

A QUESTION OF TRADE MARK

Such is the Complaint of a Munich Corporation.

Charges Filed Against the San Francisco Brewery Syndicate.

Damages in the Sum of \$50,000 and a Perpetual Injunction Demanded.

A complaint has been filed by the "Kleinbrauer" firm, Lowenbrau in Munich, against the San Francisco Breweries (Limited) for \$50,000 damages, it being alleged that the local concern has unlawfully imitated the product of the plaintiff, selling the same to the public as the genuine article—a certain beverage called Lowenbrau, which being translated means "lion beer."

The papers in the cause set forth that the plaintiff is a resident of the city of Munich, kingdom of Bavaria; that it conducts all its business in Munich and has never had any business agency or representative in the State of California, in any of the Pacific Coast States of the United States, and was ignorant and unaware of the fraudulent practices of the defendant here mentioned until nine months ago; that since receiving information of the fraud, with intent to stop such unlawful acts, it has endeavored through its attorneys to obtain evidence of such fraud acts; that the acts are being concealed by the defendants, and that by reason of said concealment the plaintiff was compelled to spend about seven months in procuring evidence sufficient to verify the allegations of the plaintiff herein set forth, under the domination of the defendant, and that in securing the necessary information the present action was brought with all convenient dispatch.

After reciting these matters, the plaintiff by Attorneys Loomis & Gutsch and J. M. Nougues, asks for a judgment of court perpetually enjoining the defendant from exporting, selling or offering for sale, under the denomination of "Lowenbrau" or "Lowenbrau Munchen," any beer or beverage manufactured by the defendant or any other person or firm other than the plaintiff herein; from counterfeiting, duplicating or imitating in any way whatever the plaintiff's trade mark and applying such counterfeit or imitation to any beer or beverage other than the genuine "Lowenbrau"; from using or applying to any bottle or other vessels containing any beer or beverage other than the genuine "Lowenbrau" any marks or labels so closely resembling the plaintiff's trademarks or labels as to be apt to lead the public to believe that such mark or labels are those used by the plaintiff; from packing any spurious product in bottles, boxes, etc., such as are used for packing the genuine "Lowenbrau," or doing anything to deceive the public into the belief that said spurious product is the genuine "Lowenbrau."

In addition to the above damages and perpetual injunction, the plaintiff asks that the defendant be required to account to the plaintiff for and to pay to the plaintiff all the profits which the defendant may have derived from the manufacture of said bogus beer under the name of "Lowenbrau" or under said imitation trademark, and to pay to the plaintiff the cost of the printing of the complaint and the approval of a bond for \$100,000, the plaintiff's expenses in this regard, and to pay to the plaintiff the cost of the printing of the complaint and the approval of a bond for \$100,000, the plaintiff's expenses in this regard, and to pay to the plaintiff the cost of the printing of the complaint and the approval of a bond for \$100,000, the plaintiff's expenses in this regard.

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warrant charging Hoy Si Yik with murder. He is said to have been one of the persons who were present and participated in the fight on Monday night in which How lost his life. Yik was arrested yesterday by Officer Capela. It is likely that several arrests will follow.

THE QUACKENBUSH FIGHT.

In the Probate Court the Lady Demands Half of Her Contract Husband's \$750,000 Estate.

Mrs. Quackenbush has her contest for half of the property on the ground that she is the surviving widow of the decedent, and declares that when he signed a paper purporting to devise his estate to his daughter, Mrs. Esther E. Swortinger, she was not of sound and disposing mind, and was not mentally competent to execute a will.

Allegation is further made that at the time of the alleged execution of the will the deceased was under the influence of the drug, and that the signature of the testatrix and principal devisee; that he was coerced by her, and by threats, menace and fraud, compelled to sign the said alleged will.

Some time ago Mrs. Quackenbush sued the late Mr. Quackenbush for \$500 a month as permanent support, claiming to be his wife by virtue of a contract marriage.

