

Alfred Baker Sands

Correspondence

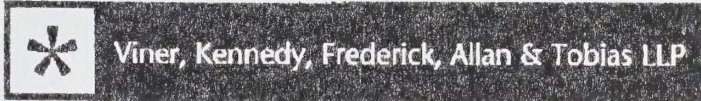
Viner, Walter
2005

QUEEN'S UNIVERSITY ARCHIVES	
LOCATOR	5095.5
BOX	8
FILE	33

Barristers & Solicitors

27 Place d'Armes
P.O. Box 116
Kingston, Ontario
K7L 4V6

Phone 613 542 7867
Fax 613 542 1279
Web Site www.vkfat.on.ca



Fax Cover Sheet

To: DR ALFRED BADER

Fax No.: 1-414-277-0709

From: WALLY VINER

Date: MARCH 10/05 Page(s) including cover sheet: 8

COMMENTS: _____

DR BADER

I WILL NOT SEND THE ORIGINAL LETTER

UNLESS YOU WOULD LIKE IT FOR YOUR FILES.

THANK YOU FOR YOUR TIME

WALLY VINER

Sent from (613) 542-1279. If there is any problem with this transmission, please call _____ at (613) 542-7867

This transmission is intended only for the addressee. It may contain privileged or confidential information. Any unauthorized disclosure is strictly prohibited. If you have received this transmission in error please notify us immediately so that we may correct our transmission. Please then destroy the original. Thank you.

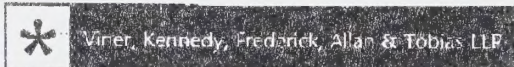


Barristers & Solicitors
Trade-mark Agents

27 Place d'Armes
P.O. Box 115
Kingston, Ontario
K7L 4Y6

Phone 613 542-7867
Fax 613 542-1279

Web: www.vinerkennedy.com



Direct Line: 542-7045

Email: wviner@vinerkennedy.com

March 10, 2005

Dr. Alfred Bader
2961 North Shepard Avenue
Milwaukee, Wisconsin
U.S.A. 53211

Dear Dr. Bader:

I was pleased to once again listen to a D'vros Torah presented by you in Kingston. You have the ability to find an area surrounded in mystery and shine the light of knowledge upon it.

It was unfortunate that I had to depart from lunch without taking proper leave, however, there was an interesting discussion taking place which I did not wish to interrupt and I had to make a 2:30 train to Toronto.

I had been hoping to find an opportunity to speak to you directly in regard to a pressing matter within our community and hopefully receive a favourable response.

I am somewhat ill at ease given your comments alluding to the abilities of a former Queen's fund raiser. Fund raising is not my forte so please do not shoot the messenger.

Our Jewish community has lost several significant benefactors over the past 15 years. Men and women of vision who valued maintaining a vibrant Jewish identity. We are now faced with a younger community who have not as yet developed the love nor the financial ability to consider Tzedukah.

As you know, the community owns Hillel House, which is adjacent to the Shul. To accommodate the Jewish students, a rental of some \$8,000.00 per year is charged. That accommodation, if it were leased on the open market, would likely bring in \$18,000.00, however it has been felt that there are mutual benefits to the community and Shul to have them nearby and the community has felt an over-all obligation to maintain a Hillel presence on campus.

That historical building some weeks ago incurred significant roof leakage and we are now looking at \$60,000.00 just for repair to roof and the interior damaged premises.

Walter W. Viner, Q.C.
Cillian L. Purvis

Mark A.B. Frederick
Andrew G.C. Holywell

Garth B. Allan
Janette L. Modler

Peter B.B. Tobias
Robert R. Kennedy, Q.C.

Carolyn J.N. Knight
Peter S. Kennedy (Retired)



-2-

This is occurring at a very inopportune time, as for the past 2 months the synagogue has had a committee looking into its governance and expenditures since we have had a deficit on operations the past 3 years, now totaling some \$70,000.00, so financing is on everyone's mind.

In addition we are in discussions with Rabbi Elkin for a new contract of employment. The Rabbi has requested that the Board provide him and Gitel with a pension of some \$10,000.00 per year upon his retirement. That sum certainly does not appear outrageous, but it would necessitate approximately \$175,000.00 which the community would, in the face of other operating costs, find oppressive and such a request to the community may well open the door to a discussion that the Shul change its affiliation to Conservative. While this in reality may not occur, the effect will be divisive within the community and no doubt Rabbi Elkin and Gitel will somehow feel that they have "failed" which is not the case as they care both very compassionate and caring individuals who epitomize Judaic values and menschlachkite.

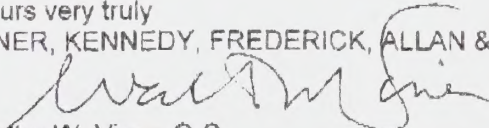
The reason that I bring all this to your attention is that the Shul absorbs significant carrying costs in addition to extra-ordinary repairs and if there was some relief from that, there would be funds available for the community to consider incurring the expenditure to fund the Rabbi's pension.

I would very much appreciate an opportunity to speak with you in the very near future to see if there was some consideration that might be given for either a contribution to Beth Israel where the funds are allocated for the purpose of the Rabbi's pension, or funds provided to Hillel House with appropriate designation which would alleviate that burden and perhaps also enhance Hillel's programs by bringing in exceptional speakers from time to time.

I may be reached throughout the day at (613) 542-7045 or evening at (613) 542-5466. My e-mail is wviner@vinerkennedy.com.

I look forward to hearing from you shortly and would ask that you convey my regards to your wife Isabel and son Daniel and extend to all a mozel tov on David's forthcoming wedding.

Yours very truly
VINER, KENNEDY, FREDERICK, ALLAN & TOBIAS, LLP



Walter W. Viner, Q.C.
WWW/ig

P.S. By the way, Hillel is now in its 60th year. I am enclosing a copy of the original Letters Patent which may interest you. I am writing this letter as Chair of Hillel Advisory Board and a Past-President of the Shul. Rabbi Elkin is unaware of the contents of this letter.





Province of Ontario

By the Honourable

GEORGE HARRISON DUNBAR,

Provincial Secretary,

To all to whom these Presents shall Come
Greeting

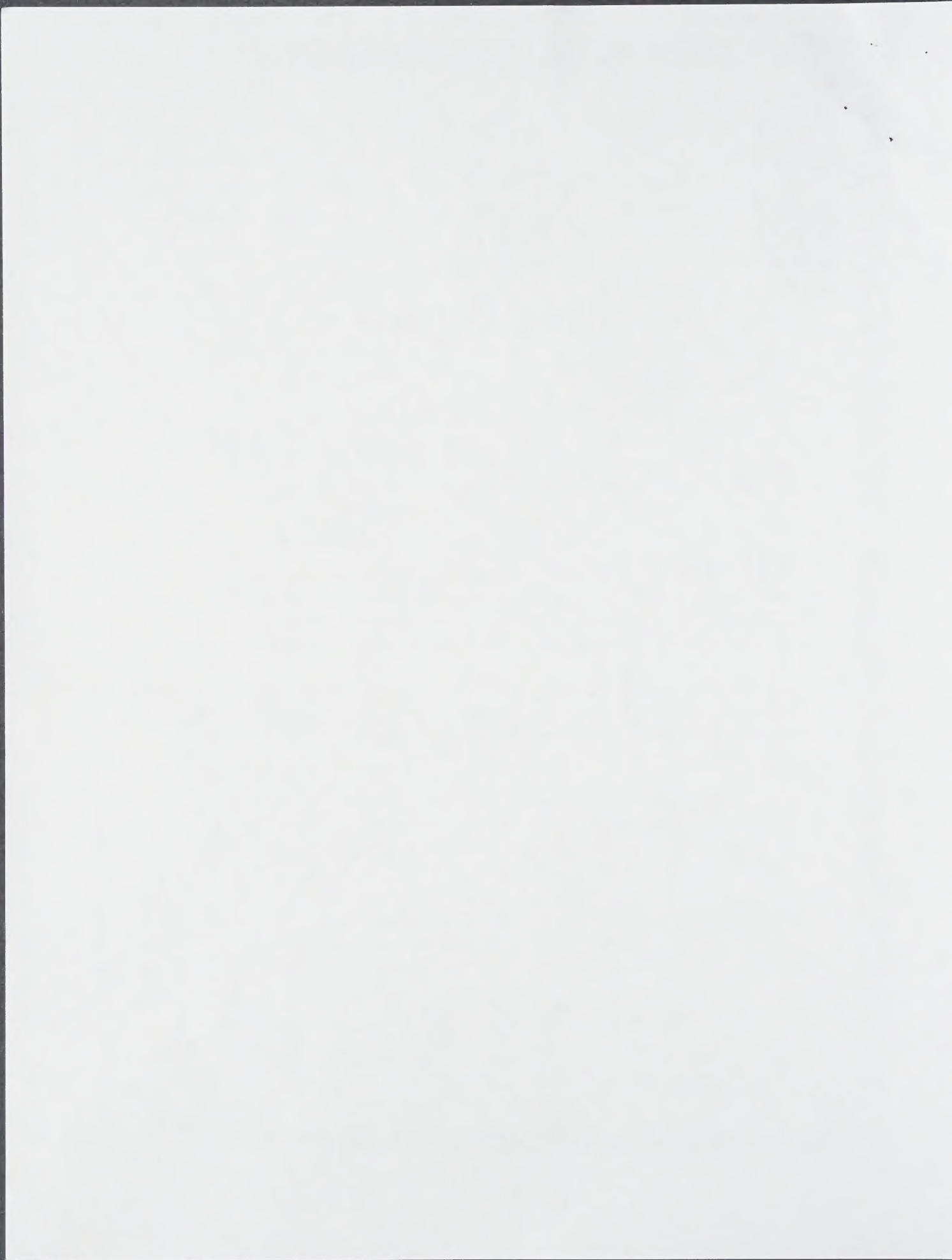
Whereas *The Companies Act provides that with the exceptions therein mentioned the Lieutenant Governor may by Letters Patent create and constitute bodies corporate and politic for any of the purposes to which the authority of the Legislature of Ontario extends.*

