

CREDIT RATINGS.

BLUE BOOK.

ARIZONA—Continued.

Phoenix Maricopa
 *M Bliss & Ligier 18 F
 M Cohise Marble & Onyx Co.
 *M Gregory, J. M. 13 E
 M Phoenix Marble & Stone Co.
 (Cap. \$50m.)

ARIZONA—Continued.

Phoenix, Maricopa Co
 GM+ Bliss & Ligier N 4
 GM+ Cohise Marble & Onyx Co.
 GM+ Gregory, J. M. N 3
 GM Phoenix Marble & Stone Co.
 (Cap. \$50m)

Note. L. R. Ligier had succeeded Bliss & Ligier before June 1, 1895.

Prescott Yavapai
 *M Mair, Jacob,
 Tombstone Cochise
 *M Ritter & Taylor 20 J

Prescott, Yavapai Co.
 GM+ Mair, Jacob,
 Tombstone, Cochise Co.
 GM+ Ritter & Taylor 4

ARKANSAS.

Batesville Independence
 BQ Bartlett, Jesse M. 17 J
 BZ Cone, J. C.
 BZ Joblin Frank, 19 J
 *M Wiebusch, H. J. 19 J

ARKANSAS.

Batesville, Independence Co.
 SQ Bartlett, Jesse M. L 4
 SW Cone, J. C.
 SW Joblin, Frank P 4
 GM+ Wiebusch, H. J. P 4

Note. Jesse M. Bartlett and J. C. Cone had discontinued June 1, 1895.

Bentonville Benton
 *M Holland & Pearson
 *M McWhirter & Corley

Bentonville, Benton Co.
 GM+ Holland & Pearson
 GM+ McWhirter and Corley

Note. Corley & Backus had succeeded Holland & Pearson, McWhirter Bros. had succeeded McWhirter & Corley before June 1, 1895.

Jamden Oauchita
 *M Camden Marble Works
 (See C. A. Weller)
 *M Weller, C. A.

Camden, Oauchita Co.
 GM+ Camden Marble Works
 (See C. A. Weller)
 GM+ Weller, C. A.

Note. Weller & Wilson had succeeded C. A. Weller before June 1, 1895.

Clarendon Monroe
 *M Rawlings, Tucker W. 19 J
 Clarksville Johnson
 *M Caldwell, Zach.

Clarendon, Monroe Co.
 GM+ Rawlings, Tucker W., P 4
 Clarksville, Johnson Co.
 GM+ Caldwell, Zach.

Note. Zach. Caldwell discontinued business before June 1, 1895, and Rufus Norton and Henry L. Bunch had started in business before said date.

Dardanelle Yell
 *M Bennett, & Urmston 18 J
 Eureka Springs Carroll
 *M Abbey, M. A. J
 *M Eureka Onyx Co.
 (Cap. paid \$20m)
 Fayetteville Washington
 BQ Morley, Albert H. 20 K

Dandanelle, Yell Co.
 GM+ Bennett & Urmston N 4
 Eureka Springs, Carroll Co.
 GM+ Abbey, M. A. 4
 GM+ Eureka Onyx Co.
 (Cap. paid in \$20m.)
 Fayetteville, Washington Co.
 SQ Morley, Albert H. 5

Note. Before June 1, 1895, William Davenport had started new, and Albert H. Morley had admitted his son, changing the style to A. H. Morley & Son.

Fort Smith Sebastian
 *M Daley, Farrell 19 J
 400 Towson ave
 *M Fort Smith Marble Works
 (See Smith & Tobey)
 *M Smith & Tobey 15 E
 911 Garrison ave
 Hope Hempstead
 *M Welcome, Wm. W.

Fort Smith, Sebastian Co
 GM+ Daley, Farrell P 4
 400 Towson Ave
 GM+ Fort Smith Marble Works
 Inc. 200M
 (See Smith & Tobey)
 GM+ Smith & Tobey 3
 911 Garrison Ave
 Hope, Hempstead Co.
 GM+ Welcome, Wm. W.

Note. W. L. Warmack had started before June 1, 1895.

Hbt Springs Garland
 *M Hill, Theodore, 19 J
 121 Oauchita St.
 Jonesborough Craighead
 *M Taylor, Dempsey, 19 J

Hot Springs, Garland Co.
 GM+ Hill, Theodore P 4
 121 Oauchita St.
 Jonesboro, Craighead Co.
 GM+ Taylor, Dempsey P 4

Note. E. Stull succeeded Dempsey Taylor before June 1, 1895.

CREDIT RATINGS.

ARKANSAS—Continued.

Little Rock Pulaski
BQ Arkansas Stone Co.
(Inc.) 224 West 2d st.
GQ Braddock, J. S.
316 W. Markham st.
*M Funston, William L.
GQ Little Rock Granite Co.
208 West Markham st.
(inc. cap., 100m.)

18 J

Note. The Little Rock Granite Co. forfeited its charter before June 1, 1895.

Nashville Howard
*M Price & Sons
Newport Jackson
*M Drummond, A.

18 F

Ozark Franklin
*M McWhirter, L. D.

Note. Before June 1, 1895, L. D. McWhirter removed to Bentonville, and joined McWhirter Bros.

Paragould Greene
*M Mason, C. H.

Note. C. H. Mason discontinued business before June 1, 1895.

Pine Bluff Jefferson
*G Cook, John, 205 Main st.
*M Westbrook & Sheppard

15 F

Note. Respondents insert John Cook twice, once properly classified with street address, and once wrongly classified without street address. He had discontinued business before June 1, 1895.

Prairie Grove Washington
(Atty. Fayetteville 12 miles)
*M Dorman & Baggett
Rogers Benton
*M Pearson, J. M.
Russellville Pope
*M Elgin, T. H.
*M Russellville Marble Works
(See T. H. Elgin)
Searcy White
*M McAdams, F. W.
*M Sewell, F. P. & Co.

19 J

19 J

Note. Backus & Thompson succeeded F. W. McAdams before June 1, 1895.

Sugar Loaf Sebastian
*M Mose, John,

Note. John Mose discontinued business before June 1, 1895.

Texarkana Miller
*M Smith, Jacob L.
511 Broad st.
*M Texarkana Marble Works
(See Jacob L. Smith)
Van Buren Crawford
*M Mitchell, Aaron L.

19 J

19 J

Note. T. M. Mitchell succeeded Aaron L. Mitchell before June 1, 1895, and E. H. Hicks started new previous to that date.

Willcocksonton Newton
*M Randolph, Lee,

Little Rock, Pulaski Co.
SQ Arkansas Stone Co.
(inc.) 224 West 2d St.
GQ Braddock, J. S.
316 W. Markham st.
GM+ Funston, William L.
GQ Little Rock Granite Co.
208 West Markham St.
(inc. cap. \$100m)

BLUE BOOK.

ARKANSAS—Continued.

Nashville, Howard Co.
GM+ Price & Sons
Newport, Jackson Co.
GM+ Drummond, A.,

N 4

N 4

Ozark, Franklin Co.
GM+ McWhirter, L. D.

Paragould, Greene Co.
GM+ Mason, C. H.

Pine Bluff, Jefferson Co.
G+ Cook, John, 205 Main St.
GM Westbrook & Sheppard
GM Cook, John

K 3

Prairie Grove, Washington Co.
(Attorney Fayetteville 12 miles)
GM+ Dorman & Baggett
Rogers, Benton Co.
GM+ Pearson, J. M.
Russellville, Pope Co
GM+ Elgin, T. H.
GM+ Russellville Marble Works
(See T. H. Elgin)
Searcy White Co
GM+ McAdams, F. W.
GM+ Sewell, F. P. & Co.

P 4

Sugar Loaf, Sebastian Co.
GM+ Mose, John,

Texarkana, Miller Co.
GM+ Smith, Jacob L.
511 Broad St.
GM+ Texarkana Marble Works
(See Jacob L. Smith)
Van Vuren, Crawford Co.
G+ Mitchell, Aaron L.

P 4

P 4

Willcocksonton, Newton Co.
GM+ Randolph, Lee,

CALIFORNIA.

Angel's Camp Calaveras
(Atty. Stockton)
*M Taylor, Allen
Bakersfield Kern
*M Nedoraur, Jacob,

17 J

12 E

CALIFORNIA.

Angel's Camp, Calaveras Co.
(Attorney Stockton)
GM+ Taylor, Allen,
Bakersfield, Kern Co.
GM+ Nedoraur, Jacob,

L 4

F 2

Note. B. K. Stone succeeded Jacob Nedoraur before June 1, 1895.

CREDIT RATINGS.

BLUE BOOK.

CALIFORNIA—Continued.

CALIFORNIA—Continued.

Chico Butte
 *Z Robie, William, 15 F
 Colma San Mateo
 *M Barrett, B. J. & Co. J
 *M Dineen, B., J
 *M Mullaney, P. D. J
 *M Ziglio, David, F

Chico, Butte Co.
 GM Robie, William, K 2
 Colma, San Mateo Co.
 GM+ Barrett, B. J. & Co. 5
 GM+ Dineen, B., 5
 GM+ Mullaney, P. D. 5
 GM+ Ziglio, David, 4

Note. B. J. Barrett & Co. discontinued business before June 1, 1895.

Coloma El Dorado
 *M Hanna, Adam 16 F

Coloma, El Dorado Co.
 GM+ Hanna, Adam K 3

Note. The name of Adam Hanna appeared under Coloma through clerical error, and should appear under Colma.

Colton San Bernardino
 B California Marble & Building Stone Co.
 (Inc.)

Colton, San Bernardino Co.
 B California Marble & Building Stone Co.
 (Inc.)

*M Hubbard, W. L.
 *M Martin, W. G. 18 J
 Columbia Tuolumne
 *M McNamee, John,
 Colusa Colusa
 GZ Frank, Joseph, 19 J
 *M Martin & Gardner
 Davisville Yolo J
 *M Lichtfers, Philip,
 Declezville San Bernardino 19 J
 *M Los Angeles Marble & Granite Works.
 East Los Angeles Los Angeles.
 (See Los Angeles)
 Eureka Humboldt
 *M O'Neil, John, 17 J
 Fresno Fresno
 *M Doyle Bros. 18 F
 *M McKay, J. S. J

GM+ Hubbard, W. L.
 GM+ Martin, W. G. N 4
 Columbia, Tuolumne Co.
 GM+ McNamee, John
 Colusa, Colusa Co.
 GW Frank, Joseph, P 4
 GM+ Martin & Gardner
 Davisville, Yolo Co. 4
 GM+ Lichtfers, Philip,
 Declezville, San Bernardino Co. P 4
 GM+ Los Angeles Marble & Granite Works.
 East Los Angeles, Los Angeles Co.
 (See Los Angeles)
 Eureka, Humboldt Co.
 GM+ O'Neil, John L 3
 Fresno, Fresno Co.
 GM+ Doyle Bros. K 3
 GM+ McKay, J. S. 4

Note. Corney & McKay succeeded J. S. McKay before June 1, 1895.

Grass Valley Nevada
 *G Ahearn, Thomas J. & Alex J. 18 F
 *M Lord James H. 20 J

Grass Valley, Nevada Co.
 G+ Ahearn, Thos. J. & Alex. J. N 4
 GM+ Lord, James H. 4

Note. Thomas J. Ahearn purchased the interest of Alex. J. Ahearn before June 1, 1895, and continued alone.

