for identification purposes throughout the term of this Licence and that such labelling complies at all times and in all respects with the Corporation's reasonable requirements in that behalf
- (h) remove the Apparatus or any part parts item or items thereof from the highway if the Corporation considers that such removal is necessary for the purpose of the exercise of its functions as highway authority traffic authority or street authority for the highway and serves not less than [] notice upon the licensee requiring such removal PROVIDED that in case of urgency or emergency the licensee shall effect such removal within such period being shorter than [] after service of notice on the licensee as the Corporation shall reasonably stipulate;
- (i) (i) comply with all relevant provisions of Part III of the 1991 Act and of any order regulation scheme arrangement and/or code of practice made issued or approved thereunder and for the time

being in force and;

(ii) comply with all relevant provisions of the Second Schedule hereto;

(j) effect and keep effected such public liability insurance as is necessary to cover all claims and liabilities against which the licensee or the former licensee is obliged to indemnify the Corporation pursuant to paragraph 8 of Schedule 3 to the 1991 Act and paragraph 4 of the Second Schedule hereto and:

(i) such insurance shall be in the sum of £10,000,000 or such other sum as the Corporation may from time to time reasonably stipulate;

(ii) such insurance shall be effected in some insurance office or with underwriters approved by the Corporation;

(iii) it shall be a term and condition of such insurance that the insurer will not cancel the policy or allow the same to lapse unless the insurer shall have given to the Corporation at least [] notice, in that behalf;

(iv) the licensee shall upon request produce to the Corporation satisfactory documentary evidence that such insurance is properly effected and kept effected

4. (1) If in the opinion of the Corporation the licensee is in breach of any provision of this Licence the

Corporation may undertake such works as reasonably appear to it to be expedient to ensure compliance with that provision and the reasonable costs incurred by the Corporation in undertaking any such works shall be paid to the Corporation by the licensee on demand

- (2) If at any time or times the Apparatus or any part or parts or any item or items thereof is or are in the opinion of the Corporation in such condition and/or position so that the highway or any part thereof is obstructed or rendered dangerous and so that urgent work is required to obviate such obstruction or danger then in any such case the Corporation may itself carry out such work and the reasonable costs incurred by the Corporation in undertaking any such works shall be paid to the Corporation by the licensee on demand
5. (1) The licensee may not surrender this Licence except on the expiry of not less than [*5 1/2 months*] notice to the Corporation
- (2) If the licensee shall be wound up or shall enter into liquidation otherwise than for the purpose of a reconstruction or amalgamation or make any arrangement with its creditors or if a receiver shall be appointed in respect of the whole or any part of the licensee's assets then and in any of those cases this Licence shall forthwith cease and determine
 - (3) Any surrender withdrawal or other determination of this Licence shall be without prejudice to any rights of the licensee or the Corporation arising from

anything done or omitted to be done before the date of
surrender withdrawal or other determination

6. (1) Any notice or other document to be served under this
Licence shall be sufficiently served:

(a) upon the Corporation if delivered at or posted
addressed to the Chief Executive at The Town Hall
The Burroughs Hendon London NW4 4BG

(b) upon the licensee if delivered at or posted
addressed to

(2) Service by post shall be effected by properly
addressing pre-paying and sending the notice or other
document by registered post or by the recorded
delivery service and shall be deemed to have been
effected at the time at which the letter would be
delivered in the ordinary course of such post

7. This Licence may not be assigned.

8. The licensee shall pay to the Corporation on execution of
this Licence the sum of £ in respect of the
Corporation's expenses incurred in connection with the
grant of this Licence insofar as it relates to the Poles
and on [] and each anniversary of it a fee
equivalent to the aggregate of the Corporation's expenses
incurred in administering this Licence during the preceding
year

IN WITNESS etc

The First Schedule before referred to

"The Apparatus" means:-

- (1) One Pole at each of the locations listed as location Nos 1 to [] inclusive below:-

location No	street name	Pole location in that street marked by [] on the annexed plan numbered:
1 2 3 etc		

and;

- (2) One Wire at each of the locations listed as location refs A to [] inclusive below:-

location ~~No~~ ref	street name	Wire location in that street marked by [] on the annexed plan numbered:
A B C etc		

The Second Schedule before referred to

1. (1) Where the licensee proposes -
 - (a) to cease using or abandon the Apparatus, or
 - (b) to part with its interest in the Apparatus,it shall give the Corporation at least six weeks' notice before doing so
2. (1) The Corporation may by notice in writing served on the licensee withdraw this Licence -

- (a) if the licensee fails to comply with any condition of this Licence,
 - (b) if the Corporation become aware that the licensee -
 - (i) has ceased to use or has abandoned the Apparatus, or intends to do so, or
 - (ii) has parted with or intends to part with its interest in the Apparatus, or
 - (c) if the Corporation consider the withdrawal of this Licence is necessary for the purpose of the exercise of their functions as street authority.
- (2) The withdrawal takes effect at the end of such period beginning with the date of service as may be specified in the notice.

The period shall not be less than seven working days in the case of a withdrawal under sub-paragraph (1) (a) or (b), and shall not be less than three months in the case of a withdrawal under sub-paragraph (1) (c).

3. (1) Where this Licence expires or is withdrawn or surrendered, the Corporation may remove the Apparatus or alter it in such manner as they think fit and reinstate the street, and may recover from the former licensee the expenses incurred by them in doing so.
- (2) If they are satisfied that the former licensee can, within such reasonable time as they may specify, remove the Apparatus or alter it in such manner as they may require and reinstate the street, they may authorise it to do so at its own expense.
- (3) Before executing any works under this paragraph the

Corporation or the former licensee, as the case may be, shall give not less than seven working days' notice to any person whose apparatus is likely to be affected and shall satisfy their requirements as to the method of executing the works and as to the supervision of the works by them

- (4) In this paragraph and paragraph 4. below "the former licensee" means the person who immediately before the expiry, withdrawal or surrender of this Licence was the licensee

4. (1) The licensee shall indemnify the Corporation against any claim in respect of injury, damage or loss arising out of -

(a) the placing or presence in the street of the Apparatus, or

(b) the execution by any person of any works authorised by this Licence;

and the former licensee shall indemnify the Corporation against any claim in respect of injury, damage or loss arising out of the execution by the Corporation or the licensee of any works under paragraph 3.

- (2) The liability of the licensee or former licensee under this paragraph arises -

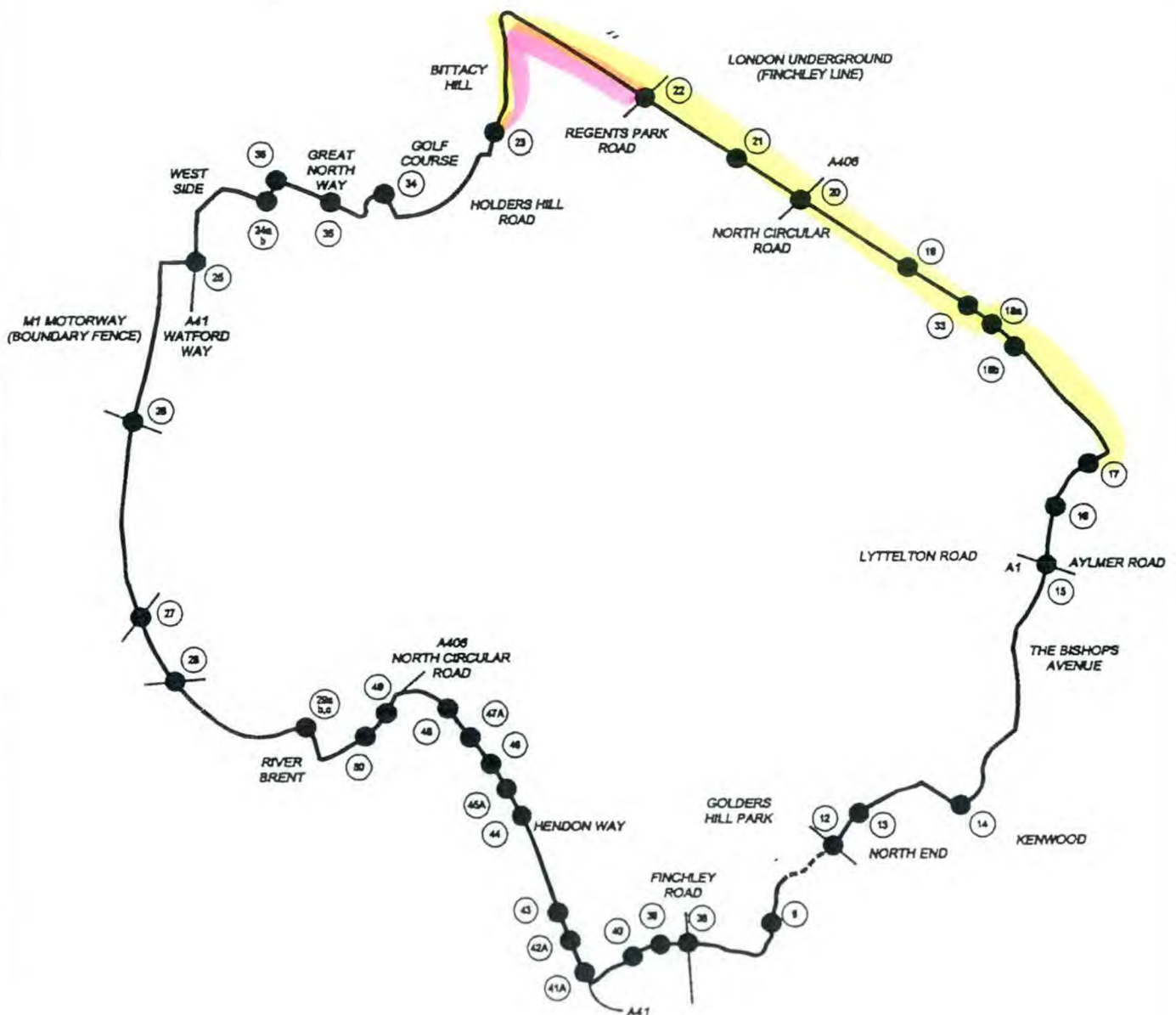
(a) whether or not the damage or loss is attributable to negligence on their part or on the part of any person for whom they are responsible, and

(b) notwithstanding that they are acting in pursuance

of a statutory duty

- (3) However, their liability does not extend to damage or loss which is attributable to misconduct or negligence on the part of -
- (a) the Corporation or a person for whom the Corporation are responsible, or
 - (b) a third party, that is, a person for whom neither the licensee or former licensee nor the Corporation are responsible
- (4) For the purposes of this paragraph the persons for whom a person is responsible are his contractors and any person in his employ or that of his contractors

Appendix A



Initiated by JOK	SCHEME:	Anne Lippitt, BSc., Dip Tp., MRTPI Director of Environmental Services	BARNET LONDON SOUTHCEN ENGINEERING SERVICES
Drawn by CB	PROPOSED ERUV		
Checked by KEB	TITLE:	Dave Renvoza, BSc., C.Eng., MICE., FCIWEM Acting Assistant Director Client and Consultancy Services, Barnet House, 1255 High Road, Whetstone, London, N20 0EJ. Tel. 0181 359 2000 Fax. 0181 359 4455	DRAWING No.
Date	SCHEMATIC LOCATION PLAN		17104/2
14.10.98	Scales NOT TO SCALE 8.		O.S. Ref. e:\acad\job\draught

Post in pavement outside #1 **Devonshire Road** [REF 23]

Wire spans to post in pavement adjacent to steel arrow-topped railing surrounding "**Dolliscroft**" on corner of north corner of **Bittacy Hill** and **Devonshire Road**.

Although the railing has an entrance gap, the estate is "close bounded" and there are no other exits.

Perimeter turns left into **Vineyard Avenue** which is a cul-de-sac with no exit between houses nor garage alleyway. The rear fence of the north alleyway abuts an 8' barb-wire topped chainlink at the bottom of **New Road**. This is accessible by turning left out of **Vineyard Avenue** and first left off **Bittacy Hill**.

The chainlink fence continue on north flank of **New Road**, along **Bittacy Hill** where it is backed by close-set fir trees.

Perimeter runs along the frontage of the cream stucco building with a clock tower (Transco) beyond which is a pair of steel vehicular gates and a pedestrian gate leading into the now disused gasworks.

From here a 4'6" steel chainlink continues to the left-hand brick bridge pier. A *lechi* is required perpendicularly below the steel flange of the bridge superstructure and similarly on the right hand pier. The central concrete column is redundant.

From the right hand abutment a 4' chainlink runs at the upper level and is obscured behind dense undergrowth at the rear of "**Bittacy Court**" along **Frith Lane**. The fence continues and abuts the railway bridge on **Frith Lane**. This brick buttressed bridge requires a pair of *lechoyaim* under the steel flange of the deck.

From the right hand abutment the fence continues at low level behind all the houses on **Abercorn Road** where it runs parallel to the back garden fences. At the rear of #75 **Abercorn Road**, the fence turns through a sharp 90 degree left hand turn and runs up the wooded embankment passing under one of the arches of the viaduct. The dimensions of each viaduct support and the arch shape are acceptable as eruv boundaries, and therefore the continuity is provided by the bridge deck running above the fence posts. This fence is accessible by crossing the brook north of the viaduct using the steel pipe, skirting the Golf Course fence and heading up hill through the undergrowth. The fence and this level can be seen by binoculars from **Abercorn Road**.

After the viaduct crosses **Dollis Road**, the perimeter fence barb-wire topped chainlink fence performs the same function and is continuous to the bridge on **Crescent Road**. Vehicular access is possible only from **Dollis Park**. The bridge requires a pair of *lechoyaim* beneath the deck.

An alternative route from **Dollis Road** to **Dollis Park** is to follow the school perimeter fence (steel palings) anticlockwise. The railway fence is visible at the rear of the caretaker's house to the right of the school main entrance at the foot of **Dollis Park**.

The fence continues at the rear of the gardens of the houses on **Dollis Park** up to the pedestrian bridge accessed via the alley between **31a Dollis Park** and "**Elkan Court**". This bridge is "closed" by virtue of the design of the steel cage at its entranceway.

The fence continues east and abuts the brick parapet on **Regents Park Road**. There is an eruv post in the pavement. [REF 22]. The wire spans to the other side of **Regents Park Road** where the second post is situated on the pavement adjacent to the brick bridge parapet.



David Webster Limited

Netherfield Lane, Stanstead Abbots, Ware, Hertfordshire SG12 8HE

Telephone: 01920 870567 Fax: 01920 871915 E-mail: info@dwlighting.co.uk

Direct Fax: 01920 872622

Your Reference:

Our Reference: PB/SH/QDC.3/990013R3

United Synagogue Eruv Committee
Roman House
296 Golders Green Road
London
NW11 9PY

For the attention of: Mr A Perrin

18th October 1999

Dear Sir

QUOTATION – THE BARNET “ERUV”

Thank you for your further enquiry. We now have pleasure in returning our revised bill of quantities in the sum of **£16,600.75**.

Our quotation is based on the following assumptions and statements;

- a. All proposed posts are straight uniform cylinders, painted by ourselves and finished in the required colour.
- b. The anti climb paint requested is available in Holly Green which does not have a BS number. This is a non drying paint usually applied to the top section of the column and we would envisage an extra over price of £10 per column treated.
- c. Please see enclosed drawings showing our proposed fitting for the top of the columns.
- d. Our rate for rapid call out to re-string a snapped wire would be £150.
- e. The wooden columns proposed are 170mm dia. tapering to 125mm at the top and finished in a green or brown preservative and made of Scot Pine. We assume we will have vehicle access to these column positions.
- f. The column required for the motorway bridge has proved to be a problem. It is not possible to use a planted base column in this position. We would suggest you consider other options such as placing the new post off of the bridge deck where a suitable excavation could be made or moving the columns either side of the bridge closer in order to span the bridge without the need for a column on the bridge deck or perhaps it would be possible to fit an eyelet to existing columns on the bridge to take the cable. Please advise.
- g. Please also see requested drawings enclosed.

This offer is made subject to David Webster Limited Terms and Conditions of Quotation printed on the reverse of this quote and as supplemented herein. Any resulting Sub-Contract agreement must incorporate these conditions.

Continued/...



The following, additional, specific conditions will be applied to this quote:

- 42. Discount of 2.5% may only be deducted from any payments if made within thirty days from the date of invoice.
- 44. Our rates allow for a 3% retention, deductible from stage/final applications. 50% of any retention held shall be released upon practical completion, the balance to be released at the end of our twelve month maintenance period. Notwithstanding that the scheme completion period exceeds twelve months, full release of all retention monies will become due twelve months from the time of installation and associated invoice date. Maximum retention shall not exceed 3% of the contract sum.
- 51. Our quotation will be held open for acceptance for 60 days from the date of this quotation and fixed until 31.12.99 after which time the company reserves the right, at its sole discretion, to review the rates and prices.
- 52. Delivery of materials is currently approximately 4-6 weeks from our placement of an order and is subject to confirmation once your order is accepted.
- 53. Any terms and conditions, express or implied, that contradict or remove those referred to herein individually or entirely, will not be accepted as the terms of any Sub-Contract order without the specific prior written agreement of this company.

Trusting this quotation meets with your kind consideration and approval, we remain,

Yours faithfully
David Webster Limited



Peter Bower
Estimator



Estimator :- PB

Site :- **THE BARNET ERUV**
BARNET,HERTS

~~Page 1 of 1~~

SMALL ERUV POST

3MM STEEL WALL TUBE

←76MM→
DIA

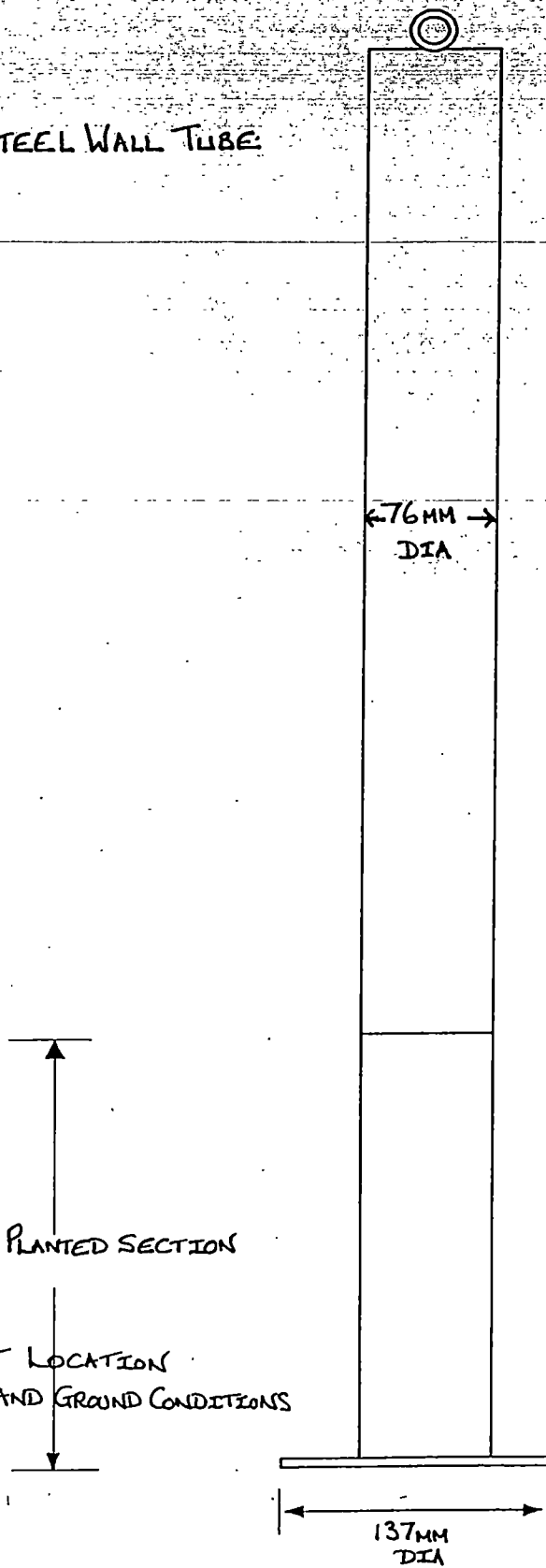
4.5 METRES
ABOVE GROUND

GROUND LEVEL

PLANTED SECTION

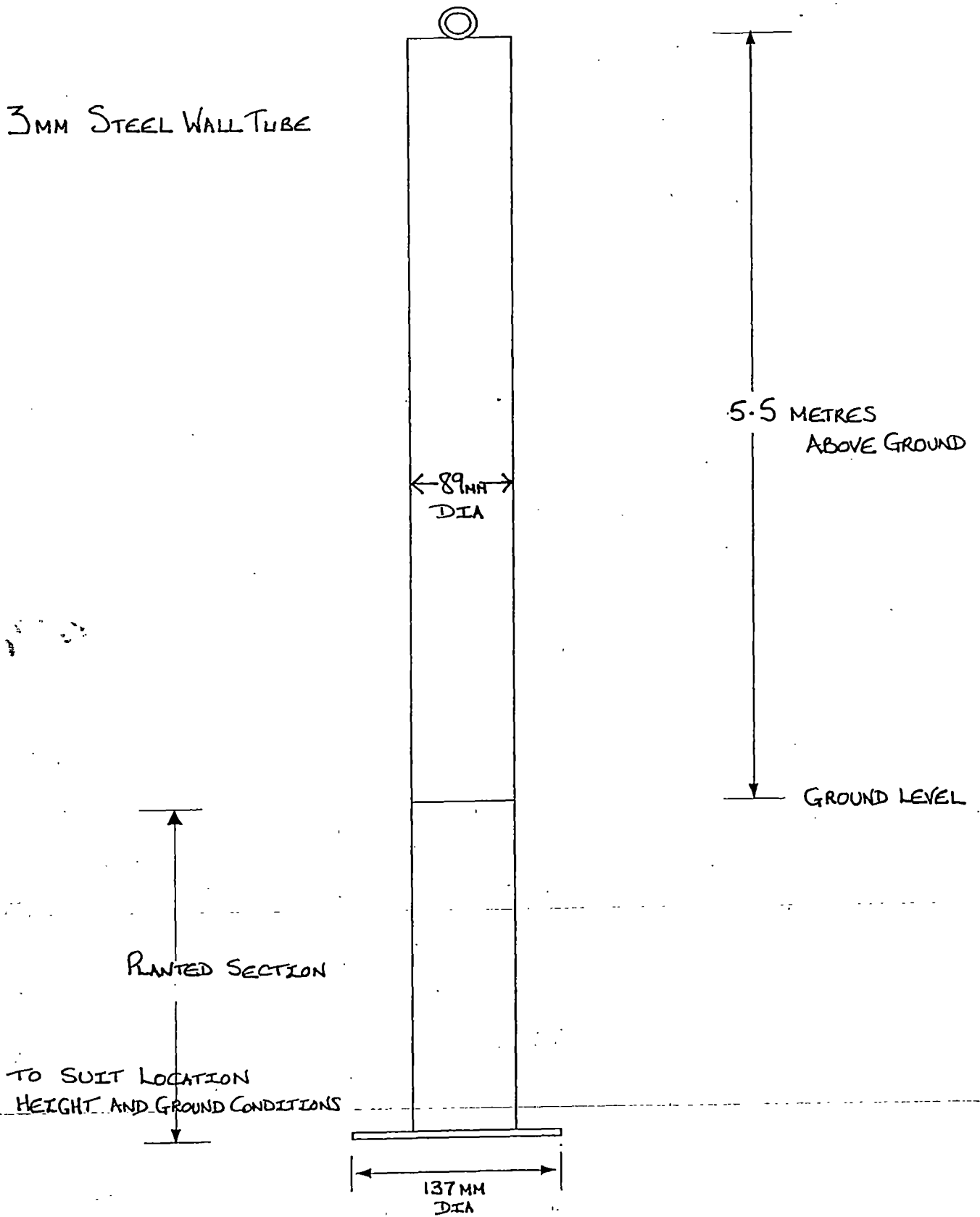
TO SUIT LOCATION
HEIGHT AND GROUND CONDITIONS

137MM
DIA



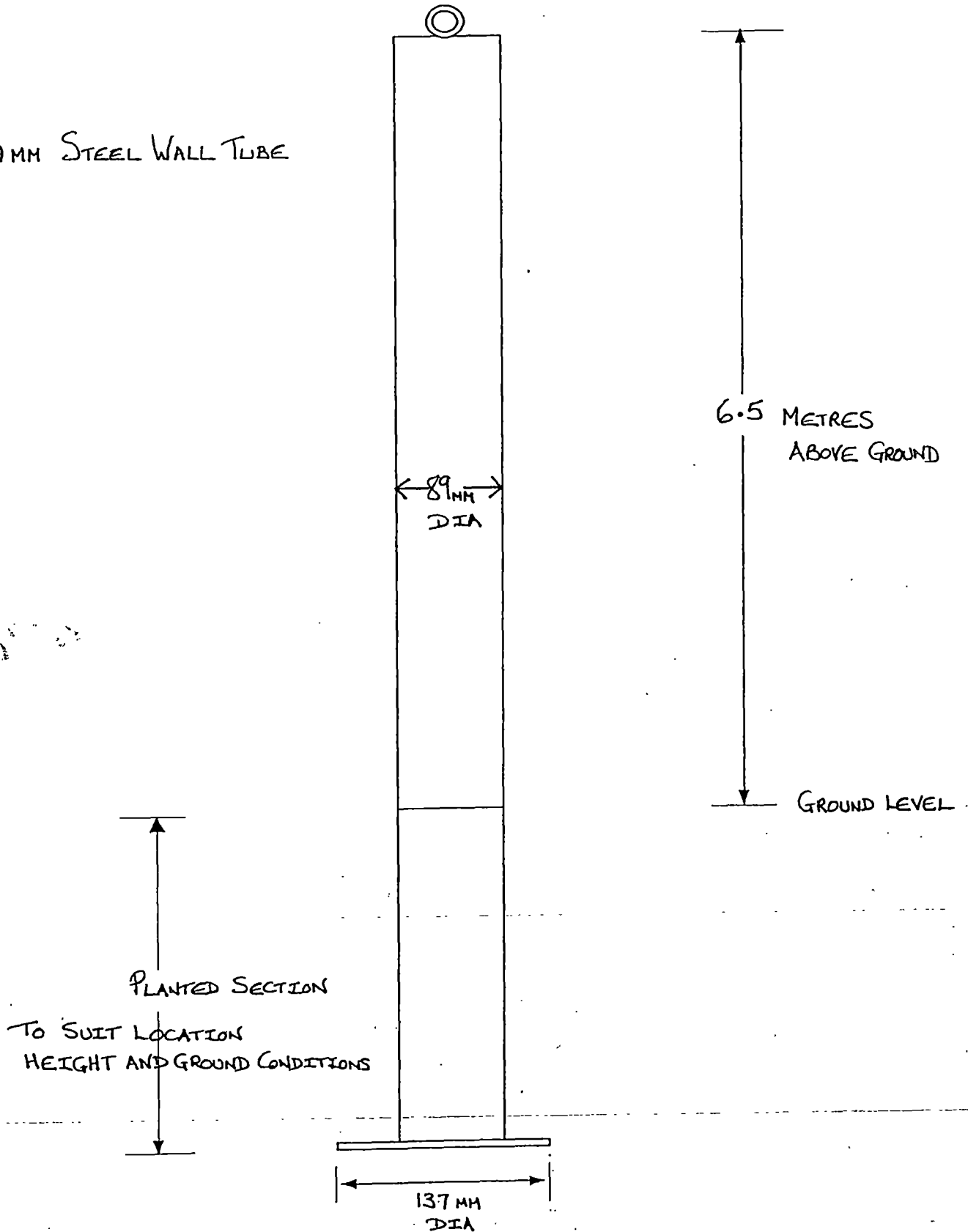
MEDIUM ERUV POST

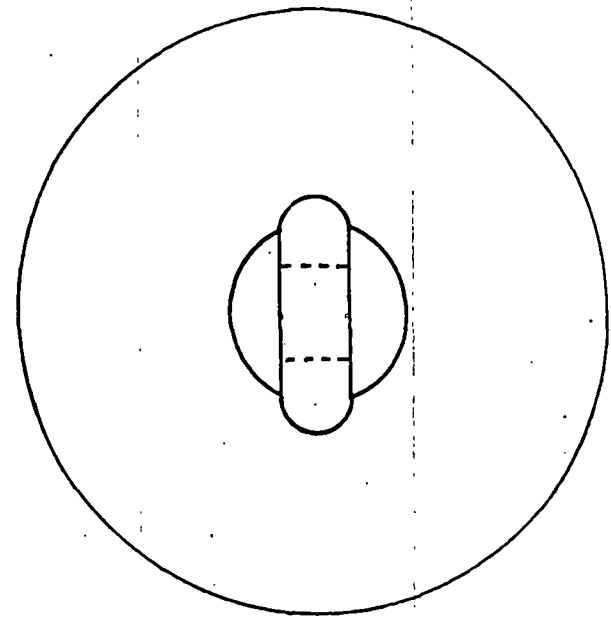
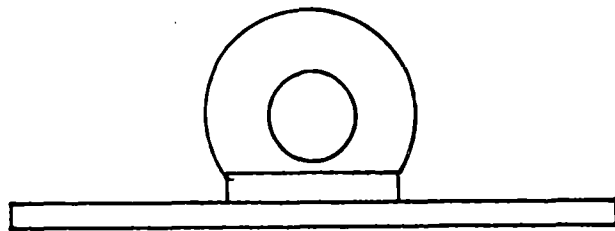
3MM STEEL WALL TUBE



TALL ERUV POST

3 MM STEEL WALL TUBE





NOTES:

MATERIAL

3MM MILD STEEL BLANK (Ø TO SUIT POSTS)

32MM EYE BOLT.

WELDS

5MM C.F.W.

ISSUE	DATE	REVISION		REF	DAVID WEBSTER LIMITED			
MATL		FINISH		DATE	5-2-99	DRAWN		
TOLS		DW CODE		SCALE	1:1	DIM,S		DRG No

DW
ENGINEERING

Public Works Committee October 1998

Labour

~~Stan Cross (Chair)~~	~~Woodhouse~~	0181 444 9178
Geoff Cooke (Vice Chair)	Brunswick Park	0181 446 5773
② Danish Chopra	Colindale	0181 449 3231
9/11 Kathy McGuirk	St Paul's	0181 346 8255
9/11 Alison Moore	East Finchley	0181 343 0306
⑩ Ruth Nyman	Hale	0181 959 3369
⑩② Jim Tierney	St Paul's (Substitute)	0181 346 3359

Conservative

① Olwen Evans	East Barnet	0181 368 1986
~~Chris Harris~~	~~Golders-Green~~	
③ Liz Mammatt	Hadley	0181 361 9720
⑤ John Marshall	Garden Suburb	0181 203 7053
⑦ Brian Salinger	Friern Barnet	0181 368 1329
⑥ Anthony Spencer	Edgware	0181 958 4867
④ Leslie Sussman	Finchley	0181 346 6775
② Malcolm Lester	Edgware (Substitute)	0181 349 2595

only against

Liberal Democrats

~~Wayne Casey~~	Mill Hill	0181 906 8189
Monroe Palmer	Child's Hill (Substitute)	0181 455 5140

Fredmy Davies

Beattie no 2 to Koster

President. Sidney Frosh

Vice-Presidents: Gerald Jospe
Alan Grant

Treasurers: B. Anthony Berman
Robert S. Jayson

Chairmen of Committees:

Bequests & Trusts: Dr. Samuel Peltz

Burial: Michael Goldmeier

Education: Bernard Taub

Kashrut: Michael Gross

Chief Executive: Jonathan M. Lew



Executive Offices:
Woburn House, Tavistock Square,
London WC1H 0EZ
Telephone: 071-387 4300 Fax: 071 - 383 4934

Michael Goldblatt Esq
15 Kingsgate Avenue
London N3 3DH

24 December 1991

Dear Michael

I write further to the meeting of the Eruv Committee on 17 December 1991.

As you know, a further £4,000 is required by Barnet Council for their feasibility study. It was agreed that each of the five participating synagogues will fund a further £700 towards that feasibility study. (The Eruv Committee still having some funds in hand.) Preferably this additional money should come from public subscription as an outright donation. If this is not possible, I would ask each synagogue to make a loan from local funds of £700 to the Eruv Committee. On the assumption that permission is subsequently granted and that a full fund raising campaign then begins in earnest, this loan will be repaid to the participating synagogue as a first charge on the monies raised.

David Schreiber has very generously agreed to immediately make available the sum required by Barnet Council so that rapid progress can be made. He has, however, asked that the monies be repaid to him by the Committee no later than 10 January 1992. It will be a matter of considerable personal embarrassment to me if we were unable to discharge that obligation by that date.

I would be grateful if the £700 contribution could be sent to Marilyn Woolff at Hampstead Garden Suburb Synagogue. The cheque should be made payable to the Eruv Committee.

I would like to thank you for your continuing support and participation in this important communal project.

With kind regards.

Yours sincerely

Michael Goldmeier

eed.cl

ROMAN
INVESTMENTS
LTD

34 Lyttelton Road London N2 0DQ
Tel: 081-458 0036 Fax: 081-458 0096

Berwin Leighton
Adelaide House
London Bridge
EC4R 9HA

14th November 1991

Attn: Michael Goldmeier

^c
Dear Michael,

Re: Eruv Proposals for Barnet - Progress

Further to our telephone conversation yesterday I am taking the opportunity of setting out the latest developments with Barnet.

1. Our offer to pay Barnet's "reasonable costs", c.£5,000 (or less if possible) has been received but is now being rephrased by their Legal Department to comply with Borough Guidelines.
2. The (first) Public Works Committee airing of the application is now deemed unnecessary, and the Director of Technical Services (and his department) will be responding with (technical) queries "within the month".
3. Subsequently, the approved scheme will be placed in front of the Committee - possibly in January.

Whilst speaking yesterday to Peter Adams, he raised two points which "had occurred" to him in respect of our plans. First, he thought that, notwithstanding that the Eruv poles etc. would be fully covered by our Public Liability Insurance, he expressed the concern that in the event of a motor vehicle accident involving a pole, Barnet would be taken to task for permitting private constructions in the highway. Second he was concerned about the "impact on the street scene", which our posts would create.

Whilst being unwilling to commit ourselves to definitive solutions to these problems I suggested that many of the post were at the extreme outer edge of pavement unlike regular lamp-posts at the kerb. In addition the central reservation posts could, if Barnet preferred be omitted and existing lamp-posts used instead. There are of course cost savings to us using this method, though, if you recall, Barnet originally wanted to avoid involving the public lighting.

Whilst all these problems are in the hands of Barnet's officers, rather than Councillors, there is, unfortunately, not too much we can do to speed them along. I will of course maintain regular contact with Peter Adams.

Please contact me should you or any of the Eruv Committee have any suggestions or comments.

Kind regards,

Yours sincerely,

Alan Perrin

A handwritten signature in cursive script, appearing to read 'Alan', with a horizontal line extending from the end of the signature.

cc (by fax) David Schreiber

Decisions of the Public Works Committee

30 JUNE 1992

FAIR COPY

1. ESTABLISHMENT OF AN ERUV IN PART OF THE BOROUGH (HENDON, GOLDERS GREEN, GARDEN SUBURB, CHILDS HILL, EAST FINCHLEY, FINCHLEY, WEST HENDON, AND MILL HILL WARDS) (P.Wks.Cttee. Dec. 6/2/90 - 13 and 28/4/92 -6),(Report of the Director of Technical Services and Chief executive - item 11)

The Controller of Engineering Services submitted two petitions in support of the granting of permission for the erecting of wires over the public highway in connection with the establishment of an Eruv in part of the borough. During the discussion reference was made to the numerous letters received in support of the proposal and also to the letters received against.

It was suggested that the proposed conditions should be strengthened.

RESOLVED -

- (1) That the Committee note the additional detailed information regarding the proposed Eruv as set out in the report.
- (2) That the United Synagogue Eruv Committee be granted consent under Sections 178 and 181 of the Highways Act 1980 to erect wires over the public highway at prescribed crossing points for a period of one year from the initial granting of the license subject to:

- being*
- (a) detailed design calculations ^{being} approved ~~by~~ by the Director of Technical services;
 - (b) the installation of all ~~poles (illegible)~~ *posts* wires *being* undertaken by a competent (contractor?) who must be approved by the Director of Technical Services;
 - (c) all necessary approvals and consents (must be?) obtained, including planning permission;
 - (d) approval from the City of London, the Department of Transport and the public utilities where appropriate;
 - (e) the applicants agreeing to pay the full costs incurred by the Council in considering the application and preparing the licence;
 - (f) the indemnity insurance to be provided prior to work starting;
 - (g) a bond equal to the estimated annual cost of the Director of Technical Services' inspection, monitoring and remedial works including provision for the removal of the poles and wires be received prior to the work starting;
 - (h) the Council having the right to invoke the licence should the bond be depleted and not replenished;
 - (i) the applicants providing an indemnity in a form acceptable to the Controller of Legal Services;
 - (j) all costs relating to the establishment of the Eruv to be received in full prior to work commencing.

(3) That any application received for the renewal of the licence be submitted to the Committee for consideration and the Director of Technical Services be instructed to arrange accordingly at the appropriate time.

(4) That the Director of Technical Services be instructed to inform the United Synagogue Eruv Committee of (the?) decision and to take all necessary action.

11/12/92
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P/A 4

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Decisions of the Public Works Committee

30 JUNE 1992

COMMITTEE:

- +Councillor Don Goodman (Chairman)
- +Councillor Mike Freer (Vice-Chairman)

Councillors:

- | | | |
|-----------------------|---------------------|---------------------|
| +Jack Cohen, | +Ellis Hillman, | SF E. Poole C. Eng. |
| +Melvin Cohen, LL.B., | B.Sc., F.R.S.A., | M. I. E. E. |
| +Stan Cross, | +Barbara Langstone, | +Joan Ryan, |
| +Jane Ellison | +Liz Mammatt, | +Gerald Shamash, |
| +Miss Olwen Evans, | B.A. (Hons.), | J. P. B. Sc. |
| A.C.I.S., | | (Hons.) |

+denotes Member present

Sdenotes Member absent on Council business

1. **ESTABLISHMENT OF AN ERUV IN PART OF THE BOROUGH (HENDON, GOLDERS GREEN, GARDEN SUBURB, CHILDS HILL, EAST FINCHLEY, FINCHLEY, WEST HENDON, AND MILL HILL WARDS) (P.W.S. Cites Dec. 6/2/90-13 and 28/4/92-6) (Report of the Director of Technical Services and the Chief Executive - Item 11)**
The Controller of Engineering Services submitted two petitions in support of the granting of permission for the erecting of wires over the public highway in connection with the establishment of an Eruv in part of the Borough. During the discussion reference was made to the numerous letters received in support of the proposal and also to the letters received against.
It was suggested that the proposed conditions should be strengthened.
RESOLVED
(1) That the Committee note the additional technical information regarding the proposed provisions set out in the report.
(2) That the United Synagogue Eruv Committee be granted consent under Sections 178 and 181 of the Highways Act 1980 to erect wires over the public highway at prescribed crossing points for a period of one year from the initial granting of the licence, subject to:

- (a) detailed design calculations to be submitted to the Director of Technical Services;
- (b) the installation of all poles and wires being undertaken by a competent person who must be approved by the Director of Technical Services;
- (c) all necessary approvals and consents being obtained, including planning permission;
- (d) approval from the City of London, the Department of Transport and the public utilities where appropriate;
- (e) the applicants agreeing to pay the full costs incurred by the Council in considering the application and preparing the licence;
- (f) the indemnity insurance to be provided prior to work starting;
- (g) a bond equal to the estimated annual cost of the Director of Technical Services' inspection, monitoring and remedial work including provision for the removal of the poles and wires be received prior to the work starting;
- (h) the Council having the right to revoke the licence should the bond be depleted and not replenished;
- (i) the applicants providing an indemnity in a form acceptable to the Controller of Legal Services;
- (j) all costs relating to the establishment of the Eruv to be received in full prior to work commencing.

(4) That the Director of Technical Services be instructed to inform the United Synagogue Eruv Committee of the above decision and to take all necessary action.

ESL

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LONDON BOROUGH OF BARNET

Item No. 3

Page No.

<u>Committee</u>	Public Works
<u>Date</u>	27 20 October 1998
<u>Subject</u>	Establishment of an ERUV in the Hendon and Golders Green Areas of the Borough
<u>Contributors</u>	Director of Environmental Services
<u>Status</u>	Public
<u>Ward</u>	Childs Hill, East Finchley, Finchley, Garden Suburb, Golders Green, Hendon, Mill Hill, West Hendon
<u>Enclosures</u>	Appendix A - Drawing No. 17104/1 - proposed boundary of ERUV Appendix B - List of Locations of Poles Appendix C - Objections relating to Highways Issues

1. **SUMMARY**

- 1.1 This report seeks the approval of the Committee to the granting of a licence to the United Synagogue ERUV Committee for the positioning of posts and wires on the highway for the purposes of defining the boundary of an ERUV in the Hendon and Golders Green areas, subject to all the conditions detailed in the recommendations to this report.
- 1.2 On 30 June 1992 this Committee resolved at its meeting to grant consent for the issue of a licence to erect wires over the highway to define the boundary of an ERUV. However, since that time changes in the physical features in the Borough, as well as minor Borough boundary changes have necessitated that the ERUV Committee re-consider the proposals. This has resulted in the applications ERUV3 and ERUV4 as explained within the report.
- 1.3 The special meeting of this Committee held on 2 September 1998 approved two requests for deputations to address the Committee on this matter.

2. **Recommendation/Conclusions** (For decision by the committee)

- 2.1 That the United Synagogue ERUV Committee or its duly authorised members, officers and/or agents be granted consent under Section 178 of the Highways Act 1980 and Section 50 of the New Roads and Street Works Act 1991 to

erect wires over and poles on the public highway at the crossing points detailed in Appendix B to this report for a period of 3 years from the initial granting of the licence, subject to:-

- (a) detailed design calculations being approved by the Director of Environmental Services and approval by this Committee of the type, design, specification and colour of the poles;
- (b) all necessary approvals and consents being obtained;
- (c) the Council obtaining any necessary consents from the Traffic Director for London;
- (d) any necessary approvals from the City of London, the Department of Environment Transport and the Regions, and the Public Utilities;
- (e) the proposed licensees entering into a licence agreement in a form approved by the Controller of Legal Services, incorporating such maintenance, indemnity, insurance and other terms and conditions as he considers appropriate;
- (f) the provision of arrangements acceptable to the Controller of Legal Services for the bonding of the proposed licensees' obligations; and
- (g) the proposed licensees agreeing (1) to pay (a) the full expenses incurred by the Council in connection with the grant of the licence for the poles and (b) an annual fee for administering the licence and (2) to be responsible for all costs and expenses related to the erection and maintenance of the poles and wires.

2.2 That the Director of Environmental Services be instructed to inform the United Synagogue ERUV Committee of the above decision and to take all necessary action.

3. RELEVANT PREVIOUS DECISIONS

- 3.1** Public Works Committee Decs 29/3/94-7, 28/4/92-6, 30/6/92-11
Development and Protection Committee Decs 8/1/97-8, 17/6/98-1

- 3.2 Public Works Committee Dec 2/9/98-17 (approval given to 2 deputations to address an appropriate meeting of this Committee)

4. **POLICY CONSIDERATIONS**

- 4.1 The Council's Corporate Plan identifies as a key aim and theme for action a sustainable, high quality, safe environment (page 2). It commits the Council to continuing to address transport issues with the aim of improving accessibility for all Barnet's people while protecting the environment by, among other measures, promoting walking and cycling as ways of getting around the Borough (page 5). It states the Council's intention to make the environment safer and more pleasant for pedestrians, particularly in town centres and around schools (page 13).
- 4.2 The Borough's Unitary Development Plan states that the Council, as highway authority, will support and promote proposals to encourage, wherever appropriate, facilities for cyclists and pedestrians (Policy G23). It further states that the Council will seek to improve facilities for pedestrians, improve the pedestrian environment and minimise the risk of accidents to pedestrians, with particular attention to those groups most likely to be at risk, such as the elderly, children and people with disabilities (Policy M6.2).
- 4.3 The Council's Transport Strategy for Barnet sets targets for increasing walking and cycle journeys to work by 10% by 2006 and to reduce pedestrian casualties by 10% by 2001 (paragraph 5.3). It notes that people must feel safe and secure when walking and that, to that end, unnecessary street clutter should be kept to a minimum (paragraph 6.3).
- 4.4 At its meeting on 5 February 1998, this Committee approved interim draft guidance on the layout of street furniture. This set out general principles for the placing of furniture in the street. It is not considered that the proposals for the posts and wire to establish the ERUV boundary conflict with these principles.

5. **RESOURCE IMPLICATIONS**

- 5.1 The expenses incurred by the Council in connection with the grant of a licence for the ERUV poles and in connection with administering that licence would be charged to the United Synagogue ERUV Committee. The proposed licensees would be required to be responsible for all costs and expenses related to the erection and maintenance of the poles and wires.

6. **MONITORING OFFICER'S OBSERVATIONS**

- 6.1 None

7. **HEAD OF PAID SERVICES' OBSERVATIONS**

- 7.1 None

8. **BACKGROUND INFORMATION/OFFICERS' COMMENTS**

- 8.1 According to Jewish law, a distinction is drawn between the public and the private domain.

The carrying of any items on the Sabbath from one domain to another is prohibited. A zone may be declared, however, known as an ERUV, within which, for example, the carrying of keys and the pushing of prams is permitted. An ERUV must have a continuous clearly defined boundary. Its perimeter may be defined by existing permanent boundaries, natural or man made, such as railways and the frontage of houses.

- 8.2 The proposed ERUV would include Hendon, Golders Green and Hampstead Garden Suburb, together with areas of Childs Hill, Cricklewood, East Finchley, Finchley and Mill Hill. The area of the ERUV relies, for the majority of its perimeter, on existing buildings and enclosures. Where the perimeter is breached by a road, a pole and wire "gateway" is required. It is only for the erection of these pole and wire constructions that planning permission and the licences are required.

8.3 THE PROPOSAL

- 8.3.1 The United Synagogue ERUV Committee submitted a revised planning application (reference ERUV4) to erect groups of poles (usually 2) at 39 locations in the Borough between which is suspended at high level a wire to designate the perimeter of a nominated ERUV.

- 8.3.2 The revised planning application (ERUV4) was approved by the Development and Protection Committee at its meeting on 17 June 1998.

- 8.3.3 Members may recall that the original proposal, ERUV1, was allowed by the Secretary of State for the Environment. That proposal related to the erection of poles and wire at 38 locations in the Borough.

- 8.3.4 The proposals ERUV1 and ERUV2 were considered by the Inspector at the Public Inquiry and the decision of the Secretary of State for the Environment was to allow these proposals. However, changes to physical features in the Borough, particularly the completion of the trunk road scheme on the North Circular Road east of Falloden Way required the United Synagogue ERUV Committee to reconsider their proposals. This resulted in the preparation of a revised planning application (ERUV3) which incorporated poles and wire at 39 locations (12 original locations omitted, and 13 new locations added). This encompassed an area that was reduced from that originally considered by this Committee. The revised perimeter of the ERUV is as shown on drawing number 17104/1 (attached at Appendix A).

- 8.3.5 The planning application (ERUV3) was put before the Development and Protection Committee in January 1997. However, this application was refused in respect of six locations contained within that application. There were technical reasons for refusing the application in respect of four of the locations. As a result of boundary changes, the other two were located outside of the Council's boundary. Consequently, the revised submission (ERUV4) was considered and approved by the Development and Protection Committee at its meeting in June of this year. All 39 locations are listed in Appendix B. Detailed plans of these will be displayed at the meeting.

8.4 MATERIAL CONSIDERATIONS

- 8.4.1 At its meeting on 29 March 1994 (decision 7 refers), the Committee re-affirmed the general principle that the attachment of any apparatus to street lighting columns should not be permitted except in certain specified circumstances. This principle had been upheld for

some years and the Committee resolved at that meeting that this policy should continue.

- 8.4.2 Numerous approaches have been made to the Council in recent years requesting that apparatus be attached to street lighting columns. These proposals have always been rejected in line with the general policy.
- 8.4.3 Consideration had been given in past discussions between the representatives of the ERUV Committee and Council officers to the use of street lighting columns to suspend wires over the highway. The ERUV Committee had been advised that this would not be permitted in view of the general policy. This has been the stated policy of the Council since the earliest discussions on the establishment of an ERUV (approximately 1991) and that position has been accepted by the ERUV Committee.
- 8.4.4 There are very sound operational reasons for the decision. Regular access to street lighting columns is necessary for changing lanterns, responsive maintenance and other maintenance operations. Wires suspended from lighting columns could considerably hamper normal maintenance operations.
- 8.4.5 Members' attention is drawn to the report to this Committee at its meeting on 5 February 1998, concerning Street Furniture clutter. It is not considered that the proposals for the posts and wires to establish the ERUV boundary conflict with the principles set out in the Interim Guidance on "Street Furniture Layout" approved at that meeting.
- 8.4.6 Site inspections have been undertaken by officers of all 39 locations, and these have not revealed any specific problems relating to either obstruction or highway safety.
- 8.4.7 All Members of the Committee were offered the chance to visit the 39 locations in September.
- 8.4.8 The poles are likely to be hollow steel columns, with the details of the poles and their colour to be subsequently approved by this Committee. It is understood that the ERUV Committee have undertaken extensive enquiries with the statutory undertakers and that these have not revealed any locations where problems are likely to be encountered with any cables, mains or other equipment. The ERUV Committee will be submitting details of the foundations to the poles for the approval of the Director of Environmental Services.
- 8.4.9 This Committee will be required to agree the colour of the poles. While consideration has been given to specifying a different colour from the Council's street lighting columns (Sage Green: BS12B25) to aid pole identification it is felt that greater street scene consistency would be delivered through using this same colour. The ERUV Committee will in any event have to ensure that their poles are clearly labelled and this should ensure identification.
- 8.4.10 The posts and wire "gateways" across the highway at the 39 locations would be the subject of weekly inspections by a person appointed by the ERUV Committee. The approved contractor would be required to carry out any necessary repairs at short notice. In the event of more major repairs, contingency arrangements would need to be made by the ERUV Committee to advise those concerned that the ERUV could not be re-established at short notice. As all poles will be sited at the rear of the footway they would be less vulnerable to accidental damage. All costs related to inspection/maintenance would, of course, be met by the ERUV Committee.

- 8.4.11 As part of the liaison process, the Council itself will undertake regular inspection of poles and wires and where practicable this will be included within existing inspection regimes.
- 8.4.12 The ERUV Committee have agreed to meet any obligations on insurance and indemnities which are required by this Committee. The level of insurance will need to reflect the potential risks of third party claims that could arise and to indemnify the Council against them. It is considered that the insurance arrangements that the ERUV Committee will have to provide include insurance cover with a limit of 2 million for any one incident and unlimited cover in any one year. This is considered sufficient to meet any third party claims however these may arise. All these financial arrangements will need to be approved by the Director of Financial Services and the Controller of Legal Services respectively, before the granting of any licence.

LEGAL FRAMEWORK

- 8.5 Some of the locations are at trunk roads, and the ERUV Committee have approached the Highways Agency (HA) to discuss the terms under which the HA would grant a licence. If the HA agrees to grant any licences, this will be done under Section 50 of the New Roads and Street Works Act 1991. This would apply to the wires as well as the poles. The Controller of Legal Services prefers to use Section 178 of the Highways Act 1980 to licence the wires on borough roads. Officers do not expect that this slight difference in approach will cause any problem in practice.

GENERAL

- 8.6 The Committee is requested therefore to approve the granting of a licence for the poles under Section 50 of the New Roads and Street Works Act 1991 and for the wires under Section 178 of the Highways Act 1980, subject to all the conditions set out in paragraph 2.1 above, the licence to be in a form approved by the Controller of Legal Services.
- 8.7 Extensive consultation was undertaken on the planning application. There is no requirement to consult in relation to the grant of a licence under the New Roads and Street Works Act 1991 or the Highways Act 1980 (except with the Traffic Director for London, if any wire affects a priority route). Objections were made to the planning application that included:
- i. obstruction of the highway;
 - ii. hazard to highway users;
 - iii. visual intrusion;
 - iv. unacceptable footway narrowing; and
 - v. unnecessary additional street furniture clutter.

As part of the preliminary procedures necessary before considering the issuing of licences, officers have inspected every location carefully. They are satisfied that there are no grounds for refusal of the grant of a licence in respect of the above.

Copies of the relevant objections are attached at Appendix C.

RIDER

- 8.8 The Council must treat any application for a licence on its merits. It should take in to

account all relevant highways considerations. The previous history is a relevant consideration. This Committee has previously decided in principle that consent should be given, subject to conditions, and authorised the Director of Environmental Services to take all appropriate action. The Committee can either confirm this decision, or if it is satisfied that there is good reason, reverse it.

- 8.9 An applicant, who is aggrieved by a refusal to grant a licence, or by terms or conditions imposed, may in some circumstances appeal to the Court or the Secretary of State. If the Council's decision is varied or reversed on appeal, the Council must give effect to that variation or reversal.
- 8.10 The Council may attach to a licence for the wires such reasonable terms and conditions as it thinks fit, but may not charge a fee for the licence. It may attach to a licence for the poles such conditions as it considers appropriate (a) in the interests of safety (b) to minimise inconvenience to users of the street (particularly the disabled) and (c) to protect the structure of the street and street apparatus.
- 8.11 The Director of Environmental Services will need to inform the ERUV Committee of the Committee's decision.

DEPUTATIONS

- 8.12 The special meeting of this Committee held on 2 September 1998 approved two requests for deputations to address the Committee on this matter, (one from the Barnet Eruv Objectors Group and the other from the Eruv Boundary Opponents Group).

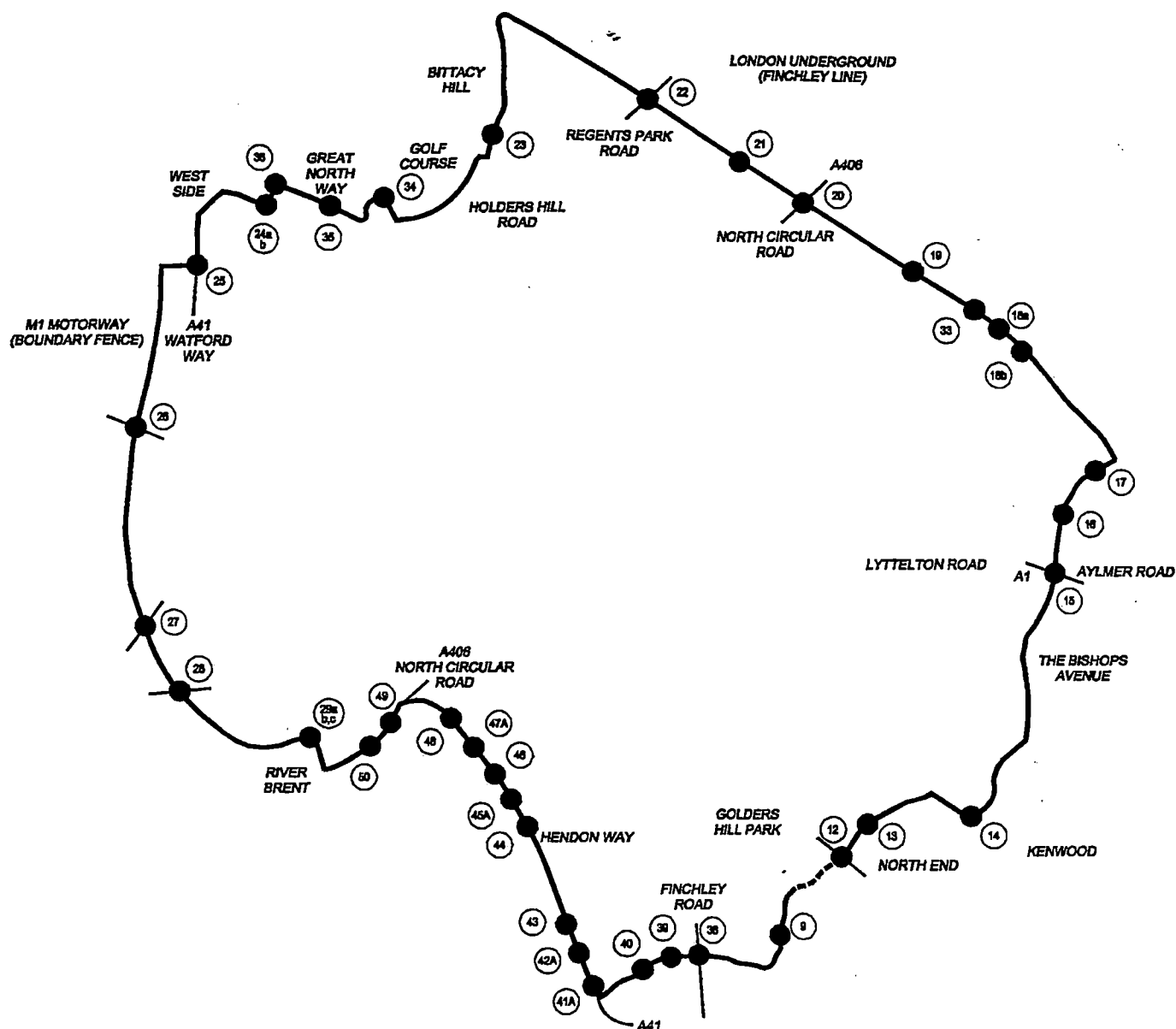
9. LIST OF BACKGROUND PAPERS

- 9.1 Correspondence between the United Synagogue ERUV Committee, and their representatives, and the Director of Environmental Services held on file within the Directorate.
- 9.2 Any person wishing to inspect any background papers listed above should telephone 0181 359 4470.

10. AUTHORS

- 10.1 Director of Environmental Services - John Koster - tel: 0181 359 4354
- 10.2 DF - PA
- 10.3 MO - JP/ASV

Appendix A



Initiated by JDK	SCHEME: PROPOSED ERUV	Anne Lippitt, BSc., Dip Tp., MRTPI Director of Environmental Services	
Drawn by CB			
Checked by KEB	TITLE: SCHEMATIC LOCATION PLAN	Dave Renvoize, BSc., C.Eng., MICE., FCIWEM Acting Assistant Director Client and Consultancy Services, Barnet House, 1255 High Road, Whetstone, London, N20 0EJ. Tel. 0181 359 2000 Fax. 0181 359 4455	DRAWING No.
Date 14.10.98			17104/2
Scales NOT TO SCALE	8.	O.S. Ref.	e:\acadjob\draught

ERUV CONSTRUCTION REQUIREMENTS
REVISED NOVEMBER 1997

TABLE A: THOSE LOCATIONS WHERE FULL APPROVAL WAS GIVEN BY BARNET COUNCIL IN JANUARY 1997

Map Ref	Location	Postal Code	Poles	Type	Span/m
09	West Heath Road	NW3	2	medium	14
12	North End Road/Way	NW11	2	medium	18
15	Aylmer Road	N2	3	tall	30
16	Bancroft Avenue	N2	2	medium	11
17	Cherry Tree Hill	N2	2	tall	30
18A	East End Road	N2	2	medium	11
188	Prospect Place (footpath)	N2	2	small	9
19	Church Lane	N2	2	medium	20
21	Squires Lane	N3	2	medium	9
22	Regents Park Road	N3	2	tall	14
23	Devonshire Road	NW7	2	tall	30
24A	Great North Way (north)	NW4	2	1 tall & 1 small	41
24B	Great North Way (south)	NW4	2	1 medium & 1 small	17
25	Watford Way	NW4	3	tall	55
25	Colindeep Lane	NW4	2	medium	18
27	Station Road	NW4	2	medium	16
28	Park Road	NW4	3	medium	37
29A	Templehof Ave, River Brent	NW4	2	medium	10
29B	Templehof Ave, River Brent	NW4	2	medium	10
33	Stanley Road (footpath)	N2	2	small	9
34	Ashley Lane (footpath)	NW4	2	small	7
35	Great North Way (footpath)	NW4	2	small	25
36	Great North Way, Copthall (footpath)	NW4	2	small	20
38	Finchley Road	NW2	2	medium	25
39	Crewys Road	NW2	2	medium	19

continued...

Map Ref	Location	Postal Code	Poles	Type	Span/m
40	Mortimer Close	NW2	2	medium	19
43	The Vale	NW2	2	medium	40
44	Malvern Gardens	NW2	2	medium	12
46	Grampian Gardens	NW2	2	medium	11
48	Rear of "Tesco" (footpath)	NW2	2	medium	3
49	Entrance to "Tesco" etc. Tilling Road	NW2	2	medium	50
50	Tilling Road	NW2	2	medium	26
			---		----
Sub Total			67		666

TABLE B: THOSE LOCATIONS WHERE FURTHER APPROVAL REQUIRED

Map Ref	Location	Postal Code	Poles	Type	Span/m
13	Wildwood Road	NW11	6	medium	250
14	Hampstead Lane	N6	2	medium	30
20	North Circular Road	N2	3	tall	35
41a	Hendon Way Pavement	NW2	3	medium	37
42a	Hendon Way/Greenfield Gardens	NW2	2	medium	3
45a	Pennine Drive	NW2	2	medium	18
47a	Clitterhouse Playing Fields (footpath)	NW2	2	medium	3
			---		-----
Sub Total			20		376
TOTAL			87		1042

END

Philip Kossoff

16 Park Drive London NW11 7SH Tel: 0181 455 5983

8 - APR 1998
Fax: 0181 458 6327

Anne Lippitt
Acting Director of Environmental Services
Barnet House
1355 High Road
Wetherstone
London N20 0EJ
1/3/98

12/1/98

re to

John

HIGHWAYS MAINTENANCE UNIT	
RECEIVED	14 APR 1998
ISSUED TO	SK
ACTION	Highways

delivered with

Dear Madam,

ITEM 15 Agenda for the Public Works Committee 28/1/98 and 5/2/98 in relation to
Advertising sites and Eruv posts

I am writing to you regarding the duty of the Council as stated in the above Agenda 'to review as planning and highway authority the design siting and maintenance of items of street furniture paving and signs.'

This agenda has just come to my notice. Having written to the Council urging them towards their duties in this very matter, for more than five years now, without obtaining any effective response. Your paper, referring as it does to 'the need to make the pedestrian environment safer and more pleasant for pedestrians', is entirely welcome. It does however contain some very significant errors and omissions.

1) Appendix A of Agenda 28/1/98 and 5/2/98 Paras. 4.2/4.3/ 8.31 of attached document refers to certain general land policies as being set out in the UDP under policies G1, G2, G3, G13, G23, T1.1, T2.1 It fails however, to make reference to the fact that there are specific planning policies in the existing Barnet UDP relevant to 'street furniture, paving and signs' which are applicable to all new development proposals affecting the highway/ footway. Any proposals for planning permission for new development on the footway must first be judged against the relevant policies in the Development Plan, the Barnet UDP.

i.] The plan states that new development "must be properly designed to make walking as safe and enjoyable as possible pedestrian trips to local activities account for a high proportion of movement in Barnet..... so the needs of pedestrians require as much consideration as any other means of transport". The plan goes on to say (part 9.4.6) that "in addition to improving the pedestrian environment the Council aims to reduce the level of accidents to pedestrians and to help make walking more pleasant". Policies M6.1 and M6.2 are designed to meet those aims,

ii]. Policy M6.1 states that "the Council will ensure that the safety of road users, particularly those at greater risk, will be fully taken into account when considering planning applications for new developments".

iii] Policy M6.2 states that "the Council will seek to improve facilities for pedestrians, to minimise the risk of accidents to pedestrians and to help make walking more pleasant".

LONDON BOROUGH OF BARNET

CONSULTANCY SERVICES

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likely to be at risk such as the elderly, children, and people with disabilities". M6.2 goes further than M6.1 because it requires proposals to **improve facilities** and to **minimise the risk of accidents**.

In any planning decision concerning structures on the footway concerning such matters as advertising signs, and Eruv posts, these UDP planning policies are directly and self evidently relevant. In any event, the officers are responsible to bring to the members attention to any policies of the Unitary Development Plan (UDP) which **may be relevant** to the development proposed.

You will off course appreciate that if a given proposal is in breach of an existing UDP policy, members are required to **refuse the application** unless there are special planning considerations overriding the policy. This, as you know, is the effect of s.54A of Planning Act 1990..

None of the three previous decision making bodies in the Eruv matter have been advised as to these policies by the officers of the Council, nor has any meaningful reference been made to the effect of Sec 54A within this context. This also, is believed to be the case in relation to the advertising sites. . . In all cases, the decision maker has been led to believe that, the matters set out in these **planning policies**, were highway concerns, attended to by the Public Works Committee, and not the concern of the planning decision maker. Your agenda by omitting any reference to UDP policies M6.1 and M6.2 when these policies are directly in context, does unfortunately, repeat that error.

No doubt you will note this necessary correction, in any guidance document that you are preparing.

Having regard to the current planning application in respect of ERUV 4 and the importance of the matters now recognised in your agenda, I urge you to ensure that the members, when it comes to the planning decision in ERUV 4, are given detailed careful and accurate written information in the report to the officers, as to these policies at the thirty nine locations [80 poles approx], so that they are enabled to come to an informed decision on these planning policies in relation to the application.

I hope you will also see to it that the detailed policies to which you refer, which so clearly reflect the language of planning policies M6.1 and M6.2, are made clear to all members concerned. The quotes are from your own document e.g 'importance of unobstructed footways', the 'need to consider the, 'number design siting' of posts' and to 'avoid proliferation of posts' to have regard to the 'maintenance of items of street furniture and signs' 'minimum standards for pedestrian paths' 'reducing clutter' 'private direction signs only allowed in the interests of public safety'

2) I have for some years been asking the Council to provide details of their alleged powers to licence both advertising sites and Eruv posts. This culminated in correspondence with your legal Dept. from Oct. 96 to 7th Jan.97, whence it became apparent that the Council had purported to licence the advertising sites under powers it has, to licence the installation of 'apparatus'

No one, I think would include advertisements within the ordinary meaning of the term as 'apparatus'. I am sending you copies only of the last few letters of this correspondence, which crystallize some issues about which further information is required both in relation to



CHIEF EXECUTIVE MAX CALLER BSc(Eng) C.Eng MICE MIWM FRSA CCEAF

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London NW4 4BG
Doc. Exch. 59318 Hendon
Telephone: 0181-359 2000
Legal Service Fax: 0181-359 2680

Contact: John Penhey
Direct Line: 0181-359 2510

Our reference

Your reference

Date

DEV2.27275/6640.JMP/MS

18 December 1996

Dear Mr Kossoff

RE: (1) Columns and Panels on the Footway
(2) Eruv Posts

Thank you for your letter of 4 December.

The columns and panels installed at various locations around the Borough are all located on land which is part of the highway. The Council owns the sub-soil of some of the sites. I agree that the Council is not entitled to a consideration in respect of those sites where it is not the sub-soil owner. This point was acknowledged when the proposals for provision of the columns and panels were reported to Members. You will not have seen this report since it had exempt status.

I am satisfied that the Council has acted within its powers.

Leading Counsel has advised that Section 50 of the New Roads and Street Works Act 1991 may be used for licensing eruv posts. It is available for use in respect of any class of highway and any part of the highway. I am not aware of any other statutory power which is all embracing in this way and which would, for example, allow for the licensing of a post in a central reservation. It would not be good practice to employ one power to licence some posts and a different power to licence others.

Yours sincerely

for CONTROLLER OF LEGAL SERVICES.

Philip Kossoff
16 Park Drive,
London, NW11 7SH
Tel. 0181 455 5983

Wed, 4 Dec, 1996

Fax

Dear Mr Penhey,

Advertising Cylinders and Blocks and poles for Eruv Gates under Sec 50(1) New Street Works Act 1991 (apparatus)

I write, further to your letters of the 20th. November and of the 21st November. I deal with these separately in this letter.

Advertising Cylinders and Blocks

In my letter of 30th. Oct. I asked you whether the street authority is the owner of the land at any relevant points. You have not answered and I therefore assume that the authority is not the owner and that the structures are installed on 'highway land'. You say that you have purported to grant a street works licences under Sec 50(1) New Street Works Act 1991 (apparatus) for the advertising structures. The authority could not therefore have required any payment or other consideration other than reimbursement, of expenses and the cost of maintenance. It does not matter upon what basis the contract was entered into. If you did obtain a proper commercial consideration for the advertising rights, you would be acting ultra vires and in breach of duty.

If you did not obtain such a full commercial consideration for valuable commercial rights such as these, you would appear to be in breach of your duty to assert and protect the rights of the public to the use and enjoyment of the public highway, in that, you have advanced private commercial interests in the highway, at the expense of public rights.

As the Council considered these matters when preparing its arrangements, perhaps you would explain upon what basis you are claiming to be satisfied that you have complied with your duties.

Eruv Gates

It seems that you are choosing to licence the Eruv posts as 'apparatus' under Sec 50(1) New Street Works Act 1991 without consultation with and without taking into account the representations of, interested parties such as frontagers residents associations and other interested parties. It seems therefore that you are threatening a breach of your duty to protect assert the rights of the public to the use and enjoyment of the public highway, in so far as you have chosen, as a matter of policy, to use any statutory power you may have, to advance a private sectional interest as against the interests in the highway of the public at large.

If it were the case on the other hand, that the applicants were requiring to proceed under Sec 50(1) New Street Works Act 1991 only, then you would duty bound to deal with their application accordingly without such consultation. Can you please inform me which is the case?

Yours sincerely,

Philip Kossoff

Legal Dept
Town Hall
The Burroughs NW 4 BG

advertising sites, and Eruv posts.

Please particularly note that the last letter to me from Barnet dated 7th. Jan. 97 indicates that your predecessor the then Director of Environmental Services was supposed to have replied to me directly. It is now sixteen months later, as you might guess, I have never had that reply, and now await a reply from you to my letter of the 26th. Dec. 1996

2A) Agenda 28/1/98 and 5/2/98 Paras. 8.20, of attached document April 94 [appendix A States that the Council 'has powers to provide advertising boards' which can provide 'a source of revenue' As you will see from the correspondence in most cases as the council is not the owner of the subsoil. **It has no such power.**

2B) Agenda 28/1/98 and 5/2/98 Paras. 8.1, of attached document April 94. implies, although it most carefully avoids making a clear statement, that the Council has powers to allow private organizations to 'provide a location for signs or equipment provided by others' This statement is not at all clear, but if it is intended to refer to Eruv signs or advertising locations it is inaccurate and misleading. Issues relating to the questions of the powers of the Council to licence Eruv posts as 'apparatus' are also outstanding in the correspondence.

The issue here is that the Council officers state that they will recommend the Public Works Committee in due time to support the granting of a street works licence for Eruv poles on basis of Sec 50(1) New Street Works Act 1991 as 'apparatus'. This, 'the apparatus' section' does not require the Council to have a statutory public consultation with interested parties, and doubts have previously been expressed by the dept of Transport's lawyers as to whether the Eruv poles can be licenced as 'apparatus' under this provision. They recommended (and everyone agrees) that Section 115B and 115E of the Highways Act 1980 which empowers the granting of a licence for structures which provide 'a service to a section of the public' is appropriate. This latter Section **requires the Council to undertake full statutory consultation with all interested parties and to take account of their views (particularly the frontagers views).**

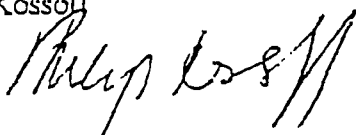
Apparently, the Council's lawyers have taken Counsel's opinion on these question but refuses to disclose the opinion, even though this information is not 'exempt' under the Local Government (Access to Information Act). The Counsel's opinion is not in this case, information concerning legal proceedings -there are no legal proceedings] I am left waiting for an answer to my letter of the 26th. Dec 96.

I would appreciate the opportunity to explain in person any matters in this letter which you regard as requiring further clarification or which you regard as incorrect, and would request an urgent meeting for that purpose

I sign this letter for myself, for a group of 28 Barnet residents of which full particulars have been given to the Council, and for the group of some two thousand supporters of the Barnet Eruv Objectors Group, whose representative I am on this matter.

Yours faithfully

Philip Kossoff



ACTING DIRECTOR ANNE LIPPITT BSc DStD MInstP

ENVIRONMENTAL SERVICES

Mr. Phillip Kossoff
16 Park Drive
London
NW11 7SH

Sarnet House
1255 High Road
Whetstone

London N20 0EJ

Telephone: 0181-359 2000

Fax: 0181-359 4152

Contact: John Koster
Direct Line: 0181 359 43554

Our reference

Your reference

Date

CLT/H/K/JDN/239575

1 May, 1998

Dear Mr Kossoff

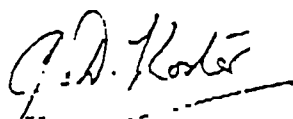
Proposals Relating to ERUV 4

I am writing to you concerning your letter dated 1 March 1998, which has been passed to me to reply to those aspects of the letter which deal with the ERUV proposals. I must apologise for the delay in dealing with this matter.

I shall be dealing solely with the ERUV proposals as they affect the highway, and the Council's role as highway authority. As you may be aware the revised proposals submitted by the applicants (ERUV 4) have yet to be considered by the Development and Protection Committee. I understand that the Committee may consider the application during the summer (June/July). Only after the Development and Protection Committee have determined the application, and depending upon the outcome, will a report be submitted to the Public Works Committee. The report will, of course, request that the Committee consider the granting of a request to issue a license to the ERUV proposers for the erection of the poles and wires which constitute the ERUV boundary.

I will take into account the points that you have raised in your letter when compiling the report. I will, of course, be seeking further advice from my colleagues in the Legal Department to confirm the mechanism under which licenses could be issued. This would, of course, be subject to the Public Works Committee authorising the issue of such licenses. The proposals of ERUV 4 would also require Highways Agency to issue similar licenses. I am advised that, for ease of administration, the Highways Agency would consider using the same mechanism if they are agreeable to the issuing of licenses.

Yours faithfully



John Koster
Principal Engineer
for Acting Director of Environmental Services

CLT/H/K/JDN-239575



INVESTOR IN PEOPLE



IF EXECUTIVE MAX CALLER 854(Eng) C.Eng MICE MWEM FRSA CIPAF

P Kossoff
Park Drive
adon
11 7SH

The Town Hall
The Burroughs
Hendon
London NW4 4BG
Doc. Exch. 59318 Hendon
Telephone: 0181-359 2000
Legal Service Fax: 0181-359 2680

Contact:
Direct Line:

John Penhey
0181-359 2510

Date

7 January 1997

Your reference

Your reference

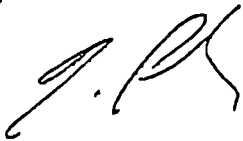
2.6640/27275.JMP/AW

Dear Mr Kossoff

RE: (1) Columns & Panels on the Footway
(2) Eruv Poles

Thank you for your letter of 26 December. I have passed this to the Director of Environmental Services and have asked him to reply to you direct.

Yours sincerely



for CONTROLLER OF LEGAL SERVICES

3-6JANUARY/ENVIRO/IMP/7 January 1997

Assistant Chief Executive RITA WEBB BA MSocS



Philip Kossoff
16 Park Drive,
London, NW11 7SH
Tel. 0181 455 5983

Thu, 26 Dec, 1996

Dear Mr Penhey,

Advertising Cylinders and Blocks and poles for Eruv Gates under Sec 50(1) New Street Works Act 1991 (apparatus)

Advertising Cylinders and Blocks

I note you have now informed me that some of the sites upon which the various advertising structures are constructed, are owned by the Council as to subsoil etc. Some of the sites upon which the various advertising structures are owned by others as to subsoil etc.

Please therefore identify the relevant sites in respect of which the Council owns the subsoil. Please also identify the relevant sites in respect of which the Council does not own the subsoil.

Eruv Gates

Kindly identify the relevant proposed pole locations in respect of which it is now alleged that Section 115B and 115E of the Highways Act 1980, is not available, but that Sec. 50 of the New Roads and Street Works Act 1991 is available.

Yours sincerely,

Philip Kossoff

Legal Dept
Town Hall
The Burroughs NW 4 BG

From Barnet Eruv Objectors Group 17/6/98
SITE 13 - WILDWOOD ROAD, NW11 (6) Posts

This is an new application for all six pole and wire structures .
There have been several changes from the previous applications
The line of the wire has been changed and one of the poles has
been moved to a new position, onto a particularly narrow part of
the pavement. A further pole has been removed altogether.

If you approve this site you are voting for inevitable damage to
the Heath trees and to the Conservation area. in direct breach of
Council's policy T3.1 'no development proposal to harm a
Conservation area'

1) You now have the benefit of the evidence of the Corporation of
the City of London. The superintendent of Hampstead Heath
has considered the condition designed to safeguard the trees at
Wildwood Road and has concluded that the erection of poles at
location 13, as described in the application, will have an adverse
impact on the character and health of the trees. That evidence
was not before the Secretary of State in 1994.

2) PPG 15, the Government's guidance on Conservation Areas
has now been published. That document details the important
contribution that trees can make to the appearance of a
Conservation Area. The trees lining Wildwood Road make a very
significant visual, historic contribution to the character and
appearance of the Hampstead Garden Suburb Conservation.
Area and the proposals, will have an adverse impact on the trees
and will thus cause harm to the Conservation Area. PPG 15, an
important material planning consideration in this case, was not
before the Secretary of State in 1994.

3) In the light of the threat of legal proceedings contained in the
letter of Corporation of London dated 10th. June 98, if this site is
approved. You will require some written assurance from the
Officers that there is no reasonable likelihood of any costs
falling upon the Council as a result of any proceedings that may
be brought by the Corporation of the City of London either now
or in the future.

From Barnet Eruv Objectors Group 17/6/98

Site 13 single pole outside 1 Wildwood Rise. Narrow pavement access further narrowed by Eruv poles reducing pedestrian access below minimum of 2 metres, to 1metre 400 Breach of UDP M6.1 and M6.2, and minimum pedestrian width prescribed by new planning policies.

Site 42 Greenfield Gardens (narrow footpath)
Site Further narrowed by Eruv poles reducing pedestrian access to 1metre 700 ,below minimum of 2 metres prescribed by new planning policies . Breach of UDP M6.1 and M6.2 and all new street policies.

Site 14 Hampstead Lane and Bishops Avenue narrow pavement access further narrowed by Eruv poles reducing pedestrian access to 1metre 600 below minimum of 2 metres prescribed by new planning policies . This will push people on to the verge. Breach of UDP M6.1 and M6.2 and all new street furniture policies

If you vote in favour of these sites you are voting in favour of reducing established minimum safety standards required for pedestrian access You vote in breach of Council UDP Planning policies M6.1 M6.2 and all of the new street policies.

You are responsible for this decision and we are sure that in the light of this you would not favour these locations and would ask for these poles to be moved to other sites where there is adequate access.

You should require before dealing with this matter further, that the Officers measure every individual site in the in the light of the narrowing of pedestrian access involved and they should supply you with with a written statement of safety. .

24 JUL 1998

ERUV

BOUNDARY OPPONENTS' GROUP

308 Cricklewood Lane, London NW2 2PX

23 July 1998

2.1

CE	
LEG	
CA	✓
ACE	
ISTD	
PERS	
Mr Max Caller Chief Executive London Borough of Barnet The Town Hall The Boroughs London NW4 4BG	
FOR REPLY BY: 17 AUG 1998	
ACTION:	
REF TO: Dear Mr. Caller	
ALLOCATED TO: L. ...	

re: Planning permission for Eruv4 installations

We wish to complain that the Development & Protection Committee's approval for the Eruv4 planning application on 17 June 1998 was given without properly addressing the following material planning considerations, either then or previously:

(1) The proposed siting of the poles in streets depends primarily on the Eruv stipulation which requires that the gaps between the poles and the adjacent existing structures are not more than three handbreadths (pragmatically expressed as 30cm). This would compel the public to pass through one of the symbolic poles-and-wire 'gateways' to enter or leave the Eruv 'domain'. Whether or not such compulsory passage is acceptable needs to be openly considered by the Council.

(2) This siting of the poles, intentionally to create virtually impassable gaps at the back of pavements, would permanently and deliberately cause obstruction to free passage. The Council therefore needs to consider whether planning permission for this siting is compatible with its duty under the Highways Act "to assert and protect the rights of the public to the use and enjoyment of any highway" for which it is responsible.

(3) Only persons of one ethnicity could benefit from the installations. The Council has to consider whether in terms of Section 1 of the Race Relations Act this is discrimination against persons of another ethnicity, because if it is, planning permission would be unlawful under Section 19A of the Act.

(4) The Applicant intends to 'hi-jack' the use of external walls of hundreds of dwellinghouses, i.e. designating them as Eruv Boundary without either the consent of the residents or the Council's planning permission for a different, albeit ancillary, use class of parts of the buildings. The Council ought to consider whether this is an unacceptable consequence of planning permission for the installations.

Committee: E. Carlile, C. Clogg, H. Frankel, P. King, L. Noble, E. Segall, J. Segall

From Barnet Eruv Objectors Group 17/6/98
Site 42 Greenfield Gardens (narrow footpath) Site
47(narrow footpath) New Sites

22 Regents Park Rd, Site 21 Squires lane, Old sites
not previously considered in terms of safety or M6.1 or
M6.2 or in terms of new street policies Visual impact does
not affect the Blind and partially sighted .

What affects them is safety

If you vote in favour of these sites you are voting against
the specific stated objections as to safety of the 8000 Blind
and Partially Sighted expressed in the letter before you.
You vote in breach of Council UDP Planning policies
M6.1 M6.2 and all of the new street policies.

You are responsible for this decision and we are sure that
you would not favour these locations and would ask for
these poles to be moved to other sites.

You should require before dealing with this matter
further, that the Officers consider every individual site in
the in the light of its safety to the blind and partially
sighted and to other vulnerable groups groups. They
should supply you with with a written certificate of
safety. Barnet Visually Impaired will have to be consulted
in respect of each site location.

We urge you to refuse the application.

Copy

12th June 1998

Member of Development & Protection Committee
Barnet Council

Dear Councillor

Officers' Report on Eruv 4 Application

The Report recommends that you approve the Application. However, the discussion on the Eruv's civil rights implications (pp20-22) misrepresents or ignores key objections, including the coming implementation into British law of the European Convention on Human Rights. Consequently, we believe that approving the Application could put Barnet Council in breach of its duties as the local planning and highways authority.

In addition, as civil rights issues were ignored by the Public Inquiry, the previous Secretary of State was not in a position to take them into account. Therefore, these are additional concerns of considerable weight affecting all of the locations, invalidating conclusion 8.3.10.vi and justifying refusal of the whole Application.

Our detailed reply to the Report is enclosed. In summary:

1. The Report fails to state that the poles are at the rear of pavements primarily to meet a religious stipulation, whose purpose is to cause obstruction to free passage by creating impassable gaps at the rear of pavements to form the actual Eruv Boundary.
2. The Report ignores that as a result everyone would be compelled to pass through one of the privately-owned religious symbolic 'gateways', and that for some citizens this experience will deny them their right to enjoy their use of Barnet's highways.
- 3 It is absurd to claim that the poles have significance only to orthodox Jews (p20). If this were true, the Council has the duty now to justify to the public the purpose of apparently useless poles-and-wire constructions in their streets, i.e. passage through the Boundary.
4. Eruv makers in Pennsylvania obtained consent for the use of houses as part of the Eruv Boundary to conform to ancient religious requirements, showing respect for the home, and Barnet should do likewise. The acceptance by Barnet of the £4000 gift from the Eruv Committee is regarded by the latter's religious supervisory body as symbolically over-riding the requirement for individual consents. Barnet should show respect for the home by requiring planning permission for the religious use of these dwellings.
5. The Officers appear to misunderstand the relevance of Section 19A of the Race Relations Act. Only persons of Jewish ethnicity could benefit from the Eruv installations, therefore planning permission would be discrimination. In addition, the absence of any benefit to people of another ethnicity is not subjective, but a fact (8.3.4.3).

As you know, it is your responsibility to vote according to your personal judgement, not blindly to accept Officers' Reports or local party policies.

We urge you not to vote in favour of a proposal which allows religious law to override human rights.

Yours sincerely,

Elizabeth Segall

Jeffrey Segall

(Two Eruv rituals are required for the 'hi-jack': the gaps of no more than three handbreadths between each end of contiguous houses and the adjacent poles; and acceptance by the local authority of a gift from the Eruv-makers, which the Boundary's religious supervisory body can regard as a symbolic 'umbrella domain rental' signifying the authority's consent. Barnet Council has now met both requirements.)

(5) The Human Rights Bill will make it unlawful for a local authority "to act in a way which is incompatible with a Convention right" of the European Convention on Human Rights. The Council ought to consider whether it should accept this principle now. Implementation of planning permission for the stipulated siting of the poles could infringe Convention rights under Articles 8 and 9: the former by the Council empowering the 'hi-jack'; the latter by the Council failing to protect the right of Eruv non-believers to enjoy free and unobstructed passage in streets by not being subjected to the Eruv manifestation of compulsory passage through an Eruv 'gateway'.

We believe that the Council should revoke or modify the planning permission pending its full examination of the material planning considerations which it has hitherto neglected.

We would appreciate your comments,

Yours sincerely,



(Dr) Jeffrey J. Segall
on behalf of the Eruv Boundary Opponents Committee

Enc. (for information): Communication sent to the Members of the Development & Protection Committee prior to its approval of the Eruv4 planning application.

0114

12th June 1998

Riposte to Officers' Report on Planning Application for Eruv 4

We note that the Report addresses civil rights issues in response to objections, but we consider that the Officers ignore or misrepresent our key objections. Consequently we believe that if the Officers' recommendation to approve the Application is accepted, Barnet Council could breach its duties as the local planning and highways authority.

1. Key material planning consideration

(a) The Report fails to state that the poles are to be sited to leave a gap of no more than three handbreadths between them and their adjacent existing structure, as a religious stipulation, and that this stipulated siting is a material planning consideration.

(b) It also fails to state (8.1.6) that the purpose of this siting is to cause obstruction to free passage by creating impassable gaps at the rear of pavements.