And Whereas *by the said Act it is further provided that the Provincial Secretary may under the Seal of his office have, use, exercise, and enjoy any power, right, or authority conferred by the said Act on the Lieutenant-Governor.*

And Whereas *by their Petition on that behalf the persons herein mentioned have prayed for Letters Patent constituting them a body corporate and politic for the due carrying out of the undertaking hereinafter set forth.*

And Whereas *it has been made to appear that the said persons have complied with the conditions precedent to the grant of the desired Letters Patent and that the said undertaking is within the scope of the said Act.*

Now Therefore Know Ye *that under the authority of the hereinbefore in part recited Act I do by these Letters Patent constitute the Persons hereinafter named that is to say:*



Jacq Horwitz, of the City of Ottawa, in the County of
Ottawa and Province of Ontario, Barrister; Isaac Cohen,
Manufacturer, Harry Abransky, Merchant, Samuel
Robinson, Physician, and Joseph Renoy, Rabbi,
all of the City of Kingston, in the County of Frontenac and Province
of Ontario; and Louis Orenstein, Advocate, and
Irving Kornbluth, Manufacturer, both of the City of
Montreal, in the Province of Quebec; and any others who have become
subscribers to the memorandum of agreement of the Corporation, and
persons who hereafter become members thereof, a corporation without
share capital under the name of

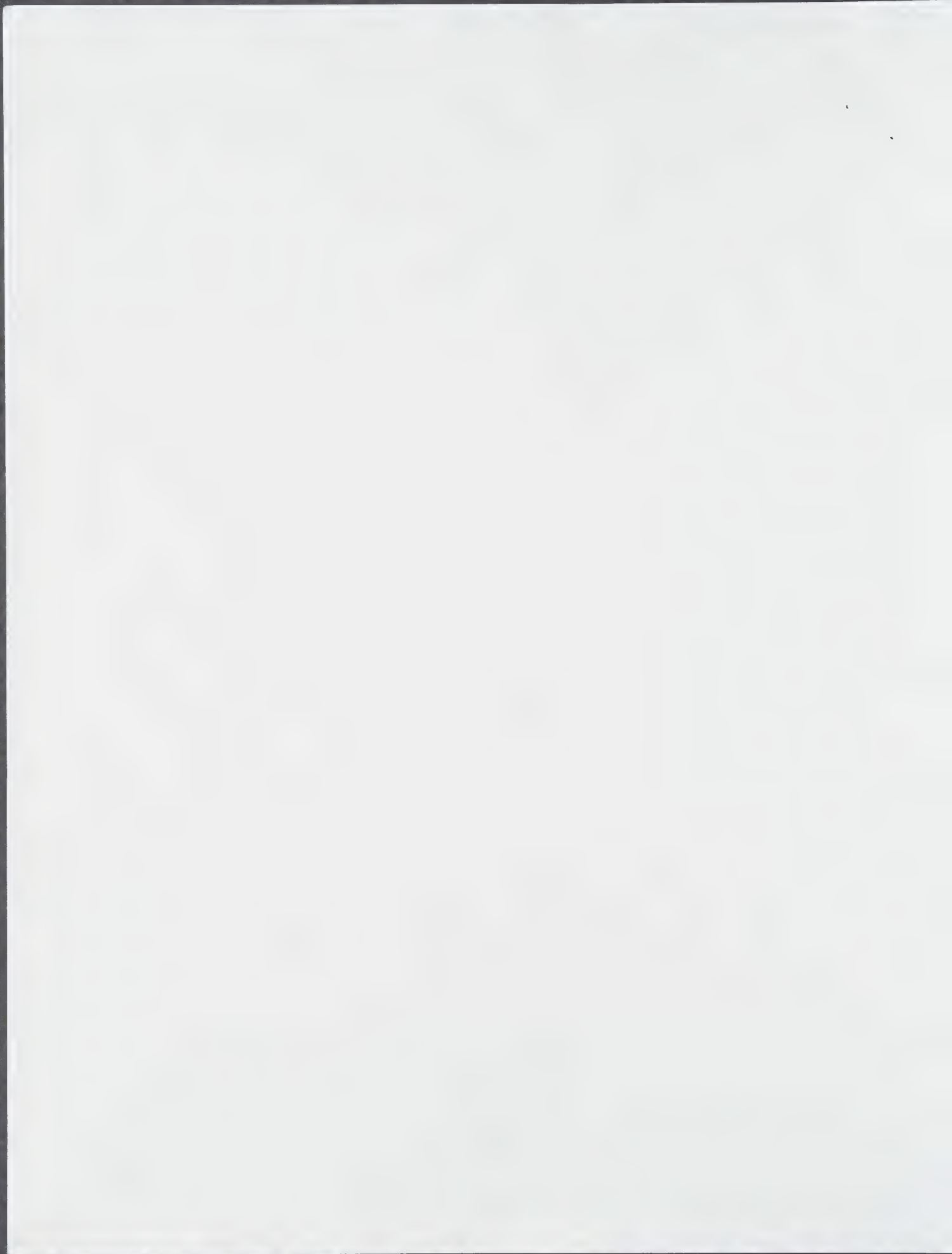
The Hillel Foundation,
Queens University

for the following purposes and objects, that is to say:

- (a) TO foster, sponsor and operate an educational and religious
foundation or organization particularly devoted to the interest of
Jewish students as a philanthropic enterprise; and
- (b) TO do all such other things as are incidental or conducive
to the attainment of the above objects; _____

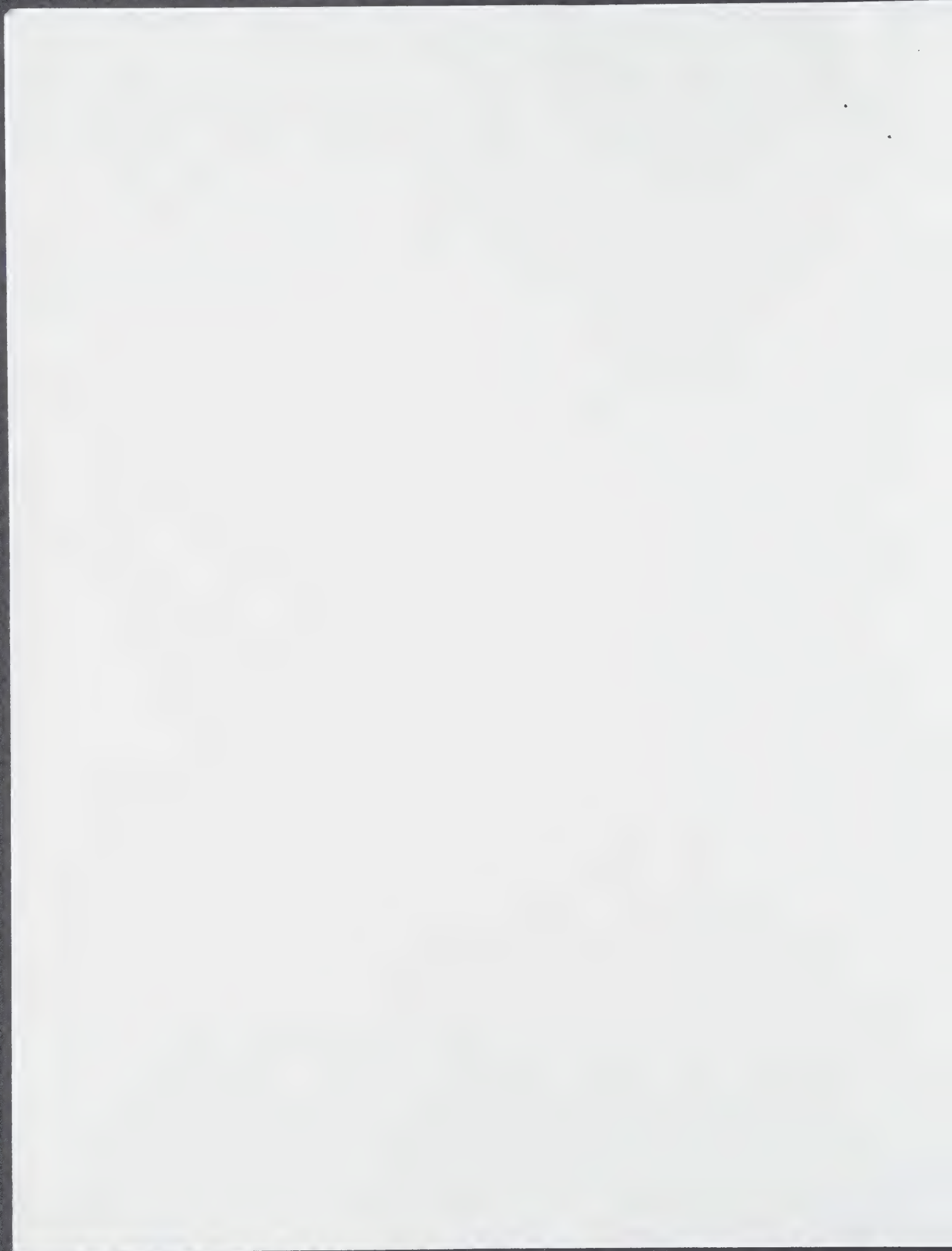
THE HEAD OFFICE of the Corporation to be situate at the said City of
Kingston; and

THE FIRST DIRECTORS of the Corporation to be Jacq Horwitz, Isaac
Cohen, Harry Abransky, Samuel Robinson, Joseph Renoy, Louis Orenstein
and Irving Kornbluth, hereinbefore mentioned; _____



AND IT IS HEREBY ORDAINED AND DECLARED THAT:

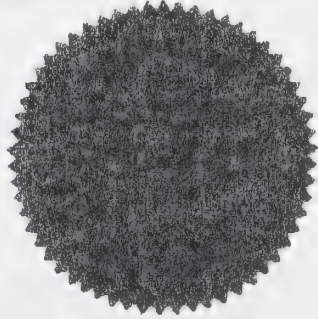
1. The subscribers to the Memorandum of Agreement of the Corporation shall be the first members and the Corporation shall consist of the subscribers and of those who shall hereafter be duly elected as members of the Corporation in accordance with the by-laws and regulations from time to time in force; _____
2. The interest of a member in the Corporation shall not be transferable, and shall lapse and cease to exist upon the death of such member or when such member shall cease to be a member by resignation or otherwise in accordance with the by-laws and regulations from time to time in force; _____
3. The directors of the Corporation shall constitute the Committee of Management of the Corporation; _____
4. The directors may, from time to time, make by-laws and regulations, not contrary to law or any provision of the Letters Patent, Supplementary Letters Patent, if any, or The Companies Act, and, from time to time, amend, vary or repeal the same, respecting:
 - (a) the admission of members and the election or appointment of directors, trustees and officers; _____
 - (b) the time and place of holding and the calling of meetings of members, trustees and directors, and the requirements as to proxies and the procedure at and the conduct of such meetings; _____
 - (c) the payment of officers and employees; and
 - (d) the control, management and conduct of the affairs of the Corporation; _____
5. Every by-law and regulation and every repeal, amendment, modification or variation thereof, unless in the meantime confirmed at a general meeting duly called for that purpose, shall have force only until the next annual meeting of the Corporation, and in default of confirmation thereof shall from that time cease to have force, and in that case no new by-law or regulation to the same or the like effect or re-enactment thereof shall have any force until confirmed at a general meeting of the Corporation; and
6. Such by-laws, regulations, amendments, modifications and variations



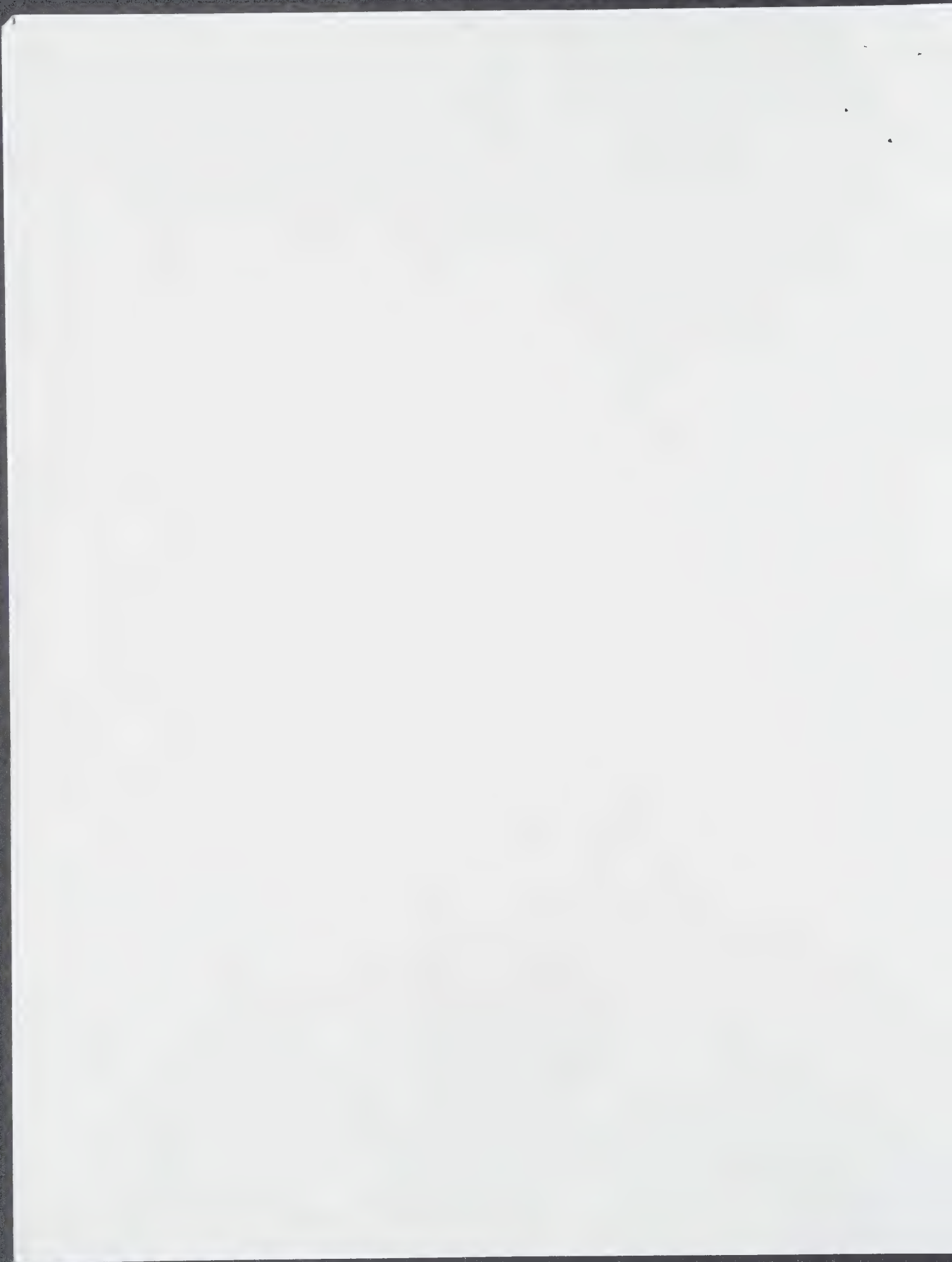
shall replace, exclude and modify the regulations set out in Form 4 in the Schedule to The Companies Act, save that in any matters covered by such Form 4 and not provided for in the Corporation's by-laws, regulations or amendments, the regulations and provisions of the said Form 4 shall apply and be in force, but all such matters which, after the passing of the Corporation's first by-laws and regulations, may be left to be governed by such Form 4, may be varied, amended, excluded or modified by any by-laws or regulations;

AND IT IS HEREBY FURTHER OBTAINED AND DECLARED that the said Corporation shall be carried on without the purpose of gain for its members, and that any profits or other accretions to the Corporation shall be used in promoting its objects.

Given under my hand and Seal of office at the City of Toronto in the said Province of Ontario this — tenth — day of — September, — in the year of Our Lord one thousand nine hundred and forty-five. —



[Handwritten signature]
 Provincial Secretary





Registered September 10th 1945

Province of Ontario

Wethers Patent

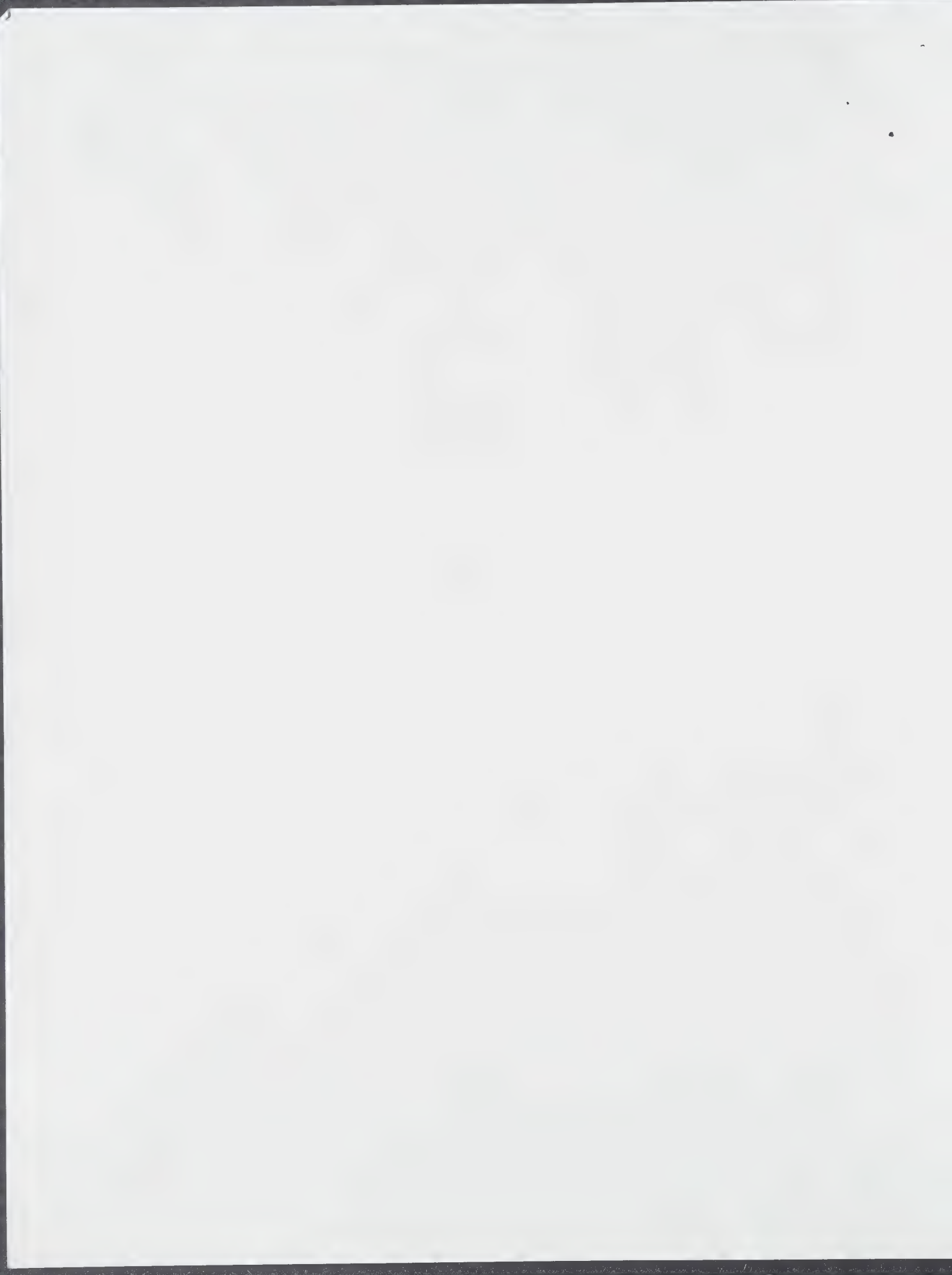
Incorporating

The Hill
1911
Foundation
Queens
University

Received from 1st 2nd
of 1945
at 10:00

[Handwritten signature]
PROVINCIAL SECRETARY

PROVINCIAL SECRETARY'S OFFICE
TORONTO, ONTARIO.





