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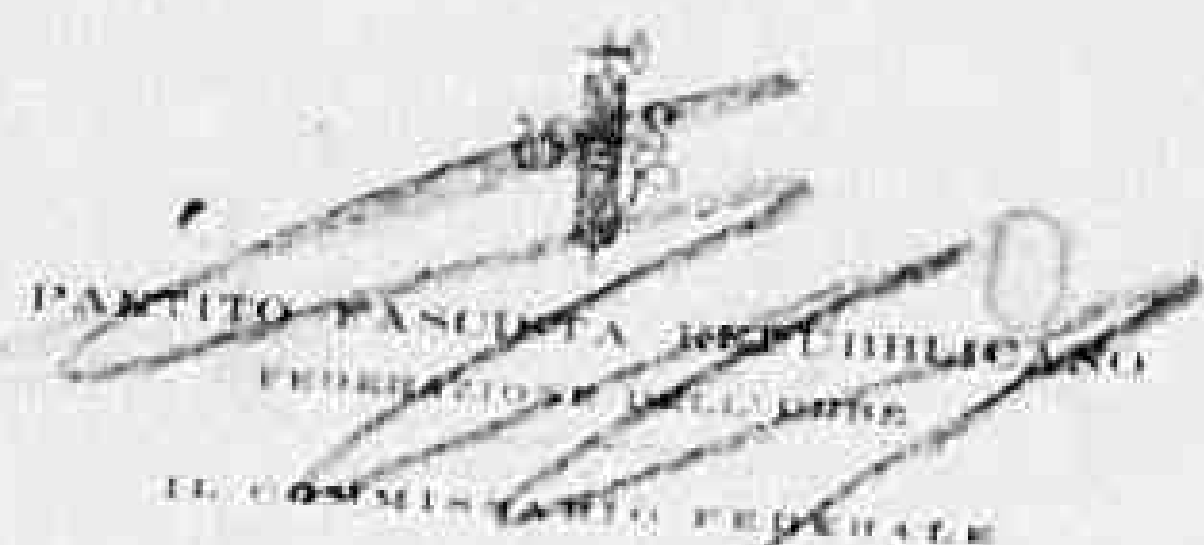
CASES
BLACK
MAY 19

5
CASES OF DISCIPLINE OF ALLIED TROOPS INVOLVED IN
BLACK MARKET
MAY 1944 - DEC. 1946

1719

Declassified E.O. 12356 Section 3.3/NRD No.

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PIE CLOSED 10 DECEMBER 1946.

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HEADQUARTERS
720TH REGIMENT
ALLIED COMMISSION (OVERHEAD)
APO 794

10 December, 1946

SUBJECT: MTOUSA Circular No. 195

TO : All Officers and Enlisted Men, this Regiment.

Attached hereto MTOUSA Circular No. 195, 1946, Subject: "Currency Control and Importation and Sale of Commodities", dealing with black market activities, for information and compliance.

BY ORDER OF LT COLONEL ROSS:

John R. Hayes
JOHN R. HAYES
Major AGD
Adjutant

R E S T R I C T E D

HEADQUARTERS
MEDITERRANEAN THEATER OF OPERATIONS
UNITED STATES ARMY
APO 512

CIRCULAR)
:
NUMBER 195)

3 December, 1946

CURRENCY CONTROL AND IMPORTATION AND SALE OF COMMODITIES

1. Due to the advent of many dependents and newly arrived personnel in this theater, the low and fluctuating value of the lire, the wide-spread "black market" activities, and the many directives published on this subject, this circular is a collation of the many directives and is published as a compact resume for reference, information and guidance. References cited are in full force and effect and the violation of their provisions renders the violator(s) subject to disciplinary action.

a. WD Circular No. 64, dated 5 March 1946, limits the amount of United States Currency that can be brought into any foreign theater to \$50.00.

b. WD Circular No. 256, dated 23 August 1946, controls the use of Military Payment Certificates and dictates that they be used only in authorized military establishments by United States authorized personnel.

c. MTOUSA Circular No. 71, dated 8 May 1945, directs that United States currency in possession of an individual upon arrival in foreign theaters must immediately be exchanged at the first available Finance Office for the type of currency used by United States troops in that particular locality. This circular further prohibits the indirect exchange of currency through acquisition and disposal of gold coin, bullion or rare objects of value for profit. The possession of such currency or rare objects are not legal within this theater.

d. MTOUSA Circular No. 141, dated 27 August 1946, enumerates those individuals who are authorized the use of facilities of the Army Postal Service. In connection thereto attention is directed to the fact that while the amount of United States currency that can be brought into the theater is \$50.00 there is no limitation on the amount of United States Military Payment Orders, United States Postal Money Orders, or Travellers Checks that may be in the possession of an individual. 22

e. MTOUSA Circular No. 146, dated 16 September 1946, lists the personnel authorized to use Military Payment Certificates and directs that Finance Officer within the theater will not accept such certificates from personnel other than those enumerated in this circular.