Halleck San Bernardino
 (Atty. San Bernardino 48 miles)
 *M Lemon, C. S. 19 J
 M Wyman, Gruendike & Co. E
 Hanford Tulare
 *M Johnston, W. A.
 *M Ragan, C. K. 13 E

Halleck, San Bernardino Co.
 (Attorney San Bernardino 48 miles)
 GM+ Lemon, C. S. P 4
 GM+ Wyman, Gruendike & Co. 2
 Hanford, Tulare Co.
 GM+ Johnston, W. A.
 GM+ Ragan, C. K. H 2

Note. C. K. Ragan went into insolvency previous to June 1, 1895.

Haywards Alameda
 *M Jackson, T. B.
 Healdsburg Sonoma
 *M Fisher & Kinslow
 (See Santa Rosa)
 Lincoln Placer
 BG Coffey, T. L. 18 J
 *M Grimes & Co. F
 *M Jetter Thos. W., J

Haywards, Alameda Co.
 GM+ Jackson, T. B.
 Healdsburg, Sonoma Co.
 GM+ Fisher and Kinslow
 (See Santa Rosa)
 Lincoln, Placer Co.
 SG Coffey, T. L. N 4
 GF+ Grimes & Co. 4
 GM+ Jetter, Thos. W. 4

Note. T. L. Coffey discontinued business before June 1, 1895.

Livermore Alameda
 *M Kelly, Edward, 14 E
 Los Angeles Los Angeles
 B Arizona Stone Works
 (See H. C. Clement & Co.)
 BZ Clement, H. C. & Co.
 Santa Fe ave.
 *M Declez Granite Co. (inc.)
 114 N. Los Angeles st.
 *M Lane Bros. 14 J
 519 S. Main st.

Livermore, Alameda Co.
 GM+ Kelly, Edward. J 3
 Los Angeles, Los Angeles Co.
 S Arizona Stone Works
 (See H. C. Clement & Co.)
 SW Clement, H. C. & Co. P 4
 Santa Fe Ave.
 GM+ Declez Granite Co. (Inc.) 2
 114 N. Los Angeles St.
 GM+ Lane Bros. J 3
 519 S. Main St.

CREDIT RATINGS.

BLUE BOOK.

CALIFORNIA—Continued.

*M Messerly, A. E. 719 N. Main st.	19 J
*M Murray, Wm. M. 722 Grand ave. Los Angeles.	19 J
GM Pacific Granite & Marble Co., 931 East 1st st.	13 E
MG Southern California Marble & Granite Works, (See Lane Bros.)	
MQ Victor Marble & Granite Co. 227 West 1st st.	J
BZ Ward, Frank F. 141 West 23d st.	

Note. Before June 1, 1895, Brown & Ford had started. M. Craig had started (see Exhibit D). A. E. Messerly had discontinued. Weifenbach Granite Co. had started.

Marysville, Yuba
*M Condon, David
*M Plymire, W. H.

Marysville, Yuba Co. GM+ Condon, David	20	5
GM+ Plymire, W. H.		

Note. Before June 1, 1895, George H. Voss had started.

Merced, Merced	
*M DeLong, A. Napa City, Napa	19 E
*M Kelly, F.	15 E
*M Newman & Wing Oakland, Alameda	17 F
*M Amador Marble Co. (Inc.) Piedmont ave.	D
MG American Granite & Marble Works (See A. W. Combs)	J
*M Combs, Angus W., 468 9th st	F
*M Dinneen, Michael, 717 78th st.	F
*M Dwyer, Daniel, Booth, near Broadway	18 F
*M Gross, William, 1340 Kirkham st. Oakland	19 F
*M Kelly, James F. 7th and Brush sts.	16 F
*G Oakland Marble & Granite Works, (See Michael Dinneen)	
BZ Perine, William D., 457 9th st. Oakland.	19
G Rocklin Granite Co. (see Rocklin)	E
Penryn Placer	
*M Griffith, David,	F

Note. David Roberts started new before June 1, 1895.

Petaluma Sonoma	
*M Evans, E. W. M. Pino Placer (Atty. Auburn 10 miles)	F
GQ Carlaw Bros. (See Sacramento)	
GQ Healy, M. J. & Co. Placerville El Dorado	18 F
*M House, John L., Red Bluff Tehama	
*M Masterson, D. E. Redding Shasta	18 J
*M Bentley & Brown	J
*M Redding Marble Co.	J

Note. F. A. Plymire succeeded Bentley & Brown before June 1, 1895.

Riverside San Bernardino MZ Squire, Mrs. Stephen, M Stone Bros. (See San Bernardino)	18 E
Rocklin Placer G Allen, Ira P.,	

CALIFORNIA—Continued.

GM+ Messerly, A. E. 719 N. Main St.	5
GM+ Murray, Wm. M. 722 Grand Ave. Los Angeles.	P 4
GM Pacific Marble & Granite Co., 931 E. 1st St.	
MG+ Southern California Marble and Granite Works, (See Lane Bros.)	
MQ Victor Marble & Granite Co. 227 West 1st st.	5
SW Ward, Frank F., 141 West 23d St.	

Merced, Merced Co. GM+ DeLong, A. Napa City, Napa Co.	P 3
GM+ Kelly, F.,	K 2
GM+ Newman & Wing Oakland, Alameda Co.	L 4
GM+ Amador Marble Co. (Inc.) Piedmont Ave.	1
MG American Granite & Marble Works (See A. W. Combs)	
GM+ Combs, Angus W., 468 9th St.	3
GM+ Dinneen, Michael 717 78th St.	2
GM+ Dwyer, Daniel Booth, near Broadway,	N 4
GM+ Gross, William, 1340 Kirkham St. Oakland.	P 4
GM+ Kelly, James F. 7th and Brush Sts.	K 3
G+ Oakland Marble & Granite Works (See Michael Dinneen.)	
GW Perine, William D., 457 9th St. Oakland.	5
G Rocklin Granite Co. (See Rocklin)	5
Penryn, Placer Co. GM+ Griffith, David	4

Petaluma, Sonoma Co. GM+ Evans, E. W. M., Pino, Placer Co. (Attorney Auburn 10 miles)	4
GQ Carlaw Bros. (See Sacramento.)	
GQ Healy, M. J. & Co. Placerville, El Dorado	K 3
GM+ House, John L., Red Bluff Tehama Co.	
GM+ Masterson, D. E. Redding, Shasta Co.	N 3
GM Bentley & Brown	3
GM+ Redding Marble Co.	3

Riverside, San Bernardino Co. MW Squire, Mrs. Stephen M+ Stone Bros. (See San Bernardino)	N 3
Rocklin, Placer Co. G Allen, Ira P.	

CREDIT RATINGS.

CALIFORNIA—Continued.

*G Degan, & Brady
(See San Francisco)
GQ Eureka Granite Co
G Rocklin Granite Co.
(See Oakland)

Note. Before June 1, 1895, Carroll Hoyt & Co. and Copp & Waters and Levi Fletcher had started, and P. Degan had succeeded Degan & Brady.

St. Helena Napa
*M Kelly, John J. 19 J
Spring st.
Sacramento Sacramento
*M Aitken, Andrew, 13 E
*M Bone, William, 13 F
MG Carlaw Bros. 15 F
Sacramento
*M Carroll, J. & Son 17 J
*M Cranley, Prader & Co. J
*M Devine, J. H. J
*M Luce & Glover 16 F
GM Sacramento Granite & Marble Works
(See Carlaw Bros.)

BLUE BOOK.

CALIFORNIA—Continued.

G+ Degan & Brady
(See San Francisco)
GQ Eureka Granite Co.
G Rocklin Granite Co.
(See Oakland)

St Helena, Napa Co. P 2
GM Kelly, John J.
Spring St.
Sacramento, Sacramento Co.
GM+ Aitken, Andrew, H 2
GM+ Boyne, William, H 4
GM+ Carlaw Bros. H 4
Sacramento
GM+ Carroll, J. & Son, L 3
GM+ Cranley, Prader & Co. 4
GM+ Devine, J. H.
GM+ Luce & Glover K 3
GM+ Sacramento Granite and Marble Works
(See Carlaw Bros.)

Note. J. Carroll & Son became insolvent before June 1, 1895. J. H. Devine was a clerical error, and should have read J. C. Devine.

San Bernardino San Bernardino
MZ San Bernardino Marble & Granite Co.
(See Stone Bros.)
*M Stone Bros. 16 F
San Diego San Diego
G Clark-Rockfellow Granite Co.
(Cap. paid in \$5m.)
MZ San Diego Marble Works
(See Simpson & Pirnie)
MZ — Simpson & Pirnie 13 E
San Francisco San Francisco
WM Allan, John D.
(See Jones Bros. & Co.)
G Barclay Bros. & Co. E
MG Brown, W. S. & Co. F
1629 Mission st.
BZ California Marble & Building Stone Co.
(Inc.) E
216 Bush st.
M California Verde Antique Marble Co. (Inc.)
308 Pine st.
MQ Carrara Marble Quarry
1219 Market st.
MQ Columbia Marble Co.
347 Brannan st.
*M Clark & Lloyd F
Harrison, near 13th st.
*M Comuth, Edward, 12 E
12 Golden Gate ave.
*M Daniel, John & Co. 13 J
Entrance Laurel Hill Cemetery.
*M Davidson & Sons
5 Mills Bldg. (See Chicago, Ill.)
San Francisco
BZ Degan & Brady 16 E
East 11th st.
*M Dumontelle, Eugene F
523 5th st.
MZ Flohr, Frederick, J
1133 Mission st.
BZ Gray Bros. Artificial Stone Paving Co.
(Inc.)
316 Montgomery st.
*M Haring, J. J. F
115 Kearney st.
MZ Hawthorne, C. R. 15 E
3 Henderson ave.
MQ Inyo Marble Co. (Inc.) F
13 Mills Bldg.
*M Isham & Blanchard J
Ocean View
WG Jones Bros. & Co. cor. Second and
Brannan sts. (See Jones Bros., Boston,
Mass.)

San Bernardino, San Bernardino Co.
MW San Bernardino Marble and Granite Co.
(See Stone Bros.)
GM+ Stone Bros. K 2
San Diego, San Diego Co.
G Clark-Rockfellow Granite Co.
(Cap. paid in \$5m.)
MW San Diego Marble Works.
(See Simpson & Pirnie)
MW Simpson & Pirnie N 3
San Francisco, San Francisco Co.
XM Allan, John D.
(See Jones Bros. & Co.)
G Barclay Bros. & Co. 2
MG Brown, W. S. & Co. 3
1629 Mission St.
SW California Marble & Building Stone Co.
(Inc.) 2
216 Bush St.
GM California Verde Antique Marble Co.
(Inc.)
308 Pine St.
MQ Carrara Marble Quarry,
1219 Market St.
MQ Columbia Marble Co.
347 Brannan St.
GM+ Clark & Lloyd 2
Harrison, near 13th St.
GM+ Comuth, Edward, P 2
12 Golden Gate Ave.
GM+ Daniel, John & Co. N 4
Entrance Laurel Hill Cemetery.
GM+ Davidson & Sons
5 Mills Bldg. (See Chicago Ill.)
San Francisco
SQ Degan & Brady K 3
East 11th St.
GM+ Dumontelle, Eugene, 4
523 5th St.
MW Flohr, Frederick, 4
1133 Mission St.
SW Gray Bros. Artificial Stone Paving Co.
(Inc.)
316 Montgomery St.
GM Haring, J. J. 2
115 Kearney St.
MW Hawthorne, C. R., K 1
3 Henderson Ave.
MQ Inyo Marble Co. (Inc.) 2
13 Mills Bldg.
GM+ Isham & Blanchard 4
Ocean View.
XG Jones Bros. & Co., cor. Second and
Brannan Sts. (See Jones Bros., Boston,
Mass.)