2. Highways Act Section 137

Moreover, the Report fails to inform that these obstructions to free passage could amount to unlawful wilful obstruction because the specific intention of the impassable gaps is permanent obstruction: i.e. to complete the Eruv Boundary between the poles-and-wire 'gateways' and the designated existing Boundary structures. The obstructions would not be caused only on the day of the week for which a religious need is claimed, but on every day, allowing them to fulfil a territorial perception. (It is noteworthy that there are no poles-and-wire constructions in the Strasbourg and Amsterdam Eruvs, and few in American urban Eruvs.)

3. Highways Act Section 130, and European Convention Article 9

(a) The Officers continue to ignore the fact that the stipulated siting would compel everyone, when entering or leaving the Eruv area, to pass through one of the privately-owned religious symbolic gateways. Hence they do not consider that for some citizens this experience will deny them their right to enjoy their use of Barnet's highways.

(b) Article 9 of the European Human Rights Convention provides the right to protection from a manifestation of a religion or other belief which infringes any right of anyone else. The Officers' assertion (p20) regarding *the physical proximity ... denial of freedom of conscience* is not the issue. As secular humanists we will be offended in our streets by the Eruv Committee and by Barnet Council in the experience of being compelled to pass through the religious 'gateways'. We have some Christian neighbours who share such feelings. All people affronted in this way are entitled to protection. Moreover, if the Officers' statement (p20) that *to anyone else they* ['gateways'] *are simple poles and wires* is correct, the Council has the duty now to inform the public that the purpose of the apparently useless poles-and-wire constructions in their streets would be to allow passage through the Eruv Boundary.

4. Convention Article 8 and the Human Rights Bill

(a) The Officers' Report considers that the designation of the external walls of dwellinghouses with private land as existing Eruv Boundary is acceptable without the consent of the residents. Officials of the Lower Merion, Pennsylvania, Eruv obtained such consent, showing respect for the home. By this comparison, the Officers are showing disrespect for the home. Moreover, ancient Jewish law requires the consent of residents who are Eruv non-believers; by this criterion also, the Officers are showing disrespect for the home.

(b) If affected residents do not have a *right of veto* (8.2.4 p21) on this issue, the Development and Protection Committee does have this right. Yet the Officers have refused to accept this matter as :

material planning consideration. In doing so, they have deprived these residents of an open and democratic decision on whether planning permission should be required for the religious use of their residential buildings under the Planning (Use Class) Order. Thus the Officers caused previous Planning Committees to show disrespect for the home.

(c) Barnet Council proactively empowered the Eruv Committee to designate the walls of homes as Boundary, without the consent of the residents, by accepting (and refusing to return) a gift of £4000 from the Applicant, which is regarded by the latter's religious supervisory body as symbolically overriding the ancient religious requirement for individual consents.

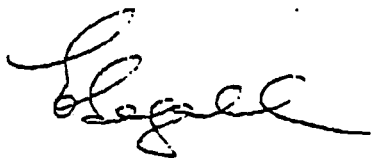
(d) The Officers' Report ignores that it is the absence of residents' or planning consent which infringes Article 8 of the European Human Rights Convention by showing disrespect for the home, and fails to note the provision in the Human Rights Bill that it will be "unlawful for a public authority to act in a way which is incompatible with a Convention right".

5. Race Relations Act, Section 19A

The Officers appear to misunderstand the relevance of Section 19A. The point is that only persons of one particular ethnicity could benefit from planning permission for this private 'development' in Barnet's streets; no person of another ethnicity could benefit from it; therefore planning permission for it would be discrimination.

The Officers' comments are irrelevant that non-orthodox Jews would not be discriminated against (8.3.4); that Jews as well as non-Jews would have *to pass through the poles* (8.3.4.2); that *the test of less favourable treatment is not a mere subjective one* (8.3.4.3), because in this case, the absence of any benefit to people of another ethnicity is not subjective, but a fact.

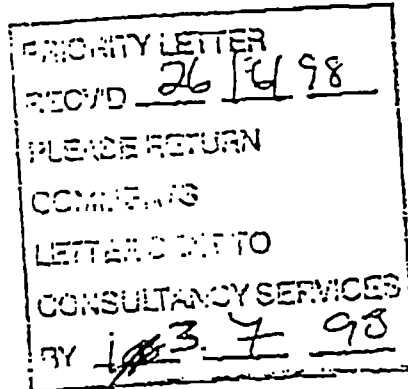
.....





*John Koster
Highways*

Anne Lippitt
Environmental Services
Barnet House
1255 High Road
Whetsone N20 0EJ



Members Room
The Town Hall
The Burroughs
Hendon
London NW4 4BG
Telephone: 0181-359 2000

24 June 1998

Dear Anne,

Re: Eruv

A group from the Church End LA21 Partnership will be petitioning the Public Works Committee in reference to the positioning of the poles to be placed on the bridge at Finchley Central.

As you know this is a very narrow footpath on both sides and there is concern for pedestrian safety, if, from what I can gather, they stay in the proposed spot. They will more than likely put forward a proposal for their re-positioning. Can you contact Janett Durrant, the Church End co-ordinator.

Yours sincerely,

Kathy McGuirk

Cllr. Kathy McGuirk
Chair Church End Partnership

c.c
Cllr. Stan Cross
Cllr. Geof Cooke
Grahame Beattie
George Sims
Janett Durrant

HIGHWAYS	
MAINTENANCE UNIT	
RECEIVED	29 JUN 1998
ISSUED TO	
ACTION	

ACTING DIRECTOR ANNE LIPPITT BSc DipTP MRTPI

ENVIRONMENTAL SERVICES

Cllr. Kathy McGuirk
Members Room
The Town Hall
The Burroughs
Hendon
London
NW4 4BG

Barnet House
1255 High Road
Whetstone
London N20 0EJ

Telephone: 0181-359 2000
Fax: 0181-359 4152

Contact: John Koster
Direct Line: 0181 359 4354

Our reference

Your reference

Date

CLT/H/GB/JDN/256279

2 July 1998

Dear Cllr. McGuirk

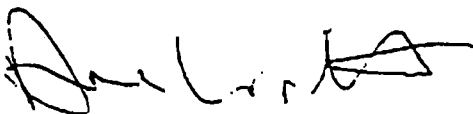
Re: ERUV

Thank you for your letter dated 24 June 1998, concerning the positioning of certain specific poles related to the proposals for the establishment of an ERUV. I have asked the officer dealing with the highway aspects of the ERUV, John Koster to contact Janett Durrant to discuss any concerns that she may have on the positioning of the poles on the bridge at Finchley Central or at any other locations.

Following the decision of the Development and Planning Committee to approve the current application (ERUV 4), you will be aware that it is only the highway aspects with which John Koster will be dealing. The Council as highway authority, will be responsible for issuing the appropriate licenses for the installation of poles and wires on or over the public highway, subject to the requisite authorisation being given by the Public Works Committee. However, if there is a perceived problem of public safety related to any of the pole locations then this must, of course, be considered at the earliest opportunity. A site meeting may be the most appropriate means to deal with the matter.

If you have any further queries please contact John Koster on the above number.

Yours sincerely



Anne Lippitt
Acting Director of Environmental Services

CLT/H/GB/JDN/256279





Companies House
— for the record —

Please complete in typescript,
or in bold black capitals.

CHFP000

288a

APPOINTMENT of director or secretary (NOT for resignation (use Form 288b) or change of particulars (use Form 288c))

Company Number

Company Name in full

Date of
appointment

Day Month Year

†Date of
Birth

Day Month Year

Appointment form

Appointment as director

as secretary

Please mark the appropriate box. If appointment is
as a director and secretary mark both boxes.

NAME

*Style / Title

*Honours etc

Notes on completion
appear on reverse.

Forename(s)

Surname

Previous
Forename(s)

Previous
Surname(s)

Usual residential
address

Post town

Postcode

County / Region

Country

†Nationality

†Business occupation

†Other directorships
(additional space overleaf)

I consent to act as ** director / secretary of the above named company

Consent signature

Date

* Voluntary details.

† Directors only.

**Delete as appropriate

A director, secretary etc must sign the form below.

Signed

Date

(*a director / secretary / administrator / administrative receiver / receiver manager / receiver)

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

Tel

DX number

DX exchange

Companies House receipt date barcode

**This form has been provided free of charge
by Companies House.**

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff

for companies registered in England and Wales or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Company Number

† Directors only.

† Other directorships

NOTES

Show the full forenames, NOT INITIALS. If the director or secretary is a corporation or Scottish firm, show the name on surname line and registered or principal office on the usual residential line.

Give previous forenames or surname(s) except:

- for a married woman, the name by which she was known before marriage need not be given.
- for names not used since the age of 18 or for at least 20 years

A peer or individual known by a title may state the title instead of or in addition to the forenames and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Other directorships.

Give the name of every company incorporated in Great Britain of which the person concerned is a director or has been a director at any time in the past five years.

You may exclude a company which either is, or at all times during the past five years when the person concerned was a director, was

- dormant
- a parent company which wholly owned the company making the return, or
- another wholly owned subsidiary of the same parent company.



Companies House

— for the record —

225

Please complete in typescript,
or in bold black capitals

CHFP000

Change of accounting reference date

Company Number

Company Name in Full

NOTES

You may use this form to change the accounting date relating to either the current or the immediately previous accounting period.

a. You **may not** change a period for which the accounts are already overdue.

b. You **may not** extend a period beyond 18 months unless the company is subject to an administration order.

c. You **may not** extend periods more than once in five years unless:

1. the company is subject to an administration order, or

2. you have the specific approval of the Secretary of State, (please enclose a copy), or

3. you are extending the company's accounting reference period to align with that of a parent or subsidiary undertaking established in the European Economic Area, or

4. the form is being submitted by an overseas company.

The accounting reference period ending

Day Month Year

--	--	--	--	--	--	--	--	--	--

is shortened/extended[†] so as to end on

Day Month Year

--	--	--	--	--	--	--	--	--	--

Subsequent periods will end on the same day and month in future years.

If extending more than once in five years, please indicate in the box the number of the provision listed in note c. on which you are relying.

Signed

Date

[†] Please delete as appropriate

[†] a director / secretary / administrator / administrative receiver / receiver and manager / receiver (Scotland) / person authorised on behalf of an overseas company

Please give the name, address, telephone number, and if available, a DX number and Exchange, for the person Companies House should contact if there is any query

Tel	
DX number	DX exchange

Companies House receipt date barcode

This form has been provided free of charge by Companies House.

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

June 6, 1997 * Sivan 1, 5757

Letters to the Editor

Looking In - Rudi Vis

Where I stand on Jewish issues

ONCE I had been selected by the Constituency Labour Party to stand for Parliament, in late March 1996, I called a press conference and invited the JC among others.

When the JC was unable to come, the thought occurred to me that perhaps it presumed Finchley and Golders Green to be safe with the sitting, Conservative, MP, John Marshall. I almost presumed as much myself.

Mr Marshall deserves congratulations for having been a good constituency MP and for having been particularly helpful to the Jewish community.

For my part, although I cannot claim a fine record of barmitzvah attendances I am certainly a friend of the Jewish community here, and indeed a friend of Israel.

Mr Marshall was chairman of the Britain-Israel parliamentary group and I would be honoured to join that group. He used to say that he was close to Israel in both heart and mind, sentiments I understand.

My upbringing was strongly pro-Israel from the very beginning, something, no doubt, not unconnected with my father's work during the Second World War helping the Jewish community in the country of my birth, The Netherlands.

I am therefore pleased with the statement by Robin Cook, the Foreign Secretary, to the effect that the Government favours a joint European initiative on peace in the Middle East.

I regard it as a positive step for the EU and its member states to work towards developing a common view, not only towards obtaining peace in the Middle East, but also towards the establishment of wider economic and social ties, which may assist in the long-term maintenance of that peace.

Another casualty of the General Election was David Hunt, the former MP for Wirral West, who was head of the Inter-Parliamentary Council against Anti-Semitism.

This is an important body. Our society requires total vigilance against racism and anti-Semitism and I am convinced that the Labour Government will move swiftly against those, for example, who attempt to disseminate Holocaust-denial propaganda. I find the latter not just offensive; it is criminal in intent and in historical terms.

A further point relevant to establishing my credentials with the local community, and with the JC readership, concerns the question of so-called "Nazi gold."

As widely reported in the local press in and around Barnet, I instructed the director of finance of the London Borough of Barnet, in my capacity of chair of finance, to stop doing business, on the council's behalf, with those Swiss banks who would not co-operate or who were "going slow" in dealing with the scandal of the Nazi confiscation and plunder of assets which were then stored in Swiss banks.

Perhaps most of the above points will arouse little contention. There are other matters, however, on which I know that a number of my Jewish constituents will disagree with me.

I was deeply disappointed that Likud won the Israeli elections last year. I have great respect for Shimon Peres but am unsure whether Binyamin Netanyahu is either strong enough or interested enough successfully to fight off the far-right in Israel, whose votes he will need for almost all of his day-to-day policies.

I must confess to being baffled by some of the attitudes taken by those on the extreme right of Israeli politics, and not a little distressed by many of Mr Netanyahu's own policies.

I believe the murder of Yitzhak Rabin was of more significance than the murder of President Kennedy. Mr Rabin will go down in history as one of the most important politicians of the 20th century because of his unstinting belief — and his policies in pursuit of that belief — that peace was the only way forward in the Middle East.

Then there is the eruv. I have faced a great deal of abuse, both by post and face-to-face, about my stance on the eruv. I have been accused of anti-Semitism, even by apparently intelligent people — subject, however, to temporary thoughtlessness, it seems.

The eruv is a controversial matter. It is not simply a Jewish issue, or a Jewish/non-Jewish issue. The Jewish community itself is divided about it.

As a member of the Barnet council, I sought advice from many with an opinion on the issue. Having heard all sides, I came to support the idea of an eruv, though not the one that was being proposed.

I argued the case for an eruv incorporating part of the M25 as a boundary but I was led to believe, the eruv committee would countenance no amendment to its own proposals.

But though I had been told of the eruv committee's intransigence, this was not my impression from speaking to its chairman, Edward Black. Mr Black and I had a most amicable conversation. We agreed to disagree.

It is my view that the issue has nothing to do with poles and wires and everything to do with maintaining harmony within what is a multi-racial and

multi-ethnic community.

I also take seriously the fear, expressed by some — among them, Gerald Kaufman — of the area within the cruv being perceived as a ghetto.

I don't take this matter lightly and fully respect the views of my opponents. I hope they respect mine.

Rudi Vis is the Member of Parliament for Golders Green and Finchley



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GRAMM

"DEFINITIVE" LOCATION OF POSTS ON
GREAT NORTH WAY. (FOR RECORDS)

regards.

Alan.

Pls. copy in to Edward Black.

22346/4

GREAT NORTH WAY
(BARNET BY PASS)

Survey

Playing Field

22346/3

BM 65.97m

68.0m

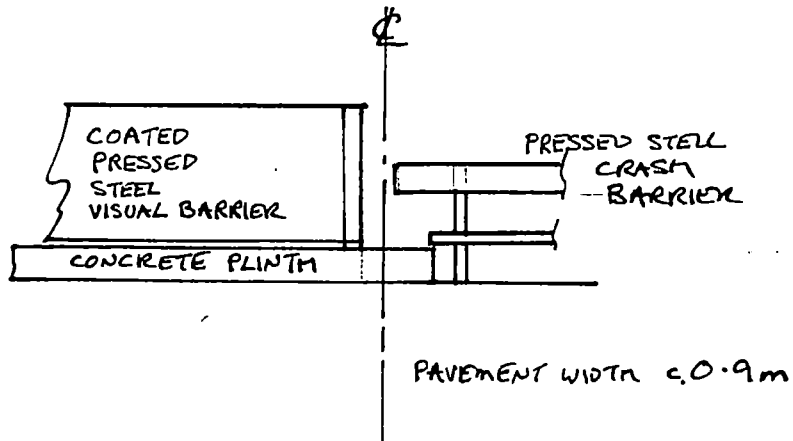
GREAT A

Hilltop Gardens

Playground

AP 12/3/01

POST LOCATION ON RESERVATION



22346/3

ELEVATION

DO NOT SCALE (c. 1:50)

22346/4 AT TOP OF EMBANKMENT
ADJACENT TO FENCE OF
COPTHALL PLATING FIELDS.

AP 12/3/01

Letters To The Editor

Domestic and Dutch eruv issues

IT IS ABSOLUTELY untrue to assert, as Elizabeth Lawrence does (Letters, March 9), that neither the United Synagogue Eruv Committee nor Barnet Council has been able to arrange appropriate insurance. As a condition of the grant of the licence, Barnet Council required the eruv committee to put in place an insurance policy meeting specific criteria. This has been effected with a major insurance company.

Secondly, the erection and maintenance of eruv posts will be carried out by contractors approved by Barnet Council, to undertake similar work with the Council's own lamp posts, telegraph poles etc.

If the debate focused on real rather than phantom issues, and facts rather than inflammatory assertions as to what the eruv is and may lead to, it would be perfectly clear to all that the eruv is, as your recent editorial quite rightly pointed out, a benign institution which, when established, will benefit many thousands of Barnet residents and will harm no one.

EDWARD BLACK,
MEMBER, UNITED SYNAGOGUE ERUV
COMMITTEE,
WEST HEATH ROAD,
LONDON NW3.

I WAS SURPRISED and disappointed by your comments about Dr Rudi Vis, MP (JC, March 2).

Dr Vis, an active member of the Labour Friends of Israel, has been a true friend of the Jewish people all of his life.

Coincidentally, you have been receiving correspondence relating to the heroism of people in Holland during the Second World War. Perhaps not enough people know that Dr Vis's family in Holland hid Jewish fugitives from the Nazis during that war.

As a friend, Dr Vis is worried about all ghettos — which may attract anti-Semitism — and, perhaps like many of us who have learned about what happened in places like Warsaw, finds it difficult to comprehend why we should seek to impose one on ourselves.

I personally cannot comprehend how John Marshall can see this as "an election issue."

JEFFREY LAMPERT,
KINGSGATE AVENUE, LONDON N3.

I HAVE JUST read the following by the chronicler Moses Gans: "One of the important Sabbath restrictions concerns the carrying or conveying of objects outside the house, but in order to make this prohibition as tolerable as possible it was customary not to apply it to an enclosed town."

"Now The Hague was surrounded by water and might therefore have been considered to be enclosed had it not boasted a number of bridges. Chacham Sasportas [d. 1698] reports that the authorities agreed to change these to drawbridges, thus transforming the Hague into a closed city."

It is very sad that Rudi Vis MP, and your correspondents Zvi Friedman and Elizabeth Lawrence, are so much less tolerant of traditional Judaism than the Burgomasters of The Hague in the 17th century.

EDGAR SAMUEL
edgarsamuel@
woodsidepark.demon.co.uk



Rich and famous

AS A FOUNDER of the Oxford L'Chaim Society and a one-time friend of Rabbi Boteach, I found events at the Union inspired both intense

entourage at Blenheim. If "Michael" had called on him to endorse a new "Cuddle the Chimp Sanctuary" or "Love the don't"

over one day to realise that Shmuel had taken the "Cheers" out of our "L'Chaim."

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of heart

JC

Jewish Chronicle

MARCH 2, 2001 — ADAR 7, 5761

Ignorance is Vis

THE EFFORT TO SECURE an eruv in North-West London has dragged on for so long that sceptics might be forgiven for wondering which will come first, the eruv or the Messiah. Much of the delay, of course, has been due to the workings of local democracy. Objections have been raised, debated, voted on and resolved at committee and council level. Planning issues have been worked through. And while relatively minor practical matters remain to be finalised before a definitive, formal go-ahead, the core issue — whether there should or can be an eruv — seemed long ago to have been decided, in the affirmative, by the proper local and central-government authorities. In this context, the kindest thing that can be said about Golders Green MP Rudy Vis's eleventh-hour request for Environment Secretary John Prescott to re-open the matter is that it is puzzling. But Mr Vis's intervention also seems to reflect ignorance, bias, or perhaps both. The MP, in his letter to Mr Prescott, argues that the eruv project is "not about poles and wires." Odd. One argument of the relatively small, yet determined group of eruv opponents has been precisely that — with some going so far as to suggest, fantastically, that it would somehow blight the local environment. In fact, several dozen poles, connected by filament wire, would be less visible than existing telephone poles or electricity wires. So unobtrusive is an eruv that in the dozens of towns and cities worldwide where eruvs exist (there is one near the White House in Washington) residents soon become utterly unaware of their existence. Mr Vis goes on to say what, in his view, the eruv is really about: "social engineering." His use of a phrase more often applied to the former Soviet Union or apartheid-era South Africa is astonishing. An eruv is a notional boundary, within which observant Orthodox Jews are allowed, under Jewish law, to carry some articles, and to push prams or wheelchairs. The practical effect would be to enable Orthodox families with small children — or the disabled — to attend synagogue where otherwise they could not. This gain for observant Jews would come at no one else's expense or inconvenience — unless, by "social engineering," Mr Vis means to imply that the sight of Orthodox Jews walking to synagogue in greater numbers than at present would somehow constitute an affront to the existing fabric of society. One would have thought, given New Labour's frequent paeans to an emerging, multi-cultural Britain, that improving the lives of one religious or ethnic group — any ethnic group — without encroaching on the lives of others would be cause not for correspondence with Mr Prescott, but for celebration.

Embracing change

Le

'Massacre' denied is unfounded

FOR COLIN LECI (Letters, February 23) to deny there was a massacre of Palestinian men, women, and children at Deir Yassin on April 9, 1948 is to discredit eyewitness testimony by Arabs and Jews alike. It is to say that Martin Buber, Albert Einstein, Moshe Menuhin and even David Ben-Gurion were all misinformed or liars.

Dr Leci claims the massacre was not premeditated. Possibly not, but neither was it a simple battle. Incensed by their own ineptitude, these "soldiers," far more adept at throwing bombs into Arab market-places and hanging British soldiers than at any kind of open combat, did intentionally massacre the villagers.

Deir Yassin was never a heavily armed military post but an ordinary Arab village armed with old Turkish rifles and two machine-guns. Nor was there any escape corridor on the west. The western exit to the village is down the side of a mountain.

Gay Orthodoxy

WHILE THE FACT that the JC published an article on the subject of ⁺dition and homosexuality is ⁺aging, unfortunately the inf in Peter Bild's piece (Juda February 23) was inaccurate.

My friends in England feel slighted that I did not while in London, because partner nor I was in Lor. I was the rabbi of the YU. Roosevelt Island, not in Israel of New York City.

Never did I say that the "pre attitude of Orthodox rabbis regarding homosexuality rests on astounding ignorance." I never claimed to be challenging the authorities; nor did I use the words "witch hunt."

Most importantly, what I said about halachah was that it cannot be expected to lead the way in great social transformations. In America, Susan B. Anthony began the suffragette movement 80 years before Congress and the Supreme Court enfranchised women. Legal systems are designed to resist social change and to respond to it only once it has



Getting the message: customers at Edgware kosher butcher Ivor Silverman study a note about foot-and-mouth

JOHN RIFKIN

said she was delighted. "We accept the condition about women not being able to succeed to the chair, as we know everything must be done according to halachah."

Golders Green MP in eruv storm

By BERNARD JOSEPHS AND
RUTH ROTHENBERG

FINCHLEY and Golders Green Labour MP Rudi Vis is under fire from the United Synagogue after calling on Environment Secretary John Prescott to reconsider plans for a North-West London eruv — the notional boundary within which Orthodox Jews can carry some items and push prams on Shabbat.

In a letter leaked to the JC, Mr Vis told Mr Prescott that he saw the scheme as being "not about poles and wires" marking the boundary, but about "social engineering."

He had received "many letters against the Barnet eruv," and enclosed one from an objector, Alan Jacobs, from Hampstead Garden Suburb.

US president Peter Sheldon attacked Mr Vis for his action, when the eruv was on the brink of final approval by Barnet council.

"I am astonished by the last-minute intervention by Rudy Vis into a matter that has already been the subject of a lengthy public inquiry," he said.

"I am even more disappointed with Mr Vis's clear lack of understanding of what an eruv is."

"The many thousands of his constituents within the Jewish community will be angered by this action on behalf of a vocal minority who are attempting to

deprive members of the community of an amenity for which they have been waiting for many years."

Tory John Marshall — who will be contesting Finchley and Golders Green at the next election — expressed surprise that Mr Vis had decided to challenge the planning inquiry decision to proceed with the eruv. In doing so, he was making the scheme an "election issue."

Mr Vis was unavailable for comment.

Traders' Association, described the situation as a "crisis," while Yitzhak Feldman, of Kedassia, said butchers in Stamford Hill "could go out of business."

Norman Bookbinder, of Gilbert's, said: "We've built up a big stock for Pesach. Normally we carry meat for the trade but we can't do that now. The licensing scheme is a chink of light."

A problem could also arise, with Passover approaching, if kashrut inspectors are kept by government movement restrictions from visiting dairy farms to supervise kosher milk-production.

Manchester crisis, page 24

4 Golders Green
Cher

Letters To The Editor

The eruv, the MP and local concern

I HAVE NO doubt that Rudi Vis MP knows full well what an eruv is ("Golders Green MP in eruv storm," JC, March 2). I share his reservations, though I see the matter more as one of political correctness than social engineering.

It is naive to claim, as does your editorial and US president Peter Sheldon, that an eruv is simply a matter of poles and wires which inconvenience no one.

It is much more than this; it is a concession to a marginal group, unrepresentative of British Jewry, who will regard it as a base from which to make further demands, a minor folly that could well grow into a major embarrassment.

How long before demands for road and shop closures on Shabbat? How long before fundamentalists from other faith groups see this as a precedent?

ZVI FRIEDMAN,
hzfriedman@aol.com

IN YOUR leading article "Ignorance is Vis" (JC, March 2) you point out that "in dozens of towns and cities worldwide where eruvs exist residents soon become utterly unaware of their existence."

Mr Vis knows that this is true. Shortly before he was elected in 1997, I asked him what he thought about the eruv. He told me that when the issue first surfaced in Barnet he had rung his Jewish ex-father-in-law

who lives in Florida and asked him to explain the concept of an eruv. His father-in-law had never heard the word before but said that he would make enquiries and report back.

He subsequently rang back, having discovered that he had been living inside an eruv for the previous 20 years.

DAVID COHEN,
WEST HEATH ROAD,
LONDON NW3

WE MUST PROTEST at your editorial of March 2.

We do not consider as "relatively minor practical matters" Barnet Council's granting of a licence to The United Synagogue Eruv Committee, a newly formed company whose assets are worth £40, nor the fact that

neither the eruv applicant nor Barnet Council has been able to arrange insurance for injury or damage which might result from vandalism or some other interference with the eruv structures.

All public utilities that put structures on the highways are subject to strict regulation at all times. However, Barnet Council proposes to hand over the work of erecting and maintaining poles and wire on our roads and footways to a company whose objective will be to keep the structures ritually intact between sundown on Friday and sundown on Saturday, rather than comply with the safety of the public at large.

The eruv's proponents wish to create a private domain encompassing 6.5 square miles of the borough bordered by 87 poles and 13 miles of wire. There are no other eruvs of this type anywhere in the world where homeowners' premises are used as boundaries without their specific consent. There is no comparison with telephone poles or electricity wire, which are public utilities for the benefit of all.

Your comments on the phrase "social engineering" are disingenuous. The perception of opponents is that the proposed eruv wires and poles are markers of a religious and social divide and set a dangerous precedent.

Your inflammatory editorial adds nothing to the much-needed serious attention this subject demands.

ELIZABETH R. LAWRENCE,
BARNET ERUV OBJECTORS' GROUP,
WENTWORTH ROAD,
LONDON, NW11.



Deir Yassin event

I WAS IMPRESSED by the article (JC, March 2) by Rabbis John Rayner and Jeffrey Newman in which

Arabs in two weeks following the Partition resolution, 1947; 55 Jews murdered by a bomb planted by Arabs in Jerusalem; February 1948.

with the neighbouring Jewish settlement of Givat Shaul and there are reports that they had

THIS LICENCE is given this day of ~~1999~~

BY THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET
acting by the Council of the said Borough by GRAEME ROBERT LONGTON CREER
the Borough Solicitor (hereinafter called "the Corporation") to THE UNITED ~~REFORM~~
SYNAGOGUE ERUV COMMITTEE (Company Registration No. 3749885) whose
registered office is ~~situate~~ at 9 West Heath Road, London, NW3 7UX

WHEREAS:

- (1) The Corporation is the street authority and the highway authority for the streets listed in the First Schedule hereto ("the Highways")
- (2) The United Synagogue Eruv Committee wishes to place at several locations on and over the Highways various poles and wires in order to define certain sections of the perimeter of an eruv

NOW THEREFORE:

1. (1) In this Licence:
 - (a) "the Corporation" means the Corporation
and its successors as street authority and highway authority for the Highways
 - (b) "the licensee" means the said THE UNITED SYNAGOGUE ERUV COMMITTEE or such person or persons as is or are for the time being entitled by virtue of this Licence to do anything permitted by this Licence to be done
 - (c) "the 1991 Act" means the New Roads and Street Works Act 1991 or any statutory modification replacement or re-enactment thereof
 - (d) "relevant authority" has the meaning ascribed by Section 49(6) of the

1991 Act

- (e) "apparatus owner" means the owner of apparatus affected by works
- (f) "the 1980 Act" means the Highways Act 1980 or any statutory modification replacement or re-enactment thereof
- (g) "the Apparatus" means the apparatus described in the First Schedule hereto as "the Apparatus"
- (h) "Pole" means a vertical pole (including its foundations and fixings) of description type design specification materials size dimensions height external colour and external coating approved in writing by the Corporation and the word "Poles" shall be construed accordingly
- (i) "Wire" means a length of Drennan Special Matt Sub-Surface Green Fly Leader 0.3mm diameter fishing line (or of such other similar 0.3mm diameter monofilament line as the Corporation may approve in writing) attached at its one end to one Pole and at its other end to another Pole and suspended between the two Poles concerned at such height or heights and to a tautness approved by the Corporation and the word "Wires" shall be construed accordingly
- (2) In Clause 3 hereof "works" means works under the permission given by Clause 2(1) hereof and any works in connection with such works

2. (1) The Corporation:

- (i) in exercise of its powers under sections 50(1) and 94 of the 1991 Act and section 178 of the 1980 Act and all other enabling powers and
- (ii) in consideration of the agreements on the part of the licensee and the conditions hereinafter contained or

referred to and on the part of the licensee to be observed
and performed

hereby permits the licensee at any time after the date of this Licence until
the day of 2004 and subject to the conditions provisions and
agreements hereinafter contained or referred to:

- (a) to place and retain the Apparatus in the highway at the locations
described in the First Schedule hereto
- (b) thereafter to inspect maintain adjust repair renew or remove the
Apparatus and
- (c) to execute any works required for or incidental to works under
paragraph (a) or (b) of this clause

(2) This Licence:

- (a) is given without prejudice to the provisions of Part III of the 1991
Act as to the making of requirements by any relevant authority or
apparatus owner or as to the settlement of a plan and section and
the execution of works in accordance with them;
- (b) does not dispense the licensee from obtaining any other consent
licence or permission which may be required; and
- (c) does not authorise the installation of apparatus for the use of
which the licence of the Secretary of State is required unless and
until that licence has been granted

- (3) The licensee hereby acknowledges that the provisions of Schedule 3 to
the 1991 Act apply to this Licence insofar as the Poles are concerned and
that the provisions of the Second Schedule hereto apply to this Licence
insofar as the Wires are concerned

(4) The licensee hereby acknowledges that the provisions of the Third Schedule hereto apply to this Licence

*Deposited 10/12/00
Bank Guarantee*

(5) If the licensee is aggrieved by any of the terms or conditions attached to this Licence in relation to the Wires it may appeal to the Magistrates Court sitting at Hendon within 21 days from the date hereof

3. The licensee shall (and in consideration of the permissions by the Corporation hereinbefore granted the licensee hereby agrees with the Corporation that it the licensee will):

(a) (i) carry out any works at its own expense and by contractors approved by the Corporation in a sound and workmanlike manner to the reasonable satisfaction of the Corporation and in accordance with plans drawings specifications method statements and timetables approved by the Corporation before those works commence and with the benefit of and in accordance and compliance with all necessary planning and other permissions consents and approvals and all conditions and requirements attached thereto

(ii) in particular (but without prejudice to the generality of the foregoing) not install the Apparatus unless (1) the precise design method and detail of its erection and fixing have first been agreed with the Corporation and (2) the licensee has first given in such manner and to the owners and occupiers of such premises adjoining or neighbouring the highway as the Corporation may reasonably stipulate at least 5 working days' prior notice in writing of its proposal to effect on a specified date such installation of the Apparatus or of any part or parts or item or items thereof.

(b) afford the Corporation such facilities as it may reasonably require for

*Form of
notice agreed
with G.M.*

inspecting the Apparatus and any works and for observing compliance with this Licence;

- (c) ensure that while any works are being carried out the highway is kept reasonably free from mud soil and litter arising from such works;
- (d) maintain in good repair and condition the Apparatus and any other apparatus connected with the Apparatus and ensure:

- (i) that the Apparatus is safely and securely fixed installed erected maintained in position removed and/or dismantled at the relevant time or times in accordance with methods acceptable to the Corporation and

- (ii) that the Apparatus or any part or parts thereof do not cause or become a nuisance to the owners or occupiers of any premises in the vicinity or to any member of the public being on or passing along the highway and that if any such nuisance arises the Apparatus or the relevant part or parts thereof is or are removed forthwith from the highway or the nuisance is abated forthwith

- (e) (i) so far as reasonably possible carry out all maintenance repair and other works under this Licence without disturbance to the highway and so that the highway remains open to traffic at all times;
- (ii) make good forthwith any damage arising out of the placing or presence in the highway of the Apparatus or the execution of any works authorised by this Licence

(iii) take all reasonable precautions for preventing

contact between the Apparatus and any building structure or apparatus in close proximity thereto and comply with all

reasonable requirements of the Corporation in that behalf

(f) so far as possible locate and gain access to the Apparatus when necessary without entering on the highway except in exercise of the public right of way along the highway;

- (g) (i) inspect the Apparatus no less frequently than at weekly intervals throughout the term of this Licence;
- (ii) report to the Corporation forthwith the particulars of any defect or lack of repair in or affecting the Apparatus and/or its installation which is apparent or suspected as a result of any such inspection;
- (iii) remedy forthwith any such defect or lack of repair whether the same shall have been observed on the occasion of any such inspection or shall have been reported to the licensee by the Corporation or any other person;
- (iv) comply forthwith with any reasonable requirements stipulated by the Corporation as to the remedying of any such defect or lack of repair; and,
- (v) ensure that each Pole is labelled for identification purposes throughout the term of this Licence and that such labelling complies at all times and in all respects with the Corporation's reasonable requirements in that behalf

(h) remove the Apparatus or any part parts item or items thereof from the highway if the Corporation considers that such removal is necessary (i) for the purpose of the exercise of its functions as highway authority traffic authority or street authority for the highway and/or (ii) in the interests of public safety and serves not less than 21 days' notice upon the licensee

requiring such removal PROVIDED that in case of urgency or emergency the licensee shall effect such removal within such period being shorter than 21 days after service of notice on the licensee as the Corporation shall reasonably stipulate;

- (i) (i) comply with all relevant provisions of Part III of the 1991 Act and of any order regulation scheme arrangement and/or code of practice made issued or approved thereunder and for the time being in force and;

- (ii) comply with all relevant provisions of the Second and Third Schedules hereto;

- (j) effect and keep effected such public liability insurance as is necessary to cover (a) all claims and liabilities against which the licensee or the former licensee is obliged to indemnify the Corporation pursuant to paragraph 8 of Schedule 3 to the 1991 Act ("para. 8") and paragraph 4 of the Second Schedule hereto ("para. 4") and: (b) all claims by and liabilities to third parties in respect of injury damage or loss arising out of any of the matters referred to in para.8 and para.4 and

- (i) such insurance shall be in the sum of £10,000,000 any one claim/policy year or such other sum as the Corporation may from time to time reasonably stipulate;

- (ii) such insurance shall be effected in some insurance office or with underwriters approved by the Corporation;

- (iii) it shall be a term and condition of such insurance that the insurer will not cancel the policy or allow the same to lapse unless the insurer shall have given to the Corporation at least 90

days notice in that behalf;

- (iv) the licensee shall upon request produce to the Corporation satisfactory documentary evidence that such insurance is properly effected and kept effected

4. If in the opinion of the Corporation the licensee is in breach of any provision of this Licence the Corporation may (after giving to the licensee at least 14 days' advance written notice of its intention so to do) undertake such works as reasonably appear to it to be expedient to ensure compliance with that provision and the reasonable costs incurred by the Corporation in undertaking any such works shall be paid to the Corporation by the licensee on demand

PROVIDED THAT if at any time or times (a) the Apparatus or any part or parts or any item or items thereof is or are in the reasonable opinion of the Corporation in such condition and/or position so that the highway or any part thereof is obstructed or rendered dangerous and so that urgent work is required to obviate such obstruction or danger or (b) any other circumstances arise such that the Corporation reasonably considers it necessary as a matter of urgency to carry out work or take other steps then in any such case (regardless of whether or not the licensee is in the opinion of the Corporation in breach of any provision of this licence) the Corporation may without giving any such advance notice as aforesaid itself carry out such work or take such steps and the reasonable costs incurred by the Corporation in undertaking any such works or taking such steps shall be paid to the Corporation by the licensee on demand

5. (1) The licensee may not surrender this Licence except on the expiry of not

less than 6 months notice to the Corporation

- (2) If the licensee shall be wound up or shall enter into liquidation otherwise than for the purpose of a reconstruction or amalgamation or make any arrangement with its creditors or if a receiver shall be appointed in respect of the whole or any part of the licensee's assets then and in any of those cases this Licence shall forthwith cease and determine
 - (3) Any surrender withdrawal or other determination of this Licence shall be without prejudice to any rights of the licensee or the Corporation arising from anything done or omitted to be done before the date of surrender withdrawal or other determination
6.
 - (1) Any notice or other document to be served under this Licence shall be sufficiently served:
 - (a) upon the Corporation if delivered at or posted addressed to the
Chief Executive at The Town Hall The Burroughs Hendon London
NW4 4BG
 - (b) upon the licensee if delivered at or posted addressed to the
secretary of the licensee at the licensee's registered office from
time to time
 - (2) Service by post shall be effected by properly addressing pre-paying and sending the notice or other document by registered post or by the recorded delivery service and shall be deemed to have been effected at the time at which the letter would be delivered in the ordinary course of such post
7. This Licence may not be assigned.
8. The licensee shall pay to the Corporation on execution of this Licence the sum of

£ in respect of the Corporation's expenses incurred in connection with the grant of this Licence insofar as it relates to the Poles and on [] and each anniversary of it a fee equivalent to the aggregate of the Corporation's expenses incurred in administering this Licence during the preceding year

IN WITNESS etc

The First Schedule before referred to

"The Apparatus" means:-

- (1) One Pole at each of the pole locations listed below:-

Pole location No	street name or street description	Pole location in that street marked by a black dot on the annexed plan numbered:

and;

- (2) One Wire at each of the wire locations listed below:-

	wire location	
Wire location No	between a Pole at the pole location referred to in Column A. and a Pole at the pole location referred to in Column B.	
	A.	B.

The Second Schedule before referred to

1. (1) Where the licensee proposes -
 - (a) to cease using or abandon the Apparatus, or
 - (b) to part with its interest in the Apparatus,

it shall give the Corporation at least six weeks' notice before doing so

2. (1) The Corporation may by notice in writing served on the licensee withdraw this Licence -
 - (a) If the licensee fails to comply with any condition of this Licence,
 - (b) If the Corporation become aware that the licensee -
 - (i) has ceased to use or has abandoned the Apparatus, or intends to do so, or
 - (ii) has parted with or intends to part with its interest in the Apparatus, or
 - (c) if the Corporation consider the withdrawal of this Licence is necessary for the purpose of the exercise of their functions as street authority.
- (2) The withdrawal takes effect at the end of such period beginning with the date of service as may be specified in the notice.

The period shall not be less than seven working days in the case of a withdrawal under sub-paragraph (1)(a) or (b), and shall not be less than three months in the case of a withdrawal under sub-paragraph (1)(c).

3. (1) Where this Licence expires or is withdrawn or surrendered, the Corporation may remove the Apparatus or alter it in such manner as they think fit and reinstate the street, and may recover from the former licensee the expenses incurred by them in doing so.
- (2) If they are satisfied that the former licensee can, within such reasonable time as they may specify, remove the Apparatus or alter it in such manner as they may require and reinstate the street, they may authorise it to do so at its own expense.

- (3) Before executing any works under this paragraph the Corporation or the former licensee, as the case may be, shall give not less than seven working days' notice to any person whose apparatus is likely to be affected and shall satisfy their requirements as to the method of executing the works and as to the supervision of the works by them
- (4) In this paragraph and paragraph 4. below "the former licensee" means the person who immediately before the expiry, withdrawal or surrender of this Licence was the licensee
4. (1) The licensee shall indemnify the Corporation against any claim in respect of injury, damage or loss arising out of -
- (a) the placing or presence in the street of the Apparatus, or
 - (b) the execution by any person of any works authorised by this Licence;
- and the former licensee shall indemnify the Corporation against any claim in respect of injury, damage or loss arising out of the execution by the Corporation or the licensee of any works under paragraph 3.
- (2) The liability of the licensee or former licensee under this paragraph arises -
- (a) whether or not the damage or loss is attributable to negligence on their part or on the part of any person for whom they are responsible, and
 - (b) notwithstanding that they are acting in pursuance of a statutory duty
- (3) However, their liability does not extend to damage or loss which is attributable to misconduct or negligence on the part of -
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cl. 8
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- (a) the Corporation or a person for whom the Corporation are responsible, or
- (b) a third party, that is, a person for whom neither the licensee or former licensee nor the Corporation are responsible
- (4) For the purposes of this paragraph the persons for whom a person is responsible are his contractors and any person in his employ or that of his contractors

The Third Schedule above referred to

1. In this Schedule:

"the initial deposit" means the sum referred to in paragraph 2 hereof.

"additional deposit" means any further sum deposited or to be deposited pursuant to paragraph 3 hereof

"the gross deposit" at any one time means the aggregate of the initial deposit and any additional deposit or additional deposits.

"the net deposit" at any one time means the gross deposit minus the aggregate of any sum or sums (a) deducted pursuant to the provisions of paragraph 4 hereof and (b) for the time being not repaid to the Corporation pursuant to the provisions of paragraph 5 hereof.

2. The licensee shall deposit with the Corporation on execution of this Licence the sum of £ *10,000*

3. The licensee shall deposit with the Corporation on each anniversary of the date of this Licence such further sum as the Corporation may determine as being necessary to bring the gross deposit to such level as shall cover (a) the anticipated total cost which the Corporation would incur in removing the Apparatus and carrying out all appropriate street reinstatement works together with (b) a sufficient reserve in respect of any monies which might at any time be due to the Corporation from the licensee but remain for the time being unpaid.
4. The Corporation may at any time or times reimburse itself out of the gross deposit or the net deposit as the case may be.
 - 4.1 in respect of any costs and expenses incurred by it and repayable by or recoverable from the licensee (a) pursuant to the provisions of this Licence and/or (b) under the 1991 Act and/or (c) otherwise and;
 - 4.2 in respect of its costs and expenses incurred in administering the provisions of this Schedule
5. The licensee shall on demand deposit with the Corporation such sum or sums as shall be equivalent to any sum or sums for which the Corporation shall have reimbursed itself pursuant to the provisions of paragraph 4 hereof.
6. If the licensee shall fail to comply with any provision of this Schedule the Corporation may by notice in writing served on the licensee withdraw this

Licence and such withdrawal shall take effect at the end of the period of 3
working days beginning with the date of service of such notice.

NEW ROADS AND STREETWORKS ACT 1991
SECTION 50

THIS LICENCE is given this day of 199 **BY**
THE SECRETARY OF STATE FOR THE ENVIRONMENT, TRANSPORT AND THE
REGIONS TO *****
whose registered office is at *****

WHEREAS:

(A) The Secretary of State for the Environment, Transport and the Regions is the street authority for the length of the A*** ("the highways") in the London Borough of Barnet shown on the drawings numbered ***** annexed to this Licence ("the plans")

NOW THEREFORE

1. (1) In this Licence:
 - (a) "the Secretary of State" means the Secretary of State for the Environment, Transport and the Regions and his successors as street authority for the highways; and
 - (b) "the licensee" means ***** or such person or persons as are for the time being entitled by virtue of this Licence to do anything permitted by this licence to be done.
 - (2) In clause 3 below, "works" means works under the permission given by clause 2 below and any works in connection with such works.
2. The Secretary of State in exercise of his powers under section 50(1) of the New Roads and Street Works Act 1991 and all other enabling powers hereby permits the licensee at any time after the date of this Licence and subject the conditions in clauses 3 to 7 below:
 - (a) to place and retain within the highway poles ("the apparatus") at the location shown marked on the plan,
 - (b) thereafter to inspect, maintain, adjust, repair, alter, renew, remove, or change the position of the apparatus, and
 - (c) to execute works required for or incidental to works under paragraph (a) or (b) of this clause.

3. The licensee shall:

- (a) carry out any works in a sound and workmanlike manner, to the satisfaction of the Secretary of State and in accordance with plans, drawings, specifications and a timetable approved by the Secretary of State before those works commence;
- (b) to afford the Secretary of State such facilities as he may require, in particular entry upon the site, for inspecting the apparatus and any works, and for observing compliance with this Licence;
- (c) ensure that, while any works are being carried out, the highway is kept free from mud, soil and litter;
- (d) maintain in good repair and condition the apparatus and any other apparatus connected with the apparatus;
- (e) carry out all maintenance, repair and other works under this licence without disturbance to the highway and so that the highway remains open to traffic at all times;
- (f) so far as possible locate and gain access to the apparatus when necessary without entering the highway;
- (g) remove the apparatus from in the highway if the Secretary of State considers that such removal is necessary for the purpose of the exercise of his functions as highway authority for the highway, and serves not less than 6 months notice upon the licensee requiring such removal;
- (h) if the Secretary of State undertakes any work of construction, improvement or repair to or in connection with the highway, pay to the Secretary of State such proportions of the cost of that construction, improvement or repair and the anticipated cost of future maintenance thereof over the ensuing period of fifty years as the Secretary of State may certify to be attributable to the presence in the highway of the apparatus;
- (i) after the apparatus has been placed in the highway the licensee shall not carry out any work to the apparatus within the boundary of the highway unless the Director, London Network Customer Services has given prior approval in writing and such work shall be carried out to his satisfaction;
- (j) where works are authorised in accordance with the preceding condition the licensee shall, give to the Director and the local police, adequate notice of the date and time of the works and the licensee shall comply with any requirements laid down by the foregoing authorities for the purpose of preventing danger or minimising interference to traffic on the highway.

4. If in the opinion of the Secretary of State the licensee is in breach of any provision of this Licence, the Secretary of State may undertake such works as appear to him to be

expedient to ensure compliance with that provision, and the cost incurred by the Secretary of State in undertaking any such works shall be paid to the Secretary of State by the licensee on demand.

5. The licensee may not surrender this Licence except on the expiry of not less than six months' notice to the Secretary of State, and any such surrender shall be without prejudice to any rights of the licensee or Secretary of State arising from anything done or omitted to be done before the date of surrender.

6. Any notice or other document to be served under this Licence shall be sufficiently served -

(a) upon the Secretary of State if delivered at or posted addressed to the Director of London Network Customer Services, The Highways Agency, St Christopher House, Southwark Street, London SE1 OTE quoting reference LRO35/N5090/8/6.

(b) upon the licensee if delivered at or posted addressed to

service by post shall be effected by properly addressing, prepaying and sending the notice or other document by registered post or by the recorded delivery service and shall be deemed to have been effected at such time at which the letter would be delivered in the ordinary course of such post.

7. The rights conferred on the licensee by this Licence may be assigned by the licensee, but only with the consent of the Secretary of State and subject to the obligations placed on the licensee by this Licence.

8. The licensee shall pay to the Secretary of State on execution of this Licence the sum of £ in respect of the Secretary of State's expenses in connection with the grant of this Licence, and on that date and each anniversary of it a fee of £ for administering this Licence during the following year.

SIGNED on behalf of THE SECRETARY OF)
STATE FOR THE ENVIRONMENT,)
TRANSPORT AND THE REGIONS by)
)
authorised by the Secretary of State)
in the presence of:)
)
)

SIGNED on behalf of*****)
by)
in the presence of)
)
)
)

THE SECRETARY OF STATE
FOR THE ENVIRONMENT,
TRANSPORT AND THE REGIONS

and

LICENCE
under section 50(1) of the
New Roads and Streetworks Act 1991

THE HIGHWAYS AGENCY
London Network Customer Services
St Christopher House
Southwark Street
LONDON SE1 0TE
Ref: LRO35/N5090/8/6

NEW ROADS AND STREETWORKS ACT 1991
SECTION 50

SECRETARY OF STATE FOR THE ENVIRONMENT, TRANSPORT AND
THE REGIONS TO THE UNITED SYNAGOGUE ERUV COMMITTEE ~~LTD~~

whose registered office is at**** 9 WEST HEATH ROAD
London NW3 7UX

WHEREAS:

(THIS LICENCE is given this day of
1999 BY THE A) The Secretary of State for the Environment, Transport and
the Regions is the street authority for the length of the A*** ("the
highways") in the London Borough of Barnet shown on the drawings
numbered *****
annexed to this Licence ("the plans")

(B) The United Synagogue Eruv Committee ~~Ltd~~ wishes to place at several
locations on and over the highways various poles and wires in order to
define certain sections of the perimeter of an eruv

NOW THEREFORE

1. (1) In this Licence:

(a) "the Secretary of State" means the Secretary of State for the
Environment, Transport and the Regions and his successors as
street authority for the highways; and

(b) "the Licensee" means the United Synagogue Eruv Committee Ltd
or such person or persons as are for the time being entitled by
virtue of this Licence to do anything permitted by this Licence to
be done.

(c) "Pole" means a vertical pole (including its foundations and

fixings) of description type design specification materials size dimensions height external colour and external coating approved by the Secretary of State and the word "Poles" shall be construed accordingly

(d) "Wire" means a length of Drennan Special Matt Sub-surface Green Fly Leader 0.3mm diameter fishing line (or of such other similar 0.3mm diameter monofilament line as the Secretary of State may approve) attached at its one end to one Pole and its other end to another Pole and suspended between the two Poles concerned at such height or heights and to a tension approved by the Secretary of State and the word "Wires" shall be construed accordingly

(e) "the Apparatus" means the apparatus described in the First Schedule

(2) In clause 3 below, "works" means works under the permission given by clause 2 below and any works in connection with such works.

2. The Secretary of State in exercise of his powers under section 50(1) of the New Roads and Street Works Act 1991 **and section 178 of the Highways Act 1980** and all other enabling powers hereby permits the Licensee at any time after the date of this Licence and subject to the conditions in clauses 3 to 8 below-

- (a) to place and retain within the highway Poles **and Wires** at the locations shown marked on the plan,
- (b) thereafter to inspect, maintain, adjust, repair, renew, or remove, the position of the apparatus, and

- (c) to execute works required for or incidental to works under paragraph (a) or (b) of this clause.

3. The Licensee shall:

- (a)
 - (i) carry out any works **at its own expense and by contractors approved by the Secretary of State** in a sound and workmanlike manner, to the satisfaction of the Secretary of State and in accordance with plans, drawings, specifications and a timetable approved by the Secretary of State before those works commence **and with the benefit of and in accordance and compliance with all necessary planning and other permissions consents and approvals and all conditions and requirements attached thereto**
 - (ii) carry out any works in accordance with the **Construction(Design And Management) Regulations 1994**
 - (iii) in particular (but without prejudice to the foregoing) not install the apparatus unless the precise design method and detail of the erection and fixing have first been agreed with the Secretary of State
- (b) afford the Secretary of State such facilities as he may require, in particular entry upon the site, for inspecting the apparatus and any works, and for observing compliance with this Licence;
- (b) ensure that, while any works are being carried out, the highway is kept free from mud, soil and litter **arising from such works**;
- (d) maintain in good repair and condition the apparatus and any other apparatus connected with the apparatus **and ensure :**
 - (i) **that the apparatus is safely and securely fixed installed erected maintained in position removed and/or dismantled at**

the relevant time or times in accordance with methods acceptable to the Secretary of State

- (e)
 - (i) carry out all maintenance, repair and other works under this licence without disturbance to the highway and so that the highway remains open to traffic at all times;
 - (ii) make good forthwith any damage arising out of the placing or presence in the highway of the apparatus or the execution of any works authorised by this Licence
 - (iii) take all reasonable precautions for preventing contact between the apparatus and any building structure or apparatus in close proximity thereto and comply with all reasonable requirements of the Secretary of State in that behalf
- (f) so far as possible locate and gain access to the apparatus when necessary without entering the highway **except in exercise of the public right of way along the highway**
- (g)
 - (i) inspect the apparatus no less frequently than at weekly intervals throughout the term of this Licence
 - (ii) report to the Secretary of State immediately the particulars of any defect or lack of repair in or affecting the apparatus and/or its installation which is apparent or suspected as a result of any such inspection
 - (iii) remedy immediately any such defect or lack of repair whether the same shall have been observed on the occasion of any such inspection or shall have been reported to the Licensee by the Secretary of State or any other person
 - (iv) comply immediately with any reasonable requirements stipulated by the Secretary of State as to the remedying of any such defects or lack of repair; and

(v) ensure that each Pole is labelled for identification purposes throughout the term of this Licence and that such labelling complies at all times and in all respects with the Secretary of State's requirements

(h) remove the apparatus or any part parts item or items from the highway if the Secretary of State considers that such removal is necessary for the purpose of the exercise of his functions as highway authority for the highway, and serves not less than 21 days notice upon the Licensee' requiring such removal PROVIDED that in the case of urgency or emergency the Licensee shall effect such removal within such period being shorter than 21 days after service of notice on the Licensee as the Secretary of State shall stipulate ;

(i) effect and keep effected such public liability insurance as is necessary all claims and liabilities against which the Licensee is obliged to indemnify the Secretary of State pursuant to paragraph 8 of schedule 3 to New Roads and Streetworks Act 1991 and paragraph 4 of the Second Schedule hereto and:

(i) such insurance shall be in the sum of £10,000,000 or such other sum as the Secretary of State may from time to time stipulate with a single accident limit of £2,000,000

(ii) such insurance shall be effected in some insurance office or with underwriters approved by the Secretary of State

(iii) it shall be a term and condition of such insurance that the insurer will not cancel the policy or allow the same to lapse unless the insurer shall have given to the Secretary of State at least 30 days notice

(iv) the Licensee shall upon request produce to the Secretary

of State satisfactory documentary evidence that such insurance is properly effected and kept effected

- (j) if the Secretary of State undertakes any work of construction, improvement or repair to or in connection with the highway, pay to the Secretary of State such proportions of the cost of that construction, improvement or repair and the anticipated cost of future maintenance thereof over the ensuing period of fifty years as the Secretary of State may certify to be attributable to the presence in the highway of the apparatus;
 - (k) after the apparatus has been placed in the highway the Licensee shall not carry out any work to the apparatus within the boundary of the highway unless the Director, London Network Customer Services has given prior approval in writing and such work shall be carried out to his satisfaction;
 - (l) where works are authorised in accordance with the preceding condition the Licensee shall, give to the Director and the local police, adequate notice of the date and time of the works and the Licensee shall comply with any requirements laid down by the foregoing authorities for the purpose of preventing danger or minimising interference to traffic on the highway.
- 4.(1) If in the opinion of the Secretary of State the Licensee is in breach of any provision of this Licence, the Secretary of State may undertake such works as appear to him to be expedient to ensure compliance with that provision, and the cost incurred by the Secretary of State in undertaking any such works shall be paid to the Secretary of State by the Licensee on demand.
- (2) **If at any time or times the apparatus or any part or parts or any item or items thereof is or are in the opinion of the Secretary of State in such condition and/or position so that**

the highway or any part thereof is obstructed or rendered dangerous and so that urgent work is required to obviate such obstruction or danger then in any case the Secretary of State may himself carry out such work and the reasonable costs incurred by the Secretary of State in undertaking any such works shall be paid to the Secretary of State by the Licensee on demand.

- 5.(1) The Licensee may not surrender this Licence except on the expiry of not less than six months' notice to the Secretary of State, and any such surrender shall be without prejudice to any rights of the Licensee or Secretary of State arising from anything done or omitted to be done before the date of surrender.
- (2) **If the Licensee shall be wound up or shall enter into liquidation otherwise than for the purpose of a reconstruction or amalgamation or make any arrangement with its creditors or if a receiver shall be appointed in respect of the whole or any part of the Licensee's assets then and in any of those cases the Licence shall immediately cease and determine**
- (3) Any surrender withdrawal or other determination of this Licence shall be without prejudice to any rights of the Licensee or the Secretary of State arising from anything done or omitted to be done before the date of surrender withdrawal or other determination

6. Any notice or other document to be served under this Licence shall be sufficiently served -

- (a) upon the Secretary of State if delivered at or posted addressed to the Director of London Network Customer Services, The Highways Agency, St Christopher House, Southwark Street, London SE1 OTE quoting reference HA36/1/192.

(b) upon the Licensee if delivered at or posted addressed to

service by post shall be effected by properly addressing, prepaying and sending the notice or other document by registered post or by the recorded delivery service and shall be deemed to have been effected at such time at which the letter would be delivered in the ordinary course of such post.

7. The rights conferred on the Licensee by this Licence may be assigned by the Licensee, but only with the consent of the Secretary of State and subject to the obligations placed on the Licensee by this Licence.
8. The Licensee shall pay to the Secretary of State on execution of this Licence the sum of £ in respect of the Secretary of State's expenses in connection with the grant of this Licence, and on that date and each anniversary of it a fee of £ for administering this Licence during the following year.

SIGNED on behalf of THE SECRETARY OF)
STATE FOR THE ENVIRONMENT,
TRANSPORT AND THE REGIONS by)

)
authorised by the Secretary of State)
in the presence of:)
)
)

SIGNED on behalf of The United Synagogue Eruv Committee Ltd)
by
in the presence of)
)
)
)

THE FIRST SCHEDULE

Chapter 1 The apparatus means

- (1) One pole at each of the locations listed as location Nos 1 to **** inclusive below:-

Location no	Street Name	Pole location in that street marked by***** on the annexed plan numbered :

And

- (2) One wire at each of the locations listed at location refs A to **** inclusive below:-

Location Reference	Street Name	Wire location in that street marked by **** on the annexed plan numbered:

THE SECOND SCHEDULE

1. (1) Where the Licensee proposes –
 - (a) to cease using or abandon the apparatus, or
 - (b) to part with its interest in the apparatus,
 it shall give the Secretary of State at least six weeks notice before doing so.

2. (1) The Secretary of State may by notice in writing served on the Licensee withdraw this licence
 - (a) if the Licensee fails to comply with any condition of this Licence,
 - (b) if the Secretary of State becomes aware that the Licensee –
 - (i) has ceased to use or has abandoned the apparatus, or intends to do so, or
 - (ii) has parted with or intends to part with its interest in the

apparatus, or

- (c) if the Secretary of State considers the withdrawal of this Licence is necessary for the purpose of the exercise of his functions as street authority
- (2) The withdrawal takes effect at the end of such period beginning with the date of service as may be specified in the notice.

The period shall not be less than seven working days in the case of a withdrawal under sub paragraph (1) (a) or (b) and shall not be less than three months in the case of a withdrawal under sub paragraph (1) (c).

- 3.
 - (1) Where this Licence expires or is withdrawn or surrendered, the Secretary of State may remove the apparatus or alter it in such manner as he thinks fit and reinstate the street, and may recover from the former Licensee the expenses incurred by him in doing so.
 - (2) If he is satisfied that the former Licensee can, within such reasonable time as he may specify, remove the apparatus or alter it in such manner as he may require and reinstate the street, he may authorise it to do so at its own expense.
 - (3) Before executing any works under this paragraph the Secretary of State or the former Licensee, as the case may be, shall give not less than seven working days' notice to any person whose apparatus is likely to be affected and shall satisfy their requirements as to the method of executing the works and as to the supervision of the works by them.
 - (4) In this paragraph and paragraph 4. below "the former Licensee" means the person who immediately before the expiry, withdrawal or surrender of this Licence was the Licensee
- 4.
 - (1) The Licensee shall indemnify the Secretary of State against any claim in respect of injury, damage or loss arising

out of -

- (a) the placing or presence in the street of the apparatus, or
- (b) the execution by any person of any works authorised by this Licence;

and the former Licensee shall indemnify the Secretary of State against any claim in respect of injury, damage or loss arising out of the execution by the Secretary of State or the Licensee of any works under paragraph 3.

- (2) The liability of the Licensee or former Licensee under this paragraph arises

- (a) whether or not the damage or loss is attributable to negligence on their part or on the part of any person for whom they are responsible, and

- (b) notwithstanding that they are acting in pursuance of a statutory duty

- (3) However, their liability does not extend to damage or loss which is attributable to misconduct or negligence on the part of -

- (a) the Secretary of State or a person for whom the Secretary of State is responsible, or

- (b) a third party, that is, a person for whom neither the Licensee or former Licensee, nor the Secretary of State is responsible

- (4) For the purposes of this paragraph the persons for whom a person is responsible are his contractors and any person in his employ or that of his contractors.

THE SECRETARY OF STATE
FOR THE ENVIRONMENT,
TRANSPORT AND THE REGIONS

and

THE UNITED SYNAGOGUE ERUV
COMMITTEE LTD

LICENCE

under section 50(1) of the
New Roads and Streetworks Act 1991

THE HIGHWAYS AGENCY
London Network Customer Services
St Christopher House
Southwark Street
LONDON SE1 0TE

United Synagogue Eruv Committee
Notes of meeting held 11 January 2001
At 34 Fairholme Gardens N3 3EB

Present: Edward Black
R Jeremy Conway
David Frei
Graham Morris
Alan Perrin
Lionel Shebson
Peter Sheldon

1 Update

EB and LS provided those present with an update.

- a) Barnet Highways. Brian Levy (BL) of Fladgate Fielder was making good progress with the Barnet Legal Department. The license should be finalised very shortly. Updated plans had just been received by Graham Murdock and passed to AP who had immediately returned them with comments. These would be returned to Barnet, finalised and then utilised for the license. They would also be sent on to Shelagh Best (SB) of London Highways for her use
- b) Contact had at last been established with SB. She required details of the insurance policy. It is necessary to keep pressure on SB and to make it clear that hers is the last remaining (regulatory) issue to be resolved. Strict timetable to be emphasised. (**Action EB**).

2 Action to be taken

Action

- a) GM to liaise with BL to ensure that insurance details are sent to SB with copy of updated Barnet license
- b) DF and JC to liaise as a matter of urgency with Dayan Ehrentau re: organisation of final inspection of entire Eruv perimeter (with specific reference to "Problem areas"); stressing a need for target date of end February (well before Pesach commitments; to deal at the same time with question of Shomrim (pay etc) and involvement in final inspection. Also to raise question of halachic requirements re: final arrangements for "kinyan" – any other person's involvement required?

GM

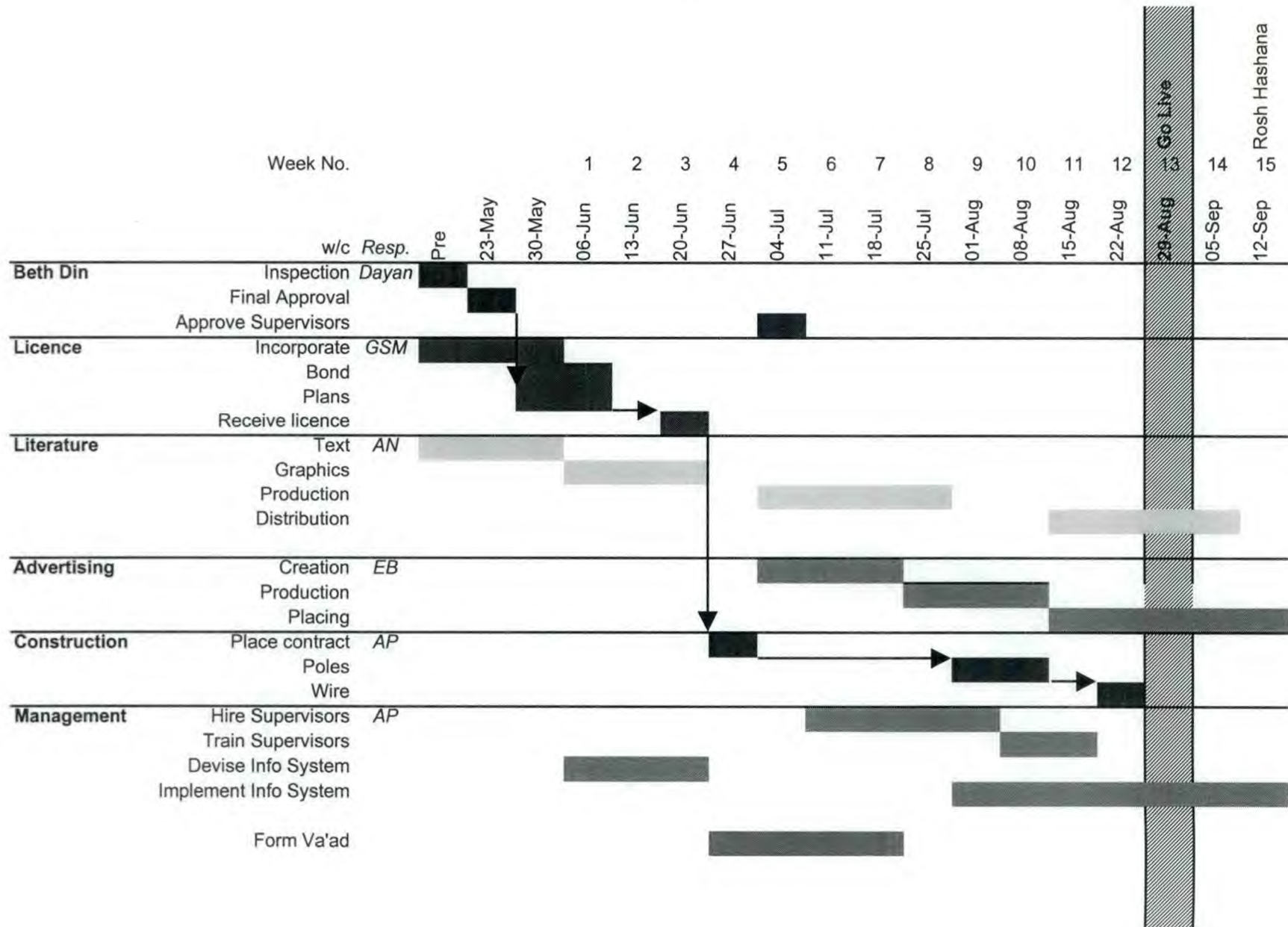
DF/JC

- c) EB to maintain pressure on SB **EB**
- d) EB to liase with Malcolm Brummer re Tesco arch **EB**
- e) JC to concentrate on Highgate Golf Course inspection with Stuart Glynn as soon as possible and to report back on position. **JC**
- f) DF to research ownership/tenancy position re Fernside Court. EB to obtain office copy of land registry entries JC to speak to Mr Kohn re issue. All avenues to be explored to resolve difficulties, including possibilities of poles in lieu of fencing. Report back asap (Subsequent to meeting PS visited site. There is still no proper fencing although bramble has grown quite high. There is a sign on building suggesting that London City and Westcliff properties were or are the freeholders/ Managing Agents. Does this give any clue?) **DF/EB/JC**
- g) PS to look into possibility of US supported Bond in lieu of cash deposit for Barnet Highways. **PS**
- h) LS to invite Laurence Begner to join committee **LS**
- i) GM to liase with David Schreiber to look into any plans previously drawn up re educational material, Eruv warning system and regular inspection requirements (possible involvement of Rabbi Kimchie) **GM**

3 Next meeting to be held at 14 Chessington Avenue N3
Tuesday 13 February 2001 at 8.30pm.

Interim updates to be circulated as appropriate in meantime

NW London Eruv Implementation





Rabbi's Handbook for the North West London Eruv

United Synagogue Eruv Committee (USEC)

(contact info)

Introduction

The purpose of building an *eruv* is to extend the religious experience and enjoyment of the Shabbat to more people in the local observant Jewish community, specifically including the frail, the disabled as well as young families, single parents and children.

This is achieved by application of the time-honoured Jewish law to define a notional domain, with suitable 'gateways' where no natural boundary exists, within which restrictions on carrying do not apply.

It is important to stress that carrying permitted items or pushing a wheelchair or stroller within an eruv is not only allowed but we are encouraged to provide an eruv for that purpose as a priority community amenity. For that reason, although until now there have not been major eruvim in the UK, they have been provided in more than 100 cities in North America, Europe, Australia, South Africa and many more in every town and village in Israel.

[We are, and must remain, sensitive to the anxiety that preceded the construction of the NW London eruv. A number of misconceptions arose that are as well for us, within the community, to have clear in our own minds; an eruv does not define a ghetto. It liberates presently disadvantaged people but does not limit anyone – observant, non-observant or non-Jewish. An eruv is not a 'work-around' of the law but part of the basic provisions of the Shabbat code.]

The NW London Eruv will thus enable thousands of observant Jews, particularly families with young children and with elderly or disabled members, to celebrate and enjoy Shabbat to the full. The eruv will greatly enhance religious and spiritual life, by enabling these families to attend synagogue and participate fully in community and family life on Shabbat.

Disclaimer

This booklet is only intended to be informative. Guidance from each person's Rabbi should be sought to clarify any uncertainty regarding the boundaries of the eruv or the Halachot pertaining to eruvim.

Furthermore, it is only because of the eruv that we are allowed to carry outside of private homes on Shabbat. Consequently, everyone, including children, should be aware of the proper Halachic behaviour when the eruv is not in operation and in areas where there is no eruv.

Definition of Eruv

Shabbat is a day set apart from the working week; family time and spiritual pursuits are emphasised and certain activities associated with the working week are prohibited. In particular, Halacha prohibits carrying objects of any sort in the public domain, or from one private domain to another, unless the area is encompassed by an eruv.

The Hebrew word 'eruv' means a 'mixture' or 'joining together'; the Halachic principle underlying eruv is the definition of a circumscribed area that joins a number of private and public properties. The eruv is the system required by Halacha for demarcating residential areas symbolically for the express purpose of allowing one to carry within the circumscribed area.

Halachic Background

To fully appreciate the significance and importance of the eruv, one must understand the difficulty for which an eruv is the solution.

An important foundation of the Shabbat day is the concept of 'resting', which includes abstaining from various types of (weekday) 'work'. One of the 39 categories of activity that are forbidden on Shabbat is *hotza'ah* – carrying any item in the street, or from one house to another. Tractate Shabbat of the Talmud begins with this topic and dedicates more discussion to issues related to this one complex Halacha than to any other. The Tosfot and other talmudic commentaries say that it holds a special status: it is a 'melacha geruah', generally understood to mean that it is the most intangible and hard to define 'forbidden' work, as no obvious creative act takes place when simply carrying. This perhaps explains why so many otherwise Shabbat-observant people erroneously treat this Shabbat violation lightly.

Furthermore, the issues related to this one forbidden activity are so detailed and varied, that complete knowledge of what to do in all situations is beyond the grasp of much of the wider community. This is exacerbated by the fact that different Halachot apply to different types of objects, as well as to different enclosed and semi-enclosed spaces. The number of objects needed in various circumstances by all individuals – especially the elderly, the disabled and infants – is great; each of these poses a particular problem with regard to carrying on Shabbat.

Without an eruv, one must face a host of dilemmas of which the following are only a sample:

- What are the permitted ways to carry house keys and to use them?
- What carrying is allowed in the halls and stairs of an apartment building?
- What sort of front wall permits carrying in one's front garden?
- What should one do when an infant refuses to walk or needs to go out?
- What does one do with reading glasses, pills, walking sticks, sunglasses, handkerchiefs, gloves, jewelry, etc.?
- How does one help the elderly and disabled in wheelchairs?
- Can one carry in an enclosed park, hospital or hotel?

Fortunately, the building of an eruv obviates these and many other problems, as all these activities are now permitted without question.

To consider an area a private domain – thereby making carrying within that area permissible – the area must be demarcated from its surroundings, either by a wall or by virtue of its topography. Though a solid wall certainly qualifies for demarcating an eruv, it is sufficient for the 'wall' to be symbolic, so long as it is comprised of the essential components of a wall: door posts and lintels. Furthermore, door posts can symbolically be represented by poles, while lintels can be represented by wires strung between the poles. A complete eruv can be comprised of various contiguous sub-sections, whether pre-existing or purpose-built: walls, fences, poles and wires, bodies of water, etc.

All the areas to be encompassed in an eruv must be 'residential' areas, or at least suitable to be used as residential areas. Specifically, two categories that do not meet these criteria are (most) bodies of water and cemeteries; these areas must be 'closed off' from the eruv domain.

Halachic References

An entire Tractate of the Talmud is dedicated to the details of the conditions and construction of eruvim. The innovation of these laws is attributed to Shlomo HaMelech; Talmud Bavli Eruvin (21b) citing Proverbs (23,15): "When King Solomon (approximately 2,500 years ago) ordained the laws of the eruv ... a heavenly voice proclaimed: 'My son, the wisdom of your heart brings joy to My heart.'"

The Halachot of eruvim are codified in the Shulchan Aruch; In Orach Chayim 366.13: "It is a mitzva to pursue the establishment of an eruv ('eruvei chatzeirot'), ... and to make a Bracha on its completion," and in Orach Chayim 395.1: "It is a mitzva to pursue the establishment of an eruv ('shitufei mevo'ot') and make the Bracha: ... asher kideshanu be'mitzvotav vetzivanu ul mitzvat eruv."

The Chatam Sofer (Responsa 99) refers with pride to the urban eruv he personally built in Pressburg in the early 19th century. He points out that the Bracha pronounced on the completion of the eruv refers to the permission to build an eruv according to rabbinic law. He stresses that, wherever possible, the building of an eruv is a duty incumbent on every communal rabbi, to reduce the chances of transgression of Shabbat and to allow families to increase their 'Oneg Shabbat' –enjoyment of the Shabbat day. Similarly, the Ritva on Talmud Bavli Eruvin 68a states: "A rabbi should not reside in a street or a courtyard that has no eruv."

Clearly, the eruv is not a means to circumvent the laws of Shabbat; rather, it is the halachically preferred way to be Shomer Shabbat, and to enhance the quality of the day of Shabbat.

Construction of the Eruv

For the North West London Eruv, a group of Rabbis and lay leaders, led by Dayan Chanoch Ehrentreu, Head of the London Beth Din, first decided on the most practical and effective area to be included in the eruv. A balance had to be struck between including as

much of the Jewish community as possible whilst minimising the amount of construction that would be required.

In constructing an eruv's perimeter, the halacha recognises any type of 'mechitzah' (fence or partition) of certain dimensions, as long as the end-product is a continuous unbroken line demarcating the area within the eruv. Hence, one can make use of all existing solid fencing – such as buildings, park fences, railway line fences, motorway fences, etc. – and then close off the gaps between them by erecting poles (posts) and wires (lintels).

For the North West London Eruv, some 90 poles were erected at strategic locations along a perimeter of approximately 11 miles. Although the wire strung between the erected poles covers less than half a mile of the eruv, the poles are positioned in such a way that there is uninterrupted demarcation around the entire eruv area.

Location of Eruv

The map shows the areas encompassed by the North West London Eruv. As a rough guide, all of NW4 and NW11 are included, as well as parts of N3. The boundary points are Mill Hill Roundabout with Holders Hill Road in the North, the M1 in the East, Bishops Avenue in the West, and Golders Hill Park in the South. In cases of doubt, one should consult the United Synagogue Eruv Committee or an individual knowledgeable about the eruv boundaries.

Inspection and Maintenance of the Eruv

An essential part of any eruv is a regular inspection program to ensure its integrity. For example, the poles and wires can be affected by weather conditions or dilapidation, and changes to the pre-existing portions of the eruv may necessitate further action. Hence, reliable and trained people are employed on a part-time basis to inspect the the eruv weekly. If any damage is found, a maintenance company is under contract to make any necessary immediate repairs.

If the eruv is damaged beyond immediate repair, the community will be informed not to carry on Shabbat.

Information on the Eruv Status

Telephone	Up-to-date status of the eruv will be available every Friday beginning at 12:00 on (020) xxxx-ERUV .
?	Strategically-placed indicator lights will be set to red. (list of locations)
Within each shul	A liaison in each participating community will make an appropriate announcement on Friday night in Shul.
Internet	Check on NWEruv.XX

Although it is rare to find damage to well-built eruvim, one cannot assume that the eruv is functional without calling the status line each Friday or checking that one of the indicator

lights has been set to green. [Avi's note: I assume the indicator lights will be off during the week, and set to green or red after the weekly inspection.]

[In the event of a major storm beginning any time after preparation of the weekly status message – generally around ? :00 on Friday – the eruv should be presumed to be non-operational, so as to avoid the chance of inappropriate reliance on a damaged eruv.]

What the Eruv Does and Does Not Permit

The entire Jewish community benefits with the introduction of an eruv. Shabbat social life is enhanced and more people are able to come to Shul for Tefillah and to learn Torah. However, to preserve the letter and the spirit of the Halacha, it is vital to ensure that the eruv will indeed enhance the Shabbat and not in any way lead to a loss of the sanctity of Shabbat.

In general, objects may be carried only if they are permitted for use on Shabbat, are intended for use on Shabbat, and are carried entirely within the eruv. For example, one may carry a book or tallit to Synagogue for use, as they are both permitted and intended for use on Shabbat. However, one cannot carry them home on Shabbat unless further use is intended before Shabbat is over.

[To use the eruv, one must ascertain, every Friday, that the eruv is indeed functional. One may not assume that the eruv is functional if there have been no storms during the previous week, as other factors can invalidate an eruv, such as construction. Only specific authoritative confirmation on Friday validates the eruv for use each week.

Consequently, to ensure that no joyous event be marred by disappointment or inadvertent transgression of Hilchot Shabbat, no Kiddush, Bar or Bat Mitzvah, Aufruf or other Shabbat affair should be planned with the assumption that the eruv will be operational, as a last-minute storm or construction could render the eruv invalid. As events must often be scheduled far in advance, all celebrations should be planned as if there were no eruv. For example, food should be brought to the location of a Simcha before Shabbat, a copy of a speech should be brought to Shul before Shabbat, etc.] [DAS: check with Dayan E]

The lists below are intended as examples only; one must consult competent rabbis for advice and guidance on specific questions.

Items That May be Carried in an Eruv For Use on Shabbat

Tallit, Chumash, Siddur, or other books

House keys

Handkerchiefs, gloves, pocket watches

Medication

Food

Jackets and other clothing that may be removed on warm days

Trash from your house (if it disturbs Oneg Shabbat)

Eyeglasses

Activities That May Be Performed in an Eruv

Pushing a baby stroller or wheelchair (questions regarding assembly of strollers and stroller covers should be discussed with your rabbi)

Wearing jewelry without concern for Shabbat restrictions

Walking a dog on a leash

Riding a tricycle (young children only)

Shoveling snow or ice and spreading salt on steps or sidewalks covered by snow or ice, if there is a danger of slipping

Items That May Not be Carried, Even in an Eruv

Items that are 'mukzeh', such as writing implements, money, telephones, umbrellas, animals, gardening tools, stones, athletic equipment, cigarette lighters, etc.

Items that are not for use on Shabbat (e.g., to prepare for after Shabbat)

Bicycles, roller blades, roller skates, and all other transport

Activities That May Not Be Performed, Even in an Eruv

Typical weekday activities that are not in the spirit of Shabbat, such as playing ball or other sports, riding a bike, swimming, etc.

Entering business establishments, shops or places of entertainment

Gardening

Putting trash out for pickup

Picking flowers, plants or fruits

Bringing gifts to hosts

Mailing letters

Contact Points for More Information

Your Local Orthodox Rabbi

United Synagogue Eruv Committee

Family & Kids' Handbooks

Committee Office

Telephone Status Line

Web Site

Web Sites for Other Eruvim

Seforim on Eruvim

Solicitation for Contributions / Sponsorships

Many people assume that, once an eruv is complete, the work and expenses are complete as well. In reality, an eruv requires regular, frequent attention. In addition to employing people to inspect the eruv every week, on-going expected expenses include: repair costs (labor and equipment); liability insurance; telephone status line; improvements to minimise breakdowns; on-line computer presence; and education.

To support the North West London Eruv, please contact the United Synagogue Eruv Committee at:

Sponsors / Hashgacha

The United Synagogue Eruv Committee consists of the rabbis and lay representatives of the four United Synagogues within the eruv and a number of independent orthodox synagogues within the area. The supervisory authority with respect to matters of Jewish law is the London Beth Din, Court of the Chief Rabbi, headed by Dayan Chanoch Ehrentreu.

Acknowledgements

Contributors to this document: R. Alan Kimche, resources from the net, Avi Naiman.

Not to be Included

Explanations for Why it Took So Long to Build (Written by R. Kimche)

The reason why it has taken over 10 years to make this project real, is that this process is complex and detailed. It includes deciding on the exact perimeter, and the location, to the inch, of every pole, and making sure that it is viable halachically. Once detailed plans are drawn they have to be submitted to the scrutiny of the planners at local government and all public utilities. Along the way we have met various forms of resistance, mostly based on a mistaken view of what it is we want to build. This is understandable, given that we have never had an urban eruv before in the UK.

Explanations for Why Some Rabbis Object to the Eruv (Written by R. Kimche)

Why do some orthodox rabbis object to the eruv? Those familiar with the halachic process will be aware that there is often rabbinic dispute over certain halachic questions. However strict and demanding the standards of one 'hechsher' is, there will be some individuals who consider it to be a leniency which they do not wish to rely on. It is a mistake to be upset by this state of affairs as it has been a hallmark of halachic practice throughout the ages. However it is equally a mistake to question the standards of halachic expertise and rigour which has been invested into the NWLE, and which meets the highest standards of all existing eruvim in the world today. Someone who wishes to be 'machmir' not to use the NWLE has indeed a tradition to rely on in his strictness, however he will therefore hardly be able consistently to use any other urban eruv in Israel or the rest of the world.

Eruv Hatzeirot

Multiple dwellings (e.g. two or three family houses, apartment houses, etc.) should have an additional Eruv Hatzeirot (merging of courtyards), made without a Bracha, in order to permit carrying from apartment to apartment if the community Eruv fails. An Eruv Hatzeirot is appropriate in a courtyard, hall or staircase that is shared by the residents of a two or three family house, condominium, or apartment house because it is forbidden to carry from the private dwellings into the shared area on Shabbat or Yom Kippur. The Eruv Hatzeirot is a procedure whereby all the dwellings opening into the shared area are considered as owned by a single consortium. This is achieved by each of the residents placing Matzah in one of the dwelling units, symbolizing that all participants are legal residents of that unit. Guidance and assistance in establishing this type of Eruv is available from each person's Rabbi.

Eruv Terminology (Written by R. Kimche)

It is worth pointing out that we are dealing with an erroneous use of terminology. The term 'eruv' in the mishna and talmud describes the commonly owned item of food which is placed inside the demarcated area, the property of the partnership formed within the area. Those items which need to be erected in order to create the boundary are called

mechitzot – partitions – the most commonly used type being a 'tzurat ha'petach', a goal post structure. The whole arrangement together is referred to as 'shitufei mevo'ot' – a system of dwelling partnerships. However it has become commonplace to use the word 'eruv' in its general sense to refer to the entire urban structure, and we will follow that practice.

Harmony in the Community

It is important for those who use the Eruv and for those who choose not to avail themselves of the Eruv, to respect each other's opinions so that the Eruv will truly help to unify our community.

Affected Days

The text is written using only the term Friday, without explicit reference to Erev Chag that leads into Shabbat or to Erev Yom Kippur.

Excluded Areas within the Eruv

Several areas within the Eruv are self-contained by a Mechitzah in order to exclude them from the Eruv. Sidewalks along these streets must be very carefully walked to prevent one carrying outside of the Eruv. [Avi's note: eruvim often include internal areas that must be excluded; I'm not sure if this is true of the London eruv.]

Walking along the border of the Eruv

The eruv borders are complex, often with sidewalks on border streets moving in and out of the eruv. For this reason, it is not advisable to walk on border streets, and individuals should walk through subdivisions. In cases of doubt, one should consult the United Synagogue Eruv Committee or an individual knowledgeable about the eruv boundaries.

Makom Tefillah

While an eruv enables many more people to attend shul, it is most important that the sanctity and dignity of every Makom Tefillah, whether a Beit HaMidrash or the main sanctuary of a synagogue, be properly maintained. Hence, every Shul should create and implement appropriate Shabbat morning programming for young children. Furthermore, everyone should be aware that the following are not appropriate in a Makom Tefillah: changing of diapers, nursing, permitting a noisy/crying child to remain (the child should be carried from the Makom Tefillah even during the private Sh'moneh Esrai), permitting a child with soiled diapers to remain, bringing carriages or strollers into the Makom Tefillah.

Miscellaneous

Use of term 'lechi'.

Glossary.

References to utility poles, lowest wires, etc.

IC 5/1/01

Comm

Council defends actions on boundary

Eruv opponents angry at Barnet over pole moves

BARNET
JUDITH ZERDIN

OPPONENTS OF THE proposed North-West London eruv have called for an inquiry into Barnet council's conduct, after it agreed to change the location of some poles forming part of the boundary.

Planning permission for the eruv — a notional boundary within which observant Jews can push prams and carry certain items on Shabbat — was granted following an appeal to the Secretary of State for the Environment in 1994.

But last week, Elizabeth Segall, leader of the Eruv Boundary Opponents Group, demanded an inquiry into the council's actions, following its agreement to allow the eruv committee to relocate and omit some poles without applying for fresh planning permission.

She claimed that in agreeing to the changes, the council had flouted the ruling by the then-Secretary of State for the Environment, John Gummer. According to Mrs Segall, Mr Gummer "specifically ruled out any change to the agreed locations of the poles."

She claimed that in his ruling Mr Gummer had said that "even slight movement" of the poles "could adversely harm the street scene."

"He did not agree to the council's suggestion that minor changes should be freely permitted," she added.

However, in a statement, Barnet

council defended its actions on the movement of some of the poles.