Dr. Alfred Bader
2961 North Shepard Avenue
Milwaukee, Wisconsin 53211

(414) 962-5169

March 30, 2005

Walter Viner, Q.C.
Viner, Kennedy, Frederick, Allan & Tobias, LLP
27 Place d'Armes
P.O. Box 116
Kingston, ON K7L 4V6
CANADA

Dear Mr. Viner,

I must tell you that I am really quite unhappy about your request. Of course I am trying to help Jewish students at Queen's and so we have a quite substantial adjunct fund in Jewish studies which pays for the salary of the very able Adjunct Professor who comes to Queen's from Toronto. My very first gift to Queen's was when Martin Wolff, Rabbi Elkin's grandfather, died leaving me \$1,000 in his will. I was astounded but delighted to be able to use that money to fund the Martin Wolff Memorial Fund to the best student in Civil Engineering because Mr. Wolff was a civil engineer.

It is true that I do have a close connection with Queen's Hillel of which I was president in 1944/5.

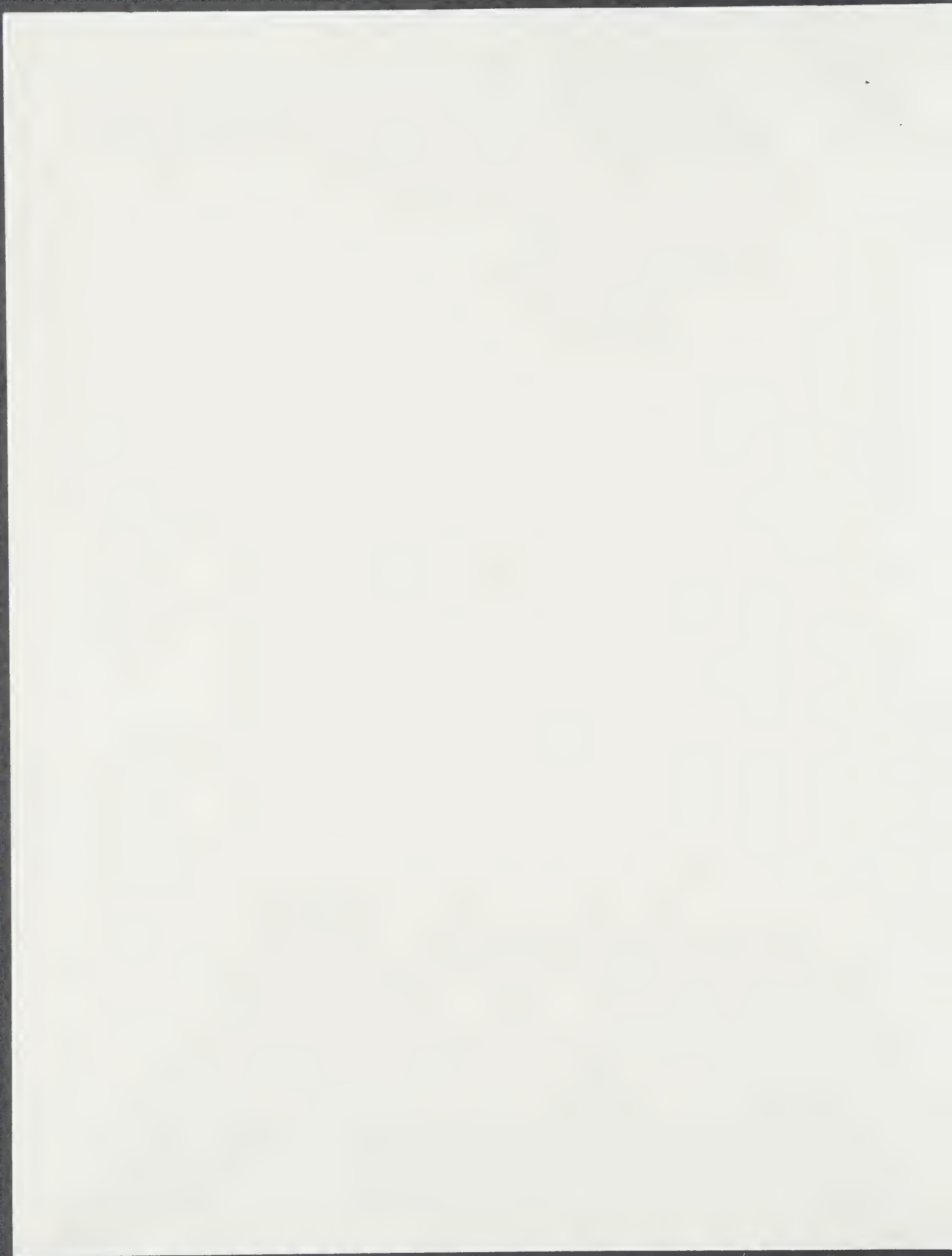
But I hate what you and I know as koved chaperai and I certainly do not want to have a room named in my honor. Now you may say that Queen's changed the name of Queen's Crescent to Bader Lane but this was made without my knowledge or that of my family, and was certainly not dependent on my giving x dollars to Queen's. Moreover, we both know that there are a number of wealthy Jews in Kingston and I feel the funding should really come from the community.

I would like to give US \$18,000 to the Jewish community. I have received confirmation from the American Jewish Joint Distribution Committee that they can accept this gift from me and pass it on in full to the community. Please give me the exact name and address to which the Joint should send this.

I do hope that you will understand and I remain

With best wishes,

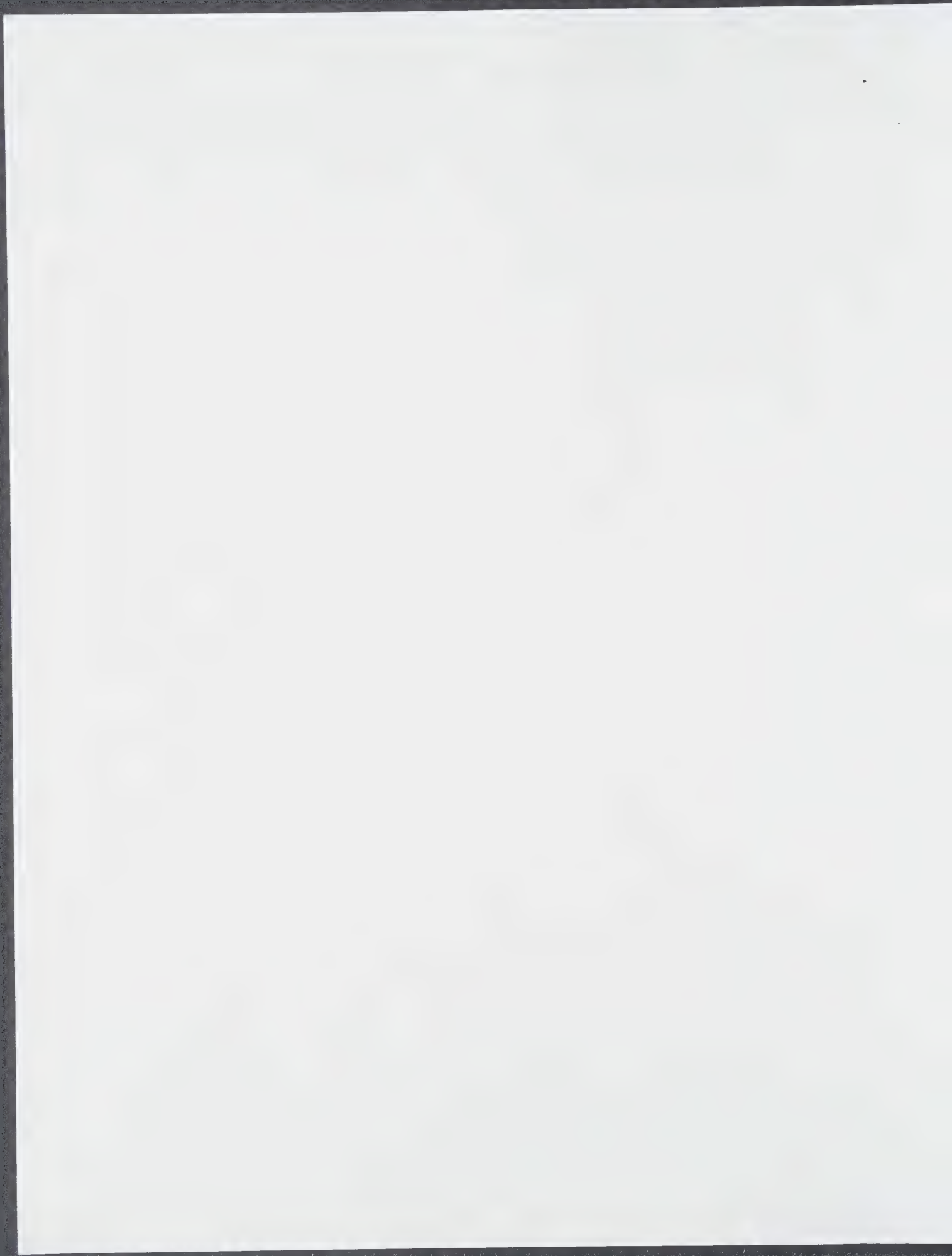
Alfred Bader
AB/az



TRANSMISSION VERIFICATION REPORT

TIME : 03/31/2005 00:24

DATE, TIME	03/31 00:24
FAX NO./NAME	16135421279
DURATION	00:00:39
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM



Barristers & Solicitors
Trade-mark Agents27 Place d'Armes
P.O. Box 116
Kingston, Ontario
K7L 4V6Phone 613 542-7867
Fax 613 542-1279

Web www.vinerkennedy.com



8 pages

Direct Line: 542-7045
Email: wviner@vinerkennedy.com

March 24, 2005

Dr. Alfred Bader
2961 North Shepard Avenue
Milwaukee, Wisconsin
U.S.A. 53211

Dear Dr. Bader:

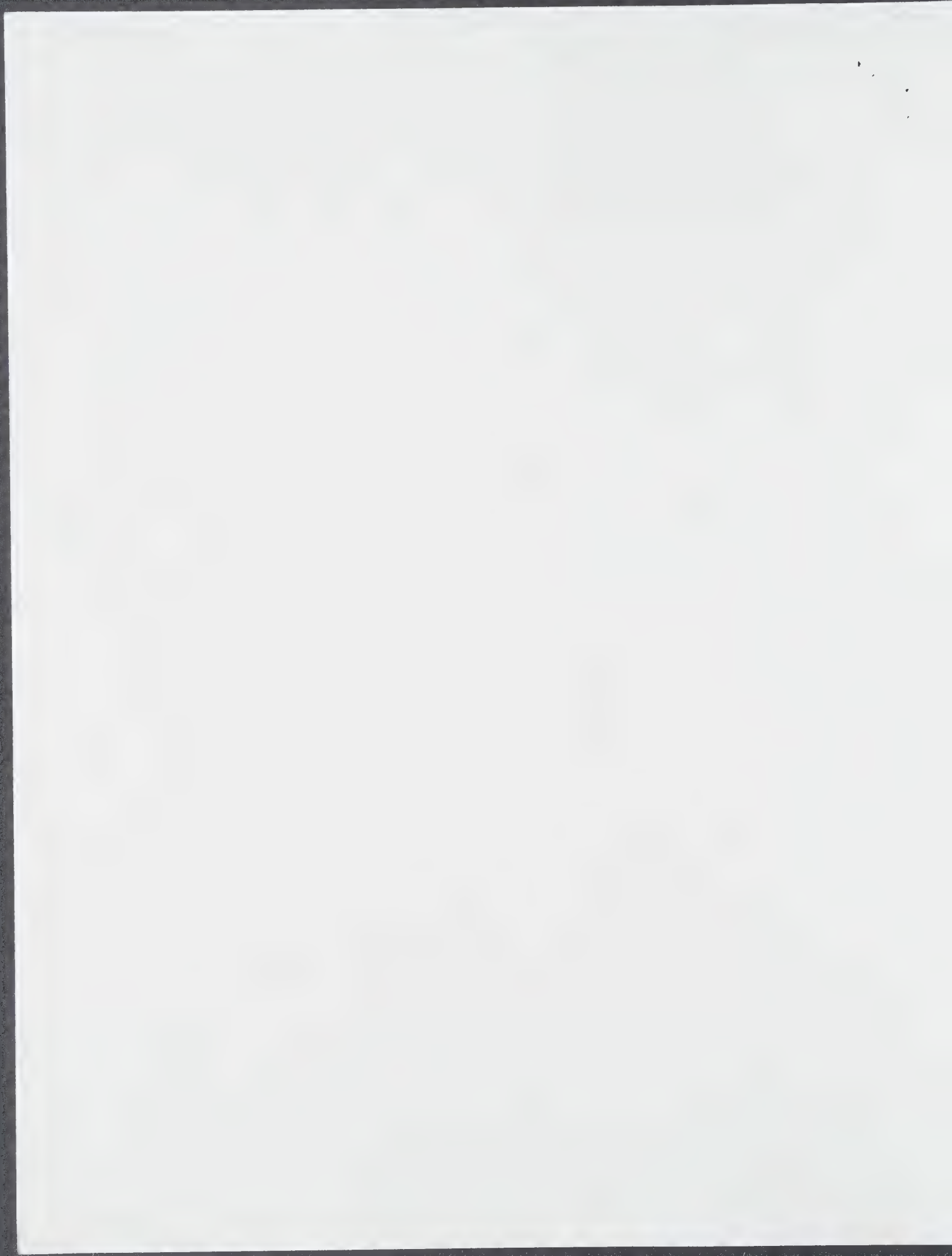
Thank you for your phone call the other night. I have checked some of my previous information to you and I would like to clarify my general comments.

I had used a \$60,000.00 figure for the "roof" when in fact that figure, tossed about by the Board represents the unusual maintenance of Hillel House alone this past 12 months and is broken down as follows:

The roof repair which required approval by the Kingston Historical Society took significant time and was made more difficult due to different integrated roof lines (see diagram Appendix A) and the requirement for cedar shakes. This was actually	\$37,664.00
There was clean-up and ceiling repairs and painting for internal damage caused by leaking	\$7,000.00
There is an eaves trough replacement requirement	\$1,700.00
Two oil tanks and an oven had to be replaced to meet regulations	\$8,000.00
Porch repair and replacement	<u>\$14,000.00</u>
Total	\$68,364.00

Given Hillel's 60th Anniversary and your affiliation with Queen's, Kingston and the Elkin family, I wonder if you would consider a gift of \$50,000.00 U.S. which hopefully would be processed through Hillel Headquarters or possibly Queen's.

Walter W. Viner, Q.C.
Cillian J. DavisMark A.B. Frederick
Andrew G.C. HolwellGarth B. Allan
leanette L. ModlerPeter B.B. Tobias
Robert R. Kennedy, O.C.Carolyn J.N. Knight
Peter S. Kennedy (Retired)



-2-

This generosity would be recognized by naming the main meeting rooms as shown on page 17 (lined) at Hillel in your honour and the second meeting room (crisscrossed area) in honour of Martin Wolfe.

The funds would be partially used to cover these extraordinary expenses and improve administration at Queen's Hillel.

Unfortunately, the Treasurer is away until next week as I was looking for some additional information which I will get to you early next week as to the fund raising that did occur within the community for the extensive work carried out in the early 1990's on this property.

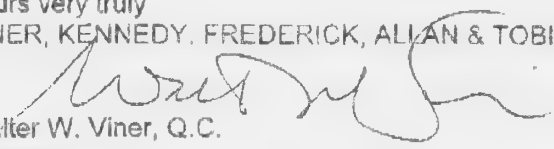
My goal in writing to you was to seek your moral and financial support not so much as a gift towards "roof repair", as to explain the demands on a small community of some 145 families (many of whom are widows or retired) who wish to maintain the Shul structure, the Rabbi's residence, Hillel House and the associated costs of running a school and maintaining a Rabbi within our community and as well a cemetery.

I am enclosing a few pages from the Easement Agreement for your own interest and to give you a flavour of "control" by the O.H. Foundation.

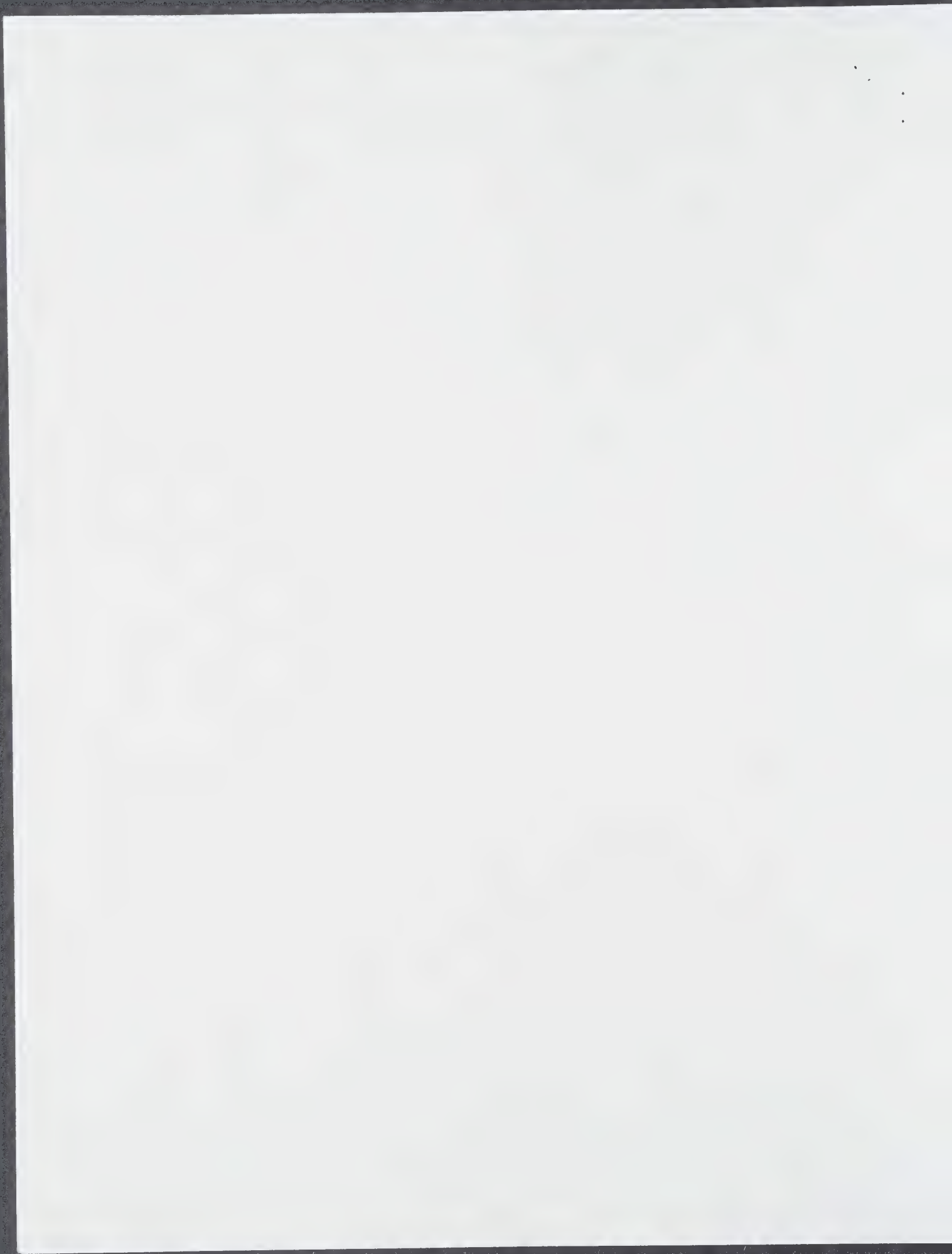
I will be back to you next week.

May you have an enjoyable Purim.

Yours very truly
VINER, KENNEDY, FREDERICK, ALLAN & TOBIAS, LLP



Walter W. Viner, Q.C.
WVV/lg
Ends.



SCHEDULE

THIS EASEMENT AGREEMENT dated as of the 16th day of August, 1991.

