CREDIT RATINGS.

ARIZONA—Continued.

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

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

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

ARKANSAS.

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

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

Fort Smith Sebastian
*M Daley, Parrell
49 Towsom ave
*M Fort Smith Marble Works
(See Smith & Tobey)
*M Smith & Tobey
911 Garrison ave
Hope Hempstead
*M Welosme, Wm. W.

Hot Springs Garland
*M Hill, Theodore.
121 Ouachita St.
Jonesborough Craighead
*M Taylor, Dempsey.

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

BLUE BOOK.

ARIZONA—Continued.

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

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

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

ARKANSAS.

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

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

Clarendon, Monroe Co.
GM+ Rawlings, Tucker W.,
Clarksdale Johnson Co.
GM+ Caldwell, Zach.

Dardanelle, Yell Co.
GM+ Bennett & Urmston
Eureka Springs, Carroll Co.
GM+ Abbey, M. A.
GM+ Eureka Onyx Co.
(Cap. paid $30m)
Fayetteville, Washington Co.
SQ Morley, Albert H.

Fort Smith, Sebastian Co.
GM+ Daley, Parrell
49 Towson Ave
GM+ Fort Smith Marble Works
(See Smith & Tobey)
GM+ Smith & Tobey
911 Garrison Ave
Hope, Hempstead Co.
GM+ Welosme, Wm. W.

Hot Springs, Garland Co.
GM+ Hill, Theodore
121 Ouachita St.
GM+ Taylor, Dempsey.

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

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

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

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

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

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.

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

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

ARKANSAS—Continued.

Little Rock Pulaski
EQ Arkansas Stone Co.
(Inc.) 224 West 2nd St.
GQ Braddock, J. S.
326 W. Markham st.
*M Funston, William L.
GQ Little Rock Granite Co.
208 West Markham st.
(Inc. cap. $100m.)

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

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

Note. Our printer dropped the initial B in name of A. B. Drummond.

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, 265 Main st.
*M Westbrook & Sheppard

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.

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

Sugar Leaf Sebastian
*M Mose, John.

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

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

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

Willscocksom Newton
*M Randolph, Lee,

CALIFORNIA.

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

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

BLUE BOOK.

ARKANSAS—Continued.

Little Rock, Pulaski Co.
EQ Arkansas Stone Co.
(Inc.) 224 West 2nd St.
GQ Braddock, J. S.
326 W. Markham st.
GM+ Funston, William L.
GQ Little Rock Granite Co.
208 West Markham St.
(Inc. cap. $100m.)

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

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

Note. Our printer dropped the initial B in name of A. B. Drummond.

Ozark Franklin
GM+ McWhirter, L. D.

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

Paragould Greene
GM+ Mason, C. H.

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

Pine Bluff Jefferson
Q+ Cook, John, 265 Main St.
GM Westrock & Sheppard
GM Cook, John

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
(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
GM+ McAdams, F. W.
GM+ Sewell, F. P. & Co.

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

Sugar Leaf Sebastian
GM+ Mose, John.

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

TEXARKANA MILLER.
GM+ Smith, Jacob L.
311 Broad St.
GM+ Texarkana Marble Works
(See Jacob L. Smith)
Van Vuren, Crawford Co.
GM+ Mitchell, Aaron L.

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

Willcocksom Newton
GM+ Randolph, Lee,

CALIFORNIA.

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

Note. B. K. Stone succeeded Jacob Niedoraur before June 1, 1895.
CREDIT RATINGS.

CALIFORNIA—Continued.

Chico Butte Co.
M Robie, William
Colma San Mateo
M Barrett, B. J. & Co.
M Dineen, B.
M Mullany, P. D.
M Ziglio, David.

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

Coloma El Dorado
M Hanna, Adam

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.)
M Hubbard, W. L.
M Martin, W. G.
Columbia Tuolumne
M McNamee, John
Colusa Colusa
GZ Frank, Joseph.
M Martin & Gardener
Daviesville Yolo
M Lichtfors, Philip
Decieville San Bernardino
M Los Angeles Marble & Granite Works.
East Los Angeles Los Angeles

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

Grass Valley Nevada
O Ahearn, Thomas J. & Alex J.
M Lord James H.

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

Halleck San Bernardino
(Att'y San Bernardino 48 miles)
M Lemon, C. S.
M Wyman, Gruendike & Co.
Hanford Tulare
M Johnston, W. A.
M Ragan, C. K.

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.
M Grimes & Co.
M Jetter Thos. W.

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

Livermore Alameda
M Kelly, Edward
Los Angeles Los Angeles
B Arizona Stone Works
(See H. C. Clement & Co.)
BZ Clement, H. C. & Co.
Santa Fe ave.
M Declze Granite Co. (Inc.)
J14 N. Los Angeles st.
M Lane Bros.
519 S. Main st.

Note. M Declizz Granite Co. (Inc.)
114 N. Los Angeles st.
M Lane Bros.
519 S. Main st.

BLUE BOOK.

CALIFORNIA—Continued.

Chico Butte Co.
GM Robie, William
Colma San Mateo
GM Barrett, B. J. & Co.
GM Dineen, B.
GM Mullany, P. D.
GM Ziglio, David.

Coloma El Dorado
GM Hanna, Adam

Colton San Bernardino
B California Marble & Building Stone Co. (Inc.)
GM Hubbard, W. L.
GM Martin, W. G.
Columbia Tuolumne
GM McNamee, John
Colusa Colusa
GW Frank, Joseph.
GM Martin & Gardener
GM Daviesville Yolo
GM Lichtfors, Philip
GM Decieville San Bernardino
GM Los Angeles Marble & Granite Works.
East Los Angeles Los Angeles

GM Colton, San Bernardino Co.
GM Butte Co.
GM Martin, W. G.
GM Tuolumne.
GM McNamee, John
GM Colusa, Colusa Co.
GM Frank, Joseph.
GM Martin & Gardener
GM Daviesville, Yolo Co.
GM Lichtfors, Philip
GM Decieville, San Bernardino Co.
GM Los Angeles Marble & Granite Works.
East Los Angeles Los Angeles

GM Grass Valley, Nevada Co.
GM Ahearn, Thos. J. & Alex J.
GM Lord James H.