"The 1994 ruling on the eruv did not mean that any movement of any pole would automatically be deemed unacceptable in planning terms, nor did it mean that any movement must be supported by a planning application."

"The relevant and technical planning issues were considered in detail, including consultation with Transport for London," continued the statement. "The council is satisfied the matter has been handled properly and fairly."

Edward Black, the eruv committee spokesman, told CC: "Senior council officers carefully considered their decision and took note of the Secretary of State's statement."

"Notwithstanding that, determined that no further planning permission was required."

Mr Black declined to predict a fresh date for the completion of the eruv, but said: "I'm happy that we've cleared this hurdle and look forward to having the eruv before long."

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LEON SYMONS

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Drawing Nº	Location	Pole Nº	Pole Type	Wire Nº	Span (Metres)
22346 ~~2002~~ / 1	Colindeep Lane NW4	1	Medium		
~~22346~~ / 2	—— " ——	2	Medium	1	18
/ 3	2 Great North Way (Barnet By-Pass) NW4	3	Tall		
/ 4	2 —— " ——	4	Tall	2	
/ 5	Entrance to Capt Hall Playing Fields	5	Medium		
~~15~~ / 6	—— " ——	6	Medium	3	8
/ 7	Footpath adjacent Nº 95 Great North Way	7	Short		
/ 8	—— " ——	8	Short	4	24
/ 9	Footpath at end of Ashley Lane NW4	9	Short		
/ 10	—— " ——	10	Short	5	7
/ ~~11~~ 11	Devonshire Rd. NW7	~~11~~ 11	Tall		
/ ~~12~~ 12	—— " ——	~~12~~ 12	Tall	6	30

P.04

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TO

FROM

19-MEC-2000 09:58

Drawing N ^o	Location	Pole N ^o	Pole Type	Wire N ^o	Span (Metres)	Comments
13 14	Regents Park Rd. N3 —— " ——	13 14	Tall Tall	7	4	
15 16	Squires Lane N3 —— " ——	15 16	Medium ~~Medium~~ Medium	8	9	
17 18 19	North Circular Road N3	17 18 19	Tall Tall Tall	9 10	13 13	Transport For London to issue Licence
20 21	Church Lane East Bridgway N2 —— " ——	20 21	Medium Medium	11	19	

Drawing Nº	Location	Pole Nº	Pole Type	Wire Nº	Span (Metres)
~~22346~~ / 22	Stanley Rd. East Richley	22	Short		
/ 23	———— " ——— N2	23	Short	7	9
/ 24	Prospect Place East Richley N2	24	Short		
~~25~~ / 25		25	Short	8	7
~~26~~ / 26	East End Rd. N3	26	Medium		
/ 27	———— " ———	27	Medium	9	9
8 / 28	Cherry Tree Hill (Great North Rd.) N2	28	Tall		
/ 29	———— " ———	29	Tall	10	30
/ 30	Bancroft Ave. N2	30	Medium		
/ 31	———— " ———	31	Medium	11	12

rawing N ^o	Location	Pole N ^o	Pole Type	Wire N ^o	Span (Metres)	
~~32~~ 346/32	Lytelton Rd. (A1) N2	32	Tall	12	14	Transport for London to issue Licence
/33	— u —	33	Tall	13	14	
/34	— u —	34	Tall			
/35	Hempstead Lane NW3	35	Medium	14	26	
/36	— u —	36	Medium			
/37	Willowood Rd. NW11	37		15	38	
/38		38				
/39		39		16	25	
/40		40		17	93	
/41		41		18	53	
/42		42		19	58	

aving N ^o	Location	Pole N ^o	Pole Type	Wire N ^o	Span (Metres)
~~143~~ 446 ~~144~~	North End Way/ North End Rd. NW11	~~43~~ 43	Medium	20	17
~~144~~	—— " ——	~~44~~ 44	Medium		
145	West Heath Rd. NW3	~~44~~ 45	Medium	21	18
146	—— " ——	~~45~~ 46	Medium		
147	Rinchley Rd. Chiles Hill NW2	~~46~~ 47	Tall	22	25
148	—— " ——	~~47~~ 48	Tall		
149	Greaves Rd. NW2	~~48~~ 49	Medium	23	14
150	—— " ——	~~49~~ 50	Medium		

19-DEC-2000 09:59 FROM 985061887 P.08

Drawing Nº	Location	Pole Nº	Pole Type	Wire Nº	Span (Metres)	
902/51	Maritime Rd. NW2	51	Medium			
/52	— u —	52	Medium	24	14	
/53	Hendon Way NW2	53	Tall	25	21	Transport for London to issue Licence
/54	— u —	54	Tall			
/55	— u —	55	Tall	26	16	
/56	Footpath between Hendon Way & Grenfield Gds. NW2	56	Short			
/57	— u —	~~56~~ 57	Short	27	3	

Drawing Nº	Location	Pole Nº	Pole Type	Wire Nº	Span (Metres)
302/58	The Vale NW2	58	Medium		
1/59	← " →	59	Medium	28	40
1/60	Marblem Gds. NW2	60	Medium		
1/61	← " →	61	Medium	29	12
1/62	Pennine Drive NW2	62	Medium		
1/63	← " →	63	Medium	30	18
1/64	Grampian Gds. NW2	64	Medium		
1/65	← " →	65	Medium	31	11

P.10
985061887

TO

19-DEC-2000 10:00 FROM

rawing N ^o -	Location	Pole N ^o	Pole Type	Wire N ^o	Span (Metres)	
102/66 1/67	Entrance to Clitterhouse Playing Fields NW2 —— u ——	66 67	Short Short	32	5 ~~4~~	
1/68 69	Topping Walk (r/o Tesco store) —— u ——	68 69	Short Short	33	~~10~~ 5	
1/70 1/71	Entrance to "Tesco" & "Toys R Us" (off Tilling Rd.)	70 71	Tall Tall	34	50	

Passing No.	Location	Pole No.	Pole Type	Wire No.	Span (Metres)
902/188	Tilling Road (J/W Clarendon Rd.)	~~68~~ 72	Tall	35	26
188/73	—— " ——	~~68~~ 73	Tall		
74	Templest Ave NW4	74	Tall		22
75	—— " ——	75	Tall	36	
76	—— " ——	76	Tall	37	18
77	—— " ——	77	Tall		
78	Park Road NW4	78	Medium	38	19
79	—— " ——	79	Medium		
80	—— " ——	80	Medium	39	15

Travelling
N^o

Location

Pole N^oPole
TypeWire
N^oSpan
(Metres)

181	Station Road NW4	81	Tall	40	20
182	Station Road NW4	82	Tall		



Companies House

— for the record —

Company Name

**THE UNITED SYNAGOGUE ERUV
COMMITTEE**

BB

#10

100038

363s Annual Return

Company Type

Private Company Limited By

Guarantee Exempt Under Sect 30

Company Number

3749885

Information extracted from

Companies House records on

24th March 2000

- > Please check the details printed in blue on this statement.
- > If any details are wrong, strike them through and write the correct details in the "Amended details" column.
- > Please use black pen and write in capitals.

Section 1: Company details

A13
COMPANIES HOUSE

U200
11/04/00

Ref: 3749885/13/37

	Current details	Amended details																
> Registered Office Address <i>If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.</i>	9 West Heath Road London NW3 7UX	Address _____ _____ _____ UK Postcode _ _ _ _ _																
> Register of Members <i>If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.</i>	Address where the Register is held At Registered Office	Address _____ _____ _____ UK Postcode _ _ _ _ _																
> Register of Debenture Holders <i>If any of the details are wrong, strike them through and fill in the correct details in the "Amended details" column.</i>	Not Applicable	Address _____ _____ _____ UK Postcode _ _ _ _ _																
> Principal Business Activities <i>If no entries are shown, please enter principal activity code(s) in "Amended details" column. See notes for guidance for list of activity codes.</i>	9131	<table border="1"> <thead> <tr> <th>SIC CODE</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>9131</td> <td>CHARITABLE</td> </tr> <tr> <td></td> <td>COMPANY FOR</td> </tr> <tr> <td></td> <td>THE ADVANCEMENT</td> </tr> <tr> <td></td> <td>OF RELIGION</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	SIC CODE	Description	9131	CHARITABLE		COMPANY FOR		THE ADVANCEMENT		OF RELIGION						
SIC CODE	Description																	
9131	CHARITABLE																	
	COMPANY FOR																	
	THE ADVANCEMENT																	
	OF RELIGION																	

Section 2: Details of Officers of the Company

	Current details	Amended details
> Company Secretary <i>If any of the details for this person are wrong, strike them through and fill in the correct details in the "Amended details" column.</i> <i>Particulars of a new Company Secretary must be notified on form 288.</i>	Name Michael Lionel FIELD Address 27 Manor Way Chesham Buckinghamshire HP5 3BH	Name Address UK Postcode _ _ _ _ _ Date of change _ _ / _ _ / _ _ _ _ Date Michael Lionel FIELD ceased to be secretary (if applicable) _ _ / _ _ / _ _ _ _
> Director <i>If any of the details for this person are wrong, strike them through and fill in the correct details in the "Amended details" column.</i> <i>Particulars of a new Director must be notified on form 288.</i>	Name Laurence BEGNER Address 15 Manor Hall Avenue London NW4 1NY Date of birth 06/10/1949 Nationality British Occupation Solicitor	Name Address UK Postcode _ _ _ _ _ Date of birth _ _ / _ _ / _ _ _ _ Nationality _____ Occupation _____ Date of change _ _ / _ _ / _ _ _ _ Date Laurence BEGNER ceased to be director (if applicable) _ _ / _ _ / _ _ _ _
> Director <i>If any of the details for this person are wrong, strike them through and fill in the correct details in the "Amended details" column.</i> <i>Particulars of a new Director must be notified on form 288.</i>	Name Edward Barry BLACK Address 32 Hampstead Way London NW11 7JL Date of birth 11/06/1956 Nationality British Occupation Solicitor	Name Address UK Postcode _ _ _ _ _ Date of birth _ _ / _ _ / _ _ _ _ Nationality _____ Occupation _____ Date of change _ _ / _ _ / _ _ _ _ Date Edward Barry BLACK ceased to be director (if applicable) _ _ / _ _ / _ _ _ _

> Director

If any of the details for this person are wrong, strike them through and fill in the correct details in the "Amended details" column.

Particulars of a new Director must be notified on form 288.

Current details

Name
Graham Shurek MORRIS

Address
9 West Heath Road
London
NW3 7UX

Date of birth 31/01/1939

Nationality British

Occupation Solicitor

Amended details

Name

Address

UK Postcode _ _ _ _ _ _ _

Date of birth _ _ / _ _ / _ _ _ _

Nationality _____

Occupation _____

Date of change _ _ / _ _ / _ _ _ _

Date Graham Shurek MORRIS ceased
to be director (if applicable)

 _ _ / _ _ / _ _ _ _



Companies House
— for the record —

363s Annual Return Declaration

- > When you have checked all the sections of this form, please complete this page and tick and sign the declaration below.
- > If you want to change the made up date of this annual return, please complete 2 below.

1. Declaration

- ☐ I confirm that the details in this annual return are correct as at the made-up-date (shown at 2 below). I enclose the filing fee of £15.

Signature *[Signature]*
(Director / Secretary)

Date 10/04/2000

This date must not be earlier than the return date at 2 below

What to do now

Please detach and retain the covering letter, complete this page then send the whole of the Annual Return and the declaration to the address shown at 4 below.

2. Date of this return

- ☐ This AR is made up to 9/4/2000 If you are making this return up to an earlier date, please give the date here

__ / __ / ____

Note: The form must be delivered to CH within 28 days of this date

3. Date of next return

- ☐ If you wish to change your next return to a date earlier than **9th April 2001** please give the new date here:

__ / __ / ____

4. Where to send this form

- ☐ Please return this form to:
Registrar of Companies
Companies House
Crown Way
Cardiff CF14 3UZ

Have you enclosed the filing fee with the company number written on the reverse of the cheque?

Cheque ☒ Postal Order ☐ Cheque / Postal Order
Number _____

(Please complete as appropriate)

Contact Address

Please give the name and address of the person who should be contacted if there are any queries about this form.

Contact Name ES MORRIS

Telephone number *inc code* 0171 433 3434

Address 9 WEST HEATH ROAD
LONDON

DX number *if applicable* _____

DX exchange _____

Postcode NW3 7UX



NORWICH
UNION

SPECIMEN LEP95

Your Policy
Combined Liability Insurance

SPECIMEN

Introduction

(The text below is for specimen purposes only and will vary according to the type of policy. The wording is individual to each policyholder.)

This is your Policy, explaining your insurance protection in detail.

Your premium has been based upon the information shown in the Policy Schedule.

Please check your Policy Schedule at the back of this Policy to ensure that the details we hold are correct.

If after reading your policy you have any questions, please contact your local Norwich Union Office.

Important

This policy is a legal contract and it is important that you examine it carefully to make sure that it meets your requirements. If it does not, or if your insurance requirements change, please let us know right away.

You are reminded of the need to tell us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate your policy, or may result in the policy not operating fully.

Policy Schedule

Please check that we have shown the correct name, address and business description on the policy schedule which is at the back of this booklet.

The schedule will also indicate whether any special clauses or endorsements apply: the wordings of the special clauses are printed on pages eighteen to twenty two of the policy booklet and the endorsements will be printed on, or attached to the schedule.

Definitions

It is important to understand that certain words in the policy have been defined in a particular way. Where these words appear in the policy, they are shown with capital initials.

Work Overseas

The "Territorial Limits" in this policy are very wide, but in some countries there may be a legal or contractual requirement to arrange cover with a local insurer. Please bear this in mind if you are contemplating undertaking work overseas.

The Contract of Insurance

The Insured having applied to the Corporation by a Proposal (which shall be the basis of this contract and is deemed to be incorporated herein) and having paid or agreed to pay the premium

In accordance with the Sections referred to in the Schedule and subject to the terms of this Policy

- 1 The Corporation will indemnify the Insured and the personal representatives of the Insured in respect of legal liability incurred by the Insured
- 2 The Corporation will indemnify
 - (a) any director of the Insured
 - (b) any Person Employed
 - (c) any principal for whom the Insured is carrying out a contract for the performance of work but only to the extent required by the contract conditions
 - (d) the owners of plant hired in by the Insured but only to the extent required by the hiring conditions

against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

- 3 The Corporation will indemnify
 - (a) the officers committees and members of the Insured's canteen social sports educational and welfare organisations and first aid fire security and ambulance services in their respective capacities as such
 - (b) any director or Employee of the Insured in respect of private work undertaken by any Person Employed for such director or Employee with the prior consent of the Insured

against legal liability arising from the provision of such facilities or services or work

Provided that each of the parties indemnified under this Policy will as if they were the Insured be subject to the terms of this Policy insofar as they can apply and that the total amount payable in respect of compensation as a result of indemnifying such parties will not exceed the Limit of Indemnity

For and on behalf of the Corporation



*Authorised signatory Patrick Snowball
Managing Director UK General Insurance*



NORWICH UNION

CGU Insurance plc

Registered in Scotland No. 2116

Registered Office: Pitheavlis, Perth, Scotland PH2 0NH

A member of the CGNU group. A member of the General Insurance Standards Council.

Contents

This booklet should be read in conjunction with your current Schedule which indicates precise details of your insurance protection.

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General Conditions	17-18
Special Clauses	18-22
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Definitions

The Corporation / Norwich Union

CGU Insurance plc

Policy

Policy means the policy booklet together with the current Schedule and any Endorsements or Special Clauses indicated on that Schedule as being operative

These are to be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning throughout unless otherwise stated

The Business

The Business means the activities directly connected with the Business specified in the Schedule to the extent that they are conducted at or from premises in Great Britain Northern Ireland the Isle of Man or the Channel Islands and includes the following ancillary activities:

- 1 ownership use repair maintenance and decoration of premises occupied by the Insured
- 2 repair or maintenance of vehicles or plant owned and used by the Insured
- 3 the provision and management of canteen social sports educational and welfare organisations for the benefit of any Person Employed and first aid fire security and ambulance services
- 4 participation in exhibitions held in member countries of the European Community

in connection with the Business specified in the Schedule

and in addition

- 5 private work undertaken by any Person Employed for the Insured or for any director or Employee of the Insured with the prior consent of the Insured

Employee

Employee means any person who is

- 1 under a contract of service or apprenticeship with the Insured
- 2 supplied under a Youth Training Scheme or Job Training Scheme or similar Government Scheme

while working under the control of the Insured in connection with the Business

Person Employed

Person Employed means any Employee and any person who is

- 1 a labour master or supplied by a labour master
- 2 employed by labour only sub-contractors

continued

Definitions *continued*

- 3 self-employed
- 4 hired to or borrowed by the Insured
- 5 supplied to the Insured for the purposes of work experience under the Education (Work Experience) Act 1973 or subsequent legislation of similar intent
- 6 a prospective Employee who is undergoing practical work experience whilst being assessed by the Insured as to his or her suitability for employment
- 7 a voluntary helper

while working under the supervision and control of the Insured in connection with the Business

- 8 an outworker or homeworker employed under a contract to personally execute any work in connection with the Business while he or she is engaged in that work

Bodily Injury

Bodily Injury includes death illness disease or nervous shock

Personal Injury

Personal Injury means Bodily Injury and wrongful arrest detention imprisonment or eviction of any person or wrongful accusation of shoplifting

Damage

Damage means physical damage

Costs and Expenses

Costs and Expenses means

- 1 any claimant's legal costs for which the Insured is legally liable
- 2 all costs and expenses incurred with the Corporation's written consent
- 3 all solicitors' fees for legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry
 - or
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty

in connection with any Event which is or may be the subject of indemnity under this Policy

Limit of Indemnity

Section One - Employers Liability

Limit of Indemnity means the amount specified in the Schedule including Costs and Expenses in respect of any one claim or series of claims against the Insured arising out of one cause

Section Two - Public and Products Liability

Limit of Indemnity means the amount specified as such in the Schedule and the liability of the Corporation for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one Event or all Events of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity but in respect of Products Supplied or pollution or contamination the Limit of Indemnity shall apply to all insured Events occurring in any one Period of Insurance

Costs and Expenses recoverable under this Policy will be paid in addition to the Limit of Indemnity except that in respect of any claim brought in the United States of America or Canada or any territory within their jurisdiction the Limit of Indemnity shall be the maximum amount payable including Costs and Expenses

The Works

The Works means all works executed or to be executed by or on behalf of the Insured and all materials brought to the site of The Works for incorporation therein and all plant tools equipment temporary works temporary buildings or any other property brought onto or adjacent to the site for the purpose of the execution of The Works

Contract Work Executed

Contract Work Executed means work carried out by or on behalf of the Insured away from the Insured's normal place of business or that of the party who carried out the work on behalf of the Insured and which at the time of the Event giving rise to a claim under this Policy is

- 1 no longer the property of
 - and
 - 2 not under the custody or control of
- the Insured or any Person Employed by the Insured

Products Supplied

Products Supplied means goods including labels and containers and packaging

- 1 on which work has been completed by or on behalf of the Insured at the Insured's normal place of business or that of the party who carried out the work on behalf of the Insured
- or

continued

Definitions *continued*

2 which have been handled stored sold supplied or transported by the Insured

and which at the time of the Event giving rise to a claim under this Policy are not under the custody or control of the Insured or any Person Employed

Property

Property means material property

Period of Insurance

Period of Insurance means from the Effective Date shown in the New Business Schedule until Midnight on the Expiry Date shown in the New Business Schedule

The Period of Insurance includes any subsequent period for which the Corporation may accept payment for renewal of this Policy

Territorial Limits

The Territorial Limits referred to in this Policy are

1 anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man including designated areas of the continental shelf surrounding Great Britain and foreign sections of cross boundary petroleum fields as defined in the Employment (Continental Shelf) Act 1978

or

2 anywhere within the member countries of the European Community in connection with the activities of Persons Employed provided such persons are normally resident in Great Britain Northern Ireland the Channel Islands or the Isle of Man

or

3 elsewhere in the world in connection with the activities of Persons Employed provided such persons are normally resident in Great Britain Northern Ireland the Channel Islands or the Isle of Man and are not outside such countries for more than six months in any one year

or

4 anywhere in the world in connection with Products Supplied at or from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

Section One

Employer's Liability

In the event of Bodily Injury sustained by any Person Employed which arises out of and in the course of his or her employment by the Insured in the Business and which is caused during the Period of Insurance and within the Territorial Limits the Corporation will provide indemnity against

- 1 legal liability to such Person Employed for compensation and

- 2 Costs and Expenses

up to the Limit of Indemnity.

Avoidance Clause

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law ordinance or statute relating to compulsory insurance of liability to employees but the Insured shall repay to the Corporation all sums paid by the Corporation which the Corporation would not have been liable to pay but for the provisions of such law ordinance or statute

Extensions included in Section One

A LEGAL EXPENSES ARISING FROM HEALTH AND SAFETY LEGISLATION

Event

- 1 In the event of any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or similar safety legislation of Great Britain Northern Ireland the Isle of Man or the Channel Islands

or

- 2 In the event of an incident which results in an Inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

Indemnity

The Corporation will provide indemnity up to the Limit of Indemnity against legal fees and expenses incurred in representing the Insured in such proceedings including appeals against the results of such proceedings

Provided that the proceedings relate to an act or omission or incident or alleged act or omission or incident which has been committed during the Period of Insurance within Great Britain Northern Ireland the Isle of Man or the Channel Islands and in the course of the Insured's Business

This indemnity will not apply

- 1 in respect of fines or penalties of any kind
- 2 to proceedings relating to the health and safety of any person other than a Person Employed
- 3 to proceedings consequent upon a deliberate act or omission by the Insured
- 4 to persons other than the Insured or any director or Employee of the Insured
- 5 where there is an indemnity provided by a legal expenses insurance policy

continued

Section One *continued*

B UNSATISFIED COURT JUDGEMENTS

Event

In the event of a judgement for damages being obtained by any Employee in respect of Bodily Injury to the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man in any Court situate in those countries and remaining unsatisfied in whole or in part six months after the date of such judgement

Indemnity

The Corporation will at the request of the Insured indemnify up to the Limit of Indemnity the Employee or the personal representatives of the Employee up to the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- 1 there is no appeal outstanding
- 2 if any payment is made hereunder the Employee or the personal representatives of the Employee shall assign the judgement to the Corporation

C COMPENSATION FOR COURT ATTENDANCE

In the event of any director partner or Employee of the Insured attending court as a witness at the request of the Corporation in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Corporation will provide compensation to the Insured at the following rates for each day on which attendance is required

- | | |
|-------------------------------|-------------------------------|
| (a) any partner or proprietor | up to £250 per day
maximum |
| (b) any director | up to £250 per day
maximum |
| (c) any other Employee | up to £150 per day
maximum |

D CROSS LIABILITIES

Where there is more than one party named as the Insured in the Schedule this Policy will apply separately to each such Insured in the same manner and to the same extent as if a separate policy had been issued to each Insured and the Corporation agrees to waive all rights of subrogation against any of these parties

Provided that the total amount payable in respect of compensation and Costs and Expenses does not exceed the Limit of Indemnity.

General Exception

Section One is subject to the General Exception shown on Page Sixteen of this Policy

Special Clauses and Endorsements Applicable to Section One

Section One is subject to the Special Clauses and Endorsements (if any) indicated on the Schedule as applying to Section One

Conditions

Section One is subject to the General Conditions shown on Pages Seventeen and Eighteen of this Policy

Section Two

PUBLIC AND PRODUCTS LIABILITY

Event

In the event of accidental

- 1 Personal Injury
or
- 2 loss of or Damage to Property
or
- 3 obstruction trespass nuisance or interference
with any right of way air light or water or other
easement

which arises in connection with the Business and
which occurs during the Period of Insurance and
within the Territorial Limits

Indemnity

In respect of such an Event the Corporation will
provide indemnity against

- 1 legal liability for compensation up to the Limit of
Indemnity
and
- 2 Costs and Expenses

EXTENSIONS INCLUDED IN SECTION TWO

A LEGAL EXPENSES ARISING FROM HEALTH AND SAFETY LEGISLATION

Event

- 1 In the event of any act or omission or alleged
act or omission leading to criminal proceedings
brought in respect of a breach of the Health
and Safety at Work etc Act 1974 or the Health
and Safety at Work (Northern Ireland) Order
1978 or similar safety legislation of Great
Britain Northern Ireland the Isle of Man or the
Channel Islands

or

- 2 In the event of an incident which results in an
Inquiry ordered under the Health and Safety
Inquiries (Procedure) Regulations 1975

Indemnity

The Corporation will provide indemnity up to the
Limit of Indemnity against legal fees and expenses
incurred in representing the Insured in such
proceedings including appeals against the results
of such proceedings

Provided that the proceedings relate to an act or
omission or incident or alleged act or omission or
incident which has been committed during the
Period of Insurance within Great Britain Northern
Ireland the Isle of Man or the Channel Islands and
in the course of the Insured's Business

This indemnity will not apply

- 1 in respect of fines or penalties of any kind
- 2 to proceedings relating to the health and
safety of any Person Employed
- 3 to proceedings consequent upon a deliberate
act or omission by the Insured
- 4 to persons other than the Insured or any
director or Employee of the Insured
- 5 where there is an indemnity provided by a
legal expenses insurance policy

continued

Section Two *continued*

B COMPENSATION FOR COURT ATTENDANCE

In the event of any director partner or Employee of the Insured attending court as a witness at the request of the Corporation in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Corporation will provide compensation to the Insured at the following rates for each day on which attendance is required

- | | |
|-------------------------------|-------------------------------|
| (a) any partner or proprietor | up to £250 per day
maximum |
| (b) any director | up to £250 per day
maximum |
| (c) any other Employee | up to £150 per day
maximum |

Additional Clauses

In respect of the circumstances specified in the following Additional Clauses the Corporation will provide indemnity up to the Limit of Indemnity subject to the terms of the relevant Additional Clause and subject otherwise to the terms of this Policy

Provided that the circumstances arise in connection with the Business and that the Event giving rise to legal liability occurs during the Period of Insurance and within the Territorial Limits

1 Defective Premises Act Liability

Where the Insured is legally liable for accidental Bodily Injury or loss of or Damage to Property by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which have been disposed of by the Insured and which prior to disposal were owned by the Insured the Corporation will provide indemnity against such legal liability

2 Cross Liabilities

Where there is more than one party named as the Insured in the Schedule this Policy will apply separately to each such Insured in the same manner and to the same extent as if a separate policy had been issued to each Insured and the Corporation agrees to waive all rights of subrogation against any of these parties

Provided that the total amount payable in respect of compensation does not exceed the Limit of Indemnity

3 Motor Contingent Liability

Where the Insured is legally liable for accidental Bodily Injury or loss of or Damage to Property arising out of the use of any motor vehicle in connection with the Business the Corporation will indemnify the Insured against such legal liability

This indemnity will not apply

- (a) in respect of any vehicle owned or provided by the Insured or any principal for whom the Insured is working or any sub-contractor acting for or on behalf of the Insured
- (b) in respect of loss of or Damage to such vehicle or to goods conveyed therein or thereon
- (c) while such vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or of the Insured's representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such a licence
- (d) to legal liability in respect of which the Insured is entitled to indemnity under any other insurance
- (e) outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

For the purposes of this Additional Clause the term Insured shall mean only the Insured named in the Schedule and no other party

4 Overseas Personal Liability

- (a) Where the Insured or any director or Employee of the Insured is visiting a country outside Great Britain Northern Ireland the Channel Islands or the Isle of Man for less than six months continuously in connection with the Business the Corporation will provide indemnity to the Insured and to
 - (i) any director or Employee of the Insured

- (ii) any spouse or child of the Insured or director or Employee of the Insured accompanying such Insured or director or Employee of the Insured

against legal liability incurred in a personal capacity for accidental Bodily Injury or loss of or Damage to Property occurring during such a visit

- (b) Where the Insured is an individual the indemnity also applies within Great Britain Northern Ireland the Channel Islands or the Isle of Man

The indemnity described in this Additional Clause will not apply to legal liability

- (a) in respect of any agreement or contract unless liability would have existed otherwise
- (b) in respect of the ownership or occupation of land or buildings
- (c) in respect of the carrying on of any trade or profession
- (d) where indemnity is provided by any other insurance
- (e) in respect of the ownership possession or use of wild animals firearms (other than sporting guns) mechanically-propelled vehicles aircraft or watercraft

5 Tenant's Liability for Hired or Rented Buildings

Where the Insured is legally liable for accidental loss of or Damage to buildings (or fixtures or fittings thereof) hired or rented to the Insured for the purpose of occupancy by the Insured the Corporation will provide indemnity against such legal liability provided the hire or renting takes place under a written contract

This indemnity will not apply to

- (a) the first £100 of such loss or Damage caused other than by fire or explosion
- (b) loss or Damage if the liability is assumed by the Insured under the written contract and would not have attached in the absence of such contract

- (c) loss or Damage caused by fire or any other peril against which the written contract stipulates that insurance shall be effected by or on behalf of the Insured

6 Liability for Buildings Temporarily Occupied

Where buildings (other than buildings comprising The Works) are temporarily occupied by the Insured for the purposes of carrying out work in connection with the Business the Corporation will provide indemnity against legal liability in respect of accidental loss of or Damage to such buildings or their contents occurring during the Insured's occupancy

Provided that such buildings are not owned leased hired or rented by the Insured or any sub-contractor acting for or on behalf of the Insured

7 Car Park and Cloakroom Liability

Where vehicles or personal effects of persons other than the Insured are held in trust by or in the custody or control of the Insured the Corporation will provide indemnity against legal liability in respect of accidental loss of or Damage to such Property

Provided that such Property

- (a) is not being stored by the Insured for a fee or other consideration

and

- (b) is not held in trust by or in the custody or control of the Insured for the purposes of work being carried out on such Property

8 Obstructing Vehicles

Where any vehicle is causing an obstruction and interfering with the performance of the Business the Corporation will provide indemnity against legal liability for accidental Bodily Injury or loss of or Damage to Property arising from the movement of such vehicle by the Insured or an Employee of the Insured or the application of a wheel clamp to the vehicle

Provided that

continued

Section Two *continued*

(a) if such obstructing vehicle is being moved such use will be restricted solely to the minimum movement of the vehicle required to obtain access to or exit from the Insured's premises

(b) if a wheel clamp is attached to a vehicle a bold warning notice to this effect will be attached to the windscreen of such vehicle

The indemnity will not apply in circumstances where it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation

9 Consumer Protection Act and Food Safety Act

The Corporation will provide indemnity to the Insured and any director of the Insured or Person Employed in respect of

- 1 costs of prosecution awarded against the Insured or any director of the Insured or Person Employed
- 2 legal fees and expenses incurred with the Corporation's consent in the defence of and

arising from criminal proceedings brought or in an appeal against conviction from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990

Provided that

- (a) the proceedings relate to an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Insured's Business
- (b) the indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) where indemnity is provided by any other insurance
 - (iii) to proceedings consequent upon any deliberate act or omission

EXCEPTIONS TO SECTION TWO

The Corporation will not be liable under Section Two of this Policy in respect of

1 Injury to Persons Employed

Personal Injury to any Person Employed or to any working partner or proprietor comprising the Insured arising out of and in the course of employment by the Insured in the Business

2 Vehicles and craft

Liability arising out of the possession ownership or use by or on behalf of the Insured or any person entitled to indemnity under Section Two of this Policy of any

- (a) *mechanically propelled vehicle or trailer attached thereto used in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation*
- (b) *aircraft aerial device hovercraft or watercraft*

Provided there is no indemnity afforded under any more specific insurance this exception will not apply to

- (i) *the loading or unloading of motor vehicles or trailers*
- (ii) *the circumstances described in Additional Clauses 3 or 8*
- (iii) *watercraft which are less than 8 metres in length*
- (iv) *barges used solely on inland waterways*

3 The Works and Property under the Insured's control

Loss of or Damage to

- (a) *The Works*
- (b) *property belonging loaned or hired to the Insured*

- (c) *property which is held in trust by or held in the custody or control of the Insured or any Person Employed by the Insured or any party who is carrying out work on behalf of the Insured*

other than in the circumstances described in Additional Clauses 5 or 6 or 7

- (d) *property for which there is a contractual requirement to effect insurance (other than public liability insurance)*

- (e) *property for which there is a contractual requirement to effect insurance by reason of Clause 21.2.1. of the 1980 Edition of the Joint Contracts Tribunal Conditions of Contract (or the corresponding clause in any prior version or any subsequent revision or substitution thereof) or by any clause of similar intent under any other conditions of contract*

4 Loss of or Damage to Products Supplied or Contract Work Executed

- (a) *loss of or Damage to*

or

- (b) *the cost incurred by anyone in repairing removing replacing re-applying rectifying or reinstating*

any Products Supplied or Contract Work Executed other than Products Supplied or Contract Work Executed under a separate contract

5 Recalling of Products Supplied or Contract Work Executed

The cost incurred by anyone in

- (a) *recalling or making refunds in respect of any Products Supplied or Contract Work Executed*
- (b) *remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by the Insured*

6 Liquidated damages and penalty clauses etc.

Liquidated damages or penalty clauses or fines or punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages

7 Professional services

Advice instruction consultancy design formula specification inspection certification or testing performed or provided separately for a fee or under a separate contract

8 Aircraft and nuclear risks

Liability arising out of Products Supplied with the knowledge of the Insured or Contract Work Executed by or on behalf of the Insured which could affect

- (a) *the navigation propulsion or safety of any aircraft or other aerial device*
- (b) *the safety or operation of nuclear installations*

9 Contractual liability for Products Supplied

Any Products Supplied by or on behalf of the Insured where legal liability has been accepted by agreement unless such liability would have attached in the absence of such agreement

10 Pollution or Contamination

Pollution or contamination of buildings or other structures or water or land or the atmosphere (including all Personal Injury or loss of or Damage to Property directly or indirectly caused by such pollution or contamination) other than caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance

All pollution or contamination which arises out of one incident shall be deemed to have occurred on the date that the Insured first becomes aware of such incident

11 War

Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

continued

Section Two *continued*

General Exception

Excess applying to Section Two

In respect of each and every Event resulting in accidental loss of or Damage to Property arising from work by or on behalf of the Insured away from the Insured's normal place of business the Corporation will not be liable for the amount of any Excess (or any lesser amount for which a claim may be settled) shown in the Schedule which may apply in the circumstances of such claim

General Exception

Section Two is subject to the General Exception shown opposite

Special Clauses and Endorsements

Section Two is subject to the Special Clauses and Endorsements (if any) indicated in the Schedule as applying to Section Two

Conditions

Section Two is subject to the General Conditions shown on Pages Seventeen and Eighteen

Applying to both Sections of this Policy

Radioactive Contamination

The Corporation will not be liable in respect of any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

but in respect of Bodily Injury to any Employee this General Exception will apply only when the Insured under a contract or agreement has undertaken

- (a) to indemnify another party

or

- (b) to assume the liability of another party

in respect of such Bodily Injury

General Conditions

1 Non-disclosure

This insurance will be voidable if there has been misrepresentation misdescription or non-disclosure of any material fact

2 Observance of Policy terms

The due observance and fulfilment of the terms Provisions Conditions Special Clauses and Endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by the Insured will be a condition precedent to any liability of the Corporation except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees

3 Claims procedure and requirements

The Insured will give immediate notice in writing to the Corporation of any Event for which there may be liability under this Policy regardless of any Excess and will

- (a) provide the Corporation with such particulars and information as the Corporation may require
- and
- (b) forward to the Corporation immediately on receipt every letter writ summons and process
- and
- (c) advise the Corporation in writing immediately the Insured has knowledge of any impending prosecution Inquest or Fatal Accident Inquiry or other Inquiry in connection with the said Event

4 Claims control

The Insured will not make any admission of liability or offer promise or payment without the prior written consent of the Corporation

The Corporation will be entitled at its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or compensation against any other person and the Insured must give all information and assistance required

5 Discharge of liability

The Corporation may at any time pay the Limit of Indemnity (less any sum or sums already paid as compensation) or any lesser amount for which a claim or claims can be settled and will be under no further liability in respect thereof except for Costs and Expenses incurred prior to the date of such payment

6 Reasonable precautions

The Insured must take all reasonable care to prevent injury loss or damage and to maintain the premises plant and everything used in the Business in proper repair and to act in accordance with all statutory obligations and regulations

The Insured must forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require

7 Other insurances

If in connection with any claim there is or but for the existence of this Policy would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured or any other person indemnified by this Policy (other than persons indemnified under this Policy by reason of contract conditions or conditions of hire) applicable to such claim the Corporation will not be liable under this Policy to indemnify the Insured or such person in respect of such claim except as far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Policy not been effected.

8 Adjustment of Premium

If the premium has been calculated on estimates given by the Insured

continued

- (a) the Insured will keep an accurate record containing all relevant particulars which will be available to the Corporation for inspection

and

- (b) within one month after the Expiry Date shown in the Schedule the Insured will supply to the Corporation an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or allowed to the Insured subject to the Corporation retaining any Minimum Premium specified in the Schedule or if no Minimum Premium is specified in the Schedule the Corporation's normal minimum premium for this class of risk

and

- (c) should the Insured fail to supply such a statement within one month after the Expiry Date shown in the Schedule the Corporation shall be entitled if it so wishes to charge an additional premium in respect of that Period of Insurance

9 Alteration of risk

The Insured must give the Corporation as soon as practicable notice in writing of any alteration which materially affects this insurance

10 Cancellation

The Corporation may cancel this Policy by sending thirty days notice by registered letter to the Insured's last known address and in such event the Insured will become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance

Such cancellation will not prejudice the rights of the Insured under the Policy in respect of any insured Event occurring prior to the date of cancellation but the Insured will continue to remain bound by the Policy terms and Conditions in connection with incurred claims and Adjustment of Premium

The Corporation reserves the right to cancel this Policy forthwith in the event of non-payment of the premium or default under any instalment scheme or linked credit transaction. No refund will be made to the Insured of any instalment paid

Special Clauses A to K inclusive apply only if the letter set against them appears in the relevant place in the Schedule

Each Special Clause is subject otherwise to the limits terms Exceptions and Conditions of this Policy

Employer's Liability Special Clauses

A INJURIES TO WORKING PARTNERS OR PROPRIETORS

In respect of Bodily Injury sustained by any working partner or proprietor named as the Insured in the Schedule to this Policy the Corporation will for the purposes of Section One deem such person to be a Person Employed provided that the Corporation will only be liable under this Special Clause where

- 1 the Bodily Injury is sustained whilst such partner or proprietor is working in connection with the Business

and

- 2 the Bodily Injury is caused by the negligence of another partner or proprietor or Person Employed whilst working in the Business

and

- 3 the injured partner or proprietor has a valid right of action in negligence against the person responsible for such Bodily Injury

B RETROSPECTIVE LIABILITY

Section One of this Policy is extended to indemnify the Insured in respect of legal liability for Bodily Injury caused prior to the inception of this Insurance but for which a claim is first made against the Insured during the Period of Insurance

This Special Clause will only apply in so far as the Insured is unable to obtain indemnity under

- 1 any previous policy of insurance

or

- 2 indemnities or other contract wordings or undertakings which are in force or may have been in force at the time the Bodily Injury is alleged to have occurred or been caused

The insurance provided by this Special Clause will apply to any business undertaken by the Insured or their predecessors in business

Provided always that the failure to obtain indemnity under a previous policy is not due to a restrictive endorsement on such policy or the breach of a policy condition non-disclosure or misrepresentation of a material fact

Public and Products Liability Special Clauses

C EXCLUDING LIABILITY FOR PRODUCTS SUPPLIED

The Corporation will not be liable under Section Two of this Policy in respect of Products Supplied whether or not these are incorporated into Contract Work Executed

This exception does not apply to

- 1 food or drink intended to be consumed on the Insured's premises
- or
- 2 the disposal of assets consisting of furniture and office equipment originally intended solely for use by the Insured in connection with the Business and which is no longer required for that purpose

D EXCLUDING LIABILITY FOR PRODUCTS SUPPLIED UNLESS INCORPORATED INTO CONTRACT WORK EXECUTED

The Corporation will not be liable under Section Two of this Policy in respect of Products Supplied unless these are incorporated into Contract Work Executed

This exception does not apply to

- 1 food or drink intended to be consumed on the Insured's premises
- or

- 2 the disposal of assets consisting of furniture and office equipment originally intended solely for use by the Insured in connection with the Business and which is no longer required for that purpose

E EXCLUSION OF PRODUCTS SUPPLIED WITH THE KNOWLEDGE OF THE INSURED TO THE UNITED STATES OF AMERICA OR CANADA

The Corporation will not be liable under Section Two of this Policy in respect of any Products Supplied including Products Supplied prior to the inception of this Policy which the Insured knows or could reasonably have been expected to know would be used within the United States of America or Canada

F PROVISIONAL 'NON NEGLIGENCE' COVER- 21.2.1 PERILS ONLY

In consideration of the payment of a Deposit Premium the Corporation will indemnify the Insured and the Employer named in The Contract to which this Special Clause applies in respect of any expense liability loss claim or proceeding which the Employer may incur or sustain by reason of Damage to any Property other than The Works occurring during the period of indemnity and caused by collapse subsidence heave vibration weakening or removal of support or lowering of ground water arising out of and in the course of or by reason of the carrying out of The Works

Definitions applicable to this Special Clause

The Contract

The Contract means only a contract undertaken by the Insured under the Joint Contracts Tribunal Standard Form of Building Contract where the Insured is required to effect insurance in accordance with Clause 21.2.1 of the 1980 Conditions of that Contract or Clause 19(2)(a) of earlier editions or the corresponding clause in any subsequent editions or revisions

Employer

Employer means any public authority company firm or person named as the Employer in The Contract entered into by the Insured

continued

Special Clauses *continued*

Limit of Indemnity

The liability of the Corporation under this Special Clause in respect of all such expenses liabilities losses claims or proceedings will not exceed the sum of Five Hundred Thousand Pounds (£500,000) unless otherwise agreed in writing by the Corporation

EXCEPTIONS

The Corporation will not be liable under this Special Clause in respect of

- 1 *any expense liability loss claim or proceeding*
 - (a) *caused by the negligence or omission or default of the Insured or their agents or any Person Employed or of any sub-contractor or his employees or agents*
 - (b) *which is attributable to errors or omissions in the planning or the designing of The Works*
 - (c) *arising from Damage which could reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution*
 - (d) *arising from Damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds*
- 2 *any sum payable under any penalty clause or by reason of breach of contract*
- 3 *the first Five Hundred Pounds (£500) of each and every claim unless otherwise agreed in writing by the Corporation*
- 4 *contracts for demolition or work involving the use of explosives unless otherwise agreed in writing by the Corporation*
- 5 *loss of or Damage to property which is at the risk of the Employer under the terms of The Contract or any liability assumed by the Employer under any agreement which would not have attached in the absence of such agreement*

Additional Conditions applicable to this Special Clause

- 1 The Insured will within 21 days of the date of entering into The Contract or the date of the commencement of The Contract whichever is the sooner give the Corporation full details of The Contract whereupon the Corporation will submit a quotation for such Contract and on confirmation that the quotation is accepted the indemnity granted by this Special Clause shall be varied by a separate Endorsement in accordance with the terms specifically agreed

If the Corporation refuses to submit a quotation for The Contract or if the quotation submitted by the Corporation in respect of The Contract is not accepted by the Insured or the Employer within 14 days of it being issued by the Corporation the indemnity granted by this Special Clause in respect of that Contract will be terminated forthwith and the Corporation will be entitled to receive from the Insured an additional premium for the period during which this Special Clause has applied such premium being calculated pro rata on the amount of the Deposit Premium paid for the provisional cover facility described in this Special Clause subject to a minimum premium of one third of that Deposit Premium

- 2 If by reason of the nature of The Contract or the amount of indemnity required the Corporation at their discretion but with the consent of the Insured employ the services of an independent surveyor and the quotation submitted is not accepted then the Insured will pay the surveyor's fee to the Corporation

Deposit Premium

Subject to the terms and Conditions of this Special Clause and subject otherwise to the terms of this Policy if the facility described in this Special Clause is not invoked the Insured may claim a refund of up to two-thirds of the amount of the Deposit Premium on expiry of the Period of Insurance provided such a request is accompanied by a declaration in accordance with General Condition 8

Special Clauses Which Can Apply to Both Sections

G ERECTION OF BUILDINGS

Description of Work

This Policy will apply only to liability arising in connection with the erection of buildings not exceeding ten metres in height and includes

- 1 the demolition or partial demolition of a building
- 2 the making of roads and footpaths and the laying of pipes drains and sewers

only if such work forms part of a contract for the erection of buildings as defined above by or on behalf of the Insured

EXCEPTION

The Corporation will not be liable in respect of any piling work or the use of explosives

H ERECTION ALTERATION MAINTENANCE OR REPAIR OF BUILDINGS

Description of Work

This Policy will apply only to liability arising in connection with the erection alteration maintenance or repair of buildings not exceeding ten metres in height and includes

- 1 (a) the demolition or partial demolition of buildings or part of a building
(b) the making of roads and footpaths and the laying of pipes drains and sewers

only if such work forms part of a contract for the erection alteration maintenance or repair of buildings by or on behalf of the Insured

- 2 the demolition or partial demolition of other structures not exceeding four metres in height and not forming part of any building

EXCEPTION

The Corporation will not be liable in respect of any piling work or the use of explosives

I GENERAL BUILDERS

Description of Work

The Business described in the Schedule will include

- 1 (a) the demolition or partial demolition of a building or structure
(b) the making of roads and footpaths and the laying of pipes drains and sewers

only if such work forms part of a contract for the erection alteration maintenance or repair of buildings or structures by or on behalf of the Insured

- 2 the demolition of other structures not exceeding four metres in height and not forming part of any building

EXCEPTIONS

The Corporation will not be liable in respect of

- 1 any work of piling or water diversion or the use of explosives
- 2 the construction of roads or the laying of pipes drains and sewers undertaken as a separate contract
- 3 the construction alteration maintenance or repair of towers steeples chimney shafts blast furnaces viaducts bridges docks tunnels dams or reservoirs

J CIVIL ENGINEERING CONTRACTORS INCLUDING ROAD AND SEWER CONTRACTORS

The Corporation will not be liable in respect of

- 1 The demolition or partial demolition of a building or structure except
 - (a) structures not exceeding four metres in height and not forming part of any building
 - (b) for the purpose of erection reconstruction alteration maintenance or repair by or on behalf of the Insured

continued

Special Clauses *continued*

- 2 *any work of piling or water diversion or the use of explosives*
- 3 *the construction alteration maintenance or repair of towers steeples chimney shafts blast furnaces viaducts bridges docks tunnels dams or reservoirs*
- 4 *the making of excavations exceeding in any part the Depth Limit shown in the Schedule*

K HEIGHT LIMIT

The Corporation will not be liable in respect of work undertaken by any Person Employed at a height above ground level (or floor level in the case of work inside a building or structure) which exceeds the Height Limit shown in the Schedule

Customer Care

We care about the service that we provide for our customers, and our staff make every effort to maintain as high a standard as possible. Indeed the Customer Service Charter featured below sets out the level of service we strive to sustain.

Customer Service Charter

We aim to:

- provide a high quality, efficient and helpful service
- respond to all claims within two working days after intimation, either by telephone, letter or visit, whichever is most appropriate
- settle all valid claims in a professional and timely manner
- issue payments within five working days of our office agreeing settlement.

Complaints

Although we set ourselves high standards, if we do not meet your expectations and you are dissatisfied in some way we would like to know. If you follow the guidelines below, your complaint will be dealt with in the most efficient manner possible.

- Step 1** Speak first to the intermediary who arranged the policy for you, or to the Norwich Union office who handle your insurance. Have your policy or claim number ready as a reference.
- Step 2** If you remain dissatisfied, ask to speak to the manager at your local Norwich Union office. Our manager will give personal attention to your enquiry and point you in the right direction if you wish to take the matter further.
- Step 3** If the matter is still not put right, write to Customer Relations, Norwich Union, Pitheavlis, Perth, Scotland PH2 0NH, who will make sure that your case is examined thoroughly by senior management.
(Tel: (01738) 621202. Fax: (01738) 442659).

Notes:

Registered Insurance Brokers have their own Code of Conduct. If the insurance has been arranged for you by a Registered Insurance Broker and you are not satisfied with the way they have handled your insurance, you should contact the Insurance Brokers Registration Council (IBRC), Higham Business Centre, Midland Road, Higham Ferrers, Northamptonshire, NN10 8DW.
(Tel: (01933) 359083. Fax: (01933) 359077).

We at Norwich Union will try to ensure that every effort is made to answer your query fully, or resolve your complaint, but if you remain dissatisfied you can also ask the Association of British Insurers for help by contacting any of their regional offices, the address and telephone number of which may be found in the telephone directory, or by contacting the Consumer Information Department, Association of British Insurers, 51 Gresham Street, London EC2V 7HQ. (Tel: (020) 7600 3333).

Community Account Statement



Account name UNITED SYNAGOGUE ERUV COMMITTEE NORTH
WEST LONDON

Account number 80919705

1865 G004 UBA2 50 9561 002722

D SCHREIBER ESQ
9 WEST HEATH ROAD
LONDON
NW3 7UX

Statement for 17 Sep - 16 Oct 1998
Statement sheet 63 (issued on 19 Oct 1998)

Balance from 16 Sep 1998	1,242.81
Total payments - incl. commission charges	36,960.47
Commission charges	0.00
Total receipts - incl. interest	36,966.67
Gross interest received	6.20
Tax paid	0.00
Net interest received	6.20
Balance as at 16 Oct	1,249.01

Transactions in date order

Date	Description	Payments	Receipts	Balance
	Balance brought forward			1,242.81
21 Sep	Interest earned gross for the period 22 Jun - 20 Sep		6.20	1,249.01
30 Sep	New Treasury Deposit 88931055	36,960.47		
	Treasury Deposit Repayment 44476766		36,742.47	
	Treasury Deposit 44476766 Gross Int		218.00	1,249.01
16 Oct	Balance carried forward			1,249.01
	Total Payments/Receipts	36,960.47	36,966.67	

Barclays Bank PLC, Whetstone and Finchley Tel No 0181 273 4300 Whetstone and Finchley Group Sort Code 20-95-61

Barclays Bank PLC. Reg. No. 1026167. Registered in England. Reg. Office: 54 Lombard Street, London EC3P 3AH.



Registered Number	1081160	Subsidiary Number 0	Registration Date 16 Jun 2000
Charity Name	UNITED SYNAGOGUE ERUV COMMITTEE		MAIN
Governing Document	MEMORANDUM AND ARTICLES OF ASSOCIATION INCORPORATED 9 APRIL 1999, ALTERED BY A SPECIAL RESOLUTION DATED 23 MAY 2000		
Charitable Objects	THE CHARITY'S OBJECTS (OBJECTS) ARE TO ADVANCE THE ORTHODOX JEWISH FAITH IN PARTICULAR BY PROMOTING SABBATH OBSERVANCE AMONGST ADHERENTS OF THAT FAITH, BY: 3.1 THE ESTABLISHMENT AND MAINTENANCE OF AN ERUV; AND 3.2 PROMOTION OF ORTHODOX JEWISH TEACHING CONCERNING OBSERVANCE OF THE SABBATH.		
Area of Benefit	NOT DEFINED IN PRACTICE LONDON BOURUGH OF BARNET		
Area Of Operation	L LOCAL GREATER LONDON	BARNET	
Accs Period End Date	31/03	Last Accs Period End Date	Tax Office No.
Correspondent	GRAHAM SHUREK MORRIS 9 WEST HEATH ROAD LONDON NW3 7UX		
Bank Accounts	12-65-61 80919705	UNITED SYNAGOGUE ERUV COMMITTEE NORTH WEST LONDON	



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 3749885

The Registrar of Companies for England and Wales hereby certifies that
THE UNITED SYNAGOGUE ERUV COMMITTEE

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 9th April 1999

Certified a true and complete copy
of the original page/deed.

Fladgate Fielder - Solicitors

FF

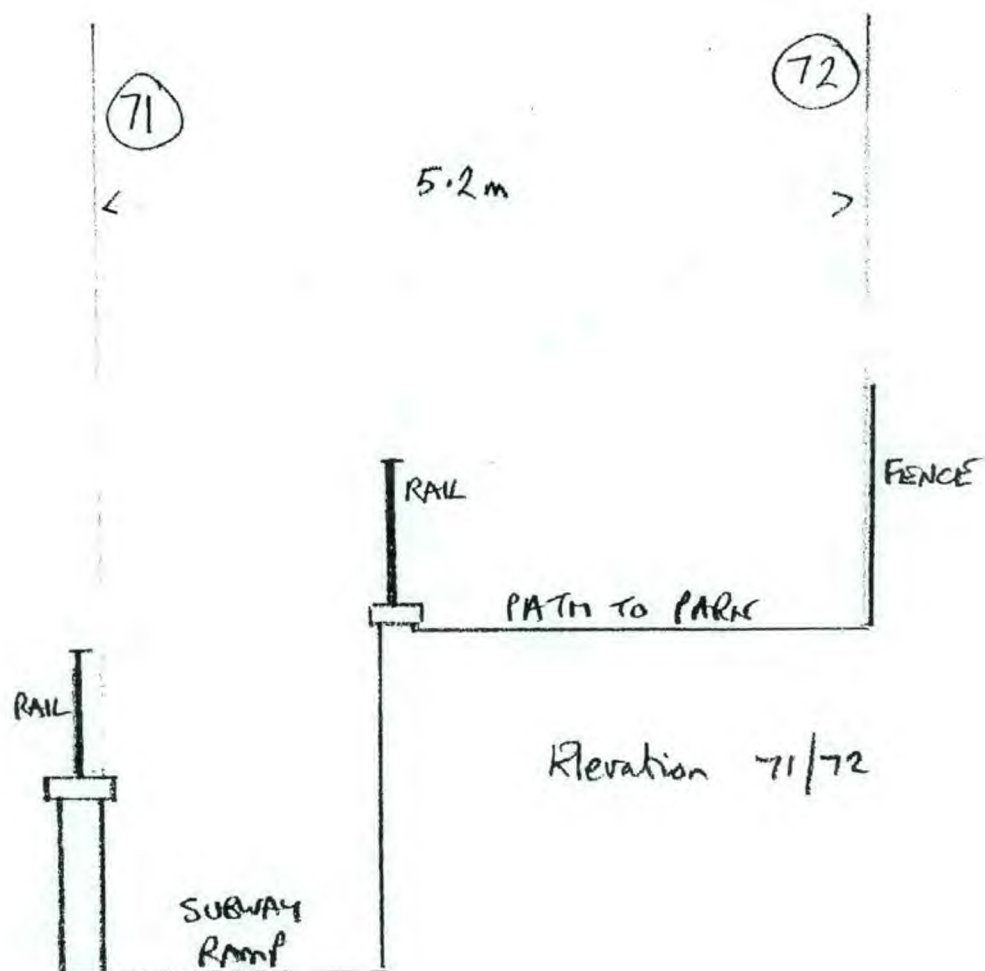
Dated 14/4/99

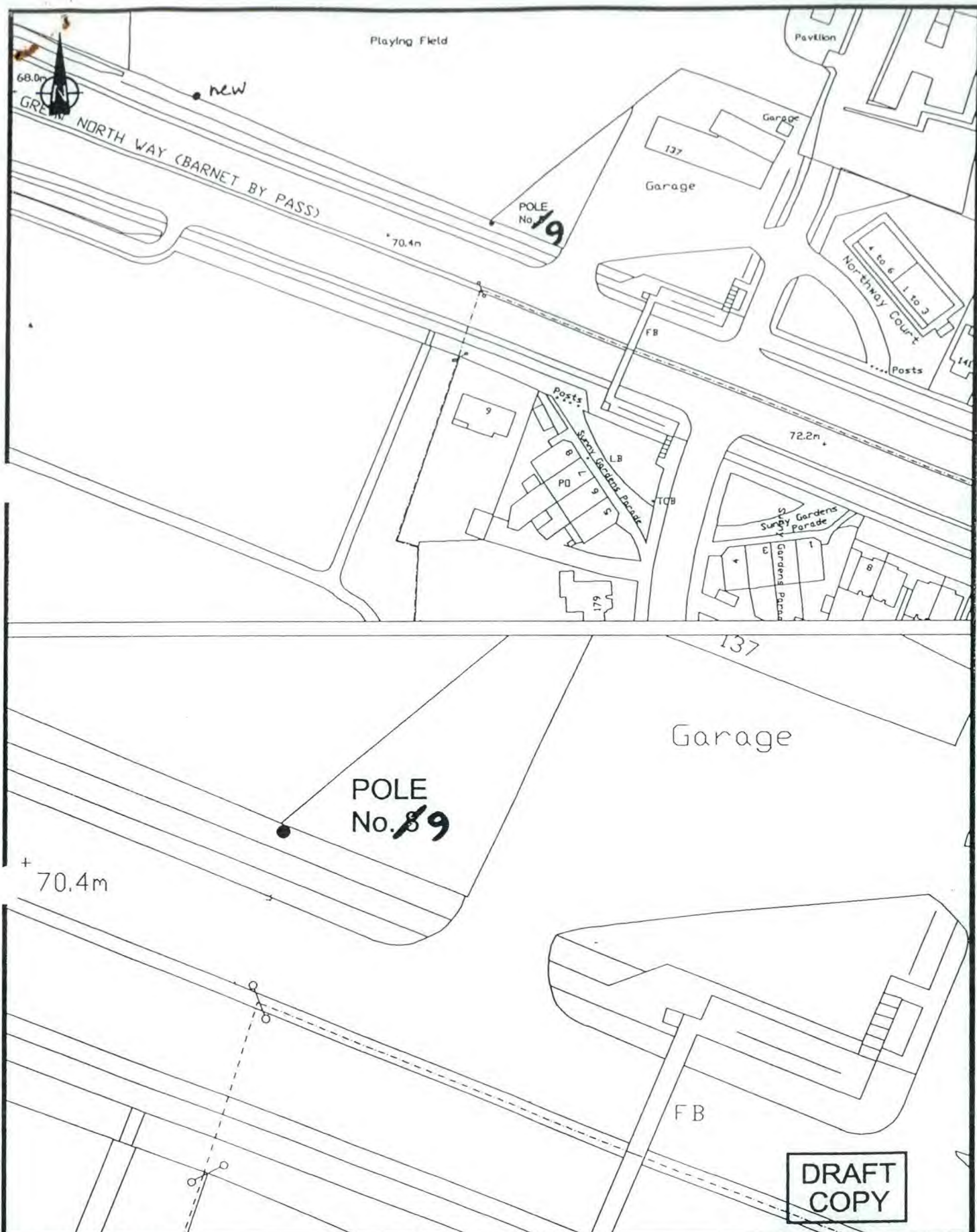


THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



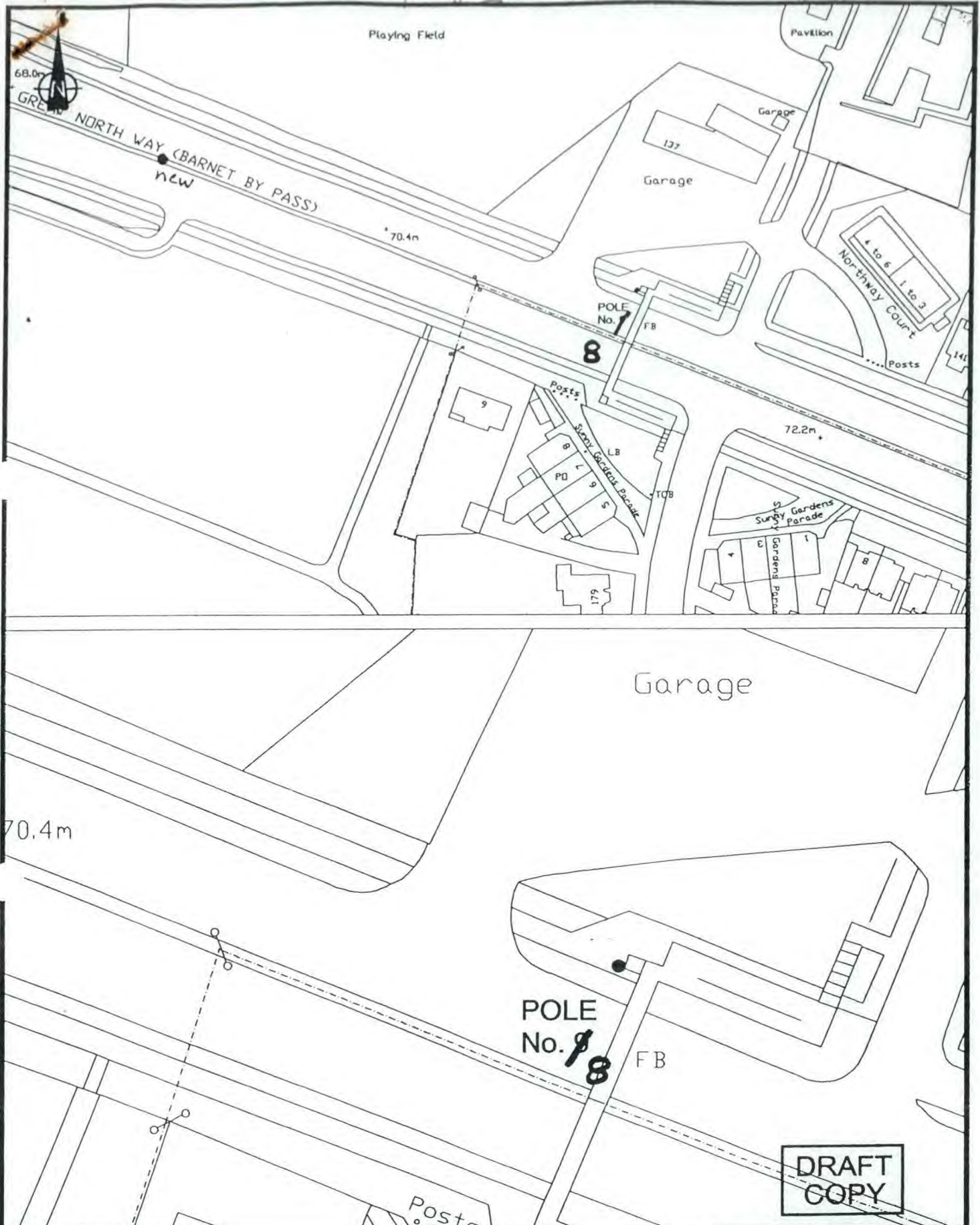
C O M P A N I E S H O U S E



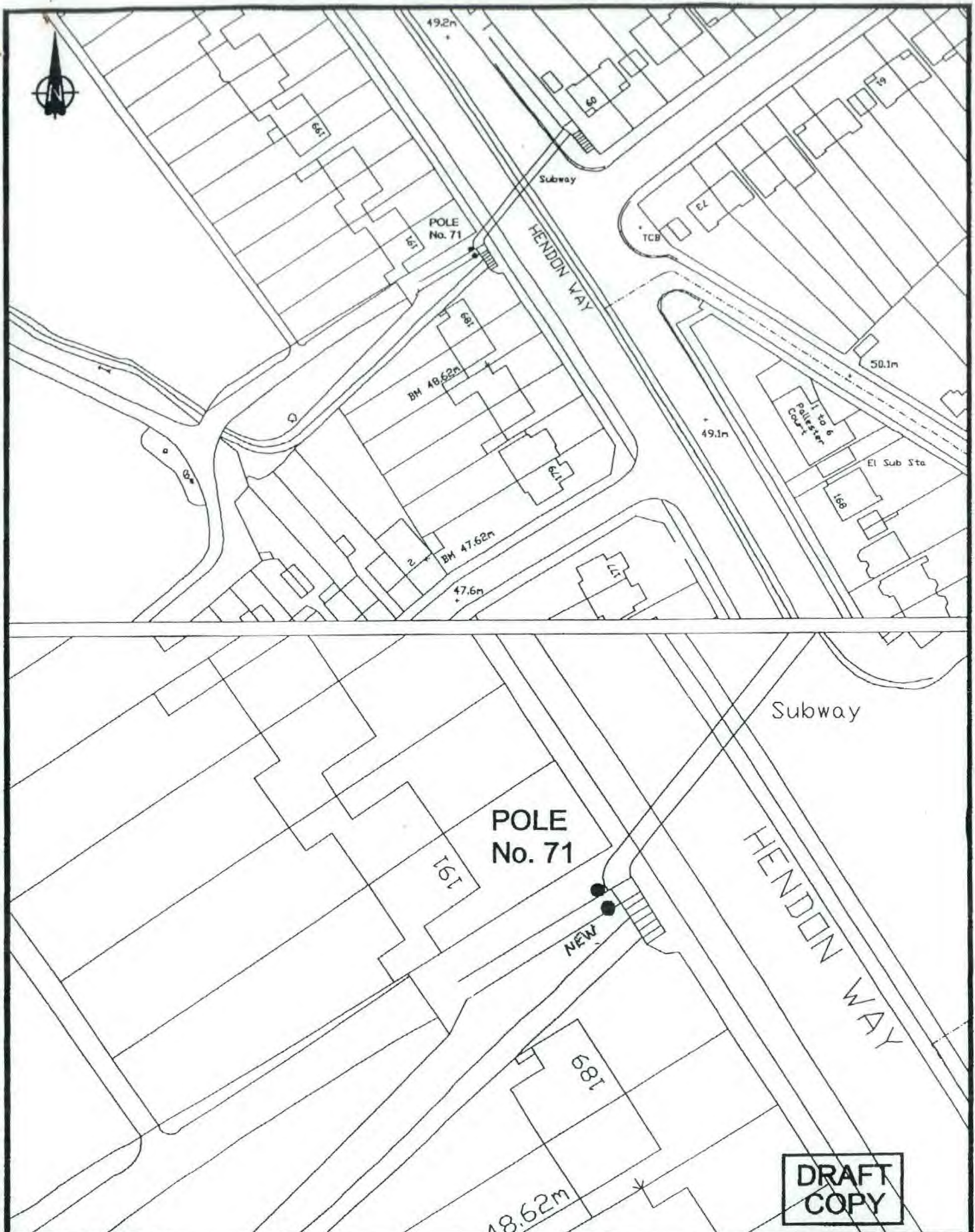


Initiated by JOK	SCHEME: THE UNITED SYNAGOGUE ERUV POLE No. 8 GREAT NORTH WAY (NORTH), HENDON, NW4	Anne Lippitt, BSc., Dip Tp., MRTPI Director of Environment	
Drawn by CB			
Checked by KEB	TITLE: PROPOSED ERUV LICENCE	Andrew Purcell, LLB MA Head of Development and Regeneration, Barnet House, 1255 High Road, Whetstone, London, N20 0EJ. Tel. 0181 359 2000	DRAWING No.
Date 24.5.99			Scales 1:1250 & 1:50
			Acadjob Ref. A/craft/21902_8.dwg

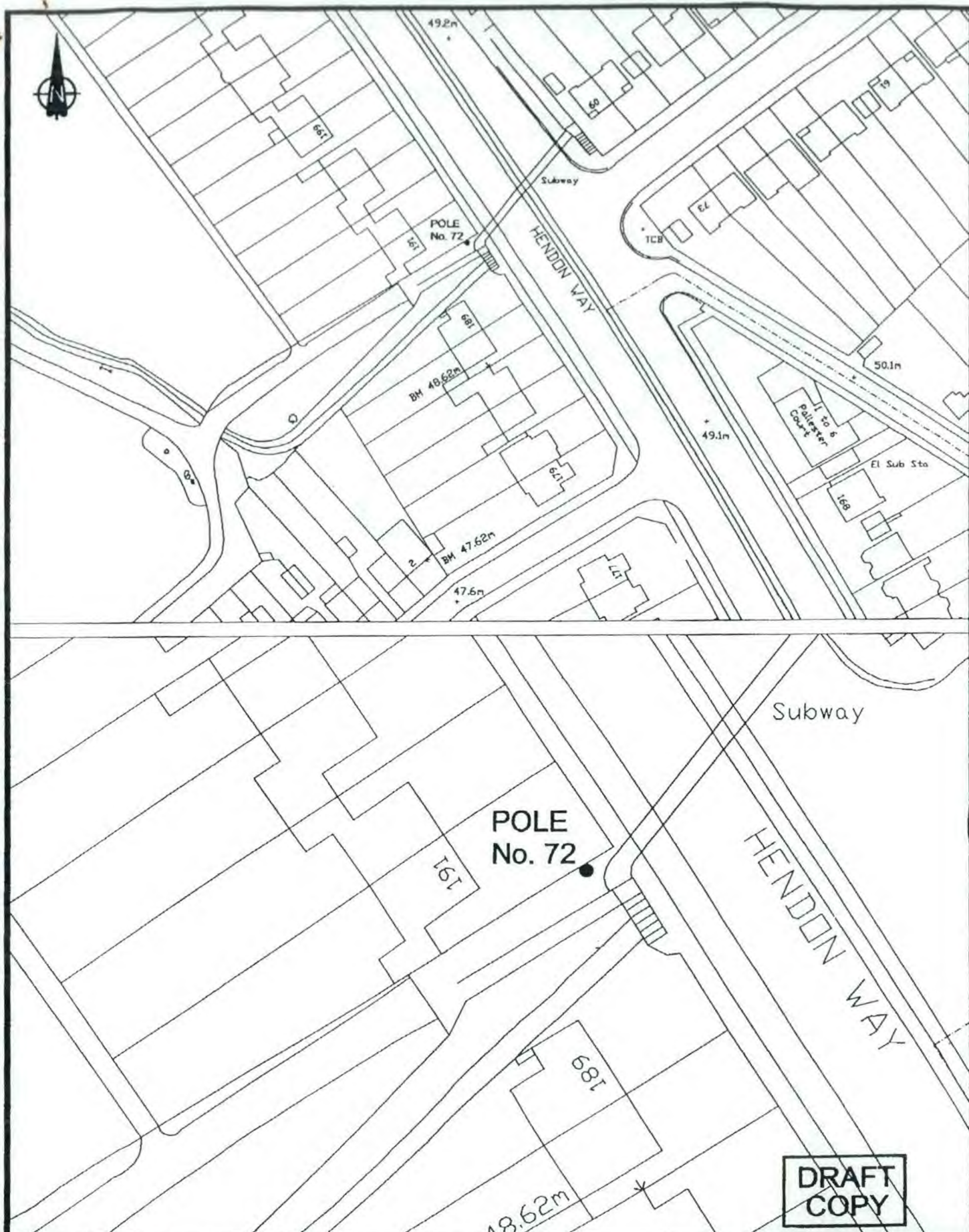
Accompanying Murdoch letter 22/2/00



Initiated by JDK	SCHEME: THE UNITED SYNAGOGUE ERUV POLE No. 9 GREAT NORTH WAY (NORTH), HENDON, NW4	Anne Lippitt, BSc., Dip Tp., MRTPI Director of Environment	
Drawn by CB			
Checked by KEB	TITLE: PROPOSED ERUV LICENCE	Andrew Purssell, LLB MA Head of Development and Regeneration, Barnet House, 1255 High Road, Whetstone, London, N20 0EJ. Tel. 0181 359 2000	DRAWING No.
Date 24.5.99			Scales 1:1250 & 1:50
			Acadjob Ref. kdraft/21902_9.dwg

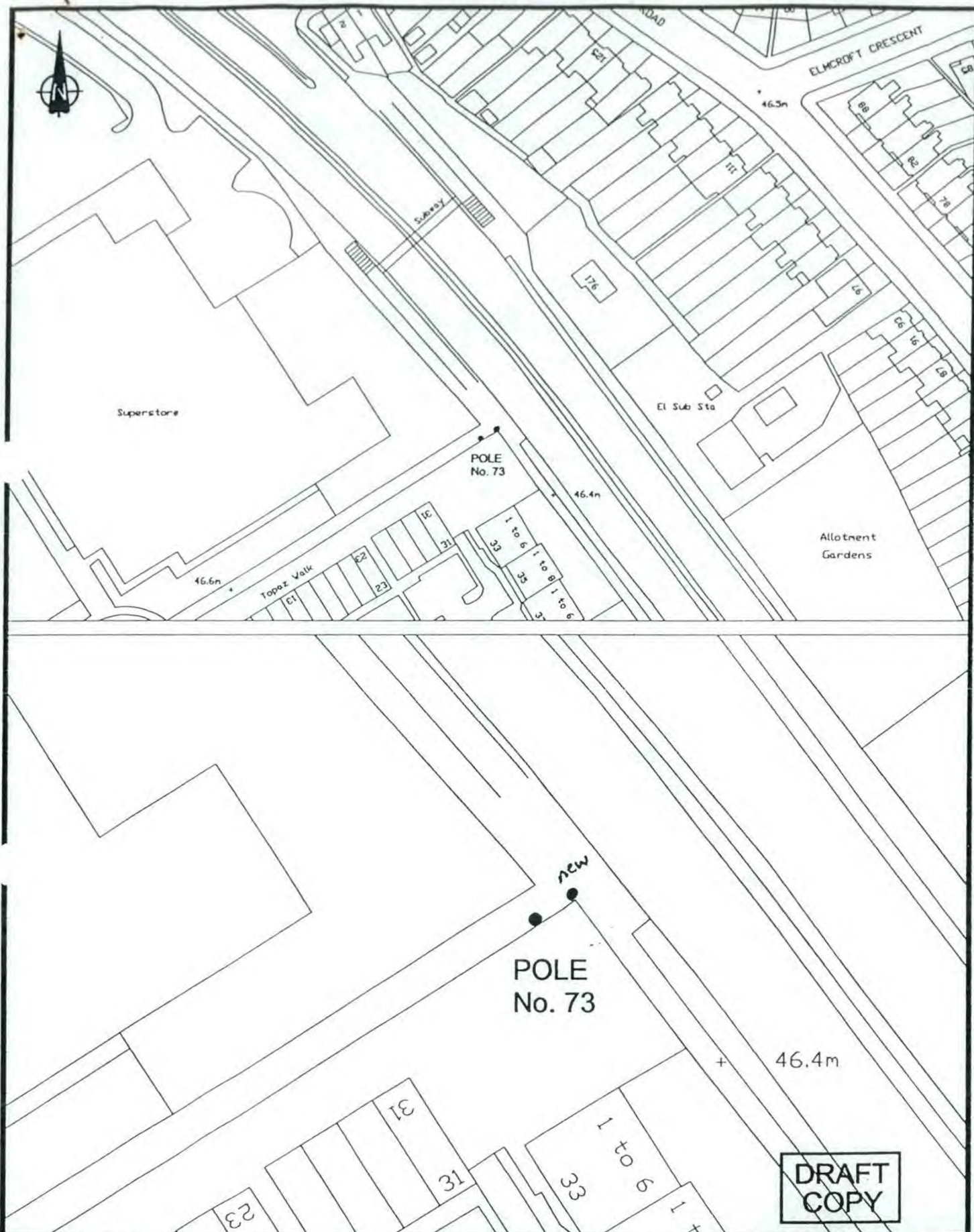


Initiated by JOK	SCHEME: THE UNITED SYNAGOGUE ERUV POLE No. 71 ENTRANCE FOOTPATH TO CLITTERHOUSE PLAYING FIELDS, CHILDS HILL, NW2	Anne Lippitt, BSc., Dip Tp., MRTPI Director of Environment	 SURVEY SECTION
Drawn by CB			
Checked by KEB	TITLE: PROPOSED ERUV LICENCE	Andrew Purcell, LLB MA Head of Development and Regeneration, Barnet House, 1255 High Road, Whetstone, London, N20 0EJ. Tel. 0181 359 2000	DRAWING No.
Date 25.5.99			21902/71
	Scales 1:1250 & 1:50		Acadlinh Ref 11/00/0007 71.dwg



**DRAFT
COPY**

Initiated by JDK	SCHEME: THE UNITED SYNAGOGUE ERUV POLE No. 72 ENTRANCE FOOTPATH TO CLITTERHOUSE PLAYING FIELDS, CHILDS HILL, NW2	Anne Lippitt, BSc., Dip Tp., MRTPI Director of Environment	 LONDON BOROUGH SURVEY SECTION
Drawn by CB			
Checked by KEB	TITLE: PROPOSED ERUV LICENCE	Andrew Purcell, LLB MA Head of Development and Regeneration, Barnet House, 1255 High Road, Whetstone, London, N20 0EJ. Tel. 0181 359 2000	DRAWING No.
Date 25.5.99			Scales 1:1250 & 1:50
			AcadJob Ref. Adraft/21902_72.dwg



Initiated
by JOK

Drawn
by CB

Checked
by KEB

Date

SCHEME:
THE UNITED SYNAGOGUE ERUV
POLE No. 73
FOOTPATH AT REAR OF "TESCO",
HENDON WAY, CHILDS HILL, NW2

TITLE:
PROPOSED ERUV LICENCE

Scales 1:1250 & 1:50

Anne Lippitt, BSc., Dip Tp., MRTPI
Director of Environment

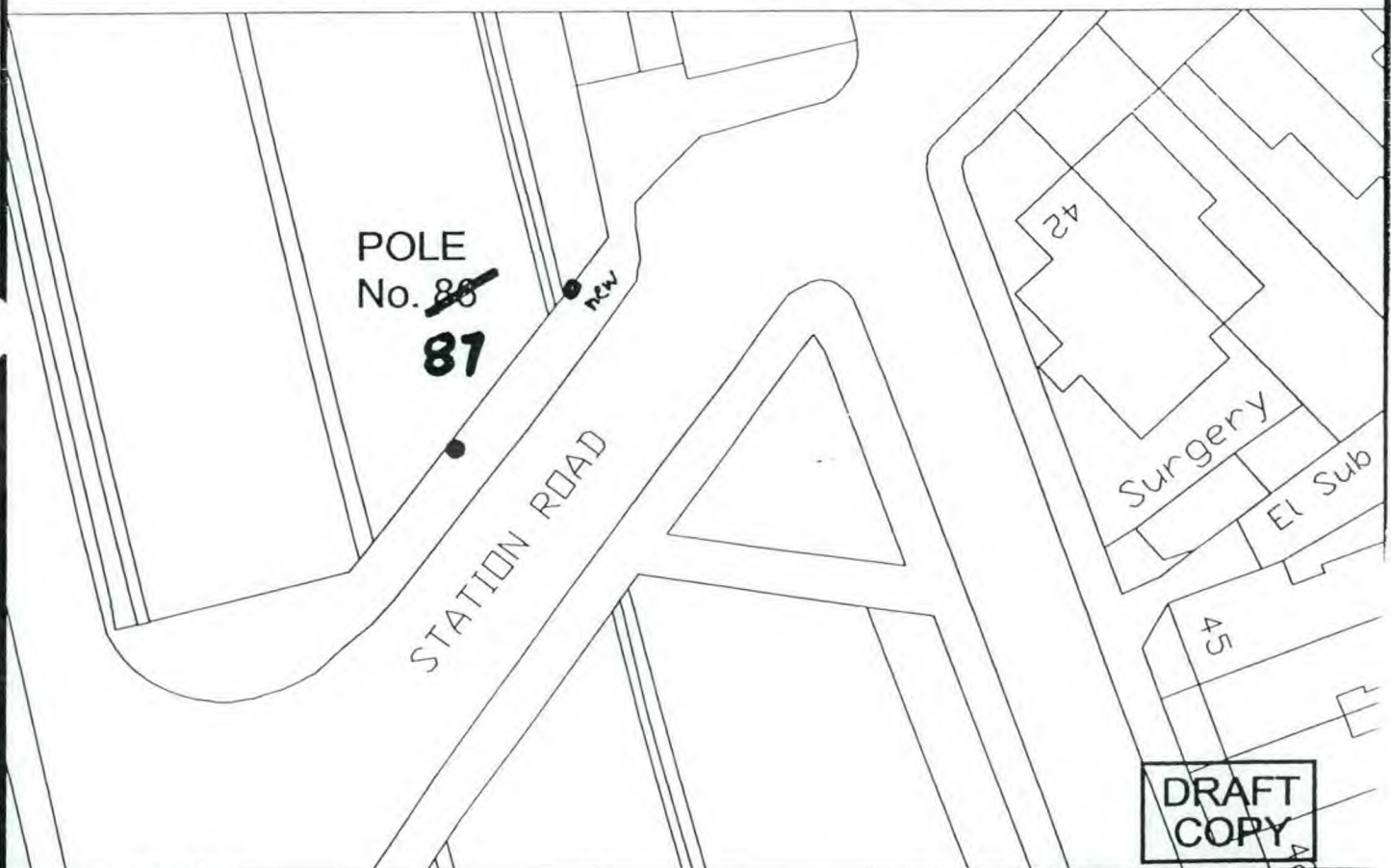
Andrew Pursell, LLB MA
Head of Development and Regeneration,
Barnet House,
1255 High Road,
Whetstone, London, N20 0EJ.
Tel. 0181 359 2000

BARNET
LONDON BOROUGH
SURVEY SECTION

DRAWING No.

21902/73

Acadiob Ref. kinfu21902_73.dwg



Initiated by JDK Drawn by CB Checked by KEB Date 15.6.99	SCHEME: THE UNITED SYNAGOGUE ERUV POLE No. 86 STATION ROAD, HENDON, NW4 TITLE: PROPOSED ERUV LICENCE Scales 1:1250 & 1:50	Anne Lippitt, BSc., Dip Tp., MRTPI Director of Environment Andrew Pursell, LLB MA Head of Development and Regeneration, Barnet House, 1255 High Road, Whetstone, London, N20 0EJ. Tel. 0181 359 2000	DRAWING No. 21902/86 87 Acadjob Ref. Hdrft/21902_86.dwg
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Gren Probleme 12/12/89

① Sunny Hill Park

Enclose Park & individual
fences

Change Gren boundary to
motorway but need for
planning permission.

② Tesco

Arch needed - ? Goldmeier
Barwin heighten

Need to move one pole 3 yds

③ Bendor Golf Course

fernside ? other faze

④ Highgate Golf Course

check ~~perimeter~~ perimeter fence

הקשבה אמיתית * מקצוענות ומצוינות * חדשנות ויצירתיות * יוזמה * שירות מעולה





Station Road

move poles

הקשבה אמיתית * מקצוענות ומצוינות * חדשנות ויצירתיות * יוזמה * שירות מעולה

ISRAEL DISCOUNT BANK



בנק דיסקונט לישראל

THE UNITED SYNAGOGUE

ERUV COMMITTEE



Internal Memo – Meeting 12 12 99

Dayan Ehrentreu, Rabbi Conway, Graham Morris, Edward Black, Alan Perrin, David Schreiber

Issues arising from Eruv Survey completed 1st December 99

Site	Ref	Issue	Action
Sunnyhill Park	26 -28	Gaps in house fences backing on park Driveway opened to park	AP to prepare and circulate internally letter to Council to deal with last changes including change to Sunnyhill using A41 to Great North Way intersection. EB to discuss letter with Melvyn Cohen for his recommendation of best way to proceed with Barnet
Tesco	21	Pedestrian Gateway	EB to discuss with Michael Goldmeier of Berwin Leighton for Tesco to install, or allow us to install arch
Highgate, Bishop's Avenue	4-10	Dilapidated fencing	DS to ask David Marriot to take Rabbi Conway onto course to inspect integrity of existing club fence
Hendon Golf Club	33	Fernside Court	DS to arrange re-fencing once licence granted
		Inspection of properties backing onto course	Access available from Ashley Lane for inspection say every 6 months
Hampstead Heath		Letter of objection	EB to speak to Steven Oats and forward correspondence to DS. DS to contact PL

9 WEST HEATH ROAD LONDON NW3 7UX

Tel 0171-433 3434 Fax 0171-433 3934

Committee
(Sub-Committee Chairmen)

Rabbinic Panel

Supervisory Authority

United Synagogue Liaison

Laurence Begner (Ner Yisrael), Brian Berenblut (Technical), Edward Black (Public Relations), Joe Bloomberg, David Cohen, Daniel Drukarz, Alfie Frel, Jeremy Hershkorn, (Hampstead Garden Suburb), Stephen Lambert (Hendon), David Marriot, Graham Morris (Legal), Leo Noé (Bridge Lane) Michael Posen (Golders Green), David Rosenberg (Beis Yisrael), David Schreiber (Finance), Syma Weinberg, Michael Weinstein (Finchley)

Rabbi Ephraim Mirvis (Finchley); Rabbi Edward Jackson (Hampstead Garden Suburb), Rabbi Sidney Silberg (Hendon), Rabbi Alan Kimche (Ner Yisrael)

Chief Rabbi Dr. Jonathan Sacks, Dayan Chanoch Ehrentreu, Head of the London Beth Din

Elkan Levy (President)

Technical Officer Alan Perrin B.Sc.