CREDIT RATINGS.

CALIFORNIA—Continued.

*M Jones, Geo. H.	
6 Flood Bldg.	
*M McCormick, W. H.	
1422 Market st.	
*M MacNutt, A. H.,	
432 Bryant st.	
*M Maestretti, Frank A.,	
206 Central ave.	
BZ Matthews, William & Co.,	
cor. Turk & Wood sta.	
*M Miller, Charles.	
MZ Morris, Abraham,	
216 5th st.	
MZ Musto, Joseph,	
713 Battery st.	
MZ Myers, Leon R.,	
20 Gold st.	
*M Nunan, John J.	
1734 Market st.	
*M Nutting, John F.	
GZ Ocean View Granite Co.	
(See Isham & Blanchard)	
*M Paltenghi, Andrew & Co.,	
1219 Market st.	
San Francisco	
*M Pierce, John G.	
216 Linden ave.	
*M Pierce, Patrick	
23 Valencia st.	
*M Powers, E. J.	
2328 Bush st.	
G Raymond Granite Co.,	
Berry St.	
*M Rebstock, J.	
408 Central ave.	
WM Rice, Marshall E.,	
37 Silva st. (See Barre, Vt.)	
*M Roche, T. B. & Son,	
16 Pearl st.	
MZ Roth, Maximilian,	
434 Valencia st.	
*M Ruffino & Bianchi,	
864 Bryant st.	
*M Sheerin, Daniel,	
Broderick st.	
M Tempesti, Eugenio	
1151 Mission st.	
WM Vermont Marble Co.	
244 Brannan st. (See Proctor, Vt.)	
B Williams, Frank,	
17 Eddy st.	

BLUE BOOK.

CALIFORNIA—Continued.

12 E	GM+	Jones, Geo. H.,	H 2
		6 Flood Bldg.	
12 E	GM+	McCormick, W. H.	D 2
		1422 Market St.	
16 F	GM+	MacNutt, A. H.	K 3
		432 Bryant St.	
	J	Maestretti, Frank A.	4
		206 Central Ave.	
11 E	SW	Matthews, William & Co.	E 2
		cor. Turk and Wood Sta.	
	J	Miller, Charles	4
19 J	MW	Morris, Abraham,	F 3
		216 5th St.	
7 D	MW	Musto, Joseph,	C 2
		713 Battery St.	
19 J	MW	Myers, Leon R.	F 3
		20 Gold St.	
	GM+	Nunan, John J.	
		1734 Market St.	
	J	Nutting, John F.	4
	GW	Ocean View Granite Co.	
		(See Isham & Blanchard.)	
19 J	GM+	Paltenghi, Andrew & Co.	F 4
		1219 Market St.	
		San Francisco	
	GM+	Pierce, John C.	
		216 Linden Ave.	
	GM+	Pierce, Patrick	
		23 Valencia St.	
	GM+	Powers, E. J.	
		2328 Bush St.	
E	G	Raymond Granite Co.	3
		Berry St.	
19 J	GM+	Rebstock, J.,	F 3
		408 Central Ave.	
	XM	Rice, Marshall E.	
		37 Silva St. (See Barre, Vt.)	
16 J	GM+	Roche, T. B. & Son,	K 4
		16 Pearl St.	
12 F	MW	Roth, Maximilian,	N 4
		434 Valencia St.	
9 D	GM+	Ruffino & Bianchi	D 2
		864 Bryant St.	
12 E	GM+	Sheerin, Daniel,	H 4
		Broderick St.	
19 J	GM	Tempesti, Eugenio,	F 3
		1151 Mission St.	
	XM	Vermont Marble Co.	
		244 Brannan St. (See Proctor, Vt.)	
F	S	Williams, Frank,	3
		17 Eddy St.	

Note. John D. Allan is not engaged individually, but is the company of Jones Bros. & Co. He is our correspondent for the Pacific coast, and we insert his name as a matter of compliment. Before June 1, 1895, the following changes had taken place among San Francisco dealers: Barclay Bros. & Co., Frederick Flohr, Charles Miller, John J. Nunan, Marshall E. Rice, and Eugenio Tempesti had discontinued business. B. J. Barrett, H. O. Brown & Co., P. Donohoe, E. Leiss, Metlar Marble & Granite Co., A. E. Nichols, and C. H. Rodd & Co. had started in business. M. T. Carroll & Co. and J. Catto & Co. had also started new. P. Degan had succeeded Degan & Brady. J. R. Blanchard had succeeded Isham & Blanchard. George S. Matthews had succeeded William Matthews & Co. E. J. Powers was a clerical error, and should have read E. T. Powers. Lane Bros., of Los Angeles, had opened a branch office at 409 McAllister street. (See Exhibit E.)

San Jose	Santa Clara
*M Barker, Bulman & Demechell	
*M Blanchard Wm. W.	F
*M Brownell, Lyman A.	18 F
*M Combs, J. W. & Co.	13 J
MZ Dunne, R. H. & Co.	J
GM Western Granite & Marble Co.	D
(Cap. paid in \$75m)	

San Jose, Santa Clara Co.	
GM+ Barker, Bulman & Demechell	3
GM+ Blanchard Wm W.	N 3
GM+ Brownell Lyman A.	N 3
GM+ Combs, J. W. & Co.	4
MW Dunne, R. H. & Co.	
GM Western Granite & Marble Co.	3
(Cap. paid in \$75m.)	

Note. J. W. Combs & Co. discontinued business before June 1, 1895.

CREDIT RATINGS.

BLUE BOOK.

CALIFORNIA—Continued.

CALIFORNIA—Continued.

San Luis Obispo San Luis Obispo
 *M Clark, A.
 *M Robertson, Geo. W. 15 F
 San Rafael Marin
 *M Corti, J. (sexton) 19 J

San Luis Obispo, San Luis Obispo Co.
 GM+ Clark, A.
 GM+ Robertson, Geo. W. K 2
 San Rafael, Marin Co.
 GM+ Corti, J. (sexton) P 4

Note. This party has never been actively engaged in the marble or granite line. His name we insert as a catch or detective.

Santa Ana Orange
 MZ Jessen, John,

Santa Ana, Orange Co.
 MW Jesse, John,

Note. Heil & Talbott started in business at this point before June 1, 1895.

Santa Barbara Santa Barbara
 *M Frost, Samuel
 *M Moore, S. T. 18 F
 MB Squires & George 18 F

Santa Barbara, Santa Barbara Co.
 GM+ Frost, Samuel
 GM+ Moore, S. T. N 4
 MS Squires & George N 4

Note. W. L. Record had started in business at this point before June 1, 1895.

Santa Cruz Santa Cruz
 MZ Belledeau, J. H. J
 *M Thurber & Britt 11 E

Santa Cruz, Santa Cruz Co.
 MS Belledeau, J. H. 4
 GM+ Thurber & Britt E 2

Note. J. H. Belledeau was a clerical error in spelling, and should read J. H. Billedau. I. L. Thurber succeeded Thurber & Britt, and Henry A. Clark and William J. Harrington started new at this point before June 1, 1895.

Santa Rosa Sonoma
 *M Fisher & Kinslow
 (See Healdsburg)
 Sonora Tuolumne
 *M McCready, H. C.,

13 E Santa Rosa, Sonoma Co.
 GM+ Fisher & Kinslow H 4
 (See Healdsburg)
 Sonora, Tuolumne Co.
 GM+ McCready, H. C.

Note. This party discontinued business before June 1, 1895.

Stockton San Joaquin
 *M Brennan & Walsh 18 F
 *M Dickson, Woodhull & Cramer 15 F
 *M Johnson & Spellman 18 F
 *M Stockton Marble Works. (See Dickson,
 Woodhull & Cramer.)
 Tulare Tulare
 *M Bole, J. R. 20 K
 *M Lazenby, J.

Stockton, San Joaquin Co.
 GM+ Brennan & Walsh N 3
 GM+ Dickson, Woodhull & Cramer K 2
 GM+ Johnson & Spellman N 2
 GM+ Stockton Marble Works. See Dick-
 son, Woodhull & Cramer.)
 Tulare, Tulare Co.
 GM+ Bole, J. R. 5
 GM+ Lazenby, J.

Note. J. Lazenby discontinued business before June 1, 1895.

Ukiah Mendocino
 *M Fisher & Kinslow
 (See Santa Rosa)

Ukiah, Mendocino Co.
 GM+ Fisher & Kinslow
 (See Santa Rosa)

Vallejo Solano
 MZ Doyle, Thomas M. 17 F
 MZ Gottschalk, Charles
 *M Plymire, James A. & Sons 17 J
 MG Vallejo Marble & Granite Works (See
 Jas. A. Plymire & Sons)

Vallejo, Solano Co.
 MW Doyle, Thomas M. L 2
 MW Gottschalk, Charles
 GM+ Plymire, James A. & Sons L 3
 MG Vallejo Marble & Granite Works (See
 Jas. A. Plymire & Sons)

Note. Before June 1, 1895, James A. Plymire & Sons discontinued business, one of the sons (F. A.) succeeding Bentley & Brown at Redding.

Visalia Tulare
 *M Johnson, Robert J.
 Winters Yolo
 *M Bartholet, B.
 Woodlands Yolo
 *M Hebener Marble & Granite Co. 19 J
 *M Mitchell, James R. 18 F

Visalia, Tulare Co.
 GM+ Johnson, Robert J.
 Winters, Yolo
 GM+ Bartholet, B.
 Woodlands, Yolo, Co.
 GM+ Hebener Marble & Granite Co. P 4
 GM+ Mitchell, James R. N 3

E. F. Hebener succeeded the Hebener Marble & Granite Co. Oct. 1, 1894 (see Exhibit F). W. C. Rogers started new at this point before June 1, 1895.

Yerka Siskiyou
 *M Hovey, William A. 18 J
 *M Russell, J. B.

Yerka, Siskiyou Co.
 GM+ Hovey, William A. N 3
 GM+ Russell, J. B.

Note. William A. Hovey discontinued business before June 1, 1895.

To this point the book of Credit Ratings for 1894, and the Blue Book published in November, 1895, have been copied verbatim. From this point items will be taken at random from each of the books mentioned.

CREDIT RATINGS

BLUE BOOK.

COLORADO.

COLORADO.

Denver Arapahoe
*M Farrington & Co.
(W. R. Farrington alone)
1533 Tremont st.

16 F

Denver, Arapahoe Co.
GM+ Farrington & Co.
(W. R. Farrington alone)
1533 Tremont St.

5

Note. W. R. Farrington was out of business before November, 1895, and had been appointed chief detective for the city of Denver previous to Dec. 12, 1895. (See Exhibit G.)

Fort Collins Larimer
*M Starlin, A. J.

Fort Collins, Larimer Co.
GM+ Starlin, A. J.

Note. A. J. Starlin discontinued business here before March 13, 1893. (See Exhibit H.)

Greeley Weld
*M Rittner, W. C.
(see North Platte, Neb.)

Note. This party established a branch office here previous to March 28, 1895. (See Exhibit I.)