GM Halleck, San Bernardino Co.
GM Lemon, C. S.
GM Wyman, Gruendike & Co.
GM Hanford, Tulare Co.
GM Johnston, W. A.
GM Ragan, C. K.

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

GM Livermore, Alameda Co.
GM Kelly, Edward
GM Los Angeles, Los Angeles Co.
GM Arizona Stone Works
(See H. C. Clement & Co.)
GM Clement, H. C. & Co.
GM Santa Fe Ave.
GM Declizz Granite Co. (Inc.)
GM Lane Bros.
GM 519 S. Main st.
MARYSVILLE, Yuba

* M. Messerly, A. E.

719 N. Main st.

19 J GM- Messerly, A. E.

719 N. Main St.

M. Murray, Wm. M.

19 J GM+ Murray, Wm. M.

722 Grand ave.

Los Angeles.

Los Angeles.

GM Pacific Granite & Marble Co.,

131 E. 1st St.

MG Southern California Marble & Granite

Works, (See Lane Bros.)

MG Victor Marble & Granite Co.

127 West 1st St.

EZ Ward, Frank F.

141 West 23rd St.

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

MARYSVILLE, Yuba

* M. Condon, David

20 GM+ Condon, David

* M. Plymire, W. H.

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

MERCED, Merced

* M. Delong, A.

Napa City, Napa

19 E GM+ Delong, A.

Napa City, Napa Co.

* M. Kelly, P.

15 E GM+ Kelly, P.

* M. Newman & Wing

17 F GM+ Newman & Wing

Oakland, Alameda

D GM+ Amador Marble Co. (Inc.)

Piedmont ave.

MG American Granite & Marble Works (See A. W. Combs)

J GM+ Combs, Angus W.,

468 9th St.

* M. DiNenno, Michael

717 7th st.

18 F GM+ DiNenno, Michael

* M. Dwyer, Daniel,

Booth, near Broadway

19 F GM+ Dwyer, Daniel

* M. Gross, William,

1340 Kirkham St.

Oakland

* M. Kelly, James F.

16 F GM+ Kelly, James F.

7th and Brush Sts.

* G. Oakland Marble & Granite Works, (See Michael DiNenno)

E GM+ Oakland Marble & Granite Works (See Michael DiNenno.)

EZ Perine, William D.,

19 G GM+ Perine, William D.,

467 9th St.

Oakland.

G Rocklin Granite Co.

F GM+ Rocklin Granite Co.

(note Rocklin)

Penry Placer

(note David Roberts started new before June 1, 1895.

Petaluma Sonoma

* M. Evans, E. W. M.

Pino Placer

(Atty. Auburn 10 miles)

GQ Carlaw Bros.

(See Sacramento)

GQ Healy, M. J. & Co.

18 F GQ Healy, M. J. & Co.

Placerville El Dorado

Red Bluff Tehama

* M. Musterfield, D. F.

18 J GM+ Musterfield, D. E.

Redding Shasta

* M. Bentley & Brown

J GM Bentley & Brown

* M. Redding Marble Co.

J GM+ Redding Marble Co.

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

Riverside San Bernardino

MZ Squire, Mrs. Stephen

18 E Riverside, San Bernardino Co.

M Stone Bros.

(See San Bernardino)

Rocklin Placer

G Allen, Ira P.,

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 Altken, Andrew, 12 E
*Bray, William, 13 F
MG Carlaw Bros.
Sacramento
*M Carlaw, J. & Son 17 J
*M Cranley, Prader & Co.
*M Devine, J. H.
MG Sacramento Granite & Marble Works
(See Carlaw Bros.)

Note. J. Carlaw & 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
(Simpson & Pirnie)
MZ—Simpson & Pirnie
San Francisco San Francisco
WM Allan, John D.
(See Jones Bros. & Co.)
G Barclay Bros. & Co.
MG Brown, W. S. & Co.
1895 Mission st.
BZ California Marble & Building Stone Co.
(Inc.)
316 Bush st.
M California Verde Antique Marble Co. (Inc.)
306 Pine st.

MQ Carrara Marble Quarry
1219 Market st.
MQ Columbia Marble Co.
347 Brannan st
*M Clark & Lloyd
Harrison, near 15th st.
*M Comuth, Edward
12 Golden Gate ave.
*M Daniel, John & Co.
Entrance Laurel Hill Cemetery.
*M Davidson & Sons
5 Mills Bldg. (See Chicago, I11)
San Francisco
BZ—Degan & Brady
East 11th st.
*M Dumontelle, Eugene
225 5th st.
MZ Flohr, Frederick
133 Mission st.
BZ Gray Bros. Artificial Stone Paving Co.
(Inc.)
316 Montgomery st.
*M Haring, J. J.
115 Kearney st.
MZ Hawthorne, C. R.
3 Henderson ave.
MQ Inyo Marble Co. (Inc.)
13 Mills Bidg.
*M Isham & Blanchard
Ocean View
WG Jones Bros. & Co. cor. Second and Brannan st. (See Jones Bros., Boston, Mass.)

BLUE BOOK.

CALIFORNIA—Continued.

