

PUBLIC LEDGER CO. SUES N. Y. TIMES

Damages Are Asked for Violation of Copyright of Gray's Letter

INJUNCTION IS SOUGHT

New York, March 2.—The Public Ledger Co., through its counsel, Thomas Raeburn White and William C. Cannon, has filed a suit in equity in the District Court of the United States for the southern district of New York against the New York Times Co., Adolph S. Ochs, publisher, and C. V. Van Andra, its managing editor, complaining of the action of the New York Times in publishing without right certain articles copyrighted by the Public Ledger Co., notably on February 1 last, the letter of Viscount Grey on the attitude of the United States toward the League of Nations.

The attorneys in New York for the Public Ledger Co. are Stetson, Jennings & Russell. The text of the bill of complaint follows: "To the honorable the judges of the said court: "Your orator complaining, respectfully shows unto your honors as follows: "First. Complainant is a corporation organized under the laws of the state of Pennsylvania, and is a citizen and resident of said state.

"Second. Defendant, New York Times Co., is a corporation organized under the laws of the state of New York, and is a citizen of the state of New York, and a resident and inhabitant of the southern district thereof. Each of defendants, Adolph S. Ochs and C. V. Van Andra, is a citizen of the state of New York and a resident and inhabitant of the southern district thereof.

"Third. The value of the matter or thing actually in controversy in this case is in excess of \$2000.

"Fourth. Complainant is the owner and publisher of a daily newspaper known as the PUBLIC LEDGER, which is published every morning in the city of Philadelphia, Pa., and which is circulated throughout the city of Philadelphia, the state of Pennsylvania, the United States and in foreign countries, and which newspaper is printed exclusively from type set and labor done within the limits of the United States.

"Fifth. The complainant, at great expense, maintains an organization for gathering news from sources all over the world, and purchases from other news-gathering agencies information, news and intelligence for publication in the said newspaper, and in some cases for the purpose of resale to other newspapers.

"Sixth. Among other means of gathering news, the complainant contracted with the Times Publishing Co., Ltd., a corporation of Great Britain, which publishes a certain newspaper in the city of London, known as the London Times, by which contract news, special articles and other matter of interest and importance gathered by the London Times agencies shall be sent to the complainant for its exclusive use in the United States. In pursuance of this contract, complainant has from time to time received from the London Times cable messages which it has published from time to time in the PUBLIC LEDGER. A copy of the said contract is hereto annexed and made part hereof, marked exhibit 'A.'

"Complainant has the privilege under its said contract of selling such messages to other newspapers in the United States and Canada. Complainant has availed itself of this privilege and has contracted for a valuable consideration to furnish such dispatches to various newspapers in different cities of the United States and in Canada. In selling such dispatches, complainant necessarily acts in accordance with newspaper practice and the custom of the profession, sells said dispatches to only one newspaper in each city, giving it the exclusive right to publish the same therein.

"The value of the news service so furnished to the complainant by the Times Publishing Co., and to said other newspapers by the complainant depends upon its and their having the exclusive right to publish such messages. In the case of the complainant, in the city of Philadelphia, and in the case of the other newspapers, in the respective cities in which said newspapers are published, so that the said messages can be published in said cities before other and rival newspapers can secure the same news or articles from other sources.

"Seventh. In order to protect itself against the unlawful republishing of

the material which it has gathered for publication in the PUBLIC LEDGER, including such material as it receives by virtue of its contract aforesaid from the London Times, the Public Ledger Co. has duly copyrighted each daily issue of the PUBLIC LEDGER, in accordance with the Acts of Congress in such cases made and provided, and has also specially copyrighted the particular articles which it has received by cable from the London Times, as aforesaid. That when said news, special articles, and other matter were not published by complainant, including the news, special articles and other matter hereinafter more specifically referred to, there was applied a notice of copyright upon the first page of the text of each separate number of said PUBLIC LEDGER, and upon the first page in such newspaper containing each such article, at the beginning of the text thereof, in words and figures as follows, to wit:

"Copyright, 1919, by the Public Ledger Co. and that said notice, with the correct date in each case, has been applied to the first page of the text of each and every copy of said newspaper, and to the first page thereof containing each such article, at the beginning of the text of such article, sold, published, or publicly distributed by and under the authority of the complainant. And your complainant further avers that immediately after the first publication thereof, as aforesaid, complainant deposited, as aforesaid, in the mail, addressed to the Register of Copyrights, Washington, District of Columbia, two complete copies of the first edition of the said PUBLIC LEDGER, containing such news, special articles and other matter, together with a written claim of copyright therein and paid the legal fees therefor for all in accordance with the Act of Congress of March 4, 1909, as amended August 24, 1912.