Leadville Lake
BM Irwin, Jeremiah,
526 W. 2d st.

Leadville, Lake Co.
SM Irwin, Jeremiah
526 W. 2nd St.

Note. W. L. Malpuss started at this point on March 28, 1894. (See Exhibit J.)

CONNECTICUT.

CONNECTICUT.

Ansonia New Haven
*G Secombe Bros.
B Wooster, C. B.

19 J

15 F

Ansonia, New Haven Co.
GM+ Secombe Bros.
B Wooster, C. B.

P 3

K 2

Note. B is used as the trade classification in both books, signifying in Credit Ratings, stone, and in the Blue Book, building. Davy & Cole had started in business at this point previous to June 1, 1895, and their names appear in the 1895 edition of Credit Ratings. (See Exhibit K.)

Bridgeport Fairfield
*M Carling & Stevenson
Fairfield ave.

Bridgeport, Fairfield Co.
GM+ Carling & Stevenson
Fairfield Ave.

Note. The name of this firm was inserted in 1894 Credit Ratings through a clerical error, they having been succeeded by Stevenson & Christie.

*M Sexton, James Sr.
Stratford ave.

GM Sexton, James Sr.
Stratford Ave.

Note. Michael H. Sexton succeeded his father, James Sexton, Sr., June 6, 1894. (See Exhibit L.)

Hartford Hartford
*M Adams Granite & Marble Works
1 Ford st.

J

Hartford, Hartford Co.
GM+ Adams Granite & Marble Works
1 Ford St.

4

Note. Franklin R. Slocum succeeded the Adams Granite & Marble Works before Oct. 22, 1894. (See Exhibit M.)

GM Keeley Bros.
93 Charter Oak st

18 F

GM Kelley Bros.
93 Charter Oak St.

N 4

Note. Karl J. Beij succeeded this concern May 1, 1893. Through clerical errors the address given as 93 Charter Oak street should read 93 Charter Oak avenue. (See Exhibit N.)

Stamford Fairfield
*M Scofield & Sawdey

J

Stamford, Fairfield Co.
GM+ Scofield & Sawdey

5

Note. This concern was sold out by sheriff previous to Aug. 1, 1894. (See Exhibit O.)

CREDIT RATINGS.

CONNECTICUT—Continued.

Sterling Windham
B Boswell, J. W.

Note. J. W. Boswell started in business before June 1, 1895. (See Exhibit P.)

Westville New Haven
(Atty. New Haven 3 miles)
*M Robertson, F. B.Westville, New Haven Co.
(Attorney New Haven 3 miles)
15 F GM+ Robertson, T. B.

K 2

Note. Through clerical error the clause (see New Haven) was omitted in the 1894 Credit Ratings. (See Exhibit Q.)

DISTRICT OF COLUMBIA

Washington Washington

DISTRICT OF COLUMBIA

Washington, Washington Co.

Note. The books are identical, but the following changes had taken place before June 1, 1895: Elihu Bradley, the Humelstown Brown Stone Co., George Richardson, and G. S. Walker had discontinued. Watson Bros. had removed to 1107 Q street N. W. The Washington Marble Co., through a clerical error, was inserted in the 1894 Credit Ratings as Washington Granite Co. Timothy J. Callaghan had removed to 1230 25th street N. W. John Herbert Corning, John Howlings, Claude M. Manning, and Harry E. Rupprecht had started new. On the latter, see Exhibit S. Casper F. Geir had commenced new (see Exhibit R). Richard Rothwell, Jr. & Bro. had changed the style to Rothwell & Bro. J. H. Shelton, through clerical error, was quoted as located at 1518 E street, while his correct address is 1517 E street.

FLORIDA.

Jacksonville Duval
*M Clark, George W.Jacksonville, Duval Co.
16 F GM+ Clark, George W.

Note. George W. Clark had transferred his business to the George W. Clark Co. (See Exhibit T.)

Pensacola Escambia
*M Davis, B. A.Pensacola, Escambia Co.
19 J GM+ Davis, B. A.

P 4

Note. Wills & Broughton started new at this point previous to March 30, 1895. (See Exhibit U.)

Tallahassee Leon
*M Knowlton, W. A.Tallahassee, Leon Co.
J GM+ Knowlton, W. A.

Note. This name appeared in the 1894 Credit Ratings through a clerical error. The party's name should appear W. A. Nowlin. (See Exhibit X.)

GEORGIA.

Thomasville Thomas
*M Begger & ThurmanThomasville, Thomas Co.
19 J GM+ Begger & Thurman

P 4

Note. Through clerical error the name Begger appeared in the 1894 edition of Credit Ratings, and should read Bigger. (See Exhibit W.)

INDIANA.

Salem Washington
*M Linscott, W. M.
MZ Naugle, John,
*M Neal, John B.,
BZ Salem Bedford Stone Co. (see Louisville,
Ky.)Salem, Washington Co.
18 J GM+ Linscott, W. M. N 4
19 J MW Naugle, John, P 4
14 F GM+ Neal, John B., J 2
SW Salem Bedford Stone Co. (see Louisville,
Ky.)

Note. W. M. Linscott had been entirely out of the marble business for five years previous to July 7, 1895, on which date Naugle & Jackson had succeeded John Naugle. John B. Neal is engaged in the harness business, not in the monumental, and his name appeared in the 1894 Credit Ratings through error. (See Exhibit No. 1.)

IOWA.

Decorah Winneshiek
*M Arenson & HokaasenDecorah, Winneshiek Co.
GM+ Arenson & Hokaasen

Note. In the 1894 Credit Ratings two clerical errors appeared in this firm name, which should read Arneson & Kokaasen. (See Exhibit No. 2.)

CREDIT RATINGS.

BLUE BOOK.

IOWA—Continued.

IOWA—Continued.

Dyersville Dubuque
*M McHogan, William,

16 E

Dyersville, Dubuque Co.
GM+ McHogan, William

Note. By error in Credit Ratings; it should have read MacHogan. (See Exhibit No. 3.) Same error in Blue Book.

Des Moines Polk
*M Des Moines (The) Marble & Mantle Co.
701 Locust st. E
(Cap paid in \$33m)

Des Moines, Polk (Co.)
GM+ Des Moines (The) Marble & Mantle Co.
701 Locust St. (Cap. paid in \$33m)

Note. Through clerical error the word Mantel was misspelled in our Credit Ratings for 1894, and the Blue Book contains the same error.

Missouri Valley Harrison
*M Starling & Bullard

19 K

Missouri Valley, Harrison Co.
GM+ Starling & Bullard

5

Note. Through clerical error this name appeared misspelled in the 1895 Credit Ratings, and the Blue Book contains the same misspelling. (See Exhibit No. 4.)

Olwein Fayette
*M Fayebrother, M. E.

Olwein, Fayette Co.
GM+ Fayebrother, M. E.

Note. Two clerical errors appeared in this name in the 1894 Credit Ratings, and same errors appear in the Blue Book. (See Exhibit No. 10.)

KANSAS.

KANSAS.

Salina Salina
*M Johnson, James

17 F

Salina, Salina Co.
GM+ Johnson, James

L 3

Note. Through clerical error this name appeared misspelled in the 1894 Credit Ratings, and the same error appears in the Blue Book. (See Exhibit No. 5.)

KENTUCKY

KENTUCKY.

Augusta Bracken
*M Hume, Albert W.,

Augusta, Bracken Co.
GM+ Hume, Albert W.

Note. Through clerical error this name appeared misspelled in the 1894 Credit Ratings, and the same error appears in the Blue Book. (See Exhibit No. 6.)

MAINE.

MAINE.

Knox Waldo
BQ Booth Bros. & Hurricane Isle Granite
Co. (Inc.) (See New York, N. Y.)

Knox, Waldo Co.
S Booth Bros. & Hurricane Isle Granite
Co. (Inc.) (See New York, N. Y.)

Note. Through clerical error this concern was reported in the 1894 Credit Ratings as BQ, which should read GQ, and the Blue Book contains the same error.

MARYLAND.

Baltimore.—Note. Wilkinson & Neville. Complainants neglected to insert (street) after Moser, and respondents copy the error.

MASSACHUSETTS.

Chelsea.—Note. A. G. Whitcomb, 28 4th street, was inserted through clerical error, and they copy. (See Exhibit No. 7.)

Lawrence.—Note. Thomas Lahey was, through error, inserted as engaged alone, and should have read Lahey & O'Donnell. (See Exhibit No. 8.)

Quincy.—Note. Respondents insert street addresses only in such instances as they appeared in complainants' 1894 Credit Ratings.

MICHIGAN.

Bay City.—Note. Beard & De Merrell should read Beard & De Merell. (See Exhibit No. 9.)

MINNESOTA.

Stillwater.—Note. Through typographical error P. M. Peterson (see St. Paul) appeared in complainants' 1894 book, and should read P. N. Peterson. (See Exhibit No. 11.)

Wabasha.—Note. Frank Shenach was misspelled, through error, and should spell Shenack.

Winona.—Note. Joseph Thrum should read Joseph Thrun, and respondents copy the error.

MISSOURI.

Kansas City.—Note. Respondents classify Bandera Flagstone Co. as BQ, neglecting to change the B. to S.

NEBRASKA.

York.—Note. J. N. Kildaw should read J. N. Kildow.

NEW HAMPSHIRE.

Concord.—Note. The revision streets and numbers did not reach complainants in season for insertion in the 1894 edition of Credit Ratings. Only two names appear provided with street addresses, and the Blue Book compares exact. John J. Tressider & Son were given as GQ in Credit Ratings, through error, they not operating a quarry, and respondents copy.

Enfield.—Note. Buckley & McCormick sold out to the Enfield Pink Granite Co. before Jan. 1, 1895. Wells & Flanders. Complainants use a catch name for the purpose of proving infringements in case attempts are made. The concern mentioned operate a saw mill and deal in lumber.

NEW JERSEY.

Newark.—Note. Louis Kengott should read Louis Kenngott. (See Exhibit No. 12.)

Trenton.—Note. George R. Dobbs, through clerical error, was inserted as located at 863 Center street in the 1894 Credit Ratings; his correct address being 824 Center street. (See Exhibit No. 13.)

NEW YORK.

Lansingburg.—Note. Under this heading the name of John McQuide (see Troy) should appear, and through the error of complainants' printer it was transposed in the make-up of the 1894 Credit Ratings, and appears under Troy, with address as Lansingburg, and respondents' book corresponds exact.

Long Island City, Blissville.—Note. Respondents' book compares exact as to trade classifications and the use of the credit character L after the name of Roach & O'Donnell. L. with respondents, signifies "\$1,500 to \$2,500," and with complainants it signifies "C. O. D."

New York City.—Note. Respondents reproduce D after Booth Bros. & Hurricane Granite Co., 60 Bank St. (inc.), cap. paid in \$250m. D with complainants signifies "very good." D with respondents signifies \$75,000 to \$100,000, which does not compare with the concern's capital paid in.

OHIO.

Hanover town.—Note. This insertion was an error and should have read Hanoverton in Credit Ratings, and the same error appears in the Blue Book.

TENNESSEE.

Humboldt.—Note. A. W. Stehr should read A. H. Stehr.

VERMONT.

Barre.—Note. Respondents' book will be found an exact copy of the 1894 Credit Ratings. George Straitton was a clerical error, and should spell Straiton. (See Exhibit No. 14.)