B E T W E E N:

BETH ISRAEL CONGREGATION OF KINGSTON

hereinafter called the "Owner"

OF THE FIRST PART;

- and -

THE ONTARIO HERITAGE FOUNDATION,
a body corporate continued by
the Ontario Heritage Act,
R.S.O. 1980, c. 337,

hereinafter called the "Foundation"

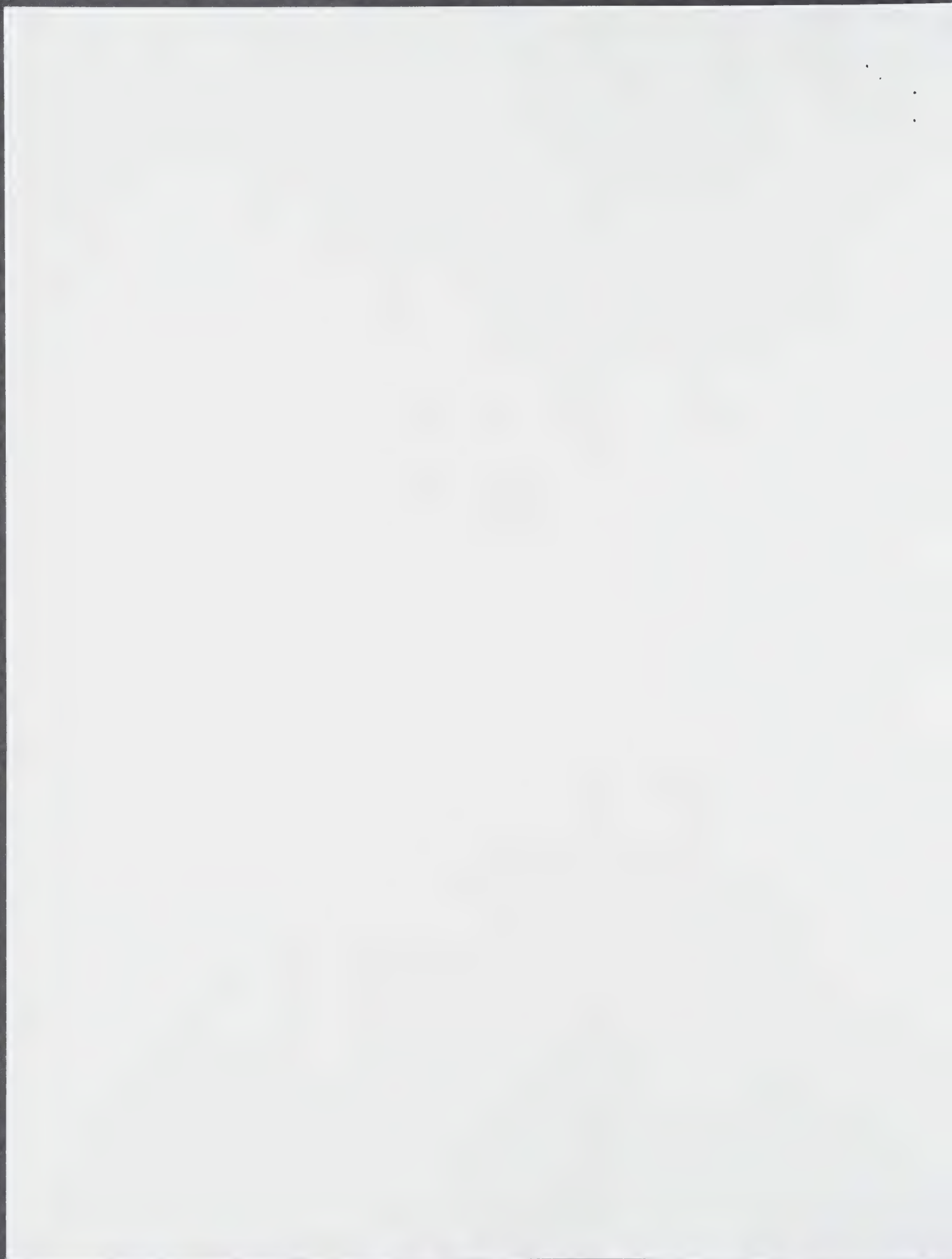
OF THE SECOND PART.

WHEREAS the Owner is the registered owner of certain lands and premises situated in the City of Kingston in the County of Frontenac and Province of Ontario (hereinafter called the "Property"), being composed of part of Farm Lot 22, Concession 1, in the City of Kingston and designated as Part 1 on a Plan of Survey deposited in the land registry office for the Registry Division of Frontenac (No. 13) as Reference Plan 13R-10245;

AND WHEREAS there is situated on the Property a house commonly known as "Otterburn" (hereinafter called "Otterburn"), the location of which is shown on the site plan of the Property attached hereto as Appendix "A";

AND WHEREAS by section 7(c) of the Ontario Heritage Act, R.S.O. 1980, c. 337, one of the objects of the Foundation is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by section 10 (1) (b) of the Ontario Heritage Act, the Foundation is entitled to enter into agreements, covenants and easements with owners of real



Page 3 of 24 pages

property, or interests therein, for the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by section 22 of the Ontario Heritage Act, such covenants and easements entered into by the Foundation, when registered in the proper land registry office against the real property affected by them, shall run with the real property and may, whether positive or negative in nature, be enforced by the Foundation or its assignee against the owner or any subsequent owners of the real property, even where the Foundation owns no other land which would be accommodated or benefitted by such covenants and easements;

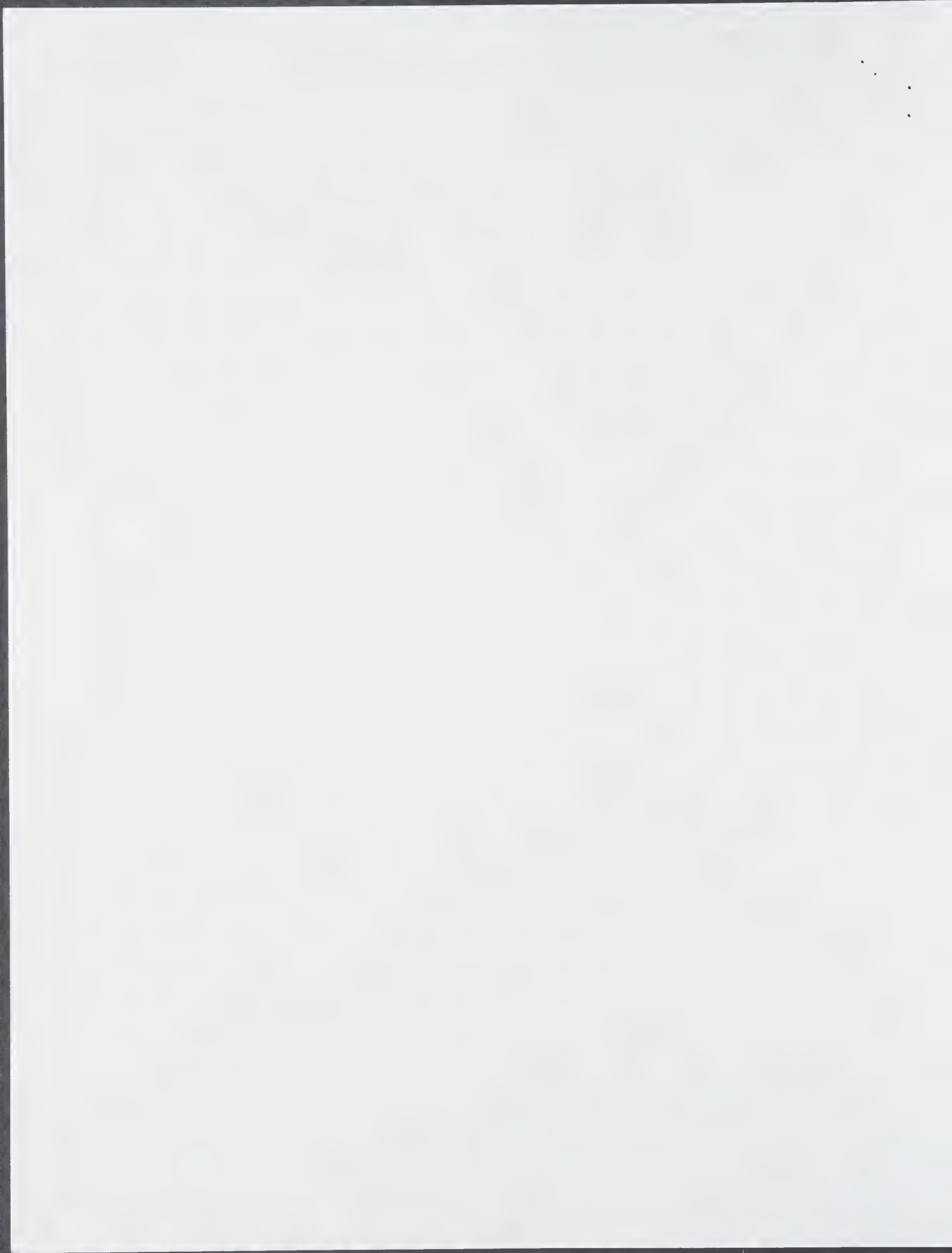
AND WHEREAS the Owner and the Foundation desire to conserve the aesthetic and scenic character and condition of the Property and the present historical, architectural, aesthetic and scenic character and condition of the exterior of Otterburn together with the interiors of those areas described in Appendix "B" attached hereto and shown in heavy outline on the floor plans contained therein (all of which are hereinafter called the "Heritage Elements");

AND WHEREAS the Owner has, by resolution pursuant to Section 11 of the Religious Organizations' Lands Act, R.S.O. 1980, c. 448, a copy of which is attached hereto as Appendix "C", approved the granting of the easements and the entering into of the covenants herein by the Owner;

AND WHEREAS to this end, the Owner and the Foundation desire to enter into this Easement Agreement (hereinafter called the "Agreement");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Foundation to the Owner (the receipt of which is hereby acknowledged), and for other valuable consideration, and in further consideration of the granting of the easements herein and in further consideration of the mutual covenants and restrictions hereinafter set forth, the Owner and the Foundation agree to abide by the following covenants, easements and restrictions which shall run with the Property forever.

