

JOSEPH LEVY, AN AGED JUNK DEALER, MAKES A STATEMENT TO POLICE IN WHICH HE ADMITS BUYING FIFTY THOUSAND SACKS FROM WALDEN

Prison Directors Insist That He Acted Suspiciously in Purchasing Stolen Bags From the Embezzler at a Figure Far Below Their Market Value, and Assert They Will Force Him to Pay for the Theft—Fitzgerald Claims the Absconder Is Guilty of Only Two Crimes, but Wilkins Differs.



AGED JUNK DEALER WHO PURCHASED THE SACKS STOLEN FROM SAN QUENTIN AND TWO CHECKS HE PAID TO EX-CLERK WALDEN.

THE expose in yesterday's Call of the peculations of C. J. Walden, ex-clerk of the San Quentin jute mill, has resulted in the discovery of the channels through which the embezzler disposed of the thousands of sacks stolen by him and shipped to this city from the prison mill.

Lux had bought for farmers. Unfortunately the farmers' crops had failed and consequently Miller & Lux had no use for the sacks and were anxious to dispose of them.

Negotiations for Sacks. Levy told Walden that the only way they could do business was on the basis

of \$550 a hundred sacks. Walden left the store and stated that he would do the best he could. A few days later Levy received the following letter:

Dear Sir—Yours of yesterday came to hand this morning, and as the Str. Caroline is making a special trip this afternoon, I ship you what time we have on hand—4 bales. Bill for same please find inclosed. In regard to the 50M bags we spoke of I had no chance to go to town since I saw you last to see the parties, but they had promised to let me know this week. I expect to hear from them

any time. If not, will take a run over Tuesday or Wednesday and try to get them for you. Yours truly, C. J. WALDEN.

On September 18 of last year Walden followed up his scheme with the following letter, which is self-explanatory, and closed the bargain for the first shipment of 25,000 sacks:

Sept. 18, 1900. Mr. Jos. Levy, San Francisco, Cal. Dear Sir—Have managed to close bargain for the 50M bags, and will ship them at the first opportunity, but as the boat runs very irregularly now, can't tell just when. She

may be over to-morrow (Wednesday) and if she comes will send you half of them (25M). I shall have to go to town on Thursday and will call at your place between 1 and 2 p. m. Judging from our latest advices, bags are going up—I understand quotations now are 5% for spot and 6 1/4 for next June. Yours truly, C. J. WALDEN.

A letter dated September 24, 1900, was next furnished by Levy in explanation of his reason for paying Walden instead of Miller & Lux by a certified check for the first shipment. This letter reads:

Sept. 24, 1900. Mr. Jos. Levy, San Francisco, Cal.

Dear Sir—The boat will make a trip tonight, when I will ship you 25M bags, bill for which please find inclosed. They will be at the wharf ready for you the first thing in the morning (Tuesday). In settlement please send certified check made payable to myself. I don't know just when the boat will make another trip—probably next Monday, and will then send you the other 25M. Yours truly, C. J. WALDEN.

The next letter Levy received acknowledged the receipt of \$1375. In this letter

Walden manifested his desire "not to rush a good thing":

Sept. 27, 1900. Mr. Joseph Levy, San Francisco, Cal.

Dear Sir—Acknowledging the receipt of your favor of yesterday with check for \$1375 in payment for 25,000 bags shipped to you on Monday last, I herewith return receipted bill for same. As you request, I will defer shipment of the other 25M until week after next, and will notify you in time when the shipment goes forward. Shall probably be in town before that, however, and will drop in to see you. Yours truly, C. J. WALDEN.

Walden's "bluff" appeared to make the prospective purchaser all the more eager. Levy received the second shipment at the same price, as is shown by letters which he produced. One of the letters follows:

Oct. 19, 1900. Mr. Joseph Levy, San Francisco, Cal.

Dear Sir—The boat, according to present arrangement, will come over here to-morrow (Thursday) about noon, when I will ship the bags. They will arrive some time during the afternoon. I shall ask the captain to notify you when he gets to the wharf. Yours truly, C. J. WALDEN.

Money rolls in for Walden. Money was rolling into Walden's pockets. He also became so considerate to his customer Levy that he did not wish him to mail any more checks. In the following letter Walden relieved Levy of that trouble by stating that he would call personally for the money:

Oct. 11, 1900. Mr. Joseph Levy, San Francisco, Cal.

Dear Sir—As per my letter of yesterday the boat came to-day and took the other 25M bags for you. Inclosed please find bill for same. I shall be too busy here to go to town this week, but will try and go over either Tuesday or Wednesday, when I will call and get the check. You need not send it before. Yours truly, C. J. WALDEN.

On November 1 Walden came to the conclusion that there was such a thing as riding a good horse to death and accordingly mailed the following letter:

Nov. 1, 1900. Mr. Joseph Levy, San Francisco, Cal.

Dear Sir—Received yours of Oct. 30, but doubt if I can arrange with the parties interested to let you have any more bags at present. They appear to want to hold on to them themselves. However, I will see what can be done and let you know. Will be over some time next week after election and see you. Yours truly, C. J. WALDEN.

