

# Dr. L. N. Mixer's Evidence In Court.

## Does It Agree With Letters You Have Received?

N. B.—The following is evidence given by Dr. L. N. Mixer on his oath in the Circuit Court of Barry county, Michigan, as copied from the court records in the case against C. M. Tower for infringing on Drs. Mixers' Trade Mark.

PLEASE READ CAREFULLY and compare with circular letter, and communications you may have received from Tower and his wife "F. M. T." but in Dr. L. N. Mixer's name. Read and judge for yourself who has been truthful with the public, and very helpful to an old father for twenty years, as proven by L. N. Mixer's own testimony.

C. W. M.

Question. And at any time by conveyance, did you dispose of to anybody an interest in your original patent on this medicine business? Answer. I did.

Q. To whom? A. My son, C. W. Mixer.

Q. By proper deed of conveyance? A. Yes, sir.

Q. Do you remember when this conveyance was made? A. In 1885.

Q. You recognize that as the conveyance you made to your son Charles? A. Yes, sir.

Q. Dated 3rd. of March, 1885? A. Yes.

Q. That is your signature? A. Yes, Sir.

Q. That deed was executed by yourself and wife was it not? A. It was.

Q. This Trade Mark which has been issued by the Patent office in the name of your son Charles Mixer is the property of your firm, is it not? A. Yes sir, it is.

Q. In equal shares? A. Yes, sir.

Q. Has anyone else any interest or rights in this Trade Mark or this business? A. Not to my knowledge.

Q. In 1880 when your son Charles W. Mixer took hold of this business Mixer's C. & S. S., was in its infancy, was it not? A. Yes, sir.

Q. Then as early as 1880 your son Charles interested himself in this business? A. Yes, sir.

Q. You remember his going to Cincinnati and getting out the printing matter and designs? A. I do.

Q. And he put even at that time considerable money into the business, did he not? A. He put in the money that is mentioned?

Q. I call your attention now, Doctor, to exhibit "I" which is a bill of \$318.70 from the Strobridge Litho' Co of Cincinnati Ohio, did you read this? A. Yes, sir I think that it is all right, but the other I cannot understand.

Q. Engraving face of wrapper \$40.00. A. O, yes that is all right.

Q. The bills are all right? A. I don't see anything to the contrary.

Q. From the time your son Charles commenced this business with you what portion of his time has he devoted to the business? A. Well since he commenced to take hold of it, I presume he has devoted his whole time to it.

Q. Who has had the principal charge of this business? A. C. W. Mixer.

Q. He has put in it vim and push and time and energy has he not? A. He has put the most push there was about it.

Q. You are getting to be an old man and you have depended upon him to do the work and push? A. I have depended upon him and relied upon him. I have not dictated his course as I know of particularly.

Q. You knew at the time your son obtained this Trade Mark, you knew at the time he was obtaining it through the Patent office? A. I did.

Q. You knew he was getting a Trade Mark? A. Yes, sir.

Q. And you and he had an understanding in regard to that? A. We had.

Q. And some time after the Doctor was married, in Feb. last, he entered into an arrangement with you, did he not, for the rental of your half in the business. A. Yes, sir.

Q. Are those all receipts for the monthly rent of this business to your son Charles W., for the year; that is, from month to month, are they not? A. They are.

Q. So he has kept your rent up for your half interest in that business ever since he made the contract? A. He has.

Q. I ask you if there are any other persons, any other person in the world that has any right or interest in this patent or any of this business, in this Trade Mark, except you and your son Charles? A. No, sir.

Q. You did not know you were being supplanted in your business by your son-in-law? A. No, I hadn't the slightest knowledge.

Q. That was a revelation to you was it? A. A similar one was presented to me at the other trial, and that is the first I saw or knew of it.

Q. You did not know that Mr. Tower had 5000 of these circulars printed at the "Democrat" office, at the time it was done? A. No, not until it was proven here in public.

Q. Not until it was proved here in court? A. No, sir.

Q. What do you say as to whether that is not a fraud and imposition? A. Certainly it would be, if I knew nothing of it and gave no authority for doing it, certainly—we would claim protection from the government—that would be an infringement upon me.

Q. I ask you if it is true that your daughter and your son-in-law Mr. Tower, have been selling this medicine by the gross or half gross or in any other lots, including these circulars and these wrappers, if it is not a wrong and an injury to your business your legitimate business? A. I, would look at it so.

Q. And you never gave any body permission to get out such circulars? A. I never did, I have said that previous to this.

Q. And is this an injury and a fraud and a wrong upon your legitimate business? A. Why, yes.

Q. There is not any doubt about that, is there, Doctor? A. Why, I think there is not in my mind.

Q. Did you know of Mr. Tower or your daughter being engaged in the manufacture and sale of this medicine under a bogus label and circulars? A. Well, I don't know that you would call it otherwise. I have already said to you that I knew nothing about it. I never gave any authority, and that does not look natural to me at all.

