

### Abba Hillel Silver Collection Digitization Project

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#### MS-4787: Abba Hillel Silver Papers, 1902-1989.

Series III: Personal Correspondence, 1914-1964, undated. Sub-series A: Chronological, 1914-1964.

Reel Box Folder 137 48 253

Personal correspondence, 1951?.

# די צוקונפט

### THE ZUKUNFT

אַרויסגעגעבן פון "צוקונפט״-געזעלשאַפט ביי דער "ציקאָ״ 67 LEXINGTON AVENUE New York 10, N. Y.



# ALL-NATIONS TOURS TRAVEL BUREAU

7 SECOND AVENUE NEW YORK 3, N. Y.

TEL. OREGON 3-4923

ב"ה, רעם 1סן אפריל,1951.

זייער חשוב"ער הרב דר.אבא הילל סילווער,

די 10 יאר וואס איך געפין זיך אין אמעריקע, האב איך כסדר נאכגעפאלגט אייער וואונדערלעכן קאמף פאר א אידיש-היימלאנד אין מדינת ישראל און בין געוועזן מיטגעריטן מיט אייער דינאמישער שטעלונג צו די שווערע-פראבלעמען וואס ס'האט אונז ארומגערינגלט און מוז מיט פולער זיכערקייט זאגן, אויב מיר האבן דערגרייכט דעם ציל איז עם געוועזן די גרעטטע פארדינטטן צו אייער פירערשאפט סיי צווישן דער אמעריקאנער עפנטלעכקייט און סיי אין דער יו-ען, וואו איר וועט תמיד בלייבן ביים רוב אידנטום דער וויטזיכטיגער פירער אין קאמף פאר אונזער נצחון.

אויב די קליינע גרופקע" פועלי ציון, ווילן ארויפצווינגען זייער מיינונג אויפן אידישן פאלק, איז עם נאר דורך זייער כיטרעקיים און דורשם צו מאכט, ווייל איך קען זיי בעסער, וואו איך האב געהערט צו זיי 15 יאר, געשפילט א ויכטיקע ראל אין סאציאלימטישן לעבן פון פראנקרייך און זייט 1939 איבערגעריסן מיט דער מציאליסטישער אידעאלאגיע, האלטנדיק אז דער מארקסיזם האט באנקראטירט, כדי צו מאציאליסטישער אידעאלאגיע, האלטנדיק אז דער מארקסיזם האט באנקראטירט, כדי צו האבן א וועלט פון יושר און שלום מוז מען האבן אין הארצן די געפילן צו ג-ט און אפהיטן דעם מאראל און עטיק, ווי אונזערע נביאים האבן געפרעריגט.

ליינענדיק רעם עקלהאפטן-ליגנערישן אנפאל אין 'פארווערטס" קעגן אייער פערזאן, מוז איך פעסטשטעלן, אז נישט אין די שטעלונג וואס איר האט אנגענומען אין דער אםעריקאנער פאליטיק גייט זיי, נאר אזוי ארום, אייך ארופצורייטן אלס ווארטזאגער אין אידישן לעבן און אין ציוניזם בפרט, כדי "בן גוריון" זאל בלייבן דער "אליין געקרוינטער פירער" און קיינער זאל זיך ניטט מישן אין זיין פאליטיק.

גלויבט מיר, אז, דאט איז א גוט-אינצענירטער אוי סגערעכנטער טאקטיק, פון די מענטשן
וועלכע איר האט אמאל געהאלפן אז זיי זאלן ווערן פאפולער צווישן דעם ברייטן
אירישן עולים אין אמעריקע - ווען זיי האבן זיך געפינען אין די ענגע צימערלעך
זייט איר פאר זיי געוועזן דער גרעטטער כבוד ארויסצוטרעטן אויף דעם דריטן סדר,
כדי אזוי ארום צו קריגן דעם צוטריט צו אידישע קהילות און אלגעמיינע ציוניסטן,
וואו זיי האבן אויך געווינען אייניקע פאבייס, דאט שאד זיי אבער נישט אז זיי
מאכן אין גלות דעם אנשטעל פון פרום און ערלעך, ווען אין מדינת ישראל באקעמפן זיי
רעקיגיע און דעם מיטל-קלאט אויף טריט און שריט, מיט דער הילף פון זייערע גרויטמאנאפאלן, וואס רופן זיך בקלומרשט "הסתדרות-ארבעטער יוניאנט ", וואס זיינען
געבויט געווארן פון די געלטער וואס אלגעמיינע ציוניסטן און רייכע אידן אין

איר וועט זיך דערמאנען, אז שוין מיט צוויי יאר צוריק האב איך אייך געשריבן, אז די אלעמיינע ציוניסטן אין אמעריקע מוזן שאפן א ענגע בריק צווישן די אלגעמיינע ציוניסטן אין ישראל, פאליטיש און עקאנאמיש, כדי צו העלפן באפעסטיגן דעם מיטלשטאנד כדי ער זאל ווערן א פאליטישער כח.

