now held that when one engaged in any business or occupation sells out his stock in trade and good-will he may make a valid contract with the purchaser binding himself not to engage in the same business in the same place for a time named, and he may be enjoined and restrained from violating his contract. This is about as far as contracts in restraint of trade have been upheld by the courts of this country or in England. The general principles above announced will be found in all text-books upon contracts, and find support in many adjudged cases. We have not thought it necessary to set out or cite the cases. They will be found collected in 3 Am. & Eng. Enc. Law, p. 882, and 10 id., p. 943; 2 Pars. Cont. p. 747. Applying these rules to the contract under consideration, we are to inquire first whether there is a sufficient consideration for the promise of the defendants and the other parties who executed the instrument not to engage in dealing in butter at Storm Lake. It is very plain that there was no money paid to them as a consideration. The plaintiffs did not purchase any stock of butter which the defendants had on hand. They paid nothing for an established plant or place of doing business, nor for the good-will of any business. So far as appears, they went into the town of Storm Lake, and proposed to go into the butter business if the other persons then engaged in that business would agree to quit that line of trade for two years. In all the search we have made for authority upon this branch of the controversy we have found no warrant in any precedent for holding that this is a sufficient consideration. There are cases which hold, and the law is well settled, that where a party proposes to expend money in erecting a manufactory or other plant which may be a public benefit, subscriptions in aid of the enterprise are valid obligations. But such contracts are widely different in principle from the agreement under consideration. Suppose the plaintiffs had made a proposition to the dry goods merchants of Storm Lake that if they would all quit the business for two years, without any consideration being paid to them for so doing, the plaintiffs would establish a dry goods store at that place, and the proposition had been accepted, it would be a marvellous decision if any court would hold that there was any consideration for such a contract. Iowa Sup. Ct., June 1, 1891. *Chaplin* v. *Brown*.

A PARALLEL TO THE CUMMING CASE.

Those who are fond of noting curious coincidences have discovered a notable one with reference to the baccarat scandal. On the 10th Feburary, 1836, there was tried in the Court of King's Bench, before the Lord Chief Justice of England, an action for defamation, the plaintiff being a noble lord and the defendant a gentleman of position and a member of Crockford's, Graham's, and the Bentinck clubs. The slander was to the effect that the noble plaintiff had cheated at cards. The leading counsel for the plaintiff was the Attorney-General of the day, Sir William Follet, who, in his opening speech, denounced the accusation of cheating as a deliberate conspiracy to ruin his client. After a good deal of unsavoury evidence the jury returned a verdict for the defendant, and what was the name of the defendant? It was Cumming. No connection at all of the gentleman who has come to grief in the baccarat case; still the occurrence of the same name in two kindred actions, with so wide a gulf of time between them, is strange enough. Mr. George Augustus Sala, in his 'Echoes of the Week,' writes as follows:—"I read in the report of the trial of *De Ros* v. *Cumming* that 'the case had excited much interest in fashionable circles,' and the Court was excessively crowded. So you see there is not much ground for the dolorous jeremiads to which we had to listen lately about the presence of ladies of fashion at crapulous trials being an unmistakable symptom of the degeneracy of the age. The ladies flocked to the House of Lords when the Duchess of Kingston was tried for bigamy, and to the Old Bailey when the Rev. Dr Dodd was tried for forgery. The last named criminal was quite a fashionable lion. "My Lord Chesterfield's tutor; chaplain to the Magdalen Hospital, my dear; preached such sweet sermons. Ah! I thought so: Guilty. Have you a little more ratafia left in your flask, dear Lady Betty?" Bless the ladies! Why should they