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

San Bernardino, San Bernardino
MZ San Bernardino Marble and Granite Co.
(See Stone Bros.)
GM+—Stone Bros.
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
San Francisco, San Francisco Co.
XM Allan, John D.
(See Jones Bros. & Co.)
G Barclay Bros. & Co.
MG Brown, W. S. & Co.
1895 Mission st.
S J California Marble & Building Stone Co.
(Inc.)
316 Bush st.
GM California Verde Antique Marble Co.
(Inc.)
306 Pine st.
MQ Carrara Marble Quarry
1219 Market st.
MQ Columbia Marble Co.
347 Brannan st
GM—Clark & Lloyd
Harrison, near 15th st.
GM+ Comuth, Edward
12 Golden Gate Ave.
GM+ Daniel, John & Co.
Entrance Laurel Hill Cemetery.
GM+ Davidson & Sons
5 Mills Bldg. (See Chicago, I11)
San Francisco
SQ Degan & Brady
East 11th st.
GM+—Sumontelle, Eugene
225 5th st.
MW Flohr, Frederick
133 Mission st.
S J Gray Bros. Artificial Stone Paving Co.
(Inc.)
316 Montgomery st.
GM Haring, J. J.
115 Kearney st.
MW Hawthorne, C. R.
2 Henderson Ave.
MQ Inyo Marble Co. (Inc.)
3 Mills Bidg.
GM+ Isham & Blanchard
Ocean View
XG Jones Bros. & Co. cor. Second and Brannan Sts. (See Jones Bros., Boston, Mass.)
**CREDIT RATING.**

**CALIFORNIA—Continued.**

<table>
<thead>
<tr>
<th>No.</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Rating</th>
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<tbody>
<tr>
<td>19</td>
<td>Morris, Abraham</td>
<td>216 5th St.</td>
<td>Oxnard</td>
<td>CA</td>
<td>P 3</td>
</tr>
<tr>
<td>17</td>
<td>Dorothea, John J.</td>
<td>1734 Market St.</td>
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<tr>
<td>15</td>
<td>Hammond, John F.</td>
<td>1219 Market St.</td>
<td>Oxnard</td>
<td>CA</td>
<td>7</td>
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<tr>
<td>13</td>
<td>Myer, Leon R.</td>
<td>20 Gold St.</td>
<td>Oxnard</td>
<td>CA</td>
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<tr>
<td>11</td>
<td>Nunn, John J.</td>
<td>1734 Market St.</td>
<td>Oxnard</td>
<td>CA</td>
<td>6</td>
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**BLUE BOOK.**

**CALIFORNIA—Continued.**

<table>
<thead>
<tr>
<th>No.</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Rating</th>
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<tr>
<td>12</td>
<td>J. R. Moore</td>
<td>216 5th St.</td>
<td>Oxnard</td>
<td>CA</td>
<td>P 3</td>
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<tr>
<td>11</td>
<td>Wm. Morris</td>
<td>216 5th St.</td>
<td>Oxnard</td>
<td>CA</td>
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<tr>
<td>10</td>
<td>Wyman, Joseph</td>
<td>713 Battery St.</td>
<td>Oxnard</td>
<td>CA</td>
<td>7</td>
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<tr>
<td>9</td>
<td>Myer, Leon R.</td>
<td>20 Gold St.</td>
<td>Oxnard</td>
<td>CA</td>
<td>7</td>
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<tr>
<td>8</td>
<td>Nunn, John J.</td>
<td>1734 Market St.</td>
<td>Oxnard</td>
<td>CA</td>
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<tr>
<td>7</td>
<td>Hammond, John F.</td>
<td>1219 Market St.</td>
<td>Oxnard</td>
<td>CA</td>
<td>7</td>
</tr>
<tr>
<td>6</td>
<td>Myer, Leon R.</td>
<td>20 Gold St.</td>
<td>Oxnard</td>
<td>CA</td>
<td>7</td>
</tr>
<tr>
<td>5</td>
<td>Nunn, John J.</td>
<td>1734 Market St.</td>
<td>Oxnard</td>
<td>CA</td>
<td>7</td>
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<tr>
<td>4</td>
<td>Myer, Leon R.</td>
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<td>Oxnard</td>
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<tr>
<td>3</td>
<td>Nunn, John J.</td>
<td>1734 Market St.</td>
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<td>Hammond, John F.</td>
<td>1219 Market St.</td>
<td>Oxnard</td>
<td>CA</td>
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<tr>
<td>1</td>
<td>Myer, Leon R.</td>
<td>20 Gold St.</td>
<td>Oxnard</td>
<td>CA</td>
<td>7</td>
</tr>
</tbody>
</table>

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. Nunn, Marshall E. Rice, and Eugenio Tempesta had discontinued business. B. J. Barrett, H. O. Brown & Co., P. Donohoe, E. Leff, 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.)
**CREDIT RATINGS.**