מיט מיינע הארציקע ברוכת און כוח אין אייער ישראל פאר יושר, שלום און נצחון אין אמת"ער דעמאקראטיע אין ישראל

פארבלייב איך, זו אין פארבלייב אין יוסף שליוואוו מקי

ירושלים: ת. ד. 454 טלפון 4494

> ירושלים, טו' אדר א' תשי"א 21 לפברואר 1951.

> > ד"ר רבי אבא הלל סילבר

היקר והנכבד מאד,

נתעורר בנו הרצון להביע לך מעט מרחשי הכבוד והיקר שאנו רוחשים לך מאז שנים רבות, ואמרנו ניתן לזה ביטוי על ידי תשורה מועטת זו: תיבת פרי הדר מישראל – ואנו תפילה ותקוה, שהפרי יטעם לך ולבני ביתך ויביא אתו גם מניחוח הארץ אל ביתכם במרחקים, והיה לכם ולנו לסיפוק מעט.

בכבוד רב ושלום,

א. ליפשיץ ומשפחתד

ירושלים, 8 באפריל 1951.

שוב), ונוכל להחליף דברים.

לכבוד

ד"ר אבא הלל סילבר - שפע ברכות!

אבא הלל היקר,

הנני מוצא לחובתי הנעימה לברך אותך ואת בני משפחתך לקראת חג הפסח – חג החירות בברכת חג שמח. מי ייתן והיה החג לך ולבני משפחתך ימי שמחה ואורה, ימי חדוה וגיל.

חושבני שפטור אני מלכתוב לך על הנעשה והמתרחש בחיינו בארץ בכל השטחים, על בטוח אני, שבערנות רבה הנך עוקב אחרי האירועים המתארעים אצלינו. ואין לי ,כנראה, מה להוסיף לזה שירוע לך בלא-מכי. אני רק תקווה שבקרוב נתראה ונוכל, פנים אל פנים, להחליף דעות ורשמים ובודאי זה יהיה לי, כתמיד, עונג רוחני רב אאא לבלות

אבא הלל היקר, באחד ממכתבי האחרונים היחה לי בקשה צנועה אליך, שבאם אפשרי לשלוח לי את ספרך האחרון "חזרן והגשמה"ץ מכיון שעד כה לא קבלתי ספר זה, אהיה לך אסיר תוחה אם תשלח לי אותו. אני תקווה שכולכם בריאים ושלמים ואשמח לשמוע על כך. לא אייגע אותך הפעם במכתב ארוך, כי מקווה אני שבקרוב נתראה, בבואך לקונגרס הציוני שיתקיים בירושלים (אם לא ידחה מועדו

דרישת שלום לבבית לך, לרעיתך ולבניך היקרים מאחותי חיה ובני משפחתה ואף מרעיתי – רחל.

אצלינו איך חדש. כולנו בריאים ושלמים ומצפים לימים טובים מאלה. לימים של שקט ושלווה לעולם כולו ולנו – לעם ישראל ולמדינת ישראל ביחוד.

אסיים בברכה לבבית לכולכם.

היי שלום וכל מוב. שלך בנאמנות והוקרה

1-45 Fel



#### HERZLIAH HEBREW TEACHERS INSTITUTE

בית מדרש למורים "הרצליה"

314 West 91st Street

New York 24, N. Y.

OFFICE OF THE DEAN

MOSES FEINSTEIN
Dean

ו2 במא", ו291

ד'ר אבא הלל סילבר היקר:

קודם כל: ברוך בואך. אחי, אפרים צור, ראש עירית מגדל גד כתב לי כי בקרת את עירו וגם נאמת שם. דרישת שלום לך ממנו.

