MEMORANDUM DECISIONS.

THE ADVANCE. ATLANTIC TRUST CO. v. PROCEEDS OF THE ADVANCE et al. (Circuit Court of Appeals, Second Circuit. May 12, 1896.) No. 707. Appeal from the District Court of the United States for the Southern District of New York. Cary & Whibridge, for appellants. Carter & Ledyard, for appellee. Discontinued by consent.

THE ADVANCE. HARD et al. v. PROCEEDS OF THE ADVANCE. (Circuit Court of Appeals, Second Circuit. May 12, 1896.) No. 710. Appeal from the District Court of the United States for the Southern District of New York. Cary & Whibridge, for appellants. Carter & Ledyard, for appellee. Discontinued by consent.

THE ALLIANCA. COMMERCIAL UNION ASSUR. CO. v. THE ALLIANCA et al. (Circuit Court of Appeals, Second Circuit. December 19, 1895.) No. 516. Appeal from the District Court of the United States for the Southern District of New York. Butler, Stillman & Hubbard, for appellant. Carter & Ledyard, for appellees. No opinion. Decree affirmed, with costs, on opinion of the district judge. See 64 Fed. 871.

THE ALLIANCA. LONDON ASSUR. CORP. v. THE ALLIANCA et al. (Circuit Court of Appeals, Second Circuit. March 19, 1896.) No. 621. Appeal from the District Court of the United States for the Southern District of New York. Willard Parker Butler, for appellant. Carter & Ledyard, for appellees. Discontinued.

AMERICAN BUTTONHOLE, OVERSEAMING & SEWING MACHINE CO. v. BABCOCK. (Circuit Court of Appeals, Sixth Circuit. October 19, 1896.) No. 421. Submitted on briefs from the circuit court of the United States for the Eastern district of Michigan. George W. Radford, for appellant. Bowen, Douglas & Whiting, for appellee. No opinion. Judgment affirmed.

AMERICAN GROCERY CO. v. GODILLOT. (Circuit Court of Appeals, Third Circuit. February 22, 1897.) Appeal from the Circuit Court of the United States for the District of New Jersey. J. C. Clayton, for appellant. H. Aplington, for appellee. Before DALLAS, Circuit Judge, and BUTLER and WALES, District Judges.

PER CURIAM. The judges by whom this case was heard, including the late Judge WALES, had, some time previous to his death, all agreed upon the disposition to be made of it. The survivors of those who then constituted the court do not deem it necessary, under the circumstances, to do more than announce the judgment which had thus been unanimously determined upon. In accordance therewith the decree of the court below is affirmed.

ANDERSON v. MACKAY. (Circuit Court of Appeals, Second Circuit. November 11, 1895.) No. 630. Error from the Circuit Court of the United States for the Southern District of New York. George Putnam Smith, for plaintiff in error. Robert H. Griffin, for defendant in error. Dismissed on motion.

ASPINWALL v. GLENN. (Circuit Court of Appeals, Second Circuit. October 15, 1891.) No. 313. Appeal from the Circuit Court of the United States for the Southern District of New York. George Zabriskie, for appellant. B. N. Harrison, for appellee. No opinion. Decree affirmed, with costs.

THE BEACONSFIELD. SANBERN v. THE BEACONSFIELD et al. (Circuit Court of Appeals, Second Circuit. June 19, 1895.) No. 432. Appeal from the Circuit Court of the United States for the Southern District of New York. J. Parker Kirlin, for William Libbey. George A. Black, for claimant Elizabeth Cleugh. Sidney Chubb, for libelants. Dismissed by consent.

BRANCHI v. GLENN. (Circuit Court of Appeals, Second Circuit.) No. 314. Appeal from the Circuit Court of the United States for the Southern District of New York. George Zabriskie, for appellant. B. N. Harrison, Charles Marshall, and A. H. Masten, for appellee. No opinion. Decree affirmed, with costs, on opinion in Furnald v. Glenn, 12 C. C. A. 27, 64 Fed. 49.

BROWN et al. v. PRINCE STEAM SHIPPING CO., Limited. HARTMAN v. SAME.[1] (Circuit Court of Appeals, Fifth Circuit. December 1, 1896.) No. 497. Appeal from the District Court of the United States for the Eastern District of Louisiana. Before PARDEE and McCORMICK, Circuit Judges, and SPEER, District Judge.

PER CURIAM. The appeals in the above-entitled consolidated cause were heard shortly prior to the close of the last term, but, owing to the voluminous record and briefs and sickness among the judges, were not then decided. The controlling question is whether the supplies furnished by W. H. Brown Sons to the steamship Moorish Prince, and services rendered by Charles Hartman to the steamship British Prince, were supplies furnished and services rendered respectively on the credit of the ships, or upon contracts with, and on the credit of, the charterers, the Metropolitan Trading Association, Limited, of London. After a careful consideration of the conflicting evidence and of the able briefs and oral arguments submitted, we reach the conclusion that the decrees of the district court dismissing the appellant's libels are in accordance with the preponderance of evidence, and therefore said decrees are affirmed.

BRYSON et al. v. KOONS. (Circuit Court of Appeals, Fourth Circuit. February 12, 1897.) No. 213. Error to the Circuit Court of the United States for the Western District of North Carolina. Moore & Moore, for defendant in error. No opinion. Cause docketed and dismissed on certificate of clerk, pursuant to sixteenth rule; plaintiffs in error having failed to file record by return day of the writ of error.

[1] Rehearing denied January 26, 1897.