**CALIFORNIA—Continued.**

<table>
<thead>
<tr>
<th>Name</th>
<th>Rating</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Luis Obispo</td>
<td></td>
<td>San Luis Obispo, San Luis Obispo Co.</td>
</tr>
<tr>
<td>*M Clark, A.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*M Robertson, Geo. W.</td>
<td>15 F</td>
<td>GM+ Robertson, Geo. W.</td>
</tr>
<tr>
<td>San Rafael Marin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*M Cortl, J. (sexton)</td>
<td>19 J</td>
<td>GM+ Cortl, J. (sexton)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Rating</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Ana</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orange</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MZ Jessen, John</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Rating</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Barbara</td>
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</tr>
<tr>
<td>Santa Barbara</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*M Frost, Samuel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*M Moore, S. T.</td>
<td>18 F</td>
<td>GM+ Moore, S. T.</td>
</tr>
<tr>
<td>MS Squires &amp; George</td>
<td>18 F</td>
<td>GM+ Squires &amp; George</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Rating</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Cruz</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Santa Cruz</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MZ Belledeau, J. H.</td>
<td></td>
<td>GM+ Belledeau, J. H.</td>
</tr>
<tr>
<td>*M Thurberr &amp; Britt</td>
<td>11 E</td>
<td>GM+ Thurberr &amp; Britt</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Rating</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Rosa</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sonoma</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*M Fisher &amp; Kinslow</td>
<td>13 E</td>
<td>GM+ Fisher &amp; Kinslow</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Rating</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stockton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>San Joaquin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*M Brennan &amp; Walsh</td>
<td>18 F</td>
<td>GM+ Brennan &amp; Walsh</td>
</tr>
<tr>
<td>*M Dickson, Woodhill &amp; Cramer</td>
<td>15 F</td>
<td>GM+ Dickson, Woodhill &amp; Cramer</td>
</tr>
<tr>
<td>*M Johnson &amp; Spellman</td>
<td>18 F</td>
<td>GM+ Johnson &amp; Spellman</td>
</tr>
<tr>
<td>Tulare</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*M Bole, J. R.</td>
<td>20 K</td>
<td>GM+ Bole, J. R.</td>
</tr>
<tr>
<td>*M Lazebny, J.</td>
<td></td>
<td>GM+ Lazebny, J.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Rating</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ukiah</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mendocino</td>
<td></td>
<td>GM+ Mendocino Co.</td>
</tr>
<tr>
<td>(See Santa Rosa)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vallejo Solano</td>
<td></td>
<td>GM+ Vallejo, Solona Co.</td>
</tr>
<tr>
<td>MZ Doyle, Thomas M.</td>
<td>17 F</td>
<td>GM+ Doyle, Thomas M.</td>
</tr>
<tr>
<td>MZ Gottshall, Charles</td>
<td></td>
<td>GM+ Gottshall, Charles</td>
</tr>
<tr>
<td>*M Plymire, James A. &amp; Sons</td>
<td>17 J</td>
<td>GM+ Plymire, James A. &amp; Sons</td>
</tr>
<tr>
<td>Jas. A. Plymire &amp; Sons</td>
<td></td>
<td>GM+ Plymire &amp; Sons</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Rating</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visalia Tulare</td>
<td></td>
<td>GM+ Visalia, Tulare Co.</td>
</tr>
<tr>
<td>*M Johnson, Robert J.</td>
<td></td>
<td>GM+ Johnson, Robert J.</td>
</tr>
<tr>
<td>Winters Yolo</td>
<td></td>
<td>GM+ Winters, Yolo</td>
</tr>
<tr>
<td>*M Bartholet, B.</td>
<td></td>
<td>GM+ Bartholet, B.</td>
</tr>
<tr>
<td>Woodlands Yolo</td>
<td></td>
<td>GM+ Woodlands, Yolo Co.</td>
</tr>
<tr>
<td>*M Hebener Marble &amp; Granite Co.</td>
<td>19 J</td>
<td>GM+ Hebener Marble &amp; Granite Co.</td>
</tr>
<tr>
<td>*M Mitchell, James R.</td>
<td>18 F</td>
<td>GM+ Mitchell, James R.</td>
</tr>
</tbody>
</table>

Note. 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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Rating</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yerka</td>
<td></td>
<td>GM+ Yerka, Slakryou Co.</td>
</tr>
<tr>
<td>*M Hovey, William A.</td>
<td>18 J</td>
<td>GM+ Hovey, William A.</td>
</tr>
<tr>
<td>*M Russell, J. B.</td>
<td></td>
<td>GM+ Russell, J. B.</td>
</tr>
</tbody>
</table>

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**

**COLORADO.**

<table>
<thead>
<tr>
<th>Denver Arapahoe</th>
<th>16 F</th>
<th>GM+ Farrington &amp; Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td>*W. R. Farrington alone</td>
<td>1333 Tremont st.</td>
<td>(W. R. Farrington alone)</td>
</tr>
</tbody>
</table>

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.)

<table>
<thead>
<tr>
<th>Fort Collins Larimer</th>
<th>GM+ Starlin, A. J.</th>
</tr>
</thead>
<tbody>
<tr>
<td>*M Starlin, A. J.</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Greeley Weld</th>
<th>Leadville Lake</th>
</tr>
</thead>
<tbody>
<tr>
<td>*M Ritner, W. C.</td>
<td>Leadville, Lake Co.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Ansonia New Haven</th>
<th>Ansonia, New Haven Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td>*G Secombe Bros.</td>
<td>GM+ Secombe Bros.</td>
</tr>
<tr>
<td>B Wooster, C. B.</td>
<td>E Wooster, C. B.</td>
</tr>
</tbody>
</table>

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, 1886, and their names appear in the 1895 edition of Credit Ratings. (See Exhibit K.)

<table>
<thead>
<tr>
<th>Bridgeport Fairfield</th>
<th>Bridgeport, Fairfield Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td>*M Carling &amp; Stevenson</td>
<td>GM+ Carling &amp; Stevenson</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Hartford Hartford</th>
<th>Hartford, Hartford Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td>*M Adams Granite &amp; Marble Works</td>
<td>GM+ Adams Granite &amp; Marble Works</td>
</tr>
<tr>
<td>1 Ford st.</td>
<td>1 Ford St.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>GM Kelley Bros.</th>
<th>GM Kelley Bros.</th>
</tr>
</thead>
<tbody>
<tr>
<td>93 Charter Oak st.</td>
<td>93 Charter Oak St.</td>
</tr>
</tbody>
</table>

Note. Karl J. Beil 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.)

<table>
<thead>
<tr>
<th>Stamford Fairfield</th>
<th>Stamford, Fairfield Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td>*M Sawdey</td>
<td>GM+ Sawdey</td>
</tr>
</tbody>
</table>

Note. This concern was sold out by sheriff previous to Aug. 1, 1894. (See Exhibit O.)
<table>
<thead>
<tr>
<th>CREDIT RATINGS.</th>
<th>BLUE BOOK.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONNECTICUT—Continued.</td>
<td>CONNECTICUT—Continued.</td>
</tr>
</tbody>
</table>

**Sterling Windham**

B Boswell, J. W.

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

Westville New Haven


* M Robertson, F. B. 15 F GM+ Robertson, T. B. K

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

**DISTRICT OF COLUMBIA**

Washington Washington

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. Geff 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 1513 E street, while his correct address is 1517 E street.

**FLORIDA.**

Jacksonville Duval

* M Clark, George W. 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 Pensacola, Escambia Co.

* M Davis, B. A. 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 Tallahassee, Leon Co.

* M Knowlton, W. A. 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 Beggar & Thurman 19 J GM+ Beggar & Thurman P 4

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

**INDIANA.**

Salem Washington

* M Linscott, W. M. 18 J GM+ Linscott, W. M. N 4

MZ Naugle, John, 19 J MW Naugle, John, P 4

* M Neal, John B. 14 F GM+ Neal, John B., J 2

BZ Salem Bedford Stone Co. (see Louisville, 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, 1885, 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 Winneskeek

* M Arenson & Hokaasen 18 J GM+ Arenson & Hokaasen P 4

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.

