

Trouble in California's Veterans Home Discussed

By CHARLES E. CHAPEL
Assemblyman, 46th District

The Legislative branch of government has been confounded for the past week by the Executive branch. The intent, of course, is that the two should compliment each other; however, there are certain checks and balances if either becomes arbitrary.

It all started nearly a month ago when Democratic appointee Joe Farber, Director of Military and Veterans Affairs, leaked out an exclusive story to the Vallejo Times-Herald indicating that the California Veterans Home at Yountville in the Fifth Assembly District was being operated in a loose and inefficient fashion, that its inmates were all alcoholics and that he, Farber, deemed the Institution should feature rehabilitation as a hospital.

Assemblyman Robert L. Leggett, Democrat, of Vallejo, was surprised at hearing these accusations and others, because he had recently completed nearly one year of campaigning at the home and his impressions were to the contrary. He called Mr. Farber to his office and he was astonished to find that Farber had revealed the accusations to the press without taking them up in any manner with Colonel Stanley Dumire, the Commandant.

Assemblyman Leggett was further amazed to find that Farber had failed to obtain

endorsement of the California Veterans' Board in a plan to convert the Veterans Home from a quasi military home to a rehabilitation hospital in conjunction with the Department of Mental Hygiene; that though turned down, Farber determined to ignore the Board. Assemblyman Leggett suggested a meeting at the Home between interested parties, from Farber's and the Governor's office together with the local Legislators, Supervisors, and Home Officers, to seek a clarification of the lines of communications. Farber indicated he would go slow until the meeting was held on April 12, 1961.

On Monday, April 3, the calamity broke loose. A Legislative Counsel's opinion was printed in the Assembly Journal negating Farber's power to fire Colonel Dumire. At 11:45 a.m. of said day Farber gave the Colonel 15 minutes' notice of his summary discharge. Assemblyman Leggett brought this matter to the Assembly Rules Committee the following day after personal pleas to the Governor's Office failed. Farber got to the Rules Committee before Leggett could present his case for an investigation and Rules turned down by a 4-3 vote his plea made jointly with other Legislators, all Democrats voting "No" and all Republicans voting "Yes."

Assemblyman Leggett proceeded to the floor of the Assembly and made a once-in-a-session motion to overrule the Rules Committee. The matter was continued for two days, during which time he was subjected to pressure you read about in storybooks. Leggett remained firm, and finally the Democratic Administration conceded that if he would make a new motion before Rules Committee that it would receive sympathetic treatment. This Leggett did, and the first motion was abandoned.

On Friday the unpredictable Farber made mistake number three when he admitted his illegal action and reinstated Dumire. On Saturday he explained that he really intended to reinstate Dumire, a Civil Service employee, in name only.

These matters Leggett brought before Rules Committee.

Agent Ends 34-Week Insurance Training

Donald F. Carlson, 22913 Carlow Rd., an agent for the Robert Maas agency of Prudential Insurance Co., has completed a 34-week advanced course in business insurance, it was announced yesterday by Robert Maas, manager. The program includes studies of various business organizational structures, emphasizing the roles life insurance and career life underwriting play in the successful operation of those businesses.

Law in Action

An Insurance Contract

How useful is the idea of a contract, for instance, an insurance contract?

You can insure yourself against life's common risks—home accidents, automobile injuries, life, fire, health, and business risks. Your bank insures your account. Your employer insures you against mishaps on the job. And in the last war, the government insured servicemen and women.

The law covering insurance is vast. Yet basically your protection rests on the same simple elements of any contract.

1. Offer and acceptance: You must offer to pay for the insurance, and the company must accept you as a proper

risk. 2. A "consideration": The premium you pay in return for which the company gives you certain protection.

3. A lawful purpose: You cannot insure an unlawful activity. You may insure yourself against burglary, but a burglar cannot take out a policy to insure his success. You can insure your partner's life in some lawful business. In fact, this may be a good idea. But you cannot insure partners in crime. Nor can they have a lawful partnership contract.

4. Competency: The parties to an insurance contract must be "competent" to enter it. And as a rule, anyone who

can enter any other contract can enter an insurance contract.

5. A special rule: You must have an "insurable interest." You cannot take out fire insurance on some old house down the street that you think will go up in smoke some day. No, you must have some interest in the house, say, own at least part of it. Or maybe have a mortgage or option on it. You cannot just go out and insure anybody (what motive for a murder?). You can only insure somebody whose life means something to you—a close relative, a breadwinner, a partner, and the like.

Note: California lawyers offer this column so you may know about our laws.

Scout Trails

Cub Scout Pack 310-C

Final count-down commences April 23rd for the greatest mass assault on space in the history of Gardena when Cub Scout Pack 310-C will launch dozens of helium-filled balloons from Alondra Park. Each will be equipped with a "space capsule" suspended by shroud lines, colorfully decorated and each will contain an addressed U.S. Postal Card requesting that the finder note the time and place of the capsule's recovery and mail it back to the launching site. Prizes will be awarded at the pack's next meeting at Lincoln School for the most distant response.

Operation "SPACE" is being

coordinated by Mr. Ich Yanagihara, assisted by Rudy de Leon, chief balloon filler-upper, Leon Hebert, Ken Matsuyoshi, and Charles Mashburn, balloon passer-outers. In charge of final count-down and launch will be George Kobayashi, assisted by Zane Baughman, Bill Hunker and Bernard Swift. Stan Nelson and Power Kim have been appointed Range Safety Officers. Andy Foster will announce departures.

It is expected that the first launch will be made at approximately 2 p.m., Sunday, April 23. The Cubs aren't worried about being able to hit their target in space, but they are concerned whether the answer will come back in time to win a prize.

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COOKED LOBSTER

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The Great Books speak to Today...



Fate

We are forced to fall back on fatalism as an explanation of irrational events (that is to say, events the reasonableness of which we do not understand.) The more we try to explain such events in history reasonably, the more unreasonable and incomprehensible do they become to us.

—LEO TOLSTOY (1828-1910)
Russian Novelist

Men at some time are masters of their fates: The fault, dear Brutus, is not in our stars, but in ourselves, that we are underlings.

—SHAKESPEARE

You who are living refer every cause upward to the heavens only, as though they moved all things with them of necessity. If this were so... there would be no justice in having joy for good and grief for evil.

—DANTE (1265-1321)
Italian Poet

Little Chats

On Public Notice

(Copyright 1960)
By JAMES E. POLLARD

UNCLE SAM, 100 (No. 19 in a Series)
Much has been made in this series of Little Chats on public notice, or legal advertising, of the fact that the 50 states have thousands of such requirements. But so does Uncle Sam, too, in a great variety of ways. This is particularly true of government contracts.

Some time ago, for example, a Boston newspaper carried a notice advertising that sealed bids would be received by the "Engineering and Construction Director, Panama Canal Company, Balboa Heights, Canal Zone." This was for the "excavation in the dry of approximately 250,000 of L. F. of material, and the drilling of approximately 200,000 of L. F. of blast holes, and the use of approximately

400,000 pounds of explosives to break up material which will be excavated and disposed of by the Panama Canal Co."

The Panama Canal Co., of course, is not the U. S. government. But the canal and the company that operates it are under government control and the canal, in effect, is government property.

Here, in short, was an advertisement appearing five times in a newspaper several thousand miles from the scene of the large scale excavation project for an arm of the federal government. The principle of notice is the same whether for a local or even a personal matter or for the national government. And the newspaper of paid general circulation renders a public legal service in publishing such notices.

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