ing is done under the same law.

"I fully agree with Mr. Harris that the City Council owes it to the Express and to the taxpayers to go to the bottom of an investigation of the charges made against the Express to the effect that it has not complied with the law nor with its contract with the city in that it has omitted from some of its regular editions some of the city advertisements which should have appeared therein. But I do not agree with Mr. Harris that the files of the Express would be conclusive evidence." (Mr. Harris interrupting: "The files would be evidence in the absence of positive proof to the contrary.")

"True," said Mr. Burton, "but any copy of the Express produced which had not such advertisements in would be such conclusive proof in spite of the files.

"I say this in no hostility to the Express. Its owner is one of my most valued and most highly esteemed friends, and I bear friendly relations to every employe of the paper.

"I also agree in toto with Mr. Harris's statement that this is a cold business proposition, and it is on this ground that I claim the city advertisements for The Times. The law is plain. The Council did not make the law. It is not the function of the Council to continue the law. It is the duty of the Council to execute the law according to its terms and spirit. I do not agree with Mr. Adams that this advertising is perfunctory in its nature. The law contemplates publicity. Treat the matter then, as business men treat their advertising. They do not guess at it. They make no blunders. They make careful tests. What is the result of these tests? That The Times gets far more business from the business men who do business in cold blood than any other paper in this city—as much, nearly, as all the others combined. The business men place their advertisements where they get the best value for their money. They buy space in newspapers as they buy goods. That is why they so largely patronize the paper I represent before you today. We claim that we offer you the largest measure of service for the price of any rival newspaper.

"Mr. Harris claims that if the service is taken from the Express it will require some time for the people to find out where it has gone. I will concede that. If you give it to us, when it disappears from the Express in the evening, it will take some people until next morning to find out where it has gone. But if we have it, the largest portion of the community when they open The Times at the breakfast table, will soon find where to look for city advertising.

"Again, it is contended that because certain charges have been made against the Express, that as a matter of justice the business must go to that paper as a vindication. That is not correct. If the Express is not guilty of breach of contract the fact will soon become known. And, besides, the Council has nothing to do with these charges against the Express. The Council has not made any charges against that paper. It does not follow that if guiltless the Council shall vindicate it by giving it the printing again. That is a matter of business between the Council and the taxpayers, not one of feeling of sympathy or of sentiment. The awarding of the contract comes back on the merits of the case. The question is, how to comply with the law and get the best results for the money.

"Gentlemen, I have spoken to you thus far as a newspaper man. I now speak to you as a taxpayer. I do not

the work expires tonight. The Council granted the contractor thirty days additional time.

AT THE COURTHOUSE.

MRS. TOOSIE AND HER CONTRACT.

WOULD TRADE IN JUSTICE LIKE EGGS, ON COMMISSION.

Woman Who Asks for Divorce Admits Agreeing With Her Attorney to Make a Divvy in Any Sum that Can be Obtained from Her Husband.

Toosie Guirado was on the witness stand in Judge York's court yesterday to tell just how it came about that she had firm-named her divorce suit against her husband, Ralph Guirado. The wife is a rather dashy appearing young woman, and when she was forced into a tight place by the attorneys looked coundingly round at Judge Oster, who was sitting for Judge York.

Guirado keeps a drug store somewhere up Main street and is said to be worth about $10,000, with an indebtedness of about $2500 hanging over him. He married Toosie on June 12, of last year, so that his honeymoon period is scarcely yet passed. But some compensation may be found by him in the fact that all of his property is his own separate property, though his attorney yesterday tried to show that Toosie and her attorney had entered into some kind of a compact by which they were to do the husband out of all they could, and divvy up on the proceeds.

Attorney Holcomb, wanted the wife to acknowledge that she had entered into an agreement with J. H. Smith, the man who takes divorce cases on the "no divorce, no pay" basis, that she was to get half the winnings and the attorney would take the other half and pay all the expenses. But Mrs. Toosie denied the agreement though she conceded that she had gone to Smith, and then finding out that, despite his advertisement, he was not an attorney, she switched to Attorney McKelvey. Being pressed rather hard she confessed that a contract had been entered into by her with the last named, by which he was to get one-third of whatever could be squeezed out of the defendant husband.

At this, Mr. McKelvey shuffled about in his seat, and Holcomb asked the court to make an order on McKelvey to produce the contract in court.

Things began to look interesting, for this was a new experience in bringing divorce proceedings down to the basis of selling justice like eggs or potatoes, on a commission basis.