Montpelier.—Note. Complainants' printer, in making up the 1894 Credit Ratings, wrongfully classified the Langdon Granite Co. and Lynch & McMahon under Charles H. More & Co. Respondents' Blue Book shows the same error.

VIRGINIA.

Charlottesville.—Note. L. W. Bowman should read L. M. Bowman. (See Exhibit No. 16.)

WISCONSIN.

Houghton.—Note. Respondents copy BQ Prentice (The Brown Stone Co. This, in the Blue Book classification, would signify building quarry.

Watertown.—Note. Joseph Walter should read James Walter.

Ending with Wyoming, respondents follow complainants' classification in making up the Canadian provinces, which is not alphabetical, as in other publications, but a style original with, and peculiar to, complainants.

DAVID M. LADD.

Sworn to February 6, 1896.

AFFIDAVITS FOR DEFENDANT.

Affidavit of Edward P. Oxnard.

[Filed February 4, 1896.]

On this third day of February, A. D. 1896, before me personally appeared Edward P. Oxnard, who, being by me duly sworn, deposes and says:

That he is one of the respondents in the above-entitled action; that he has been for the past thirteen years engaged in business with the North American Mercantile Agency, having attorneys in most of the principal cities and towns of the United States and Canada; that in connection with said business he has come into contact with persons, firms, and corporations in various mercantile and manufacturing lines, and has had communication with large numbers of attorneys, in different parts of the United States and Canada; that in connection with said work he also met large numbers of persons engaged in the marble and granite business throughout Massachusetts, New Hampshire, and Vermont; that about eighteen months ago he began the preparation of a book of reference entitled "The Blue Book of the Marble and Granite Exchange Mercantile Agency," and continued the same down to about the first of November, 1895, when the same was printed and issued; that in the preparation of said work he began with the states of Massachusetts, New Hampshire, and Vermont; that the sources of information used by him, as more fully set out below, were state and city directories which classify dealers under various heads showing the lines of business in which they are engaged, among others the marble and granite business; the reports of attorneys in several places; the books of the firm of Cook & Watkins of the city of Boston, large wholesale dealers in granite, stone, and marble, having dealings with persons and firms in various parts of the United States, upon whose books and correspondence the defendant and his son spent upwards of two weeks; and the assistance of said firm, and others in the same line of business, in correcting and adding to the sheets of his work which he submitted to them; and that, if any instances occur where errors and misprints appear in both complainants' and respondents' books, it is due to the fact that both have had access to the same directories, trade lists, and other sources of common information.

The deponent further says that he has made a comparison between the work issued by him and the complainants' book on file in this court, and says that there is, and from necessity must be, a similarity in the names of the granite and marble dealers in each city and town, inasmuch as the same dealers are referred to by each; that there is a similarity in the fact that the states are arranged alphabetically in both books, as in all mercantile agency books and directories; that the books, however, upon comparison, vary materially, in the names given, and in the following other particulars: The respondents' book contains, after the name of each town and county, the name of an attorney, and the population of the town or city, and the name of the most prominent bank situated in the place, none of which are contained in complainants' book. Then follows a list of the

persons, firms, and corporations engaged in the granite, stone, or marble business in such town or city. These, from necessity, must be similar in the two works, as in many places there is but a single person or firm in the place engaged in this industry, and in the majority of places only two or three such firms, but, upon comparison of the two works, it will be seen that very many differences do occur; such, for instance, as the omission of towns from the complainants' book which are given in respondents', the omission of towns in respondents' book which are given in complainants', and the omission of the names of dealers in one which occur in the other. Reference is hereby made to the tables at the end of this deposition showing differences in one state, namely, Pennsylvania, taken at random in the book.

Opposite each name are letters indicating the lines of work in which such persons or firms are engaged. Reference to the complainants' book shows that their list must have been prepared several years since, when firms were engaged only in a single line, that of marble, granite, stone, or monumental work. The respondents' book correctly shows that a majority of firms throughout the country are now engaged in two, and even three, of these lines. Opposite the name of each dealer appears in both works a rating. The key employed in one case is that of letters, and the other of figures, and the division into amounts represented by these letters and figures is somewhat different. In obtaining ratings the respondent has employed a variety of means. Through the attorneys in some of the states upon his list he has obtained ratings throughout the state, which were procured with the assistance of some leading marble or granite dealer in the principal city. In the state of Massachusetts, and many other states, he has received the assistance of a leading marble and granite house in Boston, which employs five or six traveling salesmen, covering many of the Central, Western, and Southern states. This house had communication with dealers in many parts of the United States, and the respondent and his son, Frederick P. Oxnard, spent upwards of two weeks in going over the accounts of dealers in many parts of the United States, and examining the promptness of their payment, and all of the ratings were submitted to this firm for verification and correction. The firm of granite dealers in Boston previously alluded to are members of the Manufacturers' & Wholesale Granite Dealers' Protective Association of New England, which issues monthly a confidential list of dealers throughout the United States whose credit is in any way impaired, or whose payment makes them liable to suspicion; and deponent is informed and believes that those lists, for a period of upward of a year, were used in correcting and verifying the standing of dealers throughout the country.

Deponent further says that he did not have or use any copy of complainants' said book in the preparation or compilation of his work. He further says that the lists of dealers throughout the country are not the subject of copyright, and have been printed in numerous town, city, and state directories before the publication of complainants' book, and are common property for the purpose of making any compilation, and that he has made use of such works in preparing his book.

Deponent further says that neither he nor any agent of his has ever offered his said book for sums varying from five to twenty-five dollars, but have leased the same for the uniform price of twenty-five dollars per year to persons subscribing therefor, and have offered to any person who had paid said subscription price an extra copy of the work, to be used by his travelers on the road, for an additional sum of from two to five dollars, according to the number of extra copies taken; but that, so far as he remembers, no second copy has been taken at said last-named prices.

Deponent further says that he has never sold or offered for sale any copies of his said work, and that he is informed and believes that the complainants have never sold or offered for sale any of his said books, but have uniformly leased the same to subscribers, according to the form of lease which appears on the inside back cover of complainants' exhibit filed in this case, and that, at the expiration of each year, the book for that year is returned to and taken up by complainants.

EDWARD P. OXNARD.

Sworn to February 4, 1896.

LADD & HUNT.

OXNARD.

ALLEGHENY, PA.

B-	Alston, A & Co. very good	50 to 75M	not in
*-	Beggs, Alexander & Son		not rated
* M-	Walker Marble Co.		G M+ Walker Marble & Granite Co.
BZ-	Wissner, Henry		S W Windsor, Henry

ALLENTOWN, PA.

* M	Harwick, Monroe B.	1 to \$2000	Investigate Pay.
* M	Schmeyer, A. W. & Co.	\$500.	Investigate Pay.

ALLENTOWN, PA.

M-	Altoona, Blair		Altoona, Blair Co.
* M-	Johnson W. W.	\$500.	G M+ Johnson W. W. Investigate pay.
* M-	Moffatt, Thomas E. & Co.	\$500	G M+ Moffatt, Thomas E. & Co. Investigate Pay.
* M-	Black, John H.	Fair.	G M+ Black, John H. Investigate Pay
* M-	Knaus J. A.		G M+ Kausas, J. A.
	not in		Bolivar Pa.
	not ir		Haglock, John \$600.

BATH, PA.

* M-	Reinhard Dan'l J. (Agt)	3 to \$5M	G M+ Reinhard, Dan'l J. (Agt) Investigate Pay.
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BEAKVILLE, PA.

* M-	Miller, J. M.		G M+ Millert J. M.
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BEAVER FALLS, PA.

	Not in		G M+ Reed A. E.
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BERLINSVILLE, PA.

* M-	Becker, James W.	\$500.	G M+ Becker, James W. Investigate Pay.
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BERNVILLE, PA.

* M-	Yeager, Henry & Co.	\$500.	G M+ Yeager, Henry & Co. 10 to \$20M
	Not in		Bangor Pa.
	Not in		Kerler R. E.

BOWERS' STATION, PA.

MZ-	Hamsher, Henry F.		M W Hansher, Henry F.
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BRADDOCK, PA.

* M-	Hollenberg C. B.	\$500.	G M+ Hollenberg C. B. Investigate Pay
	Not in		G M Shanahan & Valentine.

BROWNSVILLE, PA.

M Z	Wright Thomas S.		not in
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CAMBRIDGEBORO, PA.

* M-	Sherman & Root	10 to \$20M	G M+ Sherman & Root \$5 to 10M
	Not in		Canton, Pa.
	Not in		G M+ Rouan, J. W.

CARLISLE, PA.

* M-	Erb, George B.		Not in
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CATASAUQUA, PA.

* M-	Berger, William A.		G M+ Borger, William A.
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CHESTER, PA.

M Z	Not in		G M Cudlipp, J. H.
	Ramsley, Wallace		M W Rawsley, Wallace,
	Cochranton, Pa.		Cochkanton, Pa.

DOWNINGTON, PA.

* M-	McClintock, William		G M+ McClintock, William M.
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DU BOIS, PA.

	Not in		G M Krell, J. H.
--	--------	--	------------------

DUNCANNON, PA.

* M-	Lupfer & Flickinger		G M+ Dupfer & Flickinger
	Not in		Edinboro Pa.
	Not in		G M Weber, James.

LADD & HUNT.

OXNARD.

- * M- Carey, George A.
Not in
- Not in
Not in
Not in
- G Q - Lightner Nathaniel \$1000.
not in
- G Z - Empire Granite Co.
not in
- * M- Keiper, Philip 5 to \$10M
not in
not in
- * M- Feister, E. K. & Son. 3 to \$5M
not in
- * M- Daugherty J. E.
not in
- M Z - Nau, John H. \$1000.
not in
- * M- Hollinsbury & Palmer
* M- Wright Thomas S.
Mauch Chunk Pa.
- B Q - McNeill, Benjamin
not in
- * M- Coble, Henry U.
not in
- * M- Rainey & Mesker
not in
- * M- Schlosser, Frank 3 to \$5000.
not in
- B Z Sligh, A. H.
not in
- * M- Hart, John C. \$1000.
not in
- * M- Nell M. M. (Mrs.)
not in
- * - Storb Theodore M.
not in
- EASTON, PA.
G M+ Casey, George A. & Co.
G M Price, W. D.
- ERIE, PA.
G M Jenks C. W.
G M Germanton, Pa.
G M Smith S. D.
- GETTYSBURG, PA.
No rating.
Miller Mrs. W. H. \$2500.
- HARRISBURG, PA.
not in.
Compton & Mettler.
- HAZELTON, PA.
G M+ Keiper, Philip. Investigate Pay
M G Thomas J. B. \$2500.
M G Thomas, WM. J.
- JERSEY SHORE, PA.
no rating.
- LANCASTER, PA.
McClure, Estate of W. M. \$10 to 20M
(See Mrs. Christiana McClure,
- LATROBE, PA.
M Cr.+ McColly, E. B & Co.
- LEBANON, PA.
G M+ Dougherty Geo.
M G Kleisir, Felix
- LITTLESTOWN, PA.
Investigate pay
- LOCK HAVEN, PA.
M Cr.+ Peelling G. C.
- McKEESPORT, PA.
M G Palmer O. M.
not in
not in
- MEADVILLE, PA.
S Q McNeill Benjamin & Co.
- MIDDLETOWN, PA.
not in
- MILLERTON, PA.
M G McKibbin, Wm. T.
G M+ Rainey Meeker
- MONONGAHELA, PA.
Alexander & Co.
- NEFF'S, PA.
no rating.
- NEW ALEXANDRIA, PA.
S W Sligh, A. H.
- NEW BRIGHTON, PA.
G M+ Garver, A. H.
- NEW CASTLE, PA.
G M+ Hart, John C. Investigate pay
G M+ Hart, Wm.
not in
- NEW HOLLAND, PA.
G M+ Storb Theodore M & Sons.

