

# Excuse Us, Please, We Can't Help It!

# 2848

## SUNDAY ADVERTISERS

Sold on the Streets of Honolulu in ONE DAY, EXCLUSIVE of those delivered to Regular Subscribers.

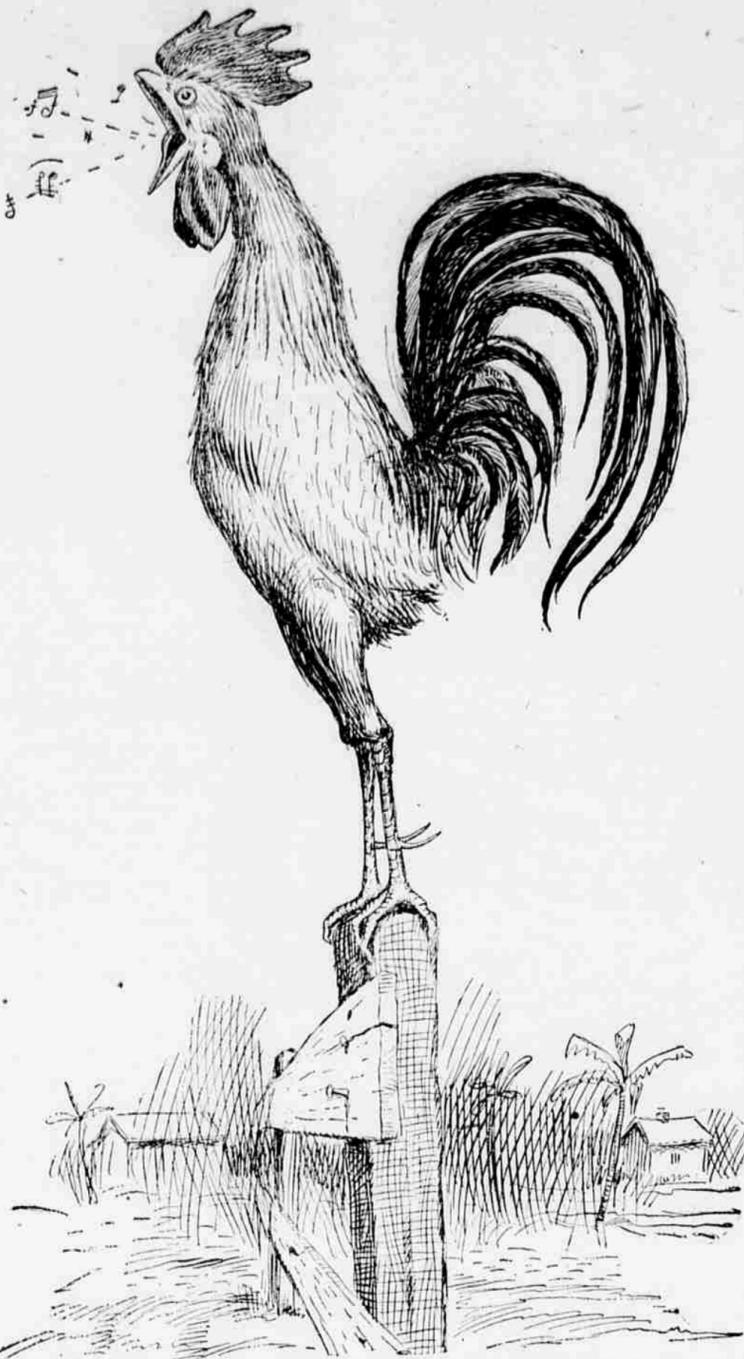
SWORN STATEMENT OF A. W. PEARSON, Treasurer and Manager.

THIS IS TO CERTIFY that I have examined the cash receipts and records of the Hawaiian Gazette Co., Ltd., and have found the sales of the SUNDAY ADVERTISER to be 2848 for a single day's sales.

L. C. ABLES, Expert Accountant.

Subscribed and sworn to before me this 15th day of March, A. D. 1904.

L. C. ABLES, Notary Public.



WHILE OTHERS have been using their space to tell of their wonderful circulation, we have been filling our columns with the latest news and the most interesting reading matter obtainable, and an appreciative public has been buying the paper in increasing numbers. We in turn show our appreciation of the patronage by sparing no effort or expense in securing the newest and most interesting features, and in making each number of the paper a little better than its predecessor.