PUBLIC AND PRODUCTS LIABILITY

DEFINITIONS

Wherever the following terms appear in this Cover they are held to mean as stated

LIABILITY

Liability at law

EMPLOYEE

Any

- (a) person under a contract of service or apprenticeship with the Insured
- (b) labour master or labour only subcontractor or person supplied by them
- (c) self employed person for labour only
- (d) person under work experience or youth training schemes
- (e) person hired or borrowed by the Insured from another employer

THE BUSINESS

The Business includes the ownership and occupation of property in connection with the Business the provision and management of canteen social sports and welfare organisations for the benefit of the Employees first aid security fire and ambulance services and private work undertaken with the Insured's consent by any Employee for a director partner or official of the Insured

INJURY

Bodily injury death shock illness or disease

PRODUCT

Anything

- (a) manufactured sold supplied or financed including containers and packaging
- (b) constructed erected or installed
- (c) repaired serviced tested cleaned or processed by the Insured or an Employee

COVER

PUBLIC LIABILITY

Liability for damages and claimants costs and expenses in respect of

- (a) accidental Injury to any person
- (b) accidental loss of or damage to material property
- (c) accidental obstruction trespass or nuisance arising in connection with the Business and occurring during any period of insurance

PRODUCTS LIABILITY

Liability for damages and claimants costs and expenses in respect of

- (a) Injury to any person
- (b) loss of or damage to material property
- (c) loss of profits sustained by any person as a result of a claim paid or admissible under (a) and/or (b) above occurring anywhere in the world in connection with the Business during the period of insurance and caused through any Product

LIMITS OF LIABILITY

PUBLIC LIABILITY

The liability of the Insurer for damages in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause will not exceed the amount stated in the schedule

PRODUCTS LIABILITY

The liability of the Insurer for damages will not exceed in any one period of insurance the amount stated in the schedule

STANDARD EXCLUSIONS - See also General Exclusions

This Cover excludes liability

EMPLOYERS LIABILITY

arising as a result of Injury to any Employee when such Injury arises out of and in the course of his/her employment by the Insured or while engaged on behalf of the Insured

OWN PROPERTY

in respect of loss of or damage to property belonging to or hired by the Insured

POLLUTION OR CONTAMINATION

arising out of pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance provided that

- (a) all pollution or contamination arising out of such incident will be deemed to be one occurrence irrespective of the length of time or number of periods of insurance over which such pollution or contamination occurs
- (b) the liability of the Insurer for all damages payable arising out of all pollution or contamination which is deemed to have occurred during any one period of insurance will not exceed the amount stated in the schedule

For the purpose of this exclusion pollution or contamination will be deemed to mean

- (i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (ii) all loss or damage or Injury directly or indirectly caused by such pollution or contamination

PROFESSIONAL INDEMNITY

arising out of design specification advice or supervision given or undertaken for a fee

CUSTODY OR CONTROL

in respect of loss of or damage to property in the custody or control of the Insured or an Employee other than

- (a) Employees property
- (b) visitors property while temporarily on or about the Insured's premises (other than for servicing cleaning alteration repair inspection or storage)
- (c) buildings (together with the contents thereof) temporarily occupied by the Insured or an Employee for the purposes of being worked on
- (d) any premises (including fixtures and fittings but not other contents) leased hired or rented to the Insured excluding any liability which attaches to the Insured by reason of an express term of any contract unless such liability would have attached to the Insured notwithstanding such term

EXCESS £100 other than in respect of loss or damage by fire or explosion

Public Liability Cover also excludes liability

PRODUCTS

arising through or in respect of loss of or damage to any Product after it has ceased to be in the Insured's custody or control (other than food or drink for consumption on the Insured's premises)

OTHER INSURANCE

in respect of loss of or damage to any property for which the Insured is required to effect insurance (other than Public Liability insurance) by the terms of any contract

PENALTIES

in respect of liquidated damages or damages awarded under any penalty clause

AIRCRAFT/WATERCRAFT

arising out of the ownership possession or use by or on behalf of the Insured of any

- (a) aircraft or hovercraft
- (b) drilling platform or rig
- (c) watercraft provided that this exclusion will not apply to watercraft up to 8 metres in length and pontoons which are not more specifically insured

GEOGRAPHICAL LIMITS

arising outside the Geographical Limits except when liability arises through the conduct of the Business on a temporary basis by Employees who are permanent residents of the territories defined within the Geographical Limits and where the granting of such indemnity is not contrary to any law government order or decree of the country concerned

MOTOR VEHICLES

arising out of the ownership possession or use by or under the control of the Insured of any mechanically propelled vehicle for which insurance or security under any Road Traffic Act legislation is required

Provided that this exclusion shall not apply

- (a) while such vehicle is being used as a tool of trade (except in respect of liability which is compulsorily insurable under any Road Traffic Act legislation)
 - (b) in respect of the loading or unloading of or the delivery or collection of goods in connection with the loading or unloading of such vehicle
 - (c) in respect of the movement of any such vehicle not the Insured's property which is interfering with the performance of the Business
- except where more specifically insured in whole or in part by any other insurance policy

Products Liability Cover also excludes liability

CONTRACTUAL LIABILITY

attaching to the Insured by contract other than any liability attaching solely by reason of any contractual condition or warranty implied by law

THE PRODUCT

- (a) in respect of loss of or damage to and the cost incurred by anyone in removing repairing rectifying replacing or re-applying any Product necessitated by any defect therein or the harmful nature or unsuitability thereof
- (b) caused through any Product while in the Insured's custody or control

AIRCRAFT PRODUCTS

caused through any Product which with the Insured's specific knowledge is incorporated in any aircraft

USA/CANADA PRODUCTS

caused through any Product which with the Insured's specific knowledge is directly or indirectly exported to the United States of America or Canada

SPECIFIC EXCLUSIONS

PROPERTY DAMAGE EXCESS

Public Liability Cover excludes the first £250 in respect of loss of or damage to property caused through the carrying on of any trade process (other than collection or delivery) by the Insured or any Employee elsewhere than on the Insured's premises

BASIS OF SETTLEMENT

INDEMNITY

The Insurer will indemnify the Insured

STANDARD EXTENSIONS

Subject to the terms of this policy the following extensions to Cover apply

ADDITIONAL PARTIES INDEMNIFIED

The Insurer will also indemnify

- (a) personal representatives of the Insured against liability incurred by the Insured
 - (b) any public authority company firm or person to the extent required by any contract or agreement entered into by the Insured (not applicable to Products Liability)
 - (c) any director partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Cover if the claim had been made directly against the Insured
 - (d) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid security fire and ambulance services in their respective capacities as such
 - (e) officials members leaders instructors and visitors where the Insured is a club or social or religious organisation
- who will as though they were the Insured be subject to the terms of this policy so far as they can apply

CROSS INDEMNITY

Where more than one party is indemnified under this Cover the indemnity provided applies as if separate Covers had been issued to each party but the total liability of the Insurer for all claims will not exceed the Limit of Liability stated in the schedule

COSTS

The Insurer will also pay

- (a) all costs and expenses
 - (b) solicitors fees for
 - (i) representation at a Coroners Court Fatal Accident or Ministry Inquiry
 - (ii) the defence in a Court of Summary Jurisdiction of proceedings arising out of an alleged breach of statutory duty
- incurred with its written consent and relating to any claim which may be the subject of indemnity under this Cover

COMPENSATION FOR COURT ATTENDANCE

In the event of any director partner or Employee of the Insured attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Cover the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

- (a) any director or partner £100 per day
- (b) any Employee £50 per day

UNSATISFIED COURT JUDGEMENTS

In the event of a judgement for damages being obtained by any Employee or the personal representatives of any Employee in respect of Injury to the Employee caused during any period of insurance and occurring in connection with the Business against any person or company based in the Geographical Limits in any court situate in the said territories and remaining unsatisfied in whole or in part 6 months after the date of such judgement the Insurer will pay to the Employee or the personal representatives of the Employee at the Insured's request the outstanding amount

Provided that

- (a) there is no appeal outstanding
- (b) after making any payment the Insurer may enforce the unsatisfied judgement for its own benefit
- (c) this extension shall not apply to any claim arising out of any mechanically propelled vehicle for which insurance or security under any Road Traffic Act legislation is required

LEGAL COSTS (HEALTH AND SAFETY AT WORK ETC ACT 1974)

The Insurer will indemnify the Insured or at the Insured's request any director or Employee of the Insured in respect of legal costs and expenses awarded and incurred with the Insurer's written consent in connection with the defence of a prosecution including an appeal against any conviction resulting from proceedings brought under the Health and Safety at Work etc Act 1974 (or under similar legislation in Northern Ireland Channel Islands or Isle of Man) occurring during the period of insurance and arising out of and in the course of the Business

Provided that the Insurer will be under no liability

- (i) where indemnity is provided by any other policy
- (ii) where the prosecution is in respect of any deliberate or intentional criminal act or omission
- (iii) in respect of fines or penalties of any kind

LEGAL COSTS (CONSUMER PROTECTION ACT 1987)

The Insurer will indemnify the Insured and at Insured's request any director partner or Employee of the Insured in respect of legal costs and expenses incurred with the Insurer's written consent in connection with the defence of a prosecution including an appeal against any conviction resulting from proceedings brought under Part II of the Consumer Protection Act 1987

Provided that this indemnity will not apply

- (a) where indemnity is provided by any other insurance
- (b) in respect of fines or penalties of any kind
- (c) where the prosecution is consequent upon any deliberate or intentional act or omission

Public Liability Cover also extends to include

DEFECTIVE PREMISES ACT

in respect of liability arising out of the ownership of premises in the event of any premises being disposed of by the Insured prior or subsequent to the inception of this Cover such indemnity will apply to liability which devolves upon the Insured by reason of the Defective Premises Act 1972 or similar legislation provided that

- (a) such liability is not otherwise insured
- (b) the Insurer will not be liable in respect of the costs incurred by anyone in removing rebuilding repairing rectifying or replacing any such premises

MOTOR CONTINGENT LIABILITY

the Insured's liability arising out of the use of any motor vehicle owned by an Employee and being used in the course of the Business

Excluding

- (a) loss of or damage to any such vehicle or to property conveyed therein or thereon
- (b) any liability while such vehicle is being
 - (i) driven by the Insured
 - (ii) driven with the general consent of the Insured or the Insured's representatives by any person who to the knowledge of the Insured or such representatives does not hold a licence to drive such a vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (iii) used elsewhere than in the United Kingdom Channel Islands or Isle of Man

The insurance granted by this extension will not extend to indemnify Employees

OVERSEAS PERSONAL LIABILITY

liability incurred in a personal capacity while temporarily outside the Geographical Limits in connection with the Business

Provided that this indemnity will not apply

- (a) to liability arising out of the ownership or occupation of land or buildings
- (b) where indemnity is provided by any other insurance

SPECIFIC EXTENSIONS

DATA PROTECTION ACT 1984

The definition of Injury under the Public Liability Cover extends to include liability for accidental damage and distress under sections 22 and 23 of the Data Protection Act 1984

Provided that

- (a) the liability arises from data for which the Insured are registered under the Act
- (b) the Insured are not in business as a Computer Bureau
- (c) the Insured do not supply data for a fee other than to a data subject
- (d) in respect of such accidental damage and distress the liability of the Insurer will not exceed £50000 during any period of insurance

WRONGFUL ACCUSATION OF SHOPLIFTING

The definition of Injury shall extend to include liability for accidental damage and distress caused by wrongful accusation of shoplifting false arrest and false imprisonment or detention

Provided that the liability of the Insurer shall not exceed £25000 in any one period of insurance

CONDITIONS APPLYING TO THIS COVER - See also General Conditions

INSURERS RIGHT TO PAY LIMIT

The Insurer may at any time pay to the Insured in connection with any claim or series of claims the amount of the Limit of liability (after deduction of any sum or sums already paid as damages) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer will relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses recoverable or incurred prior to the date of such payment

OTHER INSURANCE

If any claim under this Cover is also insured in whole or in part by any other existing insurance the liability of the Insurer will be limited to any excess beyond the amount which would have been payable under such other insurance had this Cover not been effected

DECLARATION (ANNUAL) AND PREMIUM ADJUSTMENT

The premium in respect of this Cover is provisional being based upon estimates provided by the Insured and is subject to adjustment at the end of each period of insurance as follows

The actual amounts will be accurately recorded by the Insured such record being at all times available to the Insurer for inspection

On the expiry of each period of insurance the Insured will within 30 days declare to the Insurer such particulars and information as the Insurer may require whereupon the premium will be adjusted and the difference paid by or returned to the Insured as the case may be subject to any minimum premium required

RESIDENCE

Cover will only apply if the Insured is resident within the Geographical Limits

FIRE PRECAUTIONS

It is a condition precedent to liability that in respect of the use or application of heat including the use of blow lamps blow torches and welding or flame cutting equipment away from the Insured's premises the following precautions are taken

- (a) Before starting work

- (i) The Insured will appoint an Employee on each site to be responsible for fire safety and for seeing that precautions are taken who will obtain from the person in charge at each site permission to start work

- (ii) All the Insured's Employees on each site will be made aware of the location of the site's fire alarms and fire fighting equipment

- (iii) The Insured's appointed person will examine all property in the vicinity including the area on the other side of any wall or partition to ensure that no combustible material is in danger of ignition either directly or by conducted heat
- (iv) The area will be cleared of all movable and/or combustible materials to a distance of not less than 15 metres from the point of application of heat
Combustible materials which cannot be moved must be covered and fully protected by overlapping sheets or screens of non-combustible material
- (b) During the progress of the work
 - (i) The Insured will arrange for a person to work alongside the operative(s) using the equipment to see that there is no outbreak of fire and will have available for immediate use at least two buckets of dry sand and a hose connected to the nearest hydrant with the supply of water turned on and controlled at the nozzle of the hose Where water would aggravate a fire or explosion or where there is no water supply there will be available for immediate use at the site of the operations at least two suitable fully charged fire extinguishers
 - (ii) The lighting of all blow lamps blow torches and cutting equipment will be carried out strictly in accordance with the manufacturers instructions and no piece of lighted equipment will be left unattended
 - (iii) Gas cylinders not required for immediate use will be kept outside the building in which the work is taking place and in any event at least 15 metres from the point of application of heat
- (c) After ceasing work
Upon completion of the application of heat a continuous examination for a period of one hour will be made of
 - (i) the immediate vicinity of the work i.e. within a radius of 15 metres
 - (ii) the area on the other side of any wall or partition to ensure that there is no risk of fire

GENERAL DEFINITION

GEOGRAPHICAL LIMITS

Wherever the term Geographical Limits is used in this policy it means the United Kingdom Channel Islands and the Isle of Man

GENERAL EXCLUSIONS

This policy does not cover

WAR AND SIMILAR RISKS (not applicable to Employers Liability Cover)

any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or loot or pillage in connection therewith confiscation or destruction requisition nationalisation or seizure by order of the Government or any Public Authority

RADIOACTIVITY

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

SONIC BANGS

loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds or consequential loss resulting therefrom

TERRORISM (not applicable to Legal Liabilities Covers)

loss destruction or damage (referred to in this exclusion as Damage) or consequential loss resulting therefrom

- (a) in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 by fire or explosion caused by or happening through or in consequence directly or indirectly of Terrorism except to the extent stated in the General Special Provision - Terrorism
- (b) in Northern Ireland caused by or happening through or in consequence directly or indirectly of
 - (i) riot civil commotion and (except in respect of Damage by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons
 - (ii) Terrorism

For the purposes of this policy Terrorism means any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

In any action suit or other proceedings where the Insurer alleges that by reason of this definition any Damage or consequential loss is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that such Damage or consequential loss is covered (or is covered beyond that limit of liability) will be upon the Insured

This exclusion does not apply to Damage occurring in the Channel Isles or the Isle of Man

MARINE RISKS

property which at the time of the happening of loss destruction or damage is insured by or would but for the existence of this policy be insured by any

Marine policy or policies except in respect of any excess beyond the amount which would have been payable under the Marine policy or policies had this insurance not been effected

EXCESS

the amount of any excess stated in

(a) the Schedule or

(b) any Cover (unless amended in the Schedule)

in respect of each and every claim as ascertained after the application of all other terms of the policy including any Underinsurance Condition

It is a condition precedent to any liability of the Insurer that the Insured does not effect insurance in respect of any excess

GENERAL SPECIAL PROVISION

TERRORISM

Subject otherwise to the terms of the policy the insurance by the Covers stated in the Property Engineering and Earnings Schedules applicable to this policy includes Damage in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 by fire or explosion caused by or happening through or in consequence of Terrorism as defined in the General Exclusion - Terrorism

provided that the liability of the Insurer will not exceed in respect of any one occurrence of Terrorism

(a) unless otherwise stated in the Schedule

(i) under the Covers stated in the Property and Engineering Schedules

(A) in respect of Damage to buildings including completed structures insured by a Contract Works Cover £100000 in total

(B) in respect of Damage to other property £100000 in total

(ii) under the Covers stated in the Earnings Schedules other than Book Debts £100000 in total

(iii) under a Book Debts Cover £100000

or

(b) any limit of liability or sum insured stated in the policy

whichever is lower

Automatic reinstatement of cover does not apply to the insurance provided by this Special Provision

GENERAL CONDITIONS

CLAIMS CONDITIONS

FRAUDULENT CLAIMS

If any claim under this policy is in any respect fraudulent or if fraudulent means are used by the Insured or anyone acting on their behalf to obtain any benefit under this policy or if any loss destruction or damage is caused by the wilful act or with the connivance of the Insured all benefit under this policy will be forfeited

RESPONSIBILITIES OF THE INSURED

- (a) On the happening of an event for which a claim is or may be made under this policy the Insured will
 - (i) give written notice to the Insurer without unnecessary delay
 - (ii) give immediate notice to the police authority in respect of malicious damage robbery theft or fraud
 - (iii) supply the Insurer with full details of any loss destruction or damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons within 7 days
 - (iv) take all practical steps to
 - (A) avoid minimise or check any injury disease loss destruction damage or interference with or interruption to the business
 - (B) discover and take action against any person(s) responsible
 - (C) trace and recover any property lost
 - (v) retain unaltered and unrepaired anything in any way connected with such event for such time as the Insurer may reasonably require
 - (vi) within 30 days of the event (or in respect of Consequential Loss insurance within 30 days of the expiry of the indemnity period) unless a further time has been allowed in writing by the Insurer at their own expense provide to the Insurer full particulars of the claim together with details of any concurrent insurances
 - (vii) at their own expense supply all information evidence and assistance (including if requested a statutory declaration of the truth of the claim) as the Insurer may reasonably require
 - (viii) notify or forward to the Insurer immediately on receipt every letter claim writ summons and/or process in connection therewith
 - (ix) give immediate written notice to the Insurer on being advised of any impending prosecution inquest Fatal Accident or Ministry Inquiry in connection with any accident for which there may be liability under this policy
 - (x) at the Insurer's expense submit to medical examination as often as is necessary as will all insured Persons if the Personal Accident Cover is operative
- (b) Any claimant under this policy will at the request and expense of the Insurer take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Insurer
- (c) The Insured will refund to the Insurer such a proportion of the amount paid in settlement of the claim as any amount recovered from another party bears to the amount of the loss destruction or damage
- (d) If the terms of this condition have not been complied with
 - (i) no claim under this policy will be payable and
 - (ii) any payment on account of the claim already made will be repaid to the Insurer immediately

RIGHTS OF THE INSURER

- (a) On the happening of an event in respect of which a claim is or may be made the Insurer and any person authorised by the Insurer may without thereby incurring any liability or diminishing any of the Insurer's rights under this policy enter take or keep possession of the premises where such event has occurred and take possession of or require to be delivered to the Insurer any property insured and deal with such property for all reasonable purposes and in any reasonable manner

No claim under this policy will be payable unless the terms of this condition have been complied with

No property may be abandoned to the Insurer whether taken possession of by the Insurer or not

- (b) No admission offer promise payment or indemnity may be made or given by or on behalf of the Insured without the written consent of the Insurer

The Insurer is entitled to take over and conduct in the Insured's name the defence or settlement of any claim or to prosecute in their name for its own benefit any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim

- (c) If any property is to be reinstated or replaced by the Insurer the Insured will at their own expense provide all such plans documents books and information as may reasonably be required
The Insurer is not bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and will not in any case be bound to expend in respect of any property more than its sum insured

ARBITRATION

Except as regards claims in respect of Personal Accident Benefits if any difference arises as to the amount to be paid under this policy (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed by the parties in accordance with the appropriate statutory provisions in force at the time

Where any difference is by this condition to be referred to arbitration the making of any award is a condition precedent to any right of action against the Insurer

OTHER CONDITIONS

INTERPRETATION

Any word or expression in this policy to which a specific meaning has been given bears such meaning wherever it appears

OBSERVANCE

The observance and fulfilment by the Insured of the terms of this policy throughout each period of insurance is a condition precedent to any liability of the Insurer

MATERIAL FACTS

Any material information provided by the Insured to the Insurer is to the best of their knowledge and belief deemed to be true and in the event of misrepresentation misdescription or non-disclosure of any such information this policy will be voidable

REASONABLE PRECAUTIONS

The Insured (and any other person to whom this insurance applies) will at all times take reasonable precautions to prevent injury disease loss destruction or damage

CHANGES DURING THE CURRENCY OF THE POLICY

This policy will be avoided in respect of any property or other subject matter which has been altered after the commencement of this insurance

- (a) by removal or
- (b) whereby the risk of loss destruction or damage is increased including any alteration in the business or in the premises or property therein which has this effect or any change in occupation or
- (c) whereby the risk of injury is increased due to a variation in profession occupation habits pursuits or residence or
- (d) whereby the Insured's business be wound up or carried on by a liquidator or receiver or permanently discontinued or
- (e) whereby the Insured's interest ceases except by will or operation of law or by the Insured's death

unless admitted by the Insurer in writing
Furthermore if the Personal Accident Section is operative the Insured will on tendering any premium for the renewal of this policy give written notice to the Insurer of any physical defect or infirmity or medical condition of which the Insured has become aware since the payment of the last premium

CANCELLATION

The Insurer may cancel this policy by giving thirty days notice by recorded delivery to the Insured's last known address and the Insured will become entitled to a return of premium corresponding to the unexpired period of insurance

COMPLAINTS PROCEDURE

Our aim is at all times to provide a first class standard of service
However there may be occasions when you feel that this objective has not been achieved
Should you have any query or complaint regarding this insurance please contact either your usual Insurance Adviser or your nearest Norwich Union Centre
Please always quote your policy number

If after taking this action you are still dissatisfied please write to the Manager of the nearest Norwich Union Centre
If he has already been involved and you remain dissatisfied please write to the Chief Executive Norwich Union Group Surrey Street Norwich NR1 3NG

Should you then remain dissatisfied you may short of court action

- (a) if a private policyholder approach the Insurance Ombudsman Bureau City Gate 1 135 Park Street London SE1 9EA
- (b) approach the Association of British Insurers
Its address is Consumer Information Department 51 Gresham Street London EC2V 7HQ
Alternatively one of its Regional Offices may be contacted for which the addresses and telephone numbers can be found in local telephone directories
- (c) if your complaint concerns an insurance broker registered under the Insurance Brokers (Registration) Act approach the Insurance Brokers Registration Council 15 St Helen's Place London EC3A 6DF

LAW APPLICABLE TO CONTRACT

You and the Insurer are free to choose the law applicable to this contract but in the absence of agreement to the contrary the law of the country in which you reside at the date of the contract (or in the case of a business the law of the country in which the registered office or principal place of business is situated) will apply

If you are not resident (or in the case of a business the registered office or principal place of business is not situated) in England or Wales Scotland Northern Ireland Channel Islands or the Isle of Man the law which will apply is the law of England and Wales

From: Info <Schreib@btinternet.com>
To: Alan Perrin <APerrin@cyworks.co.uk>
Date: 30 March 2001 16:51
Subject: Eruv

The contractor who was going to do Fernside Court is Brett Maclean. His mobile is 07957 372284. He is sometimes difficult to get hold of and if you experience difficulty, please let me know.

Best wishes
Graham

Info@Schreibers.com
Tel +44 (0)171 433 3434
Fax +44 (0)171 433 3934

30/03/2001

From: APerrin <APerrin@cyworks.co.uk>
To: Graham Morris <graham@schreibers.com>
Cc: peter sheldon <petersheldon88@hotmail.com>; lionel shebson
<vlshebson@tesco.net>
Date: 28 March 2001 15:19
Subject: Eruv perimeter works

Graham

Could you put me in touch with your Fencing Contractor so I can (re)visit Fernside Court and also ToysRUs and discuss our requirements. He can call me all office hours on 0207 573 7888.

Thank You

Alan

This message has been checked for all known viruses by Star Internet delivered through the MessageLabs Virus Control Centre. For further information visit <http://www.star.net.uk/stats.asp>

29/03/2001

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr P Sheldon
34 Fairholme Gardens
London
N3 3EB

30 March 2001
by fax: 020 8349 9473

Dear Peter

Eruv

Thank you for your letter dated 26 March 2001 with its enclosure. I have sent a cheque to Alan Perrin as agreed.

I attach a copy of a note that arrived here earlier this week with a postal order for £10. As you will see from the copy of the envelope, there is a well-typed label which is out of keeping with the style of the note. I smell a rat. I am therefore tempted to return the postal order saying that we are not at present raising funds for the Eruv but thanking the donor for her good intentions. It might, however, be worth your first checking from the United Synagogue records whether Dorothy Fox is a member of Finchley or some other synagogue. She is in the Barnet telephone book under D M L Fox at the address given. In any event I look forward to hearing from you with your views.

So far as the dates for the next meeting are concerned, I can make 3 and 10 May but not 14 or 17 May. I can also make 21 May.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr L Begner
 Mr E Black
 Mr L Shebson

From: Peter Sheldon <petersheldon88@hotmail.com>
To: V. Lionel Shebson <vlshebson@tesco.net>; Jeremy Conway
<jconway@kosher.org.uk>; Graham Morris <graham@schreibers.com>;
Edward B. Black <ebb@dentonwildesapte.com>; David Schreiber
<david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan
Perrin <APerrin@cyworks.co.uk>; Laurence Begner
<lbegner@altheimer.co.uk>
Date: 27 March 2001 20:29
Subject: Eruv meetings

The meeting for tomorrow has been cancelled and was held today by conference call, LS, AP, EB and PS participating. We are making good progress.

We would like to fix the next meeting after Pesach, allowing a couple of weeks for things to happen. I am setting out below a number of dates for a meeting at my home, weekdays at 8.30 p.m. , Sundays at 11.00 a.m. Please let me know which you would be able to attend and we will go with the majority.

Thursday 3 May
Thursday 10 May
Sunday 13 May
Monday 14 May
Thursday 17 May
Monday 21 May

Peter



Companies House

— for the record —

The Company Secretary
THE UNITED SYNAGOGUE ERUV COMMITTEE
9 West Heath Road
London
NW3 7UX

17479-01518

Crown Way Cardiff CF14 3UZ
Telephone 029 2038 0801
Fax 029 2038 0900
DX 33050 Cardiff

Our Ref 3749885/15/42
Date 26th March 2001

2001 Annual Return for Company Number 3749885

Your company's new style 2001 Annual Return is attached to this letter. It shows the information Companies House held on **23rd March 2001** about your company and makes provision for you to enter certain details that are not already held.

What you should do

- Check the information already pre-printed on the Annual Return
- Enter any changes to that information in the spaces provided
- Complete and sign the Declaration
- **Return the full Annual Return with the fee payment.**

Important dates

Please make sure that the information you give us:

- Confirms your company's details as at **9th April 2001 the return date**
- Reaches Companies House by **7th May 2001 at the latest**

Returning the form

Failure to deliver an Annual Return on time is a criminal offence and may result in the prosecution of your company and its officers or the company being struck off the register. This applies to all companies, **even those which have not been trading.**

Company no longer required?

If the company is not trading and is no longer required, let us know by telephoning Cardiff 029 2038 0801.

The fee

The fee for the Annual Return is £15. Please send a cheque made payable to Companies House with your completed Annual Return.



AWARDED FOR EXCELLENCE

P.T.O

THE ANNUAL RETURN FORM 363s

USING THE SPACE PROVIDED ALONGSIDE PRE-PRINTED INFORMATION, YOU CAN USE THIS FORM TO:

- ☐ Change or correct the registered office address of the company;
- ☐ Notify or change the address where the company's register of members is kept (if applicable);
- ☐ Notify or change the address where the company's register of debenture holders is kept;
- ☐ Change or add to the pre-printed list of principal business activities;
- ☐ Change or correct any pre-printed information about the company's existing directors and secretaries;
- ☐ Change or correct any pre-printed information about existing shareholders (if applicable).

REMEMBER

- ☐ *Make sure all the pre-printed addresses and the names of the company's secretary and director(s) are given in full and, where pre-printed, that the dates of birth are correct;*
- ☐ *If you have told Companies House of any changes since the date of the covering letter, please repeat this information in the appropriate space provided.*

YOU CANNOT USE THIS FORM TO TELL COMPANIES HOUSE ABOUT:

- ☐ The appointment of any new company officers. You must use form 288a;
- ☐ The allotment of new shares. You must use form 88(2);
- ☐ An increase in total nominal share capital. You must use form 123.

REMEMBER:

- ☐ *Make sure that the aggregate issued nominal capital in section 3 is completed correctly (if applicable);*

Companies House holds the public records of more than a million companies. It provides a range of services to make it easier for you to access information and file documents.

Companies House can be found at:

CARDIFF

Crown Way, Cardiff CF14 3UZ
Information 029 2038 0801
Switchboard 029 2038 8588

LONDON

21 Bloomsbury Street, London
WC1B 3XD
Tel 029 2038 0801

BIRMINGHAM

Central Library, Chamberlain Square,
Birmingham B3 3HQ
Tel 0121 233 9047

LEEDS

25 Queen Street, Leeds LS1 2TW
Tel 0113 233 8338

MANCHESTER

75 Mosley Street, Manchester M2 2HR
Tel 0161 236 7500

EDINBURGH

37 Castle Terrace, Edinburgh EH1 2EB
Tel 0131 535 5800

GLASGOW

7 West George Street, Glasgow G2 1BQ
Tel 0141 221 5513

For more information on Companies House products and services please call 029 2038 0801 or visit the web site at www.companieshouse.gov.uk



Companies House
for the record

YOUR ANNUAL RETURN FORM

Continuing our commitment to reducing the form-filling burden on companies, we have made the process of submitting Annual Return forms simple and straightforward. We have done this by pre-printing the form, wherever possible, with the details that companies are required to supply when submitting their Annual Returns. Most companies will therefore only need to check that the form is correct before signing and returning it.

Guidance is given on the enclosed covering letter and on the form itself. This gives details of information you need to provide in order to complete the Annual Return.

Pre-printed Capital and Shareholder Details:

Your Annual Return will not have pre-printed issued capital details or shareholder details if one of the following applies:

- your company is limited by guarantee and does not have share capital;
- you are making your company's first return;
- your company has previously submitted bulk shareholder lists;
- the issued share capital and shareholder information on our database is incomplete;
- your Annual Return will have pre-printed issued capital details, but not shareholder details if you have previously told us that you have more than twenty shareholders.

Errors or Omissions:

As with any database, ours will, on occasion be subject to errors or omissions. To help us maintain our public records to the highest standards, please:

- check all the pre-printed details, and if necessary amend them in the spaces provided;
- pay particular attention to the share capital and shareholders details.

Annual Accounts

In addition to submitting an Annual Return form, all companies whether trading or not are required to prepare and submit Annual Accounts each year. Guidance notes are available on request.

Questions:

Contact numbers for answering your questions appear on the reverse of the attached covering letter.

PLEASE BE AWARE OF THE DELIVERY REQUIREMENTS FOR ANNUAL RETURNS

The Companies Act requires that the annual return be delivered to the Registrar within 28 days of the date to which it is made up.

Avoid it being forgotten about or delayed by returning it to Companies House as soon as possible after the made up date.

Late delivery of an annual return is an offence. It may prompt the issue of a warning letter and could result in prosecution action being taken against the company and its directors and secretary.



Adler House
735 High Road
North Finchley
London N12 0US
Telephone 020 8343 8989
Facsimile: 020 8343 6262
Website: www.unitedsynagogue.org.uk

Chief Executive: George Willman

Mr G Morris
United Synagogue Eruv Committee
9 West Heath Drive
London
NW3 7UX

26 March 2001
2 Nissan 5761

Dear Graham

Lionel and I believe that the attached account from Alan Perrin is reasonable in all the circumstances. Since you are holding the chequebook could you please issue a cheque in his favour.

Yours sincerely



Peter Sheldon

*President Peter Sheldon Vice-Presidents Anthony Cowen • Simon Hochhauser • Stuart Taylor
Treasurers Geoffrey Hartnell • Jeremy Jacobs • Brian J Wolkind*

Chief Rabbinate and London Beth Din • Community Development • Daf Hashavua • Educational Assessments, Inspections, Publications and Resource Centre • Hospital Chaplaincy
Jewish Youth Study Groups • Kashrut Guide • Kosher Catering Licences and Product Certification • Lay Leadership Training • Milkvaot • Passover Food Guide • Prison Chaplaincy
Property Management • Singer's Prayer Book • Teacher Training • Tombstone Maintenance • University Chaplaincy • Voluntary Chevra Kadisha and Burial Society • War Grave Maintenance

Alan Perrin
61 Woodlands
Golders Green
London NW11 9QS

0208 458 8128

United Synagogue Eruv Committee
9 West Heath Drive
London NW3 7UX

16/3/2001

Invoice

Eruv Implementation:

For services rendered to the Committee in respect of fieldwork, map-making, correspondence and general attention.

For the period December 1999 - February 2001 incl.

£1680-00



**FLADGATE FIELDER**
SOLICITORS

25 North Row • London • W1R 1DJ
Tel: 0171 323 4747 • Fax: 0171 629 4414 • DX 9057 West End

FAX TRANSMISSION

TO	: Graham Morris	FAX NO	: 020 7433 3934
COPY TO	: Lionel Shebson		020 8346 2111
	Edward Black		020 7246 7777
	Peter Sheldon		020 8349 9473
	Graham Murdoch		020 8506 1887
FROM	: Brian Levy	OUR REF	: BRL\14317\0002\409181v09
DIRECT DIAL	: 020 7462 2206	E-MAIL	: blevy@fladgate.co.uk
DATE	: 23 March 2001	NO OF PAGES	: 6 (including this page)
SUBJECT	: Eruv		

Please see attached.



FLADGATE FIELDER
SOLICITORS

J Penhey Esq
Borough Solicitor
London Borough of Barnet
DX 59318 HENDON

Our ref BRL\14317\0002
Your ref DEV238400.JMP/sb
Direct dial 020 7462 2206
E-mail blevy@fladgate.com
Date 23 March 2001

BY DX AND FAX NO: 020 8359 2680

Dear Mr Penhey

The United Synagogue Eruv Committee

Thank you for your facsimile of 22 March.

5. I have spoken to the Brokers and I am sure that the Council can have at least seven days notice of intending cancellation in the case of non-payment of premiums. For that reason I propose to amend the draft wording of clause 3J(iv) to say "it shall be a term and condition of such insurance that in the event of the insurer voiding the policy on the grounds of non-disclosure or misrepresentation the insurer will immediately notify the Corporation's Chief Finance Officer in writing of the happening of such event and in the event of the insurer proposing to cancel the policy on the grounds of non-payment of premium, the insurer will give at least seven days prior notice in writing to the Corporation's Chief Finance Officer of its intention to cancel the policy".

Otherwise the amendment of course to (iii) on page 7 is approved. The Broker is pressing the insurer now for the policy.

Regarding numbers 1, 2 and 3 of my facsimile of 22 March I await hearing from you with further amendment if this is required by the Chief Finance Officer or else with the engrossment please.

- A. I agree with the deletions which you propose. The fact that John Roster has specified such detail in his fax is I think evidential of the Council's approval under clause 3 of the Licence, and we do not actually need the details inserted in the Licence Schedule.

255819v09\JXB

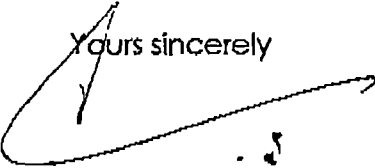
cont.../

J Penhey Esq

2

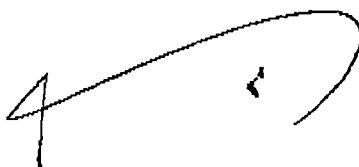
23 March 2001

- B. I have no problem with the small suggested addition to clause 3(A)(ii)(2).
- C. I find that common seals are rapidly dying out of use and often are not issued with new Company formations. The Company will therefore execute by two Directors.
- D. To short circuit the problem we will rely upon the Council's good faith and delete the word 'reasonable.' If in due course it is found that the Council are overcharging then we can revisit the situation on the next renewal of the licence.
- E. I am sorry that we can't complete by 23 March. I certainly do not want to postpone completion for another week if it can be avoided. I am asking my Clients to organise the Performance Bond with the additional words suggested the other day and I am copying this letter to the insurer's Broker so that he can press the insurers.



Yours sincerely

Brian Levy
Partner

- PS. I believe the reference to liquidators in 3.3 is obviously a mistake carried over from the previous draft. I suspect it should be Corporation.
- 



Borough Solicitor
The Town Hall, The Burroughs, Hendon,
London NW4 4BG

T: (020) 8359 2000 www.barnet.gov.uk Doc. Ex: 59318 Hendon

Mr B. Levy
Messrs Fladgate Fielder
25 North Row
London
W1R 1DJ

contact: John Penhey
tel: (020) 8359 2510
e-mail: john.penhey@barnet.gov.uk
fax: (020) 8359 2680
date: 22nd March 2001
our reference: DEV238400.JMP
your reference: BRL/14317/0002
Graeme Greer Borough Solicitor

Dear Mr Levy

RE: THE UNITED SYNAGOGUE ERUV COMMITTEE

Thank you for your fax of today's date. My comments on your numbered points are as follows:-

- 1, 2 and 3. I heard from the Chief Finance Officer late this afternoon. He indicates acceptance in principle of the sort of arrangements proposed but subject to him being satisfied on some matters of detail, to there being satisfactory deposit arrangements and to the matter being cleared through the delegated approval process. I shall try to write to you further, by fax, on the above tomorrow morning.
5. The potential problem arises from Reich's letter of 20th February which you copied to me. The Chief Finance Officer tells me that some insurers invoice brokers for premiums after the renewal date. To cover this situation, and the situation regarding non-disclosure or misrepresentation the Chief Finance Officer asks that an endorsement be made on the policy to the effect that the insurer will notify the Council immediately in the event of it voiding the policy on the grounds of non-disclosure or misrepresentation or in the event of it cancelling the policy on the grounds of non-payment of premium. I enclose copies of pages 7 and 8 of the draft licence with suggested amendments to cater for this.
6. Agreed.

I would raise the following:-

- A. I attach a schedule of pole and wire locations which, I believe, has been agreed between John Koster and Graham Murdoch. I intend to insert the details in the First Schedule to the draft licence, but omitting (a) the pole type column - Clause 1(1)(h) means that each pole is approved individually - (b) the span column - Clause 1(1)(i) and the second part of the First Schedule make this column redundant - (c) the comments column - redundant and (d) those items where Transport for London is the licensor. Do you agree this?

in partnership with local people



- B. I attach a copy of page 4 of the draft licence with a small suggested addition to Clause 3(a)(ii)(2).
- C. I believe that you are going to confirm how your clients propose to execute the licence. Could you please let me know this? We have no testimonium or attestation clauses at the moment. *2. June 01*
- D. Referring back to point 2 of your letter of 12th February, I appreciate the helpful stance taken by your clients. However, we still have a "half-and-half" situation where your clients might in some cases wish to contest the reasonableness of the Council's charges but we have fixed no way of resolving a dispute. Can we tidy this up either by deleting "reasonable" or by agreeing some quick and simple dispute resolution machinery? *deleted*
- E. Following your telephone conversation with Mr Vincett on the 19th March, Mr Vincett reviewed all matters to be dealt with and set an internal target date of 30th March for completion of the grant of the proposed licence. This was reported to the Borough Solicitor. I am afraid that it will not be possible to complete tomorrow, as you request, but I am working towards completing next week (on the assumption that we can agree outstanding points between us and that acceptable bonding and public liability insurance will be in effect then).

Yours sincerely



John Penhey
For Borough Solicitor



Borough Solicitor
The Town Hall, The Burroughs, Hendon,
London NW4 4BG
t: (020) 8359 2000 www.barnet.gov.uk Doc. Ex: 59318 Hendon

Mr B. Levy
Messrs Fladgate Fielder
25 North Row
London
W1R 1DJ

contact: John Penhey
tel: (020) 8359 2510
e-mail: john.penhey@barnet.gov.uk
fax: (020) 8359 2680
date: 21st March 2001
our reference: DEV2.38400.JMP
your reference: BRL/14317/0002
Graeme Creer Borough Solicitor

in partnership with local people

Dear Mr Levy

RE: THE UNITED SYNAGOGUE ERUV COMMITTEE

Thank you for your letter of 16th March with enclosure. I have asked the Chief Finance Officer for his comments on the draft performance guarantee. In the meantime, a couple of initial points occur to me:

1. The draft appears to contemplate only a single call on the guarantor, whereas the Council might wish to make several individual calls if there were several separate instances of it incurring expense in doing default work.
2. The guarantee runs for 1 year, whereas the licence is to run for 3 years.
3. I wonder whether the guarantee really belongs in the Third Schedule. Should that Schedule not contain machinery for your clients to make cash deposits if the guarantor does not agree to replenish after calls or to increase the guarantee on annual reviews?

I confirm that I accept the amendments suggested in your letter of 5th February.

I confirm that Clause 3(a)(ii)(2) is intended to relate to the poles and not to the wires.

If the public liability insurer will not give 90 days notice of intended cancellation in the case of non-payment of premiums, the Council will need, please, at least 7 days notice. If there is no cover because of non-disclosure or misrepresentation, the Council would please require notification from the insurer forthwith.

There are a few further points on which I intend to write to you tomorrow but in the meantime I look forward to hearing from you in connection with the above.

Yours sincerely


John Penhey
For Borough Solicitor



9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr B Levy
Fladgate Fielder
25 North Row
London
W1R 1DJ

22 March 2001

Dear Brian

Eruv

Thank you for sending me a copy of your letter dated 22 March 2001 to Penhey. I have not seen the letter he wrote to you but I understand the points from your replies. You are of course quite right with regard to the insurance premium. We would of course be happy to pay it ninety days in advance if that will help and, as you know, the first premium has been paid with a view to the insurance being in effect as from 1 April.

I shall be away next week but please be in touch with Lionel Shebson if there are any points on which you need clarification or instructions. I hope that by the time I return next Friday you will have achieved the miracle of an agreed draft and we can then begin hassling to have it executed!

With thanks and all good wishes

Yours sincerely

Graham Morris

cc: Mr L Shebson
 Mr E Black
 Mr P Sheldon



FLADGATE FIELDER
SOLICITORS

25 North Row • London • W1R 1DJ
Tel: 0171 323 4747 • Fax: 0171 629 4414 • DX 9057 West End

FAX TRANSMISSION

TO	: Graham Morris	FAX NO	: 020 7433 3934
COPY TO	: Lionel Shebson		020 8346 2111
	Edward Black		020 7246 7777
	Peter Sheldon		020 8349 9473
FROM	: Brian Levy	OUR REF	: BRL\14317\0002\409181v08
DIRECT DIAL	: 020 7462 2206	E-MAIL	: blevy@fladgate.co.uk
DATE	: 22 March 2001	NO OF PAGES	: 3 (including this page)
SUBJECT	: Eruv		

Herewith copy fax I have sent to John Penhey for your reference.



FLADGATE FIELDER
SOLICITORS

J Penhey Esq
Borough Solicitor
London Borough of Barnet
DX 59318 HENDON

Our ref BRL\14317\0002
Your ref DEV2.38400.JMP/sb
Direct dial 020 7462 2206
E-mail blevy@fladgate.com
Date 22 March 2001

BY DX AND FAX NO: 020 8359 2680

Dear Mr Penhey

The United Synagogue Eruv Committee

Thank you for your facsimile of Wednesday evening.

I am sure that the Chief Finance Officer will confirm that the Performance Guarantee is acceptable.

1. In clause 2 of the Performance Guarantee in the eighth line I suggest we insert the following words after AMOUNT "or amounts in aggregate".
2. The Guarantee runs for one year but will be annually renewable. You may wish to increase the amount of the guarantee at any particular time.
3. I suggest that the third schedule simply says words to the following effect: -
 - "1. The Licensee shall procure for the Corporation annually a Performance Bond from an acceptable Bank in the form annexed or for such larger sum as shall be required each year by the Corporation.
 2. The Corporation shall give at least one months' written notice to the Licensee of any increase in the amount to be guaranteed and the Licensee shall procure such increased guarantee or shall itself deposit such increased amount with the Corporation forthwith as a security for the Licensee's obligations hereunder".
4. Thank you for your two confirmations.

255819v09\JXB

5. I don't understand the problem with the public liability insurer. Why would it not give ninety days notice of intended cancellation if the premium were payable in advance. My Clients will in practice give the insurer a cheque I am sure at least ninety days before renewal and that should satisfy the insurer.
6. In clause 8 of the Licence I suggest we delete the words from the first line "the sum of £• in respect of". That should avoid the necessity for you to have to delay the matter whilst sorting out what your costs are.

Please could I have from you a form of Licence which is now in agreed form, I hope, and that will avoid the necessity for a meeting on Friday.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Brian Levy', written over the typed name.

Brian Levy
Partner

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

Directors:

Heather Fox BSc Dip TP MRTPI

Graham Murdoch BSc (Hons) MRTPI ARICS

Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA

John Edwards FRICS

Graham Morris Esq
United Synagogue Eruv Committee
9 West Heath Road
London NW3 7UX

With Compliments

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

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Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Simon Green Esq.
Mouchel Consulting Limited
Albany Place
Benwell Road
London N7 7DA

Your reference

Our reference GAM/1871/AP5/gj

Date 21st March, 2001

Dear Mr. Green

ERUV – WIRE

I understand from Shelagh Best that you are supposed to be testing the proposed wire to be used in the construction of the Eruv in the London Borough of Barnet on her behalf. To this end and as agreed in our telephone conversation earlier today I am enclosing a sample of the wire that our clients are looking to use, namely Drennan special matt sub surface green fly leader with a 10lb breaking strain. This is the wire that was agreed by the Inspector in an appeal when the original planning permission (subsequently amended by Barnet) was given.

This is obviously a matter that my clients wish to move forward as quickly as possible and I would hope that you would be able to look at it fairly quickly. If you require any further information please do not hesitate to contact me and I will attempt to obtain it from the relevant person.

Kind regards.

Yours sincerely,



Graham Murdoch

c.c. Ms. S. Best

L. Shebson Esq.

G. Morris Esq. ✓

A. Perrin Esq.

Enc.

BRL\14317\0002\409181v07

1

**FLADGATE FIELDER**
SOLICITORS

25 North Row • London • W1R 1DJ
Tel: 0171 323 4747 • Fax: 0171 629 4414 • DX 9057 West End

FAX TRANSMISSION

TO	:	Graham Morris	FAX NO	:	020 7433 3934
COPY TO	:	Lionel Shebson			020 8346 2111
		Edward Black			020 7246 7777
		Peter Sheldon			020 8349 9473
FROM	:	Brian Levy	OUR REF	:	BRL\14317\0002\409181v07
DIRECT DIAL	:	020 7462 2206	E-MAIL	:	blevy@fladgate.co.uk
DATE	:	19 March 2001	NO OF PAGES	:	2 (including this page)
SUBJECT	:	Eruv			

Following Mr Munro-Palmer's intervention, I was telephoned at 10.30 this morning by Mr Vinset who is Mr Penhey's Team Leader at Barnet.

He had obviously been asked to look into the matter although he had no knowledge of it personally. I was not pleased to be told that Penhey was not around today and I said I did not want Vinset to have to drop everything else he was doing in order to do something that would take Penhey twenty minutes. Instead it would be sufficient if Penhey were to deal with this and to be told to deal with it first thing on Tuesday morning.

If I have to go to a meeting at Barnet on Friday I explained to him that I would do so only on the basis that I would not leave until I had a signed document, and if that meant Councillors sitting around all day then so be it, but it would be much easier if Penhey simply dealt with the matter on Tuesday and if Vinset ensured that he did so.

I was told that this would happen.

J Penhey Esq
Borough Solicitor
London Borough of Barnet
DX 59318 HENDON

BRL\14317\0002
DEV2.38400.JMP/sb
020 7462 2206
blevy@fladgate.com
15 March 2001

Dear Mr Penhey

The United Synagogue Eruv Committee

I enclose a copy of the revised Performance Guarantee which has come through from Natwest Bank and not Barclays as I erroneously told you. This is in a form into which I understand they are prepared to enter.

My Clients are becoming concerned at the delay and I would be grateful if you would now please let me have a note of the costs and of any problems you have on the Bond, and otherwise deal with my letter please of 5 February.

In case there is some confusion in respect of the final paragraph of the letter of 27 February "frontager" in that paragraph refers only to those houses which have in front of them either a pole or a wire.

If you have not yet ascertained the quantum of your costs for clause 8 then omit the reference to the amount and say that the Committee will pay the Corporation's expenses. In the Third Schedule instead of Deposit you will presumably provide for the Performance Bond in the attached form to be given to the Corporation by Natwest Bank plc.

If we cannot finalise the Licence now, my Clients have asked for a meeting on Friday 23 March to agree and sign off the Licence so that we can actually leave your offices with a Licence. This should not be necessary. Please come back to me in the interim.

Yours sincerely

Brian Levy
Partner

255819v13\JXB

From: Black, Edward <ebb@dentonwildesapte.com>
To: 'Peter Sheldon' <petersheldon88@hotmail.com>
Cc: 'graham@schreibers.com' <graham@schreibers.com>
Date: 19 March 2001 13:46
Subject: RE: Meeting with Penhey/Barnet

I don't expect to be in attendance. I expect it to be Brian Levy and Graham Morris from our side.

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildesapte.com

-----Original Message-----

From: Peter Sheldon [<mailto:petersheldon88@hotmail.com>]
Sent: Monday, March 19, 2001 11:36
To: Black, Edward
Subject: Re: Meeting with Penhey/Barnet

I presume that you do not need me in attendance.

Peter

----- Original Message -----

From: Black, Edward <ebb@dentonwildesapte.com>
To: <blevy@fladgate.co.uk>; 'Begner, Laurence' <LBegner@altheimer.co.uk>; <APerrin@cyworks.co.uk>; <petersheldon88@hotmail.com>; lionel shebson <vlshesbson@tesco.net>; Graham Morris <graham@schreibers.com>; David Schreiber <david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>
Sent: Monday, March 19, 2001 10:26 AM
Subject: Meeting with Penhey/Barnet

> I spoke to Monroe Palmer yesterday on his return from the LibDems spring
> conference. We agreed that he would call Graeme Creer, head of law and
> probity (borough solicitor), Penhey's head of department, to explain that
> the matter was dragging on and we all thought that a meeting this Friday
> morning March 23 at which all matters could be resolved would avoid the
> matter dragging on further.
>
> Monroe spoke to Graeme Creer this morning. Creer agreed that a meeting
would
> be useful. He appeared conversant with the matter. It was assumed that
> John penhey has by now received a letter from Brian setting out the issues
> to be addressed and suggesting the meeting.
>
> Brian, if you have any problem arranging the meeting Monroe suggests that
> you speak to Graeme Creer direct. His direct dial phone number is 020

8359

> 2008

>

>

>

> Edward Black

> Denton Wilde Sapte

> One Fleet Place London EC4M 7WS UK

> Tel: +44 (0)20 7246 7550

> Fax: +44 (0)20 7246 7777

> E-mail: ebb@dentonwildesapte.com

>

>

>

> This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildesapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

>

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>

>

>

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This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildesapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

This e-mail (including any attachments) is intended only for the recipient(s) named above. It may contain confidential or privileged information and should not be read, copied or otherwise used by any other person. If you are not a named recipient, please contact the sender and delete the e-mail from your system.

From: Black, Edward <ebb@dentonwildesapte.com>
To: 'Begner, Laurence' <LBegner@alzheimer.co.uk>; 'APerrin@cyworks.co.uk' <APerrin@cyworks.co.uk>; petersheldon88@hotmail.com <petersheldon88@hotmail.com>; lionel shebson <vlshebson@tesco.net>; Graham Morris <graham@schreibers.com>; David Schreiber <david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>
Date: 13 March 2001 18:17
Subject: RE: Letters to Ham & High and JC

I always used to say that kind of thing in my letters to the press but got fed up of the fact that there was always a reply from the opponents saying that I was misleading people because other eruvim don't use any (e.g. Strasbourg) or much line/wire. Last week in response to the latest billet doux from Mrs Lawrence I resolved to get to the bottom of this issue by consulting Rabbi Freundel in Washington DC but have not yet done so.

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildesapte.com

-----Original Message-----

From: Begner, Laurence [<mailto:LBegner@alzheimer.co.uk>]
Sent: Tuesday, March 13, 2001 17:56
To: 'Black, Edward'; 'APerrin@cyworks.co.uk'; petersheldon88@hotmail.com; Begner, Laurence; lionel shebson; Graham Morris; David Schreiber; David Frei
Subject: RE: Letters to Ham & High and JC

Well done Edward! As far as I am aware(And you probably know better than I do) there is not save for Paris a major Jewish Community of any substantial size in the free World that does not have an Eruv.If I am correct in my assumption you may want to mention this.

-----Original Message-----

From: Black, Edward [<mailto:ebb@dentonwildesapte.com>]
Sent: 13 March 2001 15:46
To: 'APerrin@cyworks.co.uk'; petersheldon88@hotmail.com; laurence begner; lionel shebson; Graham Morris; Black, Edward; David Schreiber; David Frei
Subject: Letters to Ham & High and JC

I attach responses to Elizabeth Lawrence's letters in last week's JC and Ham & High which I have sent to the respective newspapers. Peter and Lionel provided input for which thanks.

Edward Black

From: Black, Edward <ebb@dentonwildesapte.com>
To: 'Peter Sheldon' <petersheldon88@hotmail.com>; Info <Info@Schreibers.com>; blevy@fladgate.com <blevy@fladgate.com>
Cc: V. Lionel Shebson <vlshebson@tesco.net>; Black, Edward <ebb@dentonwildesapte.com>; Laurence Begner <lbegner@altheimer.co.uk>
Date: 13 March 2001 19:23
Subject: RE: Eruv

Please let me know whether this meeting is going ahead and also proposed dates so that I can contact Munroe Palmer. If Lionel and Graham are present as well as Brian Levy I consider myself surplus to requirements

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildesapte.com

-----Original Message-----

From: Peter Sheldon [<mailto:petersheldon88@hotmail.com>]
Sent: Monday, March 12, 2001 17:16
To: Info; blevy@fladgate.com
Cc: V. Lionel Shebson; Black, Edward; Laurence Begner
Subject: Re: Eruv

Fine with me. I am clear next week on Monday pm, Tuesday am and pm, Thursday pm and Friday am.

Peter

----- Original Message -----

From: Info <<mailto:Schreib@btinternet.com>>
To: blevy@fladgate.com <<mailto:blevy@fladgate.com>>
Cc: V. Lionel <<mailto:vlshebson@tesco.net>> Shebson ;
petersheldon88@hotmail.com <<mailto:petersheldon88@hotmail.com>> ; Black,
<<mailto:ebb@dentonwildesapte.com>> Edward ; Laurence Begner
<<mailto:lbegner@altheimer.co.uk>>
Sent: Monday, March 12, 2001 4:46 PM
Subject: Eruv

As you know I am very disappointed that the draft Licence has disappeared once again into Penhey's black hole. There are really no points of principle outstanding and it surely now only needs to be a matter of final drafting to have an agreed draft Licence in place. I believe that the only way we will finalise the matter without further delay is to fix a meeting not later than next week at the offices of Barnet to be attended by the solicitors for both parties and their "clients" including a representative of Barnet Finance Department, John Koster and anyone else from whom Penhey needs instructions. At our end the meeting should be attended by Peter

Sheldon or by someone else from the United Synagogue who can deal with points on the guarantee, Lionel Shebson and me so that we may give any instructions needed on behalf of the Eruv Committee.

I suggest that Edward Black, subject to your agreement, Brian, asks Monroe Palmer to smooth the way for this meeting so that it does in fact take place next week.

Will everyone please confirm their agreement. If you, Brian, agree, will you liaise with Edward Black with a view to his assisting in arranging for the meeting to take place next week.

Best wishes
Graham

Info@Schreibers.com <mailto:Info@Schreibers.com>

Tel +44 (0)171 433 3434

Fax +44 (0)171 433 3934

This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildesapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

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From: Black, Edward <ebb@dentonwildeapte.com>
To: 'APerrin@cyworks.co.uk' <APerrin@cyworks.co.uk>;
petersheldon88@hotmail.com <petersheldon88@hotmail.com>; laurence
begner <lbegner@altheimer.co.uk>; lionel shebson <vlshebson@tesco.net>;
Graham Morris <graham@schreibers.com>; Black, Edward
<ebb@dentonwildeapte.com>; David Schreiber <david@schreibers.com>;
David Frei <info@londonbethdin.fsnet.co.uk>
Date: 13 March 2001 15:47
Subject: Letters to Ham & High and JC

I attach responses to Elizabeth Lawrence's letters in last week's JC and Ham & High which I have sent to the respective newspapers. Peter and Lionel provided input for which thanks.

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildeapte.com

This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildeapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

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**United Synagogue Eruv Committee
9 West Heath Road
London NW3 7UX**

13 March, 2001

The Editor
Ham & High

Via Telefax to 020 7483 3566

Dear Sir

Re: Eruv

Elizabeth Lawrence's letter of last week was riddled with inaccuracies. However, a point by point refutation while perfectly possible to produce would be many times the length of her original letter and too long to be published.

It is important, however, that the record be set straight on at least two factual points. First, it is wholly untrue that neither the United Synagogue Eruv Committee nor Barnet Council has been able to arrange appropriate insurance. It was a specific condition of the Barnet highway licence that suitable insurance be organised and an insurance policy entirely satisfactory to the Council has been effected with a major insurance company.

It is also entirely untrue to state that the United Synagogue has withdrawn from promoting the eruv. Quite the contrary, both the United Synagogue President, Peter Sheldon, and its honorary officers are heavily involved in progressing the project as is the Rabbinical Court of the United Synagogue.

Regrettably, nothing that I can say will wholly remove the unjustified negative impression established by letters such as Mrs Lawrence's but I hope that the silent majority of your fair-minded readers will be prepared to acknowledge that the eruv is a benign institution which will benefit many thousands of residents of the Borough of Barnet and will harm no-one.

Yours faithfully

Edward Black
Member, United Synagogue Eruv Committee

**United Synagogue Eruv Committee
9 West Heath Road
London NW3 7UX**

13 March, 2001

The Editor
Jewish Chronicle

Via Telefax to 020 7405 9040

Dear Sir

Re: Eruv

I cannot let last week's letter from Elizabeth Lawrence pass without a response. Although the space available in your columns does not permit the refutation of each and every point made in her letter, two factual errors must be corrected.

First, it is absolutely untrue to assert that neither the United Synagogue Eruv Committee nor Barnet Council has been able to arrange appropriate insurance. As a condition of the grant of the licence, Barnet Council required the Eruv Committee to put in place an insurance policy meeting specific criteria. This has been effected with a major insurance company.

Second, the erection and maintenance of eruv posts will be carried out by contractors approved by Barnet Council to undertake similar work with the Council's own lamp-posts, telegraph poles etc.

If the debate focused on real rather than phantom issues and facts rather than inflammatory assertions as to what the eruv is and may lead to it would be perfectly clear to all that the eruv is, as your recent editorial quite rightly pointed out, a benign institution which, when established, will benefit many thousands of Barnet residents and will harm no-one.

Yours faithfully

Edward Black
Member, United Synagogue Eruv Committee

From: Peter Sheldon <petersheldon88@hotmail.com>
To: Info <Info@Schreibers.com>; blevy@fladgate.com <blevy@fladgate.com>
Cc: V. Lionel Shebson <vlshesbson@tesco.net>; Black, Edward
<ebb@dentonwildeapte.com>; Laurence Begner <lbegner@altheimer.co.uk>
Date: 12 March 2001 22:42
Subject: Re: Eruv

Fine with me. I am clear next week on Monday pm, Tuesday am and pm, Thursday pm and Friday am.

Peter

----- Original Message -----

From: Info
To: blevy@fladgate.com
Cc: V. Lionel Shebson ; petersheldon88@hotmail.com ; Black, Edward ; Laurence Begner
Sent: Monday, March 12, 2001 4:46 PM
Subject: Eruv

As you know I am very disappointed that the draft Licence has disappeared once again into Penhey's black hole. There are really no points of principle outstanding and it surely now only needs to be a matter of final drafting to have an agreed draft Licence in place. I believe that the only way we will finalise the matter without further delay is to fix a meeting not later than next week at the offices of Barnet to be attended by the solicitors for both parties and their "clients" including a representative of Barnet Finance Department, John Koster and anyone else from whom Penhey needs instructions. At our end the meeting should be attended by Peter Sheldon or by someone else from the United Synagogue who can deal with points on the guarantee, Lionel Shebson and me so that we may give any instructions needed on behalf of the Eruv Committee.

I suggest that Edward Black, subject to your agreement, Brian, asks Monroe Palmer to smooth the way for this meeting so that it does in fact take place next week.

Will everyone please confirm their agreement. If you, Brian, agree, will you liaise with Edward Black with a view to his assisting in arranging for the meeting to take place next week.

Best wishes
Graham

Info@Schreibers.com
Tel +44 (0)171 433 3434
Fax +44 (0)171 433 3934

From: Peter Sheldon <petersheldon88@hotmail.com>
To: V. Lionel Shebson <vlshebson@tesco.net>; Jeremy Conway
<jconway@kosher.org.uk>; Graham Morris <graham@schreibers.com>;
Edward B. Black <ebb@dentonwildesapte.com>; David Schreiber
<david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan
Perrin <APerrin@cyworks.co.uk>; Laurence Begner
<lbegner@altheimer.co.uk>
Date: 09 March 2001 16:29
Subject: Action Notes

At Lionel's request - action notes following last meeting.

Peter

Action to be taken following Eruv Committee meeting on 6.3.01

1 R Conway and Alan Perrin

- a) Completion of round of inspection to check whether there are any other problems/discrepancies. If necessary EB to discuss with Monroe Palmer how best further to proceed
- b) The continued liaison with Dayan Ehrentreu generally
- c) Finalisation of position re:shomrim
- d) AP to deal with Mouchells re: wire a.s.a.p

2 Graham Morris/Edward Black

- a) Continued liaison with Brian Levy to expedite finalisation of Barnet Licence (EB to liase with LS as necessary).
- b) GM to continue to monitor insurance

3 Laurence Begner/David Schreiber

To liase together and with R. Kimche re: educational material etc

4 Peter Sheldon

- a) To contact Robert Winston re: R.V.
- b) To contact if necessary Mr Rurka of Toys R US (and Tesco) to resolve boundary fence problem
- c) In due course to establish nature of Kinyan “public event”

5 Notes

- a) Courtney Avenue o.k.
- b) Ashley Gardens – further check necessary. **To be dealt with by LB**
- c) Fernside Court to be actioned in due course

Next meeting at 34 Fairholme Gardens London N3 on Wednesday 28th March at 8.30 PM

From: APerrin <APerrin@cyworks.co.uk>
To: petersheldon88@hotmail.com <petersheldon88@hotmail.com>
Cc: laurence begner <lbegner@altheimer.co.uk>; lionel shebson
 <vlshebson@tesco.net>; Graham Morris <graham@schreibers.com>; edward
 black <ebb@dentonwildesapte.com>; David Schreiber
 <david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>
Date: 08 March 2001 15:54
Subject: Re: Tesco/Toys 'R Us

There are two locations which will need a permanent opening. The best solution here is to have the gap made as a "real" doorway - minus door, with the lintel made of angle-iron or equivalent. This can be effected when we do the rest of the "making good" around the borough.
 Good Purim to you all.
 Alan

----- Original Message -----

From: Peter Sheldon
 Lionel Shebson ; Jeremy Conway ; Graham Morris ; Edward B. Black ; David Schreiber ; David Frei ; Alan Perrin ; Laurence Begner
Sent: Wednesday, March 07, 2001 11:11 PM
Subject: Tesco/Toys 'R Us

Very good news! I have spoken to David Rurka and after he checked with his property people he has confirmed that we can simply go ahead and repair the fence, as they have the right to do so. We don't need any further permission. If, by any chance we are asked what we are doing we simply state that we are carrying out works on the instructions of David Rurka.

We need to consider exactly what we will do and how we will provide against the fence being constantly broken. Maybe we should leave an acceptable size opening or a gate of some kind. At least it's another headache solved.

Peter

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From: APerrin <APerrin@cyworks.co.uk>
To: peterssheldon88@hotmail.com <peterssheldon88@hotmail.com>
Cc: lionel shebson <vlshebson@tesco.net>; Jeremy Conway
 <jconway@kosher.org.uk>; Graham Morris <graham@schreibers.com>;
 edward black <ebb@dentonwildesaple.com>; David Schreiber
 <david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>;
 laurence begner <lbegner@altheimer.co.uk>
Date: 07 March 2001 13:02
Subject: Re: Fencing at Toys 'R Us and Tesco.

Peter

There are two areas with gaps. The one adjacent to the carpark is 6' but the one adjacent to the slip road, further down the overgrown embankment is 8' (at least) I know this because on my visit to attach the wire, the ladder slipped and I was left aloft until I slipped the 2' or so down the concrete post to terra firma. I am in agreement that a new fence will improve matters. There is the issue of the short cut from the bus stop on the North Circular. As we have seen the public are very determined to minimise their routes on foot and will find a way to break a barrier again and again.

Regards

Alan

----- Original Message -----

From: Peter Sheldon

To: V. Lionel Shebson ; Jeremy Conway ; Graham Morris ; Edward B. Black ; David Schreiber ; David Frei ; Alan Perrin ; Laurence Begner

Sent: Wednesday, March 07, 2001 10:08 AM

Subject: Fencing at Toys 'R Us and Tesco.

I visited the site yesterday and I am most concerned to note that several parts of the chain link fencing are down.. Furthermore, at least one of the concrete posts is broken in half and has fallen. The posts are about 6 feet high (not eight) and that is why it will not be possible to achieve a long term solution by stringing wire between them (you can see where Alan has tried and where it has been torn down).

As I said at our meeting, I know David Rurka, the Managing Director of Toys 'R Us, very well. It may be worth our while if I ask him whose responsibility the fencing is and whether he could pull weight to have it repaired. I would appreciate your views.

Peter

This message has been checked for all known viruses by Star Internet delivered through the MessageLabs Virus Control Centre. For further information visit <http://www.star.net.uk/stats.asp>

From: Black, Edward <ebb@dentonwildesapte.com>
To: 'David Schreiber' <David@Schreibers.com>; 'Peter Sheldon' <petersheldon88@hotmail.com>; 'V. Lionel Shebson' <vlshbson@tesco.net>; 'Jeremy Conway' <jconway@kosher.org.uk>; 'Graham Morris' <graham@schreibers.com>; Black, Edward <ebb@dentonwildesapte.com>; 'David Frei' <info@londonbethdin.fsnet.co.uk>; 'Alan Perrin' <APerrin@cyworks.co.uk>; 'Laurence Begner' <lbegner@alzheimer.co.uk>
Date: 08 March 2001 11:24
Subject: RE: Rudy Vis

While I agree with David, there are two points I should like to make.

1. The heading on Jeremy Newmark's e-mail to us includes the following language "DETR current official position is that Prescott will respond to Vis shortly". Do we consider that it is safe not to make any representations to Prescott? If we do choose to approach Prescott one possible route is via Andrew Dismore the Hendon MP whose constituency includes the Hendon portion of the Eruv. Dismore is very supportive on Jewish issues

2. As to approaching Vis, I have spoken to David Cohen (Dunstan Road member, originally from Cardiff, partner at Norton Rose formerly Paisners as opposed to the other thousand David Cohens in NW London) who is moderately active in Labour circles. He pointed out to me that there are a number of Labour supporters and Labour party within Dunstan Road (and presumably elsewhere in the constituency) therefore a delegation of such people could make it clear to Vis that there are votes to be lost as well as gained. That said, if Prescott decides to take action based on the approach already made to him by Vis, any action directed at Vis is too late.

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildesapte.com

-----Original Message-----

From: David Schreiber [<mailto:David@Schreibers.com>]
Sent: Wednesday, March 07, 2001 09:30
To: 'Peter Sheldon'; 'V. Lionel Shebson'; 'Jeremy Conway'; 'Graham Morris'; 'Edward B. Black'; 'David Frei'; 'Alan Perrin'; 'Laurence Begner'
Subject: RE: Rudy Vis

As you know, I think Robert's reading is right - (a) that Rudy has been set up, and (b) that he is not personally anti-eruv. I think that the conversation with Robert W was probably enough to pipe him down but we should still try and get closer to Rudy and butter him up on the basis that he could win Jewish community election support by being at least neutral.

-----Original Message-----

From: Peter Sheldon [mailto:petersheldon88@hotmail.com]

Sent: 07 March 2001 12:01

To: V. Lionel Shebson; Jeremy Conway; Graham Morris; Edward B. Black; David Schreiber; David Frei; Alan Perrin; Laurence Begner

Subject: Rudy Vis

Robert Winston took Rudy Vis for a drink last night. He is convinced that Vis has been set up and Vis steadfastly maintains that he is not anti-eruv. He says that as a constituency M.P., he has simply passed on letters from his constituents and he does not want to stop the Eruv.

I don't particularly believe him but Robert does. Robert says that when he is next in the House he will ask the Peer responsible for transport what his Department's attitude to the Eruv is and will let me know. We'll just carry on keeping a watching brief over this.

Peter

This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildesapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

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Action to be taken following Eruv Committee Meeting on 13/02/01

- 1 **Alan Perrin**
 - a) To revert to Graham Murdock to correct discrepancies re-pole positions on plan
 - b) To check re: Courtney Avenue
 - c) To follow up re: Tesco
 - d) To check out freeholder re: Ashley Gardens property in liaison with Lawrence Begner
 - e) *Provide Court*
- 2 **Rabbi Conway**
 - a) To complete boundary inspection with Dayan Ehrentreu and report back ASAP
 - b) To liaise with AP in order to seek solution to current problems acceptable to Dayan Ehrentreu.
 - c) To finalise position re: shomrim (possibly in liaison with DF and PS)
- 3 **Graham Morris**
 - a) To liaise with BL (and or Monroe Palmer if necessary) to expedite finalisation of Barnet licence.
 - b) To monitor provision of insurance information required.
- 4 **Laurence Begner**
 - a) To oversee group re: website/publicity etc (involving EG, R Kimchile etc);
 - b) To give thought to preliminary plans re: fundraising group.
- 5 **Peter Sheldon**
 - a) To monitor bank guarantee position and (possibly) make direct approach on behalf of US to Shelagh Best
- 6 **Lionel Shebson**
 - a) To actively monitor Shelagh Best position if PS approach unsuccessful

Next meeting at Peter Sheldon's home (Address 34, Fairholme Gardens, N3 3EB)
On Tuesday 6th March 2001 at 8.30 p.m.

Barnet
Did hevg send copy ~~of~~ *to* license
to Shelagh Best? *Yes*

Fax**NatWest**

To: David Braus

Company: United Synagogue

Fax No: 020 8343 6262

Tel No: 020 8343 8989

From: Richard Hemmings
Corporate Officer

Date: 1 March 2001

Pages: 1

(incl header)

Re:

Corporate & Commercial Banking

Charing Cross Corporate Business Centre
3rd Floor, Cavell House
2a Charing Cross Road
London WC2H 0NN

Telephone: 020 7395 4214

Facsimile: 020 7395 4237

Account Enquiries: 0845 6101200

Please call us if this fax transmission is incomplete or illegible.

This message is confidential and for use by the addressee only. The contents are not to be disclosed to anyone other than the addressee.

Please advise the sender immediately by telephone of any error in transmission

David

I have had a response from my legal people regarding the wording of the Performance Guarantee, stating that the document will be acceptable if amended as indicated in the attached retyped copy.

However, whilst the wording is acceptable for us to issue the document, it is not *ideally* worded. Therefore, to avoid any problems regarding our interpretation of the wording, or the Bank's stance on certain issues, I will need to obtain your written agreement to the attached Schedule of Understandings (signed in accordance with your mandate).

If you wish to discuss any facet of the attached, please give me a call.

Kind regards


Richard Hemmings

NatWest is a member of
The Royal Bank of
Scotland Group

Member of the NatWest and Gairmhor
Marketing Group, advising on the full
range of products and unit trust
products only of that Marketing Group

National Westminster Bank plc Registered Number 928027
Registered Office: 135 Bishopsgate, London EC2M 3UR

Regulated by the Personal Investment Authority
and FIAO for investment business.

Agency agreements exist between members of The Royal Bank of
Scotland Group

To: National Westminster Bank Plc ('the Bank')

Schedule of Understandings

re Guarantee in favour of The Mayor and Burgesses of the London Borough of Barnet

Payment and Authentication of Claims

The Guarantee does not provide for the signature(s) of the beneficiary on any claim to be authenticated by their bankers. The Bank will accept any claim otherwise in order which purports to emanate from the beneficiary.

- ✓ The Guarantee does not specifically state that claims by facsimile, unauthenticated telex or unauthenticated electronic data interchange are precluded. The Bank may have to pay any claim presented to it by those means.

Assignability

- ✓ The Guarantee is not expressed as personal to the beneficiary and non-transferable/non-assignable. If the beneficiary should transfer the benefit of the Guarantee to another party under notification to the Bank, a situation could arise in which the Bank would have no option but to pay claims received from the assignee.

Expiry

- ✓ The Guarantee does not state that claims "must be received by Expiry". The Bank may have to pay claims received after the expiry date.

- / If the expiry date is a non-banking day, the Bank will accept as received in good time any claim otherwise in order found in its possession at the start of business on the next banking day.

- ✓ The Guarantee is not issued subject to English law and the exclusive jurisdiction of the English courts. This means the Bank will not be able to release United Synagogue Eruv Committee from liability until either the beneficiary confirms to the Bank directly that the Bank is released from liability or the Guarantee is returned to the Bank direct from the beneficiary for cancellation.

For and on behalf of United Synagogue Eruv Committee

Signed

Dated

TO: THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF BARNET
('THE CORPORATION')

DATE

DEAR SIRS

OUR PERFORMANCE GUARANTEE

1. THE UNITED SYNAGOGUE ERUV COMMITTEE (INDEMNIFIER) WHOSE REGISTERED OFFICE IS AT 9 WEST HEATH ROAD LONDON NW3 7UX HAS ENTERED INTO A DEED CONTAINING INTER ALIA AN INDEMNITY DATED [.....] OF [.....] 2001 IN FAVOUR OF THE CORPORATION A COPY OF WHICH IS ATTACHED HERETO (DEED OF INDEMNITY) AND IN THIS CONNECTION THE CORPORATION REQUIRES A PERFORMANCE GUARANTEE IN THE SUM OF GBP 10,000 (TEN THOUSAND POUNDS STERLING) (PRINCIPAL AMOUNT).

2. AT THE REQUEST OF THE INDEMNIFIER AND IN CONSIDERATION OF THE CORPORATION ENTERING INTO THE LICENCE IN RESPECT OF STREET WORKS REFERRED TO IN THE DEED OF INDEMNITY, WE NATIONAL WESTMINSTER BANK PLC WHOSE REGISTERED OFFICE IS AT 135 BISHOPSGATE, LONDON EC2M 3UR AND WHOSE ADDRESS FOR SERVICES IS CITY INTERNATIONAL BANKING CENTRE, BONDS AND GUARANTEES DEPARTMENT, JUNO COURT, 24 PRESCOT STREET, LONDON E1 8BB HEREBY IRREVOCABLY AND UNCONDITIONALLY UNDERTAKEN TO PAY THE CORPORATION WITHOUT PROOF OR CONDITIONS AN AMOUNT NOT TO EXCEED THE PRINCIPAL AMOUNT FORTHWITH ON RECEIPT OF THE CORPORATION'S FIRST DEMAND IN WRITING.

3. OUR LIABILITY HEREUNDER SHALL EXPIRE ON WHICHEVER THE FOLLOWING EVENTS (EXPIRY DATE) SHALL OCCUR FIRST:

3.1 CLOSE OF BANKING HOURS ON THE FIRST ANNIVERSARY OF THE DATE HEREOF (UNLESS BEFORE THAT DATE WE HAVE RECEIVED YOUR WRITTEN DEMAND AND SUCH DEMAND REMAINS UNSATISFIED):

3.2 WHEN WE HAVE PAID YOU THE MAXIMUM AMOUNT FOR WHICH WE ARE LIABLE HEREUNDER; OR

3.3 RECEIPT BY US OF WRITTEN NOTICE FROM THE CORPORATION THAT OUR LIABILITY HEREUNDER IS DISCHARGED, BECAUSE A NEW PERFORMANCE GUARANTEE HAS BEEN ENTERED INTO IN FAVOUR OF THE CORPORATION IN THE TERMS HEREOF (MUTATIS MUTANDIS) BY A GUARANTOR ACCEPTABLE TO THE CORPORATION OR THAT THE PRINCIPAL AMOUNT HAS BEEN PAID TO THE LIQUIDATORS AS CASH COVER FOR THE PERFORMANCE OF THE OBLIGATIONS UNDER THE DEED OF INDEMNITY

4. ANY CLAIM HEREUNDER MUST BE RECEIVED AT THE ADDRESS SET OUT ABOVE AND MUST BE ACCOMPANIED BY YOUR SIGNED CERTIFICATE THAT THE INDEMNIFIER HAS FAILED TO PAY TO YOU (UNDER THE TERMS OF THE DEED OF INDEMNITY) THE SUMS DEMANDED FROM THEM HEREUNDER.

S/BGTEE/BGWORK/VET9/V9753TXT

A

SUCH CLAIM AND CERTIFICATE SHALL BE ACCEPTED BY US AS CONCLUSIVE THAT THE AMOUNT CLAIMED IS DUE TO YOU HEREUNDER.

~~5. ANY CLAIM HEREUNDER MAY BE DIRECTLY ENFORCED AGAINST US BY ANYONE ENTITLED TO CLAIM UNDER THE DEED OF INDEMNITY. AS USED HEREIN, THE TERM CORPORATION SHALL INCLUDE ANY SUCH PERSON.~~

5. WITHOUT PREJUDICE TO THE ABOVE, OUR LIABILITY HEREUNDER SHALL NOT BE AVOIDED OR PREJUDICED BY ANY LACK OF CAPACITY OR AUTHORITY ON THE PART OF THE INDEMNIFIER OR ITS DIRECTORS TO ENTER INTO THE DEED OF INDEMNITY.

YOURS FAITHFULLY

S/BGTEE/BGWORK/VET9/V9753TXT



From: Jeremy Newmark <Jeremy.newmark@chiefrabbi.org>
To: 'vlshebson@tesco.net' <vlshebson@tesco.net>; 'ebb@dentonwildesapte.com' <ebb@dentonwildesapte.com>; 'jconway@kosher.org.uk' <jconway@kosher.org.uk>; 'graham@schreibers.com' <graham@schreibers.com>; 'david@schreibers.com' <david@schreibers.com>; 'info@londonbethdin.fsnet.co.uk' <info@londonbethdin.fsnet.co.uk>; 'APerrin@cyworks.co.uk' <APerrin@cyworks.co.uk>; 'lbegner@altheimer.co.uk' <lbegner@altheimer.co.uk>; Syma Weinberg <Syma.weinberg@chiefrabbi.org>; Sara King-Scott <sara.kingscott@chiefrabbi.org>; Everyone <Everyone@chiefrabbi.org>
Date: 28 February 2001 17:40
Subject: Copy of Press Statement on Eruv (DETR current official position is that Prescott will respond to Vis shortly)

STATEMENT ISSUED EXCLUSIVELY TO JEWISH CHRONICLE
28 February 2001

Dr Rudi Vis MP and the Eruv

Peter Sheldon, President of the United Synagogue, responded today to the reported letter by Finchley and Golders Green M.P., Rudy Vis to John Prescott, requesting a re-examination of the anticipated erection of the North West London Eruv. He said:-

"I am astonished by the last minute intervention by Rudy Vis into a matter that has already been the subject of a lengthy Department of the Environment Public Enquiry, following which the Secretary of State granted planning permission as long ago as 1993. I am even more disappointed with Mr.Vis's clear lack of understanding of what an Eruv is. The many thousands of his constituents within the Jewish community will be angered by this action on behalf of a vocal minority who are attempting to deprive members of the Jewish community of an amenity for which they have been waiting for a number of years, one that is enjoyed by dozens of other Jewish communities throughout the world. By seeking to undermine the democratic consultation process and failing to consult with those he represents, Mr Vis is disenfranchising a sizeable part of his constituency."

ENDS

For further information call press office on 020 8343 6301 or pager 0976 502 041

Jeremy Newmark
Director of Communications
Office of the Chief Rabbi
Adler House
735 High Road
London
N12 0US

From: Begner, Laurence <LBegner@altheimer.co.uk>
To: 'Black, Edward' <ebb@dentonwildesapte.com>; 'Peter Sheldon' <petersheldon88@hotmail.com>; V. Lionel Shebson <vlshebson@tesco.net>; Jeremy Conway <jconway@kosher.org.uk>; Graham Morris <graham@schreibers.com>; David Schreiber <david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan Perrin <APerrin@cyworks.co.uk>; Begner, Laurence <LBegner@altheimer.co.uk>
Date: 28 February 2001 16:41
Subject: RE: Eruv: Ham & High coverage

I think this article is indicative of how sensitive the whole Eruv issue still is and how careful we must be. I doubt we have made much progress on this front!

-----Original Message-----

From: Black, Edward [mailto:ebb@dentonwildesapte.com]
 Sent: 27 February 2001 10:40
 To: 'Peter Sheldon'; V. Lionel Shebson; Jeremy Conway; Graham Morris; David Schreiber; David Frei; Alan Perrin; Laurence Begner
 Subject: Eruv: Ham & High coverage

<<Ham&High Network News.html>>

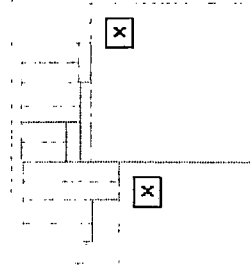
The attached story ran in the Ham & High last Friday despite the fact that I (and the Barnet Council press office) informed the journalist that the licence has not yet been granted. The text of the article was no better or worse than the usual but the headlines "Twelve year battle for Jewish boundary goes down to the wire" and "eruv religious zone poised for final approval" use just the kind of buzz words which crank up the opposition. I have had a candid conversation with the writer of the article stressing my displeasure with the use of emotive terms like Jewish boundary and religious zone.

I will be away (in Venice) from Wednesday morning through Sunday but can be reached on my mobile (07899 064032) if necessary.

Edward Black
 Denton Wilde Sapte
 One Fleet Place London EC4M 7WS UK
 Tel: +44 (0)20 7246 7550
 Fax: +44 (0)20 7246 7777
 E-mail: ebb@dentonwildesapte.com

This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildesapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

This e-mail (including any attachments) is intended only for the



NEWS
[FEBRUARY 23, 2001]

Twelve-year battle for Jewish boundary goes down to wire

Carmen Lichi
clichi@hamhigh.co.uk

LONG-awaited plans for Britain's first eruv in Hampstead Garden Suburb and Golders Green are poised to clear their final hurdle.

Barnet Council is set to grant the controversial scheme a licence after years of debate over whether it should go ahead.

Plans for the North London Jewish eruv – a six-and-a-half mile square area in which orthodox Jews can carry out certain basic tasks such as pushing prams and possessing personal items normally forbidden on the Sabbath – were first unveiled in 1989.

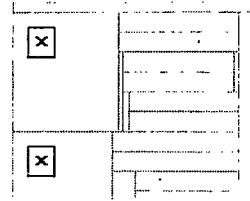
The scheme involves putting up 87 poles at 39 different locations around Barnet, from which fishing line would be strung to create a "notional" boundary next to buildings, fences and other obstacles.

Final approval for the eruv area, which will be bounded by the A406, A41 and A1 major trunk roads, now rests with Barnet and Transport for London issuing a simultaneous licence.

Edward Black, of the United Synagogue Eruv Committee, said: "We believe that permission for the eruv is now close to being granted. Almost 3,000 families in the area will benefit from it and its presence will not inconvenience or prejudice anybody."

The move comes despite last-minute objections from Finchley and Golders Green MP Rudi Vis who has asked Deputy Prime Minister John Prescott's Department of the Environment, Planning and the Regions to re-examine the scheme "in some detail".

Critics of the eruv, including Mr Vis, claim the poles will be potentially hazardous and could cause accidents. They also feel the "notional" boundary is an infringement of human rights – creating a private domain which would only benefit a minority of people.



creating a private domain which would only benefit a minority of people.

The establishment of eruvs dates back 3,000 years to their introduction by King Solomon in Biblical times. There are more than 150 eruvs in cities around the world, including Canada, Australia, Belgium and France – but none in England.

A spokesman for Transport for London said negotiations “were still ongoing” with the United Synagogue Eruv Committee, which is pressing for the plans to be finalised by the end of the month.

Earlier this year opponents attacked Barnet Council for approving changes to the eruv boundary without applying for planning permission. But Barnet, which originally granted permission for the poles in 1998, insisted that its handling of the alterations had been proper and fair.

Elizabeth Segall, a spokeswoman for the Eruv Boundary Opponents Group, which has campaigned against the scheme, said: “My understanding is that negotiations are still continuing. Permission would still be needed from the utility companies and the affected households.

“Whatever Barnet did in the planning stage does not overrule the duty of the applicants in informing affected householders.”

Ms Segall said that the findings of its own survey of residents within the proposed eruv area suggested that “the vast majority of affected households would be fiercely opposed to it”.

We welcome your comments on the Ham&High Network.
Join in discussions in our **COMMENTS** section.

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STATEMENT TO JC ON ERUV

Peter Sheldon, President of the United Synagogue, responded today to the reported letter by Golders Green M.P., Rudy Vis to John Prescott, requesting a re-examination of the anticipated erection of the North West London Eruv. He said:-

“I am astonished by the last minute intervention by Rudy Vis into a matter that has already been the subject of a lengthy Department of the Environment Public Enquiry, following which the Secretary of State granted planning permission as long ago as 1993. I am even more disappointed at Mr.Vis’s clear lack of understanding of what an Eruv is. The many thousands of his constituents within the Jewish community will be angered by this action on behalf of a vocal minority who are attempting to deprive the Jewish community of an amenity for which they have been waiting for a number of years, one that is enjoyed by dozens of other Jewish communities throughout the world.

From: Black, Edward <ebb@dentonwildesapte.com>
To: 'Peter Sheldon' <petersheldon88@hotmail.com>; V. Lionel Shebson <vlshebson@tesco.net>; Jeremy Conway <jconway@kosher.org.uk>; Graham Morris <graham@schreibers.com>; David Schreiber <david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan Perrin <APerrin@cyworks.co.uk>; Laurence Begner <lbegner@alzheimer.co.uk>
Date: 27 February 2001 10:43
Subject: Eruv: Ham & High coverage

<<Ham&High Network News.html>>

The attached story ran in the Ham & High last Friday despite the fact that I (and the Barnet Council press office) informed the journalist that the licence has not yet been granted. The text of the article was no better or worse than the usual but the headlines "Twelve year battle for Jewish boundary goes down to the wire" and "eruv religious zone poised for final approval" use just the kind of buzz words which crank up the opposition. I have had a candid conversation with the writer of the article stressing my displeasure with the use of emotive terms like Jewish boundary and religious zone.

