

ORIGINAL

2007-5063, -5064, -5089

UNITED STATES COURT OF APPEALS FOR THE FEDERAL CIRCUIT

**FRANK P. SLATTERY, JR., on behalf of himself and on behalf of
all other similarly situated shareholders of Meritor Savings Bank,**

**Plaintiff-Cross Appellant,
and**

**STEVEN ROTH,
and INTERSTATE PROPERTIES,**

Plaintiffs-Cross Appellants,

v.

UNITED STATES,

Defendant-Appellant.

**Appeal from the United States Court of Federal Claims in 93-CV-280,
Senior Judge Loren A. Smith.**

REPLY BRIEF FOR DEFENDANT-APPELLANT, THE UNITED STATES

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