

against a non-partner, such as United. *Id.* at 2. Plaintiff argues that the Partnership should not have to pay the rent in question until it is determined whether that figure is subject to offsets in the form of claims for monies owed to the Partnership from United. According to Plaintiff, allowing the satisfaction of this debt outside of the “Claims Resolution Process” would be “manifestly unjust” and warrants reconsideration pursuant to LRCi 7.3 (2) and (3). *Id.* at 3.

Defendants argue that Plaintiff’s Motion fails “to establish the ‘need to correct clear error or prevent manifest injustice.’” Opposition, 1 (*citing* LRCi 7.3(3)). According to Defendants, Plaintiff not only fails to establish that reconsideration is necessary, but also fails to sufficiently present any argument that he is legally entitled to a stay of the Order. Opposition, 2 (*citing Tip Top Constr. Corp. v. Gov't of the V.I.*, 2014 V.I. Supreme LEXIS 15 (V.I. 2014)). Defendants submit that all of Plaintiff’s concerns regarding offsets “...can be resolved by way of the accounting to be submitted by the Partners...” Opposition, 6.

By his Reply, Plaintiff implies that serious problems could arise in connection with payments by the Liquidating Partner (Yusuf) to a company in which he holds a substantial interest (United). Reply, 2. The Court is unpersuaded. Plaintiff presents no sufficient practical or legal reason for the Court to stay any portion of its April 27, 2015 Order. The Partnership is currently being liquidated. There remain sufficient funds in the established Partnership accounts to satisfy the full amount of the rental debt owed to United.

The process established calls for the distribution of Partnership assets to satisfy Partnership debts, such as the rents owed to United. Plaintiff expresses concerns that the Partnership is entitled to offsets against those rent payments for obligations due the Partnership from United. Specifically, Plaintiff cites the unilateral action of Yusuf to pay from Partnership funds to United on August 15,

2012 the amount of \$2,784,706.25 utilized by United to purchase real property in its own name; and Yusuf's payment over the period October 2012 through March 2013 from Partnership funds to satisfy legal bills incurred by United. To the extent that such unilateral payments of Partnership funds by Yusuf were unwarranted, Hamed retains the right to seek recourse by offsets to distributions of Partnership assets that would otherwise be owing to Yusuf during the Partnership liquidation process. The Court remains confident that, under direction and supervision of the Master, all legitimate Partnership debts can be satisfied, and that the Partners' accounting and distribution to Partners can be fully accomplished by the procedures in place with the funds that will remain in the Claims Reserve Account.

As the Court finds that Plaintiff has not presented any new evidence or established any potential manifest injustice that might befall either Plaintiff or the Partnership, the Court declines to reconsider or to stay its April 27, 2015 Order. *See* LRCi 7.3(3).

On the basis of the foregoing, it is hereby

ORDERED that Plaintiff's Motion and Memorandum in Support of Motion for Reconsideration of Portion of Rent Order is DENIED.

Dated:

June 5, 2015


DOUGLAS A. BRADY
Judge of the Superior Court

ATTEST:

ESTRELLA GEORGE
Acting Clerk of the Court

By:


Court Clerk Supervisor
6/5/15