IOWA—Continued.

Dyersville Dubuque
*M McHogan, William, 16 E 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. GM+ Des Moines (The) Marble & Mantle Co.
701 Locust St. E 701 Locust St. (Cap. paid in $33m)
(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 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. GM+ Fayebrother, M. E.

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

KANSAS.

Salina Salina
*M Johnson, James 17 F 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

Augusta Bracken
*M Hume, Albert W., 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.

Knox Waldo
BQ Booth Bros. & Hurricane Isle Granite Co. (Inc.) GM+ 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, 284th 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 LouisKenngott. (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 Stralton 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 Laundon Granite Co. and Lynch & McMahon under Charles H. More & Co. Respondents' Blue Book shows the same error.
LADD v. OXNARD.

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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.
<table>
<thead>
<tr>
<th>Location</th>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Nickname</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALLEGHENY, PA</td>
<td>Alston, A &amp; Co.</td>
<td>very good 50 to 75M</td>
<td></td>
<td>not in</td>
<td>not rated</td>
</tr>
<tr>
<td></td>
<td>Boggs, Alexander &amp; Son</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Walker Marble Co.</td>
<td></td>
<td></td>
<td></td>
<td>G M+ Walker Marble &amp; Granite Co.</td>
</tr>
<tr>
<td></td>
<td>Wissner, Henry</td>
<td></td>
<td></td>
<td></td>
<td>S W Windsor, Henry</td>
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<tr>
<td>ALLENTOWN, PA</td>
<td>Harwick, Monroe B.</td>
<td>1 to $2000</td>
<td></td>
<td></td>
<td>Investigate Pay</td>
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<tr>
<td></td>
<td>Schmeyer, A. W. &amp; Co.</td>
<td>$500.</td>
<td></td>
<td></td>
<td>Investigate Pay</td>
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<tr>
<td></td>
<td>Altona, Blair</td>
<td></td>
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<td>Investigate Pay</td>
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<tr>
<td></td>
<td>Johnson W. W</td>
<td>$500.</td>
<td></td>
<td></td>
<td>G M+ Investigate Pay</td>
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<tr>
<td></td>
<td>Moffatt, Thomas E. &amp; Co.</td>
<td>$500</td>
<td></td>
<td></td>
<td>G M+ Investigate Pay</td>
</tr>
<tr>
<td></td>
<td>Black, John H.</td>
<td>Fair.</td>
<td></td>
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<td>G M+ Investigate Pay</td>
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<tr>
<td></td>
<td>Knauss, J. A.</td>
<td>not in</td>
<td></td>
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<td>G M+ Investigate Pay</td>
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<tr>
<td></td>
<td></td>
<td>not in</td>
<td></td>
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<td>G M+ Investigate Pay</td>
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<tr>
<td></td>
<td>Reinhard Dan'l J.</td>
<td>(Agt) 3 to $5M</td>
<td></td>
<td></td>
<td>G M+ Reinhard, Dan'l J. (Agt)</td>
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<tr>
<td></td>
<td>Miller, J. M.</td>
<td></td>
<td></td>
<td></td>
<td>G M+ Millert J. M.</td>
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<td></td>
<td></td>
<td>Not in</td>
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<td>Becker, James W.</td>
<td>$500.</td>
<td></td>
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<td></td>
<td>Yeager, Henry &amp; Co.</td>
<td>$500.</td>
<td></td>
<td></td>
<td>G M+ Yeager, Henry &amp; Co. 10 to $20M</td>
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<td></td>
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<td>Not in</td>
<td></td>
<td></td>
<td>Bangor Pa.</td>
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<td></td>
<td></td>
<td>Kerler R. E.</td>
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<tr>
<td></td>
<td>Hamsher, Henry F.</td>
<td></td>
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<td>M W Hamsher, Henry F.</td>
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<td></td>
<td></td>
<td>Not in</td>
<td></td>
<td></td>
<td>G M+ Shanahan &amp; Valentine.</td>
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<tr>
<td></td>
<td>Wright Thomas S.</td>
<td></td>
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<td>M Z not in</td>
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<tr>
<td></td>
<td>Sherman &amp; Root 10 to  $20M</td>
<td></td>
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<td></td>
<td>G M+ Sherman &amp; Root $5 to 10M</td>
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<td>Not in</td>
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<td></td>
<td>Canton, Pa.</td>
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<td>Not in</td>
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<td>G M+ Rouan, J. W.</td>
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<td></td>
<td>Erb, George B.</td>
<td></td>
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<td>M Z not in</td>
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<tr>
<td></td>
<td>Berger, William A.</td>
<td></td>
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<td>G M+ Borgor, William A.</td>
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<td>Ramasley, Wallace</td>
<td></td>
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<td>M Z not in</td>
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<tr>
<td></td>
<td>Cochranston, Pa.</td>
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<td>G M+ Cudlipp, J. H.</td>
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<td></td>
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<td>Not in</td>
<td></td>
<td></td>
<td>G M+ McClintock, William M.</td>
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<td></td>
<td></td>
<td>Not in</td>
<td></td>
<td></td>
<td>DOWNINGTON, PA.</td>
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<tr>
<td></td>
<td>Luper &amp; Flickinger</td>
<td></td>
<td></td>
<td></td>
<td>G M+ Luper &amp; Flickinger</td>
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<td>v.75F.no.8—46</td>
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<tr>
<td>City</td>
<td>Name</td>
<td>Rating</td>
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<tr>
<td>EASTON, PA.</td>
<td>Casey, George A. &amp; Co.</td>
<td>G M+</td>
<td></td>
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<tr>
<td>ERIE, PA.</td>
<td>Jenks C. W.</td>
<td>G M</td>
<td></td>
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<tr>
<td>GETTYSBURG, PA.</td>
<td>No rating</td>
<td>Miller Mrs. W. H. $2500</td>
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<tr>
<td>HARRISBURG, PA.</td>
<td>not in Compton &amp; Mettler.</td>
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<td>HAZELTON, PA.</td>
<td>Kesper, Philip. Investigate Pay Thomas J. B. $2500.</td>
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<td>JERSEY SHORE, PA.</td>
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<td>LANCASTER, PA.</td>
<td>McClure, Estate of W. M. $10 to 20M (See Mrs. Christiana McClure,</td>
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<td>LATROBE, PA.</td>
<td>M Cr.+ McColly, E. B &amp; Co.</td>
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<tr>
<td>LEBANON, PA.</td>
<td>Dougherty Geo.</td>
<td></td>
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<tr>
<td>LITTLESTOWN, PA.</td>
<td>Investigate pay</td>
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<tr>
<td>LOCK HAVEN, PA.</td>
<td>McColl, G. C.</td>
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<tr>
<td>McKESPORT, PA.</td>
<td>Palmer O. M. not in</td>
<td></td>
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<tr>
<td>MEADVILLE, PA.</td>
<td>S Q McNeill Benjamin &amp; Co.</td>
<td></td>
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<tr>
<td>MIDDLETOWN, PA.</td>
<td>not in</td>
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<tr>
<td>MILLERTON, PA.</td>
<td>McKibbin, Wm. T.</td>
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<tr>
<td>MONONGAHELA, PA.</td>
<td>Alexander &amp; Co.</td>
<td></td>
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<td>NEFF’S, PA.</td>
<td>no rating.</td>
<td></td>
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<tr>
<td>NEW ALEXANDRIA, PA.</td>
<td>S W Slight, A. H.</td>
<td></td>
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<td>NEW BRIGHTON, PA.</td>
<td>Garver, A. H.</td>
<td></td>
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<tr>
<td>NEW CASTLE, PA.</td>
<td>Hart, John C. Investigate pay</td>
<td></td>
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<tr>
<td>NEW HOLLAND, PA.</td>
<td>Hart, Wm. not in</td>
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</tbody>
</table>

