

**Supreme Court of the State of New York**  
**Appellate Division: Second Judicial Department**

D18467  
C/hu

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Argued - February 1, 2008

PETER B. SKELOS, J.P.  
STEVEN W. FISHER  
JOSEPH COVELLO  
RANDALL T. ENG, JJ.

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2007-00377

DECISION & ORDER

Naber Electric Corp., appellant, v Hawthorne Cedar  
Knolls Union Free School District, et al. respondents.

(Index No. 8985/05)

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Welby, Brady & Greenblatt, LLP, White Plains, N.Y. (Geoffrey S. Pope of counsel),  
for appellant.

John E. Osborn P.C., New York, N.Y. (Robert J. Egielski of counsel), for  
respondents.

In an action to recover damages for breach of contract and to foreclose a mechanic's  
lien, the plaintiff appeals from an order of the Supreme Court, Westchester County (Rudolph, J.),  
dated November 15, 2006, which granted the defendants' motion to vacate the extension of notice  
of mechanic's lien against their real property filed by the plaintiff on August 8, 2006.

ORDERED that the appeal is dismissed as academic, without costs or disbursements.

“[A]n appeal will be considered moot unless the rights of the parties will be directly  
affected by the determination of the appeal and the interest of the parties is an immediate consequence  
of the judgment” (*Matter of Hearst Corp. v Clyne*, 50 NY2d 707, 714). Since the extension of notice  
of mechanic's lien would have expired on August 8, 2007 (*see* Lien Law § 17), the parties' rights  
would not be affected by a decision and order reinstating the extension of notice of mechanic's lien.

March 18, 2008

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KNOLLS UNION FREE SCHOOL DISTRICT

Thus, this appeal has been rendered academic (*see Matter of Fullerton Land Dev. v Meyer*, 292 AD2d 607). Moreover, this case does not warrant invoking the exception to the mootness doctrine (*see Matter of Hearst Corp. v Clyne*, 50 NY2d at 714-715).

SKELOS, J.P., FISHER, COVELLO and ENG, JJ., concur.

ENTER:

A handwritten signature in black ink, reading "James Edward Pelzer". The signature is written in a cursive, flowing style.

James Edward Pelzer  
Clerk of the Court