"Eighth. The defendant, the New York Times Co., the owner and publisher of a daily newspaper in the city of New York, known as the New York Times, which paper is circulated throughout the city of New York, state of New York, the United States of America and in foreign countries.

"New York Times Resells News "Ninth. The said defendant, the New York Times Co., maintains an organization for gathering news from sources all over the world, and in some cases it gathers such news and intelligence for resale to other newspapers, and at times resells the same to other newspapers in various cities of the United States and Canada.

"The defendant, Adolph S. Ochs, is president of the New York Times Co., and actively engaged in the publication of the New York Times.

"The defendant, C. V. Van Andra, is the managing editor of the said New York Times, and is actively engaged in the preparation of said paper for publication daily.

"The same defendants held these positions and were engaged in these activities at the time of the various transactions herein after mentioned.

"Tenth. At various times, commencing in the year 1918 and continuing at intervals to and including the first day of February, 1920, the defendants have, in violation of the rights of the Public Ledger Co., and in violation of its said copyright, and without the consent of complainant, published in the New York Times, news, special articles and other matter which had been duly copyrighted by the Public Ledger Co., some of which

the Public Ledger Co. had received by cable under its contract with the Times Publishing Co., Ltd., and pursuant to its said contract had the exclusive right to publish in America and Canada. Complainant is not certainly informed from what source the defendants procured the said news, special articles and other matter which they have published from time to time in violation of the complainant's copyright, but believes and avers the same was either taken from an early edition of the London Times and carried to America, in violation of plaintiff's rights, or was taken from an early edition of the PUBLIC LEDGER, or from an early edition of the New York Sun, to which newspaper the plaintiff has granted the exclusive right to republish in the city of New York the material which it receives from time to time, as aforesaid, from the London Times.

"Notices Given to Defendant "Eleventh. Complainant has repeatedly, prior to February 1, 1920, given written notice to the defendant, the New York Times Co., of the various infringements above mentioned. In consequence of such publications many letters have passed between the parties through counsel. It was contended by the New York Times Co. that it should have the right to copy editorial material expressed in the London Times in accordance with current newspaper practice. Giving due regard to its said representations and relying upon its assurance that no other articles would be copied except editorial opinion, complainant on or about November 10, 1919, conveyed to the defendant, the New York Times Co., the privilege of republishing editorial opinion as expressed in the London Times.

"Twelfth. Notwithstanding the said concession and arrangement by the complainant, and in further and more flagrant violation of its rights, the said defendant, New York Times Co., published in the New York Times on Sunday, February 1, 1920, a letter of Viscount Grey on the subject of the attitude of the United States and the United States Senate toward the League of Nations, which said letter the said Grey had written exclusively to the said London Times and which was published therein on the preceding day. Said letter was of great public interest and importance owing to the prominence of the writer, who had just returned to England from a special mission to the United States, and said letter attracted great attention all over the world, and especially in the United States, and was of very great value as a news article.

"The complainant was exclusively entitled to publish said letter in America and Canada under its contract with the

London Times. The same was carried to the complainant in accordance with its usual practice, was duly copyrighted by complainant and published in the PUBLIC LEDGER on the same date as it was published in the New York Times, to wit, in the issue of February 1, 1920.

"Permission' Is Denied as False "In the news article published in said New York Times introducing said letter it was stated that said letter was carried to the New York Times by permission of the editor of the London Times. Complainant is advised by the editor of the London Times that no such permission was either asked or received, and, therefore, it avers upon information and belief that the said statement of the New York Times is false, and on the contrary avers that said publication by defendant, New York Times Co., was without the consent and against the will of said Times Publishing Co., Ltd., and was without the consent and against the will of the complainant. Complainant files herewith, and makes a part hereof, a full copy of the said infringing publication, together with a copy of the PUBLIC LEDGER of the same date, containing the said publication, which was duly copyrighted as aforesaid.