1.0 Duties Of Owner



Page 5 of 24 pages

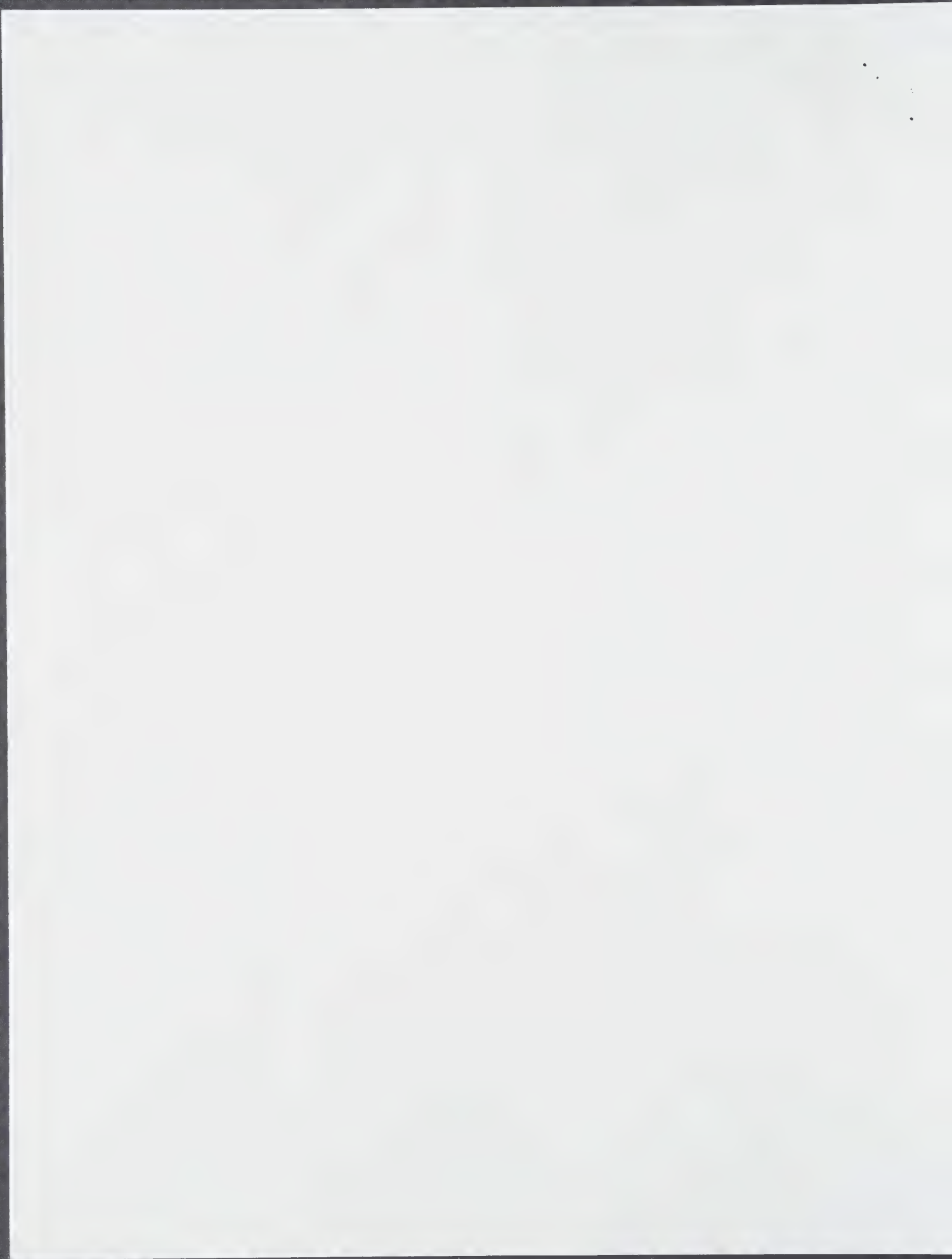
Replacement, rebuilding, restoration or repair of Otterburn to the fullest extent possible having regard to the particular nature of Otterburn and the cost of such work. The Owner's financial liability to replace, rebuild, restore or repair Otterburn if it has been damaged or destroyed shall not exceed the proceeds receivable by the Owner under the aforementioned coverage insurance policy or policies. In the event that the proceeds receivable by the Owner under the said insurance policy or policies are insufficient to effect a partial or complete restoration of the Heritage Elements, the Foundation shall have the privilege, but not the obligation, of contributing additional monies towards the replacement, rebuilding, restoration, or repair costs in order to effect a partial or complete restoration of the Heritage Elements provided that the Foundation shall notify the Owner of the Foundation's intention to do so within forty (40) days after receiving from the Owner (a) the written request for permission to demolish referred to in paragraph 1.3, or (b) all plans and specifications for the replacement, rebuilding, restoration or repair of the Heritage Elements the case may be.

1.3 Demolition

The Owner shall notify the Foundation of any damage or destruction to Otterburn within ten (10) clear days of such damage or destruction occurring. In the event that Otterburn is damaged or destroyed and the replacement, rebuilding, restoration or repair of it is impractical because of the financial costs involved or because of the particular nature of Otterburn, the Owner shall, in writing within forty (40) days of the giving by the Owner of notice of such damage or destruction, request written approval of the Foundation to demolish Otterburn, and in the event of receiving the approval in writing of the Foundation, be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish Otterburn. Such approval shall be deemed to have been received upon failure of the Foundation to respond in writing to a written request for it within forty (40) days of the receipt thereof.

1.4 Reconstruction By Owner

If the Foundation does not give the approval referred to in paragraph 1.3, or if the Owner has not requested the approval referred to in paragraph 1.3, the Owner shall replace, rebuild, restore or repair Otterburn to the limit of any proceeds receivable under the aforementioned insurance policy or policies on Otterburn and of any additional monies



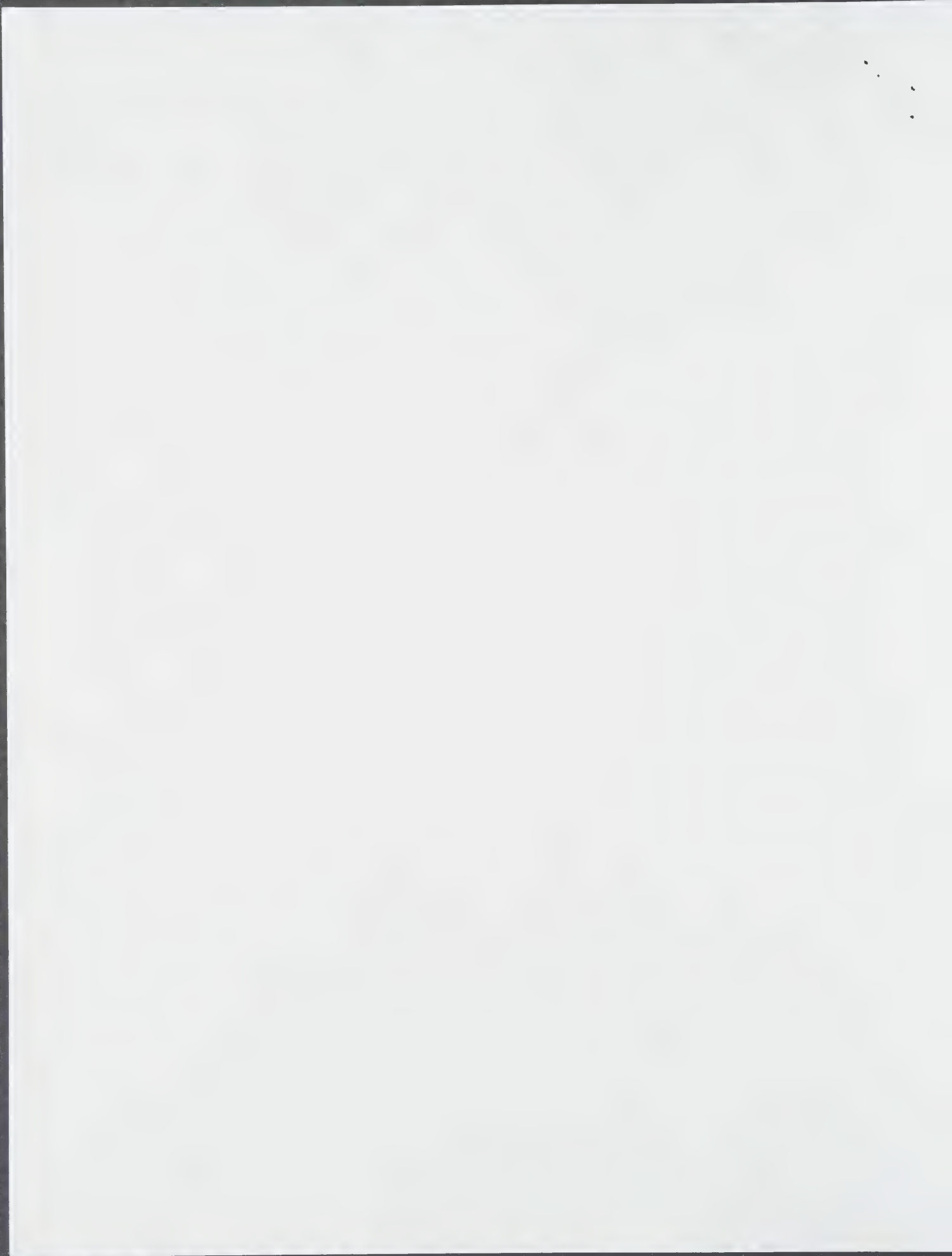
Page 4 of 24 pages

1.1 Normal Repairs And Alterations

The Owner shall not, except as hereinafter set forth, without the prior written approval of the Foundation, undertake or permit any demolition, construction, reconstruction, alteration, remodelling, or any other thing or act which would materially affect the appearance or construction of the Heritage Elements. The approval required to be obtained from the Foundation herein shall be deemed to have been given upon the failure of the Foundation to respond in writing to a written request for it within sixty (60) days of receiving such request at its address as set out in paragraph 10.2 of this Agreement. If the approval of the Foundation is given or deemed to be given under this paragraph, the Owner, in undertaking or permitting the construction, alteration, remodelling, or other thing or act so approved of or deemed to be approved of, shall use materials specified by the Foundation. The Owner may, without the prior written approval of the Foundation, undertake or permit the repair or refinishing of presently existing parts or elements of the Heritage Elements damage to which has resulted from casualty, loss, deterioration, or wear and tear, provided that such repair or refinishing is not performed in a manner which would materially affect the construction or appearance of the Heritage Elements.

