

name of the assignee. Or. Laws, p. 516, § 8; p. 110, § 27. It is not likely that this contract would be held void here for maintenance. But it is not necessary for this court to anticipate the action of the state courts on this question.

This contract was made in California, and in contemplation of law was to be fulfilled or performed there. It has been held in that state since 1863 that there is no law there against any form of maintenance. *Mathewson v. Fitch*, and *Hoffman v. Vallejo*, *supra*. And the contract being valid there, is valid here. Story, Conf. Laws, §§ 242, (1,) 279, 280.

But it is contended that the assignment or security taken for the performance of this contract related to property in Oregon, and could only be fulfilled or enforced here, and therefore the contract for the loan ought to be considered as made here, and its validity tested by the law of Oregon. But the authorities are uniformly otherwise. Story, Conf. Laws, § 287; *De Wolf v. Johnson*, 10 Wheat. 367. In the latter case, Mr. Justice JOHNSON, speaking for the court, says:

"Taking foreign security does not necessarily draw after it the consequences that the contract is to be fulfilled where the security is taken. The legal fulfillment of a contract of loan on the part of the borrower is repayment of the money, and the security given is but the means of securing what he has contracted for, which, in the eye of the law, is to pay where he borrows, unless another place of payment be expressly designated by the contract."

The demurrer is overruled, and the defendants have 20 days in which to answer.

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MARINE GRAIN & STOCK EXCHANGE v. WESTERN UNION TEL. Co. and another.

(Circuit Court, N. D. Illinois. October 13, 1884.)

CHICAGO BOARD OF TRADE—DISTRIBUTION OF REPORTS BY TELEGRAPH.

The Chicago board of trade has the right to decide to what persons besides its own members the telegraphic reports of its dealings, collected by its own employes, shall be distributed.

In Equity.

*Bisbee, Ahrens & Decker*, for complainant.

*Williams & Thompson*, for defendants.

BLODGETT, J. The bill in this case was filed for the purpose of obtaining an injunction for restraining the defendants from breaking the connection of the telegraph wires under their control with certain instruments and tickers in the office of complainant; the principal allegations being that complainant is a corporation, duly organized under the laws of Illinois, for the purpose of dealing in grain, etc., and carrying on a brokerage and commission business in this city in such commodities, and is now engaged in such business; that

the defendants own and control lines of telegraph in and between the principal cities of the United States, and especially in the city of Chicago; that defendants have placed in complainant's office certain telegraph instruments and tickers connected with their main wires, whereby reports of the market prices of grain, provisions, stocks, etc., on the Chicago board of trade, and in other cities and markets, are, from time to time, transmitted to complainant's said office, for which complainant has paid and is still willing to pay the customary and reasonable rates; that defendants have, without any right to do so, given notice of their intention to sever the connection of their wires with the tickers and instruments in complainant's office, and will do so unless restrained by order of this court, whereby complainant would suffer irreparable damage in its business.

On filing this bill in the state court an *ex parte* injunction, according to the prayer of the bill, was issued, which defendants here move to dissolve. Affidavits filed in support of the motion show that for some time prior to the first of May last the board of trade of this city had permitted the agents and employes of defendants to attend its daily sessions, and collect and transmit reports of prices and other information of interest to persons dealing in or desiring to deal in such commodities as are usually dealt in on the board of trade, and that, while defendants were so conducting such business of collecting and transmitting market reports, the tickers and instruments in question were placed in the office now occupied by complainant, but long before complainant occupied such office or was engaged in business there. When the instruments and tickers were placed there, one White occupied said office and did business there; that White left the office and one Martin became the occupant thereof, and that, under some agreement or arrangement, Martin has ceased to do business, and complainant claims to be his successor in business, and to succeed to all the rights enjoyed by the previous occupants of the office; that since the first of May last the reporters and agents of the defendants have been excluded from the board of trade, and the market reports and prices on the board are now collected and compiled solely by the agents of the board, by whom they are transmitted to defendant, with directions to transmit such reports to such persons, and only such persons, as are designated by the board of trade; and that, in pursuance of such new arrangement, the telegraph company claims not to own the intelligence which is collected upon the board of trade, and submits that the same belongs to the board for dissemination as the board shall direct.

The board of trade of this city is a mere association of persons for their own convenience, who deal mainly as brokers and commission merchants in grain and the other products of the country seeking a market at Chicago. Their franchise as a corporation allows them to hold a limited amount of property, and to prescribe rules and by-laws for the government of the members and the transaction