I will be away (in Venice) from Wednesday morning through Sunday but can be reached on my mobile (07899 064032) if necessary.

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildesapte.com

This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildesapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

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25 North Row • London • W1R 1DJ
Tel: 020 7323 4747 • Fax: 020 7629 4414 • DX 9057 West End

FAX TRANSMISSION

TO :		YOUR REF :	
ATTENTION :	Peter Sheldon	FAX NO :	020 8347 9473
COPIES :	Lionel Shebson	FAX NO :	020 8346 2111
FROM :	Brian Levy	OUR REF :	BRL\14317\0002\426024v01\DS
DIRECT DIAL :	020 7462 2206	E-MAIL :	blevy@fladgate.com
DATE :	27 February 2001	NO OF PAGES :	5 (including this page)
SUBJECT :	EUW		

Dear Peter

Please would you be good enough to check the enclosed form with the Bank (whom I believe are Barclays) and tell me if they would accept it and, if not, how they want it amended.

Yours sincerely

Brian Levy
Partner

?GM/BL

The contents of this fax are confidential to the recipient named above. If you receive this fax by mistake, please be aware that this confidentiality is to be respected and the information is not to be copied or passed on in any way. We would ask you in such cases to inform us immediately and to return the original fax to us.

J Penhey Esq
Borough Solicitor
London Borough of Barnet
DX 59318
HENDON

COPY

BRL\14317\0002
DEV2.33400.JMP/sb
020 7462 2206
blevy@fladgate.com
27 February 2001

Dear Mr Penhey

The United Synagogue Eruv Committee

You suggested to me that I obtain a draft from Barclays Bank of the form of bond which they proposed. They have told my clients that they don't have a standard form and have asked me to draft something.

I have no idea whether the enclosed draft will be acceptable to Barclays nor, indeed, if that is the appropriate bank, but have asked my clients to check with them.

The form I attach gives you, I am sure, the security that you require.

I have not otherwise heard from you since the afternoon of 15 February at which time you were waiting to hearing from John Koster. You were going to come back to me on the question of costs and your conversation with John Koster had involved the notices to frontagers.

In that last connection, please can I draw your attention to clause 3(a)(ii)(2) of the draft licence where the Committee contracts to serve notice on the frontagers of its proposal to erect the Apparatus. I would like to advise my clients that that relates only to the poles and that we don't have to give notice to every frontager of the stringing of the wire between the poles. That would involve, of course, thousands of notices. I would be grateful if you would please come back to me with confirmation of this point and a note of what the costs are.

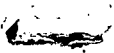
Yours sincerely

Brian Levy
Partner

426006v01\DS

28.2.01.

Re: - not sure if
you have received a copy
of this
L



Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

Directors:

Heather Fox BSc Dip TP MRTPI

Graham Murdoch BSc (Hons) MRTPI ARICS

Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA

John Edwards FRICS

Graham Morris Esq
United Synagogue Eruv Committee
9 West Heath Road
London NW3 7UX

With Compliments

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John Edwards FRICS

Lionel Shebson Esq
14 Chessington Avenue
London N3 3DP

Your reference

Our reference GAM/1871/S1000/lh

Date 27th February 2001

Dear Lionel,

ERUV

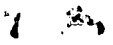
Following our telephone conversation yesterday I have spoken to Shelagh Best and I have also received a response from Alan Perrin to my letter of 14th February.

Shelagh Best has given me a phone number for Simon Green of Mouchels and once I have the wire promised by Alan I will send it direct to him and I can then chase a response. She has apparently been told that the breaking strength of the wire deteriorates with weathering and, in particular, exposure to sunlight. She is going to bring this to Mr. Green's attention and is asking whether it is possible to test the wire with ultra violet. I obviously explained to her that it is essential for you to keep the wire in good condition because if it breaks the ERUV no longer functions. She acknowledged that this is the case and it may be that it would be sensible to suggest to her that the wire will be regularly replaced to avoid any such problems.

Subject to receiving detailed site plans from Mr. Koster (to whom she is going to speak) and to a bit of jiggling with the license she believes that she is just about there once Mr. Green has reported back to her.

The question of the drawings brings me to a point I have been trying to speak to Alan about and that is the two sites where he has identified drafting amendments. Can Alan please confirm that these are merely drafting errors and that the correct positions are shown on the approved drawings in each case. If not then I am afraid we may need to go back to Barnet Council Planning Department and ask for a further amendment of the approved plans. I need an answer to this question in order to be able to go back to John Koster on the question of the drawings so could Alan please contact me to let me know the answer.

I think the question of Notices has been slightly misunderstood by Alan. I believe that you have to serve the notice on either the Council or the statutory undertakers rather than on adjoining residents. If need be I can check this point with John Koster.



Ref: 1871

Fibbens Fox Associates Chartered Town Planners
To: ERUV

27/02/01

Kind regards,

Yours sincerely,

Graham Murdoch

c.c. Graham Morris Esq
Edward Black Esq
Alan Perrin Esq

J. J. REICH
EST. 1943



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www.reichinsurance.co.uk E-mail info@reichinsurance.co.uk

Schreiber Holdings Limited
9 West Heath Road
London

Our Ref :DAL/BM/SCHR01
Your Ref :
Date :20/02/2001

NW3 7UX

For the attention of Graham Morris

Dear Graham,

Eruv

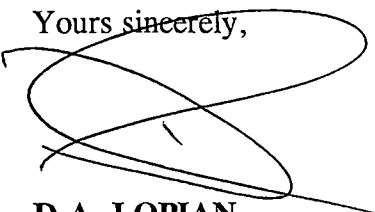
Thank you very much for your letter of the 16th February 2001, together with the cheque, the proposal form, and the copy of the draft licence.

I have forwarded all the documentation to the Norwich Union and have asked them to issue the policy document, with the effective date being 1st April 2001, as a matter of urgency. In connection with one of the clauses relating to the 90 day cancellation clause the Norwich Union will agree to them, but on the basis that it does not override their ability to cancel within that period in the event of non payment of premium (which is not applicable as the premium has already been paid) or on the grounds of non-disclosure or misrepresentation. This is fairly standard and I am sure that the London Borough of Barnet will not have any objection to that.

I will keep in contact with the Norwich Union to ensure that this matter is expedited.

Kind regards.

Yours sincerely,



D.A. LOPIAN

c.c. Mr. B. Levy, Fladgate Fielder

From: Peter Sheldon <petersheldon88@hotmail.com>
To: APerrin@cyworks.co.uk <APerrin@cyworks.co.uk>; Graham Morris <graham@schreibers.com>; Lionel Shebson <vlshebson@tesco.net>; Laurence Begner <lbegner@altheimer.co.uk>; Edward Black <ebb@dentonwildesapte.com>
Date: 21 February 2001 01:36
Subject: Re: Eruv 20/02/01

Alan,

Kol hakavod - you seem to have covered the relevant bases. Let's hope that the pole position problem does not stir up anything.

Peter

----- Original Message -----

From: APerrin
To: Graham Morris ; peter sheldon ; lionel shebson ; laurence begner ; edward black
Sent: Tuesday, February 20, 2001 10:26 PM
Subject: Eruv 20/02/01

Dear all
Please see attached which is self explanatory
I am trying to fit everything in this week
Has anyone got a spare 24 hours to lend me ?
I hope to be touching base with Tesco's man tomorrow
Regards
Alan

This message has been checked for all known viruses by Star Internet delivered through the MessageLabs Virus Control Centre. For further information visit <http://www.star.net.uk/stats.asp>

From: APerrin <APerrin@cyworks.co.uk>
To: Graham Morris <graham@schreibers.com>; peter sheldon
<petersheldon88@hotmail.com>; lionel shebson <vlshebson@tesco.net>;
laurence begner <lbegner@altheimer.co.uk>; edward black
<ebb@dentonwildesapte.com>
Date: 20 February 2001 22:27
Subject: Eruv 20/02/01

Dear all
Please see attached which is self explanatory
I am trying to fit everything in this week
Has anyone got a spare 24 hours to lend me ?
I hope to be touching base with Tesco's man tomorrow
Regards
Alan

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<http://www.star.net.uk/stats.asp>

21/02/2001

Roman House 296 Golders Green Road London NW11 9PY
0207 573 7888 Fax 0207 573 7885 aperrin@cyworks.co.uk

Graham Murdoch
Fibbens Fox Associates
by fax 0208 506 1887
2 pages incl. No header.

copy by email: Graham Morris, Lionel Shebson, Peter Sheldon, Edward Black,
Lawrence Begner

20/2/2001

Dear Graham

Re: Mouchel Testing Wire (your letter to Graham Morris of 14/2)

From Sheila Best's letter of 9/2 to Mr S Green of Mouchel it is clear that Mouchel need to test the tensile strength of the wire. I will be buying a reel this week and will post it to you directly. They have not (specifically) asked that they see a strung length but if they require I can give them a 30m or so span in the Roman House Car Park.

Re: Finalisation of Drawings with John Koster (your letter to me of 16/2)

The (final) pre-licence Rabbinic inspection has drawn my attention to two further locations with draughting amendments. One apparently originating with Barnet, the other with me. These are on plans nos 22346/66 (entrance to Clitterhouse Playing Fields off Hendon Way) and 22346/3 and 4 (Great North Way at the approach to the M1 slip road)

The former was shown on old plan 21902/71 with an amendment submitted on 22/2/2000 together with a sketch elevation showing the post to fitted to the top of the subway ramp wall. I enclose in the post tomorrow a copy of this sketch together with a corrected edition of 22346/66.

In respect of the pair 22346/3 and /4, I appear to have shown them too far to the east. As the actual location is "off the map" in respect of Barnet's current plans, I will re-plot on a 1:1250 edition from Hendon Library and send to you directly. The area is particularly residence-free and I am sure that the amendment can be effected without much ado. One post is still on the embankment adjacent to Copthall Playing Fields, the other is on the reservation between the A1 slip road leading to Fiveways Corner, and the foot of the elevated section which becomes the North Bound slip road to the M1.

Re: Notice of Intention (your letter to me of 16/2)

We (I !) have, some years ago, gone through a rigorous exercise with all the statutory undertakers (BT and Cable Phone, Electricity, Cable TV, Gas, Water, Sewage) in

which they were sent copies of the plans and in turn sent us their own drawings for cross-matching. No problems were identified. In addition, as we were to use a Council-approved Contractor, the issue of accidental discovery was minimised because of the Contractors own procedures in digging up the road/pavement.

At no stage was the issue of the Committee advising residents of forthcoming works discussed. It has always been Barnet who posted notices to residents, though I do have a vague recollection, pre-Appeal (6-7 years back) of pinning up additional ones on lamp-posts and other street furniture to comply with some directive. No mailshot to residents has ever been carried out by the Committee. If at all possible we should not commence now.

Regards

Alan

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr B Levy
Fladgate Fielder
25 North Row
London
W1R 1DJ

19 February 2001
by fax: 020 7629 4414

Dear Brian

Eruv

Thank you for your letter dated 16 February 2001. So far as the guarantee is concerned, Peter Sheldon in his capacity as President of the United Synagogue will be in direct touch with you since he has details of the standard form of bank guarantee available to the United Synagogue from their bankers. There should not be any problem and the Council will if anything be in a better position than they would have been with the cash deposit. I doubt if it will be possible to arrange for the bank to top up the guarantee without reference back to the customer but, again, the Council will be in the same position as they would have been had the cash deposit been depleted. They would have had to ask us to top up the cash deposit and in the revised circumstances they will need to ask us to arrange for the bank guarantee to be similarly increased. I suggest that if there is any difficulty we put Peter Sheldon in direct touch with the Finance Officer at Barnet rather than the matter being dealt with through Penhey.

So far as the contractors are concerned we are of course using the Council's contractors. Our preferred contractor on the last occasion was David Webster Ltd and Alan Perrin will no doubt shortly be obtaining confirmation that they are prepared to proceed, hopefully at the same price quoted in February 1999.

I note the position with regard to the notices and if there is any further information you need in this respect please let me know.

I am delighted that the need for urgency has at last reached Penhey and hope that the final form of the licence will be agreed within the next day or so for exchange if possible this week.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr E Black
Mr G Murdoch
Mr A Perrin
Mr L Shebson
Mr P Sheldon, by fax: 020 8349 9473



FLADGATE FIELDER
SOLICITORS

Graham Morris Esq
9 West Heath Road
London NW3 7UX

Our ref

BRL\14317\0002

Your ref

020 7462 2206

Direct dial

blevy@fladgate.com

E-mail

Date

16 February 2001

BY FAX AND POST: 020 7433 3934

Dear Graham

Eruv

John Penhey from Barnet telephoned me late on Thursday afternoon to tell me that he had instructions from the Finance Department that the bank guarantee was approved in principle provided that it dealt with (1) replenishment if there is periodic drawdown on the guarantee (2) machinery for annual review on reasonable notice and (3) subject to the form of guarantee which he would like to see in the nature of a bond.

I confirmed there was no problem with any of the above points and I asked him if he would draft something as quickly as he could.

If you have a particular bank in mind could I ask, please, that you get them to send me their standard form of guarantee anyway which we can use as a basis. I think I asked for this some time ago.

I mentioned to him again the fact that we were using the Council's contractors and therefore that would cut out a tier of disputes between the Committee and the Council if they did have any work carried out. He thought the contractors would be either Websters or G M Britten.

He is still waiting to hear from John Koster that everything has been agreed with Graham Murdoch.

Finally, because the Council have been asked to notify the objectors of any notices which have been sent out to frontagers I agreed that we would give the Council a copy of any notices we sent to frontagers. These would effectively be in the form of notices which I got from John Koster a long time ago as being notices that the

396552v02\PT1

cont.../

16 February 2001

Council would send out and which would therefore automatically be acceptable to them and I believe I sent you a copy of those notices.

He has obviously had a rocket because he kept apologising for the fact that he thought that Friday was unlikely to be effective as the date of exchange. I said that we could live with Monday on that basis but he still thinks that is optimistic although he will be working on the matter.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Brian Levy', with a long horizontal stroke extending to the right.

Brian Levy
Partner

c.c G Murdoch
Edward Black
Peter Sheldon
Lionel Shebson



Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

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John Edwards FRICS

Graham Morris Esq
United Synagogue Eruv Committee
9 West Heath Road
London NW3 7UX

With Compliments

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31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

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Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Alan Perrin Esq
61 Woodlands
London NW11

Your reference

Our reference GAM/1871/S1000/lh

Date 16th February 2001

Dear Alan,

ERUV

John Koster rang me earlier today to say that he is moving forward with the finalisation of plans on the various pole locations. He also identified that he may need to write a Notice of Intention of grant of a license but that he only needs to do this if he believes that any of the poles will directly effect any statutory undertakers. He has asked me to double check with you the position regarding this. I recollect that before the latest application was submitted we obtained copies of all the statutory undertakers details and made sure that poles weren't in those locations. Am I correct in thinking this and secondly, if so, did we make sure that the subsequent revisions to those pole locations which have just been agreed by Barnet also avoided statutory undertakers.

This is an important point not just in terms of saving John Koster time and effort but also because you will apparently need to serve a notice regarding the opening up of the footpath at each location for the poles and it is going to be somewhat problematical if you find that on opening up the footpath you hit one of the undertakers cables or pipes.

If you can let either myself or John Koster have this information as quickly as possible we can hopefully continue to move this matter forward.

Kind regards,

Yours sincerely,



Graham Murdoch

c.c. G. Morris Esq
B. Levy Esq
L. Shebson Esq
E. Black Esq

THE UNITED SYNAGOGUE

ERUV COMMITTEE

Trustees:

Laurence Begner
Edward Black
Graham Morris

Secretary:

Michael Field

9 West Heath Road
London NW3 7UX

tel: 020 7433 3434
fax: 020 7433 3934

Mr D A Lopian
Reich Insurance Brokers
Medal House
197 Chapel Street
Manchester
M3 5EQ

16 February 2001

Dear Danny

Eruv

Thank you for your letter dated 14 February 2001 with its enclosures. I now return the proposal form duly completed although, as you will see, most of the information requested is irrelevant to our "business". I have however inserted a resumé of our activities at the end of the form and I attach a copy of the draft licence under which Barnet will permit us to install and maintain the Eruv. The insurance obligation is contained in Clause 3(j) on pages 7 and 8 and it is to comply with this requirement that the policy is required. If there are any queries, please let me know and I shall endeavour to deal with them as quickly as possible. I enclose a cheque for £1050 made payable to Reich Insurance Brokers for the first premium; in the form I have inserted 1 April as the date on which the insurance should commence. This is somewhat hopeful and in practice it will be best if you arrange for cover to commence as soon as we notify you that it is needed.

As you will appreciate this is all a vicious circle in that Barnet will not enter into the licence until they receive the policy schedule. Please therefore do all you can to see that it is issued as soon as possible since we are hoping to complete the matter with Barnet during the course of the next week or so.

With all good wishes

Yours sincerely

 Graham Morris

cc: Mr E Black
Mr B Levy
Mr L Shebson
Mr P Sheldon

From: Peter Sheldon <petersheldon88@hotmail.com>
To: V. Lionel Shebson <vlsheson@tesco.net>; Jeremy Conway
<jconway@kosher.org.uk>; Graham Morris <graham@schreibers.com>;
Edward B. Black <ebb@dentonwildesapte.com>; David Schreiber
<david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan
Perrin <APerrin@cyworks.co.uk>; Laurence Begner
<lbegner@alzheimer.co.uk>
Date: 15 February 2001 16:40
Subject: Shelagh Best

Following discussions with Lionel and Graham, I am sending the attached letter to Shelagh Best tonight.

Peter

Ms. Shelagh E. Best
North & West Area Team,
TfL Street Management Services
3rd Floor, 15, Dacre Street,
LONDON SW1H 0NR

15 February 2001

Dear Ms. Best,

UNITED SYNAGOGUE NORTH WEST LONDON ERUV

I understand that you are dealing with the Highways issues relating to the above. The Chief Rabbi, Professor Jonathan Sacks and I are very grateful for the trouble that you are taking over this unusual matter at a time when, I am sure, you have many other issues to deal with.

As you will be aware, we now have full authority from the Barnet Council to proceed and anticipate that all of the legal and regulatory formalities will be completed within the next two weeks. As soon as that is the case, we are most anxious to commence with the erection of the Eruv, which has been eagerly and patiently awaited by the thousands of members of our local communities for a considerable period of time.

I have seen sight of your letter to Mouchel Consulting, dated 9 February, and appreciate the fact that you have stressed the urgency of validating the operational safety of the wire to be used, which I believe should be capable of early resolution. Our legal advisors have been instructed to give you every support, so that the matters that fall to be settled with you can be dealt with equally speedily.

Since TfL approval is effectively the last hurdle that we have to overcome, we are hopeful that it will be granted in time for us to be operational by the Passover holiday, which commences 9 April. This means that we are aiming to have settled all issues with you within the next fortnight or so, to allow time for the works to be carried out. I would be grateful if you would let me know of any obstacles to the achievement of this objective. We are anxious to avoid hoards of mothers with babies in prams and pushchairs demonstrating against what they believe have been inordinate bureaucratic delays in providing a facility that they have been keenly anticipating for many years.

With my thanks again for your understanding and assistance,

Yours sincerely,

PETER SHELDON
President

From: Peter Sheldon <petersheldon88@hotmail.com>
To: V. Lionel Shebson <vlsheson@tesco.net>; Jeremy Conway
<jconway@kosher.org.uk>; Graham Morris <graham@schreibers.com>;
Edward B. Black <ebb@dentonwildesapte.com>; David Schreiber
<david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan
Perrin <APerrin@cyworks.co.uk>; Laurence Begner
<lbegner@alzheimer.co.uk>
Date: 15 February 2001 16:43
Subject: Letter to Shelagh Best

the word "poles" replaces the word "Eruv" in the second paragraph.

Peter

From: Black, Edward <ebb@dentonwildesapte.com>
To: 'Peter Sheldon' <petersheldon88@hotmail.com>; V. Lionel Shebson <vlsheson@tesco.net>; Jeremy Conway <jconway@kosher.org.uk>; Graham Morris <graham@schreibers.com>; Black, Edward <ebb@dentonwildesapte.com>; David Schreiber <david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan Perrin <APerrin@cyworks.co.uk>; Laurence Begner <lbegner@altheimer.co.uk>
Date: 15 February 2001 22:26
Subject: RE: Shelagh Best

I am in total agreement

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildesapte.com

-----Original Message-----

From: Peter Sheldon [<mailto:petersheldon88@hotmail.com>]
Sent: 15 February 2001 16:39
To: V. Lionel Shebson; Jeremy Conway; Graham Morris; Edward B. Black; David Schreiber; David Frei; Alan Perrin; Laurence Begner
Subject: Shelagh Best

Following discussions with Lionel and Graham, I am sending the attached letter to Shelagh Best tonight.

Peter

This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildesapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

This e-mail (including any attachments) is intended only for the recipient(s) named above. It may contain confidential or privileged information and should not be read, copied or otherwise used by any other person. If you are not a named recipient, please contact the sender and delete the e-mail from your system.

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr B Levy
Fladgate Fielder
25 North Row
London
W1R 1DJ

15 February 2001

Dear Brian

Eruv

I refer to our telephone conversation earlier today and, as agreed, enclose copies of the two draft licences to be granted by the Secretary of State. I believe that the short three page version was superseded by the longer version and that is perhaps the draft that should be addressed. Peter Sheldon will be sending you by fax a letter in his capacity as President of the United Synagogue and it is hoped that this will be of some assistance in getting the matter moving forward. We are setting a date of not later than 2 March for exchange of the licence with the Secretary of State whilst keeping of course to our deadline of 23 February for conclusion of the licence with Barnet.

I hope that this draft licence will assist you in arranging a meeting with Shelagh Best and no doubt someone from her legal department with a view to going through the draft licence and bringing it up to date if necessary.

As you will see, Graham Murdoch has already written to Mr Green at Mouchel and hopefully this will move in parallel.

I have spoken to Danny Lopian with regard to his letter to you dated 13 February 2001. He has sent me a proposal form which I shall complete and return to him with a cheque for the first premium. I hope therefore not to need to trouble you with this aspect of the matter.

With many thanks for your continuing assistance in this troublesome matter and with every good wish

Yours sincerely

Graham Morris

cc: Mr E Black
 Mr G Murdoch
 Mr A Perrin
 Mr L Shebson
 Mr P Sheldon

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

Directors:

Heather Fox BSc Dip TP MRTPI
Graham Murdoch BSc (Hons) MRTPI ARICS
Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Graham Morris Esq.
United Synagogue Eruv Committee
9 West Heath Road
London NW3 7UX

Your reference

Our reference GAM/1871/S1000/gj

Date 14th February, 2001

Dear Graham

ERUV

I have been trying to make contact with Shelagh Best to discuss progress of her side of things but with no success until the enclosed copy letter.

I have written to Mr. Green asking him to let me know when he wishes to undertake this test. I recall that we at one stage had a sample of the wire available for testing – it may have been in connection with the appeal or for the Local Authority to look at, I can't recall which.

I believe it was some years ago and I suspect that the test facility is no longer in place as my recollection is that it was in the car park at the rear of Alan's office. However can we arrange for a new test facility to be created if one does not exist and can perhaps someone provide me with details of its location and its availability so that I can put pressure on Mr. Green to deal with the matter as quickly as possible.

Kind regards.

Yours sincerely,



Graham Murdoch

c.c. L. Shebson Esq.

A. Perrin Esq.

E. Black Esq.

B. Levy Esq.

Enc.

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

Directors:

Heather Fox BSc Dip TP MRTPI
Graham Murdoch BSc (Hons) MRTPI ARICS
Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Mr. S. Green
Mouchel Consulting Limited
Albany Place
Benwell Road
London N7 7DH

Your reference

Our reference GAM/1871/AP5/gj

Date 14th February, 2001

Dear Mr. Green

THE BARNET ERUV

Shelagh Best has sent me a copy of her letter of 9th February to you.

I am currently taking instructions from my clients concerning the availability of a testing facility. I recall that there was one in place some years ago to enable the Local Authority to test the wire and I am trying to find out how easy it will be to replicate this.

Perhaps if you could let me know dates when you are looking to make the test, I can then liaise further with my clients concerning this.

Yours sincerely,



Graham Murdoch

c.c. Ms. S. Best

9th February 2001

Mr. S. Green
Mouchel Consulting Ltd.
Albany Place
Benwell Road
LONDON
N7 7DH

Shelagh Best
Admin Support Manager
North and West Area Team
TfL Street Management Services
3rd Floor
15 Dacre Street
London SW1H 0NR

Switchboard: 020 7343 5000
General Fax: 020 7941 7260
Direct Line: 020 7941 7058

Dear Simon

Re: THE BARNET ERUV

We have corresponded on this matter in the past and there is another issue on which we need advice.

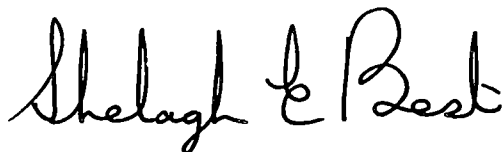
We have a commitment to test the tensile strength of the wires, which will span the poles. The type of wire to be used is Drennan Special Matt Sub-Surface Green Fly Leader fishing line 0.3mm in diameter or such other similar type 0.3mm diameter monofilament line as agreed in writing with the local planning authority. The purpose of the test is to provide evidence that the wire is in fact operationally safe for the proposed use.

I appreciate that this is not the usual type of request you receive from us. May I therefore please ask you to liaise with Mr. Graham Murdoch of Fibbens Fox Associates who can be contacted on 020 8505 8138. Fibbens Fox have been closely involved with work on the Eruv, particularly the technical issues.

I should be grateful if you will deal with this request as a matter of urgency. If these are any difficulties, please let me know.

A copy of this letter has gone to Graham Murdoch for information.

Yours sincerely,



SHELAGH E. BEST
ADMIN MANAGER NORTH AND WEST AREA TEAM
TRANSPORT FOR LONDON STREET MANAGEMENT SERVICES



J. J. REICH
EST. 1943

H. B. SUGDEN & Co.
EST. 1864

(incorporating ALFRED ALEXANDER & Co.)

Medal House · 197 Chapel Street · Manchester M3 5EQ

Tel: 0161 834 8877 / 834 9705 · Fax: 0161 833 0887 / 835 1656 / 833 1386

www.reichinsurance.co.uk E-mail info@reichinsurance.co.uk

Our Ref: DAL/BM/SCHR01

Date: 14th February 2001

TO: MR. GRAHAM MORRIS
FAX NO: 020 7433 3934

Dear Graham,

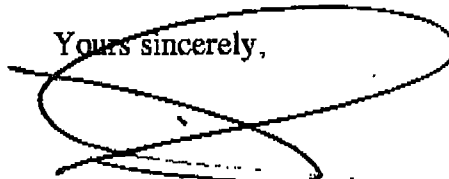
United Synagogue Eruv Committee

Further to our conversation this morning, I enclose a copy of my letter to Brian Levy of yesterday's date, together with a proposal form.

I trust this is in order and look forward to hearing from you.

Kind regards.

Yours sincerely,



D.A. LOPIAN

Our Ref: DAL/BM/SCHR01
Your Ref: BRL\14317\0002

Date: 13th February 2001

Mr. Brian Levy
Fladgate Fielder
Solicitors
25 North Row
London
W1R 1DJ

Dear Mr. Levy,

United Synagogue Eruv Committee

Thank you for your letter of the 8th February 2001.

A schedule is only issued by insurers if instructions are received to proceed with cover. Please, therefore, note that if you would like to proceed we require your formal instructions, and please complete and return the enclosed proposal form. Insurers will also require the first premium which is £1,050 and I look forward to hearing from you as to exactly when cover should commence.

Yours sincerely,

D.A. LOPIAN

**FLADGATE FIELDER**
SOLICITORS

25 North Row • London • W1R 1DJ
Tel: 0171 323 4747 • Fax: 0171 629 4414 • DX 9057 West End

FAX TRANSMISSION

TO	: Graham Morris	FAX NO	: 020 7433 3934
COPY TO	: Lionel Shebson		020 8346 2111
	Edward Black		020 7246 7777
	Peter Sheldon		020 8349 9473
FROM	: Brian Levy	OUR REF	: BRL\14317\0002\409181v05
DIRECT DIAL	: 020 7462 2206	E-MAIL	: blevy@fladgate.co.uk
DATE	: 12 February 2001	NO OF PAGES	: 2
			(including this page)
SUBJECT	: Eruv		

Dear Graham

I enclose copy letter to John Penhey. The Council are unhappy at the concept of a Bank guarantee and this is my fault since I was asked if the Bank would automatically increase the guarantee to cover any sums deducted in the interim by the Council, and I said no their guarantee would be limited to £10,000 in total. I do not believe a Bank would give a figure which did not have a guaranteed maximum.

Otherwise you will see what I have said in an attempt to expedite the matter.

I am sorry if I have acted without authority, and if you wish to revoke any of the statements I have made please come back to me as soon as possible.

Yours sincerely

Brian Levy
Partner

The contents of this fax are confidential to the recipient named above. If you receive this fax by mistake, please be aware that this confidentiality is to be respected and the information is not to be copied or passed on in any way. We would ask you in such cases to inform us immediately and to return the original fax to us.

J Penhey Esq
Borough Solicitor
London Borough of Barnet
DX 59318 HENDON

BRL\14317\0002
DEV2.38400.JMP/sb
020 7462 2206
blevy@fladgate.com

12 February 2001

Dear Mr Penhey

The United Synagogue Eruv Committee

I refer to our telephone conversation at 11.45 on Monday morning.

1. You and your Chief Finance Officer would prefer a cash deposit rather than a guarantee because you feel better protected.

The two points which have led you to this view are: -

- a) my statement that a Bank would not give a guarantee for an unlimited amount of money and would limit their guarantee initially to £10,000.
 - b) if you require to uplift that guarantee it would be done on an annual basis.
2. In the context of my two suggested amendments you were looking for machinery for deciding upon the reasonability of the Council's charges. I felt that this was not necessary. We are using the Council's Contractors to install the poles, etc. My Clients would not seek to argue the Council's outlay on any points unless the amount involved was substantial, in which case mediation of some sort would be necessary, but a simple way for my Clients to vet expenditure by the Council is simply to ask their Contractors, who also happen to be the Council's Contractors, whether the amount charged by the Council was in their view realistic. If the Council have used another contractor, then if the estimates varied substantially my Clients would wish to take action but otherwise would not bother.
 3. I also confirmed to you that in order to have the Agreement finalised at the earliest possible moment, I was happy for the Licence to recite that if the

Council wished to dip into the deposit made by the Committee for an amount which the Committee felt was unreasonable, then the Council could deduct the sum in dispute first and we would argue after the event.

4. You have kindly offered to deal with the cost calculations during the course of this week. They would include John Koster's costs, but until you have done so you can't even give me a "ball-park" figure.

I am writing to you to confirm the telephone conversation as promised.

Yours sincerely

Brian Levy
Partner

From: Edward Black <ebblack@dircon.co.uk>
To: graham@schreibers.com <graham@schreibers.com>
Date: 11 February 2001 16:36
Subject: [Fwd: FW: Eruv]

as discussed

-----Original Message-----

From: Palmer, Cllr Monroe [mailto:Cllr.M.Palmer@barnet.gov.uk]
Sent: 11 February 2001 15:22
To: 'Black, Edward'
Subject: RE: Eruv

Could you get Brian Levy to tell me what the specific matters are. When I spoke to Penhey last he said there was still some small disagreement on a clause in the draft insurance policy. If there is a small disagreement I suggest someone phones Penhey and sorts it out in a conversation rather than letters which seem to add weeks to any 'negotiation'. The other matter which Penhey told me last time was, according to him, a request from your agents to change a deposit to a bond or some such change. He saw no problem but it needed changes in the documents. So give me specifics and I will endeavour to sort out. Finally I was annoyed and disappointed to see so much anti eruv correspondence in The Hendon times and the Press and the Ham and High. It was made worse by a letter from Cllr Brian Gordon which was like a red rag to a bull. Here I have been trying to do it all quietly behind the scenes and our 'friends' with the best of motives just stir it up. Can someone ask Brian Gordon and others to stop replying and it will I hope quieten down. I found the letters - some from Jews - to be anti-Semitic. If the Eruv is not erected quickly I see horrible and expensive actions under Human Rights legislation. I see the plan as to get it up quickly and quietly and then let the opposition try what they must. I do not want delays resulting in an injunction stopping it being erected.

Monroe Palmer
Administration Lead Member for Development & Regeneration
Leader of the Liberal Democrat Group

> -----Original Message-----

> From: Black, Edward [SMTP:ebb@dentonwildesapte.com]
> Sent: 11 February 2001 12:45

> To: 'Palmer, Cllr M '
> Subject: RE: Eruv
>
> On Friday Graham Morris called me to say that he had spoken to Brian Levy
> again and been told that John Penhey was still dragging his feet over the
> small outstanding matters. Graham Morris asked me to contact you to ask
> you
> to try once more to work your magic.
>
>
> Sorry to bother you again and thanks once more for all your help on this.
>
> Warm regards
>
>
> -----Original Message-----
> From: Palmer, Cllr M
> To: 'Black, Edward'
> Sent: 26/01/01 15:14
> Subject: RE: Eruv
>
> spoke to him
> He will write to Mr Levy on Monday
> Still a query on a clause in Insurance Policy
> Also to be altered to take into account a bank guarantee replacing a
> cash
> deposit as requested
>
> Monroe Palmer
> Administration Lead Member for Development & Regeneration
> Leader of the Liberal Democrat Group
>
> > -----Original Message-----
> > From: Black, Edward [SMTP:ebb@dentonwildesapte.com]
> > Sent: 26 January 2001 12:25
> > To: 'Palmer, Cllr M'
> > Subject: RE: Eruv
> >
> > I am sorry to bother you again.
> >
> > John Penhey, the person in legal who is handling the licence promised
> > on 4
> > January to revert "in a day or two" to the solicitor handling this for
> > us
> > (Brian Levy) on the various small outstanding matters.
> >
> > Could you possibly arrange, once more, for some pressure to be
> > applied to
> > John Penhey.
> >
> > Shabbat shalom
> >
> >
> > _____
> > Edward Black
> > Denton Wilde Sapte
> > One Fleet Place London EC4M 7WS UK
> > Tel: +44 (0)20 7246 7550
> > Fax: +44 (0)20 7246 7777
> > E-mail: ebb@dentonwildesapte.com
> > _____

12/02/2001

From: Black, Edward <ebb@dentonwildesapte.com>
To: 'Peter Sheldon ' <petersheldon88@hotmail.com>; 'V. Lionel Shebson ' <vlshebson@tesco.net>; 'Jeremy Conway ' <jconway@kosher.org.uk>; 'Graham Morris ' <graham@schreibers.com>; 'David Schreiber ' <david@schreibers.com>; 'David Frei ' <info@londonbethdin.fsnet.co.uk>; 'Alan Perrin ' <APerrin@cyworks.co.uk>; 'Laurence Begner ' <lbegner@altheimer.co.uk>
Cc: 'eblack@dircon.co.uk' <eblack@dircon.co.uk>
Date: 11 February 2001 13:01
Subject: February 13 Meeting

Unfortunately i shall not be able to atend the meeting as I have had to arrange to be on Bosnia on business at short notice. I shall try to call into the meeting at about 22:00 London time.

On the outstanding amttters which are down to me:

1. Tesco: see me e-mail of Monday. Please confirm that this is being actioned.
2. Barnet: at Graham's request I have emailed Munroe Palmer asking him to chase John Penhey of Barnet to ensure that he does not continue to delay in the few outstanding matters. I will follow up with Munroe by phone.
3. Shelagh Best. I finally managed to reach her on Thursday. The particular purpose of my call was to resolve the insurance policy issue. She was convinced that we had advised her that the insurance company was someone other than Norwich Union. I conferenced Brian Levy in. we resolved that and he is sending her a (?further) copy of the policy.

Generally, however, Shelagh Best's tone was one of "hand wringing". "I am so busy. I have so many things to do. I can't get this matter resolved because I have so many other things on my plate. I am responsible for all trunk road matters involving North and North West London"

I initially tried the "honey" route. This important project which will benefit many people is close to completion and we are simply awaiting your resolution of the matters which you are responsible for in oredr to complete it .. etc. She seemed to respond well to this.

If this approach does not work we need to find an effective way to apply pressure to her. Political pressure will not be easy as there is no obvious political route to apply pressure through the Mayor's office as Livingstone is an independent. Can someone try to find out who her superior is and try to approach him/her. This runs the risk of losing Shelagh Best's goodwill but we are making no progress with it (if we have it) so I am not sure that we are worse of without her goodwill. Alternatively, perhaps we can arrange a meeting with her.

Warm regards

This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildesapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

**FLADGATE FIELDER**
SOLICITORS

25 North Row • London • W1R 1DJ
Tel: 0171 323 4747 • Fax: 0171 629 4414 • DX 9057 West End

FAX TRANSMISSION

TO	:	Graham Morris	FAX NO	:	020 7433 3934
COPY TO	:	Lionel Shebson			020 8346 2111
		Edward Black			020 7246 7777
		Peter Sheldon			020 8349 9473
FROM	:	Brian Levy	OUR REF	:	BRL\14317\0002\409181v04
DIRECT DIAL	:	020 7462 2206	E-MAIL	:	blevy@fladgate.co.uk
DATE	:	9 February 2001	NO OF PAGES	:	(including this page)
SUBJECT	:	Eruv			

Dear Graham

Thank you for your letter of 5 February.

I enclose a copy of my second letter to of 1 February to John Penhey and a copy of my letter of 5 February.

Yesterday Edward Black patched me into a conference call with Shelagh Best, to whom I have now sent a copy of the draft Norwich Union insurance policy.

Unfortunately we still don't know about costs and nor do we yet know about the Bank guarantee. That may require some pressure at your end.

I am faxing Penhey.

I would also like to get the insurance policy finalised in draft, and I have written again to Reich Brokers to push this along.

Yours sincerely

Brian Levy
Partner

The contents of this fax are confidential to the recipient named above. If you receive this fax by mistake, please be aware that this confidentiality is to be respected and the information is not to be copied or passed on in any way. We would ask you in such cases to inform us immediately and to return the original fax to us.

J Penhey Esq
Borough Solicitor
London Borough of Barnet
DX 59318 HENDON

BRL\14317\0002
DEV2.38400.JMP/sb
020 7462 2206
blevy@fiadgate.com
5 February 2001

Dear Mr Penhey

The United Synagogue Eruv Committee

Having quietly read through the reprint there are two or three variations I would like to make please.

1. On page 8 at the end of the parenthesis in the third line insert:
"and the Licensee not having remedied such breach".
2. In the Second Schedule please insert a new paragraph at the end of clause 2(2): -
"If the Licensee remedies the breach or action occasioning such notice or clause 3(2) of this Schedule applies before expiry of the notice then the Corporation shall withdraw the notice".
3. Please insert a new clause 4(5): -
"Provided always that the Corporation shall forthwith notify the Licensee in writing of any such claim, charges, costs, expenses, damages or losses hereinbefore referred to and shall not settle or pay any such without prior consultation with the Licensee".

Yours sincerely

Brian Levy
Partner

255819v08\JXB

J Penhey Esq
Borough Solicitor
London Borough of Barnet
DX 59318 HENDON

BRL\14317\0002
DEV2.38400.JMP/sb
020 7462 2206
blevy@fladgate.com

1 February 2001

SECOND LETTER

Dear Mr Penhey

The United Synagogue Eruv Committee

I looked at clause (f) on page 6 which I had queried with you at the telephone, together with one of my Planning Partners. He made the point that in practice I would not be using the Highway in exercise of my rights as a member of public to pass and repass in the context of carrying out works to the poles. I would, as you said to me on the phone, be exercising my rights as licensee under the Agreement.

Ideally I think I would please like the clause deleted since I don't understand it.

Yours sincerely

Brian Levy
Partner

(This has been agreed
with Penhey Smith.)

From: Black, Edward <ebb@dentonwildesapte.com>
To: Alan Perrin <APerrin@cyworks.co.uk>
Cc: 'Peter Sheldon' <petersheldon88@hotmail.com>; V. Lionel Shebson
 <vlshebson@tesco.net>; Jeremy Conway <jconway@kosher.org.uk>;
 Graham Morris <graham@schreibers.com>; David Schreiber
 <david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>;
 Laurence Begner <lbegner@alzheimer.co.uk>
Date: 06 February 2001 22:37
Subject: Tesco

I recently spoke to Malcolm Brummer about the Tesco "gate". Malcolm is, by the way, now at Tesco 3 or 4 days a week and spends the remainder of his working hours at Berwin Leighton. He confirmed that Tesco is happy in principle to put an arch or lintel over the gate. His only reservation was that he would rather not go to the trouble of organising this solution unless our other ducks were in a row. I explained that subject to the final inspection we were now dealing with the last few remaining issues including Tesco.

According to Malcolm, the Brent Cross store manager is supportive and Malcolm expects to see him during the course of this week and to have an opportunity to reconfirm this. The next stage is for a meeting to be arranged on site to explain what is needed. Alan, please contact Malcolm at Tesco (01992 644231, malcolm.brummer@uk.tesco.com <<mailto:malcolm.brummer@uk.tesco.com>>) to arrange this.

Edward Black
 Denton Wilde Sapte
 One Fleet Place London EC4M 7WS UK
 Tel: +44 (0)20 7246 7550
 Fax: +44 (0)20 7246 7777
 E-mail: ebb@dentonwildesapte.com

This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildesapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

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9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr B Levy
Fladgate Fielder
25 North Row
London
W1R 1DJ

5 February 2001

Dear Brian

Eruv

Thank you for your letter dated 1 February 2001 which I received this morning on my return to the office from a short trip abroad. There does not seem to be very much outstanding on the licence. If John Penney will not agree to amending Clause 4 along the lines you have indicated, I suggest that we allow the clause to stand as it is. The Committee's contractors were chosen because they are of course also the Council's contractors so I doubt if there will be any problem in practice. It will be natural for the Council to go to the original contractors since they will have all the requisite knowledge, unless of course they have ceased to be on the Council's list in which event we shall have to accept the position.

I note the position with regard to the costs but presumably this should not hold up getting the licence in final form.

I agree with you with regard to Clause 3(f) on page 6 but, again, I am not unduly concerned.

I hope that you have now heard from Penney that a bank guarantee is an acceptable alternative to a cash deposit and look forward to hearing from you on this issue.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr E Black
Mr L Shebson
Mr P Sheldon

From: Peter Sheldon <Peter@sheldon80.fsnet.co.uk>
To: V. Lionel Shebson <vlshebson@tesco.net>; Jeremy Conway
<jconway@kosher.org.uk>; Graham Morris <graham@schreibers.com>;
Edward B. Black <ebb@dentonwildesapte.com>; David Schreiber
<david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan
Perrin <APerrin@cyworks.co.uk>; Laurence Begner
<lbegner@altheimer.co.uk>
Date: 31 January 2001 17:19
Subject: Bank guarantee

I have asked Brian levy to send me a copy of the Draft licence and schedules from the Council so that I can send it to our bankers so that they can prepare a draft guarantee for consideration.

Peter

**FLADGATE FIELDER**
SOLICITORS

25 North Row • London • W1R 1DJ
Tel: 0171 323 4747 • Fax: 0171 629 4414 • DX 9057 West End

FAX TRANSMISSION

TO	: Graham Morris	FAX NO	: 020 7433 3934
COPY TO	: Lionel Shebson		020 8346 2111
	Edward Black		020 7246 7777
	Peter Sheldon		020 8349 9473
FROM	: Brian Levy	OUR REF	: BRL\14317\0002\409181v03
DIRECT DIAL	: 0171 462 2206	E-MAIL	: blevy@fladgate.co.uk
DATE	: 1 February 2001	NO OF PAGES	: 17 (including this page)
SUBJECT	: Eruv		

Dear Graham

Herewith copy letter from John Penhey of Barnet Council together with a copy of the Licence.

In clause 4 the Council have certain rights to carry out work in relation to the poles and wires without prior reference to us. I asked John Penhey if in the first instance the Council would automatically use the Committee's contractors because they had the appropriate equipment, experience and would know exactly what to do in the circumstances simply because not only had they put up the poles and wires but they carried out weekly inspections. He is very reluctant to agree this but would take instructions on the matter.

He still has a problem giving an estimate of the costs involved because he is waiting for his line manager to come up with the formula under which they can separate out the amount of time that was taken dealing with objectors and the amount of time taken dealing with me.

I have also queried clause (f) on page 6. He will look again at this clause. Neither of us frankly can decide what it means, and although I have let it pass on the basis that it doesn't look as though it can inhibit us in anyway, I would rather not have a clause which did not mean anything.

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BRL\14317\0002\409181v02

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Finally he hopes to come back to me on Thursday in relation to the Bank guarantee.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Brian Levy', with a long horizontal stroke extending to the right.

Brian Levy
Partner

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Borough Solicitor
The Town Hall, The Burroughs, Hendon,
London NW4 4BG
t: (020) 8359 2000 www.barnet.gov.uk Doc. Ex: 59318 Hendon

Mr B Levy
Messrs Fladgate Fielder
Solicitors
DX 9057
WEST END

contact: John Penhey
tel: (020) 8359 2510
e-mail: john.penhey@barnet.gov.uk
fax: (020) 8359 2680
date: 30 January, 2001
our reference: DEV2.38400.J MP.mc
your reference: BRL/14317/0002
Graeme Creer Borough Solicitor

in partnership with local people

Dear Mr Levy

RE: THE UNITED SYNAGOGUE ERUV COMMITTEE

I enclose a re-print of the draft licence incorporating amendments.

In clause 3(h) I have inserted some suggested additional wording, following our telephone conversation yesterday. Clause 3(j) incorporates the suggested amendments submitted to you on 4 January; I do prefer this wording to the wording set out in your letter of 9 January.

The draft licence caters at the moment for the provision of a cash deposit. The Council is considering your clients alternative suggestion of a bank guarantee.

Yours sincerely

John Penhey
for BOROUGH SOLICITOR



From: Daniel Ginsbury <dginsbury@fsilaw.co.uk>
To: lbegner@altheimer.co.uk <lbegner@altheimer.co.uk>;
 APerrin@cyworks.co.uk <APerrin@cyworks.co.uk>;
 ebb@dentonwildeapte.com <ebb@dentonwildeapte.com>;
 petersheldon88@hotmail.com <petersheldon88@hotmail.com>;
 jconway@kosher.org.uk <jconway@kosher.org.uk>;
 info@londonbethdin.fsnet.co.uk <info@londonbethdin.fsnet.co.uk>;
 david@schreibers.com <david@schreibers.com>; graham@schreibers.com
 <graham@schreibers.com>; vlshebson@tesco.net <vlshebson@tesco.net>
Date: 02 February 2001 13:42
Subject: Re: Fernside Court

Firstly, my regards to all recipients of this email, several of whom are friends and acquaintances. Hatzlochoh rabboh in completing the project asap!

Secondly, I am not aware of any Fernside residents having direct access to the golf course via the rear boundary. It is a private club and I don't think we'd be entitled to put in a gate onto the course without the consent of the club.

Good shabbos

Daniel Ginsbury.

>>> "Peter Sheldon" <petersheldon88@hotmail.com> 02/02/01 13:29:52 >>>
 You can all have a very good Shabbat.

Daniel Ginsbury has just called me to say that the two main Directors of the Management Company have decided that since this is just a case of repairing/replacing what existed previously, they have the authority to do so without reference to anyone else. They have agreed that we can go ahead. I have agreed that we will not start without letting him know exactly what we are doing and when. We also need to check whether our contractors can get access without warning tenants to move their cars during the repair process.

It occurs to me that, as an insurance, we may want to consider putting a gate somewhere in the line of the fence in the event that one or more of the tenants are used to having entry on to the golf course and might complain if they now cannot do so.

Peter

This is an e-mail from Finers Stephens Innocent, solicitors. The contents of this e-mail are confidential and may be privileged to the ordinary user of the e-mail address to which it was addressed. As this e-mail may contain confidential and/or privileged information, if you are not the named addressee, or the person responsible for delivering the message to the named addressee, please telephone us immediately. The contents should not be disclosed to any other person, nor copies taken. No-one else may copy or forward all or any of it in any form. You should carry out your own virus check before opening any attachment. We accept no liability for any loss or damage which may be caused by software viruses or interception/interruption of this mail.

Our postal address is :-

179, Great Portland Street,
 London,
 W1N 6LS,
 United Kingdom

at which address a list of our partners may be inspected.

From: David Schreiber <David@Schreibers.com>
To: 'Peter Sheldon' <petersheldon88@hotmail.com>
Cc: 'V. Lionel Shebson' <vlsheson@tesco.net>; 'Jeremy Conway' <jconway@kosher.org.uk>; 'Graham Morris' <graham@schreibers.com>; 'Edward B. Black' <ebb@dentonwildesapte.com>; 'David Frei' <info@londonbethdin.fsnet.co.uk>; 'Alan Perrin' <APerrin@cyworks.co.uk>; 'Laurence Begner' <lbegner@alzheimer.co.uk>
Date: 02 February 2001 13:39
Subject: RE: Fernside Court

Congratulations, Peter!

It sounds excellent.

We have a small contractor who has surveyed the job and quoted and is a reliable and pleasant bloke.

Brett MacLean 07957 372284

I suggest that Alan Perrin details the work and meets Brett on site to finalise details and it should certainly include a gate.

Shabbat Shalom

David

-----Original Message-----

From: Peter Sheldon [mailto:petersheldon88@hotmail.com]

Sent: 02 February 2001 15:30

To: V. Lionel Shebson; Jeremy Conway; Graham Morris; Edward B. Black; David Schreiber; David Frei; Alan Perrin; Laurence Begner

Cc: dginsbury@fsilaw.co.uk

Subject: Fernside Court

You can all have a very good Shabbat.

Daniel Ginsbury has just called me to say that the two main Directors of the Management Company have decided that since this is just a case of repairing/replacing what existed previously, they have the authority to do so without reference to anyone else. They have agreed that we can go ahead. I have agreed that we will not start without letting him know exactly what we are doing and when. We also need to check whether our contractors can get access without warning tenants to move their cars during the repair process.

It occurs to me that, as an insurance, we may want to consider putting a gate somewhere in the line of the fence in the event that one or more of the tenants are used to having entry on to the golf course and might complain if they now cannot do so.

Peter

From: Peter Sheldon <petersheldon88@hotmail.com>
To: V. Lionel Shebson <vlsheson@tesco.net>; Jeremy Conway
<jconway@kosher.org.uk>; Graham Morris <graham@schreibers.com>;
Edward B. Black <ebb@dentonwildesapte.com>; David Schreiber
<david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan
Perrin <APerrin@cyworks.co.uk>; Laurence Begner
<lbegner@alzheimer.co.uk>
Date: 02 February 2001 12:54
Subject: Fernside Court

Update:

Following conversations with Philip Maurice, I have now discovered that one of the other tenants who is a director of The Management Company is Daniel Ginsbury (brother and son of the Rabbis Ginsbury). Daniel is a property solicitor. I have spoken to him and he tells me that he and another Jewish director have agreed in principle to take the matter forward. He is fully aware of the delicacy involved and the need to keep reference to eruv out of discussions with third parties. His wife is expecting and he will become a major beneficiary of it. He believes that since the intention is purely to replace a fence that previously existed and has become totally dilapidated, it should be possible to do so without reference to the freeholders. However, he has excellent relations with someone at the freeholders offices with whom he deals on a regular basis and he is absolutely confident that we can achieve our requirements, even if there is a need to refer to them. He will revert to me as soon as possible.

I have told him, in response to his question that, in principle, we could carry out the work within three to four weeks of permission being given.

Shabbat Shalom,

Peter

From: Peter Sheldon <petersheldon88@hotmail.com>
To: V. Lionel Shebson <vlsheson@tesco.net>; Jeremy Conway
<jconway@kosher.org.uk>; Graham Morris <graham@schreibers.com>;
Edward B. Black <ebb@dentonwildesapte.com>; David Schreiber
<david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan
Perrin <APerrin@cyworks.co.uk>; Laurence Begner
<lbegner@altheimer.co.uk>
Date: 02 February 2001 11:14
Subject: Inspection

Lionel and i visited Dayan Ehrentreu this morning. He is ready to move quickly on the final inspection and is arranging with JC and AP to commence this Sunday and will follow up on Monday and Tuesday. He will then be away for ten days but we are agreed that he will attempt to have the whole series of checks completed by Purim.

Shabbat Shalom,

Peter



FLADGATE FIELDER
SOLICITORS

25 North Row • London • W1R 1DJ
Tel: 0171 323 4747 • Fax: 0171 629 4414 • DX 9057 West End

FAX TRANSMISSION

TO	: Graham Morris	FAX NO	: 020 7433 3934
COPY TO	: Lionel Shebson		020 8346 2111
FROM	: Brian Levy	OUR REF	: BRL\14317\0002\409181v01
DIRECT DIAL	: 0171 462 2206	E-MAIL	: blevy@fladgate.co.uk
DATE	: 30 January 2001	NO OF PAGES	: 4 (including this page)
SUBJECT	: Eruv		

Dear Graham

John Penhey did phone me on Monday, albeit at about 4.00 pm, to apologise for not having sent me the reprint of the Agreement and to explain that his Manager had been concerned at the possibility of a concerted campaign of vandalism occurring. He made the point that a one-off act of vandalism everybody could cope with, but if the Eruv poles were continually chopped down the Council might come to the conclusion that the project was not viable.

I immediately took offence at this and pointed out that the Council had already taken the decision that the concept was viable and it was not for lawyers like me and him to second guess the elected officials. I pointed out in addition that there were a couple of clauses in the draft licence where the Council did have the right to determine the licence.

He told me that he had pointed out those two clauses himself in discussions with his manager, but he queried whether they covered the possible situation.

I continued to take offence on the basis that: -

- a) I felt that there was no difference in principle as he suggested between the Eruv street furniture and the Council's street furniture. Anyone who would chop down the Eruv poles would just as easily chop down a bus stop or a telegraph pole

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BRL\14317\0002\409181v01

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- b) I did not believe that objectors to the Eruv scheme were the sort of people who would take the law into their own hands. I believed that they were rational objectors who would petition, write letters and otherwise take legal action to pursue their objections.

It was clear that he was embarrassed at having to put the point but he had to satisfy his Manager.

After a somewhat fraught conversation I rejected the suggestion that a clause should be drafted which would allow the Council to determine the licence because of repeated acts of vandalism. I pointed out that the Eruv licence would be a public document and a clause like that would invite action by radical objectors.

At the end of the day I suggested that we might well live with the addition to an existing clause allowing the Council to determine the licence "in the interests of public safety". That, I felt, was a sufficiently anodyne phrase not to present a peg upon which to hang action.

He has promised to fax me on Tuesday with the reprint of the Agreement, although he is still awaiting instructions as to whether the Bank guarantee is acceptable.

We have spoken again this morning. I assured him the Bank would offer a guarantee not just a Bank reference, and if necessary the Council could review the amount annually. Please ask your Bank to send me a draft form of guarantee.



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From: Black, Edward <ebb@dentonwildeapte.com>
To: 'Brian Levy' <blevy@fladgate.com>
Date: 29 January 2001 19:32
Subject: RE: Penhey

Do please keep the pressure on Penhey -- particularly if you do not hear from him tomorrow.

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildeapte.com

-----Original Message-----

From: Brian Levy [<mailto:blevy@fladgate.com>]
Sent: Monday, January 29, 2001 18:16
To: 'Black, Edward'
Subject: RE: Penhey

no,he phoned me this afternoon and has promised a revised print of the licence tomorrow

-----Original Message-----

From: Black, Edward [<mailto:ebb@dentonwildeapte.com>]
Sent: Monday, January 29, 2001 5:05 PM
To: 'Brian Levy'
Subject: Penhey

Cllr Palmer assured me on Friday that Penhey had promised him that he would revert to you by fax today (Monday) on the outstanding points. Did he?

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildeapte.com

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- Fax: 020 7629 4414 - DX: 9057 West End

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From: Info <Schreib@btinternet.com>
To: Peter Sheldon <petersheldon88@hotmail.com>
Date: 30 January 2001 09:43
Subject: Re: PS

Peter

Thank you for your email but the revised schedule was not attached.

Best wishes
Graham

-----Original Message-----

From: Peter Sheldon <petersheldon88@hotmail.com>
To: V. Lionel Shebson <vlshebson@tesco.net>; Jeremy Conway <jconway@kosher.org.uk>;
Graham Morris <graham@schreibers.com>; Edward B. Black <ebb@dentonwildeaple.com>;
David Schreiber <david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan
Perrin <APerrin@cyworks.co.uk>; Laurence Begner <lbegner@altheimer.co.uk>
Date: 26 January 2001 14:47
Subject: PS

Lionel has pointed out that I don't know my own mobile number. The attached revised schedule has the amendment in bold.

Shabbat Shalom,

Peter

From: Peter Sheldon <petersheldon88@hotmail.com>
To: V. Lionel Shebson <vlshebson@tesco.net>; Jeremy Conway
<jconway@kosher.org.uk>; Graham Morris <graham@schreibers.com>;
Edward B. Black <ebb@dentonwildesapte.com>; David Schreiber
<david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan
Perrin <APerrin@cyworks.co.uk>; Laurence Begner
<lbegner@altheimer.co.uk>
Date: 26 January 2001 14:47
Subject: PS

Lionel has pointed out that I don't know my own mobile number. The attached revised schedule has the amendment in bold.

Shabbat Shalom,

Peter



Registered Charity Number 242552

Adler House
735 High Road
North Finchley
London N12 0US
Telephone 020 8343 8989
Facsimile: 020 8343 6262

Chief Executive: George Willman

Graham Morris
9 West Heath Road
London
NW3 7UX

24 January 2001
29 Tevet 5761

Dear Graham

Eruv

Thank you for your undated letter and the bank statements.

I had already looked at the website suggested by David. It is extremely impressive and could, I believe, form a blueprint for us to follow.

I have identified one or two people who live in Courtney Avenue and will see if either would offer us the introduction that we need.

Kindest regards

Yours sincerely,

Peter Sheldon

CC Mr V L Shebson

President Peter Sheldon Vice-Presidents Anthony Cowen • Simon Hochhauser • Stuart Taylor
Treasurers Geoffrey Hartnell • Jeremy Jacobs • Brian J Wolkind

Chief Rabbinate and London Beth Din • Community Development • Daf Hashavua • Educational Assessments, Inspections, Publications and Resource Centre • Hospital Chaplaincy
Jewish Youth Study Groups • Kashrut Guide • Kosher Catering Licences and Product Certification • Lay Leadership Training • Mikvaot • Passover Food Guide • Prison Chaplaincy
Property Management • Singer's Prayer Book • Teacher Training • Tombstone Maintenance • University Chaplaincy • Voluntary Chevra Kadisha and Burial Society • War Grave Maintenance

From: Peter Sheldon <petersheldon88@hotmail.com>
To: V. Lionel Shebson <vlshebson@tesco.net>; Jeremy Conway
<jconway@kosher.org.uk>; Graham Morris <graham@schreibers.com>;
Edward B. Black <ebb@dentonwildesapte.com>; David Schreiber
<david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan
Perrin <APerrin@cyworks.co.uk>; Laurence Begner
<lbegner@alzheimer.co.uk>
Date: 25 January 2001 16:35
Subject: Courtney Avenue

Sarah Kyte has confirmed that the Kytes are perfectly happy to have their names used for the purpose of entry into the above road.

I have spoken to David Frei, who has informed me that Dayan Ehrentreu is preparing to start his final review of the Eruv this weekend and is likely to visit Courtney Avenue at that time.

Peter

From: Black, Edward <ebb@dentonwildesapte.com>
To: 'Begner, Laurence' <LBegner@altheimer.co.uk>; 'Peter Sheldon' <petersheldon88@hotmail.com>; David Schreiber <David@Schreibers.com>
Cc: APerrin@cyworks.co.uk <APerrin@cyworks.co.uk>; 'V. Lionel Shebson' <vlshebson@tesco.net>; 'Jeremy Conway' <jconway@kosher.org.uk>; 'Graham Morris' <graham@schreibers.com>; Black, Edward <ebb@dentonwildesapte.com>; 'David Frei' <info@londonbethdin.fsnet.co.uk>
Date: 25 January 2001 15:48
Subject: RE: Courtney Avenue

Courtney Avenue: I am concerned that the private nature of the road may cause problems with regular inspections when we are (bli ayin hora) up and running. Any thoughts?

Fernside Court: I am prepared to be an Indian not a chief and to leave the decision as to how to proceed to others. In deciding how to proceed I strongly agree with David and Laurence that we must not under-estimate the strength of the opposition and while the main opponents live in NW11 and NW2 it would be "just our luck" if someone living in Fernside Court has close links with a die-hard opponent.

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildesapte.com

-----Original Message-----

From: Begner, Laurence [<mailto:LBegner@altheimer.co.uk>]
Sent: Thursday, January 25, 2001 14:08
To: 'Peter Sheldon'; David Schreiber
Cc: APerrin@cyworks.co.uk; 'V. Lionel Shebson'; 'Jeremy Conway'; 'Graham Morris'; 'Edward B. Black'; 'David Frei'; Begner, Laurence
Subject: RE: Fernside Court/Courteny Avenue

This is a most sensitive issue and it is essential that a meeting take place before any communication is made verbal or otherwise with any party outside of the committee. While one anti tenant may not be able to prevent the residents majority action, leaking it to the press could sway the indifferent tenant to vote against it. Please do not underestimate the opposition!

-----Original Message-----

From: Peter Sheldon [<mailto:petersheldon88@hotmail.com>]
Sent: 25 January 2001 13:53
To: David Schreiber
Cc: APerrin@cyworks.co.uk; 'V. Lionel Shebson'; 'Jeremy Conway'; 'Graham Morris'; 'Edward B. Black'; 'David Frei'; 'Laurence Begner'

Subject: Re: Fernside Court/Courteny Avenue

I hear what you say. The difficulty is that the story that you want Philip to put forward is not convincing. Why would one tenant be prepared to pay for a whole new fence? If I were a tenant I would want to know more. I agree entirely that we don't want to broadcast it to the whole block that the fence is for the purposes of the Eruv but we will need to tell those who will make the decision to allow us to go ahead and that includes the Directors of the Management Company.

My letter does not need to be sent but we will have to ascertain through a meeting how to proceed. Are you all happy that Lionel and I should set up a meeting with Philip and the two Jewish Director/Tenants that he is sure will be sympathetic? I understand the sensitivities and am sure that we can explain them to Philip.

David, do we know if any of the major objectors live in or around Fernside Court? If so, who are they? Also, how could an individual or more than one individual, reasonably, stop a tenants' association from fencing in their property?

Courteny Avenue

I have just spoken to Sarah Kyte (who we know) whose brother and sister-in-law (members of HGS) live in Courtney Avenue. Sarah is a member of the Board of Management of one of our shuls and active in fundraising. She will see her brother tomorrow night and confirm that it is in order for us to use his name and address (Red Gables, Courtney Avenue) as entry to the road.

Peter

----- Original Message -----

From: David <<mailto:David@Schreibers.com>> Schreiber
 To: petersheldon88@hotmail.com <<mailto:petersheldon88@hotmail.com>>
 Cc: APerrin@cyworks.co.uk <<mailto:APerrin@cyworks.co.uk>> ; 'V. Lionel <<mailto:vlsheson@tesco.net>> Shebson' ; 'Jeremy Conway' <<mailto:jconway@kosher.org.uk>> ; 'Graham <<mailto:graham@schreibers.com>> Morris' ; 'Edward B. Black' <<mailto:ebb@dentonwildesapte.com>> ; 'David Frei' <<mailto:info@londonbethdin.fsnet.co.uk>> ; 'Laurence Begner' <<mailto:lbegner@altheimer.co.uk>>
 Sent: Thursday, January 25, 2001 11:12 AM
 Subject: RE: Fernside Court

Having opened the contact through Philip Maurice I think we should carry through but not put anything in writing.

Peter - I think, with respect, that your comment about paranoia etc is misplaced. We simply have a number of people who have and will put themselves out considerably to obstruct the eruv. We know most of them and they are not a figment of anybody's imagination. You only had to sit and watch the Appeal hearings to witness the parade. They would find it much easier to be obstructive about private land than to do anything about the poles and wire that have been approved by the council. Therefore it is not helpful to make public our dependence on a piece of private fencing and therefore our vulnerability. Either way I simply don't think it is worth the risk if there is an alternative.

I agree with Alan that chain-link fencing is more appropriate and we have already got a quote from a small contractor. I suggest that you explain to

25/01/2001

Philip Maurice that we do not wish to broadcast the purpose but that we are willing to fund the re-fencing in full. He could simply say that he has someone who is interested in providing a fence because of the exposure to the golf course behind and if there is no objection then he will arrange to have it done.

I'm in the UK now till Wednesday if you'd like to discuss this or any other issue.

Warm Regards

David

-----Original Message-----

From: APerrin [mailto:APerrin@cyworks.co.uk]

Sent: 25 January 2001 09:34

To: peterssheldon88@hotmail.com; V. Lionel Shebson; Jeremy Conway; Graham Morris; Edward B. Black; David Schreiber; David Frei; Laurence Begner

Subject: Re: Fernside Court

Dear all

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Regards

Alan

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From: Peter Sheldon <mailto:peterssheldon88@hotmail.com>

To: V. Lionel <mailto:vlshbson@tesco.net> Shebson ; Jeremy Conway <mailto:jconway@kosher.org.uk> ; Graham <mailto:graham@schreibers.com>

Morris ; Edward B. Black <mailto:ebb@dentonwildesapte.com> ; David

<mailto:david@schreibers.com> Schreiber ; David Frei

<mailto:info@londonbethdin.fsnet.co.uk> ; Alan

<mailto:APerrin@cyworks.co.uk> Perrin ; Laurence Begner

<mailto:lbegner@altheimer.co.uk>

Sent: Wednesday, January 24, 2001 8:14 PM

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Altheimer & Gray - Solicitors & U.S. Lawyers

7 Bishopsgate, London. EC2N 3AR. ENGLAND

TEL: +44 (0) 20 7786 5700 FAX: +44 (0) 20 7786 0000

www.altheimer.com

A list of Partners' names and their professional qualifications is open for inspection at the above address.

This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildeapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

From: Begner, Laurence <LBegner@altheimer.co.uk>
To: 'Peter Sheldon' <petersheldon88@hotmail.com>; David Schreiber <David@Schreibers.com>
Cc: APerrin@cyworks.co.uk <APerrin@cyworks.co.uk>; 'V. Lionel Shebson' <vlshebson@tesco.net>; 'Jeremy Conway' <jconway@kosher.org.uk>; 'Graham Morris' <graham@schreibers.com>; 'Edward B. Black' <ebb@dentonwildesapte.com>; 'David Frei' <info@londonbethdin.fsnet.co.uk>; Begner, Laurence <LBegner@altheimer.co.uk>
Date: 25 January 2001 14:13
Subject: RE: Fernside Court/Courteny Avenue

This is a most sensitive issue and it is essential that a meeting take place before any communication is made verbal or otherwise with any party outside of the committee. While one anti tenant may not be able to prevent the residents majority action, leaking it to the press could sway the indifferent tenant to vote against it. Please do not underestimate the opposition!

-----Original Message-----

From: Peter Sheldon [mailto:petersheldon88@hotmail.com]
Sent: 25 January 2001 13:53
To: David Schreiber
Cc: APerrin@cyworks.co.uk; 'V. Lionel Shebson'; 'Jeremy Conway'; 'Graham Morris'; 'Edward B. Black'; 'David Frei'; 'Laurence Begner'
Subject: Re: Fernside Court/Courteny Avenue

I hear what you say. The difficulty is that the story that you want Philip to put forward is not convincing. Why would one tenant be prepared to pay for a whole new fence? If I were a tenant I would want to know more. I agree entirely that we don't want to broadcast it to the whole block that the fence is for the purposes of the Eruv but we will need to tell those who will make the decision to allow us to go ahead and that includes the Directors of the Management Company.

My letter does not need to be sent but we will have to ascertain through a meeting how to proceed. Are you all happy that Lionel and I should set up a meeting with Philip and the two Jewish Director/Tenants that he is sure will be sympathetic? I understand the sensitivities and am sure that we can explain them to Philip.

David, do we know if any of the major objectors live in or around Fernside Court? If so, who are they? Also, how could an individual or more than one individual, reasonably, stop a tenants' association from fencing in their property?

Courteny Avenue

I have just spoken to Sarah Kyte (who we know) whose brother and sister-in-law (members of HGS) live in Courtney Avenue. Sarah is a member of the Board of Management of one of our shuls and active in fundraising. She will see her brother tomorrow night and confirm that it is in order for us to use his name and address (Red Gables, Courtney Avenue) as entry to the road.

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To: petersheldon88@hotmail.com
Cc: APerrin@cyworks.co.uk ; 'V. Lionel Shebson' ; 'Jeremy Conway' ; 'Graham Morris' ; 'Edward B. Black' ; 'David Frei' ; 'Laurence Begner'
Sent: Thursday, January 25, 2001 11:12 AM
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Regards

Alan

----- Original Message -----

From: Peter Sheldon

To: V. Lionel Shebson ; Jeremy Conway ; Graham Morris ; Edward B. Black ; David Schreiber ; David Frei ; Alan Perrin ; Laurence Begner

Sent: Wednesday, January 24, 2001 8:14 PM

Subject: Fernside Court

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I believe that we must avoid being paranoid about it being known that this is for the Eruv. On the contrary I believe that it will help us. So far the direct approach seems positive. We have tip-toed with anxiety over how to approach the issue and by going in the front door we have, so far, found only co-operation. It would only be a problem if a majority of the tenants objected (assuming that they are even given any say in the matter) and Philip says he cannot see that as any possibility. It is much more problematic for us if we try to sneak this through and we end up by antagonising people who might otherwise be sympathetic. There is a vast difference between a back garden fence and a post with wires on a street outside someone's home.

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Alzheimer & Gray - Solicitors & U.S. Lawyers

7 Bishopsgate, London. EC2N 3AR. ENGLAND

TEL: +44 (0) 20 7786 5700 FAX: +44 (0) 20 7786 0000

www.alzheimer.com

A list of Partners' names and their professional qualifications is open for inspection at the above address.

From: APerrin <APerrin@cyworks.co.uk>
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Date: 25 January 2001 07:35
Subject: Re: Fernside Court

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Regards
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From: Peter Sheldon

To: V. Lionel Shebson ; Jeremy Conway ; Graham Morris ; Edward B. Black ; David Schreiber ; David Frei ; Alan Perrin ; Laurence Begner

Sent: Wednesday, January 24, 2001 8:14 PM

Subject: Fernside Court

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From: APerrin <APerrin@cyworks.co.uk>
To: David@Schreibers.com <David@Schreibers.com>; 'Peter Sheldon' <petersheldon88@hotmail.com>
Cc: 'V. Lionel Shebson' <vlshebson@tesco.net>; 'Jeremy Conway' <jconway@kosher.org.uk>; 'Graham Morris' <graham@schreibers.com>; 'Edward B. Black' <ebb@dentonwildesapte.com>; 'David Frei' <info@londonbethdin.fsnet.co.uk>; 'Laurence Begner' <lbegner@alzheimer.co.uk>
Date: 24 January 2001 12:58
Subject: Re: Fernside Court

Dear all,
 For your information I am out of town between Thursday 25th and Sunday 28th January inclusive.
 I will catch up with emails on Monday.
 Alan

----- Original Message -----

From: David Schreiber
To: 'Peter Sheldon'
Cc: 'V. Lionel Shebson'; 'Jeremy Conway'; 'Graham Morris'; 'Edward B. Black'; 'David Frei'; 'Alan Perrin'; 'Laurence Begner'
Sent: Tuesday, January 23, 2001 6:08 PM
Subject: RE: Fernside Court

I am concerned about this and particularly the letter that went out. We have tried very hard not to reveal our interest as the Eruv committee simply because it only takes one person to twig it and object and we're really stuck. Alan and I have not found any feasible alternative route if we can't get Fernside. We do still have very real objectors out there and they would jump at the chance to mess up this part of it. Going to the Tenants Committee, unless we can identify the attitude of everyone there, is very risky.

I suggest that we discuss when I'm in London this weekend before taking further steps.

David

-----Original Message-----

From: Peter Sheldon [<mailto:petersheldon88@hotmail.com>]
Sent: 23 January 2001 19:16
To: V. Lionel Shebson; Jeremy Conway; Graham Morris; Edward B. Black; David Schreiber; David Frei; Alan Perrin; Laurence Begner
Subject: Fernside Court

I have now heard from Philip Maurice as a result of which I spoke to Mrs. Sheila Benson, a director of Fortune Management, the managing agents for the property. Both believe that there should be no problem in getting permission to do what we want at the back of the flats. However, it will be necessary to get formal approval from the tenants committee (Philip says that both of its Directors are Jewish and there will be no problem) and possibly also from the freeholder. The latter is a non-Jewish controlled company based in Durham.

Mrs. Benson has asked that we send her a letter setting out exactly what we want to do. On receipt she will let us know how to proceed.

Who is going to pick up the job of deciding exactly what we need to do and who will draft the letter to Mrs. Benson. I have sent the attached holding letter in the meantime.

Peter

From: Begner, Laurence <LBegner@altheimer.co.uk>
To: 'David Schreiber' <David@Schreibers.com>; 'Peter Sheldon' <petersheldon88@hotmail.com>
Cc: 'V. Lionel Shebson' <vlshebson@tesco.net>; 'Jeremy Conway' <jconway@kosher.org.uk>; 'Graham Morris' <graham@schreibers.com>; 'Edward B. Black' <ebb@dentonwildesapte.com>; 'David Frei' <info@londonbethdin.fsnet.co.uk>; 'Alan Perrin' <APerrin@cyworks.co.uk>; Begner, Laurence <LBegner@altheimer.co.uk>
Date: 24 January 2001 10:33
Subject: RE: Fernside Court

Although I have just come "on board again" I recall that Fernside Court is a very sensitive area. Can it wait till the weekend- should not Ms Benson be asked not to speak to anyone until she hears from us further.

-----Original Message-----

From: David Schreiber [mailto:David@Schreibers.com]
Sent: 23 January 2001 18:09
To: 'Peter Sheldon'
Cc: 'V. Lionel Shebson'; 'Jeremy Conway'; 'Graham Morris'; 'Edward B. Black'; 'David Frei'; 'Alan Perrin'; 'Laurence Begner'
Subject: RE: Fernside Court

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Perrin <APerrin@cyworks.co.uk>; Laurence Begner
<lbegner@alzheimer.co.uk>
Date: 23 January 2001 17:17
Subject: Fernside Court

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Peter

Mrs. Sheila Benson
Fortune Management
19, Red Road,
Borehamwood,
HERTS WD6 4SR

Please reply to:
United Synagogue Eruv
c/o 34 Fairholme Gardens,
Finchley,
London N3 3EB

23 January 2001

Dear Mrs. Benson,

FERNSIDE COURT – HOLDERS HILL ROAD, NW4

I refer to our telephone conversation, following your discussion with Mr. Philip Maurice.

I would like to thank you for taking the trouble to assist us in the matter of the rear of the above property, which will form part of the North West London Eruv. As you are probably aware, the Eruv largely consists of natural boundaries of minimum height and none of it interferes in any way with existing rights.

The rear of Fernside Court appears to have had linked fencing at some time that has become damaged and for the most part has disappeared. As a result, part of the “natural” boundary is no longer in existence. I am currently taking advice on the best way of replacing this boundary in an appropriate manner. Naturally, this would be done at our cost, swiftly and with, we believe, absolutely no inconvenience to the existing tenants. Indeed I believe that it would be regarded as an enhancement of what is currently a dilapidated area.

I will write to you as soon as possible with details of what is proposed and I hope that you will be able to secure an early and positive response.

With my thanks, once again, for your assistance,

Yours sincerely,

Peter Sheldon
President

From: APerrin <APerrin@cyworks.co.uk>
To: petersheldon88@hotmail.com <petersheldon88@hotmail.com>; V. Lionel Shebson <vlshebson@tesco.net>; Jeremy Conway <jconway@kosher.org.uk>; Graham Morris <graham@schreibers.com>; Edward B. Black <ebb@dentonwildesapte.com>; David Schreiber <david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Laurence Begner <lbegner@altheimer.co.uk>
Date: 22 January 2001 13:43
Subject: Re: Highgate Golf Course

Peter

To qualify your request

R.Conway and I investigated the Golf Course and need to walk up-and-down Courtney Ave but do not specifically need access to the rear of the premises. Courtney Ave is a private road (cul-de-sac) with a guard in a hut manning the entrance so we cannot just wander in. All we really need is a resident informing the guard that we are "visiting" or whatever the procedure is to gain entry.

Regards

Alan

----- Original Message -----

From: Peter Sheldon

To: V. Lionel Shebson ; Jeremy Conway ; Graham Morris ; Edward B. Black ; David Schreiber ; David Frei ; Alan Perrin ; Laurence Begner

Sent: Sunday, January 21, 2001 8:13 PM

Subject: Highgate Golf Course

Further good news.

JC did the long walk today and confirms that the boundary is intact. There is one small uncertainty concerning a private road, Courtney Avenue, which needs to be checked to ensure that the boundary there is also intact. Does anyone know a resident of that road, who might agree to our taking a walk along it?

Thanks to JC for his efforts.

Peter

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9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr P Sheldon
34 Fairholme Gardens
London
N3 3EB

Dear Peter

Eruv

Thank you for your two e-mails, both with good news. We do not know anyone in Courtney Avenue but we are trying to make some enquiries with friends in Sheldon Avenue which I think is the next one along.

I now enclose copies of the last two bank statements bringing you up to date as at 31 December 2000. The one cheque issued for £60 was for the renewal of our Royal Mail postage-paid reply service. We have renewed this and it looks as if we shall need it again, hopefully soon, for a fund-raising campaign.

I do not know whether you have visited any of the Eruv website but I enclose a copy of the Facts and Figures page from the St Louis Eruv website since it seems very succinct and clear. Something for us to copy!

With all good wishes

Yours sincerely

Graham Morris

cc: Mr L Shebson

From: Peter Sheldon <petersheldon88@hotmail.com>
To: V. Lionel Shebson <vlshebson@tesco.net>; Jeremy Conway
<jconway@kosher.org.uk>; Graham Morris <graham@schreibers.com>;
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Perrin <APerrin@cyworks.co.uk>; Laurence Begner
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Edward B. Black <ebb@dentonwildesapte.com>; David Schreiber
<david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan
Perrin <APerrin@cyworks.co.uk>; Laurence Begner
<lbegner@altheimer.co.uk>
Date: 20 January 2001 20:29
Subject: Fernside Court

Following a conversation between Mr.Kohn and JC we have established that Mr.Kohn sold his flat to Phillip Maurice, who some of us know - he sings with the Shabbaton and Neimah singers.

I have subsequently spoken to him and he believes that there will be no problem in our doing whatever is necessary at Fernside Court - new fence or poles with wires or combination). The Managing Agents (? freeholders) are a Jewish couple living in Borehamwood who Phillip feels very comfortable talking to. He will do so, in confidence, within the next couple of days and revert to me. Looks promising.

JC is hoping to do the Highgate Golf Walk tomorrow (Sunday 21st - subject to the availability of Mr. Glynn?).

Peter

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בס"ד

Eruv Main Page

Week of: January 5, 2001

Shabbos Parshas: VaYigash

Candle Lighting: 4:36 PM CST

Sponsor: Judy Haber and Alan Haber in honor of the Aliza Haber's 16th birthday.

The Eruv is kosher

שבת שלום

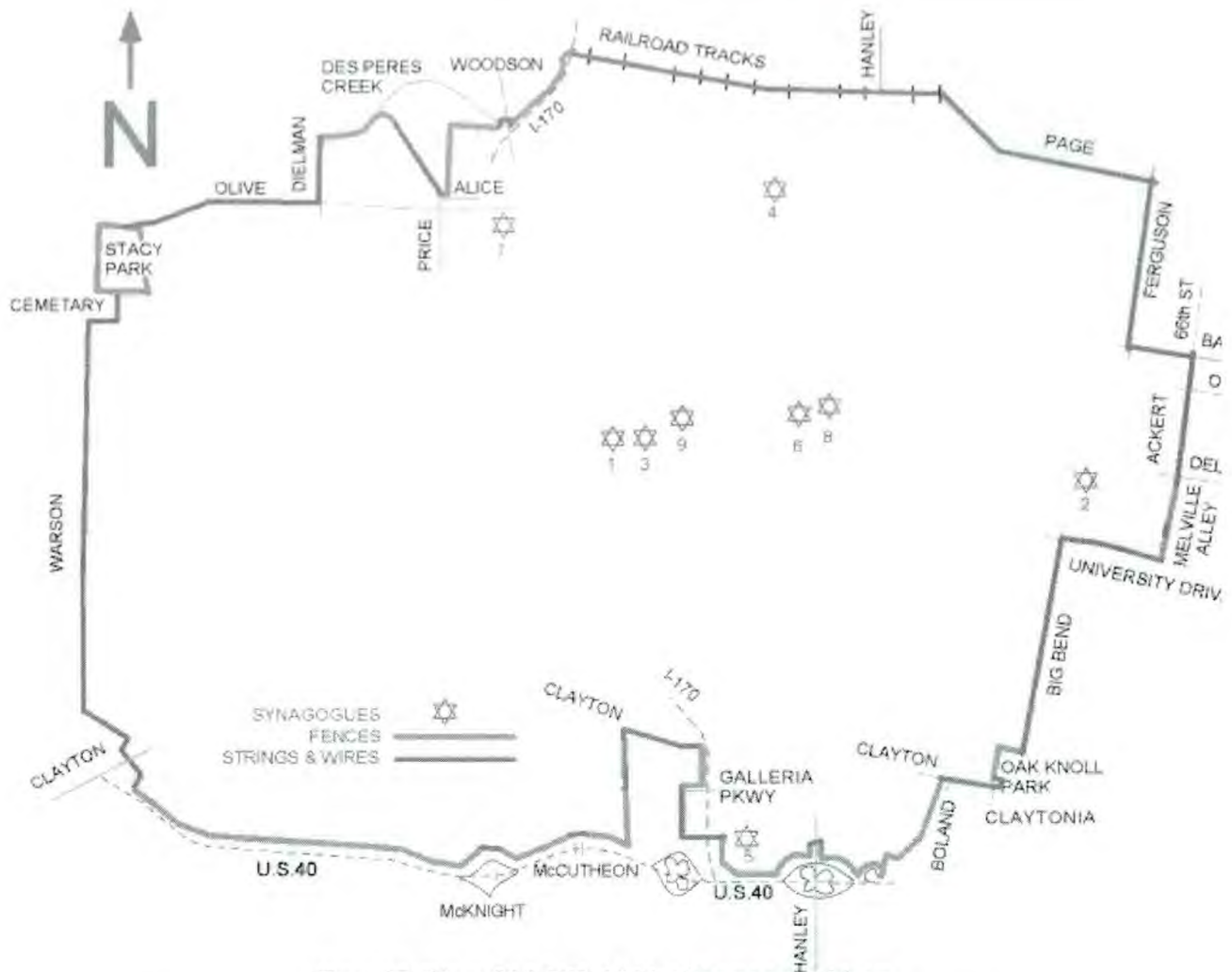
Eruv Hotline: 314-863-1811 after noon Fridays
To sponser future eruv inspections call Ruth Miller at 862-9269 - it's only \$36

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Eruv Boundaries



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Main Page Boundaries Information History Facts Shuls

בס"ד

Information

The St. Louis Community Eruv Volunteers

Michael Ariel
Joel Garbow
Alan Haber
David Hirshhorn
Stuart Zimbalist

Eruv Inspected by

Rabbi Chana Muser
Lewis Notowich

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ת"ב

History

THE BUILDING OF THE ST. LOUIS COMMUNITY ERUV

A CHRONOLOGICAL HISTORY OF THE ST. LOUIS COMMUNITY ERUV

10/25/93 - 12/9/94

Initial meeting to review history of prior efforts to obtain necessary approvals for a proposed St. Louis Community Eruv and to discuss plans to seek approvals necessary for a St. Louis Community Eruv. 10/25/93

Political Strategy Planning 11/18/93-
12/13/93

Consultation with Jewish Community Relations Council (JCRC) and other advisors 11/20/93-
12/30/93

Drafting, revising and editing of the Eruv Fact Sheet 11/17/93-
3/5/94

Begin Investigation of Alternative Feasible Eruv Boundaries 11/1/93

Gathering Information Concerning Eruvim in other communities 11/17/93-
2/28/94

Gather information concerning electric and telephone companies utilities in other communities who assisted in developing an Eruv within their service areas 11/17/93-
2/28/94

Gather information from other cities with Eruvim concerning safety experience 11/17/93-
2/28/94

JCRC Board Meeting and Endorsement of the Eruv 12/14/93

Incorporation of St. Louis Community Eruv, Inc. 12/20/93

Requesting and Obtaining Support & Support Letters for the Eruv from:

U.S. Senator John Danforth	1/3/94
U.S. Senator Christopher Bond	1/4/94
U.S. House of Representatives - James Talent	1/25/94
Missouri Senate - Wayne Goode	2/2/94
Missouri House of Representatives - Ilene Ordower	1/27/94
Missouri House of Representatives - Joan Bray	2/24/94
Mayor of the City of Clayton	1/27/94
Mayor of the City of Olivette	1/20/94
Mayor of the City of Richmond Heights	1/27/94
Mayor of the City of St. Louis	1/18/94
Mayor of the City of University City	1/11/94
Governor of Missouri	3/7/94
Jewish Federation of St. Louis	1/20/94
Jewish Community Relations Council	1/31/94
St. Louis Rabbinical Association	2/25/94

Meeting with County Executive, Buzz Westfall, to request rental of St. Louis County for the Eruv 2/10/94

Discussions with Merle T. Welshans concerning approach Union Electric Company to obtain Union Electric Company's cooperation. 2/12/94

Inspection of the Eruv by Rabbi Shimon Eider and meeting with Rabbi Eider to discuss proposed Eruv and requirements concerning the Eruv	2/15/94 - 2/16/94
Meeting with County Executive, Buzz Westfall, to obtain Proclamation and enter into the contract with St. Louis County for the rental of St. Louis County for the Eruv	2/22/94
Preparation of proposals to Union Electric Company and Southwestern Bell Telephone Company	2/1/94 - 3/10/94
Letter to Charles W. Mueller, President of Union Electric Company from Merle T. Welshans regarding the proposed Eruv and the need for assistance of Union Electric Company	2/12/94
Meeting with Local 1439 International Brotherhood of Electrical Workers (IBEW)	3/7/94
Obtain support and safety confirmations from IBEW	3/9/94
Meeting with Local 6310 Communications Workers of America (CWA)	3/11/94
Letter from St. Louis Community Eruv, Inc. to Charles Mueller, President of Union Electric Company including the Proposal to Union Electric Company	3/11/94
Meeting with Union Electric Company concerning Proposal	3/14/94
Obtain support letter and safety confirmation from CWA	3/14/94
Conference with Union Electric Company to confirm agreement in principal with respect to the Eruv	3/18/94
Meeting with CWA and Mike Smith, Southwestern Bell Telephone Company, to request assistance of Southwestern Bell Telephone Company and review the Proposal	3/18/94
Conference with Mike Smith confirming approval of agreement in principal with Southwestern Bell Telephone Company permitting pole attachments for the Eruv	3/25/94
Meeting with Union Electric Company concerning terms of approval of Pole License Agreement and related Matters	3/31/94
Search and examine alternative routes for Eruv boundary and review issues concerning poles, towers, fences, walls, creeks and other Eruv boundary features	4/1/94 - 5/31/94
Meet with Agents of Parkview neighborhood concerning closure at breaks in the Parkview neighborhood walls along Skinker	4/13/94
Meeting with Mayor Freeman Bosley, Jr. to request rental of the City of St. Louis for the Eruv and enter into contract with the Mayor for rental of the City of St. Louis for the Eruv.	4/22/94
Seed Money Campaign to pay planning expenses	6/20/94
Discussions with Rabbi's concerning questions and requirements for the Eruv boundaries	6/1/94 - 7/10/94
Visit with Rabbi Nathan Greenblatt to examine the Eruv and to review questions concerning	

Eruv requirements	7/11/94
Change and improve the Eruv Boundary	7/12/94 - 7/31/94
Determination of Proposed Revised Eruv Boundary	8/23/94
Meeting with Union Electric Company concerning Revised Eruv Boundary and Pole License Agreement	8/29/94

Obtain Commercial General Liability

Insurance Coverage	9/16/94
Send Certificate of Insurance to Southwestern Bell Telephone Company	9/16/94
Sign Pole License Agreement - Union Electric Company and send Certificate of Insurance and Pole License Fee to Union Electric Company	9/18/94
Conference with Mike Smith, Southwestern Bell Telephone Company concerning Eruv Boundary and permission to install pole attachments on telephone poles	9/19/94
Meeting with Local 1431 of the International Brotherhood of Electrical Workers to discuss construction of the Eruv	9/23/94
Meeting with Local 6310 of the Communications Workers of America to discuss construction of the Eruv	9/29/94
Planning for the installation of the pole attachments on the utility poles.	10/3/94 - 10/7/94
Preparing materials, equipment, maps and instructions for the construction of the Eruv.	10/3/94 - 10/7/94
Training of volunteers concerning the rules for construction a community Eruv.	10/6/94
Working with 29 volunteers from Local 1439 of the International Brotherhood of Electrical Workers and community volunteers to install pole attachments on the utility poles.	10/9/94

Meeting with the City Manager of Clayton to obtain permission

maintain a string in Oak Knoll Park from the west park fence to a utility pole in the park.	10/10/94
Construction and installation of non-utility improvements along the Eruv boundary (strings, plexiglass and railroad ties)	10/16/94- 10/30/94
Inspection of the Eruv boundaries by Rabbi Sholom Rivkin to confirm compliance with applicable requirements.	10/20/94
Raising funds to build, administer, operate, inspect, maintain and repair the Eruv.	10/3/94- 11/15/94
Inspection of the Eruv by Rabbi Sholom Rivkin and Rabbi Nathan Greenblatt	11/3/94
Construction changes and alterations to the Eruv boundary	11/6/94
Additional pole attachments and alterations	11/7/94
Activating the Eruv telephone Hotline	11/8/94
Inspection of the Eruv by Rabbi Sholom Rivkin	

and Rabbi Nathan Greenblatt	11/15/94
Approval of the Eruv by Rabbi Sholom Rivkin and announcements to the Community.	11/15/94
Posting of the Eruv Map in each of the synagogues within the Eruv.	11/15/94
Inspection of Storm Water Channels	11/17/94 - 11/29/94
Additional pole attachments made and strings replaced with pole moulding and other attachments.	11/20/94
Closure of Storm Water Channels	11/20/94 - 11/29/94
Resolution of Golf Course Water Traps	11/29/94
Application for Tax Exempt Status Filed with the IRS	11/30/94
Repairs, Adjustments and Inspection of the Eruv	11/30/94 - 12/1/94
Additional pole attachments, repairs, adjustments, tree trimming and inspections.	12/4/94 - 12/6/94
Change of boundary at northwest Olivette section of the Eruv to exclude unpaved portions of the storm water channel at railroad overpass east of Dielman Road west of Woodson and to use fences and utility poles for new boundary.	12/7/94 - 12/8/94
Tree trimming and inspections of the Eruv boundary.	12/8/94
Tree trimming and inspections of North Price Road, transition from fence to utility pole, and transition from Dielman storm water channel to utility pole.	12/9/94
First Sabbath with a functioning Community Eruv (7th of Kislev - Parshat Vayigash)	12/9/94 - 12/10/94

Eruv Hotline: 314-863-1811 after noon Fridays
 To sponsor future eruv inspections call Ruth Miller at 862-9269 - it's only \$36

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Facts & Figures

What has happened as a result of the existence of the eruv?