## The Sunday Advertiser

Hawaiian Gazette Co., Ltd.,

PUBLISHERS,

65 S. KING STREET, HONOLULU

PHONE MAIN 88

### WHAT IT WILL DO.

A woman buys a sewing machine for what it will do; not as an article of furniture. A man carries a watch to tell him the time; not as an investment of surplus capital. The same principle when one is ill. We want the medicine or the treatment which will relieve and cure. The friend in need must be a friend indeed, something, or somebody, with a reputation. There should be no guesswork in treating disease. People have the right to know what a medicine is, and what it will do, before they take it. It must have behind it an open record of benefit to others for the same diseases, a series of cures that proves its merit and inspires confidence. It is because it has such a record that WAMPOLE'S PREPARATION is bought and used without hesitation or doubt. Its Good Name is the solid basis for the faith the people have in it; and a good name has to be earned by good deeds. It does what you have a right to expect it to do. It is palatable as honey and contains all the nutritive and curative properties of Pure Cod Liver Oil, combined with the Compound Syrup of Hypophosphites and the Extracts of Malt and Wild Cherry. In Scrofula, Anemia, Nervous and General Debility, Influenza and Wasting Complaints, it is to be thoroughly relied upon. Doctor J. L. Carrick says: "I have had remarkable success with it in the treatment of Consumption, Chronic Bronchitis, Catarrh and Scrofulous Affections. It is of special value in nervous prostration and depraved nutrition; it stimulates the appetite and the digestion, promotes assimilation, and enters directly into the circulation with the food. I consider it a marvelous success in medicine." Every dose effective. "You cannot be disappointed in it." Sold by chemists throughout the world.

Potatoes are scarce in town, but a supply is coming in the steamer Texan now due from Puget Sound.

## CONTRACT FOR CANE

Justice Perry is author of a unanimous opinion of the Supreme Court which overrules exceptions from Judge Little's court. Hilo, taken by plaintiffs in the suit of F. L. Mini and A. Verzasconi vs. Hilo Sugar Co., Ltd. Wise & Ross for plaintiffs; Smith & Parsons for defendant.

It was an action of assumpsit for \$1632 for cane alleged to have been sold and delivered by the plaintiffs to the defendant. The defendant concedes that it received the cane referred to in the plaintiff's declaration and that the reasonable value of such cane was \$1468.10, but it denies that it purchased or received the cane from the plaintiffs and that the cane was the property of the plaintiffs at the time when it was cut and received, and contends that at that time it was the property of one H. Kishi or of his trustee in bankruptcy, Kishi having been declared a bankrupt on February 2, 1903, and was taken under a certain mortgage and contract with Kishi and his predecessors in interest.

Jury was waived and on hearing the case the Circuit Court ordered judgment for the defendant. The Supreme Court reviews the evidence and considers the ground of exceptions, deciding that either the rulings were correct or the errors, if any, were not prejudicial.

Besides findings decided as being supported by the evidence, the syllabus contains principles of law as follows: Where under a lease the lessor is authorized, upon failure of the lessee to pay the rent or any portion thereof, to declare a forfeiture of the lease and to re-enter after "demand made therefor," the making of a demand for a sum substantially larger than the amount of rent due is not a compliance with the prerequisite named and will not support an attempted forfeiture based thereon.

Where the provision of the lease is that such forfeiture may be declared and re-entry made upon failure to pay the rent after ten days demand therefor, an attempted forfeiture and a re-entry nine days after demand are unauthorized by the contract and ineffectual to terminate the lease.

## NERVY GAME PLAYED ON MANY JAPANESE FISHERMEN

(From Wednesday's Daily.)

H. W. S. Edmunds, manager of the Live & Refrigerated Fish Company, was arrested about 4 o'clock yesterday afternoon on a warrant charging him with obtaining money under false pretences. The charge comprises the allegations of a number of Japanese fishermen that Mr. Edmunds has been charging each of them a fee for tying up their sampans at different points about the harbor, more particularly in the Ewa end near the Hackfeld, Railway and Inter-Island wharves.

About a dozen of the sturdy little fishermen appeared at the police station yesterday forenoon and had an audience with the High Sheriff. To him they related their grievance, and the result was that the warrant was issued for Edmunds's arrest.

About sixty fishermen claim to have been duped by the defendant for the past three months. They have been charged for mooring space makai of the Channel wharf near Young's boat house, from which Edmunds is said to have collected about \$250 per month. In the Ewa end of the harbor the complainants allege that they have been compelled to pay Edmunds at the rate of \$3 each per month just for the privilege of tying up their boats on the mud flats. The warrant issued against Edmunds involves only the last named rentals.

Edmunds is said to have no title to any ground or space within the harbor limits, this being entirely under the jurisdiction of the Superintendent of Public Works. The Superintendent is said not to have issued any instructions to Edmunds for the purpose of collecting rents from fishermen.