Several experts in handwriting examined the contract presented by Mrs. Quackenbush, and they are of the opinion that the signature was genuine, but that the original writing was an order for goods, and that the papers in the case set forth that the plaintiff is a resident of the city of Munich, kingdom of Bavaria; that it conducts all its business in Munich and has never had any business agency or representative in the State of California, in any of the Pacific Coast States of the United States, and was ignorant and unaware of the fraudulent practices of the defendant here mentioned until nine months ago; that since receiving information of the fraud, with intent to stop such unlawful acts, it has endeavored through its attorneys to obtain evidence of such fraud acts; that the acts are being concealed by the defendants, and that by reason of said concealment the plaintiff was compelled to spend about seven months in procuring evidence sufficient to verify the allegations of the plaintiff herein set forth, under the domination of the defendant, and that in securing the necessary information the present action was brought with all convenient dispatch.

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MEETING NOTICES—Continued.

ANNUAL MEETING—THE REGULAR annual meeting of stockholders of the Pacific Telephone and Telegraph Company will be held at the office of the company, 37 Market st., San Francisco, at 10 o'clock a. m. on Monday, March 19, at the hour of 12 o'clock p. m. for the purpose of electing a board of directors to serve for the ensuing year, and the transaction of such other business as may come before the meeting. The meeting will close on Friday, March 19, 1897, at 12 o'clock p. m.

SPECIAL NOTICES.

THEY SELL ALL KINDS OF DRY goods, hosiery, underwear, bedspreads, towels, table covers, lace, embroider, linens, trimmings, etc., very cheap at Pioneer Dry Goods store, 105 1/2 H St.

RAD TENANTS EJECTED FOR \$400 collection made city or county, Pacific Collection Co., 415 Montgomery st., room 6, tel. 5386.

DIVIDED NOTICES.

NOTICE—DIVIDEND NOTICE—DIVIDEND of twenty-five cents per share of the HUTTONS BROS. PLANTATION COMPANY will be paid on and after SATURDAY, MARCH 23, 1897, at 10 o'clock a. m. at the office of the company, 120 Broadway, New York, N. Y.

SITUATIONS WANTED—FEMALE.

NEAT SWEDISH GIRL DESIRES STENOGRAPHIC POSITION. Address: Miss Cullen, 323 Sutter st.

BEST SEVENTH ALL NATIONALITIES. Address: J. F. Crockett & Co's Employment Agency, 120 Broadway, New York, N. Y.

GERMAN LADY DESIRES POSITION AS HOUSEKEEPER OR TAKE CARE OF CHILDREN. Salary not more than \$50 per month. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

GERMAN WOMAN WANTS WORK FROM 8 A. M. TO 2 P. M. every day; good work. Call or address Mrs. L. H. Moore, 221 1/2 Powell st.

WOMAN AND STRONG BOY WOULD LIKE TO WORK ON FARM. Address: W. B. 93, Call.

EXPERIENCED YOUNG GIRL WOULD LIKE POSITION IN BAKERY or any store for morning work. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

DRESSMAKER; FIRST CLASS; STYLISH; a stranger; wishes more engagements by day. 13 O St. cor. Hyde.

YOUNG GIRL WISHES SITUATION FOR GENERAL HOUSEWORK. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

STRONG GERMAN WOMAN WANTS TO WORK BY THE DAY. Address: G. B. 82, Call.

RESPECTABLE WOMAN WISHES SITUATION AS HOUSEKEEPER OR FOR LIGHT HOUSEWORK. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

YOUNG EASTERN WIDOW OF REFINEMENT and culture desires a position as managing housekeeper in widow's or bachelor's household. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

YOUNG EASTERN LADY OF EXPERIENCE wants a permanent position as housekeeper in a large household or as a governess. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

WANTED—BY A NOVA SCOTIA SCOTCH woman situation to do cooking and housework in a family; good cook; references. Call 327 1/2 Broadway.

CHILD OF 7 WISHES SITUATION TO TAKE CARE OF CHILDREN or in a chambermaid; good references. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

COMPETENT SCOTCH GIRL WISHES POSITION: house or cooking in an American family; references. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

GERMAN GIRL, AGED 17, WISHES SITUATION as waitress for children. Call or address 960 Kitchman st., Oakland.

