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03-24-1976 Justice White, Per Curiam

Byron R. White
US Supreme Court Justice

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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 24, 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-