Q. Did you know before your son, Charles W. took legal steps to prevent this brand, of your son-in-law or your daughter manufacturing and selling this medicine? A. I did not, sir.

Q. And which has been done without your knowledge and your consent? A. I knew nothing about it until it was made public. The first time I ever saw one of these circulars or dreamed of it was when it was presented to me before the Court.

Q. This Trade Mark and all parts of it was invented by your son Charles, was it not? He got it up— A. He did.

Q. Do you remember that your son Charles, in 1885 gave you \$450? Do you recognize your signature? A. O, yes, I see that every time.

Q. Do you recognize your signature to this note to Charles? A. Yes.

Q. One is for \$450, and the other one is for \$83. A. Yes, sir.

Q. Have you ever paid any interest on that or the principal? A. No, sir.

Q. Nor any interest on it? A. No, sir.

Q. The \$450 note is dated April 30th, 1878, and the other June 1st, 1880. A. I presume so.

Please Retain This Circular for Future Reference.

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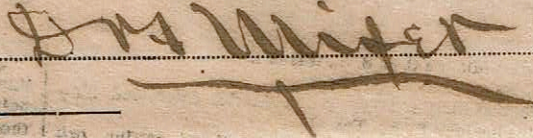
## Notice of Infringement No. 2.

To the Wholesale and Retail Druggists, and All Other Persons Interested in the Sale and Use of Mixer's Cancer and Scrofuly Syrup:

We desire to give notice of infringement No. 2 on Mixer's C. & S. S. by C. M. Tower and wife, "F. M. T." But in this case Tower's name does not appear, it all being conducted under the name of Dr. L. N. Mixer. Tower dare not have his name appear as he has been perpetually enjoined by the court. He and his wife "F. M. T." were both proven guilty of selling spurious and bogus C. & S. S. the bad effect can be seen in letters we published from persons who used it. The present infringement C. & S. S. differs from ours in that it has the signature of Dr. L. N. Mixer on the wrapper and label where should be the autograph signature of Drs. Mixer which has appeared for many years. The infringers have secured bottles lettered S the same as our old bottles so beware. Jan. 1st, we enlarged our bottle and is now  $\frac{1}{4}$  larger than the bottles sold by infringers, with Dr. L. N. Mixers name on wrapper. L. N. Mixer does not put up the infringement medicine, but it is done by the Tower faction. We call attention to letter heads of circular letters etc. sent out by them, on which their names appear, but has since been dropped as they were too well known as infringers. They now do all in the name of Dr. L. N. Mixer. Druggists will kindly specify in ordering Mixer's C. & S. S. of jobbers "Send only that with Drs. Mixer autograph on the wrapper."

We herewith publish circular letters from business men of Hastings. This should be convincing proof that other C. & S. S. is bogus and should not be recognized by the trade or consumer. We solicit correspondence and cheerfully give any information desired.

Very Truly Yours,



Hastings, Feb. 5th, 1896.

This is to Certify, That We, the undersigned, have been acquainted with Drs. Mixer for many years, as the manufacturers and proprietors of Mixer's C. & S. S. and for the past eight or nine years, known that the business has been under the personal management of Dr. C. W. Mixer. It was not until he took charge of the business that it prospered, and it is true that the great reputation this remedy has at home and abroad is due largely to the untiring efforts and faithful, honest work of Dr. C. W. Mixer.

By the decision of Judge Clement Smith, on September 25th, 1895, in the circuit court of Barry county, it is shown that Mixer's C. & S. S. is fully protected by "Patent, Trade Mark." And by virtue of a five year agreement of co-partnership which took effect Jan. 1. '96, between Drs. L. N. and Chas. W. Mixer, the latter has the entire management of Drs. Mixers' business, known as Mixer's Cancer and Scrofula Syrup, by virtue of which no other person has any right to sell or offer for sale said medicines; and as a man, he is entitled to the confidence and support of the trade.

M. L. COOK, of Cook Bros., Editors of Hastings Banner.  
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HON. PHILIP T. COLGROVE.  
HON. DANIEL STRIKER, Vice Pres. Hast. Nat'l. Bank.  
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W. J. HOLLOWAY, Druggist.  
ARCHIE McCOY, Ex-Mayor.  
JOHN BESSMER, Jeweler.  
CHAS. H. BAUER, Attorney at Law, Ex-Pros. Atty.  
M. W. RIKER, Justice of the Peace.  
JAMES H. McKEVITT, Sheriff of Barry County.  
CHAS. W. JORDAN, Register of Deeds.  
D. G. ROBINSON, President Hastings City Bank.  
WM. H. POWERS, Asst. Cashier Hastings City Bank.  
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