LADD & HUNT.

OXNARD.

NEW OXFORD.

M Z- Lough E. G. M W Lough E. G.

NORRISTOWN, PA.

* M- Smith George W. 5 to \$10,000. G M- Smith George W. Investigate pay.

OXFORD, PA.

* M- Jones, George E. \$2 to \$3000 G M- Jones, George E. no rating.

PHILADELPHIA, PA.

* M- Arnalz & Burns not in
 * M- Ashmore, James J. G M- Ashmore James
 * M- Ashton John S. G M- Ashton, John S. & Co.
 M B- Atkinson & Myhlertz W S Atkinson & Myhlertz (Dissolved)

PHILADELPHIA, PA.

* M- Burke, Catherine G M- Burke, Catherine & Co.
 G M- Connor, James not in
 * M- Gallagher & Feusht not in
 W M- Freedly J. K. & Sons X M Freedly Wm. G.
 * M- Gessler, John M. G M- Gessler, John M. (estate)
 M Z- Graham Walter not in
 * M- Kornbau, Daniel not in
 G M- Miller, Christian not in
 * M- Mount Waldo Granite Works not in
 * M- O'Brien J. J. & Co. not in
 * M- Pierce, John S. G M- Pierce, John S & Co.
 * M- Schmucker, Lewis G. not in
 * M- Schroeder, Chas. F. 5 to \$10,000 Moderate pay. Capital not stated
 * M- Utery Conrad not in
 not in G M Waterhouse, W.
 not in G M- Whitaker, John W.
 * M- Yeager, John M. G M- Yeager, John M.
 G- Young, Thomas \$20,000. G Young, Thomas \$5,000.

PHILLIPSBURGH, PA.

* M- Cooper, J. A. \$1000 G M- Cooper, J. A. no capital.

PITTSBURGH, PA.

not in M G- Itzel & Co.
 B Q- Park & Park 50 to \$75,000 S Q Park & Park no rating

PITTSTON, PA.

not in Barber, S. J.

POTTSTOWN, PA.

* M- Reifanyder & Storb G M- Storb Horace

POTTSVILLE, PA.

* M- Laubenstein Levi \$3 to 5000 G M- Laubenstein, Levi Investigate Pay
 (No capital)

READING, PA.

* M- Bressler F. F. \$2 to 3000 Fair. G M- Bressler F. F. Investigate Pay
 W M- Getz's, H. S., Sons 150 to \$200,000. not rated.
 High.

REYNOLDSVILLE, PA.

not in Seeley & Alexander.

SALTSBURGH, PA.

not in G M- Bebk, R. J.
 Sciota Pa. Scotia Pa.

STRAUSSTOWN, PA.

not in G M Miller, L. L. or S. R.
 * M- Daugherty Mary A. not in

UNION CITY, PA.

not in Ezra Cooper

WAYNEBORO, PA.

* M- Forbes, J. N. Nothing. G M- Forbes, J. N. \$2500.

WAYNESBURG, PA.

* M- Spragg, Eliza G M- Spragg Eliza
 not in West Pittston, Pa.
 not in M G Barber, S. J.

LADD & HUNT.

OXNARD.

not in

WILKES BARRE, PA.

G M+ O'Neil, P. S.

WORTHINGTON, PA.

* M— Gaiser, G. J. & Co. 3 to \$5000.

no rating.

YORK, PA.

* M— Doyle, David B. 3 to \$5000.

G M+ Doyle David B. Investigate pay. (No capital)

M G— Laucks, G. W. 5 to \$10,000

M G Laucks G. W. no rating.

* M— Miller Henry H.

not in.

Affidavit of Reed O. Oxnard.

[Filed February 8, 1896.]

United States of America, District of Massachusetts.

On this seventh day of February, 1896, personally appeared before me Reed O. Oxnard, and, being by me first duly sworn, deposes and says, that he is a resident of Medford, in this district, and a son of respondent Edward P. Oxnard; that at the request of said respondent he made a comparison of the lists of stone dealers in Massachusetts, as given in the respondents' book complained of and the complainants' book deposited in the clerk's office of this court, and he annexes hereto the said comparison in his handwriting, made in parallel columns, showing the wide differences between the two books; that he has further made a comparison between complainants' book and respondents' book as to the states of Wisconsin, Virginia, and West Virginia, and finds very substantial differences, being quite as great as those in the list annexed to his affidavit and to that of the said Edward P. Oxnard, but he has not had the time and opportunity to make the same written statement in parallel columns to annex hereto; that his attention has been called to the statement in the affidavits heretofore filed in this case on behalf of the complainants, to the effect that at least eight thousand changes occur between various editions of the complainants' work; and in view of their allegation that the complainants' and respondents' books are identical, he has made a count of the dealers contained in respondents' book, and finds the total number of persons, firms, and corporations reported there as dealing in the various kinds of stone as 7,676; that he has not had an opportunity to make an accurate count of the names contained in complainants' book, but has made a careful estimate thereof, and in his belief said book does not contain over eight thousand names. Deponent further says that he has seen and examined the United States Directory of the Marble, Granite and Stone Dealers and Workers, published by J. S. Clark & Company, of Louisville, Ky., which is referred to in the affidavit of Seward W. Jones filed herewith, and he deposits herewith a copy of said book, identified by his initials, for reference in this case. The deponent further says, with reference to the complainants' statements in their affidavits that their arrangement of the British provinces is peculiar to their book, that the said arrangement in complainants' book is substantially identical with that in said Clark's Directory heretofore referred to.

REED O. OXNARD.

Sworn to.

MASSACHUSETTS.

LADD & HUNT.

OXNARD.

Annisquam Mass.
Ashley Falls
Bay View Massnot in
not in
not in

BOSTON, MASS.

G Q— Blue Hill Granite Co
G Q— Braintree Granite Co (Inc)
No. 7 Exchange Place.
M— Butler, Phillip H & Co Good
5 to \$10M
B+ Cambridge Stone Conot in
G Q Braintree Granite Co. (Inc)
No. 23 State St.
M Butler, Phillip H & Co Investigate
Pay.

LADD & HUNT.

OXNARD.

BOSTON, MASS.—Continued.

* M—	Camfl E & Son	G M+	Camfl, E & Son
B Z—	Carew Freestone Co	S W	Joseph Carew Freestone & Marble
B	Cleveland (The) Stone Co	S	Cleveland (The) Stone Co.
	No. 166 Devonshire St.		No. 31 Sleeper St.
W G—	Cook & Watkins No. 120 Boylston St	X G	Cook & Watkins No. 122 Boylston St.
	(See Barre Vt.)		(See Barre Vt. & Quincy Mass)
B—	Cuddihy John J.	S	Cuddihy, John J.
	No. 562 Albany St.		No. 166 Devonshire St. & 17 Otis St.
G—	Donohoe, M. J.		Donahoe, M. J.
G M—	Evans, R. A. & Sons 3 to \$5000		no capital Investigate Pay
* M—	Grasser, Paul	G M+	Grasser, Paul
	No. 1045 Tremont		No. 38 Burnell St.
G Q—	Jones, S. O.	G Q	Jones S. O.
	Meridian St. bridge		No. 479 Meridian St. E. B.
G B—	Joyce, John		not in
G—	King, George O.		G. King, George O.
	No. 18 Swett St.		Woolson St.
H G	Libby, Albert A. & Co	B G	Libby, Albert A. & Co.
	No. 116 Swett St.		Pavers, No. 28 School St.
* M—	Magner, David		no rating.
	\$2 to 3000		
B Z	Meany, Edward F. & Co	S	Meany, Edward F. & Co
	75 to \$1000		no rating
* M	Mulrey, T. D. 50 to \$75M	G M—	Mulrey, T. D. no rating
* M—	Mulrey, Patrick (estate)	G M+	Mulrey, Patrick (estate)
	1208 Harrison Ave.		No. 84 Vernon St.
B Z—	New Brunswick Freestone Co.	S W	New Brunswick Freestone Co.
	No. 4 Pemberton Sq (Inc)		No. 27 Pemberton Sq. (Inc)
* M Z—	Robinson, George H.	M W	Robinson, George H.
	No. 86 Cambridge St.		No. 86 Cambridge St. Charleston.
W G—	Rockport Granite Co.	X G	Rockport Granite Co
	No. 27 Kilby St.		No. 31 State St.
B Z—	Stillwell & Schaeffler		not in
B Z—	Sullivan Wm J.	S W	Sullivan Wm J.
	No. 59 Swett St.		No. 123 Swett St.
* M—	Tempest J. P.	G M+	Tempest J. P.
	No. 146 Bowdoin St.		No. 1291 Dorchester Ave.
	not in		S W Valentine & Stillwell
G M—	Walker, Avarid L & Co	G M	Walker, Avarid L. & Co
	No. 149 Portland		Forest Hills.

EAST BRAINTREE.

not in	Kelloway, Henry
Brighton Mass	not in
not in	W M Breakorth, Parsons
not in	M Q+ Jenks, A. E.

CAMBRIDGE, MASS.

M G—	McDonald Alexander & Son 50 to \$75,000	not rated
* M—	McNamee, John & Sons 2 to \$3000	no rating

CAMBRIDGEPORT, MASS.

G Z—	Doherty, Hugh 2 to \$3,000	no rating
M G	Horgan, John J. 45 Main st	M G Horgan, John J. 53 Main st.

EAST CAMBRIDGE, MASS.

not in	Conn. Steam Stone Co. (Freestone)		
	No. 64 First St.		
* M	Harrington John & Son	G M+	Harrington John & Son
	Gore's Wharf, 3d St.		Ayers Wharf, No. 320 3d St.
G Z—	Sweatt Gould & Parker	G W	Sweatt & Gould

CANTON, MASS.

B Z	Lawrence, John 2 to \$3,000	no rating
	Cataumet Mass	not in

CHELSEA, MASS.

G Q—	Davis, D. C & Son 3 to \$5000 good	no rating
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CLINTON, MASS.

not in	M G	Gibson Geo. S.
* M—	Rogers D. A. 180 High st.	not in
	East Lee Mass	not in
	East Long Meadow Mass	not in
	East Mansfield Mass	not in

LADD & HUNT.

OXNARD.

not in ESSEX. G M Stover & Co

EVERETT, MASS. not in

M Z-- Whitcomb A. G. FALL RIVER, MASS. not rated

B Q-- Beattie, William 50 to 75M Durkin, P. J. *no rating*

* M-- Durkin & Co \$1000. G M+ Durkin, P. J. *no rating*

not in M G Fish, F. S.

not in G M Lawson F. M

GARDNER, MASS.

not in M G Keenan & Gerry

Graniteville Mass not in

GREAT BARRINGTON, MASS.

not in G M+ Lux M.

HOUSATONIC, MASS.

* M Brown F E not in

HARWICH, MASS.

* M-- Crosby, Henry T. 3 to \$5,000 not rated

M G-- Cummings, F. G. & Co M G Weeks, Cummings & Co.

