

# THE INDEPENDENT.

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VOL. I.

HONOLULU, H. I., THURSDAY, JUNE 27, 1895.

No 4.

## THE INDEPENDENT

ISSUED

EVERY AFTERNOON

(Except Sunday)

At "Brito Hall," Konia Street.

### SUBSCRIPTION RATES:

Per Month, anywhere in the Hawaiian Islands.....\$ 20  
Per Year.....6 00  
Per Year, postpaid to Foreign Countries.....8 00

Payable in advance.

Advertisements unaccompanied by specific instructions inserted till ordered out. Advertisements discontinued before expiration of specified period will be charged as if continued for full term.

Address all communications to the Editorial Department to "Editor Independent." Business letters should be addressed to "Manager Independent."

EDMUND NORRIS, - - Editor.

G. C. KENYON, - - Manager.

Residing in Honolulu

## NEWSPAPER SUIT.

Extracts From A. V. Gear's Complaint Against "The Independent."

THEY WANT THE EARTH

And the Inhabitants Thereon.

That the good-will of said original name of "The Independent," and of said name as incorporated in said combination of names, to wit, "Evening Bulletin, with which is incorporated the Independent," copyrighted by the plaintiff, Gear, for the use and benefit of said co-partnership as aforesaid, is of great pecuniary benefit to the plaintiff as distinctive of the trade marks of their respective papers consolidated as aforesaid, and is essential to the retention and successful prosecution of their said newspaper business.

That prior to the formation of said co-partnership, to wit, on the 17th day of June, 1895, the plaintiff, A. V. Gear, owned and possessed a list of the subscribers to advertisers in and patrons of his said newspaper, the Independent, which list was kept in a book used for that purpose, and also owned and possessed certain route or delivery books used by his newspaper carriers in the delivery of said paper.

That the sole and exclusive use of and right to use said list and said route or delivery books is of great pecuniary value to the plaintiff and essential to the retention and safe and successful prosecution of their said newspaper business.

That the defendants have not, neither has either of them heretofore or now any legal or equitable interest in the plaintiff's said business or in anything connected therewith.

That the defendants have not, neither has either of them heretofore or now any legal or equitable interest in said subscription list or in said route or delivery books or any legal or equitable right to use the same or any of them, or to use any knowledge or information therefrom obtained, to divert from the plaintiff their subscribers, advertisers or patrons, or to use the same or any of them for the purpose of entering into communication with the plaintiff's subscribers, advertisers or patrons, or for any other purpose or in any way whatever to lessen or impair the value of the

good-will of the plaintiff's said business.

That heretofore, to wit, about the time of the formation of said co-partnership, the defendant Kenyon, acting for himself and his co-defendant, and with the knowledge and at the instance of his co-defendant, and without the knowledge or consent of the plaintiff or of either of them, secretly and fraudulently procured and caused to be procured said list of subscribers, advertisers and patrons from one of the plaintiff's servants, and, as the plaintiff believe, copied the same or caused them to be copied, procuring said list, and copying or causing the same to be copied with intent to wrongfully injure and deprive the plaintiff of the good-will of their said business, and to wrongfully use said names in said list, for the purpose of aiding them to establish a rival newspaper in Honolulu aforesaid, and for the purpose of wrongfully and fraudulently establishing such newspaper under the name and style of "Independent" in violation of the trade mark of the plaintiff and of the copyright for which the plaintiff Gear had then applied or was about to apply as the defendants well knew.

That heretofore, to wit, about the time of the formation of said co-partnership the defendants hired and employed the boys until then employed by the plaintiff Gear, as carriers of his said paper, the Independent, to carry and deliver the defendants' paper hereinafter mentioned, and procured from said boys possession and control of and access to their route and delivery books aforesaid, with the wrongful and fraudulent purpose of depriving the plaintiff of the use and benefit thereof, and of using the same for the purpose of establishing a rival newspaper under the name and style of "The Independent," in violation of the trade mark of the plaintiff and of the copyright aforesaid, for which the plaintiff Gear had then applied or was about to apply.

That said name long used by the plaintiff, Gear, as a trade mark of his said newspaper, as hereinbefore set forth, and as incorporated in the name of the joint publication of the plaintiff, as hereinbefore set forth, has been and is wrongfully and fraudulently taken, appropriated and assumed by the defendants and each of them in publishing their said newspaper as aforesaid, in derogation and invasion of the plaintiff's rights for the purpose and with the intent of imposing upon the public, and particularly upon the plaintiff's subscribers, advertisers and patrons.