- Attendance of mothers and children at shuls on Shabbos has increased dramatically.
- Shabbos hospitality for families with small children has become commonplace.
- The streets on Friday evenings and Shabbos mornings and afternoons are filled with strollers and baby carriages.
- Wheel chairs transporting people to and from shul has become a familiar sight.

The eruv operates with the broad support of our Jewish Community.

Financial support to build and operate the eruv came from members of all the shuls within the eruv. \$50,000 was raised.

The cost to build the eruv was \$19,960.

The costs to maintain and operate the eruv over the last 24 months were:

Administration and Insurance	\$3,000
Inspections	\$12,000
Repairs and Maintenance	\$3,800

Many have assumed that once the eruv was complete, the work and expenses were over. To the contrary--the eruv requires regular and frequent time and attention.

Repairs to the eruv have been required 4 out of every 5 weeks. Some repairs have been minor, but many breakdowns have required significant repairs and replacements. In addition, over the last 24 months many improvements have been made to the eruv to make the eruv less vulnerable to breakdown.

While the eruv continues to operate on a sound financial basis, the eruv has not undertaken any additional fund raising.

If the members of our community recognize the value of the Community Eruv and the direct benefit to our families and our community, then the eruv must continue to have all our support.

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בס"ד

Shuls

[Young Israel of St. Louis](#)[Shaare Zedek](#)[Agudas Yisrael](#)[B'rith Shalom Knesset Israel](#)[Beth HaMedrosh HaGadol](#)[Chabad House of St. Louis](#)[Shaare Chesed Congregation](#)[Nusach Hari-B'Nai Zion](#)[Bais Avraham](#)

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9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr B Levy
Fladgate Fielder
25 North Row
London
W1R 1DJ

18 January 2001

Dear Brian

Eruv

I refer to my letter dated 12 January 2001 and have now heard from Peter Sheldon in his capacity as President of the United Synagogue that his Treasurers have agreed in principle to the United Synagogue providing a bank guarantee in the sum of £10,000 to Barnet Council. I look forward to hearing from you as soon as possible that the draft licence is now in acceptable form. If you experience any delay please let me know and I will pursue the matter with the help of our friendly Councillor.

With all good wishes

Yours sincerely

Graham Morris

From: David Schreiber <David@Schreibers.com>
To: Alan Perrin (E-mail) <APerrin@cyworks.co.uk>; David & Aviva Frei (E-mail) <info@londonbethdin.fsnet.co.uk>; Edward & Bubbles Black (E-mail) <ebb@dentonhall.com>; Graham Morris (E-mail) <Graham@Schreibers.com>; Lionel & Vivienne Shebson (E-mail) <L.Shebson@hk.hiway.co.uk>; Peter & Judy Sheldon (E-mail) <p.sheldon@kindertec.com>
Date: 18 January 2001 05:45
Subject: Eruv on the web

There are many eruv sites on the web worth looking at
One that is very straightforward and might serve as a model for the NW London Eruv is .

<http://www.drazen.com/eruv/index.asp>

Suggest you click to it and have a browse

David@Schreibers.com
H +972 2 561 9445
O +972 2 672 1411
M +972 54 842 600
F +44845 1274678

From: Peter Sheldon <petersheldon88@hotmail.com>
To: V. Lionel Shebson <vlshebson@tesco.net>; Jeremy Conway
<jconway@kosher.org.uk>; Graham Morris <graham@schreibers.com>;
Edward B. Black <ebb@dentonwildesapte.com>; David Schreiber
<david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan
Perrin <APerrin@cyworks.co.uk>; Laurence Begner
<lbegner@alzheimer.co.uk>
Date: 17 January 2001 13:07
Subject: Bond

I can confirm that the Treasurers of the US have agreed, in principal, to the US providing a Bank Guarantee in the sum of £10,000 to the Barnet Council. The costs involved would be borne by Eruv funds. Please let me know who will be taking this further.

Peter

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

Directors:

Heather Fox BSc Dip TP MRTPI
Graham Murdoch BSc (Hons) MRTPI ARICS
Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Graham Morris Esq
United Synagogue Eruv Committee
9 West Heath Road
London NW3 7UX

Your reference

Our reference

Date

GAM/1871/S1000/NF
15th January 2001

Dear Graham

ERUV

Please find enclosed correspondence received from John Koster in response to my letter of 8th January and my letter to him passing on some comments that Alan Perrin has made on the bundle of drawings that he sent through.

I trust the letters are self explanatory but if you have any questions please do not hesitate to contact me.

Kind regards

Yours sincerely



Graham Murdoch

Enc.

c.c. L. Shebson Esq
E. Black Esq
A. Perrin Esq
B. Levy Esq

Mr G Murdoch
Fibbens Fox Associates
31 the Broadway
Woodford Green
ESSEX
IG8 - 0HQ

contact: John Koster
tel: (020) 8359 4354
e-mail: northway@barnet.gov.uk
fax: (020) 8359 4152
date: 10 January 2001
our reference: HS/JDK/SBD/Murdoch.001
your reference:

please quote reference on all correspondence

Dear Mr Murdoch:

ERUV - REVISED SCHEDULE OF POLE LOCATIONS

Thank you for your letter dated 8 January 2001, concerning the revised schedule of pole locations.

I note your comments on the matrix after you have had the opportunity to discuss the details with Alan Perrin.

I would comment on the points you have made as follows:-

- 1 The final version of the schedule will **not** number any of the wires. Therefore, this column will be deleted from the schedules;
- 2 I note your comments on the spans between some of the poles. I will check these spans and amend the matrix accordingly. If I have any queries on the spans you have indicated for Wildwood Road I will contact you;
- 3 I note your comments on the height of poles in Wildwood Road.

It is intended that the general notes at the foot of the matrix will state the heights for the three categories of the poles. It will also state size (diameter) of the poles and the materials of which they are composed.

I confirm that I have dispatched to you a set of the drawings showing the pole locations. There are a total of 82 drawings, which show the positions of the 82 poles in 36 different locations. There are some amendments to be made to the drawings. Firstly, the note 'DRAFT COPY' needs to be deleted. There is the need to change the title panels on most of the drawings. I do not intend to initiate these changes until I have confirmation from you that no further amendments are necessary. When the drawings have been amended, I intend to send those drawings, which relate to trunk road

Barnet Council is committed to plain language. If there is anything in this document which you do not understand please let us know

locations to Shelagh Best at Transport for London to assist in the preparation of the licence for the trunk roads.

I will also send the revised schedule for pole locations to them. This information will, I assume, be appended to the licence which Transport for London are preparing.

I await your comments on all of the above points.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Michael Freestone', with a stylized, sweeping underline.

Michael Freestone
Chief Highways Officer

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

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Graham Murdoch BSc (Hons) MRTPI ARICS
Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Chief Highways Officer
London Borough of Barnet
Barnet House
1255 High Road
Whetstone
London N20 0EJ

Your reference HS/JDK/SBD/Murdoch.001
Our reference GAM/1871/AP5/NF
Date 15th January 2001

ATTENTION: JOHN KOSTER ESQ

Dear Sir

ERUV

I have received some observations from Alan Perrin in respect of the bundle of plans that you sent. Apparently plan 45 was missing from the bundle. It maybe useful for the sake of completeness for you to send that over to us. In connection with this please note that I passed all the plans that I had, uncopied, onto Alan.

In respect of the plans, and subject to the points made in my letter of 8th January referred to in your response of 10th January, Alan has raised two further matters. These are:-

Drawing (pole) 34. Pole is shown at rear of grass verge not at rear of pavement. This is a drawing error not a change of pole position. The required amendment is shown in red on the enclosed plan.

Drawing (pole) 82. Pole is still shown in position above the M1 carriageway. This should be to the right and was one of the pole changes which initiated the last planning permission changes. The amendment was to drawing 21902/87 of 15th June 1999 and is shown in red on the enclosed plans.

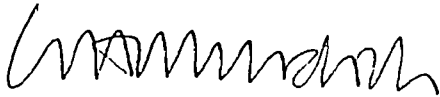
Ref. 1871

To: J. Koster Esq

15/1/01

I trust these comments are of assistance to you. I look forward to receiving a final set of the drawings once they are available in due course and I would be grateful if you could send a copy to Shelagh Best at Transport for London as soon as possible in order that she may press forward with the licence.

Yours faithfully



Graham Murdoch

c.c. ~~G. Morris~~ Esq
L. Shebson Esq
E. Black Esq
A. Perrin Esq
B. Levy Esq

From: Peter Sheldon <petersheldon88@hotmail.com>
To: Jeremy Conway <jconway@kosher.org.uk>; V. Lionel Shebson
<vlshebson@tesco.net>; Graham Morris <graham@schreibers.com>; Edward
B. Black <ebb@dentonwildesapte.com>; David Schreiber
<david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan
Perrin <APerrin@cyworks.co.uk>

Date: 15 January 2001 14:54

Subject: Minutes

At Lionel's request I am attaching a copy of the notes of our last meeting. Please note the action points.

Peter

From: Info <Schreib@btinternet.com>
To: ebb@dentonwildesapte.com <ebb@dentonwildesapte.com>;
petersheldon88@hotmail.com <petersheldon88@hotmail.com>;
vlshebson@tesco.net <vlshebson@tesco.net>
Date: 15 January 2001 17:00
Subject: Fw: Eruv

Attached is David's spreadsheet prepared early last year together with a draft revised handbook prepared by someone from the States who was here in England last year but who has apparently now gone back. Rabbi Kimche was however involved and probably can be helpful again. Needless to say, Dayan Ehrentreu will need to see and give final approval of all literature.

Best regards
Graham

-----Original Message-----

From: David Schreiber <David@Schreibers.com>
To: 'Info' <Info@Schreibers.com>
Date: 15 January 2001 10:12
Subject: RE: Eruv

Please print out the attached for GSM

-----Original Message-----

From: Info [<mailto:Schreib@btinternet.com>]
Sent: 15 January 2001 11:14
To: David Schreiber
Subject: Fw: Eruv

-----Original Message-----

From: Info <Schreib@btinternet.com>
To: David@Schreibers.com <David@Schreibers.com>
Date: 15 January 2001 09:13
Subject: Eruv

David

As agreed a reminder to dig up your papers with regard to the Eruv literature and your spreadsheet of tasks remaining to be done.

Best wishes
Graham

Info@Schreibers.com
Tel +44 (0)171 433 3434
Fax +44 (0)171 433 3934

From: David Schreiber <David@Schreibers.com>
To: 'Info' <Info@Schreibers.com>
Date: 15 January 2001 10:12
Subject: RE: Eruv

Please print out the attached for GSM

-----Original Message-----

From: Info [mailto:Schreib@btinternet.com]
Sent: 15 January 2001 11:14
To: David Schreiber
Subject: Fw: Eruv

-----Original Message-----

From: Info <Schreib@btinternet.com>
To: David@Schreibers.com <David@Schreibers.com>
Date: 15 January 2001 09:13
Subject: Eruv

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Graham

Info@Schreibers.com
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by fax

020 7629 4414

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr B Levy
Fladgate Fielder
25 North Row
London
W1R 1DJ

12 January 2001

Dear Brian

Eruv

At our committee meeting last night the question of the deposit was considered. Bearing in mind that the Council now wants security in the sum of £10,000, the committee considered it more efficient if this was provided by way of bank guarantee rather than a deposit of cash. The United Synagogue can provide the necessary bank guarantee as part of its facilities without having to tie up physical cash. I trust this will be acceptable to the Council particularly since they will be able to draw on the guarantee in the same circumstances as they would otherwise be able to draw on the deposit. If you envisage any problems, please let me know.

Edward Black has been making a little progress with Shelagh Best. She naively asked whether the proposed insurance was with a known and respectable company. Since it is proposed to be with Norwich Union, we do not envisage a problem. Please therefore send her a copy of the specimen policy and, as soon as it is in an acceptable form, a copy of the draft licence with Barnet which she may be able to use as a crib for her licence.

I trust you are making progress with the draft licence and as soon as you have a reprint, I shall be happy to go through it with you.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr E B Black
Mr L Shebson
Mr P Sheldon

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

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Graham Murdoch BSc (Hons) MRTPI ARICS
Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Graham Morris Esq
United Synagogue ERUV Committee
9 West Heath Road
London NW3 7UX

Your reference

Our reference

Date

GAM/1871/S1000/lh
10th January 2001

BY FAX AND POST

Dear Graham,

ERUV

I thought it would be useful if I updated you on a telephone conversation I had with John Koster of Barnet Council yesterday concerning the above matter because I believe you have a committee meeting tomorrow.

He rang me to let me know that a set of drawings had been put in the post and that these should be with me shortly. He believes these are a final copy of the drawings but pointed out that there are two matters which need to be addressed on them, namely the deletion of the words "draft copy" and ensuring that the renumbering in panels in the bottom corner matches the numbering of the pole to which the drawing relates. I received these in this morning's post and am passing them straight onto Alan Perrin by a copy of this letter. Could he please check they are all accurate and let me know (subject of course to the points above).

I took the opportunity to ask whether Mr. Koster had received my letter sent on Monday passing on Alan's comments. He hadn't so I took the opportunity to run through them with him and he mentioned that the Council have apparently made a decision not to number the wires but just to number the poles. Apparently the wires will be described as wire between poles number 1 & 2 rather than wire No. 1. I think this is probably sensible and could avoid confusion. Mr. Koster also raised the question of materials because we were talking about the mistakes in the Wildwood Road area. I looked back over my file as we were talking and it seems that in September 1999 I wrote on your behalf confirming that you agreed in principle to the use of wood if that's what the Council wanted. Mr. Townsend had confirmed to me that this would be a minor amendment from a planning point of view and basically I suggested to Mr. Koster then (and repeated yesterday) that this is a matter which he and Mr. Koster need to resolve and let us know. I trust this approach is acceptable to you.

Finally I asked him whether he had had any contact with Shelagh Best. He hasn't but is going to send her a copy of the drawings as they also relate to those poles under her jurisdiction. I got the impression from him that he didn't think Mouchels needed to have any involvement. I know that Lionel has been trying to contact Shelagh Best and I wonder if he has been successful. If not and you wish me to try and speak to her to move the matter forward then please let me know.

Kind regards:

Yours sincerely,



Graham Murdoch

c.c. L. Shebson Esq.

E. Black Esq.

A. Perrin Esq.

B. Levy Esq.

copy EB
LS
PS



FLADGATE FIELDER
SOLICITORS

Graham Morris Esq
9 West Heath Road
London NW3 7UX

Our ref	BRL\14317\0002
Your ref	
Direct dial	020 7462 2206
E-mail	blevy@fladgate.com
Date	9 January 2001

BY FAX AND POST: 020 7433 3934

Dear Graham

Eruv

I don't at the moment think we need a meeting with John Penhey as I spent some hours on Monday going through the file and speaking to him.

As soon as I have the re-print of the Licence I would be happy to take you and Edward Black, Lionel Shebson and anyone else who wants, through the document and explain why I have accepted certain amendments from John Penhey.

While a number of the points are fresh in my mind I set them out:-

1. I am sure that some time ago we discussed obtaining an estimate of the costs of removing all of the poles from the contractors whom you had in mind to install them in the first place. I cannot lay my hands on that estimate now but I believe a copy was sent to Barnet some time in October 2000. Penhey is concerned that it must cover not only the cost of removing all the poles but also the cost of reimbursing any monies due to the Council at that time in respect of previous expenses incurred by the Council. We all appreciate that in practice the Committee would be diligent in ensuring that vandalism or accident was rectified as soon as possible since it would otherwise militate against the efficacy of having the poles and wires up in the first place. Nevertheless we have to recognise the possibility that while the Committee are not in breach of the licences in any way poles may continue to be toppled and for some reason the Council incur costs before we do.
2. Because I have insisted on 30 days prior notice in many circumstances the Council Engineer needed to cover a situation where the Council had to do something urgently. While any decision by the Council would be taken by a

396552v01\JAE

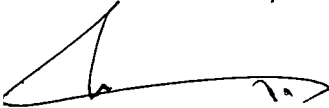
cont.../

senior engineer at the moment Penhey has agreed that the exercise of the Council's opinion to take immediate action without giving notice would have to be "reasonable".

3 I am still waiting the costs figure in respect of the Council's legal fees to come through. Penhey has been scrupulous in saying that he would not charge the Committee anything for dealing with the various objectors' queries.

4 I am delighted to hear that the Superintendent of Hampstead Heath has after a strongly worded letter from Penhey seemingly disappeared. I assume that some pressure was put on him elsewhere.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Brian Levy', with a long horizontal stroke extending to the right.

Brian Levy
Partner

From: Black, Edward <ebb@dentonwildeapte.com>
To: 'Peter Sheldon' <petersheldon88@hotmail.com>; 'Jeremy Conway' <jconway@kosher.org.uk>; 'V. Lionel Shebson' <vlshbson@tesco.net>; 'Graham Morris' <graham@schreibers.com>; 'David Schreiber' <david@schreibers.com>; 'David Frei' <info@londonbethdin.fsnet.co.uk>; 'Alan Perrin' <APerrin@cyworks.co.uk>
Date: 08 January 2001 14:08
Subject: Tesco

The Tesco gap needs to be reinstated to our list of things to resolve. I have just tried to speak to Malcolm Brummer to ascertain how he wants to take this forward. He is out of the country until next Monday 15 January. I am happy for Tesco to remain my responsibility.

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildeapte.com

This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildeapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

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Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

Directors:

Heather Fox BSc Dip TP MRTPI

Graham Murdoch BSc (Hons) MRTPI ARICS

Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA

John Edwards FRICS

Graham Morris Esq
United Synagogue Eruv Committee
9 West Heath Road
London NW3 7UX

With Compliments

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

Directors:

Heather Fox BSc Dip TP MRTPI
Graham Murdoch BSc (Hons) MRTPI ARICS
Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Highways Service
London Borough of Barnet
Barnet House
1255 High Road
Whetstone
London N20 0EJ

Your reference

Our reference GAM/1871/AP5/NF

Date 8th January 2001

BY FAX AND POST

ATTENTION: MR. J. KOSTER

Dear Sir

ERUV – REVISED SCHEDULE OF POLE LOCATION

I am writing further to your fax of 19th December which I have now had the opportunity to discuss with my Clients and in particular, have received feedback from Alan Perrin concerning details therein.

Firstly there is an error in the list in that you appear to have inadvertently duplicated the wire numbers on the second and third pages and that point needs to be corrected. It will result in the wire numbers extending to 45 and not 40 as you have shown.

Alan has prepared a list which shows the correct numbering for the wires and I enclose that which may be of assistance.

In respect of this he has inserted a span of 20 metres for wire 2 and he has raised a query regarding the spans you have shown for the Wildwood Road sites. I have checked these and believe that on the assumption that your pole 37 is the one close to the junction of Wildwood Rise, the span should be 38 metres, 34 metres, 66 metres, 68 metres, and 58 metres.

You didn't put a pole type down for Wildwood Road. The approved size of these are I believe medium poles and that should also be inserted onto your table.

Ref: 1871

To: Mr. J. Koster

08/01/01

I trust these comments are of assistance to you and look forward to receiving a revised schedule together with the draft plans as soon as possible in order that this matter can be taken forward to a prompt decision.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Graham Murdoch', with a stylized, cursive script.

Graham Murdoch

c.c. A. Perrin Esq
L. Shebson Esq
G. Morris Esq
E. Black Esq
B. Levy Esq

Sales Invoice

1



Royal Mail

From REVENUE MANAGEMENT CENTRE
ROYAL MAIL
STONE HILL ROAD
FARNWORTH
BOLTON
BL4 9XX

Page

Sort Code

60 40 09

Divisional

Bank account number

16393201

Account Address

UNITED SYNAGOGUE ERUV
COMMITTEE
9 WEST HEATH ROAD

LONDON
NW3 7UX

To 003157-003157 1/E1907 003157 B

UNITED SYNAGOGUE ERUV
COMMITTEE
9 WEST HEATH ROAD
LONDON
NW3 7UX

TERMS :21 DAYS
PLEASE PAY BY 24/01/01

Tel: 0870 6060882

Invoice
number

KD446940

Contact ACCOUNT CONTROLLER

Invoice
date

03/01/01

Customer
account number

954112001

Memorandum

PLEASE MAKE CHEQUES PAYABLE TO ROYAL MAIL

VAT Registration number
243 1700 02

Date	Service	Order number	Docket No.	Net	VAT Code
	TOP UP REQUEST RESPONSE SERVICES				

VAT% Total Sales Total VAT

INCLUDING USAGE ADVISED
TODAY YOUR BALANCE IS

£10.00

IN ***DEBIT***
PLEASE PAY TOP UP AMOUNT
REQUESTED HEREON

Total
net

60.00

Total
VAT

0.00

Total

60.00

From: Black, Edward <ebb@dentonwildesapte.com>
To: 'Peter Sheldon' <petersheldon88@hotmail.com>; Jeremy Conway
<jconway@kosher.org.uk>; V. Lionel Shebson <vlsheson@tesco.net>;
Graham Morris <graham@schreibers.com>; Black, Edward
<ebb@dentonwildesapte.com>; David Schreiber <david@schreibers.com>;
David Frei <info@londonbethdin.fsnet.co.uk>; Alan Perrin
<APerrin@cyworks.co.uk>
Date: 05 January 2001 12:49
Subject: Eruv

I attach:

1. an electronic copy of the fax I sent out earlier today (sent by fax as Graham Murdoch is not on email); and
2. a copy of a fax sent to the Jewish Chronicle to express my disappointment at the article which appeared this morning.

<<fax to JC>> <<Fax to G Morris et al.doc>>

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildesapte.com

This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildesapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

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Edward Black

London NW11 7JL

Telephone: 020 8455 0454(H); 020 7246 7550(O)

Telefax: 020 8930 4203(H); 020 7246 7777(O)

Email: eblack@dircon.co.uk(H); ebb@dentonwildesappte.com(O)

Date: 5 January 2001

To: Judith Zerdin
Jewish Chronicle

Fax: 7405 9040
Tel: 7415 1658

Copy: Jan Shure
Jewish Chronicle

Fax: 7405 9040
Tel: 7415 1654

Copy: Ned Temko
Jewish Chronicle

Fax: 7405 9040
Tel: 7415 1500

From: Edward Black **Fax:** 020 7246 7777
Our ref: EBB/54321.00001 **Tel:** 020 7246 7550
E-mail: Ebb@dentonwildeapte.com

Total pages: 3 (including this one)

ERUV

I was disappointed with the article which appeared in Community Chronicle today (5 January 2001).

On Tuesday 2 January I spoke to Jan and explained to her the latest development in the long running Eruv saga -- namely, Barnet Council's decision that the proposed changes to the Eruv perimeter did not require planning permission. I then faxed to Jan a copy of Barnet Council's report and decision letter on the matter.

I explained to Jan, and later to Judith, that the Council's decision followed on from the matters covered in the last substantive article on the Eruv in the JC in October 2000 (copy attached) reporting that the Eruv Committee were working with Barnet Council to establish whether the certain changes required planning permission. I expressed my view that the positive resolution of the issue merited a piece which, if I were writing it would be headlined *Eruv Clears Another Hurdle*.

The piece that appeared in today's Community Chronicle reads to me exactly as one would expect from an article appearing in a local newspaper. The Eruv opponents' reaction to Barnet Council's decision is arguably news in a local context; however, I cannot understand why the Jewish Chronicle, as a national Jewish newspaper,

considers it is Jewish news to publicise the views of the Eruv Boundary Opponents Group on technical matters of planning procedure.

I expect the JC to cover stories from the perspective of the Jewish community. In my opinion, from the point of view of the Jewish community there can be no doubt that this weeks news story about the eruv is of the successful completion of a further step on the long road to establishing an eruv in North West London which, when it is established, will benefit thousands of Shabbat-observant Jews.

For the sake of completeness let me point out that this is not intended as a “for publication” letter to the JC.

Sincerely

Edward Black

Fax Transmission

Date: 5 January, 2001

To: Graham Morris

Fax: 7433 3934

Tel: 7433 3434

To: Peter Sheldon

Fax: 8349 9473

Tel: 8349 9462

To: David Frei

Fax: 8343 6257

Tel: 8343 6277

To: Lionel Shebson

Fax: 8346 2111

Tel: 7546 8956/8346 3113

To: Alan Perrin

Fax: 7573 7885

Tel: 7573 7888

To: Graham Murdoch

Fax: 8506 1887

Tel: 8505 8138

To: Brian Levv

Fax: 7629 4414

Fladgate Fielder

Tel: 7323 4747

From: Edward Black

Fax: 020 7246 7777

Our ref: EBB/54321.00001

Tel: 020 7246 7550

E-mail: ebb@dentonwildesapte.com

Total pages: 2 (including this one)

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I spoke to Munroe Palmer yesterday evening.

On his return from holiday Munroe promptly chased John Penhey of Barnet Council. Penhey assured him that he would have written to Brian Levy with respect to the outstanding matters on the licence by this morning. If, therefore, Brian has not received a letter from Penhey by Monday morning (8 January) could he please contact me and I will follow up with Munroe once more. According to Munroe there are only very minor points being addressed by Penhey in his letter all of which should be easily resolvable. When Brian receives the letter perhaps he could copy it to the addressees of this fax.

BF474709.01

IF ANY PART OF THIS FAX IS ILLEGIBLE, PLEASE CONTACT THE FAX SUPERVISOR ON
020 7246 7614

Munroe also reported to me that he has spoken to the Council's insurance manager who informed him that all points relating to insurance were resolved except that the Council would require the provision of 90 days notice of our insurance policy lapsing and would want to see the actual policy before the licence was issued. As I understand it the insurance points are being included in Penhey's letter to Brian Levy.

The only other matter outstanding at Barnet Council, as far as I am aware, is the draft schedule of pole location and numbers which John Koster faxed to Graham Murdoch on 19 December and which Graham circulated under cover of his letter of the same date. Could Alan Perrin please confirm to Graham Murdoch as soon as possible whether any changes to Koster's schedule are necessary.

On the bureaucracy side, therefore, Shelagh Best and the TfL highways licence appears to be the only matter requiring resolution.

Warm regards.

Edward B Black

Fax Transmission

Date: 5 January, 2001

To: Graham Morris Fax: 7433 3934
Tel: 7433 3434

To: Peter Sheldon Fax: 8349 9473
Tel: 8349 9462

To: David Frei Fax: 8343 6257
Tel: 8343 6277

To: Lionel Shebson Fax: 8346 2111
Tel: 7546 8956/8346 3113

To: Alan Perrin Fax: 7573 7885
Tel: 7573 7888

To: Graham Murdoch Fax: 8506 1887
Tel: 8505 8138

To: Brian Levy
Fladgate Fielder Fax: 7629 4414
Tel: 7323 4747

From: Edward Black Fax: 020 7246 7777
Our ref: EBB/54321.00001 Tel: 020 7246 7550
E-mail: ebb@dentonwildesapte.com

Total pages: 2 (including this one)

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BF474709.01

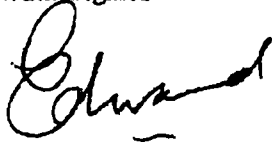
IF ANY PART OF THIS FAX IS ILLEGIBLE, PLEASE CONTACT THE FAX SUPERVISOR ON 020 7246 7614

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On the bureaucracy side, therefore, Shelagh Best and the TfL highways licence appears to be the only matter requiring resolution.

Warm regards.



Edward B Black

Sales Advice

CA45E

1



Royal Mail

From

REVENUE MANAGEMENT CENTRE
ROYAL MAIL
STONE HILL ROAD
FARNWORTH
BOLTON
BL4 9XX

Page

Sort Code

60 40 09

Divisional

Bank account number

16393201

Account Address

UNITED SYNAGOGUE ERUV
COMMITTEE
9 WEST HEATH ROAD
LONDON
NW3 7UX

To

003156-003156 1/61906 003156

B

UNITED SYNAGOGUE ERUV
COMMITTEE
9 WEST HEATH ROAD
LONDON
NW3 7UX

Tel:

0870 6060882

Invoice
number

AD446941

Contact

ACCOUNT CONTROLLER

Invoice
date

03/01/01

Customer
account number

954112001

Memorandum

PLEASE MAKE CHEQUES PAYABLE TO ROYAL MAIL

VAT Registration number
243 1700 02

Date	Service	Order number	Docket No.	Net	VAT Code
16/01/01	RESPONSE SERVICES LICENCE		NW5967	60.00	E

VAT%	Total Sales	Total VAT
E 0.00	60.00	0.00
	60.00	

INCLUDING THIS USAGE,
YOUR BALANCE IS
£10.00
IN **DEBIT**
A REQUEST FOR A TOP UP
HAS BEEN SEPARATELY
ISSUED TODAY

Total net	60.00
Total VAT	0.00
Total	60.00

Please return this advice with your payment. Method of payment as per contract.

Invoice number

AD446941

Office code

02020

Bank
Code

13

Customer account no.

954112001

Remittance address

THE REMITTANCE CENTRE
ROYAL MAIL
PAPYRUS ROAD
WERRINGTON
PETERBOROUGH
PE4 5PG

For Post Office use

Cheque No.

Initials
Received by

Initials
Input by

Date stamp

Amount
paid

Amount
due

XXXXXXXX.XX

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr B Levy
Fladgate Fielder
25 North Row
London
W1R 1DJ

5 January 2001

Dear Brian

Eruv

Thank you for your comprehensive memo with regard to the Agreement with Barnet. I am pleased that we are making progress and suggest that when you receive from Penhey the detailed comments he has promised, a meeting should be arranged with him to finalise all matters on the Licence. So far as I can recall there are not many matters outstanding and it should be possible to agree the draft at a meeting, hopefully within the next two weeks or so. I shall endeavour to attend the meeting and possibly Lionel Shebson may care to join me.

So far as the cash deposit is concerned, it would be a pity if we have to lodge as much as £10,000 to be idle for an indefinite period but if there is no alternative then we shall have to consider agreeing. Needless to say we should endeavour to have the figure reduced to £5000 as originally envisaged or perhaps a compromise at something like £7500. We shall discuss this at our next committee meeting due to take place next Thursday, 11 January.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr E Black
 Mr P Sheldon
 Mr L Shebson



FLADGATE FIELDER
SOLICITORS

ATTENDANCE NOTE – PHONE CALL

DATE : 4 January 2001
CLIENT & MATTER NO : 14317\0002
CLIENT : United Synagogue Eruv Committee
MATTER : Section 278 Agreement
FF REF : BRL\394935v01
ATTENDING : John Penhay - London Borough of Barnet

Telephoned John Penhay at London Borough of Barnet: -

1. He is reviewing the file and will write to me in detail this afternoon or tomorrow.
2. The draft insurance policy which I sent him is in principle agreed by the Finance Department but they want to see the actual policy in place before the Agreement is exchanged. I said that in the light of the past delays I would put the insurance into effect when I knew that we were going to exchange, otherwise we would have been insured for a couple of years for no particular reason.
3. He understands the planning position has been sorted and John Koster has sent revised schedules to Graham Murdoch but has not yet heard back from Graham Murdoch.
4. John Koster is preparing fresh drawings in respect of trunk roads for Shelagh Best and they have to be renumbered in order to be attached to the Licence.

There are three schedules to the Licence currently proposed: -

The First Schedule deals with location which is presumably the renumbered list from John Koster.

The Second Schedule deals with wires (as opposed to poles) and brings in the provisions of the Third Schedule of the New Roads and Street Works Act which applies a number of statutory provisions to poles but not to wires.

The Third Schedule will deal with cash deposits. He is waiting for John Koster to come back with confirmation of the figure required for cash deposits, but he thinks £10,000 is the likely figure and it has to cover a worst case scenario.

My recollection is that having discussed this with John Penhay a year or so ago we had thought that perhaps £5,000 was adequate since it would not be very expensive to remove all the poles. It could probably be done by a lorry with a couple of men in a morning. However, Penhay wanted to cover repairs, removals and claims which are not covered by the £10,000,000 insurance policy.

I suspect that for £10,000 it is not worth arguing too much.

5. I am checking with the Corporate Department whether we actually acquired a seal for the USEC Company and if that is how the Committee will execute.
6. Finally Penhay did confirm that he was under pressure from the Council to finalise the Licence.
7. I telephoned Shelagh Best in accordance with Edward Black's request. She is away on leave until Tuesday, 9 January, and I left a message for her.

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr L Shebson
14 Chessington Avenue
London
N3 3DP

5 January 2001

Dear Lionel

Eruv

I enclose a copy of the Inspector's Decision dated 20 September 1994 which no doubt you will find of great interest!

I also enclose a copy of a letter I have written to Brian Levy along the lines we have discussed. It seems that we are at last making progress with the Barnet Legal Department. We now need to push on to achieve the same result with Shelagh Best.

With all good wishes

Yours sincerely

Graham Morris

Fax Transmission

Date: 2 January, 2001

To: Graham Morris

Fax: 7433 3934

Tel: 7433 3434

To: Peter Sheldon

Fax: 8349 9473

Tel: 8349 9462

To: David Frei

Fax: 8343 6257

Tel: 8343 6277

To: Lionel Shebson

Fax: 8346 2111

Tel: 7546 8956/8346 3113

To: Alan Perrin

Fax: 7573 7885

Tel: 7573 7888

To: Graham Murdoch

Fax: 8506 1887

Tel: 8505 8138

From: Edward Black

Fax: 020 7246 7777

Our ref: EBB/54321.00001

Tel: 020 7246 7550

E-mail: ebb@dentonwildesapte.com

Total pages: 2 (including this one)

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For your information, the Ham & High and Jewish Chronicle (and perhaps other papers) have received the enclosed Press Release from Elizabeth Segall – now known as the Eruv Boundary Opponents Group.

EBB

BF474269.01

IF ANY PART OF THIS FAX IS ILLEGIBLE, PLEASE CONTACT THE FAX SUPERVISOR ON
020 7246 7614

P.01

308 Cricklewood Lane, London NW2 2PX

443

◆FAX.: 01020099.016◆Tuesday 02/01/2001 16:25◆Page: 1/1

From: Black, Edward <ebb@dentonwildesapte.com>
To: 'Peter Sheldon' <petersheldon88@hotmail.com>; Jeremy Conway <jconway@kosher.org.uk>; V. Lionel Shebson <vlshebson@tesco.net>; Graham Morris <graham@schreibers.com>; Black, Edward <ebb@dentonwildesapte.com>; David Schreiber <david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan Perrin <APerrin@cyworks.co.uk>
Date: 29 December 2000 11:40
Subject: RE: Contacts

My home number is 020 8455 0454
My mobile number is 07899 064032

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildesapte.com

-----Original Message-----

From: Peter Sheldon [<mailto:petersheldon88@hotmail.com>]
Sent: Tuesday, December 19, 2000 16:04
To: Jeremy Conway; V. Lionel Shebson; Graham Morris; Edward B. Black; David Schreiber; David Frei; Alan Perrin
Subject: Contacts

This is to let you know that Rabbi Jeremy Conway has indicated that he is willing to join the committee at this stage particularly in view of the Rabbinic input that will be required and the role that is likely to be played by his department in the shemirah of the eruv. I am sure that we all welcome his involvement.

I am also attaching a list of all of the contact numbers that I have and which you may find useful. Would Edward and David F. kindly email everyone with the missing details (assuming you have a mobile, David!).

Peter

This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildesapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

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02/01/2001



Registered Charity Number 242552

Adler House
735 High Road
North Finchley
London N12 0US
Telephone 020 8343 8989
Facsimile: 020 8343 6262
Website: www.unitedsynagogue.org.uk

Chief Executive: George Willman

Mr. Graham Morris,
9 West Heath Road,
LONDON,
NW3 7UX

20th December 2000

Dear Graham,

United Synagogue Eruv Committee

Thank you for the bank statements relative to the above. I would be grateful if you would make a note to let me have the year-end statements as soon as they are received.

Yours sincerely,

PETER SHELDON

President Peter Sheldon *Vice-Presidents* Anthony Cowen • Simon Hochhauser • Stuart Taylor
Treasurers Geoffrey Hartnell • Jeremy Jacobs • Brian J Wolkind

Chief Rabbinate and London Beth Din • Community Development • Daf Hashavua • Educational Assessments, Inspections, Publications and Resource Centre • Hospital Chaplaincy
Jewish Youth Study Groups • Kashrut Guide • Kosher Catering Licences and Product Certification • Lay Leadership Training • Mikvaot • Passover Food Guide • Prison Chaplaincy
Property Management • Singer's Prayer Book • Teacher Training • Tombstone Maintenance • University Chaplaincy • Voluntary Chevra Kadisha and Burial Society • War Grave Maintenance

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

Directors:

Heather Fox BSc Dip TP MRTPI
Graham Murdoch BSc (Hons) MRTPI ARICS
Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Graham Morris Esq
United Synagogue Committee
9 West Heath Road
London NW3 7UX

Your reference

Our reference

Date

GAM/1871/S1000/lh
19th December 2000

Dear Graham,

ERUV

Further to yesterday's letter I spoke to John Koster this morning and have received the enclosed fax from him.

Following Mr. Barry-Purssell's letter he has been instructed to move the matter forward in terms of the licenses. As a result he has prepared a revised numbering schedule. This has involved starting from scratch and scrapping the previous set of numbers. It is those details that are set out in the fax and by a copy of this letter I would be grateful if Alan can confirm that these are appropriate. Mr. Koster identified that he had made a mistake on poles 3 and 4 which are matters for Transport for London to license. He is therefore aware of that error.

He confirmed that these numbers would be understood to be used by Transport for London and he is going to send a copy of them to Shelagh Best himself.

He is also going to organise a re-drawing of the schematic plan showing the boundary of the ERUV and the location of all the poles in relation to that. No doubt he will be sending that round for comment at some stage during the future.

I look forward to hearing from you and your colleagues with any comments on this and particularly from Alan with any matters that need to be corrected.

Kind regards,

Yours sincerely,



Graham Murdoch

c.c. E. Black Esq
B. Levy Esq

A. Perrin Esq
L. Shebson Esq



1871/AVS.

HIGHWAYS SERVICE
FACSIMILE

to: M. Graham Murdoch from: John Koster
of: Fibbers Fox Associates of: Highways Group
fax No.: 8506 1887 fax No.: (020) 8359 4152 / 4145
date: 19/12/00 tel. No.: (020) 8359 4354

Number of pages including this one: TWELVE

19/12/00

9.30 am.

If you do not receive all pages please contact the above.

Re:

Peru - Revised Schedule of Pole Locations

Message:

Dear Graham,

I attach a draft schedule of pole locations and numbers. I believe it to be correct, but if you have any queries or necessary revisions please do not hesitate to contact me.

The revised pole numbering and drawing n° revisions has meant an overall change in numbering.

The whole series will now be numbered
22346 to replace 21902. These drawings
are being revised currently and I will
~~send~~ send a complete set to you with
a covering letter shortly.

Yours sincerely,

John Hester

From: Peter Sheldon <petersheldon88@hotmail.com>
To: Jeremy Conway <jconway@kosher.org.uk>; V. Lionel Shebson
<vlshebson@tesco.net>; Graham Morris <graham@schreibers.com>; Edward
B. Black <ebb@dentonwildesapte.com>; David Schreiber
<david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; Alan
Perrin <APerrin@cyworks.co.uk>
Date: 19 December 2000 16:05
Subject: Contacts

This is to let you know that Rabbi Jeremy Conway has indicated that he is willing to join the committee at this stage particularly in view of the Rabbinic input that will be required and the role that is likely to be played by his department in the shemirah of the eruv. I am sure that we all welcome his involvement.

I am also attaching a list of all of the contact numbers that I have and which you may find useful. Would Edward and David F. kindly email everyone with the missing details (assuming you have a mobile, David!).

Peter

20/12/2000

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

Directors:

Heather Fox BSc Dip TP MRTPI
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Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Graham Morris Esq.
United Synagogue Eruv Committee
9 West Heath Road
London NW3 7UX

Your reference

Our reference GAM/1871/S1000/MGO

Date 18th December 2000

Dear Graham,

ERUV

Further to our telephone conversation this morning I have cross checked between the document faxed by Councillor Palmer to Edward Black and the correspondence that I have formally received from Mr. Barry-Purssell. The letter I have received is I believe a formal letter confirming that a further application is not required for the minor changes whereas the letter that Councillor Palmer faxed round with the copy of the report was a letter sent to objectors on the subject. I am therefore taking the opportunity of circulating a copy of this letter (without the report) so that you and your colleagues have this for your records.

I have subsequently sent a copy of this to Shelagh Best. I understand that she is due to be writing to Mouchels on the subject of the Eruv instructing them to undertake some further work on behalf of her Department and she has promised to fax me a copy of this letter. I have also contact Mr. Coster and asked him to try and move matters forward. It may well be useful if Brian Levy can make any contacts he can in regard to the Highway Licences and perhaps if we are both chasing it might stimulate some further action from them.

Kind regards.

Yours sincerely,



Graham Murdoch

c.c. L. Shebson Esq.
E. Black Esq.
A. Perrin Esq.
B. Levy Esq.

Enc.

Mr. Graham Murdoch
Fibbens Fox Associates
31 The Broadway
Woodford Green
Essex
IG8 OHQ

contact: Andrew Barry-Pursell
tel: 020 8359 4361
e-mail: rosemary.coates @ barnet.gov.uk
fax: 020 8359 4502
date: 08 December 2000
our reference: ABP/RC
your reference: -

13 DEC 2000

Dear Mr. Murdoch,

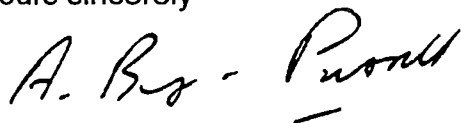
TOWN AND COUNTRY PLANNING ACT 1990 – PROPOSED ERUV

I am writing with regard to the request you made earlier in the year on behalf of the United Synagogue ERUV Committee for consideration to be given to a number of proposed changes to the proposals permitted by the Council under the ERUV 4 application, and whether these can be dealt with as minor amendments not requiring a further application. I am sorry it has taken so long to respond definitively, but we have had to obtain and consider the views of Transport for London and their highways management contractor.

Attached is a paper outlining our conclusions, having considered all the relevant materials planning considerations. As you will see, it is our view that in each case, the proposed changes are minor amendments to the approved scheme, for which a further application is not required.

Please contact me if you would like any further information.

Yours sincerely



ANDREW BARRY-PURSELL
HEAD OF DEVELOPMENT AND REGENERATION

From: Peter Sheldon <petersheldon88@hotmail.com>
To: Alan Perrin <APerrin@cyworks.co.uk>; David Frei
<info@londonbethdin.fsnet.co.uk>; David Schreiber
<david@schreibers.com>; Edward B. Black <ebb@dentonwildesapte.com>;
Graham Morris <graham@schreibers.com>; V. Lionel Shebson
<vlshebson@tesco.net>
Date: 18 December 2000 12:23
Subject: Meeting 7 December

Lionel has asked me to set out the matters that he believes we agreed to follow up at our last meeting and in time for our next meeting which will be at my home on **Thursday 11 January 2001 at 9.00 p.m.**

Action

- | | | |
|----|---|----------------|
| 1 | Hampstead Golf Course to be walked to check perimeter position - Rabbi Conway | DF with |
| 2. | Detailed description of Eruv to be prepared | AP |
| 3. | Barnet Planning & Highways authorisations and legals | EB |
| 4. | London Highways - do -
VLS | |
| 5. | Bank Account details for US
- (Done!) | GM |

If I have omitted anything please let me know.

Have a great Chanukah.

Peter

From: Black, Edward <ebb@dentonwildesapte.com>
To: 'Peter Sheldon' <petersheldon88@hotmail.com>; Alan Perrin <APerrin@cyworks.co.uk>; David Frei <info@londonbethdin.fsnet.co.uk>; David Schreiber <david@schreibers.com>; Black, Edward <ebb@dentonwildesapte.com>; Graham Morris <graham@schreibers.com>; V. Lionel Shebson <vlshebson@tesco.net>
Date: 18 December 2000 23:48
Subject: RE: Meeting 7 December

I have followed through with Barnet via Munroe Palmer. As to planning you should all have received a copy of the letter sent out by the Council. As to highways, the various Barnet functionaries should by now have written to Brian Levy. I will check with Brian when I return to England on Thursday from my current business trip in Bosnia.

Edward Black
 Denton Wilde Sapte
 One Fleet Place London EC4M 7WS UK
 Tel: +44 (0)20 7246 7550
 Fax: +44 (0)20 7246 7777
 E-mail: ebb@dentonwildesapte.com

-----Original Message-----

From: Peter Sheldon [<mailto:petersheldon88@hotmail.com>]
 Sent: 18 December 2000 11:47
 To: Alan Perrin; David Frei; David Schreiber; Edward B. Black; Graham Morris; V. Lionel Shebson
 Subject: Meeting 7 December

Lionel has asked me to set out the matters that he believes we agreed to follow up at our last meeting and in time for our next meeting which will be at my home on Thursday 11 January 2001 at 9.00 p.m.

Action

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2. Detailed description of Eruv to be prepared
AP
3. Barnet Planning & Highways authorisations and legals
EB
4. London Highways - do -
VLS
5. Bank Account details for US
GM - (Done!)

If I have omitted anything please let me know.

Have a great Chanukah.

Peter

This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildesapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

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From: Peter Sheldon <petersheldon88@hotmail.com>
To: Alan Perrin <APerrin@cyworks.co.uk>; David Frei
<info@londonbethdin.fsnet.co.uk>; David Schreiber
<david@schreibers.com>; Edward B. Black <ebb@dentonwildesapte.com>;
Graham Morris <graham@schreibers.com>; V. Lionel Shebson
<vlshebson@tesco.net>
Date: 18 December 2000 12:23
Subject: Meeting 7 December

Lionel has asked me to set out the matters that he believes we agreed to follow up at our last meeting and in time for our next meeting which will be at my home on **Thursday 11 January 2001 at 9.00 p.m.**

Action

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|--|----------------|
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| 2. Detailed description of Eruv to be prepared | AP |
| 3. Barnet Planning & Highways authorisations and legals | EB |
| 4. London Highways - do -
VLS | |
| 5. Bank Account details for US
- (Done!) | GM |

If I have omitted anything please let me know.

Have a great Chanukah.

Peter

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EST. 1943



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www.reichinsurance.co.uk E-mail info@reichinsurance.co.uk

Our Ref: DAL/BM/SCHR01

Date: 15.12.00

The United Synagogue Eruv Committee
9 West Heath Road
London
NW3 7UX

Dear Graham,

Eruv

Thank you for your letter of the 11th December 2000.

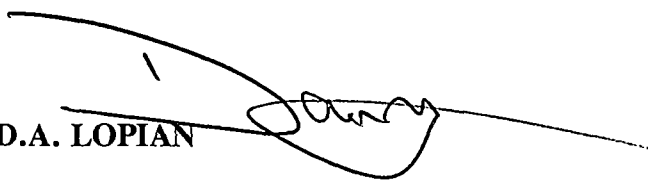
I presume that you are referring to my original letter as on the 5th December 2000 I sent the proposed policy document to Fladgate Fielder.

I enclose a copy of the proposed policy document and confirm that the premium for an indemnity limit of £10,000,000 will be £1,050 including insurance premium tax.

I trust the above is in order.

Kind regards.

Yours sincerely,


D.A. LOPIAN

9, West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

	by fax
TO	David
FROM	Graham
re:	Eruv
DATE	18 December 2000

Attached is a copy of the good news from Edward with a copy of the letter from Monroe Palmer and of the letter to Kellerman from Barnet. I queried the letter being sent to the opposition before we seem to have had an official letter of consent but apparently Graham Murdoch has received something in the same form and this is being circulated.

Peter is arranging for Rabbi Conway to inspect the Highgate golf course later this week or early next week during the holiday season and I shall be pressing Brian Levy to contact Penhey immediately after the holiday.

It seems that we are at last back in business!

Best wishes

Graham

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr B Levy
Fladgate Fielder
25 North Row
London
W1R 1DJ

18 December 2000

Dear Brian

Eruv

Since you do not appear to be on the circulation list, I attach a copy of a memo I have received from Edward Black with copies of the enclosures. Apparently Graham Murdoch of Fibbens Fox has received a letter from Barnet in similar form to that sent to Chris Kellerman, one of the objectors, with a copy of the officers' conclusions.

As you will see, Monroe Palmer has spoken to Penhey and told him to get things moving. May I therefore ask you to contact Penhey as soon as possible after the holiday? Perhaps the best way of taking the matter forward would be for a meeting to be arranged with Penhey in January so as to go through the draft document and decide exactly what points are outstanding and what further needs to be done.

As you will also see, Graham Murdoch is pressing Shelagh Best and I hope we will be able to make progress here also early in the new year.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr E B Black
 Mr P Sheldon
 Mr L Shebson



DENTON WILDE SAPTE

Fax Transmission

Date: 13 December 2000

To: Graham Morris

Fax: 7433 3934

Tel: 7433 3434

To: Peter Sheldon

Fax: 8349 9473

Tel: 8349 9462

To: David Frei

Fax: 8343 6257

Tel: 8343 6277

To: Lionel Shebson

Fax: 7664 4556

Tel: 7636 1616

To: Alan Perrin

Fax: 7573 7885

Tel: 7573 7888

From: Edward Black

Fax: 020 7246 7777

Our ref: EBB/54321.00001

Tel: 020 7246 7550

E-mail: ebb@dentonwildesapte.com

Total pages: 6 (including this one)

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GOOD NEWS

This morning Munroe Palmer faxed through a copy of the attached letter sent by Barnett's Head of Development and Regeneration to the objectors to inform them of the conclusion that the proposed changes were minor and did not require a new application.

Along with Elizabeth Segal and Elizabeth Lawrence, Christopher Kellerman of the Garden Suburb has resurfaced as an objector -- albeit using his private address and therefore presumably not in any official capacity.

At my request, Munroe has spoken to Penhey and has told him to get things moving and will also speak to John Koster both with respect to providing support to Penhey requires and also to respond urgently to any requests emanating from Shelagh Best. Graham Murdoch (to whom I also spoke this morning) is pressing Shelagh Best.

EBB

BF472161.01

IF ANY PART OF THIS FAX IS ILLEGIBLE, PLEASE CONTACT THE FAX SUPERVISOR ON 020 7246 7614

ONE FLEET PLACE LONDON EC4M 7WS UK

TEL +44 (0)20 7242 1212

FAX +44 (0)20 7246 7777

TELEX 887793 DX145 LDE/CDE

info@dentonwildesapte.com www.dentonwildesapte.com

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CHEMNITZ

COLOGNE

COPENHAGEN

DAR ES SALAAM

DRESDEN

DÜSSELDORF

FRANKFURT

GOTHENBURG

HAMBURG

MADRID

MALMÖ

MUSCAT

OSLO

STOCKHOLM

VIENNA

A LIST OF THE PARTNERS' NAMES AND THEIR QUALIFICATIONS IS OPEN TO INSPECTION AT ALL OUR OFFICES. THE PARTNERS ARE EITHER SOLICITORS OR REGISTERED FOREIGN LAWYERS.

DENTON WILDE SAPTE IS A MEMBER OF THE DENTON INTERNATIONAL GROUP OF LAW FIRMS

FU 777400

13/12/2000 13:00

0817317670

PALMER

PAGE 01



Councillor Monroe Palmer OBE, FCA
Childs Hill Ward
Leader of the Liberal Democrat Group

Home Address:
31 The Vale
London NW11 8SE
Tel: 020 8455 5140
Fax: 020 8731 7670
e-mail: cllr.m.palmer@barnet.gov.uk

To Fibzowst 8506 1887

To Edwiny Guck 7246 7550

13/12
- Ref GAM/1871/APS/M40
- Graham Murdoch

ERV

I enclose report which you should have received
+ letter to 'objectors'.

I have not copied 'attachments' to report.

Monroe

5 pages including this page



13/12/2000 13:00

0817317670

PALMER

PAGE 02



Development and Regeneration
Barnet House, 1255 High Road, Whetstone
London N20 0EJ
t: (020) 8359 2000 www.barnet.gov.uk Doc. Ex: 59316 Hendon

Mr. C. Kellerman
87 Hampstead Way
NW11 6LG

contact: Andrew Barry-Pursell
tel: 020 8359 4381
e-mail: rosemary.coates@barnet.gov.uk
fax: 020 8359 4502
date: 08 December 2000
our reference: ABP/RC
your reference: .

Also sent to

Elizabeth Segal of ERUV Opponents Group/Elizabeth Lawrence, Barnet ERUV
Objectors Group

Dear Mr. Kellerman,

TOWN AND COUNTRY PLANNING ACT 1990 - PROPOSED ERUV

As you will know, earlier this year the planning consultants acting for the United Synagogue ERUV Committee, wrote to the Council regarding a number of changes they wanted to make to the proposals approved under the ERUV 4 application. We have considered whether the proposed changes are such that, as a matter of fact and degree, they are sufficiently significant as to require a new planning application. It has taken us some time to do this, as we have had to obtain, and consider, the views of Transport for London and their contractors about the impact of the proposals on the roads they manage.

Attached is a paper outlining officers' conclusions. As you will see, having considered all the relevant planning considerations, it is our professional view that the proposed changes are minor, and do not require new applications.

Please contact me if you would like any further information.

Yours sincerely

ANDREW BARRY-PURSSELL
HEAD OF DEVELOPMENT AND REGENERATION

c.c. Councillor Monroe Palmer
Councillor Allan Turner
Ray McKay - Public Affairs

Yours

His Deputy

Joey Jurek (Resources) Brian Reynolds (Social Affairs) Anne Upton (Environment) Martin Kington (Education and Children)



13/12/2000 13:00

0817317670

PALMER

PAGE 03

**LONDON BOROUGH OF BARNET
DEVELOPMENT AND REGENERATION SERVICE
ERUV 4 - PROPOSED AMENDMENTS**

INTRODUCTION

The Local Planning Authority have been asked by Fibbens Fox Associates, acting on behalf of the United Synagogue Eruv Committee, to consider if changes to the proposals permitted under application ref. ERUV 4 can be made without the need to apply for further planning permission.

1. PLANNING HISTORY

In February 1993 planning application ref. ERUV 1 for the erection of poles (totalling 85) and "wire" at 38 locations within the Borough was refused by the former Town Planning and Research Committee. A subsequent appeal was allowed by the Secretary of State for the Environment and planning permission was granted subject to conditions.

At a meeting in January 1997 the Development and Protection Committee considered application ref. ERUV 3 which sought planning permission for an amended proposal. The Committee resolved to grant permission for poles and "wire" at 34 locations and refused planning permission at 5 locations.

Subsequently, in June 1998, application ref. ERUV 4 was considered by the Development and Protection Committee. The application sought planning permission for poles (87) and "wire" at 39 locations of which 32 of the locations were as granted under application ref. ERUV 3. The conditional planning permission which was granted will expire on 16 June 2003.

2. THE PROPOSED AMENDMENTS

Earlier this year the Eruv promoters forwarded a letter and plans which indicated proposed changes to the position of poles approved under application ref. ERUV 4. The changes are as follows :

- i) Omission of 3 poles at location 25 (Watford Way), the poles numbered 3, 4 and 5 within the draft Highways Licence. The planning permission ref. ERUV 4 included one pole at the side of the garage to No.321 Watford Way, one pole in the "central reservation" and one pole near the entrance to Sunny Hill Park.
- ii) Omission of poles at location 24B (Great North Way - south). Poles numbered 6 and 7 within the draft Highways Licence. The planning permission ref. ERUV 4 included one pole adjacent to the footbridge and one pole close to the entrance to No. 6 White Lodge.
- iii) Relocation of poles at location 24A (Great North Way - north), the poles numbered 8 and 9 within the draft Highways Licence. The planning permission ref. ERUV 4 included one pole adjacent to the footbridge and one pole at the south west corner of the Northway Tyres site. It is now proposed that one pole be located within the "central reservation" of the trunk road and one adjacent to the fence to Coptall Playing Fields. (see plans attached 21902/8 & 21902/9)
- iv) Relocation of one pole at location 47A (Clitterhouse Playing Fields footpath), the pole numbered 71 within the draft Highways Licence. The planning permission ref. ERUV 4 included poles either side of the footpath. It is now proposed to locate the "southern" pole approx. 3m. from the footpath to Hendon Way, on top of a wall to the subway. The pole would be 5.5m high (previously approved height 5.5m). (see attached plan 21902/71)

13/12/2000 13:00 0017317670

PALMER

PAGE 04

- v) Relocation of one pole at location 48 (footpath rear of Tesco store), the pole number 73 within the draft Highway Licence. The planning permission ERUV 4 included poles to either side of the footpath. It is proposed to locate the "southern" pole approx. 4m. nearer the Hendon Way footpath. The pole would be 4.5m high (previously approved height 5.5m). (see attached plan 21902/73)
- vi) Relocation of one pole at location 27 (Station Road), the pole numbered 87 within the draft Highway Licence. The planning permission ref. ERUV 4 included poles either side of Station Road. The "northern" pole being on the bridge over the M1. It is now proposed to locate the "northern" pole approx. 14m. to the north-east so that it is not directly above the motorway. (see attached plan 21902/87)

4. APPRAISAL

The proposals are "development" within the meaning given under Section 55 of the Town and Country Planning Act 1990.

The Act does not make provision for amendments to be made to a "permitted " development without further planning permission being obtained, however it is generally recognised that if an applicant wishes to vary a proposal after planning permission has been granted the Local Planning Authority will have to decide whether the proposed variation is significant enough to require the submission of a fresh application.

It is considered that the determination needs to be based on a matter of fact and degree in relation to each pole.

It is understood that poles numbered 3 - 7 within the draft Highways Licence are omitted because there have been changes to the entrances to Sunny Hill Park. The result of their omission will be that a number of properties which were previously outside of the Eruv would fall within the Eruv as a revised boundary will be formed by the perimeter fence of the M1 and the elevated section of the northbound approach of the A1 to the motorway. The issue of the extent of the Eruv was not previously considered a planning consideration and the omission of poles from the approved development is not a material change in planning terms.

Poles numbered 8 and 9 within the draft Highways Licence would be relocated approximately 120m and 80m east of their previously approved locations. Pole 8 would be located within the central reservation of the A1. Transport for London (formerly The Highways Agency) were notified of the proposed change and they confirm in their letter dated 16 October 2000 (copy attached) that there is no reason why pole No.8 should not be treated as all the other proposed poles. The previously approved applications have included poles within "central reservations". Pole 9 would be adjacent to the fence enclosing Copthall Playing Fields. This change would move a pole further from the Northway Tyres site and residential properties east of the footbridge. The relocation would not harm the street scene or the appearance of the locality. As a matter of fact and degree the change is considered to be a minor amendment.

Pole numbered 71 within the draft Highways Licence would be located approximately 2m south-east of the previously approved location on top of a wall to the subway. This would be closer to No.189 Hendon Way but further away from No.191. The relocation would not harm the street scene, the appearance of the locality or the amenity of neighbouring residents. As a matter of fact and degree the change is considered to be a minor amendment.

13/12/2000 13:00

0817317670

PALMER

PAGE 05

Pole number 73 within the draft Highways Licence would be located approximately 4m from the previously approved location. It would be closer to the Hendon Way footpath but no closer to the residential properties in Marble Drive. The relocation would not harm the street scene, the appearance of the locality or the amenity of neighbouring residents. As a matter of fact and degree the change is considered to be a minor amendment.

Pole numbered 87 within the draft Highways Licence would be located approximately 14m north-east of the previously approved location. This would be closer to the Midland Public House. The relocation would not harm the street scene, the appearance of the locality or the amenity of neighbouring occupiers. As a matter of fact and degree the change is considered to be a minor amendment.

It is noted that the Secretary of State in determining the Appeal in respect of application ERUV 1 stated that even slight movement of the poles could adversely affect the street scene. This comment specifically related to a condition which had been put forward at the Public Inquiry and it is considered that this does not mean that the Local Planning Authority must now conclude that the relocation of some of the poles approved as part of ERUV 4 requires further planning permission.

The ROSPA report commissioned by the Eruv Boundary Opponents Group is acknowledged, however it is considered that it does not introduce any additional material planning considerations.

CONCLUSION

The relocated poles would be of a similar size and appearance to those previously approved. They would be in the general vicinity of the previously approved locations. The changes do not introduce any additional planning considerations. The changes are considered to be a minor amendment to the planning permission ref. ERUV 4 and further planning permission will not be required.

AUTHOR : CLIVE TOWNSEND Principal Planner, Development and Regeneration Service
MONITORING OFFICER : TONY VINCETT Principal Solicitor, Legal Service, Law & Probity

20.11.2000

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr P Sheldon
34 Fairholme Gardens
London
N3 3EB

11 December 2000

Dear Peter

Eruv

As agreed, I enclose copies of the bank statements for the current year.

With all good wishes

Yours sincerely

Graham Morris



9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

HM Inspector of Taxes
Euston Square
7th Floor Euston Tower
286 Euston Road
London
NW1 3UH

11 December 2000

Dear Sir

United Synagogue Eruv Committee

I am in receipt of the Corporation Tax notice of which I attach a copy for easy reference. This company limited by guarantee is a registered charity no. 1081160. It has not yet commenced operations.

Yours faithfully

Trustee
United Synagogue Eruv Committee

~~Graham~~

I doubt that as a
charity there is tax to
pay (due 11/1/2001). would
suggest payslip shows

☒ For your attention

☐ Returned with thanks

☐ For your retention

☐ As discussed

☐ For your information

☐ For signature and return

☐ Please acknowledge

☐

☐

"NIL" and
send off in
envelope
enclosed.

Regards.
Howard

With the compliments of Howard Kramer



CITROEN WELLS
CHARTERED ACCOUNTANTS

Devonshire House, 1 Devonshire Street, London W1W 5DR
Telephone: 020 7304 2000, Facsimile: 020 7304 2020
E-mail: howard.kramer@citroenwells.co.uk

**Corporation Tax
Notice to deliver a
Company Tax return**

Period: 09 APR 1999 to 31 MAR 2000

160006:00003649:001 374

THE UNITED SYNAGOGUE ERUV CO
MMITEE
9, WEST HEATH ROAD
LONDON

NW3 7UX

Issued by

D A LUFF
HM Inspector of Taxes
EUSTON SQUARE
7TH FLOOR EUSTON TOWER
286 EUSTON ROAD
LONDON

NW1 3UH

Telephone number
020 7667 4000

Date of issue
02 MAY 2000

Reference
374 39481 13520 A 01

If you are the Treasurer of a club or voluntary association without a tax agent please see Note 1 of the enclosed CT600 Guide. If our records show you have an agent or accountant they will be told that this notice has been issued. A return form and return form guide are not issued with this notice if you have an agent or have indicated that you wish to use an approved substitute form. If you or your agent need any of these forms, please telephone the CTSA Orderline on 0845 300 6555 or fax on 0845 300 6777. The CTSA Orderline can also give you any of the CT600 Supplementary Pages you need to complete. It is open 7 days a week between 8am and 10pm.

The company* must deliver a return in the prescribed form* of its profits, losses and other information required for the purposes of the Corporation Tax Acts for the period shown above, if that is an accounting period* of the company.

If the period shown above is not an accounting period, a return is required

- for each accounting period that ended during or at the end of the period shown above, or
- if no accounting period ended during or at the end of that period, for that part of the period that does not form part of an accounting period, or
- if the company was outside the charge to corporation tax throughout the period shown above, for the whole of that period.

There are penalties for incorrect returns.

continued overleaf

CT603 (Ship)

BMSD 7/99

▼ Please detach payment slip here when making payment direct to the Accounts Office or by Girobank Transfer ▼

Girobank Trans
cash
Girobank plc Bootle Merseyside GIR 0AA

**Inland
Revenue**

Payslip

bank giro credit

Reference

Credit account number

Amount due
(no fee payable at PO counter)

By transfer from Alliance &
Leicester Giro account number

159
209

3948113520A00101A

610 5041

£

CHEQUE ACCEPTABLE

24

THE UNITED SYNAGOGUE ERUV CO
MMITEE

Signature

Date

For official use only

BANK OF ENGLAND
HEAD OFFICE COLLECTION A/C
INLAND REVENUE

CASH

CHEQUE

TOTAL £

10-50-41

Please do not fold this payslip or write or mark below this line

3948113520A00101A 87246105041 000000000 74 X

Your completed return must be accompanied by

- a copy of the accounts* of the company for the period covered by the return
- computations showing how entries on the return have been calculated from the relevant figures in the accounts
- in the case of an insurance company*, a copy of the return deposited with the Secretary of State under Part II of the Insurance Companies Act 1982 for the period coinciding with or overlapping the period covered by the return and should reach me not later than the filing date* set by law.

Penalties are charged if a return (including its accompanying documents) is late.

Notes

- * **'Company'** includes any unincorporated association, but not a partnership, local authority, local authority association or a health service body.
- * **'Insurance company'** is a company to which Part II of the Insurance Companies Act 1982 applies.
- * **'Accounting period'** is a period for which profits and losses have to be calculated for corporation tax purposes. It will usually, but not always, coincide with a period of 12 months for which the company draws up accounts. See "What period should the return cover?" in the *CT600 Guide*.
- * **'Accounts'** required are:
 - for companies resident in the United Kingdom throughout the period covered by the return and required by company law to prepare accounts covering that period, those accounts including a copy of any directors and auditors report similarly required
 - for companies not resident in the United Kingdom but carrying on a trade through a branch or agency in the U.K.:
 - the trading and profit and loss accounts of the company
 - the trading and profit and loss accounts of the U.K. branch or agency covering the period to which the return relates
 - balance sheet for the company at the end of the period of account and
 - if prepared, the balance sheet of the U.K. branch or agency at the same date
 - all accounts must be in English
- in any other case, a copy of any accounts, including balance sheet, that the company is required by statute or by its constitution to prepare, covering the period to which the return relates.
- where the company was outside the charge to corporation tax (for example, because it was dormant) and there is no single set of accounts that covers the period, you should enclose the most recent accounts prepared.
- * **'Filing date'**
This is usually the later of:
 - the first anniversary of the last day of the period to which the return relates, or
 - the end of 3 months following the date on which this Notice was served.
- * **Prescribed form**
This means form CT600 plus any relevant Supplementary Pages where the period to be covered by the return ended on or after 1 July 1999. In any other case, form CT200 or an approved substitute version of that form.

Payment of Tax

You are reminded that tax is payable, without assessment, 9 months and one day after the end of the accounting period or earlier if the company pays by instalments. Interest is chargeable on tax paid late.

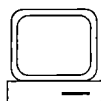
* These terms have special meanings for corporation tax purposes and are explained briefly in the *Notes* above.

Please also read the notes in the *CT600 Guide* which give further information about the obligations imposed by this notice.

How to pay

In the interests of security and efficiency we recommend that you pay by one of the methods listed at 1 to 3 below. However, we can also accept payment by post. *Make sure you allow enough time for payment to reach us by the due date. We suggest you allow at least 3 working days for this.*

1 By BACS or CHAPS



You can use these payment methods to transfer funds to us electronically. Please contact your bank and give the following information

- sort code 10-50-41
- account number 23456000
- your payslip reference as shown on the payslip overleaf.

3 By Girobank



If you have an Alliance & Leicester Giro account send the completed payslip direct to Girobank.

4 By post



- Send the payslip and your cheque, **both unfolded**, to the Accounts Office in the envelope provided
- Make your cheque payable to "INLAND REVENUE ONLY"
- Write your **payslip reference** after "INLAND REVENUE ONLY".
- Your Collector of Taxes is -
Accounts Office, BRADFORD,
West Yorkshire, BD98 8AA
Telephone 01274 530750

2 By Bank Giro



Take the whole form with your payment to a branch of your bank.

Please do not write or mark below this line

THE UNITED SYNAGOGUE
ERUV COMMITTEE



Mr D A Lopian
Reich Insurance Brokers
Medal House
197 Chapel Street
Manchester
M3 5EQ

11 December 2000

Dear Danny

Eruv

I have seen a copy of your letter to Brian Levy at Fladgate Fielder. It will be helpful if you could send him a copy of the proposed policy document since I am sure that Barnet Council will wish to see the policy terms before allowing the Eruv poles to be erected.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr B Levy

fcc LS PS

9 WEST HEATH ROAD LONDON NW3 7UX

Tel 0171-433 3434 Fax 0171-433 3934

Committee
(Sub-Committee Chairmen)

Laurence Begner (Ner Yisrael), Brian Berenblut (Technical), Edward Black (Public Relations), Joe Bloomberg, Sidney Braun (Hampstead Garden Suburb),

Rabbinic Panel

David Cohen, Daniel Drukarz, Alfie Frei, Jeremy Hershkorn, Stephen Lambert (Hendon), David Marriott, Graham Morris (Legal), Leo Noé (Bridge Lane) Michael Posen (Golders Green), David Rosenberg (Beis Yisrael), David Schreiber (Finance), Syma Weinberg, Michael Weinstein (Finchley) Dayan Ivan Binstock (Golders Green), Rabbi Edward Jackson (Hampstead Garden Suburb), Rabbi Sidney Silberg (Hendon), Rabbi Alan Kimche (Ner Yisrael)

Supervisory Authority
United Synagogue Liaison

*Chief Rabbi Dr. Jonathan Sacks, Dayan Chanoch Ehrentreu, Head of the London Beth Din
Elkan Levy (Honorary Officer)*

Technical Officer Alan Perrin B.Sc.



FLADGATE FIELDER
SOLICITORS

Mr G Morris
9 West Heath Road
LONDON
NW3 7UX

BRL\14317\0002

020 7462 2206

blevy@fladgate.com

7 December 2000

Dear Graham

Eruv

I enclose a copy of a letter I have received from Reich Insurance Brokers for your reference.

Yours sincerely

Brian Levy
Partner

copy : PS
LS

J. J. REICH
EST. 1943



H. B. SUGDEN & Co.
EST. 1864

(incorporating ALFRED ALEXANDER & Co.)

Medal House · 197 Chapel Street · Manchester M3 5EQ

Tel: 0161 834 8877 / 834 9705 · Fax: 0161 833 0887 / 835 1656 / 833 1386

www.reichinsurance.co.uk E-mail info@reichinsurance.co.uk

Our Ref: DAL/BM/SCHR01FP02

Your Ref: BRL\14317\0002

Date: 05.12.00

Fladgate Fielder
Solicitors
25 North Row
London
W1R 1DJ

Dear Sirs,

United Synagogue Eruv Committee

I refer to my fax of the 7th November 2000, and apologise for the delay in contacting you again.

I have finally been advised by the Norwich Union that the revised premium for Public Liability cover, with an indemnity limit of £10,000,000, will be £1,000 plus insurance premium tax, making a total of £1,050. The Norwich Union have forwarded the policy document which will be used should you wish to proceed, and I trust all is in order.

If you have any queries please do not hesitate to contact this office.

Yours sincerely,

A handwritten signature in black ink, appearing to be "D.A. Lopian", written over a horizontal line.

D.A. LOPIAN

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr G Murdoch
Fibbens Fox Associates
31 The Broadway
Woodford Green
IG8 0HQ

5 December 2000
by fax: 020 8506 1887

Dear Graham

Eruv

I do not know whether you have yet heard the good news which I received this morning on my return from a short business trip abroad that the planning report has recommended approval by the officers without the need for a further planning application. The Planning Department will therefore merely need to be informed and presumably to acknowledge the situation. Edward Black thinks that you will shortly be receiving a copy of the planning report if you have not already received it.

We must now push the Highways Agency for their licence.

With all good wishes

Yours sincerely

Graham Morris

From: Black, Edward <ebb@dentonwildesapte.com>
To: David Frei <info@londonbethdin.fsnet.co.uk>; Graham Morris <graham@schreibers.com>; Alan Perrin <APerrin@cyworks.co.uk>; David Schreiber <david@schreibers.com>; V. Lionel Shebson <vlshebson@tesco.net>; 'petersheldon88@hotmail.com' <petersheldon88@hotmail.com>
Date: 29 November 2000 20:09
Subject: Good News

The good news, from Munroe Palmer, is that the planning report, which recommends approval by the officers and simply informing the planning committee, has been written and is being circulated. By now Graham Murdoch may even have received a copy.

I have also asked Munroe to press the relevant department on the highways licence points.

Warm regards

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildesapte.com

This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildesapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

This e-mail (including any attachments) is intended only for the recipient(s) named above. It may contain confidential or privileged information and should not be read, copied or otherwise used by any other person. If you are not a named recipient, please contact the sender and delete the e-mail from your system.



Companies House
— for the record —

USE THIS FORM FOR FINANCIAL YEARS
ENDING BEFORE 26 JULY 2000.

DCA

CHFP000

Company Number

~~THE UNITED SYAL~~
2749885

Company Name in full

THE UNITED SYNAGOGUE
ERUV COMMITTEE

Balance Sheet as at

31ST MARCH 2000

COMPANY LTD BY
GUARANTEE NO
SHARE CAPITAL

Current Year

Previous Year

£

£

Called up Share Capital not paid

NIL

NIL

Cash at Bank and in Hand

NIL

NIL

NET ASSETS

£ NIL

£ NIL

Authorised share capital:

NIL ordinary shares of £ each

Issued share capital:

NIL ordinary shares of £ each

SHAREHOLDERS' FUNDS

£

£

Notes:

The cost of the annual return fee was borne by the directors without any right of reimbursement.

2. During the year the company allotted no ordinary shares with an aggregate nominal value of £ NIL, the consideration received by the company was £ NIL

The company was dormant throughout the financial year.

These accounts were approved by the Board of Directors on 5th December 2000 and signed on their behalf by:

Director(s)

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Contact details:

G. MORRIS
9 WEST HEATH ROAD
LONDON NW374X



February 2000

GUIDANCE TO PREPARING DORMANT COMPANY ACCOUNTS WHERE THE COMPANY'S ONLY TRANSACTION IS THE ISSUE OF SUBSCRIBER SHARES, AND THE COMPANY IS NOT A SUBSIDIARY - FOR FINANCIAL YEARS ENDING BEFORE 26 JULY 2000.

a. The attached template for dormant company accounts is only suitable for those companies which have never traded and where the only transaction entered into the accounting records of the company is the issue of subscriber shares.

b. Shares may be fully paid, partly paid or unpaid: any paid element should be shown as "Cash at Bank and in hand", any unpaid element shown as "Called up share capital not paid".

c. The first year's accounts should include note 2 (required by paragraph 39 of Schedule 4 to the Companies Act 1985), thereafter this note should be deleted.

d. For these purposes a company is defined as being dormant if no accounting transactions have occurred, other than the taking of shares by the subscribers to the memorandum in pursuance of their undertaking in the memorandum, and a special resolution has been passed under Section 250 of the Companies Act 1985.

e. The annual return fee may be omitted from the company records and the annual accounts if borne by other parties, such as the directors, without any right of reimbursement, thus entitling the company to retain its dormant status.

f. The company directors are responsible for preparing and filing accounts at Companies House that comply with the requirements of the Companies Act and failure to do so may result in prosecution. Should you have any doubt about the company's entitlement to file dormant accounts, or the preparation of those accounts, you should seek professional advice.

This guidance only applies to the accounts that must be filed with the registrar of companies, and does not cover the accounts that must be prepared for the members.



Companies House
for the record

USE THIS FORM FOR FINANCIAL YEARS
ENDING BEFORE 26 JULY 2000.

DCA

CHFP000

Company Number

Company Name In full

Balance Sheet as at

	Current Year 2000 £	Previous Year £
Called up Share Capital not paid *		
Cash at Bank and in Hand *	100	
NET ASSETS	£ 100	£
Authorised share capital:		
100 ordinary shares of £ 100 each		
Issued share capital:		
100 ordinary shares of £ 100 each	100	
SHAREHOLDERS' FUNDS	£ 100	£

Notes:

- The cost of the annual return fee was borne by the directors without any right of reimbursement.
- During the year the company allotted 100 ordinary shares with an aggregate nominal value of £ 100, the consideration received by the company was £ 100.

The company was dormant throughout the financial year.

These accounts were approved by the Board of Directors on 30 July 2000
and signed on their behalf by:
Director(s) Please give the name, address, telephone number
and, if available, a DX number and Exchange of
the person Companies House should contact if
there is any query.

A. Director

Contact details:



February 2000

An example:

On 1 April 1999 "A Company" Limited was incorporated with authorised share capital of 1,000 ordinary shares of which 100 shares were issued to its sole director. The director paid cash for the shares. The first year accounts are made up to 30 April 2000.

Note:

The total of Net Assets should equal the total of Shareholders' Funds.

* See note b. above

Please Note:

This form is only suitable for dormant companies where the company's only transaction is the issue of subscriber shares and the company is not a subsidiary.

When you have completed and signed the form please send it to the Registrar of Companies at:

**Companies House, Crown Way, Cardiff,
CF14 3UZ**

DX 33050 Cardiff

*for companies registered in England and
Wales*

or

**Companies House, 37 Castle Terrace,
Edinburgh, EH1 2EB**

DX 235 Edinburgh

for companies registered in Scotland



Companies House

— *for the record* —

MR G MORRIS
9 West Heath Road
LONDON
NW3 7UX

Companies House Enquiry Service.
Crown Way,
Cardiff.
CF14 3UZ.
Telephone: 029 2038 0801
Fax: 029 2038 0517
DX: 33050

Request Date	24/11/2000
Despatch Date	27/11/2000
Order Number	0533322

Dear MR G MORRIS,

As per your enquiry, I have enclosed the items of stationery requested. If you require any further assistance please do not hesitate to contact the Companies House Enquiry Service on the above telephone number.

Form/Guideline ID	Number of Copies
DCA	2
GBA3	1

Yours Sincerely,

Lyn Howells



AWARDED FOR EXCELLENCE

From: David Schreiber <David@Schreibers.com>
To: David Frei (E-mail) <info@londonbethdin.fsnet.co.uk>
Cc: Lionel Shebson (E-mail) <L.Shebson@hk.hiway.co.uk>; Graham Morris (E-mail) <Graham@Schreibers.com>; Edward & Bubbles Black (E-mail) <ebb@dentonhall.com>
Date: 02 December 2000 18:01
Subject: Highgate

David

I understand that Peter Sheldon was going to ask you to press Rabbi Conway to complete his inspection of the Bishops Avenue and the back-of-houses integrity of the eruv where it borders the Highgate Golf Course.

Has this been done or what is the status?

If you are not up to speed, I suggest that you contact Alan Perrin, technical officer of the eruv committee, who is completely knowledgeable on the subject from his last inspection of the perimeter with Dayan E and Jeremy Conway.

Alan's card is below

Shavua Tov, Warm Regards and it's great to have your capable help with the project!



David@Schreibers.com

H +972 2 561 9445
O +972 2 672 1411
M +972 54 842 600
F +44845 1274678

04/12/2000

Subject: New e-mail address

Would you please note and send all future e-mails to my new e-mail address:

petersheldon88@hotmail.com

PS



COMPANIES HOUSE

THE DIRECTOR (S)
THE UNITED SYNAGOGUE ERUV COMMITTEE
9 WEST HEATH ROAD
LONDON
NW3 7UX

Crown Way, Maindy
Cardiff, CF14 3UZ
DX 33050

013185

Direct Line 029 20380801
Quoting ref - REM2A / 03749885
Date 22 NOVEMBER 2000

Useful Contact Numbers

Main Switchboard	(029) 20388588
Fax	(029) 20380093
Central Enquiry Unit	(029) 20380801
Stationery	(029) 20380801
Annual Return Re-issues	(029) 20380801

ACCOUNTS REMINDER NOTICE

The Registrar of Companies would like to remind you that accounts for this company for the period

09/04/1999 to 31/03/2000

must be delivered to Companies House no later than

31/01/2001

You are required to deliver the accounts whether or not your company has traded.

You should please note that if the accounts are delivered late, automatic financial penalties will be payable. Failure to deliver on time is also a criminal offence for which the directors could be prosecuted. Delivery does not take place until the accounts, in an acceptable format, are received by the Registrar.

Should there be exceptional circumstances which prevent you from delivering these accounts on time, it may be possible for the Secretary of State to extend the time allowed for their delivery. Requests for such extensions must be received in writing by Companies House before the delivery deadline expires. Extensions can only be granted where unforeseen events beyond the control of the directors and auditors prevent delivery. Any queries on delivery extensions should be directed to (029) 20380186 / 20380483.

If this is a private, non-trading company which is no longer needed, you may be able to apply for its removal from the register under section 652A of the Companies Act 1985. Please ring (029) 20380092 / 20380037 for advice.

Should you have difficulty delivering the accounts call us now! We are here to help and advise.