"Thirteenth. Complainant avers that it has been greatly damaged by the persistent violation of its rights by the defendants, as above described, and particularly by the unlawful publication of said letter of Viscount Grey, and is without adequate remedy at law.

"Fourteenth. Complainant is, therefore, in need of equitable relief, and prays: "First. That a writ of subpoena issue out of this honorable court directed to the defendants, commanding them, and each of them, to answer the several matters and things hereinbefore set forth as fully and particularly as if the same were herein again repeated and they were particularly interrogated in respect thereto, but not under oath, answer under oath being hereby waived.

"Second. That a writ of injunction may be issued out of and under the seal of this court directed to the several defendants, their agents, servants, employees and successors, to restrain them perpetually as follows: "(a) From publishing, selling or circulating, in violation of complainant's copyright, any news, special articles or other matter appearing at any time in the PUBLIC LEDGER.

"Third. That the court may decree that defendants and each of them shall deliver up on oath for destruction all infringing copies of the said New York Times containing the said letter of Viscount Grey and all plates, molds, matrices or other means for making such infringing copies.

"Fourth. That the court may decree that defendants and each of them shall pay to complainant such damages as complainant has suffered due to such infringement.

"Fifth. That the court may decree that defendants and each of them shall pay to complainant all profits which the defendants or any of them may have made from such infringement.

"Sixth. That the court may decree that defendants and each of them shall pay to complainant such damages as to the court shall appear to be just and as are permitted to be awarded to the complainant in such case by the act of Congress of March 4, 1909, c. 320, as amended by the act of Congress of August 24, 1912, c. 356, and by other acts of Congress in such case made and provided.

"Seventh. That complainant may have such other and further relief in the premises as the nature of the case may require."

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Physician and Inventor Fatally Hurt Ephrata, Pa., March 2.—Dr. D. J. McCaa, prominent physician and father of Dr. D. G. McCaa, wireless telephone inventor of Lancaster, sustained probable fatal hurts today when he was

tossed from a sleigh. He is now years old, and his children have called to his home.

"Niceties small, the men pass by—the women love 'em all" —The Irish say

A MAN pays great attention to mechanical features when selecting a car. A woman knows it is important to be equally exacting as to its fittings. This probably explains why so many women—natural, expert judges of fabric, quality and distinctiveness will insist upon having Shelton Looms Upholstery in the family car.

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FAVOR ARMY TRAINING

Prominent Educators Will Recommend Universal Plan to War Dept. Washington, March 2.—(By A. P.)—Educators in conference here today with War Department officials will submit recommendations for the adaptation of reserve officers' training corps to a system of universal military training.

The shortage of army officers was given as one of the main difficulties in the administration of the training corps and legislation for increasing the number for college work from 400 to 1000 was approved.

The reserve officers' training corps is now represented in 233 educational institutions. It was announced, with an enrollment of 114,000 students.

Among the educators present were Dr. J. E. Angell, national research council; Samuel Avery, president of the University of Nebraska; M. L. Burton, president of the University of Minnesota; W. H. S. Demarest, president of Rutgers College; H. S. Drinker, president of Lehigh University; W. E. Stone, president of Purdue University; W. O. Thompson, president of Ohio State University; R. E. Vinson, presi-

dent of the University of Texas, and General E. W. Nichols, of the Virginia Military Institute.

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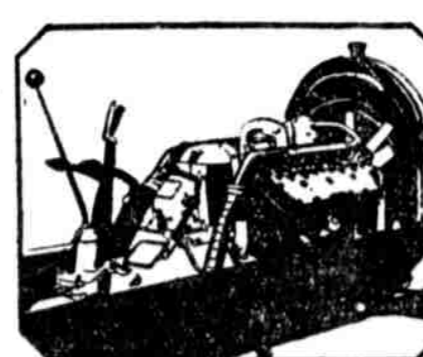
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