

3-3-1976

## 03-03-1976 Justice White, Per Curiam

Byron R. White  
*US Supreme Court Justice*

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To: The Chief Justice *HAB*  
Mr. Justice Brennan  
Mr. Justice Stewart  
Mr. Justice Marshall  
 Mr. Justice Blackmun  
Mr. Justice Powell  
Mr. Justice Rehnquist  
Mr. Justice Stevens

From: Mr. Justice White

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1st DRAFT

SUPREME COURT OF THE UNITED STATES

Nos. 74-858 AND 74-859

Hugh L. Carey, Governor of  
the State of New York,  
et al., Appellants,  
74-858 v.  
Bert Randolph Sugar and  
Wrestling Revue, Inc.  
Curtis Circulation Company  
and Continental Casualty  
Company, Appellants,  
74-859 v.  
Bert Randolph Sugar and  
Wrestling Revue, Inc.

On Appeals from the United  
States District Court for  
the Southern District of  
New York.

[March —, 1976]

PER CURIAM.

This is an appeal from the judgment of a three-judge federal court declaring unconstitutional and enjoining the enforcement of certain statutes of the State of New York which provide for prejudgment attachment of a defendant's assets. On April 13, 1973, appellant Curtis Circulation Co. (Curtis) filed a suit against appellees Sugar, Wrestling Revue, Inc. (Wrestling), and Champion Sports Publications, Inc. (Champion), in a New York state court. The complaint alleged that Curtis had advanced over \$100,000—of which \$28,588.08 remained unpaid—to Champion under a contract with Champion pursuant to which Champion had agreed to permit Curtis to market certain identified sports magazines. It fur-