

CF HY LLC v. Hudson Yards LLC

Supreme Court of New York, Appellate Division, First Department

January 20, 2015, Decided; January 20, 2015, Entered

601579/08 -13982, 13981, 13980

Reporter

124 A.D.3d 490 *; 998 N.Y.S.2d 301 **; 2015 N.Y. App. Div. LEXIS 452 ***; 2015 NY Slip Op 00474 ****

[****1] CF HY LLC, Respondent, v Hudson Yards LLC et al., Defendants, and Baruch Singer, Appellant.

Subsequent History: Leave to appeal dismissed by, Appeal dismissed by *CF HY LLC v. Hudson Yards LLC*, 26 N.Y.3d 945, 2015 N.Y. LEXIS 2581, 17 N.Y.S.3d 62, 38 N.E.3d 805 (2015)

Motion granted by, Dismissed by *CF HY LLC v. Hudson Yards LLC*, 27 N.Y.3d 1145, 2016 N.Y. LEXIS 1774, 37 N.Y.S.3d 60, 57 N.E.3d 1097 (2016)

Motion granted by, Dismissed by *CF HY LLC v. Hudson Yards LLC*, 28 N.Y.3d 941, 2016 N.Y. LEXIS 2721, 38 N.Y.S.3d 510, 60 N.E.3d 404 (2016)

Prior History: [CF HY LLC v. Hudson Yards LLC, 2014 N.Y. Misc. LEXIS 4238 \(N.Y. Sup. Ct., Sept. 24, 2014\)](#)
[CF HY LLC v. Hudson Yards LLC, 2013 N.Y. Misc. LEXIS 7082 \(N.Y. Sup. Ct., Dec. 4, 2013\)](#)

Core Terms

unanimously, costs

Headnotes/Summary

Headnotes

Mortgages—Deficiency Judgments—Determination of Fair Market Value

Counsel: [***1] Katsky Korins, New York (Joel S. Weiss of counsel), for appellant.

Sills Cummis & Gross P.C., New York (Mitchell D. Haddad and Jessica R. Brand of counsel), for respondent.

Judges: Tom, J.P., Saxe, Feinman, Clark, Kapnick, JJ.

Opinion

[*490] [**301] Judgment, Supreme Court, New York County (Shirley Werner Kornreich, J.), entered July 10, 2014, in favor of plaintiff in the total amount of \$25,764,306.96, unanimously affirmed, with costs. Appeals from orders, same court and Justice, entered on or about December 4, 2013 and January 14, 2014, unanimously dismissed, without costs, as subsumed in the appeal from the judgment.

The court's determination of the mortgaged property's fair market value was within the range of the conflicting expert testimony and was otherwise supported by the evidence presented at the hearing (*see generally Trustco Bank v Gardner*, 274 AD2d 873, 711 NYS2d 597 [3d Dept 2000]). The court properly considered the purchase price of the property after the foreclosure sale (*see Plaza Hotel Assoc. v Wellington Assoc.*, 37 NY2d 273, 277, 333 NE2d 346, 372 NYS2d 35 [1975]).

The court providently exercised its discretion in denying defendant-appellant's request for an adjournment of the hearing until after he testified as a party witness in a separate trial (*see Pezhman v Department of Educ. of the City of N.Y.*, 113 AD3d 417, 417, 977 NYS2d 886 [1st Dept 2014], *lv* [****2] *denied* 22 NY3d 863, 983 NYS2d 494, 6 NE3d 613 [2014], *cert denied* 572 US ___, 134 S Ct 2303, 189 L Ed 2d 175 [2014]).

We have considered defendant's remaining arguments and find them unavailing. Concur—Tom, J.P., Saxe, Feinman, Clark and Kapnick, JJ.

[****2]

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