ועתה אני נוסל לעצמי רשות לפנות אליך בענין חשוב ומדאיג אותי ואת חברי בועד "הרצליה". מובשתני שתשים לב לשורות הבאות:

ממש באו מים עד נפש. אין לנו מקורות הכנסה ואין בידנו לשלם את משכורת מורי המוסד. רבים מאד מנדבנינו ותומכינו השיבו את פנינו השנה בטענה כי מגביות ארץ ישראל חשובות בעיניהם יותר מחינוך עברי גבוה ומהכנת מורים לבתי הספר העברים. אחדים מנדבנינו הגדולים, וישראל מ'ץ ע'ה בתוכם, נסתלקו. ואנחנו בכל רע.

נוסף על כך לומדים עתה בבית המדרש למורים שלנו 55 צעירים וצעירות שהגיעו אלינו בשנים האחרוד נות ממחנות ההסגר. לאלה נתנו שעת־כושר לחדש את לימודיהם העברים ולהרפא משנות הדמים שעברו עליהם. חובתנו היא לתמוך בהם עד כמה שאפשר, וזאת אנו עושים ברצון.

אניפונה אליך, ידיד יקר זראש
המנהיגים של התנועה הציונית באמריקה זבעולם, בבקשה כי
תבוא לעזרתנו. כירוע לך עוסקים חניכי בית המדרש למורים
שלנו בחזראה העברית בכל קהילות ישראל באמריקה. מטעם זה
ראוי מוסדנו לתמיכתם של ראשי קופות הצדקה בכל אתר זאתר.
אני משער, כי על יד בית הכנסת שלך קיימת קופת צדקה וקופה
זו תומכת במוסדות שונים. מובטחני כי המלצתך תועיל לנו
הרבה. אתה היית הנואם הראשי בשעת חנוכת הבית של "הרצליה"
לפני 7 שנים. אתה ברכת את הבית הזה לתורה ולתרבות עברית.
הפעם אני מפיל פשום תחנוני לפניך, בשם "הרצליה", כי תחיש
לנו עזרה כדי שנוכל לצאת בשלום מן המשבר ומן המצר.

אל נא חשיב את פנינו.

בלב נאמן ובחודה, שלך, ג



MAX MALAMUT Managing Director

## BREAKERS NOTEL

BOARDWALK AT NEW JERSEY AVE. ATLANTIC CITY, N.J.

Dran Dr. Silm 1- Left

ירושלים, יום א', א' טבת תשי"ב 31 בדצמבר 1951.

ישראל זימן אצל פ.חודיק רחוב אוסישקין 50 ירושלים

לכבוד ד"ר אבא הלל סילבר, קליבלנד, אוהי.

אבא הלל היקר - שא ברכה!

זה למעלה מחודש שקבלתי את מכתבה של מזכירתך, הגב' אליזבט רייז בצירוף התעודות לקבלת רשיון יבוא עבור הכיריים החשמליים שהנך עומד לשלוח לי בתורת מתנה. תודתי העמוקה שלוחה לך על רצונך הטוב והכנה ועל שאתה מצדך עשית את הכול,כדי לאפשר משלוח הכיריים.

לדאבוני הרב לא יכולתי לענות קודם למכתב הנ"ל, היות והגשתי בקשה למשרד המסחר והתעשיה ומלאתי אחרי כל ההוראות הפורמליות הדרושות לקבלת רשיון-יבוא וקיוויתי שאקבל את הרשיון במהרה – אולם נתקלתי בקשיים מסויימים, מכיון שאין נוטים במשרד המסחר והתעשיה להרשות קבלת כלים חשמליים, אותם מייצרים גם בארץ. בכל-זאת מקווה אני לקבל את הרשיון המבוקש מכיון שיתחשבו – לדעתי – יותר עם שולח המתנה, מאשר עם מקבלה וברגע שהרשיון המבוקש יינתן לי אמציא לך אותו.

אצלנו אין כל חדש, חיים ועובדים כמקודם. החורף הקשה, גשמי הזעף והקור אשר גרמו לנזקים כספיים-חומריים וסבל רב ליישוב ביחוד לעולים במעברות ובמחנות – העולים, מכבידים על החיים ותקוותי היא שנתגבר גם על פורעניות שבאות עלינו מידי שמים.

שמחתי לשמוע, מעל דפי העתונות, שחזרת לפעולתך הציונית וברכתי לך היא: תצליח בפעלך ותראה ברכה רבה בכל מעשיך.

