



In compliance with the Mandate, and in the absence of assistance from the parties, the Court has reviewed the record before it on the motion to confirm the arbitration award. There does not appear to be any issue of mistranslation. The translation of the arbitration award that Schwartzman annexed to his petition to confirm provides that “[t]he entire sum should be deposited only into the hands of the Court Secretary.” This Court draws the inference that “Court Secretary” refers to the secretary of the arbitration tribunal. As the Circuit Court noted, Harlap never called this Court’s attention to this provision and still has not on remand. Nevertheless, the Mandate requires entry of judgment to reflect this provision.

Accordingly, the Clerk of the Court is directed to enter judgment in the same form as originally entered, except the final decretal paragraph from the original judgment shall be deleted, and in its place the judgment shall provide that it is ORDERED AND ADJUDGED that the petition to confirm the award is granted; that the motion to vacate the award is denied; and that judgment is hereby entered in favor of petitioner, Betzalel Schwartzman, and against respondent, Yaakov Harlap, also known as Jacob Charlap, in the amount of \$66,000.00, plus interest at the federal rate applicable to judgments from September 26, 2006, to the date of the arbitration award, provided, however, that all payments shall be made to the Court Secretary, Beit Hora’Ah, West Bnei-Brak, Rehov Rabi Akiva 48 (Kook 1), Bnei Brak, Israel.

**SO ORDERED.**

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U.S.D.J. 11

Dated: Brooklyn, New York  
July 19, 2010