AWARDED FOR EXCELLENCE

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr G Murdoch
Fibbens Fox Associates
31 The Broadway
Woodford Green
IG8 0HQ

20 November 2000

Dear Graham

Eruv

I enclose a copy of a letter I have received from Brian Levy. Shelagh Best is still recovering from her move but it is just not acceptable for us not to have somebody to contact at Mouchel. May I therefore ask you to press her for a name; alternatively to contact Mouchel direct with a view to finding out who is dealing with the matter there.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr E B Black
 Mr L Shebson
 Mr P Sheldon

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr B Levy
Fladgate Fielder
25 North Row
London
W1R 1DJ

20 November 2000

Dear Brian

Eruv

Thank you for your letter dated 14 November 2000. I do not know whether you sent Graham Murdoch a copy of your letter but in any event I have asked him to chase Shelagh Best for the name of the person to contact at Mouchel.

We have recruited two new members of the Committee. One is Lionel Shebson, whom you probably know, and the other is Peter Sheldon, the President of the United Synagogue. Lionel Shebson will be coordinating all our efforts and you may therefore hear from him from time to time.

Monroe Palmer, our friendly councillor at Barnet, is also pressing for progress with the legal documentation so I hope that this aspect of the matter will be on track again very shortly.

With all good wishes

Yours sincerely

Graham Morris



FLADGATE FIELDER
SOLICITORS

—
Mr G Morris
9 West Heath Road
LONDON
NW3 7UX

Our ref BRL\14317\0002
Your ref
Direct dial 020 7462 2206
E-mail blevy@fladgate.com
Date 14 November 2000

dictated 13/11

Dear Graham

Eruv

I spoke to Shelagh Best. She has in fact only been in "the building" for some three days and knows that she has a number of things to sort out.

She has yet to see John Koster, and Fibbens Fox will have to contact Mouchel, but she cannot yet give me a name at the Consultants.

I suspect she needs leaning on not just by me.

Yours sincerely

Brian Levy
Partner

369348v01\JXB

From: David Schreiber <David@Schreibers.com>
To: Peter & Judy Sheldon (E-mail) <p.sheldon@kindertek.com>
Cc: Lionel Shebson (E-mail) <L.Shebson@hk.hiway.co.uk>; Graham Morris (E-mail) <Graham@Schreibers.com>; Edward & Bubbles Black (E-mail) <ebb@dentonhall.com>; David Frei (E-mail) <info@londonbethdin.fsnet.co.uk>
Date: 16 November 2000 17:16
Subject: RE: Update

Peter

I really appreciated your involvement and welcome the addition of Lionel and David to our team.

My contact details are

H +972 2 561 9445
O +972 2 672 1411
M +972 54 842 600
F +44845 1274678

and you can always reach me through the Schreiber office in Hampstead - 0207 433 3434



-----Original Message-----

From: Kindertec [mailto:p.sheldon@kindertec.com]
Sent: 16 November 2000 15:35
To: Graham Morris; David Schreiber; David Frei; V. Lionel Shebson; Edward B. Black
Subject: Update

It was useful to have our meeting on Tuesday and I thank all of the attendees.

I have since spoken to Lionel and David Frei and I am pleased to tell you that both are happy to join the committee. I propose that Lionel act as the effective Chairman of the committee, primarily in a co-ordinating role. David F. has agreed to co-ordinate the Beth Din's role.

It would be useful if everyone would copy other members of the committee as appropriate.

e-mail addresses are as follows:

Graham graham@schreibers.com
Lionel L.Shebson@hk.hiway.co.uk
David S. david@schreibers.com
Edward ebb@dentonwildesappte.com
David F. info@londonbethdin.fs.net.co.uk
Peter p.sheldon@kindertec.com

Would everyone please e-mail everyone else with contact addresses, fax and telephone numbers. Edward, would you add those of Alan Perrin and his e-mail.

Next meeting, as agreed, at 34, Fairholme Gardens, London N3 on Thursday 7 December at 8.30 p.m.

Peter

17/11/2000

From: Kindertec <p.sheldon@kindertec.com>
To: Graham Morris <graham@schreibers.com>; David Schreiber <david@schreibers.com>; David Frei <info@londonbethdin.fs.co.uk>; V. Lionel Shebson <L.Shebson@hk.hiway.co.uk>; Edward B. Black <ebb@dentonwildesapte.com>
Date: 16 November 2000 14:01
Subject: Update

It was useful to have our meeting on Tuesday and I thank all of the attendees.

I have since spoken to Lionel and David Frei and I am pleased to tell you that both are happy to join the committee. I propose that Lionel act as the effective Chairman of the committee, primarily in a co-ordinating role. David F. has agreed to co-ordinate the Beth Din's role.

It would be useful if everyone would copy other members of the committee as appropriate.

e-mail addresses are as follows:

Graham graham@schreibers.com
Lionel L.Shebson@hk.hiway.co.uk
David S. david@schreibers.com
Edward ebb@dentonwildesapte.com
David F. info@londonbethdin.fs.net.co.uk
Peter p.sheldon@kindertec.com

Would everyone please e-mail everyone else with contact addresses, fax and telephone numbers. Edward, would you add those of Alan Perrin and his e-mail.

Next meeting, as agreed, at 34, Fairholme Gardens, London N3 on Thursday 7 December at 8.30 p.m.

Peter

From: Kindertec <p.sheldon@kindertec.com>
To: Graham Morris <graham@schreibers.com>; David Schreiber
<david@schreibers.com>; David Frei <info@londonbethdin.fsnet.co.uk>; V.
Lionel Shebson <L.Shebson@hk.hiway.co.uk>; Edward B. Black
<ebb@dentonwildesapte.com>
Date: 16 November 2000 14:46
Subject: oops

David frei's email address should be correctly shown as:

info@londonbethdin.fsnet.co.uk

Sorry,

Peter

From: David Frei <info@londonbethdin.fsnet.co.uk>
To: Kindertec <p.sheldon@kindertec.com>
Cc: LShebson@hk.hiway.co.uk <LShebson@hk.hiway.co.uk>;
david@schreibers.com <david@schreibers.com>; graham@schreibers.com
<graham@schreibers.com>; ebb@dentonwildesapte.com
<ebb@dentonwildesapte.com>
Date: 17 November 2000 12:10
Subject: Re: Eruv Committee

Contact details = H. 0208 455 3601
O. 0208 343 6277
Fax 0208 343 6257
Address;109 Princes Park Ave London NW11 OJS

----- Original Message -----

From: Kindertec
To: David Frei
Sent: Thursday, November 16, 2000 3:38 PM
Subject: Eruv Committee

You didn't get the following, sent to all of the committee, because as you will see from my separate email and as shown below, I got your email address wrong.

It was useful to have our meeting on Tuesday and I thank all of the attendees.

I have since spoken to Lionel and David Frei and I am pleased to tell you that both are happy to join the committee. I propose that Lionel act as the effective Chairman of the committee, primarily in a co-ordinating role. David F. has agreed to co-ordinate the Beth Din's role.

It would be useful if everyone would copy other members of the committee as appropriate.

e-mail addresses are as follows:

Graham graham@schreibers.com
Lionel L.Shebson@hk.hiway.co.uk
David S. david@schreibers.com
Edward ebb@dentonwildesapte.com
David F. info@londonbethdin.fs.net.co.uk
Peter p.sheldon@kindertec.com

Would everyone please e-mail everyone else with contact addresses, fax and telephone numbers. Edward, would you add those of Alan Perrin and his e-mail.

Next meeting, as agreed, at 34, Fairholme Gardens, London N3 on Thursday 7 December at 8.30 p.m.

Peter

Mr G Morris
9 West Heath Road
LONDON
NW3 7UX

BRL\14317\0002

020 7462 2206

blevy@fladgate.com

14 November 2000

Dear Graham

Eruv

I spoke to Shelagh Best. She has in fact only been in "the building" for some three days and knows that she has a number of things to sort out.

She has yet to see John Koster, and Fibbens Fox will have to contact Mouchel, but she cannot yet give me a name at the Consultants.

I suspect she needs leaning on not just by me.

Yours sincerely

Brian Levy
Partner

cc. Edward Black, Graham Murdoch, Graham and David at Schreibers

From: Black, Edward <ebb@dentonwildesapte.com>
To: 'david@schreibers.com' <david@schreibers.com>; 'graham@schreibers.com' <graham@schreibers.com>
Date: 14 November 2000 10:36
Subject: FW: Eruv

Update from Munroe Palmer below

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildesapte.com

-----Original Message-----

From: Palmer, Cllr M [<mailto:Cllr.M.Palmer@barnet.gov.uk>]
Sent: 14 November 2000 08:25
To: 'Black, Edward'
Subject: RE: Eruv

I spoke to leading officers again a few days ago i.e Anne Lippitt (director) and Andrew Barry-Pursell (Head of Service)
They told me that they would chase up Clive Townsend the Planner to whom they had allocated the task of preparing a detailed paper . Their view was that the paper would seek to set out why in planning terms, as agreed with the Legal Dept., the alterations should be accepted; that there was no need for a new planning application; and hopefully no need for even formal delegated powers to be used. The view from Anne and Andrew was that this was the sort of modest changes to a planning application which could be decided by the professionals i.e the planners. Clearly the worry is that when challenged, and they will be by the objectors they want it to hold up in Court if necessary. The paper from Clive T has taken longer than I would like, but I am conscious that I think I have them on side and I didnt want to overpressures them. The decision appeared to be that when decided it would be appropriate to inform applicants AND objectors which is when the shouting will start. I am working for a living today and have little time. However, I saw Anne late last night and asked her to chase it up and get someone to try to get me on my mobile. I will anyway chase it up tomorrow AM when I surface for a few hours.

Monroe Palmer
Administration Lead Member for Development & Regeneration

> -----Original Message-----

> From: Black, Edward [[SMTP:ebb@dentonwildesapte.com](mailto:ebb@dentonwildesapte.com)]

> Sent: 13 November 2000 19:22

> To: 'Palmer, Cllr M'

> Subject: RE: Eruv

>

> Could you possibly give me a brief update on the current situation with

> Barnet planning and highways as far as you know it, as we have a committee

THE UNITED SYNAGOGUE ERUV COMMITTEE



Internal Memo – Meeting 12 12 99

Dayan Ehrentreu, Rabbi Conway, Graham Morris, Edward Black, Alan Perrin, David Schreiber

Issues arising from Eruv Survey completed 1st December 99

Site	Ref	Issue	Action
Sunnyhill Park	26 -28	Gaps in house fences backing on park Driveway opened to park	AP to prepare and circulate internally letter to Council to deal with last changes including change to Sunnyhill using A41 to Great North Way intersection. EB to discuss letter with Melvyn Cohen for his recommendation of best way to proceed with Barnet
Tesco	21	Pedestrian Gateway	EB to discuss with Michael Goldmeier of Berwin Leighton for Tesco to install, or allow us to install arch
Highgate, Bishop's Avenue	4-10	Dilapidated fencing	DS to ask David Marriot to take Rabbi Conway onto course to inspect integrity of existing club fence
Hendon Golf Club	33	Fernside Court	DS to arrange re-fencing once licence granted
		Inspection of properties backing onto course	Access available from Ashley Lane for inspection say every 6 months
Hampstead Heath		Letter of objection	EB to speak to Steven Oats and forward correspondence to DS. DS to contact PL

9 WEST HEATH ROAD LONDON NW3 7UX

Tel 0171-433 3434 Fax 0171-433 3934

Committee
(Sub-Committee Chairmen)

Rabbinic Panel

Supervisory Authority

United Synagogue Liaison

Lauréne Begner (Ner Yisrael), Brian Berenblut (Technical), Edward Black (Public Relations), Joe Bloomberg, David Cohen, Daniel Drukacz, Alfie Frei, Jeremy Hershkorn, (Hampstead Garden Suburb), Stephen Lambert (Hendon), David Marriot, Graham Morris (Legal), Leo Noé (Bridge Lane) Michael Posen (Golders Green), David Rosenberg (Beis Yisrael), David Schreiber (Finance), Syma Weinberg, Michael Weinstein (Finchley)

Rabbi Ephraim Mirvis (Finchley), Rabbi Edward Jackson (Hampstead Garden Suburb), Rabbi Sidney Silberg (Hendon), Rabbi Alan Kiniche (Ner Yisrael)

Chief Rabbi Dr. Jonathan Sacks, Dayan Chanoch Ehrentreu, Head of the London Beth Din

Elkan Levy (President)

Technical Officer Alan Perrin B.Sc.

From: Edward Black <eblack@dircon.co.uk>
To: blevy@fladgate.com <blevy@fladgate.com>; graham@schreibers.com
<graham@schreibers.com>; david@schreibers.com
<david@schreibers.com>; Alan Perrin <APerrin@cyworks.co.uk>
Date: 03 November 2000 03:35
Subject: Shelagh Best

I spoke to Shelagh best earlier this week. At the moment the only thing on her mind is the fact that her team is moving from Southwark to Victoria next week. Her new address and phone number with effect from Tuesday (November 7) are:

Transport for London
3rd Floor
17 Dacre Street
London SW1
020 7941 7058

She said that (while she needs to review the file again in details and to talk with her in house lawyer and she will need to bring a new in house lawyer on to the job as the one who had been dealing has moved to another position) she cannot think of any major blockages in the way of getting the licence done.

She wants to organise a test of the "wire" to ensure that there are no safety issues and will need to meet with John Koster. She will also need to see a copy of the Barnet planning decision (which of course has not been formally rendered yet). She will also want to discuss the insurance issue with us.

I agreed that Brian would telephone her on or soon after Wednesday November 7 to discuss how best to advance matters.

As I am currently travelling and Graham Murdoch does not yet have email, Brian could I trouble you to pass on a copy of this e-mail to Graham Murdoch by fax or ordinary mail.

I can be reached on my mobile (07899 064032.)

Regards

Edward Black

copy G Murdoch



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Partner

25 North Row • London W1R 1DJ • Tel: 020 7323 4747 • Fax: 020 7629 4414 • DX 9057 West End
Direct dial: 020 7462 2206 • E-mail: blevy@fladgate.com • Website: www.fladgate.com

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Medal House
197 Chapel Street
Manchester
M3 5EQ

BRL\14317\0002
DAL/BM/SCHR01FP02
020 7462 2206
blevy@fladgate.com
30 October 2000

Dear Sirs

United Synagogue Eruv Committee

You wrote to Graham Morris at Schreiber Holdings almost exactly a year ago in respect of the Norwich Union's quotation for an indemnity of £10,000,000.

Your letter of 25 October enclosed draft wording but hardly a definitive form.

The London Borough of Barnet feel that further detail would be appreciated. Have you got any further with the proposed draft policy detailed wording?

Yours faithfully

Fladgate Fielder

From: Black, Edward <ebb@dentonwildesapte.com>
To: 'Info ' <schreib@btinternet.com>
Date: 24 October 2000 23:23
Subject: RE: Eruv

Greetings from Sarajevo.

The 14th is OK for me. I can't think of anyone other than you, Alan, David and me plus Peter and Lionel.

I have tried to reach Shelagh Best, thus far without success. I'll try again tomorrow.

-----Original Message-----

From: Info
To: ebb@dentonwildesapte.com
Sent: 10/20/00 3:05 PM
Subject: Fw: Eruv

-----Original Message-----

From: David Schreiber <David@Schreibers.com
<mailto:David@Schreibers.com> >
To: 'Graham Morris' <Graham@Schreibers.com
<mailto:Graham@Schreibers.com> >; ebb@dentonwildesapte.com
<mailto:ebb@dentonwildesapte.com> < ebb@dentonwildesapte.com
<mailto:ebb@dentonwildesapte.com> >
Date: 19 October 2000 10:24
Subject: RE: Eruv

[David's response to your email is:]

I have spoken to Peter and he confirms 6pm 14th Nov at 9WHR and he will bring Lionel Shebson

Anyone else who can really contribute??

-----Original Message-----

From: Info [mailto:Schreib@btinternet.com]
Sent: 18 October 2000 18:22
To: ebb@dentonwildesapte.com
Subject: Eruv

to: Edward Black
from: Graham Morris

You have no doubt received the copy of Brian Levy's letter to Penhey dated 17 October 2000. This confirms the facts as set out in my e-mail to you dated 16 October 2000. Brian Levy has confirmed that since his reply to Penhey of 31 January 2000 he has not heard from him in spite of reminders written by him in April and July. I hope that Monroe Palmer will be able to get things moving and to get Penhey or someone else in the Legal Department to telephone Brian Levy with a view to getting the show back on the road.

25/10/2000

I have seen David's e-mail to you dated 17 October 2000. How about our meeting here at 9 West Heath Road on Tuesday 14 November at 6.00 pm or thereabouts? Will you contact Peter Sheldon? You might like to suggest that Lionel Shebson should attend and anyone else who might have some way of bringing pressure to bear on the Highways Agency.

Best wishes
Graham

Info@Schreibers.com <mailto:Info@Schreibers.com>

Tel +44 (0)171 433 3434

Fax +44 (0)171 433 3934

This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildesapte.com> A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is (0)20 7242 1212.

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25/10/2000

From: David Schreiber <David@Schreibers.com>
To: 'Graham Morris' <Graham@Schreibers.com>; ebb@dentonwildesapte.com
<ebb@dentonwildesapte.com>
Date: 19 October 2000 10:24
Subject: RE: Eruv

sent to EB

[David's response to your email is:]

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-----Original Message-----

From: Info [mailto:Schreib@btinternet.com]
Sent: 18 October 2000 18:22
To: ebb@dentonwildesapte.com
Subject: Eruv

to: Edward Black
from: Graham Morris

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Best wishes
Graham

Info@Schreibers.com
Tel +44 (0)171 433 3434
Fax +44 (0)171 433 3934

20/10/2000

From: Black, Edward <EBB@dentonwildeapte.com>
To: 'Brian Levy' <blevy@fladgate.co.uk>; 'Graham Morris' <graham@schreibers.com>; 'David Schreiber' <David@Schreibers.com>; 'Alan Perrin' <APerrin@cyworks.co.uk>
Date: 18 October 2000 15:46
Subject: FW: Phone message

Monroe Palmer has been rattling cages in Barnet legal regarding the licence.
The matter has now been assigned to Tony Vinsett to whom Munroe has spoken
-- see the message below.

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildeapte.com

> -----Original Message-----

> From: McDermott, Sheree

> Sent: 18 October 2000 15:11

> To: Black, Edward

> Subject: Phone message

>

>

> Monroe Palmer called. He has spoken to Tony Vincett. The deposit term of
> the agreement will be drafted by the end of the week and the minor
> amendments will be made. He will write to Brian Levy.

>

This e-mail is from Denton Wilde Sapte. Our web site is at
<http://www.dentonwildeapte.com> A list of our partners may be inspected at our principal
place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU,
UK. Our central telephone number is (0)20 7242 1212.

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copied or otherwise used by any other person. If you are not a named recipient, please
contact the sender and delete the e-mail from your system.

From: Info <Schreib@btinternet.com>
To: ebb@dentonwildesapte.com <ebb@dentonwildesapte.com>
Date: 18 October 2000 17:21
Subject: Eruv

to: Edward Black
from: Graham Morris

You have no doubt received the copy of Brian Levy's letter to Penhey dated 17 October 2000. This confirms the facts as set out in my e-mail to you dated 16 October 2000. Brian Levy has confirmed that since his reply to Penhey of 31 January 2000 he has not heard from him in spite of reminders written by him in April and July. I hope that Monroe Palmer will be able to get things moving and to get Penhey or someone else in the Legal Department to telephone Brian Levy with a view to getting the show back on the road.

I have seen David's e-mail to you dated 17 October 2000. How about our meeting here at 9 West Heath Road on Tuesday 14 November at 6.00 pm or thereabouts? Will you contact Peter Sheldon? You might like to suggest that Lionel Shebson should attend and anyone else who might have some way of bringing pressure to bear on the Highways Agency.

Best wishes
Graham

Info@Schreibers.com
Tel +44 (0)171 433 3434
Fax +44 (0)171 433 3934

From: David Schreiber <David@Schreibers.com>
To: 'Black, Edward' <EBB@dentonwildesapte.com>
Cc: Graham Morris (E-mail) <Graham@Schreibers.com>; Graham Morris (E-mail) <Graham@Schreibers.com>
Date: 17 October 2000 18:24

Thanks for such a detailed response.

In the event my timetable has changed as Daniel and Daniella just had a baby boy in California and I'm going pg Saturday night to be at the brit.

I'd like to get together on the Tuesday 14th November, if that works for you, to discuss quo vadis on the eruv. Peter Sheldon will join us. Can you fix a convenient time with Graham - I suggest at West Heath Rd after work - and let me know so I can fix with Peter who is here. I also think we should consider who we can bring in for the meeting to widen the circle particularly with a view to enlisting political contacts.

Chag Sameach

David

18/10/2000



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With the compliments of Brian Levy
Partner

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Direct dial: 020 7462 2206 • E-mail: blevy@fladgate.com • Website: www.fladgate.com

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J Penhey Esq
Borough Solicitor
London Borough of Barnet
DX 59318 HENDON

BRL\14317\0002
DEV2.38400.JMP/sb
020 7462 2206
blevy@fladgate.com
17 October 2000

Dear Mr Penhey

The United Synagogue Eruv Committee

We had some meaningful correspondence at the beginning of the year and I wrote to you, without reply, on 18 April and 7 July.

My Clients are hopeful that shortly matters will be sorted out with the Highways Agency and I would appreciate a phone call from you or a letter dealing with the one or two small outstanding points which remain between us.

Yours sincerely

Brian Levy
Partner

cc. Graham Morris
Edward Black

From: Black, Edward <EBB@dentonwildesapte.com>
To: 'Graham Morris' <graham@schreibers.com>
Date: 17 October 2000 15:06
Subject: FW: Eruv

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildesapte.com

-----Original Message-----

From: Palmer, Cllr M [<mailto:Cllr.M.Palmer@barnet.gov.uk>]
Sent: 17 October 2000 13:52
To: 'Black, Edward'
Subject: RE: Eruv

I have received this e-mail today

Mouchels have decided that their concerns about pole 8 are not relevant to Planning. I have spoken to Legal and they agree that the changes the promoters are proposing are not material changes in which we would require another application. That is our likely view, but I will brief you and Councillor Cohen on what we intend to do - and how - tomorrow or Wednesday.

ANDREW BARRY-PURSSELL
HEAD OF DEVELOPMENT AND REGENERATION
EXT. 4402'

I think it important that you speak to Jack Cohen.
hE IS CHAIR OF aREA SUB cOMMITTEE WHICH RECEIVES DELEGATED ITEMS OR HEARS APPLICATIONS IN THIS AREA. hE HAS BEEN PLAGUED BY THE OBJECTORS. i JUST WANT HIM TO HEAR ALSO FROM YOU. bASICALLY i HOPE THAT OFFICERS WILL DECIDE TO DEAL WITH IT UNDER DELEGATED POWERS. i KNOW jACK SUPPORTS THE eruv BUT i WANT A QUICK ACTION LEAVING OBJECTORS LITTLE TIME TO RAISE HELL
jACK HOME NO 84453981 OR 8446 7940
OFFICE TODAY 8 445 1623

Monroe Palmer
Administration Lead Member for Development & Regeneration

17/10/2000

> -----Original Message-----

> From: Black, Edward [SMTP:EBB@dentonwildesapte.com]

> Sent: 13 October 2000 03:32

> To: 'Palmer, Cllr M'

> Subject: RE: Eruv

>

> You will also have seen my second e-mail of yesterday. If you can,

> please

> phone me after the meeting with the planning team. Many thanks

>

>

> -----Original Message-----

> From: Palmer, Cllr M

> To: 'Black, Edward'

> Sent: 10/12/00 5:18 PM

> Subject: RE: Eruv

>

> I am chasing the officers

> I have a meeting with all the senior planning team at 10.30am tomorrow.

> I

> have put it on the formal agenda to concentrate their minds. Last heard

> Mouchells had not responded with information.

>

> Monroe Palmer

> Administration Lead Member for Development & Regeneration

>

> > -----Original Message-----

> > From: Black, Edward [SMTP:EBB@dentonwildesapte.com]

> > Sent: 12 October 2000 17:29

> > To: 'Palmer, Cllr M'

> > Subject: RE: Eruv

> >

> > Any word? As you will appreciate the pressure on the Eruv committee

> > is

> > becoming intense.

> >

> >

> >

> > Edward Black

> > Denton Wilde Sapte

> > One Fleet Place London EC4M 7WS UK

> > Tel: +44 (0)20 7246 7550

> > Fax: +44 (0)20 7246 7777

> > E-mail: ebb@dentonwildesapte.com

> >

> >

> >

> >

> > -----Original Message-----

> > From: Palmer, Cllr M [mailto:Cllr.M.Palmer@barnet.gov.uk]

> > Sent: 22 September 2000 09:43

> > To: 'Black, Edward'

> > Subject: RE: Eruv

> >

> >

> > been in Bournemouth. Will enquire as soon as possible

> >

> > Monroe Palmer

> > Administration Lead Member for Development & Regeneration

> >

> > > -----Original Message-----

17/10/2000

From: Info <Schreib@btinternet.com>
To: EBB@dentonwildesapte.com <EBB@dentonwildesapte.com>
Cc: blevy@fladgate.com <blevy@fladgate.com>
Date: 16 October 2000 16:02
Subject: Eruv

As agreed I am writing to summarise the position with the draft licence. As you will recall we met Koster in December 1998 when Koster confirmed that a draft licence was being prepared by the Borough's solicitor "and that it should be available for the Committee soon". In response to my question he saw no reason why this should not be early in January 1999. In fact the draft licence was sent to Brian Levy on 9 February 1999 by John Penhey who added in his accompanying letter "there will need to be a separate bond. I shall write to you further about this shortly". The matter proceeded at a snail's pace throughout 1999.

On 21 January 2000 Alan Perrin and Graham Murdoch attended a meeting with Townsend, Koster and Penhey to discuss possible Eruv boundary changes as a result of a revisit of the sites by Alan Perrin and colleagues. Mr Townsend agreed to discuss with his colleagues whether the alterations could be treated as an amendment of the approved plans without the need for a further planning application. It was understood that in the meantime work would continue on the form of the draft licence since most of the outstanding matters did not relate to the location of the poles. On 28 January 2000 Penhey wrote to Brian Levy with instructions on some outstanding points with regard to matters such as nuisance, insurance cover and notice provisions. He agreed to let Brian Levy have suggested redrafts of the relevant clauses during the course of the following week. Brian Levy replied to Penhey's letter on 31 January agreeing two of Penhey's points and raising a query in respect of just one of them. So far as I am aware nothing further has been heard from John Penhey or for that matter any of his associates in the Barnet Legal Department since January 2000. This is quite unacceptable since there are still a number of outstanding matters including the form of the bond which Penhey referred to in his initial letter sending the draft licence to Brian Levy in February 1999. No attempt has yet been made to deal with this issue and various other outstanding matters have been left in abeyance for the last nine months.

This is quite unacceptable and I therefore suggest that these facts should be communicated to Monroe Palmer so that immediate instructions are given to the Legal Department to proceed with the draft licence so that it may be agreed in time to coincide with consents being granted by the Planning Department and not to be a cause of further delay after the consents have been obtained.

We are of course aware of and sympathetic to Mr Penhey's sad personal problem but are sure that by now the Barnet Legal Department has provided support for him so that his work has been dealt with by others during the difficult period he has gone through.

I have sent a copy of this e-mail to Brian Levy so that he may update this information if there is anything I have omitted. I have sent you by fax a copy of the last exchange of correspondence I have on my file.

Best wishes
Graham

Info@Schreibers.com
Tel +44 (0)171 433 3434
Fax +44 (0)171 433 3934

**FLADGATE FIELDER**
SOLICITORS

25 North Row • London • W1R 1DJ
Tel: 0171 323 4747 • Fax: 0171 629 4414 • DX 9057 West End

FAX TRANSMISSION

TO	: London Borough of Barnet	YOUR REF	: DEV2.38400.JMP/sb
ATTENTION	: John Penhay	FAX NO	: 0181 359 2680
FROM	: Brian Levy	OUR REF	: BRL\14317\0002\210581v01\JZM
DIRECT DIAL	: 0171 462 2206	E-MAIL	: blevy@fladgate.co.uk
DATE	: 31 January 2000	NO OF PAGES	: 3 (including this page)
SUBJECT	: Section 278 Agreement		

Dear Mr Penhay

Thank you for your fax of the 28th January.

- (1) Agreed.
- (2)(i) This is a problem. My clients should indemnify you against claims in respect of the poles and apparatus, the subject of the licence. They do not wish to indemnify the Council against third party claims generally which may have absolutely nothing to do with the Eruv apparatus.
- (2) I see no problem with your proposals in respect of clause 4.

Yours sincerely

Brian Levy

The contents of this fax are confidential to the recipient named above. If you receive this fax by mistake, please be aware that this confidentiality is to be respected and the information is not to be copied or passed on in any way. We would ask you in such cases to inform us immediately and to return the original fax to us.



Borough Solicitor

The Town Hall, The Burroughs, Hendon,
London NW4 4BG

t: 0181-359 2000 www.barnet.gov.uk Doc. Ex: 59318 Hendon

Mr B. Levy
Messrs Fladgate Fielder
25 North Row
LONDON W1R 1DJ

contact: John Penhey
tel: 0181-359 2510
e-mail: john.penhey@barnet.gov.uk
fax: 0181-359 2680
date: 28 January, 2000
our reference: DEV2.38400.JMP/sb
BRL/14317/0002
your reference: BRL/14317/0002
Genetic Credit Borough Solicitor

in partnership with local people

Dear Mr Levy

RE: THE UNITED SYNAGOGUE ERUV COMMITTEE

I write following my letter of 20th January. I have today received instructions on the following points:-

(1) Clause 3(d)(ii)(b)

I can agree to delete reference to "annoyance". The clause should be reinstated as originally drawn, except that the expression "or annoyance", wherever it appears, will be omitted.

(2) Clause 3(j)

The Chief Finance Officer wishes this clause to be adapted so that it requires:

- (i) Insurance cover which will provide indemnity against Third Party claims generally, rather than just against claims in respect of which the Council is to be indemnified by the Licensee.
- (ii) Insurance in the sum of £10,000,000 any one claim/policy year (the £10,000,000 figure to be reviewable as already provided).

(3) Clause 4

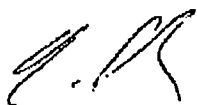
I can agree a 14 day advance notice provision in Clause 4(i) provided that that sub-clause is made subject to an amplified sub-clause (2), so that the latter will prevail. and the Council may do work without notice, in the circumstances already identified and also in any other circumstances where the Council considers that it needs to take steps urgently.

I will let you have suggested re-drafts of the clauses next week.



As to Wildwood Road (my letter of 10th November refers) I wrote to the Superintendent of Hampstead Heath on the 20th December in terms that I did not think that his claim was sustainable. I have received no response.

Yours sincerely



John Penhey
for BOROUGH SOLICITOR

Copy : DAS

From: Black, Edward <EBB@dentonwildesapte.com>
To: 'Palmer, Cllr M' <Cllr.M.Palmer@barnet.gov.uk>
Date: 12 October 2000 17:53
Subject: RE: Eruv

As you know the Eruv Committee is under acute pressure from the community. For that matter I am under great pressure from the rest of the committee.

Since the council officers can't get a response from Mouchel, please ask the relevant council officer to let me have a copy of the relevant correspondence and the name of the person at Mouchel so that our people can get into direct contact and we can finally bring this to a head.

It is now five and a half weeks since your email of September 3 to Stuart Murray and Andrew Pursell which followed on from Transport for London's (Shelagh Best's) letter of 31 August to the Barnet Planning Department. Delay is being piled on delay and you are being fobbed off with excuses.

I would love to be able to broadcast to the community that the pressure you applied to the council officers has enabled us to clear the last logjam but the officers don't seem to be responding to your prodding either. Do we even know for certain that any officer has actually made contact with Mouchel?

I look forward to hearing from you very soon.

Edward Black
 Denton Wilde Sapte
 One Fleet Place London EC4M 7WS UK
 Tel: +44 (0)20 7246 7550
 Fax: +44 (0)20 7246 7777
 E-mail: ebb@dentonwildesapte.com

-----Original Message-----

From: Palmer, Cllr M [<mailto:Cllr.M.Palmer@barnet.gov.uk>]
Sent: 22 September 2000 09:43
To: 'Black, Edward'
Subject: RE: Eruv

been in Bournemouth. Will enquire as soon as possible

Monroe Palmer
 Administration Lead Member for Development & Regeneration

> -----Original Message-----

> **From:** Black, Edward [SMTP:EBB@dentonwildesapte.com]
 > **Sent:** 21 September 2000 19:21
 > **To:** 'Palmer, Cllr M'
 > **Subject:** RE: Eruv

>

> Have you heard anything in relation to the contact with Mouchel?

>

13/10/2000

From: Info <Schreib@btinternet.com>
To: EBB@dentonwildesapte.com <EBB@dentonwildesapte.com>
Cc: David Schreiber <David@Schreibers.com>
Date: 29 September 2000 15:02
Subject: Eruv

Thank you for sending me a copy of your e-mail to David. A comprehensive list of outstanding issues is not very long. The major one is of course the consent to proceed with the alterations we have proposed and the legal agreement which, as you know, is in limbo. It would be helpful if Munroe Palmer could chase the Legal Department since at the speed at which they work it will still take months to conclude the legal agreement and we do not wish to be back in the position where this holds things up.

The only other outstanding issues of which I am aware are the Holders Hill Road and the Highgate golf course matters. As I explained to Peter Sheldon, there is no point in dealing with these matters until we are nearer to a green light from the Council.

Best wishes for a healthy and happy new year
Graham

Info@Schreibers.com
Tel +44 (0)171 433 3434
Fax +44 (0)171 433 3934

29/09/2000

From: Black, Edward <EBB@dentonwildesapte.com>
To: 'David Schreiber' <David@Schreibers.com>
Cc: 'Graham@Schreibers.com' <Graham@Schreibers.com>
Date: 28 September 2000 18:27
Subject: RE: Eruv

I spoke to Munroe Palmer yesterday. He is continuing to chase the council officers who have been pressing Mouchel (the consulting engineers of the highways agency who also do work for Barnet) for a response on the issue of placement on the one pole on the trunk road central reservation to which Mouchel objected.

According to Munroe, the council officers are very annoyed with the delay caused by the failure of Mouchel to respond.

Coming out of a telephone conversation which Graham and I had with Peter Sheldon on Monday, do we have a comprehensive list of the outstanding issues that we know about other than the one referred to above and the failure of Barnet to deal with the highways licence?

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildesapte.com

-----Original Message-----

From: David Schreiber [<mailto:David@Schreibers.com>]
Sent: 28 September 2000 17:04
To: Black, Edward
Subject: Re:

Thanks - what is happening?

David

----- Original Message -----

From: Black, Edward <<mailto:EBB@dentonwildesapte.com>>
To: 'David <<mailto:David@Schreibers.com>> Schreiber'
Sent: 28 September 2000 15:51
Subject: RE:

Bubbles and I reciprocate and hope (and pray) that we will be carrying together with you in the streets of Hendon before very much longer.

Edward Black
Denton Wilde Sapte
One Fleet Place London EC4M 7WS UK
Tel: +44 (0)20 7246 7550
Fax: +44 (0)20 7246 7777
E-mail: ebb@dentonwildesapte.com <<mailto:ebb@dentonwildesapte.com>>

-----Original Message-----

From: David Schreiber [<mailto:David@Schreibers.com>
<<mailto:David@Schreibers.com>>]
Sent: 28 September 2000 14:48
To: Distribution
Subject:

??? ????

Best Wishes
for a Healthy and Fulfilling
New Year
David & Ruth Schreiber

This e-mail is from Denton Wilde Sapte. Our web site is at
<http://www.dentonwildesapte.com> <<http://www.dentonwildesapte.com>> . A list
of our partners may be inspected at our principal place of business, which
is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central
telephone number is +44 (0)20 7242 1212.

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<http://www.dentonwildesapte.com>. A list of our partners may be inspected at our
principal place of business, which is at Five Chancery Lane, Clifford's Inn, London,
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9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr E B Black
32 Hampstead Way
London
NW11 7JL

7 September 2000

Dear Edward

Eruv

Thank you for your letter dated 5 September 2000 with its enclosure. I am pleased to hear that the pole must still be on the central reservation and I trust that this will assist Alan in putting forward an alternative proposal in the very near future. It is of course vital that we keep up the pressure.

Next time you speak to Monroe Palmer I suggest that you ask him to rattle the cage of the legal department since it is important that this should not lag behind and that we should have an agreed draft document ready for use as soon as the permissions are in place.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr A Perrin
 Mr G Murdoch
 Mr B Levy

**32 Hampstead Way
London NW11 7JL**

Office: T: 020 7246 7550; F 020 7246 7777; E: ebb@dentonwildesapte.com

5 September 2000

Graham Morris
United Synagogue Eruv Committee
9 West Heath Road
London NW3 7UX

By Fax: 020 7433 3934

Dear Graham

I spoke with Monroe Palmer after receiving Graham Murdoch's 31 August letter and before receiving his letter of 1 September with the enclosed letter from Shelagh Best. I read the 31 August letter from Graham Murdoch to Monroe Palmer over the phone. He immediately fired off an e-mail to Stewart Murray, a copy of which I enclose.

Helpfully Monroe clearly states to Stewart that "of course" the pole must still be on the central reservation.

I forwarded a copy of Monroe's e-mail to you by e-mail but I understand that you have had a problem with your incoming e-mail and have not received it, hence this letter. When we spoke today we agreed that I would call both Stewart Murray and Shelagh Best. I tried to reach both of them but without success. I will keep trying.

With warm regards



Edward B Black

cc Alan Perrin, 61 Woodlands, London NW11 9QS

By Fax: (020) 7573 7885

Graham Murdoch, Fibbens Fox Associates

By Fax: (020) 8506 1887

Brian Levy, Fladgate Fielder

By Fax: (020) 7629 4414

Eruv

Subject: Eruv**Date: Sun, 3 Sep 2000 11:33:23 +0100****From: "Palmer, Cllr M" <Cllr.M.Palmer@barnet.gov.uk>****To: "Murray, Stewart" <Stewart.Murray@barnet.gov.uk>****CC: "Purssell, Andrew" <Andrew.Purssell@barnet.gov.uk>**

Stewart

Delighted to hear from Eruv Committee that whilst I was away in Canada your efforts with Highways Agency has had effect.

I am told that Sheila Best has had a response from Mouchel that they see no overall problem. There is one caveat as to siting of one pole on a central reservation, which needs to be moved to a more suitable position. I understand that they do not advise on any new position. I assume it is just a site slightly to the left or right but of course must still be on the central reservation. It would be useful if you felt able to talk to Mouchel or get the Eruv Committee to do so. I feel that this matter is now within striking distance of being solved. It is imperative for the Administration that this matter does not become again a party political issue in spring 2002.

If we can get Highways Agency approval then I hope that officers will be able to pursue the matter in the manner you suggested which would be an information paper to Environment PDC to record delegated actions by officers as to approval of minor modifications.

Well done!

Monroe Palmer

Administration Lead Member for Development & Regeneration

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Thank you.

Fax to Graham Morris, USAC 020 7433 3934
& Graham Murdoch, FF&P 020 8506 1887

From Alan Perrin (fax 020 7573 7885)

4/9/00

Dear Graham(s)

Re: Eruv / Highways Agency

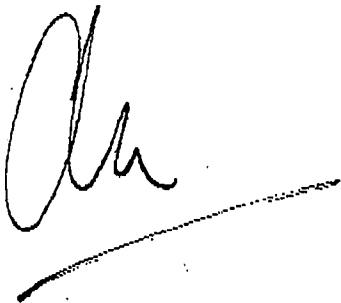
I am in receipt of your letter of 1st September copying me in on Shelagh Best's response.

After **5 months** we are now told that pole 8, on the central reservation of the motorway slip road (non-elevated section) is unacceptable.

I will schedule a meeting with Rabbi Conway and/or Dayan Ehrentreu a.s.a.p. to see what alternative we can devise. Of course. Pole 9, opposite 8, but off the highway will have to move too.

Once we leave the slip road environs we "lose" the perimeter afforded by the elevated section which represents the Eruv boundary.

Kind regards

A handwritten signature in black ink, appearing to be 'Alan Perrin', with a long horizontal line extending from the bottom of the signature.

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

Directors:

Heather Fox BSc Dip TP MRTPI
Graham Murdoch BSc (Hons) MRTPI ARICS
Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Graham Morris Esq
United Synagogue Eruv Committee
9 West Heath Road
London NW3 7UX

Your reference

Our reference GAM/1871/S100/lh

Date 1 September 2000

Dear Graham

ERUV

Further to yesterday's letter I have received the enclosed from Sheila Best. It confirms the pole they have concerns about. Unfortunately it's not offered any alternative location suggestions but it may be helpful if Alan Perrin could advise what the scope for moving this pole is before we go back to the Council or Sheila Best to discuss the matter further. This is obviously important and if Alan could let me know as a matter of urgency I would be grateful so that I can push this forward.

Kind regards,

Yours sincerely,



Graham Murdoch

c.c. Edward Black Esq.
Alan Perrin Esq.
Brian Levy Esq.

FOR THE ATTENTION OF GRAHAM MURDOCH FIBBENS FOX ASSOCIATES

Our ref: 36/1/192
Your ref: CT/ERUV 4



Clive Townsend
Senior Planner
Development and Regeneration
The London Borough of Barnet
Barnet House
1255 High Road
Whetstone
LONDON
N20 0EJ

Shelagh Best
North and West Team
Room 5/13.
ST CHRISTOPHER HOUSE
Southwark Street
London
SE1 0TE

Telephone: 020 7921 4842

General Fax: 020 7921 2297

Direct Line: 020 7941 4842

Dear Mr Townsend

THE BARNET ERUV

Thank you for your letters of 3 May and 12 June. We spoke earlier this week and I am sorry not to have replied before now.

Poles 71, 72 and 73 are outside of the highway boundary and are therefore of no concern to us. There are no safety implications for poles 9 and 87. We are however concerned about pole no 8, which is proposed to be located on the central reservation. We are concerned about possible liability in the event of an accident as well as maintenance issues. It would be preferable if this was relocated to a more suitable location.

Should you need to discuss then please do not hesitate to contact me on the above number.

A copy of this letter has gone to John Koster in Barnet's Highways Office and to Graham Murdoch at Fibbens Fox Associates.

Yours sincerely

SHELAGH E BEST

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

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Graham Murdoch BSc (Hons) MRTPI ARICS
Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Graham Morris Esq
United Synagogue Eruv Committee
9 West Heath Road
London NW3 7UX

Your reference

Our reference GAM/1871/S1000/gj
Date 31st August, 2000

Dear Graham

ERUV

The lengthy conversation that Edward Black and I had with Shelagh Best last week seems to have borne fruit in that she rang me this morning to let me know that she has got a response from Mouchel and she will be writing to Barnet today on that.

Initially that was all she was going to tell me but I pressed her to try and get an indication of what the response was and I understand that there is some concern regarding the pole on the central reservation and a liability issue arising from that. Apparently Mouchel's are suggesting that this should be located to a more suitable position but have not made any suggestion. She indicated that it was not their job to do so and again I pressed her on this point. She has promised to go back to them and try and obtain some sort of idea as to where we should be looking to position the pole and she has promised to copy me in with the letter. I will circulate a copy of it as soon as it is available but if you have any questions in the meantime please do not hesitate to contact me.

Kind regards.

Yours sincerely,



Graham Murdoch

c.c. Edward Black Esq.
Alan Perrin Esq.
Brian Levy Esq.

**32 Hampstead Way
London NW11 7JL**

Graham Morris Esq
United Synagogue Eruv Committee
9 West Heath Road
LONDON
NW3 7UX

VIA FAX NO: 020 7433 3934

24 August 2000

Dear Graham

ERUV

Graham Murdoch and I spoke to Sheila Best yesterday. Although Stuart Murray had been insisting that the reason for the delay was a failure to receive a response from her, her position was that she had not been guilty in any delay as it was not until April 20 that she received any communication from John Koster. That letter from Koster did not contain a complete set of the drawings which were provided by Graham Murdoch to Barnet under cover of his letter of February 22. Mrs Best only received these drawings when they were sent to her by Graham in June.

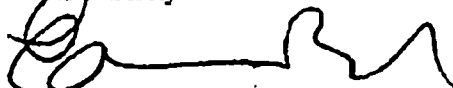
In any event, the drawings were passed on by Sheila Best to Mouchel (Transport for London's Consulting Engineers) on July 25 with instructions for them to inspect the sites for highway and safety issues. Mrs Best undertook to press Mouchel for a response. When she receives that response she will be able to proceed.

Sheila Best also indicated that there were one or two other issues which she needed to focus such as labelling of posts. She has also been contacted by the objectors who are keeping up the pressure but I did not get the impression that there were any particular issues which were of genuine concern.

I also tried to reach Stuart Murray but he is away this week. I shall call him after the bank holiday.

With warm regards.

Yours sincerely



Edward B Black

cc. Graham Murdoch - by fax to 020 8506 1887

Harmsworth House
13-15 Bouverie Street
London EC4Y 8DP

Mr G S Morris
The United Synagogue Eruv Committee
9 West Heath Road
London
NW3 7UX

General Enquiries: 0870 3330123 (Voice)
0870 3330125 (Minicom)

Website: <http://www.charity-commission.gov.uk>

Date: 22 August 2000

Dear Mr Morris

Your organisation is now registered as a charity. Thank you for volunteering to be one of its trustees. Please take time to read the enclosed leaflet. It introduces you to some issues you need to know about and tells you about the support that is available to you.

Together with your fellow trustees, you have overall responsibility for your charity. Before you do anything else, if you have not already done so, I suggest you read your charity's governing document. This will set out your charity's aims and how it runs.

You will bring your own particular skills and experience to the work of the charity. You can also make use of the expertise and know-how of your fellow trustees and, if you have them, of professional staff. They will help you to define and develop the work of the charity, and your and their role in the organisation. They may be able to help with other areas that you need to be familiar with, including finances, management of people and resources and the legal requirements that the charity needs to observe.

You might find it helpful to make an induction plan identifying and prioritising what you need to do to familiarise yourself with your new role.

You do not need to be a financial or legal expert to run your charity, but you will need to consider carefully when to take specialist advice. While risk of personal liability is small, you are more likely to be at risk if your charity suffers a loss because you didn't take specialist advice when you should have done.

Finally, congratulations on becoming a trustee. I wish you every success. The job of charity trustee can be hard work and involve a great deal of time and responsibility. But I am sure that you, like thousands of others, will find it fulfilling and worthwhile.

Yours sincerely



John Stoker
Chief Charity Commissioner



From: Black, Edward <EBB@dentonwildesapte.com>
To: 'graham@schreibers.com' <graham@schreibers.com>
Date: 09 August 2000 16:30
Subject: Munroe Palmer: Penhey

John Penhey's wife died yesterday after a lengthy battle with cancer. His personal circumstances explain the delay to some extent. Graham Creer, his boss, has been asked to take up the licence. I will follow up with Creer. (No luck so far with Sheila Best)

Kind Regards
Edward Black
ebb@dentonwildesapte.com
T:+44 (0)20 7246 7550
F:+44 (0)20 7246 7777

This e-mail is from Denton Wilde Sapte. Our web site is at <http://www.dentonwildesapte.com>. A list of our partners may be inspected at our principal place of business, which is at Five Chancery Lane, Clifford's Inn, London, EC4A 1BU, UK. Our central telephone number is +44 (0)20 7242 1212.

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0230

The Secretary
United Synagogue Eruv Committee
9 West Heath Road
London
NW3 7UX

Our Ref: 1736082320/3
Direct Dial or
Ext No: 020 8273 4432

1 August 2000

Dear Sirs

Please note that, at the close of business on 31 July 2000 the balance on your account was £2,387.28 overdrawn.

Although my records indicate that no formal overdraft facility exists at the present time, I have paid your account to this level.

If you have already made arrangements to clear this position I apologise for troubling you. If however you wish to review your borrowing requirements, or feel that your account may go overdrawn again in the near future, please contact me.

Yours faithfully

N.J. Hillier

Nigel Hillier
BUSINESS BANKER

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Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Graham Morris Esq.
United Synagogue ERUV Committee
9 West Heath Road
London NW3 7UX

Your reference

Our reference

Date

GAM/1871/S1000/MO
21st July 2000

Dear Graham,

ERUV - AMENDMENTS

I have managed to speak to Stuart Murray – Head of Development Control at Barnet Council – on the above matter and I believe that Edward Black may also have spoken to him recently.

Mr. Murray indicated to me that he is now under some pressure from Councillors to move this matter forward but has stressed that he does not wish to do so until he has received clearance from the Highways Agency. I have been speaking to Shelagh Best concerning this. When I last spoke to you she had only just finished sorting out her Department's position in relation to the London Mayor and I am therefore trying to speak to her to see how far matters have now moved.

I will keep you appraised as I get any response and it would be useful if pressure is maintained on Councillors to keep the Officers of the Council moving.

Kind regards

Yours sincerely,



Graham Murdoch

c.c. E. Black Esq.
A. Perrin Esq.
B. Levy Esq.

**32 Hampstead Way
London NW11 7JL**

**Graham Morris Esq
United Synagogue Eruv Committee
9 West Heath Road
LONDON
NW3 7UX**

VIA FAX NO: 020 7433 3934

21 July 2000

Dear Graham

ERUV

I spoke yesterday to Stuart Murray, the Barnet Chief Planner (telephone 8359 4615). He informed me that they still had no response from the Highways Agency. You will recall that Barnet have been pressing the Highways Agency to confirm that there are no public safety/highways issues arising from the amendments and, assuming that there are not, Stuart is confident that the issues can be dealt with as a minor amendment at the planning level in Barnet.

Stuart undertook to "crank up" the pressure on the Highways Agency. I asked him to revert to Graham Murdoch and emphasised that Graham Murdoch was the relevant communication channel. I thanked him for taking the time to speak to me.

I shall be away from Sunday morning, July 23 for two weeks. I will be reachable on my mobile phone for much of the time. My mobile phone number is 07899 064032.

With warm regards.

Yours sincerely



Edward B Black

cc. Graham Murdoch



FLADGATE FIELDER
SOLICITORS

With the compliments of Brian Levy
Partner

25 North Row • London W1R 1DJ • Tel: 020 7323 4747 • Fax: 020 7629 4414 • DX 9057 West End
Direct dial: 020 7462 2206 • E-mail: blevy@fladgate.com • Website: www.fladgate.com

A full list of partners is available for inspection at the above office. Fladgate Fielder is regulated by the Law Society in the conduct of investment business.

J Penhey Esq
Borough Solicitor
London Borough of Barnet
DX 59318 HENDON

BRL\14317\0002
DEV2.38400.JMP/sb
020 7462 2206
blevy@fladgate.com

7 July 2000

Dear Mr Penhey

The United Synagogue Eruv Committee

I know my Clients still have planning problems which they have to sort out in one or two specific positions. Nevertheless if you and I could sort out everything else which we had to do on the documentation beforehand, that would oblige me and I can then program simply putting in the appropriate applications or approvals when they arrive.

Yours sincerely

Brian Levy
Partner

*32 Hampstead Way
London NW11 7JL*

Graham Morris
9 West Heath Road
London NW3 7UX

4 July 2000

Dear Graham

UNITED SYNAGOGUE ERUV COMMITTEE

I enclose a letter dated July 3, 2000 from Richard Stanton at Fladgate Fielder, enclosing a note of that firm's charges. I do not know whether you ever discussed the question of billing with him but I have certainly not had any discussions with regard to fees with either Richard Stanton or Brian Levy.

Can I leave this with you?

With my very best regards,

Yours sincerely

A handwritten signature in black ink, appearing to be 'Edward B Black', with a long horizontal stroke extending to the right.

Edward B Black

Enc



FLADGATE FIELDER
SOLICITORS

— **Strictly Private & Confidential**

Edward Black, Esq
Denton Hall
5 Chancery Lane
Clifford's Inn
London EC4V 1BU

Our ref

RHS\14317\0003

Your ref

020 7462 2302

Direct dial

rstanton@fladgate.com

E-mail

Date

3 July 2000

Dear Edward.

United Synagogue Eruv Committee

I enclose a note of the firm's charges for approval and kind attention in due course.

Yours sincerely

Richard Stanton
Partner

261654v01\JBW



FLADGATE FIELDER
SOLICITORS

The United Synagogue Eruv Committee
c/o Edward Black
Denton Hall
5 Chancery Lane
Clifford's Inn
London EC4V 1BU

Invoice no

1008695

Our ref

RHS\14317\0003\290854v01\JBW

Your ref

Direct dial

020 7462 2302

Email

rstanton@fladgate.com

Date

28 June 2000

INVOICE

PROFESSIONAL CHARGES	FEES	VAT%	VAT
United Synagogue Eruv Committee			
In connection with the formation of the United Synagogue Eruv Committee as a charity including entry on the Central Register of Charities with the Charity Commission	2,500.00	17.5	437.50
Disbursements with VAT			
Stanley Davis – Company Search	14.00	17.5	2.45
Disbursements without VAT			
Certificate of Incorporation	20.00	0	
Swearing Fee	10.00	0	
Office services			
Postage, telephones, faxes and incidentals	116.00	17.5	20.30
<i>Revised</i>			
	2,660.00		460.25
Sub total			£3,120.25
Less received on account			
TOTAL FEES & VAT NOW PAYABLE			£3,120.25

VAT Registration GB\333253974

paid 7/7/00

THE SOLICITORS' (NON CONTENTIOUS) REMUNERATION ORDER 1994

1 THIS NOTICE SHOULD BE READ AS FORMAL WRITTEN NOTICE UNDER THE SOLICITORS' REMUNERATION ORDER 1994 AND SECTIONS 70,71 AND 72 OF THE SOLICITORS' ACT 1974 (SUMMARISING THE POSITION RELATING TO SOLICITORS' REMUNERATION AND CLIENTS' RIGHTS).

2 WE HAVE THE RIGHT TO CHARGE INTEREST ON THE AMOUNT OF THIS BILL (INCLUDING DISBURSEMENTS) ONE MONTH AFTER THE DATE THE BILL WITH THIS NOTICE IS DELIVERED TO YOU. THE INTEREST RATE IS NOT TO EXCEED THE RATE FOR THE TIME BEING PAYABLE ON JUDGEMENT DEBTS.

3 YOU HAVE THE RIGHT TO HAVE THE BILL TAXED BY THE HIGH COURT. IN THIS SENSE "TAXED" MEANS ASSESSED AND THE CORRECT FIGURE CERTIFIED. THIS IS A FORMAL PROCEDURE AND YOU WILL BE LIABLE FOR THE COSTS OF TAXATION UNLESS MORE THAN ONE FIFTH (OR ANY OTHER PROPORTION LAID DOWN AT THE TIME) IS TAXED OFF THE BILL. SUCH AN APPLICATION SHOULD BE MADE WITHIN ONE MONTH OF THE DAY THE BILL IS DELIVERED, FAILING WHICH THE COURT MAY IMPOSE TERMS ON TAXATION.

4 WITH NON CONTENTIOUS COSTS WHERE THE FEE IS LESS THAN £50,000 EXCLUDING DISBURSEMENTS AND VAT YOU ALSO HAVE THE RIGHT TO REQUIRE US TO OBTAIN A REMUNERATION CERTIFICATE FROM THE LAW SOCIETY AS TO WHETHER THE AMOUNT CHARGED IS FAIR AND REASONABLE. THIS RIGHT CAN ONLY BE EXERCISED WITHIN ONE MONTH OF THE DELIVERY OF THIS BILL WITH THIS NOTICE. ON REQUIRING US TO OBTAIN A REMUNERATION CERTIFICATE YOU MUST PAY HALF OF THE FEE PLUS ALL PAID DISBURSEMENTS AND VAT OR OBTAIN A WAIVER OF THIS REQUIREMENT FROM THE LAW SOCIETY.

FLADGATE FIELDER IS REGULATED BY THE LAW SOCIETY IN THE CONDUCT OF INVESTMENT BUSINESS



FLADGATE FIELDER
SOLICITORS

Graham Morris
9 West Heath Road
London
NW3 7UX

Our ref RHS\14317\0003
Your ref
Direct dial 020 7462 2302
E-mail rstanton@fladgate.com
Date 22 June 2000

Dear Mr Morris

United Synagogue Eruv Committee

I have written to Mr Black today, a copy of which is enclosed for your information.

Yours sincerely

Richard Stanton
Fladgate Fielder

288238v01\JBW

Strictly Private & Confidential

RHS\14317\0003

Edward Black Esq
Denton Hall
5 Chancery Lane
Clifford's Inn
LONDON. EC4V 1BU.

020 7462 2302
rstanton@fladgate.com

22 June 2000

Dear Mr Black

United Synagogue Eruv Committee

I enclose a copy of the letter I have received from the Charity Commission dated 16th June, and I understand you have also received a copy together with the leaflet and printout mentioned.

Although it is not apparent from the Charity Commission's letter, the registered number of the Charity is 1081160.

I am sending a copy of this letter to Mr Morris.

Yours sincerely

Richard Stanton
Partner

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr R Stanton
Fladgate Fielder
25 North Row
London
W1R 1DJ

22 June 2000

Dear Mr Stanton

United Synagogue Eruv Committee

I do not know whether you have heard direct from the Charity Commission but, if not, you will no doubt be delighted to hear that I today received from the Commission a letter of which I enclose a copy. Needless to say, we are all very grateful for your invaluable assistance in dealing with the initial objections and bringing this matter to a satisfactory conclusion.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr E B Black
 Mr L B Begner
 Mr D A Schreiber

Edward –

you will no doubt see Ms Collard has now
become Mrs Collard-Trembl!

Graham

22 June 2000

9, West Heath Road
London NW3 7UX
Tel (0171) 433 3434
Fax (0171) 433 3934

with the compliments of
Graham Morris

Harmsworth House
13-15 Bouverie Street
London EC4Y 8DP

Direct Line: 0171 674 2432
Fax: 0171 674 2302
General Enquiries: 0870 333 0123

Website: <http://www.charity-commission.gov.uk>

Your Ref: JBC\143\0003
Our Ref: YCT 1081160

Date: 16 June 2000

Mr G S Morris
9 West Heath Road
London
NW3 7UX

Dear Mr Morris

The United Synagogue Eruv Committee

I am writing to confirm that the charity named above has been entered in the Central Register of Charities with effect from the date of this letter.

Enclosed is a leaflet outlining the new accounting framework for charities which trustees should read carefully so that they are fully aware of and understand their duties and responsibilities.

Also enclosed is a print-out showing this charity's entry in the computerised Central Register. Please let me know if there are any inaccuracies in your entry. Charity trustees have a legal obligation, under section 3(7) of the Charities Act 1993, to keep us informed of any changes to this register entry or to their charity's trusts, and supply us with details of the changes. It is important for both donors and beneficiaries of charities that the details in the Central Register are kept up to date. To ensure that this is done on a regular basis, we will be writing to all registered charities each year, asking trustees to confirm or update their charity's registered details.

Please note that the Central Register of Charities is open to the public and the details in the print-out, other than the bank details, will be open to public inspection as will the charity's governing document, any documents effecting changes to the governing document and copies of its accounts (if available).

Finally, I would draw your attention to the fact that the entering of a charity name on the register does not give the charity which uses it any legal rights to that name. Also, whilst we will give advice about charity names which appear to be acceptable, we cannot guarantee that a name will continue to be suitable. We can direct a charity to change its name if it is the same as or similar to that of another charity or if the name is misleading or offensive.

We will not be responsible for any costs involved, incurred directly or indirectly by a charity where we have directed a change in the charity's name.

Please do not hesitate to contact us if you need any further advice or assistance.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Yudit Collard Tremblé', written in a cursive style.

Yudit Collard Tremblé (Mrs)

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

Directors:

Heather Fox BSc Dip TP MRTPI
Graham Murdoch BSc (Hons) MRTPI ARICS
Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Graham Morris Esq.
United Synagogue ERUV Committee
9 West Heath Road
London NW3 7UX

Your reference

Our reference

Date

GAM/1871/S1000/pc
15th June 2000

Dear Graham,

ERUV

I am writing to set out details of two telephone conversations I had yesterday with Shelagh Best and Clive Townsend in respect of the above matter.

I contacted Miss Best to check that she had received the drawings that I sent through. She confirmed she had and that she will be instructing one of the Highways Agency's engineering consultants to make an inspection of the site next week. She had also spoken to Clive Townsend and informed him that there was little purpose in only sending her one of the changed locations.

I then spoke to Clive Townsend to see whether the council had made any progress in terms of deciding how they were going to deal with the matter. As far as he was aware no decision has been made and from our discussion I believe it is out of his hands. He suggested that I might be better off speaking to the Head of Development Control, Stuart Murray.

He also referred to a letter he had sent on 1st June (copy attached) which I had not received and he promised to fax me a further copy. We discussed the position of the revised drawings and agreed that as a general rule these are matters that are not in the public arena since they are merely requests from the applicant to the council to allow minor changes for the scheme. In this particular case it seems to me that it may well help us if we agree to the council's request because it would firstly overcome any reservations the council might have in dealing with the matter in what might appear to be a secret fashion and second might remove any opportunity for third parties to challenge any decision the council might make subsequently on the grounds that they did not have the opportunity to view the drawings. I did not discuss these points with Mr. Townsend.

I will endeavour to speak to Mr. Murray to see what is happening but I think anything that can be done from your end in terms of Councillors would be helpful.

Kind regards.

Yours sincerely,

A handwritten signature in cursive script, appearing to read 'Graham'.

Graham Murdoch

c.c. A. Perrin Esq.
E. Black Esq.
B. Levy Esq.

Copy



Head of Development and Regeneration
Barnet House, 1255 High Road, Whetstone
London N20 0EJ
t: (020) 8359 2000 www.barnet.gov.uk Doc. Ex: 69318 Hendon

Graham Murdoch
Fibbens Fox Associates
31 The Broadway
Woodford Green
Essex IG8 0HQ

contact: Clive Townsend
tel: 020-8359-4981
e-mail:
fax: 020-8359-4616
date: 1 June 2000
our reference: CT / ERUV
your reference: GAM/1871/AP5/NF

in partnership with local people

Dear Mr Murdoch

**TOWN AND COUNTRY PLANNING ACT 1990
PROPOSED ERUV**

With reference to the revised proposals for the Eruv I have been instructed to ask you for your permission to make your correspondence and plans available at this stage for inspection by interested members of the public. Your earliest response would be appreciated.

Your request for the alterations to be treated as minor amendments to the approved plans is still under consideration.

Yours sincerely

Clive Townsend
Senior Planner
For Head of Development and Regeneration



To: DT@centralnotion.com <DT@centralnotion.com>
Date: 13 June 2000 10:45
Subject: articles

Thanks for the articles. You are correct; I am in this business! I am just off to Israel on a business trip but I have taken the articles with me to read on the plane. Best wishes to Ina. Ruthie sends her best wishes to you both.

Graham

Info@Schreibers.com
Tel +44 (0)171 433 3434
Fax +44 (0)171 433 3934

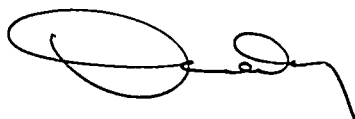
From the Desk Of
DAVID TROPPER
DT@CENTRALNOTION.COM

JUNE 5, 2000

DEAR GRAHAM,

IN THAT YOU SEEM TO BE IN THIS BUSINESS, I THOUGHT THAT YOU MIGHT
BENEFIT FROM FRIDAY'S NY TIMES COVERAGE OF AN INDUSTRY EVENT.

TRUST THAT ALL IS WELL, BEST REGARDS TO RUTHIE,

A handwritten signature in black ink, appearing to be 'David Tropper', with a large loop at the start and a trailing line.

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 0181-505 8138 (4 lines) Fax: 0181 506 1887

Directors:

Heather Fox BSc Dip TP MRTPI

Graham Murdoch BSc (Hons) MRTPI ARICS

Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA

John Edwards FRICS

Graham Morris Esq

United Synagogue Eruv Committee

9 West Heath Road

London NW3 7UX

With Compliments

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

Directors:

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Graham Murdoch BSc (Hons) MRTPI ARICS
Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Shelagh Best
Highways Agency
5/13 St. Christopher House
Southwark Street
London SE1 0TE

Your reference
Our reference
Date

LRO35/N5090/8/6
GAM/1815/AP5/pc
5th June 2000

Dear Ms Best,

ERUV

Further to our telephone conversation earlier today, I enclose as requested a copy of the package of revised proposals that was submitted to Barnet Council in February. I felt it was simplest to send you a copy of my covering letter to Mr. Townsend dated 22nd February together with the various drawings that encompass the revised proposals. The alterations, which you will see have resulted in reductions in the number of poles, are explained in the covering letter. If you have any questions please do not hesitate to contact me and if need be I will ask our client's technical advisor, Alan Perrin, to explain matters to you.

Kind regards.

Yours sincerely,



Graham Murdoch

c.c. ~~G. Morris Esq.~~
A. Perrin Esq.
E. Black Esq.

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr G Murdoch
Fibbens Fox Associates
31 The Broadway
Woodford Green
IG8 0HQ

23 May 2000

Dear Graham

Eruv

Thank you for your letter dated 15 May 2000. I am sorry that you have still not heard from Mr Townsend with regard to the changes and whether the matter can proceed without a further planning application. I appreciate that he has sent the drawings and details to Shelagh Best but this presumably does not affect the decision with regard to planning. Edward Black will be pursuing the matter with one of the local councillors but please continue to press Mr Townsend for a decision.

I also see no harm in your speaking to Shelagh Best with a view to seeing if she is now ready to proceed.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr E Black
 Mr B Levy
 Mr A Perrin

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

Directors:

Heather Fox BSc Dip TP MRTPI
Graham Murdoch BSc (Hons) MRTPI ARICS
Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Graham Morris Esq
United Synagogue ERUV Committee
9 West Heath Road
London NW3 7UX

Your reference

Our reference

Date

GAM/1871/S1000/NF
15th May 2000

Dear Graham

ERUV

Further to my letter of 20th April I have contacted Mr Townsend again and have been informed that he has now sent the drawings and details to Shelagh Best at the Highways Agency. He said that this was only a week or so ago and he has not received any response from her yet.

I would be happy to politely contact her to see whether she has all the information she needs and whether she has any problems with any of the matters. Please let me know if you would like me to do so.

Kind regards

Yours sincerely



Graham Murdoch

cc: E. Black Esq
B. Levy Esq
A. Perrin Esq

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr E B Black
32 Hampstead Way
London
NW11 7JL

23 May 2000

Dear Edward

Eruv

As agreed I enclose a copy of the letter dated 11 May 2000 from Jonathan Cantor together with copies of the enclosures and the original consent to short notice for signature by you where indicated. Please then forward it to Laurence Begner to whom I have sent a copy of this letter together with copies of the enclosures. Please ask Laurence to return the consent to short notice direct to Jonathan Cantor at Fladgate Fielder.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr L B Begner

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr J Cantor
Fladgate Fielder
25 North Row
London
W1R 1DJ

23 May 2000

Dear Jonathan

United Synagogue Eruv Committee

Thank you for your letter dated 11 May 2000 with its enclosures which arrived whilst I was abroad. The meetings were held today and I now return all the enclosures with the exception of the consent to short notice which will follow shortly and the form of proxy which I have ignored. Please proceed with this matter and send a copy of the documents to the Charity Commission as soon as possible so that our registration as a charity may be completed.

With thanks and all good wishes

Yours sincerely

Graham Morris



FLADGATE FIELDER
SOLICITORS

Mr G Morris
9 West Heath Road
London
NW3 7UX

Our ref JBC\14317\0003
Your ref
Direct dial 020 7462 2356
E-mail jcantor@fladgate.com
Date 11 May 2000

Dear Graham

United Synagogue Eruv Committee

I have been asked by Richard Stanton to deal with the amendment to the memorandum of association recommended by the Charity Commission.

I enclose the following documents to put this into effect which need signatures of various people as set out:

1. the minutes of the meeting of directors approving the convening of extraordinary general meeting – to be signed by the person who chairs the meeting. –
2. notice of extraordinary general meeting – to be signed by Lionel Field.
3. consent to short notice - to be signed by you, Edward and Laurence.
4. form of proxy – this is a formality and on the basis that you, Edward and Laurence will be attend the board meeting and subsequent extraordinary general meeting, it does not need to be signed.
5. minutes of extraordinary general meeting – to be signed by you.
6. Notice of resolution to be sent to the registrar of companies – to be signed by you.

JBC\14317\0003\265927v01\PK

25 North Row • London W1R 1DJ • Tel: 020 7323 4747 • Fax: 020 7629 4414 • DX 9057 West End

A full list of partners is available for inspection at the above office. Fladgate Fielder is regulated by the Law Society in the conduct of investment business.

11 May 2000

In all cases please can you insert the date and time that the board meeting and general meeting takes place. When the meetings have taken place, the resolution passed and the documentation is signed, please return it to me. I will then lodge a revised print of the articles and the resolution with companies house and send a copy to the Charity Commission.

Yours sincerely

Jonathan Cantor
Fladgate Fielder

c.c. Richard Stanton

JB\14317\0003\265927v01\PK

THE UNITED SYNAGOGUE ERUV COMMITTEE
(company number 3749885)

We, the members of the company, are holders of not less than 95% of the total voting rights of the company. We consent to an extraordinary general meeting being held on May 2000, although it is called at shorter notice than specified in the Companies Act 1985 and the articles of association of the company. We consent to the special resolution being proposed and passed inspite of the short notice.

 GM

LB
x x

EB
x x

THE UNITED SYNAGOGUE ERUV COMMITTEE

(company number 3749885)

Minutes of a meeting of the board of directors

Held at: *X* 9 WEST HEATH ROAD *X*
LONDON NW3 7UX

On: 23 May 2000

At: *X* 10 A.M. *X*

Present: Edward Black
Graham Morris
Laurence Begner

1. Quorum

- 1.1 The chairman noted that the meeting had been duly convened and that a quorum was present.

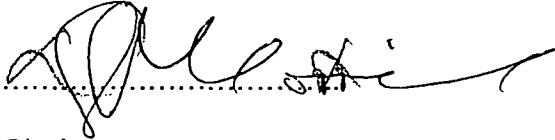
2. Amendment to Memorandum of Association

- 2.1 The chairman reported that confirmation had been received from the Charity Commission that the company had been in principle accepted for charity registration. It was reported that the opinion of a Charity Commission was that the educational activities currently set out in the memorandum of association were not educational in a charitable sense and should be removed.
- 2.2 It was proposed that the memorandum of association be altered and this required a special resolution of the company.
- 2.3 The chairman circulated the notice of extraordinary general meeting of the company which set out a special resolution to amend the memorandum of association of the company. Attached to the notice was a consent to short notice and form of proxy.
- 2.4 The board decided to call an extraordinary meeting and approve the notice, the consent to short notice and form of proxy and their despatch.
- 2.5 The meeting adjourned pending the extraordinary general meeting.
- 2.6 The board re-convened and recorded that the special resolutions and amending the memorandum of association the company had been passed.

- 2.7 The secretary was instructed to file the copy of the special resolution and the new memorandum of association with the registrar of companies.

3. Other business

- 3.1 There being no further business, the meeting ended.

A handwritten signature in black ink, appearing to be 'A. L. Smith', written over a horizontal dotted line.

Chairman

THE UNITED SYNAGOGUE ERUV COMMITTEE
(company number 3749885)
Notice of extraordinary general meeting

Notice is given that an extraordinary general meeting of the company will be held at 9 West Heath Road, London, NW3 7UX on ^{10:15}23 May 2000 at ^{10:15}am to pass the following:

Special resolution

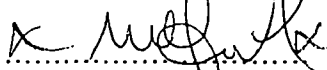
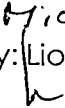
1. That the memorandum of association of the company is altered by deleting article 3 and substituting the following new article 3:

"3. The charity's objects ("Objects") are to advance the Orthodox Jewish faith, in particular by promoting Sabbath observance amongst adherents of that faith, by:

3.1 the establishment and maintenance of an Eruv; and

3.2 promotion of Orthodox Jewish teaching concerning observance of the Sabbath."

By order of the Board


.....
Michael
Secretary: Lionel Field


Registered Office: 9 West Heath Road, London NW3 7UX

23 May 2000

A member entitled to vote and attend that the above meeting has the right to appoint a proxy and attend and vote in his place. The proxy need not be a member of the company

THE UNITED SYNAGOGUE ERUV COMMITTEE
(company number 3749885)

Minutes of an extraordinary general meeting

Held at: 9 West Heath Road, London NW3 7UX

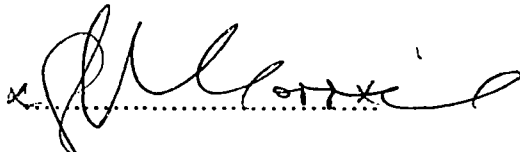
On: ~~22~~ 23 2000

At: 10.15 am

Present:

1. Quorum

- 1.1 The chairman stated a quorum was present and a further meeting opened.
- 1.2 The chairman announced that all members of the company had consented to the holding of the meeting at short notice.
- 1.3 With consent of all the members present, the notice convening the meeting was taken as read.
- 1.4 The chairman proposed the resolution set out in the notice of the special resolution and the resolution was passed unanimously.
- 1.5 There being no further business the meeting ended.



Chairman

The Companies Act 1985-1989
A company limited by guarantee and
not having a share capital special resolution of the
United Synagogue Eruv Committee
(company number 3749885)

An extraordinary general meeting of the company held on ~~22~~^{XX} May 2000 the following resolution was passed:

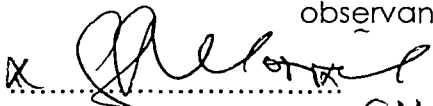
Special resolution

That the memorandum of association of the company is altered by deleting article 3 and substituting the following new article 3:

"3. The charity's objects ("Objects") are to advance the Orthodox Jewish faith, in particular by promoting Sabbath observance amongst adherents of that faith, by:

3.1 the establishment and maintenance of an Eruv; and

3.2 promotion of Orthodox Jewish teaching concerning observance of the Sabbath."


.....
GM

Director



FLADGATE FIELDER
SOLICITORS

Graham Morris, Esq
9 West Heath Road
London
NW3 7UX

Our ref RHS\14317\0003
Your ref
Direct dial 020 7462 2302
E-mail rstanton@fladgate.com
Date 10 May 2000

Dear Mr. Morris,

United Synagogue Eruv Committee

Thank you for your letter of 5th May.

I enclose a copy of my letter to Ms. Berkowitz and I am also sending a copy to Mr. Black in the usual way.

Yours sincerely

Richard Stanton
Partner

261661v01\JBW

Ms. Ameena Berkowitz
Charity Commission
Harmsworth House
13-15 Bouverie Street
London
EC4Y 8DP

RHS\14317\0003

020 7462 2302
rstanton@fladgate.com

10 May 2000

Dear Ms. Berkowitz,

The United Synagogue Eruv Committee

Thank you for your letter of 27th April. In particular my clients have requested that I should thank you for your very positive contribution and assistance and for dealing with the matter so promptly.

The form of wording you have proposed is acceptable to my clients and we will be including the words you have suggested in square brackets as this describes more precisely what the USEC does.

We will now take steps to amend the Memorandum of Association and forward the amended document and Minutes as soon as this has been done.

Yours sincerely

Richard Stanton
Partner



CITROEN WELLS
CHARTERED ACCOUNTANTS

Devonshire House, 1 Devonshire Street, London W1N 2DR
Tel: +44 (0) 171-304 2000, Fax: +44 (0) 171-304 2020
E-mail: cw@citroenwells.co.uk

Our Ref: HGK/SJD

G S Morris Esq
Schreiber Holdings Limited
9 West Heath Road
London
NW3 7UX

8 May 2000

Dear Graham

UNITED SYNAGOGUE ERUV COMMITTEE

Thank you for your letter dated 4 May 2000.

I am pleased to accept the appointment as auditors/accountants, and I have noted on my file that the year end will be 31 March 2000.

Once we know that the company has charitable status, we should then prepare a simple non-trading set of accounts for the first period, to 31 March 2000.

All best wishes.

Yours sincerely

Howard Kramer

copy EB
LB

M:\hgk\HKOFFICE\080500UNITED.doc

Partners: Gordon Smith FCA (*Senior*), Raymond Pollock FCA (*Managing*), Howard Kramer FCA, Jonathan Prevezer FCA, Henry Charles FCA, David Rodney FCA, Mark Bailey ACA, Peter Rambaut FCA, James Tarper FCA, Eddie Lanham FCCA, Jimmy Mehta FCCA, David Kidd FCA, David Marks ACA, Stephen Simou ACA, Walter Lian FCCA.
Consultant: Eric Charles FCA

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr R Stanton
Fladgate Fielder
25 North Row
London
W1R 1DJ

5 May 2000

Dear Mr Stanton

United Synagogue Eruv Committee

Thank you for your letter dated 3 May 2000 with its enclosures. I have no objection whatsoever to the wording proposed by the Charity Commission. Indeed, their wording encapsulates exactly what we wish to achieve and I think that the words in square brackets should be added since they do indeed describe more precisely what the USEC does. I think we should thank Ms Ameena Berkowitz for her very positive contribution and assistance and, since we wish to activate the Charity without delay, please proceed with the necessary arrangements for the Memorandum and Articles of Association to be amended by special resolution as indicated. If you require any further information, please do not hesitate to let me know.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr E Black
 Mr L Begner



FLADGATE FIELDER
SOLICITORS

Graham Morris, Esq
9 West Heath Road
London
NW3 7UX

Our ref RHS\14317\0003
Your ref
Direct dial 020 7462 2302
E-mail rstanton@fladgate.com
Date 3 May 2000

Dear Mr. Morris,

United Synagogue Eruv Committee

Thank you for your letter of 2nd May. I enclose a copy of the letter that I have sent to Edward Black and await your comments.

Yours sincerely

Richard Stanton
Partner

261661v01\JBW

Strictly Private & Confidential

RHS\14317\0003

Edward Black, Esq
Denton Hall
5 Chancery Lane
Clifford's Inn
London EC4V 1BU

020 7462 2302
rstanton@fladgate.com

3 May 2000

Dear Mr. Black,

United Synagogue Eruv Committee

Thank you for your letter of 2nd May.

I enclose the definitive version of the Charity Commission's letter to us of 27th April which I did not receive until yesterday.

As you will see, the wording of the letter to me is somewhat different and it looks as though the faxed version you received via the Press was written separately and addressed to a party who had objected to the registration.

As you will see we are being asked to amend the wording of the objects clause, at the same time removing the educational aspect.

If you are content with their suggested amendment we can deal with the necessary Special Resolution etc.

I am sending a copy of this to Graham Morris.

Yours sincerely

Richard Stanton
Partner

261654v01\JBW

Harmsworth House
13-15 Bouverie Street
London EC4Y 8DP

Direct Line: 020 7674 2442
Fax: 020 7674 2302
General Enquiries: 0870 3330123 (Voice)
0870 3330125 (Minicom)

Website: <http://www.charity-commission.gov.uk>

Your Ref: RHS\14317\0003
Our Ref: AB-3961868/142493-RCS(Ldn)

Date: 27 April 2000

Mr Richard Stanton
Fladgate Fielder Solicitors
25 North Row
London
W1R 1DJ

Dear Mr Stanton

The United Synagogue Eruv Committee (USEC)

I am writing to you on behalf of my colleague Miss Yudit Collard who is temporarily away from the office. However she is still the officer responsible for this case and all correspondence should continue to be addressed to her.

We have now had a response from our Legal Division regarding the charitable status of the USEC. It is their opinion that the activities of USEC further the charitable object of advancement of religion and we are satisfied that it is established for public benefit. **USEC is therefore, in principle, acceptable for charity registration.**

However, it is their opinion that the educational activities described are not educational in a charitable sense, but are directed toward the advancement of religion. This object should be removed from the Memorandum of Association.

This is because the activities described appear to be providing information about and raising awareness of Sabbath observance and the role and purpose of the eruv. The provision of information in itself is not a charitable purpose, but may be acceptable in furtherance of some other charitable purpose. It appears that the purpose of the awareness raising activity is in fact to promote the Jewish religion: it is a means of "promoting the faith, of spreading the message ever wider and of taking some positive steps to sustain and increase religious belief" which is a definition, in case law, of advancement of religion.

As they currently stand the objects are not written in a charitable form. We would suggest that they be changed to the following (the words in square brackets are not essential but we feel they describe more precisely what the USEC does):

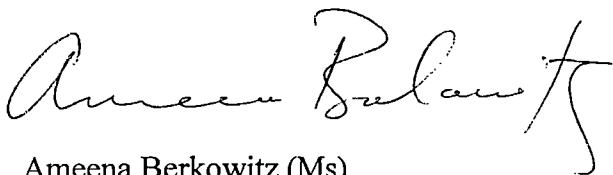
"to advance the Orthodox Jewish faith [in particular by promoting Sabbath observance amongst adherents of that faith] by:

- i) the establishment and maintenance of an eruv; and*
- ii) the promotion of Orthodox Jewish teaching concerning observance of the Sabbath"*

We would welcome your comments on this form of words. If they are acceptable to you please arrange for the Memorandum of Association to be amended by special resolution and forward the amended document and minutes as evidence that this has been done. We will then be able to proceed with registration.

We look forward to your response.

Yours sincerely

A handwritten signature in cursive script, appearing to read "Ameena Berkowitz". The signature is fluid and extends to the right with a long, sweeping tail.

Ameena Berkowitz (Ms)

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr H Kramer
Citroen Wells
Devonshire House
1 Devonshire Street
London W1N 2DR

4 May 2000

Dear Howard

United Synagogue Eruv Committee (a company limited by guarantee)

This is another one of my charities with regard to which I shall need your assistance. I attach a copy of the Certificate of Incorporation from which you will see that the Company was formed in April 1999 although it has not yet commenced business. I also enclose a copy of the first annual return which has recently been filed. As you will see, I am a director and Michael Field is the secretary.

As you will no doubt realise from the name, the main object of the Company will be to erect and maintain the proposed Eruv in the London Borough of Barnet. Application has been made for charitable status and, although we have not yet received official confirmation, we believe that it will be forthcoming very shortly. When charitable status has been confirmed, we shall be opening a bank account for the Company and transferring to it a sum of approximately £37,000 which is at present in a deposit account in the name of an unincorporated United Synagogue Eruv Committee.

The reason for writing to you at this stage is that we have received the enclosed notice to deliver the company tax return and shall be grateful if you will deal with this on behalf of this Company and in due course act as auditors. No doubt we shall also need to agree the official year of the Company and perhaps a year end at 31 March would be appropriate.

With all good wishes

Yours sincerely

Graham Morris

copy EB
 LB

9 West Heath Road London NW3 7UX
tel: 020 7433 3434 fax: 020 7433 3934

Mr R Stanton
Fladgate Fielder
25 North Row
London
W1R 1DJ

2 May 2000

Dear Mr Stanton

United Synagogue Eruv Committee

As you may have heard, Edward Black received a telephone call from the Ham & High this morning asking him to comment on the grant of charitable status by the Charity Commission. He told them that he was delighted but surprised that he had heard from them rather than from the Charity Commission. The Ham & High faxed to Edward the attached copy of the letter received from the Charity Commission presumably by one of the Eruv opponents although, as you will see, the details of the addressee have been blanked out. I, too, am delighted but look forward to receiving a copy of the official letter!

With all good wishes

Yours sincerely

Graham Morris

HAMPTSTEAD & HIGHGATE EXPRESS

Ham&High

100A Avenue Road, Hampstead, London NW3 3HF

Tel: Editorial/Advertising: 0207 433 0000; Classified: 0207 433 3888

Fax: Editorial: 0207 483 3566; Advertising: 0207 483 3404

FROM: EDWARD BLACK

TO: ~~FROM~~: AMANDA RIMMER
GRAHAM MORRIS

HOPE THIS HELPS YOU

Fax 020 7433.3834

Phone 020 7433.3434

DAYAN BERGER.

1) WHAT IS THE CONCEPTUAL / HALAKHIC DIFFERENCE BETWEEN A STREET ERUV + A LARGE URBAN ERUV?

2) WHAT ARE THE PRACTICAL DIFFERENCES? ^{-size}
^{-TIME}
^{-nature of medication}
^{-schizoid}

3) ARE THEIR HISTORICAL OR CURRENT DIFFERENCES BETWEEN Sephardic + Ashkenazi poskim / communities vis a vis the eruv?

4) WHAT IS THE HALAKHIC STATUS OF THE ERUV AS A MATERIAL ENTITY (ESP. CONSIDERING TASHMISHEI MITZVAH + TASHMISHEI KEDUSHA) SUCCA, TEFILIN

Rishut Ha Rabim / Yachid

5) There seems to be some disagreement over the nature of Rishut Ha Rabim. Which opinions allow it to go forward in large urban areas.

b) Is the space inside the mechitza one Rishut Ha Yachid?

6) Is the change in city size reflected in the discussions of eruvin? loss of walls, spread of population...

7) How are cemeteries, parks, golf-courses and the like, dealt with in halakha, given that the Rabbis of the Talmud didn't have them?

Charity

COMMISSION

for England and Wales

Harmsworth House
13-15 Abchurch Lane
London EC4A 3DF

Direct Line: 020 7674 2442

Fax: 020 7674 2302

General Enquiries: 0870 3330123 (Voice)
0870 3330123 (Minicom)Website: <http://www.charity-commission.gov.uk>

Our Ref: AB-3961868/142493-RCS(I.Jn)

Date: 27 April 2000

The United Synagogue Eruv Committee (USEC)

I am writing to you on behalf of my colleague Miss Yudit Colford who is temporarily away from the office. However she is still the officer responsible for this case and any correspondence should continue to be addressed to her.

I can now inform you that we have made a decision on the charitable status of the United Synagogue Eruv Committee.

It is our opinion that the USEC meets the criteria for charity registration. That is:

1. The organisation is established for a charitable purpose and its activities support that purpose.
2. The organisation is established for the benefit of the public, in a charitable sense.
3. The organisation meets the minimum financial requirements.

I should point out to you that the Commission is responsible for maintaining a register of charities, and we must enter upon it those organisations which are charities. Registration does not turn something into a charity, it simply recognises what is already a fact. We are now satisfied that USEC is charitable and should be entered on the register in due course.

Our decision is based on the following:

1. USEC is established for a charitable purpose and its activities support that purpose

Based on the information provided, it is our opinion that the activities of the USEC, that is:

- (i) establishing and maintaining an eruv; and
- (ii) educating and informing adults and children about Sabbath observance and the significance of the eruv.

further the charitable object of advancement of the Jewish religion.