* Indicates additional information not shown in the table.
LADD & HUNT.

NEW OXFORD.

M Z— Louch E. G.
M W— Louch 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— Arnaiz & Burns
* M— Ashmore, James J.
* M— Ashton John S.
M B— Atkinson & Myhlertz

not in

* M— Burke, Catherine
G M— Burke, Catherine & Co.
not in

* M— Connor, James
* M— Gallagher & Feusht
WM— Freedly J. K. & Sons
* M— Gessler, John M.
M Z— Graham Walter
* M— Kornbau, Daniel
G M— Miller, Christian
* M— Mount Waldo Granite Works
* M— Pierce, John S.
* M— Schmucker, Lewis G.
* M— Schroeder, Chas. F. 5 to $10,000
* M— Siegel Conrad
not in
not in

not in

* M— Yeager, John M.
G— Young, Thomas $20,000.

PHILLIPSBURGH, PA.

* M— Cooper, J. A. $1000
G M— Cooper, J. A. no capital
not in

B Q— Park & Park 50 to $75,000
M G— Itzel & Co.
not in

S Q— Park & Park no rating
PITTSTON, PA.

not in
Barber, S. J.

POTTSTOWN, PA.

* M— Reifsnyder & Storb
G M— Strob Horace

POTTSTON, PA.

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

READING, PA.

* M— Bressler F. F. $2 to $2000 Fair.
WM— Getz’s, H. S., Sons 100 to $200,000.
High.
G M— Bressler F. F. Investigate Pay
not rated.

REYNOLDSVILLE, PA.

not in
Seeley & Alexander.

not in
Sciotia Pa.

SALSBURGH, PA.

not in
G M— Behk, R. J.
Scotia Pa.

STRAUSSTOWN, PA.

not in
G M— Miller, L. L. or S. R.
not in

UNION CITY, PA.

not in
Ezra Cooper

WAYNESBORO, PA.

G M— Forbes, J. N. $2500.

WAYNESBURG, PA.

* M— Spragg, Eliza
not in
not in
G M— Spragg Eliza
not in

M G— West Pittston, Pa.
Barber, S. J.
LADD & HUNT.

WILKES BARRE, PA.

not in

G M+ O'Neill, P. S.

WORLINGTON, 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. not in.

* M- Miller Henry H.

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.

Sworn to.

Sworn to.

LADD & HUNT.

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

BOSTON, MASS.

G Q- Blue Hill Granite Co not in
G Q- Braintree Granite Co. (Inc) Braintree Granite Co. (Inc)
No. 7 Exchange Place. No. 23 State St.
M- Butler, Phillip H. & Co Good Butler, Phillip H. & Co Investigate
Pay.

B+ Cambridge Stone Co 5 to $10M not in
LADD & HUNT.