אנא מסור דרישת שלום לבבית לרעיתך ולבניך היקרים.

רחל, רעיתי, חיה - אחותי - ובני משפחתה דורשים בשלומכם הטוב.

כל טוב ורב תודות על הכול. שלך בהוקרה ובידידות

ישראל זימן.

Rabhi Abba Hillel Silver, 90 The Temple ansel Rd. and E. 105th St. Cleveland, Ohio.

Den Rabbi Silver:

to thank your so much far your comfaiting Prayer at the funeral of alur brother, Isidar Klein.

service is deeply appreciated and please accept our heart-felt thanks.

Sincerely yours, Jean and David Plein Of Blood and Oil; Aovel of Modern Israel Erwin Arnovitz

Revolt

Menachem Begin

Race - relations in ancient Egypt S. Davis

Painting and sculpture in Israel Haim Gamzu

In England and in English; short stories
A saint in the making; short stories
Wm. Goldman

The uprooted; the epic story of the great migrations that made the American people.

Oscar Handlin

Judaism and modern man Will Herberg

The Sabbath; its meaning for modern man A. J. Heschel

Sephardim of England A. M. Hyamson

Changing the attitude of Christian toward Jew. H. E. Kagan

Israel
Hal Lehrman

Early American Jewry
Jacob Reder Marcus

Spinoza dictionary D. D. Runes

History of Orthodox Jewry in Germany Hermann Schwab

Jews in the Soviet Union S. M. Schwarz

Current Books in the

Carol's Side of the Street Lorraine Beim

World Over Story Book Norman Belth, ed.

What the liberty bell proclaimed Leon Spitz

All of a kind family Sydney Taylor



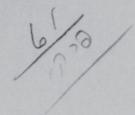
## DR. A. H. SILVER - TRAVEL ACCOUNT

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## ALFRED R. WILLARD 1829 BURNETT AVENUE EAST CLEVELAND 12, OHIO

For Rabbi Silver:-

Sunday, May 27th, Sacred Service, by
Darius Milhaud, the following numbers
will be used during the reading of
Service I, page 311

Mah Tovu
Bor'chu
Sh'ma
Veohavtoh
Michomocho (no break)
Tzur Yisroel
Kedusha (no break)
Yihyu Lerotzon
(this has a very beautiful prelude, which
I want to play, instead of the usual sile

(this has a very beautiful prelude, which
I want to play, instead of the usual silence)
Etz Chayim, then
Uvnucho yomar, Mrs Babb & Choir

Sermon

(short organ interlude) then
Vaanachnu, no Olenu, but read as on Fridays,
follwed by the choir

Adon Olom

Announcements.

Benediction (Organ plays quiet, still chord for background of each sentence, after which Cantor sings in Hebrew with choir Omen.)

(I consider this a fine service, which will speak for itself. The most unusual number s are the Michomocho & Adon Olom.)

7.5	NAME AND ADDRESS OF RECIPIENT (Surname last) NOM ET ADRESSE DU BÉNÉFICIAIRE (Nom de famille en dernier)	NAME AND ADDRESS OF PAYOR (must appear on each slip) NOM ET ADRESSE DU PAYEUR (à inscrire sur chaque feuillet)	Taxpayer's Voucher for Canadian Tax Withheld
Mrs. Virginia H. Silver,		McINTYRE PORCUPINE MINES LIMITED (No Personal Liability) SUITE 1500, 25 KING STREET WEST	Pièce du contribuable visant l'impôt canadien retenu
56	19810 Shaker Blvd.,	TORONTO, CANADA	Currency if not Canadian Numéraire, si non canadien
7 45	Cleveland, Ohio., U. S. A.	REEP THIS FOR USE WHEN MAKING YOUR 1951 INCOME TAX RETURN	
JST	DIVIDEND \$ 1951 TOTAL	Estate or Trust Income Investment Income	Canadian Tax Withheld 1951 TOTAL
	Remuneration—Rémunération Other Income—Specify—Autres revenus—spécifiez	Revenu de succession ou de fiducie Revenu de placements	\$45.23 Impot canadien retenu

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FORM 1124 (T)
U.S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
REVISED JAN.1.1951

ESTIMATED TAX \$_	900000
CREDITS FROM PRIOR YEAR	
PAYMENTS THIS YEAR	450000
UNPAID BALANCE \$_	450000
	101010218

#### IMPORTANT

Please pay the installment now due or the entire unpaid balance shown above UNLESS you find that your estimated tax is substantially increased or decreased as a result of a change in your income or exemptions which would require you to amend your declaration. If you are required to amend your declaration, please use THE FORM ON THE REVERSE SIDE and pay the installment due as amended instead of the amount shown on this bill.