According to case law promotion or advancing religion (in a charitable sense) means "the promotion of spiritual teaching in a wide sense, and the maintenance of the doctrines on which it rests and the observances that serve to promote and manifest it. To advance religion means "to promote it, spread the message ever wider among mankind, to take some positive steps to sustain and increase religious belief, and these things are done in a variety of ways which may be comprehensively described as pastoral and missionary".

From the information provided we are satisfied that the establishment of the cruv is directed to both maintaining a central doctrine upon which the Jewish faith rests, and to promoting observances through which the religion is manifested.

The 'educational' activities described at (ii) above are also related to the promotion of the Orthodox Jewish faith.

2. The organisation is established for the benefit of the public, in a charitable sense

We are satisfied that USEC is established for public benefit both because

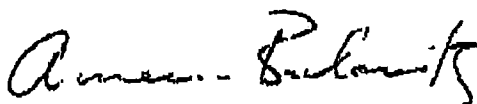
- (i) USEC exists to advance the Jewish faith and under the charitable object of advancement of religion public benefit is presumed; and
- (ii) The actual activity of USEC is directed to promoting and facilitating the practice of the religion and particularly in enabling adherents better to observe the Sabbath and to attend public worship on that day

The adherents of this particular tradition within Judaism are an adequate beneficial class and the activities cannot be said to focus so narrowly as to confer private rather than public benefit.

In making this decision we have taken into account the representations which were made against the registration of the organisation, together with the application itself and the requirements of charity law.

I hope you have found the explanation of our decision informative.

Yours sincerely



Amena Berkowitz (Ms)

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

Directors:

Heather Fox BSc Dip TP MRTPI
Graham Murdoch BSc (Hons) MRTPI ARICS
Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Graham Morris Esq
United Synagogue ERUV Committee
9 West Heath Road
London NW3 7UX

Your reference GAM/1872/S1000/jc
Our reference 20th April 2000
Date

Dear Graham

ERUV

You will see from the attached note that little if any progress has been made since we sent Mr. Townsend details of how the boundary change has effected new housing. It seems to me that there are two ways that this matter can be pushed forward.

The first of these is for us to make a request to the Highways Agency for their thoughts on the amendments. While this is not Mr. Townsend's preferred approach I can frankly see no harm in it being adopted and with your agreement will be happy to do so.

The second matter is for you to make some form of approach via Councillors and/or The Chief Executive to see if the matter can be unjammed. I think in fairness to Mr. Townsend he probably has a lot of other work on and he certainly had an air of despair in his voice when I was speaking to him. Notwithstanding this the matter has been with him for some time now and I do not believe that it is unreasonable for it to be moved forward. I mentioned to Mr. Townsend that you were keen to move the matter forward and that it was by no means impossible that you would be making such an approach to other Council members/officials.

I look forward to hearing from you regarding this matter.

Kind regards.

Yours sincerely,



Graham Murdoch

cc. E. Black Esq
A. Perrin Esq
B. Levy Esq.

Job 1871

ERUV

**NOTE OF A TELEPHONE CONVERSATION WITH MR. TOWNSEND – BARNET
PLANNING ON WEDNESDAY 19TH APRIL 2000**

I contacted Mr. Townsend to discuss progress of the request for the various alterations to be treated as minor amendments to the approved plan. He responded that little had happened since we last spoke.

It has been decided that the Council will consult the Highways Agency before making any decision on the matter. This has not yet been done and he indicated that because of the amount of other work he has he does not know when it will be achieved. I asked whether it would be possible for us to contact the Highways Agency direct and whether this would help him. Eventually he indicated that we could if we wished to do so albeit that he was firmly of the opinion that it would be more appropriate for the request to come from the Council.

He also indicated that it was not known how a decision on the request to treat the alterations as minor amendments would be taken. He even mentioned that it may well be that a report would need to go to Planning Committee for them to make a decision.

Distribution: File

G. Morris Esq

B. Levy Esq

A. Perrin Esq

E. Black Esq

GAM/jc

20.04.00



FLADGATE FIELDER
SOLICITORS

With the compliments of Brian Levy
Partner

25 North Row • London W1R 1DJ • Tel: 0171 323 4747 • Fax: 0171 629 4414 • DX 9057 West End
Direct dial: 0171 462 2206 • E-mail: blevy@fladgate.co.uk

A full list of partners is available for inspection at the above office. Fladgate Fielder is regulated by the Law Society in the conduct of investment business.

J Penhey Esq
Borough Solicitor
London Borough of Barnet
DX 59318 HENDON

BRL\14317\0002
DEV2.38400.JMP/sb
020 7462 2206
blevy@fladgate.com

18 April 2000

Dear Mr Penhey

The United Synagogue Eruv Committee

Congratulations on the Award won by your Team as Legal Team of the Year.

To add lustre to Barnet's reputation you were going to let me have re-drafts of the various clauses when you wrote to me on 28 January and I dealt with that letter on 31 January.

My Clients would I know like to get everything organised to the point where as soon as a planning permission comes through all the documents are in an agreed form.

Please could I hear from you.

Yours sincerely

Brian Levy
Partner

copy EB
9M

On 18 April 2000, at 10:00 AM, Brian Levy <b.levy@fladgate.com> wrote:
> Dear Mr Penhey,

> Thank you for

> your letter of 14 April 2000. I have forwarded this to the relevant
> departments and will be in touch with you again.

> Yours sincerely,

Ms S Best
The Highways Agency
5/13 St. Christopher House
Southwark Street
LONDON
SE1 OTE

BRL\14317\0002
HA36/1/192
020 7462 2206
blevy@fladgate.com
18 April 2000

Dear Ms Best

The Barnet Eruv

When we spoke at the end of April you were going to talk to John Koster and sort out whether the Fiveways Corner Improvement Scheme effected the proposals.

I hope the plans that I sent you helped, and I would be grateful if I could hear from you so that we are ready to move as soon as the planning permission comes through.

Yours sincerely

Brian Levy
Partner



Companies House

— for the record —



Companies House

— for the record —

NOTICE OF REJECTION OF FORM 363S

*The United Synagogue Knu
9 West Heath Rd. Committee
London NW3 7UX.*

Crown Way Cardiff CF14 3UZ /
Telephone 029 2038 0374 *0374*
Fax 029 2038 0900
DX 33050
www.companieshouse.gov.uk

Date *14.4.00*

Your reference:

Please quote our reference: Reject 363S/ *3749885*

The attached document cannot be accepted for filing. We have ticked the reason(s) why.
Please read carefully the guidance given.

- 1 ☒ The principal business activity code has not been shown. Please enter the relevant code which can be found on the list issued with the document. If you no longer have the list, please give a brief description of the company's trading activities in the space provided.
- 2 ☐ _____ has been shown on the form as a new director/secretary. We do not appear to have received the necessary form 288a to appointment them. Please complete the attached form 288a and return it along with the form 363 as soon as possible.
- 3 ☐ A date for the change in an officer's particulars has been shown, but no changes have been indicated. Please state them.
- 4 ☐ A date for the termination of an officer's appointment has been given, but it appears to be incorrect. Please check the date and amend.
- 5 ☐ The date given for change in an officer's particulars or termination of appointment is after the date of the form 363. Changes should only be shown if they occurred during the year ending on the made up date of the form 363. Please amend the document and return.
- 6 ☐ Please show the date of birth of _____.
- 7 ☐ Please show the relevant share capital details by completing all parts of section 3.

PLEASE CHECK PAGE 2 OF THE NOTICE.

FOR OFFICIAL USE ONLY:
RO PD PL FORMS

GBA 1 2 3 4 5 6 7 9

R2

AM





Companies House
— for the record —

8 ☐ Please complete the shareholders list in full at sections 4a and 4b. You must include names and addresses and the class and number of shares held. Also include any shares transferred and the date(s) of registration of the transfer(s).

9 ☐ The shareholder pages at section 4 and 5 appear to be incorrect. Specifically

Please check your records and amend each page accordingly.

10 ☐ The form 363 appears to be a duplicate, as a document for this date has already been received. If this second form is to amend the first one please mark the form clearly 'AMENDING' on the front page and send it back.

11 ☐ If, in order to make corrections, you need to complete a new form, please return both forms to Companies House so that the filing fee can be transferred to the correct document.

12 ☐ The total number of shares on the shareholders list does not add up to the amount shown in the share capital information. Please check and amend.

13 ☐ The declaration on the last page of the form 363 must be signed by a serving director/secretary of the company.

THE LEGAL RETURN DATE

The legal return date is the date that a form 363 must be made up to each year. The legal return date is usually the anniversary of either the date of incorporation of the company or the date of the last form 363 filed on time at Companies House. A company can change its legal return date by filing a form 363 to an earlier date than its current legal return date. The form must, then be received and accepted at Companies House within 28 days of the earlier date.

14 ☐ You have made the form 363 up to an earlier date than the 'legal return date'. We are prepared to accept this date. However, as the document was not received within 28 days of your requested date it will not automatically change the 'return date'. Therefore a further form 363 will be required. made up to _____. You may wish to consider changing the date on the form so that it can be delivered within 28 days of the made up date.

15 ☐ You have made the form 363 up to an earlier date, which may be outside the 28 day limit when you return the document after amending it as strated in this letter. Therefore you may wish to alter the date of the form 363 to ensure it is delivered within 28 days.

PLEASE CHECK PAGE 3 OF THE NOTICE.



Companies House
— for the record —

16 ☐ You have made the form 363 up to a date later than the date printed on the document. The Companies Act requires that the form be delivered every 12 months and dated no later than the 'return date'. You may wish to alter the date back to the original date, otherwise the form 363 for the 'return date' will remain outstanding.

17 ☐ You have made changes to the registered office address or register of shareholders address. The address does not appear to be in England or Wales, please check and amend.

18 ☐ Before we register any addresses we compare them against the Royal Mail postal address file. We have been unable to verify the address(es) for

If you need to query the address information, please contact the Royal Mail Postcode Enquiry Office on 0345 111222 or their website at: www.royalmail.co.uk.

19 ☐ A PO Box cannot be used to describe the physical situation of a registered office address, or the place where the register of members or debentures is kept. A PO Box is only acceptable if you also give the full office address and the postcode refers to that address rather than the PO Box number.

20 ☐ _____

Please made the necessary amendments and return the document to Companies House.

DOCUMENT EXAMINATION BRANCH





FLADGATE FIELDER
SOLICITORS

Mr G Morris
9 West Heath Road
LONDON
NW3 7UX

Our ref BRL\14317\0002
Your ref
Direct dial 020 7462 2206
E-mail blevy@fladgate.com
Date 17 April 2000

Dear Graham

Eruv

Thank you for your letter of 14 April.

Matters have not progressed since the beginning of March when I wrote to you.

I assumed that the delay on the practical engineering side gave the Council an excuse for in-action.

I must confess when I saw the award mentioned in the Gazette, I was somewhat surprised.

Yours sincerely

Brian Levy
Partner

254788v01\JXB

9, West Heath Road London NW3 7UX
Tel 0171 433 3434 Fax 0171 433 3934

Mr R Stanton
Fladgate Fielder
25 North Row
London
W1R 1DJ

14 April 2000

Dear Mr Stanton

United Synagogue Eruv Committee

Thank you for your letter dated 13 April 2000 with its enclosure. I am pleased that we have now dealt with all the objections raised by Miss Collard at the Charities Commission and I trust that the matter will now be dealt with there at top level and resolved in our favour.

With thanks and all good wishes

Yours sincerely

Graham Morris

9, West Heath Road London NW3 7UX
Tel 0171 433 3434 Fax 0171 433 3934

Mr B Levy
Fladgate Fielder
25 North Row
London
W1R 1DJ

14 April 2000

Dear Brian

Eruv

We are making progress here, if slowly, in our attempts to have our minor changes effected without a new planning application. Since I have not heard from you for a month or so I presume that you have had no success in agreeing the final form of the Licence with John Penhey. It really is monstrous that this simple document should take more than a year to conclude and I am therefore tempted to take the matter up at a political level with the councillors. I look forward to hearing from you with the present position so that we may decide whether this is the only course of action we now have.

I also presume that lack of progress with the Barnet Legal Department has also prevented you from making any further progress with Shelagh Best. I appreciate that she is still concerned with regard to the proposed amendments to the Fiveways Corner improvement scheme but this should not affect our ability to reach agreement on the form of the Licence.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr E Black

PS: To add insult to injury, the attached appeared in a recent issue of the Gazette. What must the others be like!



Bar complaints down
Complaints to the Bar Council's independent complaints commissioner, Michael Scott, fell from 631 in 1998 to 568 this year, Mr Scott reported this week. Lay complaints fell by 4.5% over the same period from 491 to 469. In his annual report, Mr Scott also announced that the Bar would be introducing a six-month time limit for bringing inadequate professional service complaints and increasing compensation from £2,000 to £5,000, in line with solicitors and licensed conveyancers. New powers to suspend barristers who are convicted of serious crimes or who are unfit to practice due to ill-health have also been introduced.

Solicitors 'experts' named
Solicitors Jane Hickman and Andrew Prickett have been named by the Lord Chancellor, Lord Irvine, among the 11 experts who will assist Lord Justice Auld in his review of the criminal justice system. Ms Hickman is a partner at London firm Hickman & Rose, while Mr Prickett is a former Chief Crown Prosecutor and former Law Society Council member. He is currently acting as a co-director of the Office for the Supervision of Solicitors.

Cover story

A comprehensive practice and motor insurance cover, especially negotiated for Law Society members, has been launched through the Law Society Services' special adviser, Professional Affinity Group Services. For more details, tel: 0800 0563415.

Gong for Barnet Council

The legal team at the London Borough of Barnet has won the *Local Government Chronicle* legal team of the year award. The judges said the award recognised the team's 'top-class attitude and first-class performance'.

Legal aid secured **OFT to MDPs** for child contact

The Law Society and child law practitioners have succeeded in securing a significant amendment to the Legal Aid Board's funding code, ensuring that children continue to be eligible for legal aid in contact cases.

Under the initial draft code, the board was entitled to refuse legal aid for representation to children where alternative funding was available, for example through local authorities.

A refusal of legal aid could also have affected child wardship and adoption cases.

A Law Society spokeswoman said the guidance appeared to forget that the funding was for representation of the child, not the court-appointed guardian *ad litem*.

Meanwhile, the Lord Chancellor's Department this week announced that its Community Legal Service (CLS) Web site is to go live on 3 April to mark the launch of the CLS. The on-line service (www.justask.org.uk) will provide a list of approved legal service providers from all sectors, and a hard copy of the directory will also be available.

A video-link kiosk, funded via a CLS partnership project between East Riding Council and the Legal Aid Board, was also launched this week to increase access to legal services for people in rural areas. Sue Allen

The announcement last week that the Office of Fair Trading (OFT) is to investigate competition within the legal and accountancy professions could herald multi-disciplinary practices, a senior official has confirmed.

Margaret Bloom, the OFT's competition policy director, said the report would have a wide remit to investigate competition in the professions generally, and that it could potentially prove a pathfinder for multi-disciplinary practices.

The report, which was requested by ministers last November, will examine restrictions on entry into the professions, rules of conduct (such as advertising restrictions), and requirements for the public to use professionals when others could do the job.

A Law Society spokesman said: 'We have no unnecessary restrictions on advertising. Our high street practices are, by the government's own calculations, the lowest chargers in western Europe.'

The spokesman said the Society was 'sanguine' about the possibility of the OFT exploring the validity of solicitors acting as conduits to barristers. 'We are more interested that rights of audience continue to be broadened,' he said.

A Bar Council spokesman said it would co-operate with the OFT, but added that it would 'resist strongly any attempts to wash away the framework of the profession, and dumb-down professional standards'. See Press Round-up, page 10 and Editorial, page 14
Jeremy Fleming

NI lawyers 'harassed' Labour law free help



Nelson: inquiry demanded

Solicitors in Northern Ireland who have received threats were asked to contact a government-backed human rights body last week, as international lawyers joined the campaign for an independent investigation into the murder of solicitor Rosemary Nelson, a year after her death.

Professor Brice Dickson, chief commissioner of the Northern Ireland Human Rights Commission, told the 'Young Lawyers 4 Jurisdictions' conference in Belfast last week that he was 'very conscious' that solicitors are still being harassed.

The conference was part-organised by the Law Society's Trainee Solicitors Group.

Professor Dickson also said it 'looked likely' that an independent inquiry would be needed into Ms Nelson's murder. There is presently a police inquiry into Ms Nelson's

murder but it has been criticised for its reliance on the Royal Ulster Constabulary (RUC). Ms Nelson had alleged that she had received death threats from the RUC.

On the anniversary of her death, International Bar Association president Klaus Böhlhoff wrote to prime minister Tony Blair calling for an investigation as 'independent and impartial as required under international standards'.

Jon Robins

The Employment Law Association (ELA) this week launched two pro bono initiatives to improve public access to employment lawyers.

The group will contribute £20,000 over the next two years to the Bar's Pro Bono Unit to develop a network of solicitors dealing with employment cases referred from the unit's panel.

The ELA is also planning to publish a pro bono directory providing details of agencies offering free employment law services, answers to questions on pro bono litigation and examples of schemes already running.

ELA chairman Paul Goulding said he hoped it would solve the 'real need' for solicitor assistance in many cases referred to the unit. Sue Allen



FLADGATE FIELDER
SOLICITORS

Graham Morris, Esq
9 West Heath Road
London
NW3 7UX

Our ref RHS\14317\0003
Your ref
Direct dial 020 7462 2302
E-mail rstanton@fladgate.com
Date 13 April 2000

Dear Mr. Morris,

United Synagogue Eruv Committee

I enclose a copy of my letter to the Charity Commission of 3rd April and, for the sake of completeness I also enclose a copy of the Chief Rabbi's letter and Edward Black's note on the legal aspects.

I am sending copies to Edward Black also.

Yours sincerely


Richard Stanton
Partner

253217v01\JBW

Charity Commission
Harmsworth House
13-15 Bouverie Street
LONDON
EC4Y 8DP

RHS\14317\0003
YC.3961868.142493.RCS (Ldn)
020 7462 2302
rstanton@fladgate.com

FAO: Miss Yudit Collard

3 April 2000

Dear Miss Collard

The United Synagogue Eruv Committee

I apologise for the delay in writing to you following my letter of 28 February 2000, but it has taken me a little longer than anticipated to hear from the Chief Rabbi. I enclose his letter.

I also enclose a separate note, which addresses the public benefit point you have raised, and also the educational aspect.

Please let me know if you require further amplification.

Yours sincerely

Richard Stanton—
Partner

OFFICE OF THE CHIEF RABBI

Adler House 735 High Road London N12 0US
Telephone: 020 8343 6301 Fax: 020 8343 6310
info@chiefrabbi.org www.chiefrabbi.org

Charities Commission for England & Wales
Harmsworth House
13-15 Bouverie Street
London
EC4Y 8DP

Ref: YC-3961868/142 493-RC5 (Ldn)

Dear Sirs

The United Synagogue Eruv Committee

I have been asked to summarise the religious doctrinal authority behind the concept of an eruv and address briefly how the institution of an eruv relates to the observance of the Sabbath day (Shabbat).

The observance of Shabbat is one of the cornerstones of the Jewish religion. The fourth of the ten commandments comprises a two faceted commandment, first to remember Shabbat and keep it holy and second to refrain from work thereon. In relation to the cessation of work, Jewish law distinguishes 39 categories of activity which are forbidden on Shabbat. One of these is "hotza'ah" which can be defined as the transferring an item (e.g. by carrying) within an area that lacks a clearly defined and essentially continuous boundary.

It is a misunderstanding of the Shabbat laws to regard the establishment of an eruv as a "relaxation" of otherwise strict Jewish Law requirements. The provision of an eruv is a positive precept relating to the remembrance of Shabbat, it is not a "relaxation" of Jewish law. Jewish law permits carrying within a private home and within an area defined by an eruv. An entire tractate of the Talmud (Tractate Eruvin) sets out the details of the law

applicable to the establishment and construction of eruvs). The institution of the eruv is not of Torah origin (i.e. it is not contained in the Five Books of Moses) it is, equally validly under Jewish law, an enactment of the sages. A passage in Tractate Eruvin (page 21b) tells of the introduction of the eruv by King Solomon stating: "When King Solomon ordained the laws of the eruv. . . a heavenly voice proclaimed: "My son if thy heart be wise, my heart will be glad."

The recognition of the fact that the establishment of an eruv is a positive precept can be seen from the fact that a blessing is made at the time of its establishment. The text of the blessing reads: "Blessed are You, God, our Lord, King of the Universe, who has sanctified us with His commandments and commanded us concerning the precept of the eruv". This blessing text is identical in format to that recited in relation to other positive Jewish precepts.

All of the great codifiers of Jewish law from the time of the Talmud to date have addressed the fact that the establishment of an eruv is a positive precept designed to enhance the sanctity of the Shabbat by establishing a boundary within which carrying and other "hotza'ah" work is permitted, thus avoiding inadvertent transgression of the precept prohibiting various kinds of work on the Shabbat.

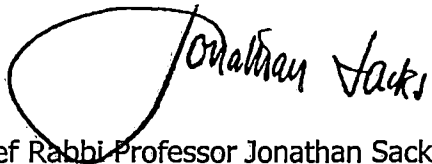
The establishment of an eruv also enhances Shabbat observance by promoting what is known as "Oneg Shabbat" promotion of the joy of the Shabbat, an aspect of the positive precept of remembrance of the Shabbat. In particular the establishment of an eruv allows families who observe Shabbat to attend synagogue together and to worship as a family. In a town or city without an eruv it is not possible for all members of families with young children or members who cannot walk to attend Shabbat synagogue services together since pushing a pushchair or wheelchair on Shabbat is forbidden hotza'ah work. The establishment of an eruv, therefore, facilitates an increase in Shabbat synagogue attendance

by individuals who are unable to walk as the establishment of an eruv permits the use of wheelchairs.

To sum up, the purpose of an eruv is the enhancement of Shabbat observance. The existence of an eruv is not a dispensation to carry or otherwise transfer things from one place to another (hotza'ah) in a manner inconsistent with maintaining the sanctity and spiritual character of Shabbat. The establishment of an eruv does not permit the use of any items otherwise prohibited on the Shabbat nor does it affect other Shabbat work-related prohibitions such as agricultural activity, cooking, sewing and the use of fire or electricity.

I trust that you find this helpful in assisting you to determine the charitable status of the United Synagogue Eruv Committee.

Yours faithfully

A handwritten signature in black ink that reads "Jonathan Sacks". The signature is written in a cursive style, with the first name "Jonathan" and the last name "Sacks" clearly legible.

Chief Rabbi Professor Jonathan Sacks

For letter to Charities Commission

The establishment of an eruv will advance Judaism in the charitable sense. It clearly acts to maintain the doctrines on which Sabbath observance, a key tenet of the Jewish religion, rests and the observances that serve to promote and manifest it. In the narrowest sense, the establishment of an eruv facilitates synagogue attendance for worship on the Sabbath among a substantial proportion of the Sabbath observant Jewish community which would otherwise be unable to attend the synagogue on the Sabbath. This aspect of enhancing Sabbath observance clearly also meets the public benefit test, (see *Neville Estates v Madden* 1962 1 Ch 832, 853) in which Cross J. (as he then was) states:

"The court is, I think, entitled to assume that some benefit accrues to the public from the attendance at places of worship of persons who live in this world and mix with their fellow citizens."

Turning now to the educational purpose question. As previously indicated, the educational object is primarily intended to cover the production and distribution of leaflets regarding Sabbath observance and the place of the eruv within the scheme of Sabbath observance. This will consist of the dissemination to members of the Jewish public in the area covered by the eruv through schools, synagogues, adult education centres and other means of educational materials concerning the eruv and Sabbath observance. It is also likely that such material will be disseminated to the wider public, for example, through the establishment and maintenance of an internet website providing information on the eruv and Sabbath observance.

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 0181-505 8138 (4 lines) Fax: 0181 506 1887

Directors:

Heather Fox BSc Dip TP MRTPI

Graham Murdoch BSc (Hons) MRTPI ARICS

Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA

John Edwards FRICS

Graham Morris Esq

United Synagogue Eruv Committee

9 West Heath Road

London NW3 7UX

With Compliments

Fibbens Fox Associates

Chartered Town Planners

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Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Head of Development and Regeneration
London Borough of Barnet
Barnet House
1255 High Road
Whetstone
London, N20 0EJ

Your reference

Our reference

Date

CT/LF/ERUV/LF8
GAM/1871/AP5/NF
5th April 2000

ATTENTION: MR. C. TOWNSEND

Dear Sir

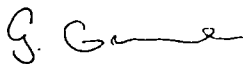
TOWN AND COUNTRY PLANNING ACT 1990
ERUV.

Further to your letter of 15th March, concerning the above matter I am able to confirm that there will be some additional homes enclosed within the area of the Eruv boundary and it is simplest for me to copy you a letter which Alan Perrin has provided setting out details of these.

I would stress that as I indicated when we originally spoke on this subject the boundary of the Eruv is strictly in itself a planning issue – it is the new 'gateways' that are the planning issue. There is no material change of use involved to houses if they are now enclosed within the Eruv's boundaries. Notwithstanding this point, which you agreed with, you know have the information you requested and I would be grateful if we could now receive a response to our request for these minor alterations to be treated as amendments to the approved plans. This is obviously a matter of some considerable importance to my clients who are anxious to finalise the planning situation, complete the necessary licences and commence work on the provision of the Eruv which is now urgently awaited by many residents of the area.

Thank you for your assistance in this matter.

Yours faithfully



Graham Murdoch *pp*

cc: ~~G. Morris Esq~~

A. Perrin Esq

E. Black Esq

B. Levy Esq

Roman House
296 Golders Green Road
London NW11 9PY

0171 573 7888 Fax 0171 573 7885

Graham Murdoch, FFA 0181 506 1887

04/04/00

Graham,

Re: Additional Homes Within Eruv

I have tried to describe the extra homes but have come to grief because the description becomes very unwieldy. Instead, I think the response to the Council should be thus:

1/ The additional homes within the Eruv on the Watford Way (and the side streets Westside, Barford Close, Hall Lane etc) which are **north** of the (deleted) Eruv Posts 3,4 and 5 on the Watford Way **up to** the elevated section of the M1 northbound approach road.

2/ The additional homes within the Eruv on the Great North Way which are **north west** of the (deleted) Eruv Posts 6 and 7 **up to** the elevated section of the M1 northbound approach road.

These homes are included because the boundary is formed by the perimeter fence of the M1 running on the west flank of the Eruv, and the elevated section of the north-bound approach road representing the intersecting north-west edge.

I hope this does the trick.

Kind regards

Alan Perrin



11.15pm !



Companies House

— for the record —

The Company Secretary
THE UNITED SYNAGOGUE ERUV COMMITTEE
9 West Heath Road
London
NW3 7UX

00398-04417

Crown Way Cardiff CF14 3UZ
Telephone 029 2038 0801
Fax 029 2038 0900
DX 33050

Our Ref 3749885/13/37
Date 27th March 2000

2000 Annual Return for Company Number 3749885

Your company's new style 2000 Annual Return is attached to this letter. It shows the information Companies House held on **24th March 2000** about your company and makes provision for you to enter certain details that are not already held.

at you should do

- Check the information already pre-printed on the Annual Return
- Enter any changes to that information in the spaces provided
- Enter details of your company's principal business activities in section 1
- Complete and sign the Declaration
- **Return the full Annual Return with the fee payment.**

Important dates

Please make sure that the information you give us:

- Confirms your company's details as at **9th April 2000 the return date**
- Reaches Companies House by **7th May 2000 at the latest**

Returning the form

Failure to deliver an Annual Return on time is a criminal offence and may result in the prosecution of your company and its officers or the company being struck off the register. This applies to all companies, **even those which have not been trading**. If the company is not trading and is no longer required, let us know by telephoning **Cardiff 029 2038 0037 or 2038 0072**.

The fee

The fee for the Annual Return is £15. Please send a cheque made payable to Companies House with your completed Annual Return.



AWARDED FOR EXCELLENCE

P.T.O

THE ANNUAL RETURN FORM 363s

USING THE SPACE PROVIDED ALONGSIDE PRE-PRINTED INFORMATION, YOU CAN USE THIS FORM TO:

- ☐ Change or correct the registered office address of the company;
- ☐ Notify or change the address where the company's register of members is kept (if applicable);
- ☐ Notify or change the address where the company's register of debenture holders is kept;
- ☐ Change or add to the pre-printed list of principal business activities;
- ☐ Change or correct any pre-printed information about the company's existing directors and secretaries;
- ☐ Change or correct any pre-printed information about existing shareholders (if applicable).

REMEMBER

- ☐ *Make sure all the pre-printed addresses and the names of the company's secretary and director(s) are given in full and, where pre-printed, that the dates of birth are correct;*
- ☐ *If you have told Companies House of any changes since the date of the covering letter, please repeat this information in the appropriate space provided.*

YOU CANNOT USE THIS FORM TO TELL COMPANIES HOUSE ABOUT:

- ☐ The appointment of any new company officers. You must use form 288a;
- ☐ The allotment of new shares. You must use form 88(2);
- ☐ An increase in total nominal share capital. You must use form 123.

REMEMBER:

- ☐ *Make sure that the aggregate issued nominal capital in section 3 is completed correctly (if applicable);*

Companies House holds the public records of more than a million companies. It provides a range of services to make it easier for you to access information and file documents.

Companies House can be found at:

CARDIFF

Crown Way, Cardiff CF14 3UZ
Information 029 2038 0801
Switchboard 029 2038 8588

LONDON

21 Bloomsbury Street, London
WC1B 3XD
Tel 029 2038 0801

BIRMINGHAM

Central Library, Chamberlain Square,
Birmingham B3 3HQ
Tel 0121 233 9047

LEEDS

25 Queen Street, Leeds LS1 2TW
Tel 0113 233 8338

MANCHESTER

75 Mosley Street, Manchester M2 2HR
Tel 0161 236 7500

EDINBURGH

37 Castle Terrace, Edinburgh EH1 2EB
Tel 0131 535 5800

GLASGOW

7 West George Street, Glasgow G2 1BQ
Tel 0141 221 5513

For more information on Companies House products and services please call 029 2038 0801 or visit the web site at www.companieshouse.gov.uk

Trade Code	Manufacturing (cont.)	Trade Code	Wholesale, Commission, Not Motors (cont)	Trade Code	Air Transport	Trade Code	Other Business Activities (cont)
	Manufacture of Other Transport Equipment	5133	Wholesale dairy produce, oils etc.	6210	Scheduled air transport	7481	Photographic activities
3511	Building and repairing of ships	5134	Wholesale alcoholic & other drinks	6220	Non-scheduled air transport	7482	Packaging activities
3512	Build & repair pleasure & sport boats	5135	Wholesale of tobacco products	6230	Space transport	7483	Secretarial & translation
3520	Manufacture of railway locomotives & stock	5136	Wholesale sugar, chocolate etc.		Support Transport; Travel Agencies	7484	Other Business activities
3530	Manufacture of aircraft & spacecraft	5137	Wholesale coffee, tea, cocoa etc.			7499	Non-trading company
3541	Manufacture of motorcycles	5138	Wholesale other food inc fish, etc.	6311	Cargo handling		Group L - Public Administration & Defence
3542	Manufacture of bicycles	5139	Non-specialised wholesale food, etc.	6312	Storage and warehousing	7511	General (overall) public service
3543	Manufacture of invalid carriages	5141	Wholesale of textiles	6321	Other supporting land transport	7512	Regulation health, education, etc.
3550	Manufacture other transport equipment	5142	Wholesale of clothing and footwear	6322	Other supporting water transport	7513	Regulation more efficient business
		5143	Wholesale electric household goods	6323	Other supporting air transport	7514	Support services for government
		5144	Wholesale of china, wallpaper etc.	6330	Travel agencies etc; tourist	7521	Foreign affairs
		5145	Wholesale of perfume and cosmetics	6340	Other transport agencies	7522	Defence activities
	DN Manufacturing nec	5146	Wholesale of pharmaceutical goods		Post and Telecommunications	7523	Justice and judicial activities
		5147	Wholesale of other household goods			7524	Public security, law & order
		5151	Wholesale fuels & related products			7525	Fire service activities
3611	Manufacture of chairs and seats	5152	Wholesale of metals and metal ores	6411	National post activities	7530	Compulsory social security
3612	Manufacture other office & shop furniture	5153	Wholesale wood, construction etc.	6412	Courier other than national post		
3613	Manufacture of other kitchen furniture	5154	Wholesale hardware, plumbing etc.	6420	Telecommunications		
3614	Manufacture of other furniture	5155	Wholesale of chemical products		Group J - Financial Intermediation		
3615	Manufacture of mattresses	5156	Wholesale other intermediate goods				
3621	Striking of coins and medals	5157	Wholesale of waste and scrap	6511	Central banking	8010	Primary education
3622	Manufacture of jewellery & related	5161	Wholesale of machine tools	6512	Other monetary intermediation	8021	General secondary education
3630	Manufacture of musical instruments	5162	Wholesale of construction machinery	6521	Financial leasing	8022	Technical & vocational secondary
3640	Manufacture of sports goods	5163	Wholesale textile industry machines	6522	Other credit granting	8030	Higher education
3650	Manufacture of games and toys	5164	Wholesale office machinery & equipment	6523	Other financial intermediation	8041	Driving school activities
3661	Manufacture of imitation jewellery	5165	Wholesale machines, industry, etc.			8042	Adult and other education
3662	Manufacture of brooms and brushes	5166	Wholesale agric: machines & tractors				
3663	Other manufacturing	5170	Other wholesale				
	Recycling		Retail Trade, Not Motors; Repairs	6601	Life insurance		Group N - Health and Social Work
3710	Recycling of metal waste and scrap	5211	Retail non-special stores food, etc.	6602	Pension funding	8511	Hospital activities
3720	Recycling non-metal waste & scrap	5212	Other retail non-specialised stores	6603	Non-life insurance	8512	Medical practice activities
	Group E - Electricity, Gas and Water Supply	5221	Retail of fruit and vegetables			8513	Dental practice activities
		5222	Retail meat and meat products			8514	Other human health activities
4010	Production, distribution electric	5223	Retail of fish, crustaceans etc.	6711	Administration of financial markets	8520	Veterinary activities
4020	Manufacture of gas; mains distribution	5224	Retail bread, cakes, confectionery	6712	Security broking & fund management	8531	Social work with accommodation
4030	Steam and hot water supply	5225	Retail alcoholic & other beverages	6713	Auxiliary financial intermed	8532	Social work without accommodation
4100	Collection, purify etc. of water	5226	Retail sale of tobacco products	6720	Auxiliary insurance & pension fund		
	Group F - Construction	5227	Other retail food etc. specialised				
		5231	Dispensing chemists				
4511	Demolition buildings; earth moving	5232	Retail medical & orthopaedic goods		Group K - Real Estate, Renting & Business	9000	Refuse disposal, sanitation etc.
4512	Test drilling and boring	5233	Retail cosmetic & toilet articles				Membership Organisations
4521	General construction & civil engineering	5241	Retail sale of textiles	7011	Development & sell real estate		
4522	Erection of roof covering & frames	5242	Retail sale of clothing	7012	Buying & sell own real estate	9111	Business & employers organisations
4523	Construction roads, airfields etc.	5243	Retail of footwear & leather goods	7020	Letting of own property	9112	Professional organisations
4524	Construction of water projects	5244	Retail furniture household etc.	7031	Real estate agencies	9120	Trade unions
4525	Other special trades construction	5245	Retail electric h'hold, etc. goods	7032	Manage real estate, fee or contract	9131	Religious organisations
4531	Installation electrical wiring etc.	5246	Retail hardware, paints & glass			9132	Political organisations
4532	Insulation work activities	5247	Retail books, newspaper etc.			9133	Other membership organisations
4533	Plumbing	5248	Other retail specialised stores				
4534	Other building installation	5250	Retail second-hand goods in stores	7110	Renting of automobiles		Recreational, Cultural & Sporting
4541	Plastering	5261	Retail sale via mail order houses	7121	Rent other land transport equipment		
4542	Joinery installation	5262	Retail sale via stalls and markets	7122	Rent water transport equipment	9211	Motion picture and video production
4543	Floor and wall covering	5263	Other non-store retail sale	7123	Renting of air transport equipment	9212	Motion picture & video distribution
4544	Painting and glazing	5271	Repair boots, shoes, leather goods	7131	Rent agricultural machinery & equipment	9213	Motion picture projection
4545	Other building completion	5272	Repair electrical household goods	7132	Rent civil engineering machinery	9220	Radio and television activities
4550	Rent construction equipment with operator	5273	Repair of clocks & jewellery	7133	Rent office machinery inc. computers	9231	Artistic & literary creation
	Group G - Wholesale, Retail; Certain Repair	5274	Repair not elsewhere classified	7134	Rent other machinery & equipment	9232	Operation of arts facilities
			Group H - Hotels and Restaurants	7140	Rent personal & household goods	9233	Fair and amusement park activities
5010	Sale of motor vehicles	5511	Hotels & motels, with restaurant			9234	Other entertainment activities
5020	Maintenance & repair of motors	5512	Hotels & motels, without restaurant	7210	Computer and Related Activities	9240	News agency activities
5030	Sale of motor vehicle parts etc.	5521	Youth hostels and mountain refuges	7220	Hardware consultancy	9251	Library and archives activities
5040	Sale, repair etc.m'cycles & parts	5522	Camp sites, including caravan sites	7230	Software consultancy and supply	9252	Museum & preservation of history
5050	Retail sale of automotive fuel	5523	Other provision of lodgings	7240	Data processing	9253	Botanical, zoos & nature reserves
		5530	Restaurants	7250	Data base activities	9261	Operate sports arenas & stadiums
		5540	Bars	7260	Maintenance office & computing machinery	9262	Other sporting activities
		5551	Canteens			9271	Gambling and betting activities
	Wholesale, Commission, Not Motors	5552	Catering			9272	Other recreational activities
5111	Agents agricultural & textile raw materials		Group I - Transport, Storage & Communication	7310	Research and Development		Other Service Activities
5112	Agents in sale of fuels, ores, etc.			7320	R & D on nat sciences & engineering	9301	Wash & dry clean textile & fur
5113	Agents in building materials	6010	Transport via railways		R & D on soc sciences & humanities	9302	Hairdressing & other beauty treatment
5114	Agents in industrial equipment, etc.	6021	Other sched passenger land transport			9303	Funeral and related activities
5115	Agents in household goods, etc.	6022	Taxi operation		Other Business Activities	9304	Physical well-being activities
5116	Agents in textiles, footwear etc.	6023	Other passenger land transport			9305	Other service activities
5117	Agents in food, drink & tobacco	6024	Freight transport by road	7411	Legal activities		Group P - Private Households with Employees
5118	Agents in particular products	6030	Transport via pipelines	7412	Accounting, auditing; tax consult		
5119	Agents in sale of variety of goods			7413	Market research, opinion polling		
5121	Wholesale of grain, animal feeds			7414	Business & management consultancy	9500	Private household with employees
5122	Wholesale of flowers and plants			7415	Management activities holding comps		
5123	Wholesale of live animals		Water Transport	7420	Architectural, technical consult		Miscellaneous
5124	Wholesale hides, skins and leather	6110	Sea and coastal water transport	7430	Technical testing and analysis	9600	Residents Property Management
5125	Wholesale of unmanufactured tobacco	6120	Inland water transport	7440	Advertising		
5131	Wholesale of fruit and vegetables			7450	Labour recruit		Group Q - Extra-Territorial Organisations
5132	Wholesale of meat and meat products			7460	Investigation		
				7470	Industrial cleaning	9900	Extra-territorial organisations

This classification is based on the UK Standard Industrial Classification (SIC 92) Codes

29



Companies House
— for the record —

A NEW STYLE ANNUAL RETURN FOR THE NEW MILLENNIUM

Continuing our commitment to reducing the form-filling burden on companies, we have re-designed the Annual Return, making it easier to complete. We have done this by:

- pre-printing previously notified details of issued capital and members (shareholders) for nearly all companies that have been incorporated for more than 1 year;
- dropping the requirements for directors' other directorships;
- dropping the requirement to state whether certain elective resolutions are in force.

Increasing the amount of pre-printed information will make the form more user friendly, because:

- most companies will only need to check that the form is correct before signing and returning it;
- most companies will no longer need to provide issued share capital details every year and a full members list every third year.

Forms which do not have pre-printed capital or shareholder details:

Your Annual Return will not have pre-printed issued capital details or shareholder details if one of the following applies:

- your company is limited by guarantee and does not have share capital;
- you are making your company's first return;
- your company has previously submitted bulk shareholder lists;
- the issued share capital and shareholder information on our database is incomplete.

Your Annual Return will have pre-printed issued capital details, but not shareholder details if you have previously told us you have more than twenty shareholders.

Errors or Omissions:

The database from which the pre-printed capital or shareholder details are taken was created very recently. It may have some errors or omissions. To help us maintain our public records to the highest standards, please check all the pre-printed details, and if necessary amend them in the spaces provided.

Questions:

Contact numbers for answering your questions appear on the reverse of the attached covering letter.

PLEASE BE AWARE OF THE DELIVERY REQUIREMENTS FOR ANNUAL RETURNS

The Companies Act requires that the annual return be delivered to the Registrar within 28 days of the date to which it is made up.

Avoid it being forgotten about or delayed by returning it to Companies House as soon as possible after the made up date.

Late delivery of an annual return is an offence. It may prompt the issue of a warning letter and could result in prosecution action being taken against the company and its directors and secretary.

The Year 2000 Problem:

We cannot accept the year 2000 problem as an excuse for failing to deliver documents on time. The year 2000 problem, often referred to as the "millennium bug", is a problem which business should by now have taken action to avoid. Our normal enforcement action and penalties will apply to the late or non-delivery of prescribed documents, or annual accounts.

9, West Heath Road London NW3 7UX
Tel 0171 433 3434 Fax 0171 433 3934

Mr G Murdoch
Fibbens Fox Associates
31 The Broadway
Woodford Green
IG8 0HQ

27 March 2000

Dear Graham

Eruv

Thank you for your letter dated 23 March 2000 with its enclosure. I did in fact speak to Alan Perrin yesterday and he has promised to let you have the answer to Townsend's questions within the next few days. If there is anything further I can do to assist, please let me know.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr A Perrin
 Mr E Black
 Mr B Levy

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

Directors:

Heather Fox BSc Dip TP MRTPI
Graham Murdoch BSc (Hons) MRTPI ARICS
Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Graham Morris Esq
United Synagogue Eruv Committee
9 West Heath Road
London NW5 7UX

Your reference

GAM/1871/S1000DG

Our reference

23rd March 2000

Date

Dear Graham,

ERUV

Further to my letter of the 14th of March I have now received correspondence from Mr. Townsend concerning his question regarding the inclusion of properties within the Eruv. I would be grateful to have an answer to this so that I can respond to Mr. Townsend not least because it is going to make it easier for me to chase him and put pressure on him to move your request forward if we have answer to his question. Could this information be provided to me as quickly as possible so that I can move the matter forward.

With kind regards,

Yours sincerely



Graham Murdoch

**c.c. A.Perrin Esq
E. Black Esq
B.Levy Esq**

20 MAR 2000

Graham Murdoch
Fibbens Fox Associates
31 The Broadway
Woodford Green
Essex IG8 0HQ

contact: Mr Clive Townsend
tel: 0181-359 4981
e-mail:
fax: 0181-359 4616
date: 15 March 2000
our reference: CT/ERUV/LF8
your reference: GAM/1871/AP5/MGO

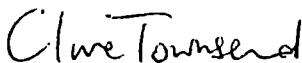
Dear Mr Murdoch

ERUV

I refer to your letter dated 22 February 2000 and accompanying plans. The response to the question of whether further planning permission should be sought for the amended proposal will be given as soon as possible.

With regard to the omission of poles 3-7 and the change to the 'boundary' of the Eruv would you please let me know if this would result in additional properties being within the Eruv as I am not sure of the previously proposed 'boundary' to the west side of Sunny Hill Park.

Yours sincerely



Clive Townsend
Senior Planner
for Development and Regeneration

in partnership with local people

Fibbens Fox Associates**Chartered Town Planners**

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 020 8505 8138 (4 lines) Fax: 020 8506 1887

Directors:Heather Fox BSc Dip TP MRTPI
Graham Murdoch BSc (Hons) MRTPI ARICS
Carol Whatcott, Company Secretary**Consultants:**Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICSG. Morris Esq.
United Synagogue Eruv Committee
9 West Heath Road1
London NW5 7UX

Your reference

Our reference

GAM/1871/S1000/MGO

Date

14th March 2000

Dear Graham,

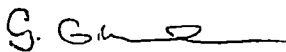
ERUV

Further to our recent telephone conversation, I enclose for your information a copy of my file note with Mr. Townsend. He is obviously anxious to deal with the matter as an amendment of the approved plans but because of the input from the ERUV objectors it seems that the decision is now out of this hands and it may well not follow that course. I have made a diary note to contact him again in a fortnight and will contact him on a regular basis until we know how matters are proceeding.

I know that the question of inclusion of properties within the ERUV is not a planning issue but he has asked me the question set out in the note and I would be grateful if Alan could clarify this point for me so that I can let him have the answer.

Kind regards

Yours sincerely,



Graham Murdoch pp

c.c. A. Perrin Esq.
E. Black Esq.
B. Levy Esq.

Enc.

Telenote Ref: 1871

ERUV

**NOTE OF A TELEPHONE CONVERSATION WITH CLIVE TOWNSEND – BARNET
PLANNING – ON TUESDAY 14TH MARCH 2000**

I contacted Mr. Townsend to discuss progress of the request for alterations to the ERUV gateways to be treated as amendments to the approved plan. He apologised that matters are progressing slowly and indicated that he believed the matter was going to become more controversial than he had hoped it would be. This is because the ERUV objectors have somehow become aware that the request has been made and are putting their views to the Council. Their position is that any alterations require a further application.

Because of this the decision is going to have to be made at a senior level – Mr. Townsend does not know by whom. It has not been passed up through the Department yet and he was unable to give me any indication of when it would be.

He also explained that he was going to write to me seeking clarification of the omission of the poles at the Sunny Hill site entrance and in particular whether this means that additional houses are going to be included within the area bounded by the ERUV. While I undertook to try and find this information out for him, I stressed that the inclusion of houses within the boundary of the ERUV was not directly a planning issue and that it was merely the question of the position and form of the gateways that required planning permission. He readily acknowledged this point.

Distribution: File

G. Morris Esq.

A. Perrin Esq.

E. Black Esq.

B. Levy Esq.

GAM/MGO

14.03.00

From: Edward Black <ebb@dentonwildesapte.com>
To: syma.weinberg@chief Rabbi.org <syma.weinberg@chief Rabbi.org>
Cc: graham@schreibers.com <graham@schreibers.com>;
rstanton@fladgate.com <rstanton@fladgate.com>
Date: 09 March 2000 13:58
Subject: Eruv

Syma, thank you for your fax. The two small changes are fine and I have made them in the text of the letter from the Chief Rabbi to the Charity Commission which is attached to this e-mail. Please send the original letter to Richard Stanton, Fladgate Fielder, 25 North Row, London W1R 1DJ. Richard will send it to the Charity Commission.

Richard, in addition to the text of the letter to the Charity Commission I have also included in this e-mail another page addressing the legal issues involved in the question of whether the establishment of the eruv will advance Judaism in the charitable sense. I hope you that will find this of some assistance.

Kind regards
EDWARD BLACK
PHONE: +44 (0)207 320 6598
FAX: +44 (0)207 320 6649
E-MAIL: ebb@dentonwildesapte.com

This e-mail is from Denton Wilde Sapte at 5 Chancery Lane, Clifford's Inn, London, EC4A 1BU. Tel: +44 (0) 20 7242 1212. Fax: +44 (0) 20 7404 0087. Website: www.dentonwildesapte.com. A list of our partners may be inspected at this address.

This e-mail is confidential to the ordinary user of the e-mail address to which it was addressed. If you receive it in error, please inform the sender by return e-mail or telephone us immediately.

-----(DH Footer)

TO BE TYPED ON LETTERHEAD OF THE CHIEF RABBI

Charities Commission for England & Wales
Harmsworth House
13-15 Bouverie Street
London EC4Y 8DP
Ref: YC-3961868/142 493-RC5 (Ldn)

Dear Sirs

The United Synagogue Eruv Committee

I have been asked to summarise the religious doctrinal authority behind the concept of an eruv and address briefly how the institution of an eruv relates to the observance of the Sabbath day (Shabbat).

The observance of Shabbat is one of the cornerstones of the Jewish religion. The fourth of the ten commandments comprises a two faceted commandment, first to remember Shabbat and keep it holy and second to refrain from work thereon. In relation to the cessation of work, Jewish law distinguishes 39 categories of activity which are forbidden on Shabbat. One of these is "*hotza'ah*" which can be defined as the transferring an item (*e.g.* by carrying) within an area that lacks a clearly defined and essentially continuous boundary.

It is a misunderstanding of the Shabbat laws to regard the establishment of an eruv as a "relaxation" of otherwise strict Jewish Law requirements. The provision of an eruv is a positive precept relating to the remembrance of Shabbat, it is not a "relaxation" of Jewish law. Jewish law permits carrying within a private home and within an area defined by an eruv. An entire tractate of the Talmud (Tractate Eruvin) sets out the details of the law applicable to the establishment and construction of eruvs). The institution of the eruv is not of Torah origin (*i.e.* it is not contained in the Five Books of Moses) it is, equally validly under Jewish law, an enactment of the sages. A passage in Tractate Eruvin (page 21b) tells of the introduction of the eruv by King Solomon stating: "When King

Solomon ordained the laws of the eruv. . . a heavenly voice proclaimed: "My son if thy heart be wise, my heart will be glad."

The recognition of the fact that the establishment of an eruv is a positive precept can be seen from the fact that a blessing is made at the time of its establishment. The text of the blessing reads: "Blessed are You, God, our Lord, King of the Universe, who has sanctified us with His commandments and commanded us concerning the precept of the eruv". This blessing text is identical in format to that recited in relation to other positive Jewish ~~precedents~~ *precepts* .

All of the great codifiers of Jewish law from the time of the Talmud to date have addressed the fact that the establishment of an eruv is a positive precept designed to enhance the sanctity of the Shabbat by establishing a boundary within which carrying and other "*hotza'ah*" work is permitted, thus avoiding inadvertent transgression of the precept prohibiting various kinds of work on the Shabbat.

The establishment of an eruv also enhances Shabbat observance by promoting what is known as "*Oneg Shabbat*" promotion of the joy of the Shabbat, an aspect of the positive precept of remembrance of the Shabbat. In particular the establishment of an eruv allows families who observe Shabbat to attend synagogue together and to worship as a family. In a town or city without an eruv it is not possible for all members of families with young children or members who cannot walk to attend Shabbat synagogue services together since pushing a pushchair or wheelchair on Shabbat is forbidden *hotza'ah* work. The establishment of an eruv, therefore, facilitates an increase in Shabbat synagogue attendance by individuals who are unable to walk as the establishment of an eruv permits the use of wheelchairs.

To sum up, the purpose of an eruv is the enhancement of Shabbat observance. The existence of an eruv is not a dispensation to carry or otherwise transfer things from one place to another (*hotza'ah*) in a manner inconsistent with maintaining the sanctity and spiritual character of Shabbat. The establishment of an eruv does not permit the use of any items otherwise prohibited on the Shabbat nor does it affect other Shabbat work-related prohibitions such as agricultural activity, cooking, sewing and the use of fire or electricity.

I trust that you find this helpful in assisting you to determine the charitable status of the United Synagogue Eruv Committee.

Yours faithfully

Chief Rabbi J Sacks

For letter to Charities Commission

The establishment of an eruv will advance Judaism in the charitable sense. It clearly acts to maintain the doctrines on which Sabbath observance, a key tenet of the Jewish religion, rests and the observances that serve to promote and manifest it. In the narrowest sense, the establishment of an eruv facilitates synagogue attendance for worship on the Sabbath among a substantial proportion of the Sabbath observant Jewish community which would otherwise be unable to attend the synagogue on the Sabbath. This aspect of enhancing Sabbath observance clearly also meets the public benefit test, (see *Neville Estates v Madden* 1962 1 Ch 832, 853) in which Cross J. (as he then was) states:

"The court is, I think, entitled to assume that some benefit accrues to the public from the attendance at places of worship of persons who live in this world and mix with their fellow citizens."

Turning now to the educational purpose question. As previously indicated, the educational object is primarily intended to cover the production and distribution of leaflets regarding Sabbath observance and the place of the eruv within the scheme of Sabbath observance. This will consist of the dissemination to members of the Jewish public in the area covered by the eruv through schools, synagogues, adult education centres and other means of educational materials concerning the eruv and Sabbath observance. It is also likely that such material will be disseminated to the wider public, for example, through the establishment and maintenance of an internet website providing information on the eruv and Sabbath observance.



FLADGATE FIELDER
SOLICITORS

—
Graham Morris Esq
9 West Heath Road
London NW3 7UX

Our ref BRL\14317\0002
Your ref
Direct dial 020 7462 2206
E-mail blevy@fladgate.com
Date 3 March 2000

—
Dear Graham

Eruv

I had a long chat with Shelagh Best at the Highways Agency at the beginning of the week. She has been involved in a public enquiry which was why she has not been writing to me.

She will talk to John Costa and try and sort out what is outstanding between the Eruv Committee and the Highways Agency but she is hopeful that there is no new planning application required and I told her that we had tried to get the amendments passed on the basis of delegated authority.

She is not sure whether the ~~fiveways~~ ^{five}ways Corner improvement scheme recently carried out affects the proposals.

I have sent her a couple of plans that Graham Murdoch kindly sent me and hopefully this will short circuit matters.

Yours sincerely

Brian Levy
Partner

229503v01\BRL



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Graham Morris, Esq
9 West Heath Road
London
NW3 7UX

Our ref RHS\14317\0001
Your ref
Direct dial 020 7462 2302
E-mail rstanton@fladgate.com
Date 28 February 2000

Dear Mr. Morris,

Eruv

Thank you for your letter of 24th February since when I have also heard from Mr. Black.

I attach a copy of my holding letter to the Charity Commission for your file.

Yours sincerely

Richard Stanton
Partner

226659v01\JBW

Charity Commission
Harmsworth House
13-15 Bouverie Street
London
EC4Y 8DP

RHS\14317\0003
YC.3961868.142493.RCS (Ldn)
020 7462 2302
rstanton@iladgate.com

28 February 2000

Attn : Miss Yudit Collard

Dear Miss Collard,

The United Synagogue Eruv Committee

I am aware that you will be contacting me again on this matter if you have not heard from us before the end of the month.

The present position is that the supplementary points raised in your letter of 9th September have been referred to the Chief Rabbi and I understand I can expect his letter any day now.

I will be in touch with you again as soon as I hear from him.

Yours sincerely,



Richard Stanton
Partner

9, West Heath Road London NW3 7UX
Tel 0171 433 3434 Fax 0171 433 3934

Mr R Stanton
Fladgate Fielder
25 North Row
London
W1R 1DJ

24 February 2000
by fax: 020 7629 4414

Dear Mr Stanton

Eruv

Thank you for your letter dated 22 February 2000 with its enclosure and for all your assistance with regard to this difficult matter.

I have spoken to Edward Black who hopes to have the letter from the Chief Rabbi by Monday of next week so that it may be despatched before the end of the month. If he is not able to keep to this deadline he will let you know with a view to your sending on Monday a holding letter to the Charity Commission.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr E Black
by fax: 0171 320 6649



Fibbens Fox Associates

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Consultants:

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John Edwards FRICS

Graham Morris Esq

United Synagogue Eruv Committee

9 West Heath Road

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With Compliments

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John Edwards FRICS

Director of Environmental Services
London Borough of Barnet
Development & Protection Division
Barnet House
1255 High Road
Whetstone
London N20 0EJ

Your reference ERUV4
Our reference GAM/1871/AP5/MGO
Date 22nd February 2000

ATT: CLIVE TOWNSEND ESQ.

Dear Sir,

TOWN AND COUNTRY PLANNING ACT 1990 - ERUV

Further to our meeting on 21st January I am writing to formally enclose revised drawings prepared by Alan Perrin which we would ask you to consider as amendments to the approved plans.

I enclose a series of drawings, some of which have been amended following meetings on site involving Mr. Perrin and Mr. Koster. The changes are proposed using the series of reference numbers that has been adopted by the Council in preparation of the licence and to this extent they will differ to the location numbers set out in the original application drawings. Most are however based on your plans.

Poles 3 – 9 inclusive. Alterations to the entrances to Sunnyside Park mean that this whole area has been reconsidered. It is now proposed to continue the boundary of the ERUV up the M1 to the A41 flyover and then back down using the central reservation. This would mean that poles 3 – 7 (inclusive) would all be omitted and poles 8 and 9 would be relocated.

Poles 71 – 72. The location at the top of the ramp has caused a potential problem in that the underpass is not included. It is now proposed to locate pole 71 approximately 3m from the highway on top of the far side of the wall to the subway. The proposed pole is 5.5m high to accommodate the differences in levels which are identified on the plan. Pole 72 again is approximately 3m from the highway adjacent to the fence using a 4.5m high pole. The span is approximately 5.2m.

Ref: 1871

To: LB Barnet

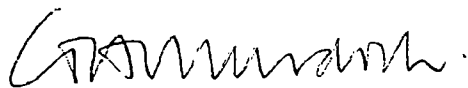
22.02.00

Pole 73. A small section of fence has been removed at the rear of the flats and it is proposed to move the pole a small distance to compensate. The new post is centered on a stone work wall approximately 0.25m from the highway. The pole is 4.5m high and the span to pole 74 is approximately 4.4m.

Pole 87. This was located about 7 years ago in order to address the Council's desire to see the shortest possible span. A short move, slightly lengthening the span, could overcome the practical difficulties now being experienced in trying to resolve the problem of placing a pole on this bridge over the motorway.

The changes that are proposed here represent, we believe, significant improvements not least by omitting a number of poles. They are all relatively minor and we trust that in these circumstances they can be dealt with as an amendment to the approved plans rather than by a new application with the consequent delay implications. Please note that I am copying this letter as a matter of courtesy to both John Koster and John Penhey. I would welcome any thought you have on the matter and hopefully a positive response. Should you have any questions or need to discuss the matter further please do not hesitate to contact me.

Yours faithfully,



Graham Murdoch

c.c. J. Penhey Esq.
J. Koster Esq.
A. Perrin Esq.
G. Morris Esq.
E. Black Esq.
B. Levy Esq.



FLADGATE FIELDER
SOLICITORS

Graham Morris, Esq
United Synagogue Eruv Committee
c/o 9 West Heath Road
London
NW3 7UX

Our ref RHS\14317\0003
Your ref
Direct dial 020 7462 2302
E-mail rstanton@fladgate.com
Date 22 February 2000

By Post & Fax No: 433 3934

Dear Mr. Morris,

ERUV

Jonathan Cantor has asked me to progress the application to the Charity Commissioners.

We need to reply to the points raised in their letter of 9th September, a copy of which I enclose.

They were hoping for a reply from us by the end of the month and whilst I think it would be better to deal with all the outstanding points in one operation, nevertheless if you can deal with any of them at this stage, that would be helpful.

Alternatively if you are waiting to hear from the Chief Rabbi please let me know and I will advise the Charity Commission accordingly and let them now that we are actively pursuing the matter at this end.

I am sending a copy of this letter to Edward Black.

Yours sincerely

Richard Stanton
Partner

223459v01\JBW

for England and Wales
Harmsworth House
13-15 Bouverie Street
London EC4Y 8DP

Direct Line: 0171 674 2432
Fax: 0171 674 2302
General Enquiries: 0870 3330123 (Voice)
0870 3330125 (Minicom)

Website: <http://www.charity-commission.gov.uk>

Your Ref: JBC/1437/003
Our Ref: YC-3961868/142493-RCS (Ldn)

Date: 09 September 1999

Mr J Cantor
Fladgate Fielder
25 North Row
London
W1R 1DJ

Dear Mr Cantor,

The United Synagogue Eruv Committee

Thank you for your letters and enclosures dated 23 August and 3 September.

Although we appreciate your desire to have the committee registered before the up coming Jewish holidays, we do not yet have sufficient information to conclude that the Committee is established for charitable purposes. There are two main areas that we need further information on, these are - how the Eruv promotes the advancement of Jewish faith and the issue of public benefit.

1. The letter that we were provided with from the Beth Din dated 11 February 1993 does not completely address the issue of how the construction of an Eruv advances Judaism. The letter does state that the provision of an Eruv is a "positive precept" in Jewish law but does not expand upon this. We need to be able to see how (from a doctrinal point of view) the establishment of something that relaxes the strict Sabbath requirements can be seen to both promote observance of the Sabbath and promotes the advancement of the Jewish faith. I would be grateful therefore if you could let me have details of the doctrinal authority behind the concept of an Eruv, and how this concept works within the strict Sabbath observances and how this will advance Judaism in the charitable sense.
2. Not all religious observances are necessarily charitable. All organisations seeking registration have to be able to demonstrate that they are established for the public benefit, if they can not they are deemed not to be charitable. Examples of this would be trusts established for the saying of masses in private, or gifts to send pilgrims to Mecca as the public benefit is outweighed by the individual benefit. The Beth Din letter states that the construction of an Eruv "enhances the Sabbath enjoyment of all..." and that it is a "public symbol of tolerance and mutual respect...". We do not feel that either of these statements provides sufficient indication that the construction of an Eruv is for the public benefit in the charitable sense. Can you therefore please expand upon how the establishment of the Eruv is for the public benefit and put forward a detailed argument aimed at resolving this issue.

There is a minor concern regarding the educational aspect of the committee. The objects as currently worded contain an educational object, you have stated that this is intended to cover the production and distribution of leaflets regarding the Eruv and Sabbath observance.

Is the committee intending to undertake other educational activities? If so, please provide me with complete details including what is proposed, and to whom available.

I look forward to receiving your reply, which will be responded to within 15 working days.

Yours sincerely

A handwritten signature in cursive script, appearing to read 'Y. Collard', written in black ink.

Yudit Collard (Miss)

Edward Black

32 Hampstead Way
London NW11 7JL

Telephone: 0181 455-0454(H); 0171 320-6598(O)

Telefax: 0181 930-4203(H); 0171 320-6649(O)

E-Mail: eblack@dircon.co.uk(H); ebb@dentonhall.com(O)

07 February 2000

To: Graham Morris

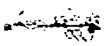
From: Edward Black

Just a line to confirm that a final draft of the eruv piece for the Chief Rabbi is with my secretary for typing and will (*bli neder*) be forwarded to the Chief Rabbi's Office tomorrow (Tuesday)

Best regards



1819879.01



Fibbens Fox Associates

Chartered Town Planners

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Graham Morris Esq
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9 West Heath Road
London NW3 7UX

With Compliments

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John Edwards FRICS

Alan Perrin Esq
2nd Floor
Roman House
296 Golders Green Road
London NW11 9PY

Your reference

Our reference

Date

GAM/1871/S1000/PCF
4th February 2000

Dear Alan,

ERUV

John Koster rang me this morning to confirm that he visited various sites with you yesterday following our meeting two weeks ago.

I understand from that discussion that Clive Townsend has also visited the sites. I understand that you have agreed a basic approach in the area around the sub-way because Clive Townsend wants to avoid siting the poles too far away from the trunk road. I also understand that there was some matters raised in respect of the footpath to Clita House Playing Fields which need to be dealt with. John Koster said that you were looking to produce some revised drawings which I would then send to the Council asking Mr. Townsend to treat these as a minor departure from the approved scheme. The impression that Mr. Koster gave me was that Clive Townsend would be looking to adopt that approach if he possibly could and obviously the sooner we have the drawings the sooner we will be able to pass them through.

With kind regards.

Yours sincerely



Graham Murdoch

c.c. Graham Morris Esq
Edward Black Esq
Brian Levy Esq

**FLADGATE FIELDER**
SOLICITORS

25 North Row • London • W1R 1DJ
Tel: 0171 323 4747 • Fax: 0171 629 4414 • DX 9057 West End

FAX TRANSMISSION

TO :		YOUR REF :	
ATTENTION :	Graham Morris	FAX NO :	0171 433 3934
FROM :	Brian Levy	OUR REF :	BRL\14317\0002\210616v01\JZM
DIRECT DIAL :	0171 462 2206	E-MAIL :	blevy@fladgate.co.uk
DATE :	31 January 2000	NO OF PAGES :	4
			(including this page)
SUBJECT :	Section 278 Agreement		

The contents of this fax are confidential to the recipient named above. If you receive this fax by mistake, please be aware that this confidentiality is to be respected and the information is not to be copied or passed on in any way. We would ask you in such cases to inform us immediately and to return the original fax to us.

**FLADGATE FIELDER**
SOLICITORS

25 North Row • London • W1R 1DJ
Tel: 0171 323 4747 • Fax: 0171 629 4414 • DX 9057 West End

FAX TRANSMISSION

TO	: London Borough of Barnet	YOUR REF	: DEV2.38400.JMP/sb
ATTENTION	: John Penhay	FAX NO	: 0181 359 2680
FROM	: Brian Levy	OUR REF	: BRL\14317\0002\210581v01\JZM
DIRECT DIAL	: 0171 462 2206	E-MAIL	: blevy@fladgate.co.uk
DATE	: 31 January 2000	NO OF PAGES	: 3 (including this page)
SUBJECT	: Section 278 Agreement		

Dear Mr Penhay

Thank you for your fax of the 28th January.

(1) Agreed.

(2)(i) This is a problem. My clients should indemnify you against claims in respect of the poles and apparatus, the subject of the licence. They do not wish to indemnify the Council against third party claims generally which may have absolutely nothing to do with the Eruv apparatus.

(2) I see no problem with your proposals in respect of clause 4.

Yours sincerely

Brian Levy

The contents of this fax are confidential to the recipient named above. If you receive this fax by mistake, please be aware that this confidentiality is to be respected and the information is not to be copied or passed on in any way. We would ask you in such cases to inform us immediately and to return the original fax to us.



Borough Solicitor

The Town Hall, The Burroughs, Hendon,
London NW4 4BG

t: 0181-359 2000 www.barnet.gov.uk Doc. Ex: 59318 Hendon

Mr B. Levy
Messrs Fladgate Fielder
25 North Row
LONDON W1R 1DI

contact: John Penhey
tel: 0181-359 2510
e-mail: john.penhey@barnet.gov.uk
fax: 0181-359 2680
date: 28 January, 2000
our reference: DEV2.38400.JMP/sb
your reference: BRL/14317/0002
Genuine Creer Borough Solicitor

in partnership with local people

Dear Mr Levy

RE: THE UNITED SYNAGOGUE ERUV COMMITTEE

I write following my letter of 20th January. I have today received instructions on the following points:-

(1) Clause 3(d)(ii)(b)

I can agree to delete reference to "annoyance". The clause should be reinstated as originally drawn, except that the expression "or annoyance", wherever it appears, will be omitted.

(2) Clause 3(i)

The Chief Finance Officer wishes this clause to be adapted so that it requires:

- (i) Insurance cover which will provide indemnity against Third Party claims generally, rather than just against claims in respect of which the Council is to be indemnified by the Licensee.
- (ii) Insurance in the sum of £10,000,000 any one claim/policy year (the £10,000,000 figure to be reviewable as already provided).

(3) Clause 4

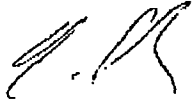
I can agree a 14 day advance notice provision in Clause 4(i) provided that that sub-clause is made subject to an amplified sub-clause (2), so that the latter will prevail, and the Council may do work without notice, in the circumstances already identified and also in any other circumstances where the Council considers that it needs to take steps urgently.

I will let you have suggested re-drafts of the clauses next week.



As to Wildwood Road (my letter of 10th November refers) I wrote to the Superintendent of Hampstead Heath on the 20th December in terms that I did not think that his claim was sustainable. I have received no response.

Yours sincerely



John Penhey
for BOROUGH SOLICITOR



Fibbens Fox Associates

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John Edwards FRICS

Graham Morris Esq
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9 West Heath Road
London NW3 7UX

With Compliments

Fibbens Fox Associates

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John Edwards FRICS

Acting Chief Highways Officer
London Borough of Barnet
Barnet House
1255 High Road
Whetstone
London N20 0EJ

Your reference

Our reference

GAM/1871/AP5/PCF

Date

27th January 2000

ATT: MR. J. KOSTER

Your Ref: HWYS/JDK/H12FF/ERUV4

Dear Mr. Koster,

ERUV

Thank you for the time and attention given at our meeting last Friday to discuss the above matter. As normal I enclose for your information a copy of my file note which is intended to be an accurate record of the matters we discussed. I would therefore be grateful if you could let me know if either you or your colleagues feel I have omitted or misrepresented anything that was said.

Obviously as identified in paragraph 10 the next step is for the meeting to be arranged between yourself and Alan Perrin and I would be grateful if this could be done as quickly as possible as I know my clients are anxious to move this matter forward.

Thank you for your assistance.

Yours sincerely



Graham Murdoch

c.c. J. Penhey Esq
C. Townsend Esq
A. Perrin Esq
G. Morris Esq
E. Black Esq
B. Levy Esq

Enc.

File Note Ref: 1871

ERUV

**NOTES OF A MEETING AT THE LONDON BOROUGH OF BARNET ON
FRIDAY 21ST JANUARY 2000**

PRESENT:	Mr. J. Koster	-	LB Barnet Highways
	Mr. J. Penhey	-	LB Barnet Legal
	Mr. C. Townsend	-	LB Barnet Planning
	Mr. A. Perrin	-	United Synagogue Eruv Committee
	Mr. G. Murdoch	-	Fibbens Fox Associates Ltd

1. The meeting had been arranged to discuss possible amendments and deletions of Eruv poles that had arisen as a result of a recent revisit by Mr. Perrin and colleagues.
2. These were explained by reference to a series of plans, using the Council's numbering system, which had been faxed to Mr. Koster by Mr. Murdoch.
3. Poles 71/72. The location at the top of the ramp causes a potential problem in that the underpass is not included. Mr. Perrin is proposing to address this by relocation to the foot of the ramp. Mr. Townsend recalled that this location had been a problem to the Committee when Eruv 3 was considered, as a result of which it was agreed that it may be sensible to see whether the problem could be addressed by relocating the pole at the top of the ramp to cover the subway. To this end it was agreed that Mr. Koster and Mr. Townsend would visit the site with Mr. Perrin to make a full assessment.
4. Pole 73. A section of fence had been removed at the rear of the flats and it is proposed to move the pole a small distance to compensate. Again it was felt that it would be useful to look at this location on site and Mr. Koster stressed the need to place it just behind the footway to avoid a Highways Agency issue.
5. Pole 87. Mr. Perrin had looked back over the history of this pole and identified it was located about 7 years ago in order to address a Council desire to see the shortest possible span. A short move, slightly lengthening the span, could overcome the practical difficulties now being experienced and would, he believed, solve the problem here.
6. Poles 3-9 inc. Alterations to the entrances to Sunnyside Park mean that this whole area has been reconsidered. It is proposed to continue the boundary up the M1 to the A41 Flyover and then back down using the Central Reservation. Poles 3-7 inc would be omitted and 8 and 9 relocated.
7. Mr. Penhey identified from a licensing viewpoint each site will need to be visited again.
8. Mr. Townsend will discuss with colleagues whether the alterations can be treated as an amendment of the approved plans and give a decision once the question of poles 71/72 has been resolved.

File Note Ref: 1871

ERUV

9. He confirmed that if there is a new application it will have to go to the main Committee because the site straddles area boundaries.
10. The next step is for the question of Poles 71/72/73 to be resolved in a site meeting to be arranged by Mr. Koster and Mr. Perrin.

**Distribution: All present plus G. Morris Esq
B. Levy Esq
E. Black Esq**

**GAM/PCF
24.01.00**



Borough Solicitor
The Town Hall, The Burroughs, Hendon,
London NW4 4BG
t: 0181-359 2000 www.barnet.gov.uk Doc. Ex: 59318 Hendon

Mr B Levy
Messrs Fladgate Fielder
25 North Row
London W1R 1DJ

contact: John Penhey
tel: 0181-359 2510
e-mail: john.penhey@barnet.gov.uk
fax: 0181-359 2680
date: 20 January, 2000
our reference: DEV2.38400.JMP/MS
your reference: BRL/14317/002

Graeme Creer Borough Solicitor

Dear Mr Levy

RE: THE UNITED SYNAGOGUE ERUV COMMITTEE

I write following our telephone conversation on 24 December last. I am sorry not to have written to you sooner.

I have referred your points about clauses 3(d)(ii)(b) and 4(1) to John Koster and will let you know when I have his response.

The Chief Finance Officer is happy with the Norwich Union wording supplied. However, before he can approve the insurance position, so far as the Council is concerned, he will need to be satisfied about the definitively worded policy itself. In particular, he will need to be satisfied as to the identify of the insured, the activities in respect of which cover is provided and the amount of cover. As to the amount of cover, I await some comments from the Insurance Manager. I hope to obtain these tomorrow and will then write to you about that and about any amendments to clause 3(j) which the Insurance Manager may require.

I will write to you within the next week on the remaining points which are outstanding.

Yours sincerely

for BOROUGH SOLICITOR

in partnership with local people



FLADGATE FIELDER
SOLICITORS

With the compliments of Brian Levy
Partner

25 North Row • London W1R 1DJ • Tel: 0171 323 4747 • Fax: 0171 629 4414 • DX 9057 West End
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COMPANIES HOUSE

If you need to contact us regarding
this notice, please quote reference

THE DIRECTORS
THE UNITED SYNAGOGUE ERUV COMMITTEE
9 WEST HEATH ROAD
LONDON
NW3 7UX

ARD / 03749885

Date: 14 JANUARY 2000

COMPANIES ACT 1985

(as amended by Companies Act 1989)

NOTICE OF ACCOUNTING REFERENCE DATE

Your company's Accounting Reference Date is 31/03

Unless you change the first accounting period by completing form 225 enclosed,
your first accounts should cover the period from the date of incorporation, i.e.

9/ 4/99 to 31/ 3/00 and should be filed no later than 31/ 1/01

The first accounts filed by the company must cover a period starting with the
date of incorporation even if the company did not start to operate until later, or
it did not trade at all in the first accounting period.

**Please note that if you file these accounts late your company will incur an automatic
financial penalty which increases with the period of delay.**

The company must **ALSO** complete a Return each year on form 363. A
part-completed (shuttle) return will be sent to you shortly before the due date
(for some companies this may be different from the **ACCOUNTS** year-end date).
If you need a shuttle earlier, or would like advice on changing the Return Date,
please ring 01222 380207.

Failure to deliver accounts and returns on time is a criminal offence.

If you no longer require the company, please telephone us on 01222 380092 or
380037.

If you would like a copy of our leaflet explaining your company's filing
requirements, please ring 01222 380801 and ask for leaflet CHN19, (or fax your
request on 01222 380566)

COMPANIES HOUSE
CARDIFF
CF4 3UZ
Tel: (01222) 380023

Fibbens Fox Associates

Chartered Town Planners

31 The Broadway, Woodford Green, Essex IG8 0HQ Tel: 0181-505 8138 (4 lines) Fax: 0181 506 1887

Directors:

Heather Fox BSc Dip TP MRTPI
Graham Murdoch BSc (Hons) MRTPI ARICS
Carol Whatcott, Company Secretary

Consultants:

Ian Taylor BA (Hons) Dip ARCH (Hons) RIBA
John Edwards FRICS

Graham Morris Esq
United Synagogue Eruv Committee
9 West Heath Road
London NW3 7UX

Your reference

Our reference

Date

GAM/1871/S1000/PCF
13th January 2000

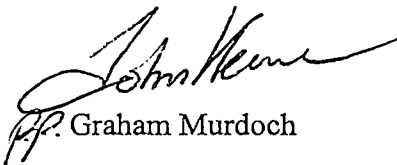
Dear Graham,

ERUV

I am aware that you are now back in the office after the Christmas/New Year break. I have been trying to contact Mr. Koster upon my return last week but unfortunately he has been, and is still, off sick. He has not been back in the office since Christmas and his colleagues firstly assume that he has flu and secondly do not know when he is likely to return. I will keep trying and organise a meeting as quickly as I can.

With kind regards.

Yours sincerely



Graham Murdoch

c.c. Alan Perrin Esq
Edward Black Esq
Brian Levy Esq

9, West Heath Road London NW3 7UX
Tel 0171 433 3434 Fax 0171 433 3934

Mr J Cantor
Fladgate Fielder
25 North Row
London
W1R 1DJ

13 January 2000

Dear Jonathan

The United Synagogue Eruv Committee

Thank you for your letter dated 22 December 1999 with its enclosure. I have not seen a copy of the letter from Miss Collard but from your reply it appears she was endeavouring to close her file. Needless to say, we must not let her do so and I agree with the line you have taken.

I have left with Edward Black and the Chief Rabbi the preparation of the letter to deal with the points raised by Miss Collard but unfortunately this has taken longer than expected. I shall remind everyone of our need to reply without further delay and I hope to be able to get back to you within the next week or so.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr E Black

9, West Heath Road London NW3 7UX
Tel 0171 433 3434 Fax 0171 433 3934

Mr B Levy
Fladgate Fielder
25 North Row
London
W1R 1DJ

13 January 2000

Dear Brian

Eruv

Thank you for your letters dated 22 December 1999 and 4 January 2000 and for the copies of the letters you have written to John Penhey and Shelagh Best. I cannot see any objection to the letter which John Koster proposes writing to the residents and I am pleased to see that progress is being made, if slowly, with the Agreement. We have missed the Millennium deadline but I do hope that John Penhey will have got the information he was expecting by 4 January and that you will then be able to agree the form of the draft Agreement and hopefully then proceed with the Highways Agency agreement.

So far as the thorny problem of complaints and the question of "annoyance" are concerned, I am minded to concede since Barnet has so many other powers to terminate the Licence we will be in their hands in any event and we shall have to rely on political clout to ensure that they do not act capriciously. I would adopt a similar approach to Clause 4.1 if you cannot extract further concessions out of John Penhey. I note the problem with regard to the road which crosses the M1 and Graham Murdoch is in fact attempting to arrange a meeting with John Koster at which this and other technical matters will be discussed.

With all good wishes

Yours sincerely

Graham Morris

cc: Mr G Murdoch
 Mr E Black



FLADGATE FIELDER
SOLICITORS

Graham Morris Esq
9 West Heath Road
London NW3 7UX

Our ref BRL\14317\0002
Your ref
Direct dial 0171 462 2206
E-mail blevy@fladgate.co.uk
Date 4 January 2000

dictated 24/12/98

Dear Graham

Eruv

John Penhay of the London Borough of Barnet telephoned me on Friday afternoon to apologise for the delay in dealing with my letter of the 29th November. He has been off sick and his computers are now backed up so he cannot get the letter out to me.

1. As to the deposit clause, he is still awaiting input from his legal manager which he hopes to get by the 4th January.
2. Ditto insurance where he tells me he will have an answer by the 4th January.
3. Fees, he hopes to deal with in the early part of January.
4. The thorny problem of complaints and the question of "annoyance" – if we leave the clause as drafted, he tells me that the decision will be made by the head of highways services on an objective basis. I do not know if this will satisfy you. You will readily appreciate that what I am concerned with is that a bureaucrat simply wants to get the matter off his desk and so he sympathises with a local objector. It is not necessarily the case that the higher up the ladder the decision is made, the more objective it is. Please let me have your views.
5. The problem with clause 4.1 of the agreement is that the Council can decide that we are in breach and carry out work without giving us notice. Mr Penhay is anxious to ensure that the period of notice when coupled with the original notice does not protract the matter out indefinitely.

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cont.../

I have offered him, obviously, get- outs for emergencies and I have also offered him "such period of notice as is reasonable in the circumstances". If, in practice, two or three days is the only period they can give us then I would settle for this. He will take instructions.

6. The Highways Agency are apparently giving Barnet problems with the road which crosses the M1. They are saying that there is no room for any depth of foundations on the bridge over the M1 and there is a basic problem with having a very broad plate on which to stand the poll. I think Mr ~~K~~ ^Roster has asked Graham Murdoch for a meeting to discuss it.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Brian Levy', with a long, sweeping horizontal stroke extending to the right.

Brian Levy
Partner



Fibbens Fox Associates

Chartered Town Planners

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John Edwards FRICS

Graham Morris Esq
United Synagogue Eruv Committee
9 West Heath Road
London NW3 7UX

With Compliments

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Acting Chief Highways Officer
London Borough of Barnet
Barnet House
1255 High Road
Whetstone
London N20 0EJ

Your reference

Our reference

Date

GAM/1871/AP5/PCF
23rd December 1999

ATT: MR. J. KOSTER
Your Ref: HWYS/JDK/H/H/12FF/ERUV4

Dear Sir,

ERUV

Thank you for your letter of 21st December concerning the above matter.

In addition to the point you have raised, my clients have been reviewing the plans and rechecking the routes as a result of which there are some further amendments they feel may be necessary, including opportunities where poles are no longer required. I believe your suggestion to meet to discuss this is a very good idea and I think we should also involve Mr. Townsend from the Planning Department and John Penhey. To this end I wonder if I could suggest that we try and arrange a meeting during the first full week of January ie Monday 10th onwards. It would be helpful from my client's point of view if the meeting could be held first thing in the morning as we have done on the last two or three occasions. Perhaps I could ask you to liaise with your colleagues and suggest 9.00am on one of those days.

Thank you for your help in this matter.

Yours faithfully,



Graham Murdoch

c.c. C. Townsend Esq
J. Penhey Esq
G. Morris Esq
A. Perrin Esq
E. Black Esq
B. Levy Esq



FLADGATE FIELDER
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Graham Morris Esq
United Synagogue Eruv Committee
c/o 9 West Heath Road
London NW3 7UX

Our ref	BRL\14317\0002
Your ref	
Direct dial	0171 462 2206
E-mail	blevy@fladgate.co.uk
Date	22 December 1999

Dear Graham

Section 278 Agreement

Herewith draft letter received from John Koster together with a draft of the letter to write to residents. It does not take us very far but it shows something is happening at Barnet!

Yours sincerely

Brian Levy
Partner

193977v01\JZM

FAX MESSAGE

to: Brian Levy	from: John Kester
at: Pladgate Fielder	of: LBB Highways Services
fax No.: 0171 629 4444	fax No.: 0181 359 4152/4145
	tel. No.: 0181 359 4384

No. of pages including this one: 2
If you do not receive all pages please contact the above.

2/12/99

12.50 pm

Re:
ERUV - Sample Letter to Residents

Message:

Dear Mr. Levy,

I attach a sample letter
which should be sent to residents.
It should be sent to residents of
properties which will have Eruv poles
erected in close proximity to the frontage.
If you have any comments, I would
be grateful if you could contact me.

Regards,
John Kester

DRAFT

Dear Resident,

REG: Erection of Poles and Wires For The Purpose Of Forming an Eruv

I am writing to inform you that it is intended to erect a pole on the footway outside your property. A wire will be attached to this pole, which will be strung across the Highway. The poles and wires will form part of the perimeter to the Eruv, of which you are possibly aware as a result of consultations during the Planning Process.

The poles and wires are being installed following the grant of licence to the United Synagogue Eruv Committee (USEC) by the London Borough of Barnet.

It is planned to carry out the works in the week commencing _____
I apologise on behalf of USEC for any inconvenience that the work may cause.

Yours Faithfully,



FLADGATE FIELDER
SOLICITORS

— Mr Graham Morris
9 West Heath Road
London
NW3 7UX

JBC\14317\0003

Our ref

Your ref

Direct dial

E-mail

Date

0171 462 2356

jcantor@fladgate.co.uk

22 December 1999

—

Dear Graham

Eruv

I enclose a copy of a letter I have written to the Charity Commission ensuring that they do not close the file on this matter. I have not heard from you since 10 September when you mentioned you were going to discuss matters further with Edward Black.

This matter is now being dealt with by Richard Stanton of our tax department, but since he is currently absent from the office, I will be your first point of contact for the time being.

Yours sincerely

Jonathan Cantor
Fladgate Fielder

c.c. Richard Stanton

Daniel Drukarz



FLADGATE FIELDER
SOLICITORS

—Miss Yudit Collard
Charity Commission for England and Wales
Harmsworth House
13-15 Bouverie Street
London EC4V 8DP

JBC\14317\0003
Our ref YC-3961868/142493-RCS(Ldn)
Your ref 0171 462 2356
Direct dial jcantor@fladgate.co.uk
E-mail
Date 22 December 1999

By fax and post

Dear Miss Collard

The United Synagogue Eruv Committee

Further to your letter of 6 December 1999, I confirm that my client does wish to proceed with the application for registration as a charity. They are in the process of collating various documentation to support the application that you have requested and hope to revert to you early next year.

Please confirm that the application will not be closed.

Yours sincerely

Jonathan Cantor
Fladgate Fielder

c.c. Daniel Drukarz

Graham Morris



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With the compliments of Brian Levy
Partner

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John Penhey Esq
London Borough of Barnet
The Town Hall
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Hendon
London NW4 4BG

Our ref	BRL\14317\0002
Your ref	DEV2.38400/JMP
Direct dial	0171 462 2206
E-mail	blevy@fladgate.co.uk
Date	21 December 1999

Dear Mr Penhey

The United Synagogue Eruv Committee

I have not heard from you after my letter of the 29th November and I hope that your family are recovered.

I am anxious to progress the documentation before the Christmas break. If you would be good enough to let me hear from you we can try and finalise it.

Yours sincerely

Brian Levy
Partner

Copy: Graham Morris

192157v01\JZM



FLADGATE FIELDER
SOLICITORS

COPY
COPY

Mrs Shelagh Best
The Highways Agency
5/13 St. Christopher House
Southwark Street
London SE1 0TE

Our ref BRL\14317\0002
Your ref HA36/1/192
Direct dial 0171 462 2206
E-mail blevy@fladgate.co.uk
Date 21 December 1999

Dear Mrs Best

The Barnet Eruv

I do not think I have heard from you since I wrote to you on the 5th November.

My clients were very anxious to finalise the entire agreement before the Christmas break.

I would be grateful if you would let me hear from you, please.

Yours sincerely

Brian Levy
Partner

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