

duced the defendant to give such free participation, the scheme is not within the ban of the statute. Violation is shown only when, regardless of the subtlety of the device employed, the state can prove that, as a matter of fact, the scheme in actual operation results in the payment, in the great majority of cases, of something of value for the opportunity to participate.

Under the agreed statement of facts above summarized in respect to this point it cannot be found beyond a reasonable doubt that the purchase of a ticket of admission is, as a practical matter, a prerequisite to participation in "Bank Night."

The only case passing directly upon the legality of this particular scheme which has come to our attention is *State v. Hundling*, 220 Ia. 1369, in which a similar result was reached.

Information quashed.

MARBLE, J., was absent: the others concurred.

Hillsborough, {
June 28, 1934. }

VIOLET MURPHY *v.* GEORGE F. WINTER.

JOSEPH MURPHY, *per pro. ami v.* SAME.

Hurley & Connor (Mr. Connor orally), for the plaintiffs.

O'Connor & Sidel (Mr. Sidel orally), for the defendant.

Per Curiam. The plaintiffs were passengers in the defendant's car and were injured in a collision between that car and one driven by Harold Snedeker, at the intersection of Union and Salmon streets in Manchester. Winter was going east on Salmon street and Snedeker

north on Union street. The latter is a through street and there is a stop sign on its westerly side at Salmon street.

There was the usual conflict of testimony. The defendant claimed that he stopped before entering the intersection and then proceeded across slowly. Snedeker testified that the defendant came across the intersection at a high speed, giving Snedeker no time to avoid a collision. This conflict presented an issue for the jury.

Judgments on the verdicts.

Cheshire, }
June 28, 1934. }

ERNEST CLAYWOOD *v.* NORWOOD CALF COMPANY.

Chester B. Jordan, for the plaintiff.

Philip H. Faulkner and *Ernest L. Bell, Jr.* (*Mr. Bell* orally), for the defendant.

Per Curiam. In support of the order of nonsuit the defendant argues only two points which are stated in its brief as follows:

"1. It is not shown that the splinter caused or set up a condition which resulted in the removal of the eye, and 2, because there is no evidence of the cause for the removal of the eye." Both of these