Walden wasted but little time cashing the first check he received. From the stamp on the reverse side of the check on the Donohoe-Kelly Bank it is shown that Walden cashed it on October 18, the day after it was made. The check was indorsed by the firm of Kuhls & Schwarke, wholesale liquor merchants on Sutter street.

Indorsement of the Checks. F. A. Kuhls was seen yesterday and explained how he came to indorse the check for Walden. He stated that he became acquainted with Walden at Schuetzen Park several years ago and that they shot in the same matches for years. Walden was not a personal friend of his, he said.

STANFORD UNIVERSITY SAFELY PASSES CRISIS, STUDENTS UPHOLDING PRESIDENT JORDAN

UNIVERSITY MANAGEMENT MUST NOT BE ARRAIGNED

It would appear from many of the statements heard and seen of late that the position of this university with reference to the conduct, privileges and opinions of members of its faculty is totally different from that of any other institution in this country. I recognize the fact that every one connected with or interested in the institution is entitled to know what principles govern its management. Permit me to clear away the fog that seems to have gathered round the subject and to so state the university's position that I trust there can be no possible misunderstanding.

The question at issue in the case of Professor Howard is simply this: ARE THE PROFESSORS IN THIS INSTITUTION AT LIBERTY TO ARRAIGN THE UNIVERSITY MANAGEMENT IN THE PRESENCE OF THEIR CLASSES?

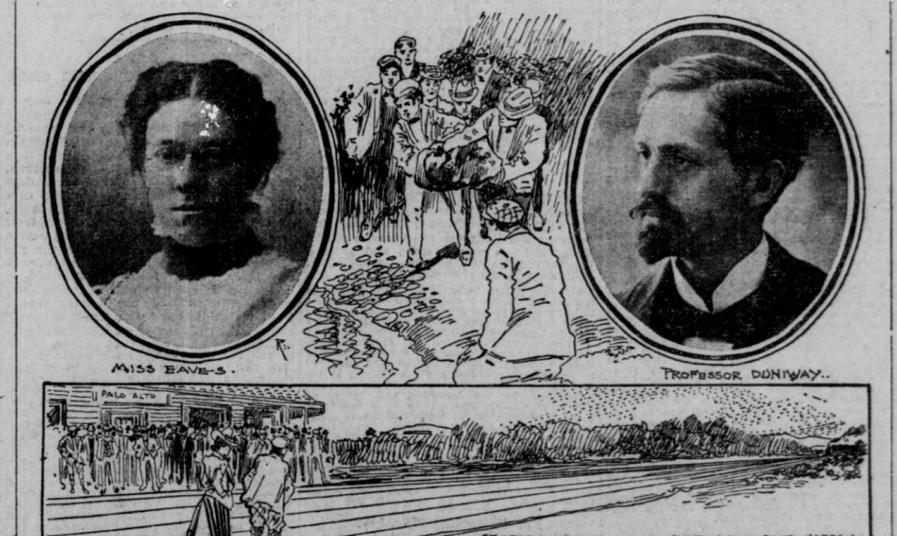
If such a liberty is looked upon as academic freedom, then I beg to say that such freedom (if that is the word) is not and will not be tolerated in this institution so long as it is under its present management.

There is nothing new about this position; it is no new policy; but it has been assumed from the outset that every one recognized the impossibility of university existence under any other conditions.

There are here, as there are elsewhere, proper channels through which all disagreements can be adjusted without overstepping the bounds of official courtesy and propriety. When affairs which concern the faculty or the students, either directly or indirectly, either individually or collectively, require or seem to require modification of any kind, it is the duty and the pleasure of the president to hear and consider every complaint and every suggestion, and every one acquainted with him knows that no man is more accessible than President Jordan.

Stanford University, January 17, 1901.

STANFORD UNIVERSITY, Jan. 17.—To-day has been one of sensational interest for the men and women of the college town. Feeling has run very high over the controversy which has shaken the university community to its center, but to-night



TWO INSTRUCTORS WHO FIGURE IN STANFORD'S TROUBLES

the situation, its meaning, effect and conclusion, has been made by Acting President Dr. John C. Branner.

This statement is of vital importance, as it defines clearly and emphatically the principles which govern the university and its faculty. No effort is made to shirk the issues raised by the forced retirement of Professor Howard and every one concerned in the welfare of Stanford is assured that no professor in the institution will be permitted to arraign, before his classes, the management of the institution. If any member of the faculty con-

strues such an arraignment into academic freedom, says the acting president, then such freedom is not and will not be tolerated in Stanford University as long as it is under the present management. Further than this, Dr. Branner says that if any professor feels that in conscience he must follow where Professor Howard led, the time for him to do so is now.

Dr. Jordan Is Responsible. This appears to simplify the entire situation. The statement of Dr. Branner was made only after careful, deliberate discussion with the leading members of

the faculty, practically all of whom are in hearty sympathy with President Jordan. The authorities of the institution want it to be clearly understood that no principle of freedom of thought or of speech was for a moment in jeopardy in this whole unfortunate affair. They want it to be understood that responsibility for everything which has been done rests with President Jordan and not Mrs. Stanford and they want no one to believe that any principle other than the enforcement