

of the Port Royal & Augusta Railway Company to the control and possession of its own railway, as against the right of this court to possession of the railway and its properties under the bill of The Central Railroad & Banking Company of Georgia v. The Farmers' Loan & Trust Company et al. The bill does not appear to be in any wise ancillary to, or dependent on, the Rowena Clark bill, in so far, at least, as the Port Royal & Augusta Railway Company is concerned.

Assuming, however, for this hearing, that this court is fully seised of jurisdiction under the said bill of all the property of the Central Railroad & Banking Company of Georgia for the purposes alleged and the relief prayed for, it does not follow that, under the facts shown by the record, the court has any jurisdiction over the Port Royal & Augusta Railway Company. The citizenship of the two corporations, even if there was a controversy between them, is such—both being Georgia corporations—as not to confer, but rather to forbid, jurisdiction. The Central Railroad & Banking Company asserts no ownership over, nor estate in, the Port Royal & Augusta Railway Company, nor in its property, nor any controversy with it as to ownership or lien. It asserts the ownership of stock in, and that it is a creditor of, that corporation, and that it has, for many years, as creditor and stockholder, controlled the same. The Port Royal & Augusta Railway Company is a distinct corporation, fully organized, with all of its rights as such in full force, and the Central Railroad & Banking Company has no right to its possession and control, save through the legitimate influence it may exert as a majority stockholder. The possession and control of this court by its receiver under the bill referred to cannot be greater than the right of the Central Railroad & Banking Company.

I have noticed the showing made on behalf of the Central Railroad & Banking Company as to the great advantages derived by the Port Royal & Augusta Railway Company from the past and present management, and as to the injuries which will result from taking the said railway out of the Central system, as well as the showing presented by the bill filed in the state court of the injurious effects and general disaster which results to the Port Royal & Augusta Railway Company by reason of the domination and control of the Central Railroad & Banking Company of Georgia, and am of the opinion that there is great exaggeration on both sides in the matter. A determination, however, of the issue would not aid the court in reaching a proper conclusion in the present matter. In my opinion, an order should be entered in the case of The Central Railroad & Banking Company of Georgia v. The Farmers' Loan & Trust Company et al., releasing and discharging the Port Royal & Augusta Railway Company, its properties and assets, from the possession of the court and the custody of the receiver.

JAMES T. HAIR CO. v. HUCKINS.

(Circuit Court of Appeals, Eighth Circuit. May 15, 1893.)

No. 209.

1. INJUNCTION—BREACH OF CONTRACT—ADEQUATE REMEDY AT LAW.
Injunction will not lie to restrain the breach of a contract whereby defendant agreed that for the term of five years he would use plaintiff's hotel registers in his business, and no others, for plaintiff has an adequate remedy at law; and a bill filed praying such an injunction is demurrable upon this ground.
2. SAME—REVIEW.
A decree of the lower court sustaining a demurrer to such bill, on the ground that the contract sued on is in restraint of trade, will be affirmed on appeal on the ground of adequate remedy at law, (this having been one ground of demurrer,) and the question of the validity of the contract will not be considered.

Appeal from the Circuit Court of the United States for the Eastern District of Arkansas.

In Equity. This was a suit by the James T. Hair Company against Joseph Huckins to restrain the alleged violation of a contract. The court below sustained a demurrer to the bill, and complainant appeals. Affirmed.

Statement by CALDWELL, Circuit Judge:

The appellant, the James T. Hair Company, and the appellee, Joseph Huckins, entered into a contract, of which the following is a copy:

“Texarkana, May 11th, 1888.

“To whom it may concern: In consideration of the reduced rates (as given elsewhere on this leaf) at which our registers are to be supplied to us, and in further consideration of our hotels being advertised as other hotels are in the ‘American Hotel Guide,’ free of further charge to us, we have severally contracted with James T. Hair Company to use their supplies of advertising hotel register books upon our respective hotel counters. These books are to be of good material, and well made, and we agree to use them, and no other registers, exclusively, as register books upon our public hotel counters from the time we receive them until they are filled with guests’ names (in their own autographs, when possible) in the usual course of business. We also agree that we will refer our guests seeking purchases or professional services to the cards of those firms that shall be represented on the leaves of our register books from time to time, as opportunity is afforded us. We further agree to give said company notice at their Chicago office at least forty days prior to our needing additional registers under this agreement from time to time. This contract to be in force from and after date, or from the expiration of any present contract, if any now in existence, and is made for the term of five years, or while we, or either of us, are in the hotel business, if less than that time. Joseph Huckins.”

Huckins ordered and paid for hotel registers under the contract from the date thereof up to June, 1889, when he ceased to order registers from the appellant, and procured them elsewhere. Thereupon the appellant filed this bill in equity, setting out the foregoing facts, and alleging that, if the appellee continued to refuse to use its registers for the time the contract had to run, it would be damaged \$5,000.

The bill prayed “that the defendant, Joseph Huckins, his agents and servants, and each and every one of them, be restrained and enjoined pending the final hearing of this cause from further violation of his contract aforesaid, and particularly from using or causing to be used in his said hotel any register supplies other than those of your orator; that upon the final hearing of