But Toosie realized that she had made a mistake as soon as she had spoken, and when the court put the question squarely to McKelvey and he denied any contract she did her best to back him up.

Being asked when the contract was made, the wife fidgeted uncomfortably, and then with a semi-hysterics, giggle said that she didn't know of any written contract, and that all that had been agreed to had been verbal.

When McKelvey had a chance to get possession of his client again he

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BRADBURY COMPANY, ESTATE INCORPORATED.

The Bradbury family have combined to administer and conduct their affairs in the manner usual when large interests are concerned, and yesterday the Bradbury Estate Company was incorporated with a capital stock of $1,500,000, divided into 15,000 shares of a par value of $100 each. The directors of the new incorporation are John Bradbury, Lewis Bradbury, Louisa Bradbury, Rosario Winston and Minerva Polk. The incorporation is to run for fifty years, with headquarters in this city.

COURTHOUSE NOTES. BREVITIES MISCELLANEOUS.

TAYLOR IN COURT. A. T. Taylor was arraigned before Judge Smith yesterday, and Tuesday next was set for him to plead. There is such a press of cases that there is no chance of the forgery charges against the Taylor, Christie and Masterson gang being brought to trial before the middle of June, at the earliest.

RIGGLE DIVORCE. Mrs. Rose Riggle was granted a decree by Judge York yesterday, divorcing her from Charles F. Riggle, on the ground of cruelty.

TWO YEARS FOR RACH. W. H. Leahy and F. E. Lackey both pleaded guilty before Judge Smith yesterday to grand larceny, in having stolen 100 pounds of copper wire belonging to the Kern River Company, and which was valued at $120. Each of the defendants was sentenced to serve two years at Folsom.

ASSIGNED ACCOUNT. David M. Town has begun suit against the St. Bernard Oil Company to recover for himself and also on certain assigned claims, the aggregate sum of $1183.31. In November 1902, he made a contract with the company to drill an unfinished well in the Newhall field, the well to be carried down until oil was developed or to 2000 feet. The company failed in its payments, and also ran into debt with the Union Oil Tool Company, and with J. F. Langer, an employe, for wages.

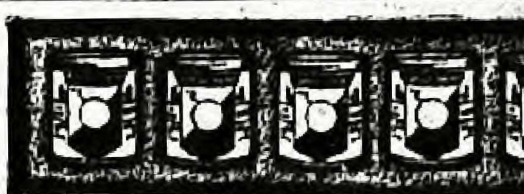
THOMPSON DIVORCE. Andrew E. Thompson was granted a divorce from Alice J. Thompson by Judge Allen yesterday, on the ground of desertion. In Judge Trask's court, A. P. McIntosh was granted a divorce from Mrs. L. M. McIntosh, on the ground of desertion.

NEW MINING COMPANY. The Gold Zone Mining Company has incorporated with a capital stock of $500,000, of which $250,000 has been subscribed. The directors are E. C. Wyatt, Carrie Wyatt, E. S. Peet, O. L. Holton, all of Los Angeles, and H. W. Walker of Whittier.

THE CLAPP ESTATE. The tangled up estate of Albert Clapp, was before Judge Wilbur again yesterday, but really nothing was done, the court has refused to set aside the or-

honest quality and a goodness all its own.
of character. Try it.
Always the Same Good Old "Blatz."
BLATZ MALT-VIVINE (Non-Intoxicating)
A MALT TONIC
that is incomparable for Convalescents and Growing
Val. Blatz Brewing
MILWAUKEE.
M. LEVY & CO. (Inc.)
WHOLESALE DEALERS,
319-321 North Main Street,
TELS. Main 183, Home 183 Downey Block, Los Angeles





Handy Paint for Cleanly Hom
That tells the story of *The S-W. Family*.
It's a handy paint made for painting
shelves, baseboards, cupboards, kitchen ch
and tables, and the many odds and ends
the house. It gives an oil gloss finish
can be scrubbed and cleaned. It is pu
ready for use in convenient sized packa
Made in twenty-six good colors.
Family Paint is a good paint to have i
house all the time—helps to keep the h
cleaning. It's particularly useful during h
cleaning time.
Call for color cards.
THE SHERWIN-WILLIAMS
PAINT AND VARNISH MAKERS.
100 SOUTH MAIN ST.



FOO & WING HERB CO.,
CHINESE DOCTORS.
Our herb remedies have CURED HUNDREDS o
Free pulse diagnosis. No questions asked. Valu
to Health, free. Absent on Saturdays.
908 S. OLIVE ST.,



LINOLEUM. Large stock—
T. BILLIN
514 S. B