HOLYOKE, MASS.

not in S Delaney Bros First class pay \$100,000

not in S to \$300,000

not in S Mead, I.

not in S Polvin & Shearer

S McComm Walter

HYANNIS, MASS.

not in G M Nickerson, Thos. W.

not in Hyde Park Mass

not in M G King, Geo. O

not in Hyde Park Marble and Granite Works

LAWRENCE, MASS.

not in Bostre & Co

LEE, MASS.

* M-- Gross Bros 100 to \$150,000 not rated

Long Meadow Mass not in

LOWELL, MASS.

not in G W Anderson John

not in G W Dillingham Fred

not in G M+ Gumb Bros

LYNN, MASS.

B Z-- Blethen, Curry & Co. S W Blethen, Curry & Co

not in G W Blenton S. P.

not in G W Sampson John

MALDEN, MASS.

* M-- Malden Marble & Granite Works not in

* M-- Scott & Hildebrand not in

MILFORD, MASS.

not in G M Fair C. L.

EAST MILTON, MASS.

not in G+ Sullivan, John E.

NEW BEDFORD, MASS.

not in G M Dawson. Amos

NORTH ADAMS, MASS.

* M Crowley D. J. G M+ Crowley, D. J. Sold out

PITTSFIELD, MASS.

M G-- Andrus, R. O. not in

LADD & HUNT.

OXNARD.

* Clark, Robert

PLYMOUTH, MASS.

not in

QUINCY, MASS.

not in
not in
G Q— Carr, E. F. & Co.

G W Adrian H. W.
G W Abram, James, W.
not in

SO. QUINCY, MASS.

G Z— Burke & O Keefe
G Z— Cook M. E. & Co 2 to \$3,000
not in
G Z— Lillierap Bros
G*— McDonnell Bros 10 to \$20,000
* G— McDonnell & Kelley 3 to \$5000
G Z— Norfolk Granite Co. (see Burke &
O'Keefe)
G— Restelli & Kelley
G Z— Turner R. E.

not in
G W Cook M. E. & Co. 10 to \$20,000
Cook & Watkins (see Boston)
not in
no rating
not rated
not in
not in
not in

WEST QUINCY, MASS.

* G— Ayers. A. W. & Son 50 to \$75M
G Z— Fuller, F. Wesley 3 to \$5M
G Z— Heuss, John *Moderate Pay*
* G— Hevchan, James & Son
* G— Monahan & Breen
G Z— Quinn, Robert, K
not in
not in

not rated
no capital
5 to \$10,000
G+ Hevchan, James & Son
not in
not in
Royalston Mass
Royalston Granite Co (see Edward
D. Reed)

ROCKPORT, MASS.

not in

G Q Rockport Granite Co (cap. paid in
\$200M)
G Q Wait, T. N & Son

not in

SALEM, MASS.

not in
not in

G— O'Rourke Bros.
G M+ North Bridge Granite Works No. 73
North St cor Bridge

SPRINGFIELD, MASS.

B Z— James, William
B Q— Lawler, Edward A.
not in

S W James, William (Estate)
not in
S Q Marra, John

TAUNTON, MASS.

* M— Jackson, Wm. H.

G M+ Jackson, Wm. H. Mrs.

WARE, MASS.

* M— Kinney & Godfrey (See Northampton)

G M+ Godfrey, W. F.

WESTFIELD, MASS.

not in

M G Westfield M. & G. Co.

WEST STOCKBRIDGE, MASS.

* M— Brown, F. E.

not

WOBURN, MASS.

* M— Briggs Richard
not in

not in
M G Hern, John J.

WORCESTER, MASS.

not in
not in
* M— Nugent & O'Toole
not in
not in
not in

G M Adamson Johnson
Davis Bros
not in
Austin O'Toole
G M + Nugent, John F.
G M Wilson Martin

Among other proofs filed by defendant was an affidavit by one Seward W. Jones to the effect that one of the complainants had called upon him to solicit a subscription to their book, and that, in the ensuing conversation, said complainant had stated that the book of complainants was compiled from a directory of marble and granite dealers in the United States, published by J. S. Clark & Co., of Louisville, Ky., which book defendants made part of their evidence. This statement was denied by an affidavit in reply, and, in order further to show that complainants' book was not compiled from Clark & Co.'s directory, as well as to show that defendant's book was taken from that of complainants, complainants' attorney in his brief, exhibited the following table of comparisons between the three compilations:

CLARK'S DIRECTORY.	CREDIT RATINGS 1894.	BLUE BOOK.
	ALABAMA.	
H. H. Blakely, Birmingham,	Birmingham Jefferson. Alabama Marble & Stone Co. (cap. Paid in \$12,300)	Birmingham, Jefferson Co. Alabama Marble Stone & Co. (Cap. paid in \$12,300)
T. H. Holt, "	Birmingham Marble Works. (see Thos. H. Holt) Holt, Thos. H.	Birmingham Marble Works. (see Thos. H. Holt) Holt, Thos. H.
S. J. Evans, Calera,	Calera, Shelby Evans, Samuel J.,	Calera, Shelby Co. Evans, Samuel J.
J. Hummel, Decatur,	Decatur Morgan Hummel, J.	Decatur, Morgan Co. Hummel, J.
Geo. Kenney, Opelika,	Stewart, W. P. Opelika Lee	Stewart, W. P. Opelika, Lee Co.
J. N. Montgomery, Selma,	Kinney, Geo. Selma Dallas	Kinney, Geo. Selma, Dallas Co.
L. Taylor, Talladega,	Montgomery, J. N. & Son, Talladega Talladega Taylor, Lafayette,	Montgomery, J. N. & Son, Talladega, Talladega Co. Taylor, Lafayette,
	ARIZONA.	
NOTE. No towns or names.	Flagstaff Yavapai Arizona Sandstone Co. (see Los Angeles, Cal.) English & Padgham Phoenix Maricopa Bliss & Ligier Cohise Marble & Onyx Co. Gregory, J. M. Phoenix Marble & Stone Co. (cap. \$50m) Prescott Yavapai Mair, Jacob, Tombstone Cochise Ritter & Taylor	Flagstaff, Yavapai Co. Arizona Sandstone Co. (see Los Angeles, Cal.) English & Padgham. Phoenix, Maricopa Co. Bliss & Ligier. Cohise Marble & Onyx Co. Gregory, J. M. Phoenix Marble & Stone Co. (cap. \$50m) Prescott, Yavapai Co. Mair, Jacob, Tombstone, Cochise Co. Ritter & Taylor.
	INDIANA.	
John Naugle, Salem, W. M. Linscott & Co.	Salem Washington Linscott, W. M. Naugle, John,	Salem, Washington Co. Linscott, W. M. Naugle, John,
	IOWA.	
John A. Starlin, Missouri Valley,	Missouri Valley Harrison Starling & Bullard	Missouri Valley, Harrison Co. Starling & Bullard
	KANSAS.	
James Johnston, Salina,	Salina Salina Johnson, James,	Salina, Salina Co. Johnson, James,
	MINNESOTA.	
P. N. Peterson, Stillwater, Thurn & Co., Winona,	Stillwater Washington Peterson, P. M. (see St. Paul) Winona Winona Thrum, Joseph,	Stillwater, Washington Co. Peterson, P. M. (see St. Paul) Winona, Winona Co. Thrum, Joseph,

CLARK'S DIRECTORY.	CREDIT RATINGS 1894.	BLUE BOOK.
	NEBRASKA.	
David & Kildow, York,	York York Kildaw, J. N.	York, York Co. Kildaw, J. N.
	NEW HAMPSHIRE.	
G. F. Andrews, Enfield, D. L. Tilton,	Enfield Grafton Buckley & McCormick Wells & Flanders	Enfield, Grafton Co. Buckley & McCormick Wells & Flanders
	OHIO.	
Sam'l Jackson, Hanoverton,	Hanovertown Columbiana Jackson, Samuel,	Hanovertown, Columbiana Co. Jackson, Samuel.

The affidavit of Reed O. Oxnard (page 49 of the record) states that the arrangement in the Credit Ratings of the British provinces is substantially identical with that of said Clark's Directory. A comparison of the exhibits in this case show the following as the arrangement of four of the same in the three books:

CLARK'S DIRECTORY.	CREDIT RATINGS.	BLUE BOOK.
British Columbia.	Newfoundland.	Newfoundland.
Manitoba.	Prince Edward Island.	Prince Edward Island.
New Foundland.	Manitoba.	Manitoba.
Prince Edward Island.	British Columbia.	British Columbia.

Albert P. Worthen, for complainants.
Elder, Wait & Whitman, for defendant.

PUTNAM, Circuit Judge. The complainants have published annually for several years a book of credit ratings of the marble, granite, and stone dealers of the United States and Canada. The volume on which this bill was brought is that of 1894, which the case shows was delivered to 179 subscribers, the complainants receiving therefor \$5,430. The stipulations between the complainants and subscribers on which the books were issued were that the book delivered to each subscriber was a loan, and was not sold; and that, if any copy was found in any other hands than those entitled to use it by permission of the complainants, the publishers might take possession of it, and thus all rights to its use by the subscriber would be annulled. The bill complains of infringement, and the present issue comes on an application for an interlocutory injunction.

The respondent claims that on its face the bill is demurrable, and that, on this hearing, he is entitled to the advantage of all the questions which could be raised on demurrer. We are disposed to yield that proposition, because, certainly, the court will not grant an interlocutory injunction on the face of a bill which it sees clearly could not be sustained on demurrer. The respondent, however, makes but one proposition which can properly be called a "proposition of law." He claims that, by reason of the special restriction on the use of the book to which we have referred, there never has been a publication, and that, therefore, the rights of the complainants are at common law, and not under the statutes, so that this court has no jurisdiction of this suit, both parties being citizens of Massachusetts. It should be said in this connection that, while the nature of the use of the complainants' book was sought to be limited in the manner which we have explained, there was no limit placed by the complainants on the extent or number of persons to whom the book

might be distributed under the conditions which they had provided. Though adapted specially for persons engaged in the trades of which we have spoken, yet even these are indefinite in number, and there is no evidence that the circulation was intended to be limited to them. In any view, it might be difficult to sustain this proposition, because, as the statute now stands, an author is compelled to complete his title to his copyright before publication, so there is at least one point of time, although it may be a very minute one, when the author, who has entitled himself to a copyright, is also entitled to look to the statutes of the United States for protection, notwithstanding he has not published. Indeed, it may well be questioned whether the mere fact that one has not published, and the consequential fact that he has a remedy at common law, deprive him of a concurrent remedy under the statute in the event that he has complied with all its requirements for obtaining a federal copyright. However, we do not rest the case on this point, because we are satisfied that there has been a publication.