**BOSTON, MASS.—Continued.**

<table>
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<tr>
<th>BZ</th>
<th>Carew Freestone Co</th>
<th>G M+</th>
<th>Joseph Carew Freestone &amp; Marble</th>
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<tr>
<td>B</td>
<td>Cleveland (The) Stone Co</td>
<td>S W</td>
<td>Cleveland (The) Stone Co. No. 21 Sleeper St.</td>
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<tr>
<td>W G</td>
<td>Cook &amp; Watkins No. 120 Boylston St</td>
<td>X G</td>
<td>Cook &amp; Watkins No. 122 Boylston St. (See Barre Vt.)</td>
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<tr>
<td>G</td>
<td>Donohoe, M. J.</td>
<td>Donohoe, M. J.</td>
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<tr>
<td>G M</td>
<td>Evans, R. A. &amp; Sons 3 to $5000</td>
<td>G M+</td>
<td>no capital Investigate Pay</td>
</tr>
<tr>
<td>* M</td>
<td>Grasser, Paul No. 1045 Tremont</td>
<td>Grasser, Paul No. 38 Burned St.</td>
<td></td>
</tr>
<tr>
<td>G Q</td>
<td>Jones, S. O. Meridian St. bridge</td>
<td>G Q</td>
<td>Jones S. O. No. 47 Meridian St. E. B.</td>
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<tr>
<td>G B</td>
<td>Joyce, John</td>
<td>not in</td>
<td>not in</td>
</tr>
<tr>
<td>G</td>
<td>King, George O. No. 15 Swett St.</td>
<td>G. King, George O. Woolson St.</td>
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<td>* M</td>
<td>Magnier, David $3 to 2000</td>
<td>no rating.</td>
<td>no rating.</td>
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<tr>
<td>B Z</td>
<td>Meany, Edward F. &amp; Co 75 to $100M</td>
<td>S</td>
<td>Meany, Edward F. &amp; Co</td>
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<tr>
<td>* M</td>
<td>Mulrey, T. D. 50 to $75M</td>
<td>G M</td>
<td>Mulrey, T. D. no rating</td>
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<tr>
<td>* M</td>
<td>Mulrey, Patrick (estate) 1208 Harrison Ave.</td>
<td>G M+</td>
<td>Mulrey, Patrick (estate) No. 84 Vernon St.</td>
</tr>
<tr>
<td>B Z</td>
<td>New Brunswick Freestone Co. No. 4 Pemberton, Sq. (Inc)</td>
<td>S W</td>
<td>New Brunswick Freestone Co. No. 27 Pemberton Sq. (Inc)</td>
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<tr>
<td>W G</td>
<td>Rockport Granite Co. No. 4 Pemberton. Sq (Inc)</td>
<td>X G</td>
<td>Rockport Granite Co. No. 31 State St.</td>
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<td>B Z</td>
<td>Stillwell &amp; Schaeffer</td>
<td>S W</td>
<td>Sullivan Wm J. No. 123 Swett St.</td>
</tr>
<tr>
<td>B Z</td>
<td>Sullivan Wm J. No. 59 Swett St.</td>
<td>S W</td>
<td>Valentine &amp; Stillwell No. 47 Swett St.</td>
</tr>
<tr>
<td>* M</td>
<td>Tempest J. P. No. 146 Bowdoin St. not in</td>
<td>G M</td>
<td>Walker, Avar L &amp; Co E Forest Hills.</td>
</tr>
<tr>
<td>G M</td>
<td>Walker, Avar L &amp; Co No. 149 Portland</td>
<td>not in</td>
<td>Kalloway, Henry not in</td>
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<td></td>
<td>Brighton Mass</td>
<td>not in</td>
<td>WM Breakorth, Parsons</td>
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<tr>
<td></td>
<td>not in</td>
<td>M Q+</td>
<td>Jenks, A. B.</td>
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</tbody>
</table>

**EAST BRAINTREE.**

| M G | McDonald Alexander & Son 50 to $75,000 | not rated | not rated |
| * M | McNamee, John & Sons 2 to $3000 | not rated | not rated |

**CAMBRIDGE, MASS.**

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

**CAMBRIDGEPORT, MASS.**

| M G+ | Harrington John & Son Gore's Wharf, 3d St. | G M+ | Harrington John & Son Ayers Wharf, No. 320 3d St. |
| G Z | Sweatt Gould & Porter | G W | Sweatt & Gould |

**EAST CAMBRIDGE, MASS.**

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

**CANTON, MASS.**

| G Q | Davis, D. C & Son 3 to $5000 good | no rating. |

**CHELSEA, MASS.**

| M G | Gibson Geo. S. | not in | not in |
LADD & HUNT.

not in

ESSEX.

G M Stover & Co

EVERETT, MASS.

not in

FALL RIVER, MASS.

not rated

G M+ Durkin, P. J. no rating

MG Fish, F. S.

GM Lawson F. M

GARDNER, MASS.

not in

Graniteville Mass

not in

GREAT BARRINGTON, MASS.

not in

HOUSATONIC, MASS.

not in

HARWICH, MASS.

not rated

Crosby, Henry T. 3 to $5,000

MG Cummings, F. G. & Co

MG Weeks, Cummings & Co.

HOLYOKE, MASS.

not in

S Delaney Bros First class pay $100,000

to $300,000

S Mead, I.

S Polvin & Shearer

S McComm Walter

HYANNIS, MASS.

not in

G M Nickerson, Thos. W.

Hyde Park Mass

MG King, Geo. O

Hyde Park Marble and Granite

Works

LAWRENCE, MASS.

not in

Bostre & Co

LEE, MASS.

not rated

not in

LOWELL, MASS.

not in

G W Anderson John

G W Dillingham Fred

G M+ Gumb Bros

LYNN, MASS.

not in

S W Blethen, Curry & Co

G W Bleton S. P.

G W Sampson John

MALDEN, MASS.

not in

not in

not in

MILFORD, MASS.

G M Fair C. L

EAST MILTON, MASS.

G+ Sullivan, John El.

NEW BEDFORD, MASS.

G M Dawson Amor

NORTH ADAMS, MASS.

G M+ Crowley, D. J. Sold out

PITTSFIELD, MASS.

not in

not in

not in

not in

not in

MG+ Crowley, D. J. Sold out

MG+ Crowley, D. J. Sold out

MG+ Crowley, D. J. Sold out

not in

not in

not in

not in

not in

not in

not in

not in
LADD & HUNT.

PLYMOUTH, MASS.

• Clark, Robert
  not in
  G Q— Carr, E. F. & Co.

OXNARD.

not in

QUINCY, MASS.

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

SO. QUINCY, MASS.

G Z— Norfolk Granite Co. (see Burke & O'Keefe)
  not in

WEST QUINCY, MASS.

G Z— Lilliecrap Bros
  not in

G Z— Cook M. E & Co 2 to $3,000
  not in

G Z— McDonald & Kelley 3 to $500
  not rated

G Z— Restelli & Kelley
  not in
  not in

ROCKPORT, MASS.

G Q— Rockport Granite Co (cap. paid in $200,000)
  not in

SALEM, MASS.