DETACH AND KEEP THIS STUB

DFFICE PHONE 5-5571

RES. PHONE 7-1710

Send UJH Bootlast 1951

ELLIOTT DAVIS

Production Geologist

14 EAST THIRD

TULSA, OKLAHOMA

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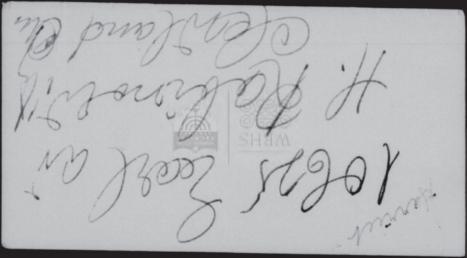
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## Cleveland Hospital Service Association

NORTHEASTERN OHIO'S NON-PROFIT BLUE CROSS PLAN

#### Dear Subscriber:

By enrolling in the Blue Cross Plan offered through the Cleveland Hospital Service Association, you have obtained a contract assuring you of hospital care whenever needed. This is one of the most important of all human services, for it safeguards health and even life itself.

Your contract consists of (1) the accompanying Certificate, (2) your Identification Card, which is attached to the Certificate and (3) the Application Card which you filled out when enrolling.

Your Certificate - All of the services to which you are entitled are fully explained in your Certificate. Please read it carefully and keep it in a safe place.

Your Identification Card. An unusual advantage of Blue Cross protection results from the fact that you do not need to make a cash deposit when you enter a member hospital. Merely show your Identification Card. The information on the card enables the hospital to check with us so that we can guarantee payment for all the services to which you are entitled.

Your Application Card - Our record of your membership is maintained on the card that you filled out when you applied for Blue Cross. So that we can relieve you of worry about the hospital bill in time of stress, we must keep this card up to date at all times.

PLEASE ADVISE US IMMEDIATELY OF ANY CHANGE IN ....

.... your address

.... your employment

.... the names or status of family members under your Contract.

It is indeed a pleasure to welcome you to the Blue Cross family.

Yours sincerely,

John R. Mannix,

Director

2060 EAST NINTH STREET . CLEVELAND 15, OHIO . TELEPHONE MAIN 1-0700

### **IMPORTANT**

The Cleveland Hospital Service Association FAMILY CONTRACT is the only contract that provides for childbirth care. If you desire such protection you must select this type of contract (Service 5 and Service 6), even though you may not now be married.

## Cleveland Hospital Service Association

2060 East Ninth Street, Cleveland, Ohio

This is to certify that the holder of the identification card attached hereto is entitled to hospital service under the terms stated in the contract and set forth on the reverse side of this page. Such service shall be of the class set forth in the holder's application and in his card of identification. This certificate is non-transferable.

THE CLEVELAND HOSPITAL SERVICE ASSOCIATION

JOHN R. MANNIX

DIRECTOR

The identification card attached hereto should be presented when applying for hospital service.

#### PARTICIPATING HOSPITALS

#### CLEVELAND

BOOTH MEMORIAL
CLEVELAND CLINIC
EVANGELICAL DEACONESS
FAIRVIEW PARK
GLENVILLE
GRACE
HURON ROAD
LUTHERAN

MT. SINAI
POLYCLINIC
ST. ALEXIS
ST. ANN'S
ST. JOHN'S
ST. LUKE'S
ST. VINCENT CHARITY

UNIVERSITY HOSPITALS:

BABIES & CHILDRENS
HANNA HOUSE
LAKESIDE
MATERNITY
RAINBOW
WOMAN'S
BEREA
COMMUNITY

#### CONTRACTING HOSPITALS

In addition to the participating hospitals listed in this certificate, all hospital services listed in this contract are also available at the present time to the subscriber in the following contracting hospitals:

#### CLEVELAND AND SUBURBAN

Bay Village	. Cleveland Osteopathic (Bay View)
Bedford	Bedford Municipal
Cleveland	Cleveland City, Mary B. Talbert
Cleveland Height	sDoctors
East Cleveland	Forest Hill
Garfield Heights.	Garfield Heights, Marymount
Lakewood	Lakewood
Warrensville Heig	hts. Cleveland Jewish Convalescent