A short time since Edmunds obtained the privilege of using the portion of sea-front below the Channel wharf for tying up the boats of a company to be managed by him known as the Live & Refrigerated Fish Company. It is alleged that Edmunds, after putting in railings at this place began charging all Japanese fishermen a stipulated monthly rental, which is not in consonance with the privilege. This matter may be taken up with Edmunds shortly.

Edmunds is alleged by the fishermen to have endeavored to coerce them into selling their catches of fish to his company, otherwise they would be charged \$10 to \$12 rental per month for

the privilege of mooring their boats. This is said to have been compromised to a payment of rentals ranging from \$2 to \$3 per month. The Japanese allege that all manner of threats have been used against them to compel payment.

The matter came to a focus on Monday night when a delegation of fishermen visited Edmunds and presented a proposition that they be allowed to divide their catches between Edmunds' company and the Chinese dealers. Edmunds is said to have refused to consider such a proposition on the ground that they should turn over the whole catch to him at his own prices. If the Japanese would not accede to his way of thinking he is said to have threatened to charge from \$10 to \$30 per month rental for moorings.

Instead of returning yesterday to Edmunds with an answer they went to the High Sheriff and related the whole story.

High Sheriff Brown stated yesterday: "This seems to be one of the nervyest games I have come across."

Edmunds' case will come up in police court this morning.

## HAWAIIAN LAUHALA MATS

MADE TO ORDER

Any size mesh from one-eighth inch up to an inch and a quarter.

For further information and prices, write to the undersigned.

G. W. McDougall,

POST OFFICE, HOOKENA, SOUTH KONA, HAWAII.

## VANISHING JURY LIST

(Continued from page 3.)

### THE DREDGING CONTRACT.

In the suit for compensation, under agreement relative to Pearl Harbor dredging, of Clark & Henry vs. H. Hackfeld & Co., Ltd., and Castle & Cooke, Ltd., Judge De Bolt yesterday overruled the demurrer of the Hackfeld company, giving it five days in which to answer. A. S. Hartwell for plaintiff; H. E. Cooper for defendant.

The grounds of demurrer, briefly, were that there was no cause of action "against this defendant;" that if \$26,000 was guaranteed at all, it was by the Oahu Sugar Co. and the Ewa Plantation Co. and not by this defendant; that it did not appear that this defendant was ever satisfied that the opening of the channel of Pearl Harbor would open the same to commerce; that it did not appear that plaintiffs did the necessary work to be performed to make the channel of Pearl Harbor 200 feet wide at the bottom and thirty feet deep, or that said channel was made of those dimensions, and, lastly, that the complaint is ambiguous as to the agreement.

The argument in support of the demurrer was mainly that there was no liability of the guarantors because the plantation companies were not liable. Judge De Bolt overruled the demurrer, regarding the defendants' guaranty as an original agreement. All the other grounds were likewise overruled.

### COURT NOTES.

Mary K. Kahalepuna, guardian of Keala and Kahu, minors, has filed an inventory of their estate. It consists of two pieces of land in Koolau-poko, Oahu, aggregating 3.65 acres and a house-lot at Pauoa Valley, together with a family residence at Waikiki.

Another day passed in the trial of the American Dry Goods Association before Judge Gear.

### KNEW THEIR VALUE.

Mrs. Knowitt—"I hear you celebrated your silver wedding last week."

Mrs. Wise—"No. To judge from the presents we received, I think it was our silver-plated wedding."—New York Mail and Express.

NO FRIEND LIKE AN OLD FRIEND.—He will always help you in time of need. It is the same with Chamberlain's Cough Remedy. It is an old and tried friend in many thousands of homes, and, like other old friends, can be depended upon in time of need. For sale by all Dealers and Druggists. Benson, Smith & Co., Ltd., Agents for Hawaii.

## A Bad Skin

Prick your skin with a needle. You will see it is full of blood, full all the time. But what kind of blood? Rich and pure? Or thin and impure? Pure blood makes the skin clear, smooth, healthy. Impure blood covers the skin with pimples, sores, boils, eczema, eruptions, tetter, salt-rheum.



Mr. Frank Hewitt, of Kalamazoo, W. A., sends his photograph and tells what cured him. "When a boy my skin broke out in bad sores about my hands. After trying a great many remedies in vain, I took Ayer's Sarsaparilla and was quickly cured. Recently I was troubled again with severe boils, but one bottle of the same old remedy completely cured me. It's the greatest blood-purifying medicine in the world."

## AYER'S Sarsaparilla

There are many imitations "Sarsaparillas." Be sure you get Ayer's.

Aid the Sarsaparilla by keeping your bowels in good condition with Ayer's Pills.

Prepared by Dr. J. C. Ayer & Co., Lowell, Mass., U.S.A.

HOLLISTER DRUG CO.,

