

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

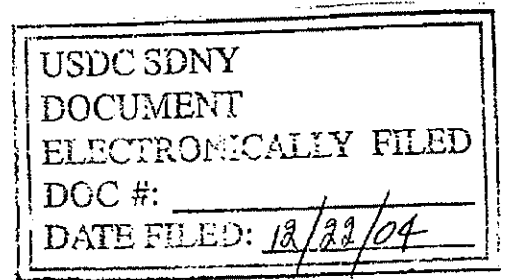
----- x
DAVID SHAW,

Plaintiff,

-against-

STUART SHAW, et al.,

Defendants.
----- x



04 Civ. 7224 (LAK)

ORDER

LEWIS A. KAPLAN, *District Judge*.

On November 24, 2004, defendants-cross claimants Louis Schure and Denise Shaw Schure moved, by order to show cause, for an order compelling defendant Stuart Shaw to (a) pay \$320,000, on or before December 1, 2004, to a rent-stabilized building that is a subject of this litigation in order to buy her out of her rights, (b) enter into a contract to sell the building for \$10 million with an existing offeror, and (c) vacate the premises in order to close the sale. Upon hearing the parties, the Court set the matter down for a preliminary injunction hearing to commence on November 29, 2004 at 9:30 a.m.

At some point between November 27 and the morning of November 29, 2004, the parties entered into a stipulation, which was "so ordered" by the Court on the morning of November 29, 2004, pursuant to which Stuart Shaw agreed in substance to enter into a contract, no later than 11:00 a.m. on that date, to sell the building to the highest bidder as of that time. (Docket item 17) The parties then agreed to extend that 11:00 a.m. deadline until 11:15 a.m.

Shortly after the appointed hour, another dispute erupted. Although the parties agreed that the highest bid as of the agreed closing time of 11:15 a.m. was the \$10 million Bullock bid, counsel for Stuart Shaw insisted that another bidder offered a higher price at approximately 11:20 a.m.¹ (Tr., Nov. 29, at 4-5) He sought leave to sign a contract to sell to the higher bidder. When the other two parties objected, the Court directed Stuart Shaw to sign the Bullock contract at \$10 million: (*Id.* 6-7).

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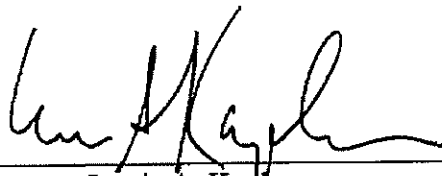
The transcript actually states 10:20. This is an error. Counsel in fact stated 11:20. This is perfectly clear from the context, for a few lines later the same lawyer agreed that only the Bullock contract – the \$10 million contract – was on the table at 11:15 a.m.

Stuart Shaw now moves to vacate or for reargument of the November 29, 2004 order that he sign the Bullock contract. His papers are a *pot pourri* of complaints concerning the expedited schedule of the preliminary injunction motion, the actions of his initial attorney in the matter, and the telephone facilities in the courthouse, among other things. In the last analysis, however, he overlooks the only truly salient point – he entered into a contract to sell to the highest bidder at 11:15 a.m. on November 29, 2004. He has advanced nothing to suggest that the order requiring him to comply with it was erroneous.

The Court has reviewed all of Mr. Shaw's arguments with care. They all are without merit. The motion is denied.

SO ORDERED.

Dated: December 22, 2004

A handwritten signature in black ink, appearing to read "Lewis A. Kaplan", written over a horizontal line.

Lewis A. Kaplan
United States District Judge