

ers and obligations as the known and established policy of that government authorizes. Anything done in that country under the authority of such law which discharges it from liability there discharges it everywhere."

The Chatham Investment Company, incorporated under the laws of the state of Georgia, when dissolved according to those laws, became a dissolved corporation everywhere,—dead in Florida as well as Georgia. As the case presents itself to us, we are clearly of opinion that the demurrer to the bill of complaint should have been sustained. As this necessitates the reversal of the judgment, and directs a dismissal of the bill, it is unnecessary to consider the other assignments of error. Although we have found the judgment at law, which was the basis of complainant's bill, invalid, we are inclined to the opinion, from our examination of the record, that the appellee may have equities which, properly presented, can be recognized and enforced. We shall therefore reverse the decree appealed from, and remand the cause, with instructions to dismiss the bill, but without prejudice. And it is so ordered.

---

HADDEN et al. v. DOOLEY et al.

(Circuit Court of Appeals, Second Circuit. May 12, 1896.)

1. APPEAL FROM ORDER CONTINUING PRELIMINARY INJUNCTION—DECISION.

On an appeal from an order denying a motion to dissolve an injunction pendente lite, restraining an execution sale of personal property, *held*, that the court of appeals could not determine questions of law which might depend upon undisclosed facts, or questions of fact upon ex parte affidavits of the character of those presented in the record; and that, as the questions arising were proper subjects for deliberate examination, the order would be affirmed, under the rule that, where a stay of proceedings will not cause too great injury to defendants, it is proper to preserve the existing state of things until the rights of the parties can be fully investigated.

2. SAME—AFFIRMANCE—RESERVATION OF RIGHT TO MODIFY.

Where an order refusing to dissolve an injunction pendente lite restraining a sheriff from selling certain silks on execution was affirmed, but it appeared to the court that a sale of the goods would be to the pecuniary advantage of both parties, *held*, that leave would be reserved to the court below to modify its order so that by consent of the parties the silk might be sold under the execution, after ample notice, and the proceeds placed in the registry to await a final decision.

Appeal from the Circuit Court of the United States for the Southern District of New York.

Edward Winslow Paige, for appellants.

H. K. Twombly, for appellees.

Before WALLACE and SHIPMAN, Circuit Judges.

SHIPMAN, Circuit Judge. This is an appeal from an order of the circuit court of the United States for the Southern district of New York, dated December 12, 1895, which denied a motion to dissolve an injunction pendente lite, and continued it until the further order of the court. The original order restrained, pendente lite, the

sheriff of Kings county from selling the property of the Natchaug Silk Company in his possession as sheriff upon executions against said company in favor of John A. Pangburn or Michael F. Dooley, as receiver, and restrained Pangburn and Dooley from further proceedings at law against the property of said silk company in the state of New York.

An outline of the facts is as follows: On April 23, 1895, the Natchaug Silk Company, a Connecticut corporation, hereinafter called the "Silk Company," owed the First National Bank of Willimantic, a national banking association, hereinafter called the "Bank," located in Connecticut, over \$300,000, and was entirely insolvent. In consequence of this indebtedness the bank suspended, and Michael F. Dooley was appointed its receiver on April 26, 1895, by the comptroller of the currency. On April 23, 1895, J. D. Chaffee, as president and general manager of the silk company, in consideration of and to reduce this indebtedness, sold to the bank 107 cases of manufactured silk, the value of which cannot be accurately ascertained from the affidavits, but which is said to be about \$20,000. They were then, or had been, shipped to New York City, where they were subsequently taken by Dooley into his possession, and removed to Brooklyn. On May 8, 1895, he, as receiver, attached the goods by an attachment which was subsequently dissolved. On May 30, 1895, he sold and assigned to Pangburn, who is a resident of the state of New York, notes of the silk company, not paid by this transfer, amounting to about \$67,000, for the nominal consideration of \$200, which sale Dooley made by virtue of an order of the circuit court of the Southern district of New York, with the approval of the comptroller of the currency, for the purpose of enabling a suit to be brought in the state of New York, by a resident of that state, in his own name, against the silk company, a foreign corporation. Pangburn did bring suit on said notes against the silk company on June 1, 1895, in the proper state court, obtained judgment for the full amount thereof, and an execution, which was levied by the sheriff of Kings county upon these cases of silk. The sale was stopped by this injunction order. On June 6, 1895, the complainants, who are creditors of the silk company to the amount of about \$22,000, brought suit against it in a court of the state of New York, and obtained an order of attachment, under which the sheriff of Kings county levied an attachment upon the same silk. On July 2, 1895, the complainants brought a bill in equity, upon which the injunction order now in question was issued, against Dooley, Pangburn, the silk company, and others, alleging that all their acts in connection with the silk were fraudulent, and praying for relief by injunction and otherwise. It thus appears that the bank and the complainants are creditors of the silk company, and that Dooley, as receiver of the bank, and the complainants, are each striving to obtain a firm hold upon the silk as a means of payment for their respective debts.

The complainants present questions of law or of fact at each step of the bank's proceedings. Two of them are of a character which cannot be determined upon the affidavits. The first is that Chaffee, as president and general manager of the silk company, which was in