#### NORTHEASTERN OHIO

Amherst	Amherst
Ashtabula	
Chardon	
Conneaut	Brown Memorial
Elyria	
Geneva	
Lorain	St. Joseph's
New London	New London
Oberlin	
Painegville	Lake County

#### TERMS AND CONDITIONS OF THE CONTRACT

This contract entitles the subscriber, and, if so provided in his contract, the members of his family named on application card, upon payment of the charges, as provided in Section 1 below, to receive hospital service, as this term is defined in Section 2 below, from any of the Participating or other Contracting Hospitals, upon and subject to the terms, conditions and limitations hereinafter set forth.

If the contract provides for a class of service which includes a spouse or members of the subscriber's family, it is agreed that the following provisions apply in every case, when applicable and whether so expressly stated or not, to such spouse or members of the subscriber's family, the same as to the subscriber.

#### Section 1

#### **Term of Contract**

This contract shall continue for a term of one month only after the date of its execution and payment in advance of the prevailing charge and may be renewed at the option of The Cleveland Hospital Service Association (hereinafter referred to as the Service Association) from month to month, provided, however, that if upon such renewal the Service Association, as a condition of such renewal, changes the terms of the contract as to the amount of the charge or otherwise, the subscriber may at his option cancel the contract. Subscribers employed in organizations having payroll deductions for the purpose of paying charges under the Association's contracts, must notify the Association upon changing employment to another organization having such payroll deduction.

#### Section 2

#### **Hospital Service**

A. "Hospital Service" is defined to mean receiving a subscriber upon recommendation of a physician or surgeon, as provided in Section 3 below, into a Participating or other Contracting Hospital or any other hospital as provided herein as a bed patient, and furnishing to such subscriber if needed for the period hereinafter set forth, the following:

- 1. Bed in the class of room provided for in his contract.
- 2. Meals, including special diets and infant feedings.
- 3. General nursing service.
- 4. Operating room, cystoscopic room, cast room and treatment room services.
- 5. All anesthesia equipment and supplies and the administration of anesthesia by an employee of the hospital.
- X-ray examinations, when available in the hospital, including interpretation and professional supervision but excluding treatment.
- 7. Laboratory service, including interpretation and professional supervision.

- 8. Basal metabolism examinations, including interpretation and professional supervision.
- 9. Electrocardiograms, including interpretation and professional supervision.
- 10. Electroencephalograms, when available in the hospital, including interpretation and professional supervision.
- 11. Physical therapy, when available in the hospital, including administration and professional supervision.
- 12. Blood transfusions, including administration and blood typing, but excluding blood or blood plasma.
- 13. Oxygen and all drugs listed in the United States Pharmacopoeia (XIV); National Formulary (Ninth Edition); and New and Non-Official Remedies (1951), (including all supplements to these three publications made official prior to May 1, 1951).
- 14. Furnishing of radium and radioactive sub stances when owned by the hospital.
- 15. Preparation and use of gauze, cotton, fabrics, solutions, plaster and other materials in dressings or casts.
- B. "Hospital Service" shall include maternity care, including the use of the delivery room and the care of the new born infant during the hospital stay of the mother, provided the mother has been enrolled under a family contract for 9 consecutive months next preceding the date of admission.
- C. "Hospital Service" as provided for in this section shall be made available for a period not to exceed 30 days for each Hospital Confinement, and in case of hospitalization for more than 30 days, the subscriber shall receive a credit to apply on the charges of the hospital after such period in the amount of \$4.00 per day of hospital service to subscribers holding ward contracts and \$5.00 per day of hospital service in case of subscribers holding semi-private contracts, for a period of 90 days. "Hospital Confinement" means a continuous period of hospital confinement or successive periods of hospital confinement when the last date of discharge and the date of readmission are separated by less than 3 months. When more than 3 months separate the date of discharge and the date of readmission, another period of Hospital Confinement shall be available.
- D. If, because of sudden illness or emergency, the subscriber is unable to reach one of the Participating or Contracting Hospitals and receives hospitalization as a bed patient in a hospital which has entered into a contract or arrangements with another approved Blue Cross hospital service plan, and provided there is then in effect a reciprocal agreement between such plan and this Association, the subscriber so hospitalized shall receive those hospital service benefits which subscribers of such Blue Cross Plan are entitled to receive, except that the periods during which such benefits shall be made available shall be as stated in this agreement.
- E. If, because of sudden illness or emergency, the subscriber is unable to reach one of the Par-

ticipating or Contracting Hospitals and receives hospitalization as a bed patient in a hospital which has not entered into a contract or arrangements with another approved Blue Cross hospital service plan, or if the subscriber selects for hospital care any non-profit hospital in the State of Ohio which has no such contract or arrangement with another approved Blue Cross hospital service plan, then in either of such circumstances, the Service Association, upon receipt of notice and upon making said arrangements with such hospital for rendering service to the subscriber, will pay to such hospital the following sums:

- 1. The amount actually charged to the subscriber by such hospital for room, meals and general nursing services for each day of such hospital confinement, but not more than \$6.50 per day for subscribers holding semi-private contracts or \$5.00 per day for subscribers holding ward contracts during the first 30 days of each hospital confinement, and thereafter up to and including an additional 90 days at not more than \$5.00 per day for subscribers holding semi-private contracts or \$4.00 per day for subscribers holding semi-private contracts or \$4.00 per day for subscribers holding ward contracts during such hospital confinement as defined in Section 2C of this contract.
- 2. The amount actually charged to the subscriber by such hospital for Hospital Services, as described in Section 2A of this contract, except room, meals and general nursing services, during such confinement, but not more than \$65.00 for subscribers holding semiprivate contracts or \$50.00 for subscribers holding ward contracts, during any one confinement as defined in Section 2C of this contract.

If it is necessary that the subscriber avail himself of this provision, he should advise the hospital to which he is admitted to communicate with the Service Association immediately.

F. "Hospital Service" shall include in accident cases (not requiring hospital bed care) services of the character set forth above and excluding therefrom any fee of an attending physician or surgeon for services rendered, provided that such services shall be rendered within 24 hours of the accident, and further provided that such service is available at the hospital. In respect of accident services (not requiring hospital bed care) at a hospital that is not a Participating or Contracting Hospital, the benefit payable hereunder shall not exceed the amount of \$25.00.

G. "Hospital Service" does not include the following:

- 1. Services of a subscriber's attending physician, surgeons, or special nurses or their board, or other medical services except as described in this Section 2.
- 2. Ambulatory care, except as provided in Paragraph F of this section, which is defined to mean care rendered to one who is not regularly admitted to a hospital as a bed patient. Ambulatory care includes but is not limited to such services as hospital admissions solely for x-ray, laboratory and basal metabolism examinations, minor surgery, dentistry, elec-

trocardiograms, electroencephalograms, radiotherapy and physical therapy not incidental to necessary care as a bed patient.

- 3. Care in a health resort or rest home, or in an institution not providing constant care by registered nurses.
- 4. Care of industrial injuries or diseases if any hospital service is available to the subscriber under Workmen's Compensation Laws.
- 5. Care in veteran and marine hospitals.
- 6. Care provided by any governmental agency without cost to the subscriber.
- 7. Care of pulmonary tuberculosis or mental disease (psychosis) in hospitals operated by local, State or Federal governments.
- 8. Services of blood donors.
- 9. Special braces, appliances and ambulatory apparatus.
- H. "Semi-private room" is defined to be a room containing two or three beds.
- I. "Ward room" is defined to be a room containing four or more beds.
- J. "Day of Hospital Service," as used herein, is defined to mean the period, or any part thereof, between the census taking hours of two successive days. The "census taking hour" is defined to be the hour fixed by the Participating or other Contracting Hospital for counting the patients to whom it is rendering hospital care. In computing the number of days of hospital service furnished by the Participating or other Contracting Hospital to the subscriber, the day of the subscriber's admission shall be counted, but the day of discharge shall not be counted unless the subscriber is discharged upon the same day on which he or she is admitted.

K. By the acceptance of the delivery of this agreement, the subscriber hereby designates the hospital furnishing services to him or eligible family members as his agent to pay those charges incurred during the hospitalization defined under the terms of this section, and authorizes such hospital to seek reimbursement for such payment from the Service Association.

#### Section 3

#### **Admission To Hospital**

Hospital Service will be rendered to the subscriber only upon the recommendation of a physician or surgeon who is licensed to practice medicine by the State of Ohio and who is acceptable for practice in the Participating or other Contracting Hospital to which such recommendation is directed, and only during such time as the subscriber is under the treatment and care of such a physician or surgeon.