1.2 Insurance

The Owner shall at all times during the currency of this Agreement keep Otterburn insured against normal perils that are coverable on an all risk policy basis, including fire, in an amount equal to the replacement cost of Otterburn. The Owner shall have a form as set out in Appendix "D" attached hereto completed and certified by its insurance company and delivered to the Foundation within three (3) weeks of the execution of this Agreement, and thereafter evidence satisfactory to the Foundation of the renewal of insurance shall be delivered to the Foundation at least three (3) clear days before the termination thereof. If the Owner fails to so insure Otterburn, or if any such insurance on Otterburn is cancelled, the Foundation may effect such insurance as the Foundation reasonably deems necessary and any sum paid in so doing shall forthwith be paid by the Owner to the Foundation, or if not, shall be a debt owing to the Foundation and recoverable from the Owner by action in a court of law. All proceeds receivable by the Owner under the aforementioned coverage insurance policy or policies on Otterburn shall, on the written demand and in accordance with the requirements of the Foundation, be applied to

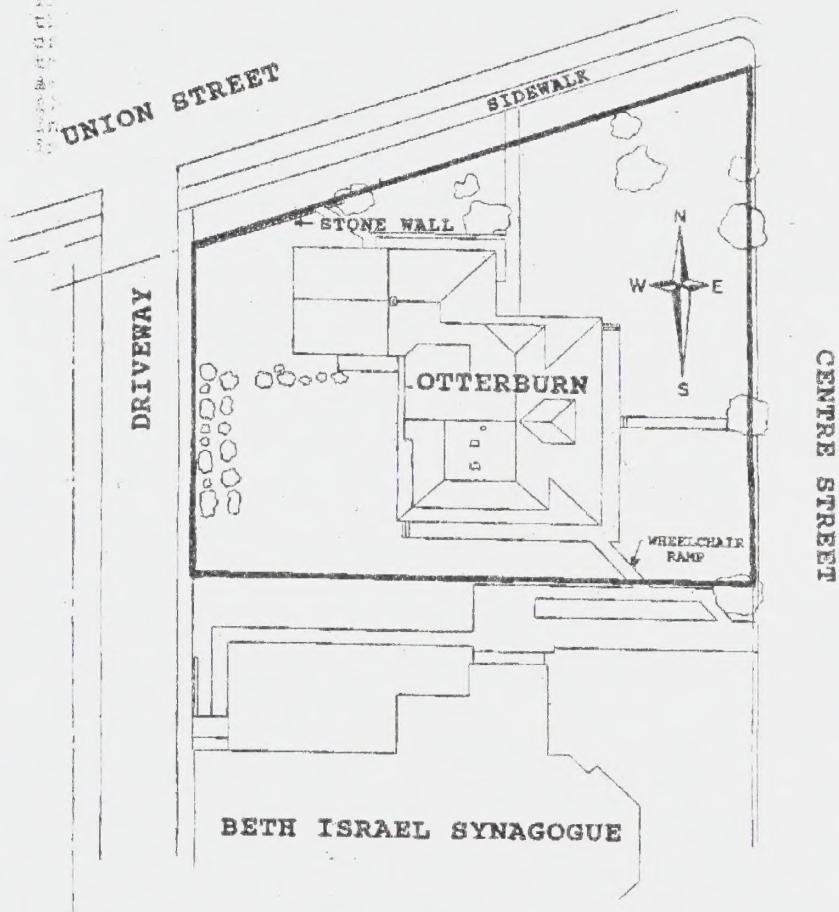


APPENDIX "A"

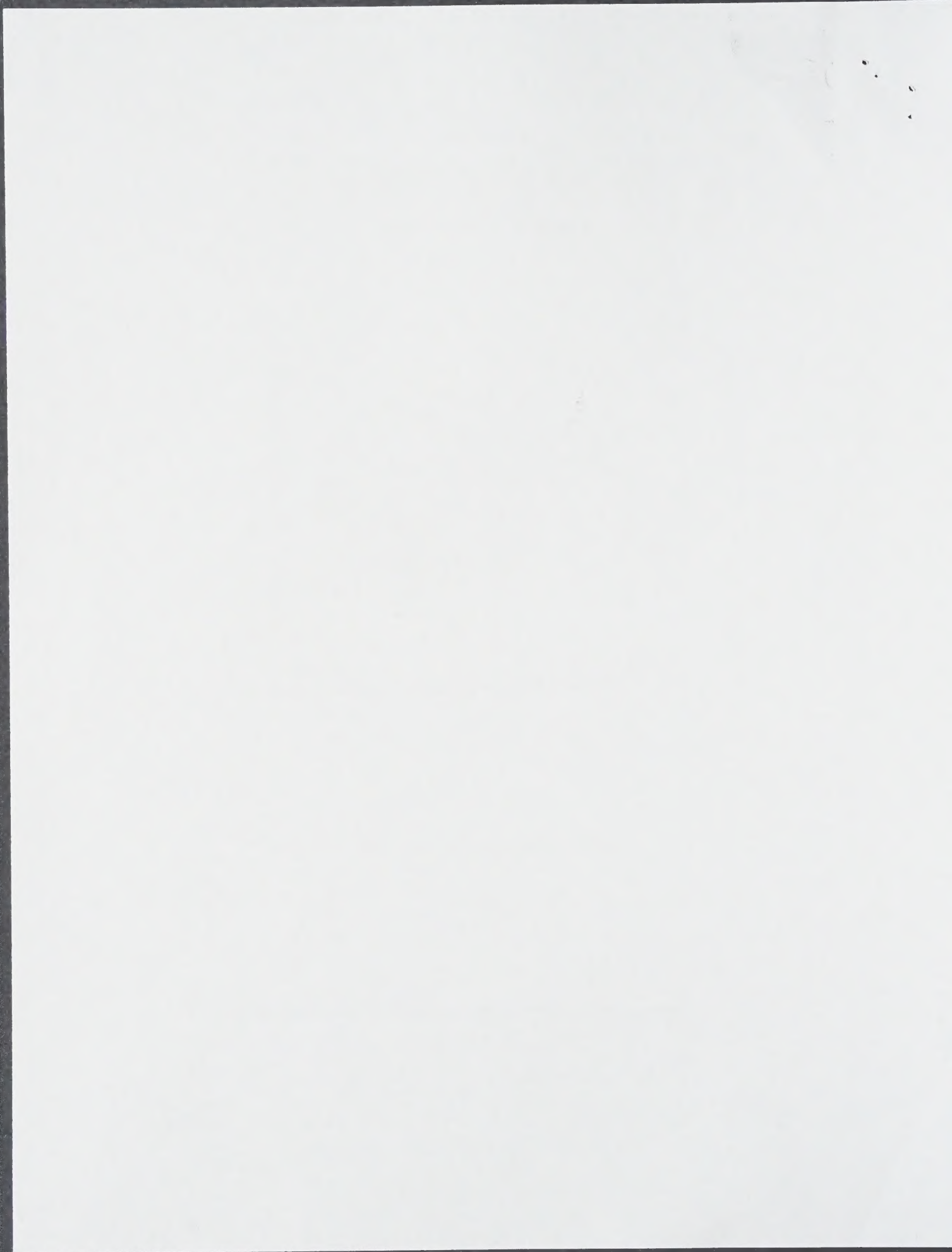
Attached to and forming part of the Easement Agreement between BETH ISRAEL CONGREGATION OF KINGSTON, of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 16th day of August, 1991.

SITE PLAN OF THE PROPERTY

(NOT TO SCALE)



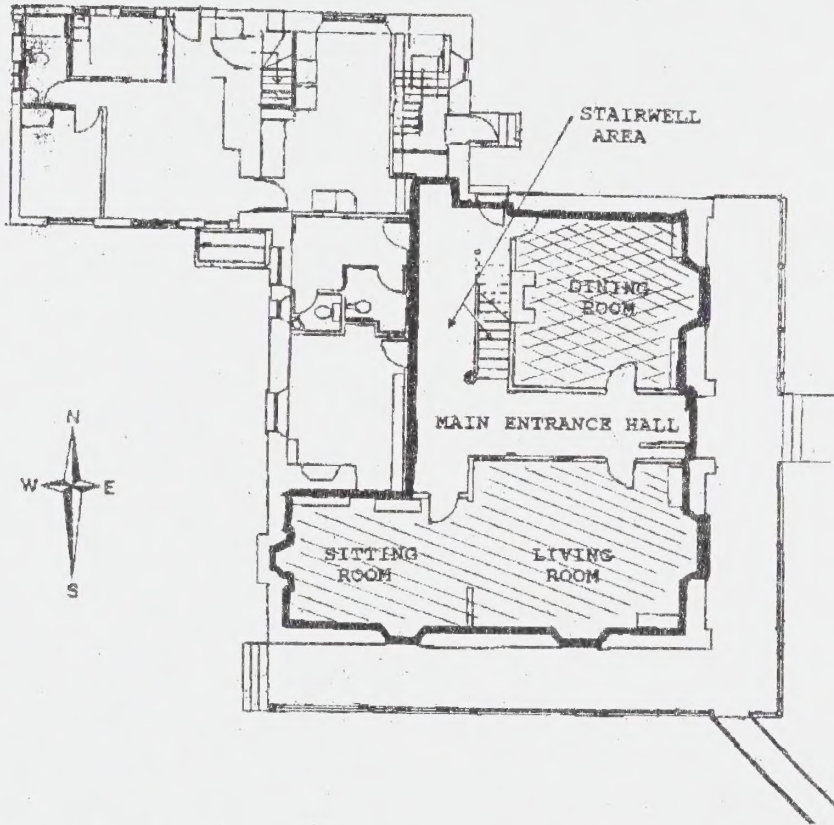
————— APPROXIMATE BOUNDARY OF THE PROPERTY



B2

PLAN OF THE FIRST FLOOR OF OTTERRURN

(NOT TO SCALE)



.../B3