The respondent cites on this point *Scrut. Copyr. § 106*, and relies on the well-known cases in each of which there was a private circulation of manuscripts, or of printed books, and yet it was held that the common-law right of the several authors was preserved. *Scrutton on Copyright* is far from precise on this topic, and it cannot be ascertained from what the author says that he intended to lay down a rule which meets the present case. The instances where the private circulation of manuscripts and printed books has been held not to amount to publication are so essentially different from the case in hand that we need not delay to point out the distinctions. Neither party has referred us to any decision covering this proposition which we regard as of authority in this court. *Coppinger on Copyright (3d Ed.)* lays down rules at least partially, if not wholly, defining publication within the meaning of the copyright statutes, which we think are more accurate than the expressions cited by the respondent from *Scrutton*. On page 117, in distinguishing the effect of a private and gratuitous circulation among friends, he says: "The distinction is in the limit of the circulation. If limited to friends and acquaintances, it would not be a publication; but if general, and not so limited, it would be." Again, on page 119, he says: "To constitute publication, it is necessary that the work shall be exposed for sale or offered gratuitously to the general public, so that any person may have an opportunity of enjoying that for which the copyright is intended to be secured." It is to be noticed that in this last citation the learned author expressly refrains from limiting the method of disposing of the publication to that of sale, and enumerates no elements necessary to constitute publication beyond those which exist in the case at bar. In *Callaghan v. Myers*, 128 U. S. 617, 646, 656, 9 Sup. Ct. 177, it appeared that, under the statutes of the state, the reporter of decisions, who claimed the copyright in that case, was required to supply to the secretary of state a certain number of copies for purposes expressly provided by law. The supreme court held such delivery to constitute publication, under the copyright statutes, although it did not appear that any copies

had been distributed from the secretary's office. This case, at least, goes so far as to hold that the mere fact that the delivery of copies of a book was under special limitations would not prevent the delivery from constituting a publication, provided the delivery insured that the public, or an indefinite portion of it, should, without further action on the part of the author, have access to it.

We know of no recognized practice under the copyright law which would enable the respondent to base upon it any general rule such as is claimed by him in this case. The determinations of various courts that, under some circumstances, the delivery of lectures, or the representation of plays, to such of the public as may attend, do not constitute publication, must be regarded as rather of an incidental character, arising undoubtedly to some extent from tenderness for authors, and not establishing any general rule. So far as concerns the interests of the public and the general policy of the copyright statutes, this case stands in all respects practically the same as though the complainants' publication had been sold by unrestricted titles; and there is no substantial reason why, if the complainants had not obtained copyrights, they should now be protected against infringers.

The respondent raises three issues of fact: First, whether the case shows that the advance copies were seasonably deposited in the mail for the purposes of the copyright statute; second, whether the complainants' work was of an original character, and otherwise of such character as might be copyrighted; and, third, whether there was infringement.

The first issue of fact involves a question not of substantial merit; and as it is beyond doubt that the complainants did forward advance copies so early that the respondent could not possibly be prejudiced by any alleged delay, the court ought not to require on this point any very direct proof. It is satisfied that the balance of probabilities, as shown by the evidence, is in favor of the complainants.

On the second issue, the work of the complainants was, of course, mainly in the nature of compilation, which they claim to have effected partly by interviews with gentlemen in the trade, but more largely by correspondence with attorneys and gentlemen of the trade at various points throughout the United States and Canada. It is well settled that compilations of this character are protected by the copyright statutes, even when they involve only industry, and no such degree of originality as is expected from authors of repute. Indeed, the quality and grade of original work required by the courts under the copyright statutes are very moderate. This is explained in *Callaghan v. Myers*, already referred to, 128 U. S. 617, 659, 660, 9 Sup. Ct. 177; and other late decisions of an interesting character in the same direction are *Lamb v. Evans* [1893] 1 Ch. 218, which was a case of a mere trade directory with a classification of advertisements, and *Leslie v. Young* [1894] App. Cas. 335, which was a case of a pamphlet containing information concerning railroad train service in a particular locality. We are satisfied that, on this point, the complainants make out a clear case, so far as the evidence now stands.

As to the third issue, on the matter of infringement, we are also satisfied that the complainants have made out a very striking and strong case on the proofs as they now stand, notwithstanding the sworn denial of the respondent. The evidence bearing on that proposition is very much of the character described by the supreme court in *Callaghan v. Myers*, ubi supra, at pages 660, 661, 662, 128 U. S., and page 177, 9 Sup. Ct., with some additional peculiarities affording inferences which are quite irresistible. We deem it proper, on these propositions of fact, not to state our views at length, because the same questions may come before us hereafter on final hearing, with additional proofs which may require a revision of our present findings. It is sufficient to say that, as the case now stands, on all these issues of fact, the proofs are quite as strong and convincing as are ordinarily required by the most careful judges in order to establish a right to an interlocutory injunction. Where so large a proportion of a copyrighted book is plagiarized as in the case at bar, no discussion is needed, in response to the proposition of the respondent that there was work done by him which was additional, as well as in the line of corrections. If any was necessary, it would be sufficient to refer again to *Callaghan v. Myers*, ubi supra, at pages 660, 661, 662, 128 U. S., and page 177, 9 Sup. Ct., and *Leslie v. Young* [1894] App. Cas. 335, 342, already cited. The facts thus relied on by the respondent, even if established, are too disproportionate to directly affect the case in any substantial matter, or to have weight as matter of evidence to affect it indirectly.

A partial, if not a complete, definition of the instances in which a court of equity will interfere because the threatened injury by a wrongful act will be irreparable, found in *Parker v. Woollen Co.*, 2 Black, 545, 551, covers cases "where the loss of health, the loss of trade, the destruction of the means of subsistence, or the ruin of the property must ensue." The reasons for equitable interference in patent, trade-mark, and copyright cases are brought within this definition by the words, "the loss of trade." This, for reasons easily understood, involves injuries which it is impossible to compute by any rule of the law, or any practical rule whatever, or even to ascertain. Unless there is this special ground for equitable relief by injunction, a bill for that purpose will not lie even in patent cases. *Belknap v. Schild*, 161 U. S. 10, 26, 16 Sup. Ct. 443. Wherever equity has jurisdiction to grant an injunction by final decree, it has, of course, jurisdiction to grant interlocutory injunctions, though there are additional conditions of a peculiar character under which injunctions of an interlocutory nature may be granted, even though final relief is not asked for. The real basis of interlocutory injunctions is the maintenance of the status quo, as was pointed out by Judge Goff, speaking for the circuit court of appeals for the Fourth circuit, in *Buskirk v. King*, 18 C. C. A. 418, 72 Fed. 22, 25. When the result is simply to preserve the status quo, it may well be said, as was stated in the case cited, that, on an application therefor, the complainant "is not required to make out such a case as will entitle him to a decree in his favor on final hearing, and it sometimes happens that he ultimately fails to secure the relief asked for, while, nevertheless,

the granting of the preliminary injunction was eminently proper." To the same effect is *Jensen v. Norton* (decided by the circuit court of appeals for the Ninth circuit) 12 C. C. A. 608, 64 Fed. 662, 664. The difficulty in applying this rule, however, to patent, trade-mark, and copyright cases is that, with them, interlocutory injunctions do not ordinarily preserve the status quo. On the other hand, as it might happen in the case at bar, they sometimes operate to suspend temporarily the entire establishment or business of the respondent, and sometimes to so break them up as to result in permanent destruction. Therefore, in cases of this character, it has not ordinarily been sufficient merely to bring a complainant within the rules stated by Judge Goff, but, in addition thereto, the court ordinarily looks, for support of the complainant's case, either in long acquiescence by the public, or in some prior adjudication, or in some other special matter. *Philadelphia Trust, Safe-Deposit & Ins. Co. v. Edison Electric Light Co.* (decided by the circuit court of appeals for the Third circuit) 13 C. C. A. 40, 65 Fed. 551, 553. When, however, the case is so clear and strong as presented here, the complainant is usually entitled to the help of the court pending litigation, and usually he obtains that assistance by the way of an injunction.

But the law vests in no other individual holding an official position, whether executive, legislative, or judicial, a power more extensive, and more capable of evil, as well as of good, without defined rules either as to the law or the facts, than that which a single judge is so often asked to exercise in the manner asked in the case at bar. In view of this fact, and, further, in view of the varying and inconsistent expressions in relation to the proper occasions for exercising this power, the only true safety is in saying that a temporary injunction ought never to be granted in a case of new impression like this at bar, if it be possible to effectuate justice in any other way. The fact that the act establishing the circuit courts of appeals has somewhat relieved the anxiety of the courts of the first instance, asked to grant interlocutory injunctions, by giving a summary appeal, does not change our duty in these particulars. The care which judges and courts should exercise in using this summary power was suggested in the concluding expressions of the supreme court in *Barnard v. Gibson*, 7 How. 650, 658, expressions revived by the circuit court of appeals for the First circuit in *Marden v. Manufacturing Co.*, 15 C. C. A. 26, 67 Fed. 809, 813. This was further illustrated in this court in an opinion passed down February 2, 1895, in *Machine Co. v. Abbott*, in the following language:

"The injunction pendente lite will be allowed; but rule 22 of this court must be accepted as an indication that the judges in this circuit have agreed to support, in all respects, the policy of the seventh section of the act establishing the circuit court of appeals, so far as practicable to do so, and to avoid closing the business of any defendant in a bill in equity by an interlocutory injunction, whenever an appeal is taken and a supersedeas bond may be allowed, except in peculiar cases where justice clearly requires otherwise. But for this, a single judge, sitting in the circuit court, might, under some circumstances, do as much mischief as though no appeal had been provided for by the seventh section referred to."

The case fails to impress the court with the necessity of granting the complainants, for their protection, an unconditional interlocutory

order. The respondent is not charged with attempting in any way to pass off his publication for that of the complainants. Indeed, not only the title-page and the short name given the respondent's book, but also its size and style of binding, prevent any probability of one being mistaken for the other. There is, therefore, no threatened injury to come from a counterfeiting of that character; so that we can apply the fact, which is matter of common knowledge, that publications of this peculiar character rely for their acceptance on the reputation of the compilers and publishers, and the circulation of them must ordinarily be the same whether protected by copyright or not. The court must therefore presume that, while the respondent's publication might obtain some circulation for which he may be liable to account to the complainants in the way of profits, yet such circulation would probably be in addition to any which the complainants would secure, even if they maintained a monopoly, and, consequently, not of such character as to cause them a substantial loss of trade. Therefore, in view of the lack of positive evidence of any pending irreparable injury, and, further, in view that, with reference to any claim of threatened injury, the complainants rely on the presumptions ordinarily arising in cases of this character, which presumptions are quite overcome by the peculiar circumstances of the case, we think a conditional order will accomplish all the ends of justice and sufficiently protect the complainants.

Ordered, there will be an interlocutory decree for an injunction as prayed for, unless respondent on or before the 23d day of April, 1896, files a bond to the complainants, with sureties approved by the clerk, in the penal sum of \$2,000, conditioned for the payment of any sum, except costs, which may be finally decreed against the respondent in this court or on appeal.

McALEER et al. v. LEWIS et al.

(Circuit Court, D. Washington, N. D. June 17, 1896.)

1. EQUITY PLEADING—PLEA IN BAR—REPLICATION.

By filing a replication to a plea of *res judicata*, the complainants admit the sufficiency of the plea, and it is contrary to equity practice to permit that question to be raised at the final hearing.

2. RES JUDICATA.

Where the parties are identical, the property in controversy the same, and the complainants claim it in the same right as in the prior suit, the prior adjudication is conclusive, not only as to all matters actually brought to the attention of the court, and considered, but also as to all matters which might have been presented and considered.

This was a suit in equity by Patrick McAleer, Susan McIntyre, Ellen McSorley, H. J. McSorley, Mary E. Golay, and Cathrine J. Harn against William H. Lewis, administrator with the will annexed of the estate of W. C. Hill, deceased, and Alice S. Hill, widow of said W. C. Hill.

P. P. Carroll, for complainants.
Roger S. Greene, for defendants.