these circumstances, the court below was unquestionably right in holding that negligence could not be ascribed to them by reason of the existence of a defective condition of the drawbridge which they knew but made no effort to remedy. There is nothing in the evidence which would have justified a finding that the bridge tender violated any duty which was owing to the appellant, by refusing to allow the tug to open the bridge. So far as appears, he honestly believed that, if the tug were permitted to attempt to swing the bridge, it would be likely to cause further breakage. He had a right to exercise his best judgment upon the subject, and would have been derelict if he had not done so; and, indeed, we see no reason to doubt that the judgment which he acted upon was a just one. There was no lack of diligence in causing the bridge to be opened. The period which ensued, from 3 o'clock in the afternoon of one day until before 10 o'clock the next morning, was not an unreasonable one, under the circumstances. The decree of the district court is affirmed.

MEMORANDUM DECISIONS.

AMERICAN BONDING & TRUST CO. OF BALTIMORE CITY v. GEORGE A. FULLER CO. (Circuit Court of Appeals, Eighth Circuit. January 13, 1899.) No. 1,129. In Error to the Circuit Court of the United States for the Eastern District of Missouri. M. W. Huff, W. J. Stone, and G. S. Hoss, for plaintiff in error. W. F. Boyle, H. S. Priest, and F. W. Lehmann, for defendant in error. Dismissed at costs of plaintiff in error, per stipulation of parties, and mandate waived.

AMERICAN HOIST & DERRICK CO. v. MINNEHAHA GRANITE CO. (Circuit Court of Appeals, Eighth Circuit. January 3, 1899.) No. 1,142. In Error to the Circuit Court of the United States for the District of South Dakota. T. B. McMartin, Frank R. Aiken, and Harold E. Judge, for plaintiff in error. Charles O. Bailey and John H. Voorhees, for defendant in error. Dismissed, without costs to either party in this court, per stipulation of parties.

AMERICAN SURETY CO. OF NEW YORK v. CITY OF SENECA. (Circuit Court of Appeals, Eighth Circuit. December 6, 1898.) No. 1,090. In Error to the Circuit Court of the United States for the District of Kansas. John Martin and H. L. Heald, for plaintiff in error. Frank Wells, Ira K. Wells, W. H. Rossington, Charles Blood Smith, and Clifford Histed, for defendants in error. Dismissed, with costs, on motion of the defendant in error, for want of jurisdiction.

CARR v. TILLINGHAST. (Circuit Court of Appeals, Ninth Circuit. February 16, 1898.) No. 411. In Error to the Circuit Court of the United States for the District of Washington. George D. Schofield and T. W. Hammond, for plaintiff in error. P. Tillinghast, for defendant in error. Dismissed by agreement, pursuant to the twentieth rule. See 82 Fed. 298.

CENTAUR CO. v. REINECKE. (Circuit Court of Appeals, Fifth Circuit. December 13, 1898.) No. 759. Appeal from the Circuit Court of the United States for the Northern District of Texas. Suit by the Centaur Company against A. F. Reinecke for unfair competition in trade, and to enjoin the use of an alleged infringing label. An application for a preliminary injunction was denied, and plaintiff appeals. Centaur Co. v. Neathery, 91 Fed. 891, followed. Edmund Wetmore and De Edward Greer, for appellant. F. C. Dillard, for appellee. Before PARDEE, Circuit Judge, and SWAYNE and PARLANGE, District Judges.

SWAYNE, District Judge. The answers in this cause, and in the one against J. M. Neathery in the circuit court of the United States for the Eastern district of Texas, show that the said Reinecke and Neathery were at the time of the filing of the bills in the respective cases engaged in the manufacture of Castoria; that they were partners in said business, and jointly interested therein. The case made by the bill, answer, and exhibits was identical with that of Centaur Co. v. Neathery, 91 Fed. 891. The two causes were argued and submitted together, and the decision of the court in that case will control in this. The ruling of the circuit court of the United States for the Northern district of Texas herein is reversed, and the said court is directed to issue a preliminary injunction as prayed.

CENTRAL APPALACHIAN CO. et al. v. BUCHANAN. CORPORATION TRUST CO. v. SAME. (Circuit Court of Appeals, Sixth Circuit. January 3, 1899.) No. 587. Petition for modification of decree denied. See 90 Fed. 454.

CHICAGO BRIDGE & IRON CO. v. NELSON. (Circuit Court of Appeals, Eighth Circuit. January 27, 1899.) No. 1,158. In Error to the Circuit Court of the United States for the District of Minnesota. C. K. Davis, Frank B. Kellogg, and C. A. Severance, for plaintiff in error. Dismissed, without costs to either party in this court, per stipulation of parties.

CITY OF LITTLE ROCK v. HUMES. (Circuit Court of Appeals, Eighth Circuit. January 28, 1899.) No. 1,191. Appeal from the Circuit Court of the United States for the Eastern District of Arkansas. F. L. McCain, W. J. Terry, W. S. McCain, and Jacob Trieber, for appellant. U. M. Rose. W. E. Hemingway, and G. B. Rose, for appellee. Dismissed, with costs, for want of jurisdiction.

CITY OF LINCOLN, LANCASTER COUNTY, NEB., v. BLADO. (Circuit Court of Appeals, Eighth Circuit. December 14, 1898.) No. 1,082. In Error to the Circuit Court of the United States for the District of Nebraska. Joseph R. Webster, for plaintiff in error. J. W. Deweese and F. A. Bishop, for defendant in error. No opinion. Affirmed, with costs.

DOIG v. MORGAN MACH. CO. (Circuit Court of Appeals, Second Circuit. January 5, 1899.) No. 116. Appeal from the Circuit Court of the United States for the Northern District of New York. For opinion of circuit court, see 89 Fed. 489. F. F. Church and Melville Church, for appellant. W. W. Hoover, for appellee. Before WALLACE, LACOMBE, and SHIPMAN, Circuit Judges.

PER CURIAM. In view of the state of the prior art as disclosed in the present record, it is not improbable that the defendant may succeed at final hearing in establishing the defenses upon which it relies to the two claims in