#### Section 4

#### Discharge By A Doctor

Hospital Service will not be rendered to the subscriber after notice to the Participating or other Contracting Hospital rendering such service by the physician or surgeon attending the subscriber that further hospitalization is unnecessary.

#### Section 5

#### Hospital Rules

Both the subscriber and the Physician or Surgeon attending the subscriber agree to conform to the rules and regulations, including the rules and regulations governing admittance and discharge, of the Participating or other Contracting Hospital to which the subscriber applies for admission or is admitted.

#### Section 6

#### Identification

The subscriber when required shall present his receipt to date or card of identification when applying for hospital service.

#### Section 7

#### More Expensive Accommodations

When a patient who is a subscriber to the Service Association requests more expensive accommodations, he may occupy such accommodations, if available, by paying the difference between the established room rates in the accommodations provided for in his contract and the more expensive accommodations.

The subscriber to the Service Association in paying the difference between established rates for the accommodations provided in his contract and the established rates for better accommodations, will carry with him into his better accommodations all the provisions of his contract which he would receive if he occupied the accommodations provided for in his contract.

#### Section 8

#### Accommodations Not Available

If, upon request by the subscriber for admission to any Participating or other Contracting Hospitals, all beds in the class of service provided for in his contract of such hospital should be filled, the subscriber agrees temporarily to accept accommodations of a different classification, which may be either less expensive or more expensive until a bed in the class of service provided for in his contract is available at which time the subscriber agrees to be moved into such bed. If all beds of such Participating or other Contracting Hospital are occupied, the subscriber agrees to accept a bed in the class of service provided for in his contract of another Participating or other Contracting Hospital to be selected by him or her, having such a bed available. If a bed in the class of service provided for in his contract is not available in any other Participating or other Contracting Hospital, the subscriber agrees to accept accommodations of a different classification, which may be either less expensive, or more expensive, in a Participating or other Contracting Hospital, to be selected by him or her, having such accommodations available, until a bed in the class of service provided for in his contract of such Participating or other Contracting Hospital is available, at which time the subscriber agrees to be moved into such bed. If all beds of every classification in all Participating or other Contracting Hospitals are filled at the time, the Service Association will refund to the subscriber a sum equal to twice the amount of the annual charge under this service contract, and the

subscriber agrees to accept said sum as liquidated damages in full and final discharge of the obligations and liabilities of each and all of the Participating or other Contracting Hospitals hereunder.

#### Section 9

#### Selection of Physician or Surgeon

This contract does not confer upon any Participating or other Contracting Hospital any right to select a physician or surgeon for the subscriber. The subscriber shall be at liberty to select his or her physician or surgeon, provided only that such physician or surgeon be licensed to practice medicine by the State of Ohio and be acceptable for practice in the Participating or other Contracting Hospital to which the subscriber is admitted, and nothing contained in this contract shall interfere with the ordinary relationship between the subscriber and any such physician or surgeon selected by the subscriber.

#### Section 10

#### Contract Not Transferable

No person other than the subscriber or his spouse or members of his family if entitled to hospital service hereunder, are entitled to any benefits under this contract. It is not transferable, and shall be forfeited if the subscriber attempts to transfer it, or aids or attempts to aid any other person in obtaining any benefits under it.

#### Section 11

#### Grace Period

This contract shall be forfeited if the subscriber fails to make any payment within thirty (30) days after the same becomes due and payable as provided in Section 1 above.

#### Section 12

#### Association Is Agent Only

This contract is executed by the Service Association solely as agent of the Participating or other Contracting Hospitals and nothing herein contained shall confer upon the subscriber or his spouse or any member of his family if entitled to hospital service hereunder, any claim, right, action or cause of action, either at law or in equity, against the Service Association except for its own acts and omissions.

#### Section 13

#### **General Conditions**

All service contracts shall be on printed forms which shall be provided by the Service Association. Neither the Service Association nor any of its agents or employees is authorized to vary or change the form or intent of such contract in any manner or degree except to make necessary and proper insertions in blank spaces. No service contract shall bind the Participating or other Contracting Hospitals to render Hospital Service for a period extending beyond one year after the date of its execution or renewal. Any notice herein provided for shall be conveyed to, and shall have been deemed to have been received by the party entitled to receive such notice, if the same is deposited in the United States mails, with postage prepaid, addressed to the home, principal office or place of business of such party.