G Q— Wait, T. N & Son
  not in

TAUNTON, MASS.

G M— Jackson, Wm. H.
  not in

WARE, MASS.

G M— Kinney & Godfrey (See Northampton)
  not in

WESTFIELD, MASS.

not in

not in

not in

not in

not in

not in

not in

not in

not in

not in

not in

not in

not in

WORCESTER, MASS.

G M— Nugent, John F.
  not in

G M— Wilson Martin
  not in

G M— Nugent & O'Toole
  not in

G M— Davis Bros
  not in

S W— James, William (Estate)
  not in

G M— Jackson, Wm. H. Mrs.

S Q— Marra, John

G M— Godfrey, W. F.

G M— Westfield M. & G. Co.

G M— Austin O'Toole

not in

not in

not in

not in

not in

not in

not in

not in

not in

not in
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:

<table>
<thead>
<tr>
<th>CLARK'S DIRECTORY</th>
<th>CREDIT RATINGS 1894</th>
<th>BLUE BOOK</th>
</tr>
</thead>
<tbody>
<tr>
<td>J. Hummel, Decatur</td>
<td>Calera, Shelby</td>
<td>Holt, Thos. H.</td>
</tr>
<tr>
<td>Geo. Kenney, Opelika</td>
<td>Evans, Samuel J.</td>
<td>Calera, Shelby Co.</td>
</tr>
<tr>
<td>J. N. Montgomery, Selma</td>
<td>Decatur Morgan</td>
<td>Evans, Samuel J.</td>
</tr>
<tr>
<td>L. Taylor, Talladega</td>
<td>Hummel, J.</td>
<td>Decatur, Morgan Co.</td>
</tr>
<tr>
<td>J. R. Stillwater, Co.</td>
<td>Opelika, Lee</td>
<td>Hummel, J.</td>
</tr>
<tr>
<td>Geo. Taylor, Talladega</td>
<td>S.</td>
<td>Stewart, W. P.</td>
</tr>
<tr>
<td>Geo. Kenney, Opelika</td>
<td>Selma Dallas</td>
<td>Kinney, Geo.</td>
</tr>
<tr>
<td>J. N. Montgomery, Selma</td>
<td>Montgomery, J. N. &amp; Son</td>
<td>Selma, Dallas Co.</td>
</tr>
<tr>
<td>L. Taylor, Talladega</td>
<td>Talladega, Talladega</td>
<td>Montgomery, J. N. &amp; Son</td>
</tr>
<tr>
<td>L. Taylor, Talladega</td>
<td>Taylor, Lafayette</td>
<td>Talladega, Talladega Co.</td>
</tr>
<tr>
<td>ARIZONA.</td>
<td>Taylor, Lafayette</td>
<td>Taylor, Lafayette.</td>
</tr>
<tr>
<td>NOTE. No towns or names.</td>
<td>Flagstaff Yavapai</td>
<td>Flagstaff, Yavapai Co.</td>
</tr>
<tr>
<td>John Naugle, Salem</td>
<td>Arizona Sandstone Co. (see Los Angeles, Cal.)</td>
<td>Arizona Sandstone Co.</td>
</tr>
<tr>
<td></td>
<td>Phoenix Maricopa</td>
<td>Phoenix, Maricopa Co.</td>
</tr>
<tr>
<td></td>
<td>Bliss &amp; Ligger</td>
<td>Bliss &amp; Ligger.</td>
</tr>
<tr>
<td></td>
<td>Phoenix Marble &amp; Stone Co. (cap. $50m)</td>
<td>Gregory, J. M.</td>
</tr>
<tr>
<td></td>
<td>Prescott Yavapai</td>
<td>Phoenix Marble &amp; Stone Co.</td>
</tr>
<tr>
<td></td>
<td>Paul, Jacob</td>
<td>(cap. $50m)</td>
</tr>
<tr>
<td></td>
<td>Tombstone Cochise</td>
<td>Prescott, Yavapai Co.</td>
</tr>
<tr>
<td></td>
<td>Ritter &amp; Taylor</td>
<td>Mair, Jacob</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tombstone, Cochise Co.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ritter &amp; Taylor.</td>
</tr>
<tr>
<td>John Naugle, Salem</td>
<td>Linscott, W. M</td>
<td>Linscott, W. M.</td>
</tr>
<tr>
<td>W. M. Linscott &amp; Co.</td>
<td>Naugle, John</td>
<td>Naugle, John,</td>
</tr>
<tr>
<td>IOWA.</td>
<td>Missouri Valley Harrison</td>
<td>Missouri Valley, Harrison Co.</td>
</tr>
<tr>
<td>John A. Starlin, Missouri Valley</td>
<td>Starling &amp; Bullard</td>
<td>Starling &amp; Bullard</td>
</tr>
<tr>
<td>J. A. Starlin, Missouri Valley</td>
<td></td>
<td></td>
</tr>
<tr>
<td>James Johnston, Salina</td>
<td>Salina, Salina</td>
<td>Salina, Salina Co.</td>
</tr>
<tr>
<td></td>
<td>Johnson, James</td>
<td>Johnson, James.</td>
</tr>
<tr>
<td>MINNESOTA.</td>
<td>Stillwater Washington</td>
<td>Stillwater, Washington Co.</td>
</tr>
<tr>
<td>P. N. Peterson, Stillwater</td>
<td>Peterson, P. M.</td>
<td>Peterson, P. M.</td>
</tr>
<tr>
<td></td>
<td>(see St. Paul)</td>
<td>(see St. Paul)</td>
</tr>
<tr>
<td></td>
<td>Thrum, Joseph</td>
<td>Thrum, Joseph.</td>
</tr>
</tbody>
</table>
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**
- British Columbia.
- Manitoba.
- New Foundland.
- Prince Edward Island.

**Credit Ratings**
- Newfoundland.
- Prince Edward Island.
- Manitoba.
- British Columbia.

**Blue Book**
- Newfoundland.
- Prince Edward Island.
- Manitoba.
- 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 tender-ness 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 here presented, 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.


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.