615 LARKIN—BRANCH OFFICE OF THE CALL. Subscriptions and want ads taken.

YOUNG LADY, WITH GOOD REFERENCES, desires a situation as governess or companion and as waitress for children. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

RESPECTABLE YOUNG LADY (RECENTLY from the East) wants a position as housekeeper or as a governess. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

MIDDLE-AGED PROTESTANT WOMAN wants a situation in an American family; is a neat, industrious, and faithful worker. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

COMPETENT GERMAN WOMAN DESIRES Position for general housework; able to take care of children; references. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

DANISH LADY WISHES POSITION AS HOUSEKEEPER; understands the care of children. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

615 LARKIN—BRANCH OFFICE OF THE CALL. Subscriptions and want ads taken.

YOUNG GIRL WISHES SITUATION TO DO HOUSEWORK. Please call a 711 E. 14th st.

SITUATIONS WANTED—Continued.

JAPANESE CONTRACTOR FOR FRUIT picking wishes to secure contract for such work. Address: J. F. Crockett & Co., 625 Sacramento st., San Francisco.

ANDRES EMPLOYMENT OFFICE, 508 Stockton st.; best place for reliable and steady help with references. Tel. main 2204.

HUNTER & CO. CHINESE AND JAPANESE employes in office, 710 and 712 1/2 California st., near Kearny, Tel. main 2281.

JAPANESE AND JAPANESE EMPLOYMENT OFFICE, best help, 414 1/2 FAREWELL, Tel. 3 and 5224.

SAM KEE—CHINESE AND JAPANESE EMPLOYMENT OFFICE, 511 1/2 Bush st., near Grant Ave.

MARRIED COUPLE, GERMAN, EXPERIENCED cooks, want work in boarding-house on a large ranch or mining camp. Address: Cooks, 37, Call office.

GERMAN CHEF, BEST REFERENCES, from Eastern hotel, married man, wishes position in hotel restaurant; city or country; vicinity, O. S., Tel. 134, Call office.

YOUNG SWEDISH WOOD WORKER ON RANCH or in a place; is a good carpenter and handy at all kinds of work; first-class references. Address: Y. A., box 85, Call.

YOUNG ATTORNEY FROM THE EAST desires to get employment in the office of some hotel restaurant; references. Address: J. A., box 96, Call.

GOOD JAPANESE WANTS SITUATION TO DO ANY KIND OF HOUSEWORK; experienced; address or refer to HARA, 525 Jessie st.

THORNER WANTS POSITION IN LAUNDRY to run St. Clair or Tyler machine; is first-class; references. Address: J. A., box 96, Call.

POSITION WANTED AS WATCHMAN; 7 years' experience; references first class. Address: F. W., box 27, Call.

WANT D—A BARBER; STEADY JOB; 8 1/2 years' experience. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

RELIABLE YOUNG MAN (GERMAN) LIKE to have position of any kind; is handy; understands care of horses. Address: C. O., box 96, Call.

EXPERIENCED LADIES TAILOR OR OF ANY KIND; good references. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

GERMAN GENTLEMAN, 30 YEARS OF AGE, has 3 years' experience as a collector and agent; wishes position in a city or country; references. Address: Hustler, box 97, Call.

WANTED—SITUATION BY SOBER YOUNG Swede to work for private family; wages good; references. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

527 MONTGOMERY, CORNER OF CLAY—Wanted: laundry room; waiter, plain hotel; call; subscriptions and want ads taken.

GOOD BAITER (GERMAN) WISHES SITUATION; good references. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

BOOKKEEPER OF ENLARGED PRACTICAL office; good references. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

YOUNG MAN WANTS POSITION TO TAKE charge of ranch; has experience. Address: C. U., Alhambra house.

WANTED—TITULATION BY FIRST-CLASS electrician; wishes position in a city or country; references. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

GERMAN SPEAKING ENGLISH WELL; desires a situation as a waiter or as a chambermaid; good references. Address: Mrs. J. F. Crockett, 120 Broadway, New York, N. Y.

MARKET ST.—BRANCH OFFICE OF THE CALL. Subscriptions and want ads taken.

CENTS FOR LARGE MUG BEST OFFERED with bread and butter, pie or cake at 917 Mission st., near Market.

BRANCH OFFICE OF THE CALL, 167 NINTH ST.—Want ads and subscriptions taken.

ROCKER, NORTH GERMAN, SOBER AND steady; wants position; city or country. Address: W. A., 444 Thelma st.

550 HAYES ST.—BRANCH OFFICE OF THE CALL. Subscriptions and want ads taken.

WINCHE