That the use and threatened use by the defendants of the knowledge and information secretly, wrongfully and fraudulently by them obtained, as aforesaid, of the plaintiff's said list of subscribers, advertisers and patrons, and of the route and delivery books, is greatly prejudicial to the said plaintiff in their said business and threatens them with irreparable injury.

That the use and threatened use by the defendants of the words "The Independent," as the name, style and title of their newspaper as aforesaid, wrongfully taken and assumed and appropriated by them as aforesaid, tends to and does impose upon the public and particularly upon the plaintiff's subscribers, advertisers and patrons, and infringes upon the copyright and trade mark rights of the plaintiff as aforesaid, and prevents the plaintiff and threatens to prevent them from obtaining their letters, papers, money orders, and other mail in the regular course of business by diverting the same to the defendants. And is in other ways greatly prejudicial to the plaintiff in their said newspaper business and threatens them with irreparable injury.

## Golden

## Rule

## Bazaar . . .

W. F. REYNOLDS, Proprietor.

ESTABLISHED ON

Absolutely

Cash Basis

## Stationer, Newsdealer,

MUSICAL INSTRUMENTS.

Music by Every Steamer.

## Outdoor Games

Toys, Notions, Etc., Etc.

FANCY GOODS, Etc

TELEPHONE 607.

P. O. Box 321.

HONOLULU

## Carriage Manufactory,

128 & 130 Fort Street.

## Carriage Builder

AND REPAIRER.

## Blacksmithing in all its Branches

Orders from the other Islands in Building, Trimming, Painting, Etc., Etc., promptly attended to.

## W. W. WRIGHT, Proprietor.

(Successor to G. West).

REMOVAL

## JOHN PHILLIPS

Has removed his Plumbing Business from King street to the premises on

## Hotel Street

Formerly occupied by "Woven Wire" Ballely.

## Ed Hoffschlaeger & Co

King Street, opposite Castle & Cooke.

## Household Sewing Machine.

PIANOS . . .  
ORGANS and  
GUITARS.

## Wines, Liquors & Beers

OF THE HIGHEST GRADE.

## CARPETS AND RUGS

## Baby Carriages a Specialty

Inspect the Selected Stock of

ED. HOFFSCHLAEGER & CO.,  
King Street, opposite Castle & Cooke.

Business Cards.

ANTONE ROSA,

ATTORNEY AT LAW.

Kaahumanu Street, Honolulu.

PAUL NEUMANN,

COUNSELLOR AND ATTORNEY-AT-LAW.

Merchant Street, Honolulu.

JOHN NOTT,

PLUMBING, TIN, COPPER AND SHEET  
IRON WORK.

King Street, Honolulu.

GONSALVES & CO.,

WHOLESALE GROCERS AND WINE  
MERCHANTS.

225 Queen Street, Honolulu.

E. B. THOMAS,

CONTRACTOR AND BUILDER.

Building Materials for sale. Estimates  
Furnished.

H. F. BERTELMANN,

CONTRACTOR AND BUILDER.

All kinds of Repairing and General Carpen-  
try. Estimates on Buildings  
Furnished.

ALLEN & ROBINSON,

DEALERS IN LUMBER AND COAL AND  
BUILDING MATERIALS OF  
ALL KINDS.

Queen Street, Honolulu.

## T. B. MURRAY

321 & 33 King Street.

The Leading . . .

## Carriage and Wagon Manufacturer.

ALL MATERIALS ON HAND . . .

Will furnish everything outside steam-  
boats and boilers.

No Ball Bearing Axles Around This Shop

TELEPHONE 672.

## THOS. LINDSAY,

MANUFACTURING

## Jeweler & Watchmaker

KOKUI JEWELRY A SPECIALTY.

Particular attention paid to all kinds of  
Repairs.

Campbell Block, Merchant Street.

REGAN VAPOR and PACIFIC GAS

## Engines and Launches

THE BEST IN THE MARKET.

They cannot be surpassed for Motive  
Power.

SEND FOR CATALOGUE

JOS. TINKER,

Sole Agent, Nuuanu Street.

## Metropolitan Meat Co.

81 KING STREET.

G. J. WALKER, - - MANAGER.

Wholesale and  
Retail . . .

## BUTCHERS

AND

Navy Contractors.

## THE "ARLINGTON"

A Family Hotel.

T. KROUSE, - - Prop.

Per Day . . . . . \$ 2.00  
Per Week . . . . . 12.00

SPECIAL MONTHLY RATES.

The Best of Attendance, the Best Situation  
and the Finest Meals in this City.