f. MTOUSA Circular No. 76, dated 15 May 1945, prohibits the importation of commodities into this theater by members of the United States Armed Forces and persons accompanying or serving with such forces for the purpose of sale or resale to or barter with the residents of countries within the theater, and the sale, resale or barter of such commodities to or

R E S T R I C T E D

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with residents of countries within the theater is forbidden. The term "importation" as used herein includes, but is not limited to bringing, carrying, mailing, or otherwise transporting in any manner, or causing to be brought, carried, mailed or otherwise transported in any manner.

g. AFHQ Administrative Memorandum No. 3, dated 11 January, 1945 as amended by AFHQ Administrative Memorandum No. 22, dated 9 April 1945 prohibits, except as otherwise duly authorized, personnel in this theater from:

- (1) Importing, holding, transferring, exporting, or in any way dealing in United States or British paper currency.
- (2) Participating in transaction involving the purchase, sale, or exchange of gold coin and bullion or any currency against any other currency, except through authorized agencies.
- (3) Importing or exporting gold coin and bullion or any currency, including transmission through mail or parcel post, except currency of small denomination as souvenirs.
- (4) Participating in any transaction involving gold coin and bullion, or the foreign exchange assets of any person in liberated or occupied territory not belonging to the Allied Forces.
- (5) Participating in the transfer of any currency against any other currency on behalf of persons not belonging to the Allied Forces in liberated or occupied territory, or on behalf of a person belonging to the Unit of the Allied Forces of another nationality.
- (6) Participating in the importing or exporting of funds, securities, money or other financial assets on behalf of persons not belonging to the Allied Forces in occupied or liberated territory.

h. AR 210-65, dated 12 June 1945, prohibits the resale by military or civilian personnel of merchandise purchased in Army Exchanges.

i. AR 30-2220, dated 18 April 1946 covers the sale of Quarter-master property and service and lists in paragraph 4, thereof, the individuals and organizations authorized to purchase such property and/or services.

j. WFOUSA Circular No. 165, dated 4 October 1946 as amended by WFOUSA Circular No. 180, dated 24 October 1946, lists the procedure pertaining to the purchase of petroleum products for vehicles owned privately by United States Armed Forces personnel and United States supported Personnel within WFOUSA and states the disciplinary action that will be imposed for the abuse of this privilege.

R E S T R I C T E D
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Hq. MTOUSA Circular No. 195 (Cont'd)

2. Commanders of all echelons are responsible for bringing the provisions of the references quoted in this circular, and any changes or addition thereto, to the attention of all personnel (Military and Civilian) within their command.

BY COMMAND OF LIEUTENANT GENERAL LEE:

L. C. JAYNES
Major General, United States Army
Chief of Staff

OFFICIAL:

/s/ Ralph C. Tilley
RALPH C. TILLEY
Colonel, AGD
Adjutant General

DISTRIBUTION:
"2"

Reproduced by Hq. 7106th Regt.
10 December 1946

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FILE

HEADQUARTERS ROME AREA ALLIED COMMAND

APO 734, U.S. Army
Rome, Italy

29 November 1946

STIPULATION

It is hereby stipulated and agreed by and between the prosecution, the defense and the accused that if Nicholas Francis Lopez, residing at Lawrence, Kansas, were present, he would give as his testimony the statement set forth in the attached affidavit of said Nicholas F. Lopez made on the 29th day of November, 1946.

ARTHUR A. BURCK
Captain, AUS, US Claims Service
Trial Judge Advocate

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CHARLES T. KURLAN
Capt., 7106th Regt.
Defense Counsel

ORIE P. GRUELLE
Capt., 7106th Regt.
Accused

HEADQUARTERS ROME AREA ALLIED COMMAND

APO 784, U.S. Army
Rome, Italy

29 November 1946

Before us, the undersigned authority authorized to administer oaths in cases of this character, personally appeared Mr. Nicholas Francis Lopes, an American citizen, residing in Lawrence, Kansas who, after first being duly sworn upon oath makes the following responses to the questions propounded to him by both the Trial Judge Advocate and the Defense Counsel in the case of U.S. vs Capt. Orle P. Gruelle, C.M.P.

Questions by Capt. Hurck:

Q: What is your name?

A. Nicholas Francis Lopes.

Q: Where do you reside?

A. 841 Ohio Street, Lawrence, Kansas.

Q: What is your occupation?

A. I am a lawyer.

Q: Why are you in Italy at this time?

A. I am in Italy on business.

Q: Were you in Italy in December of 1945?

A. Yes, I was.

Q. In what capacity?

A. Special Assistant to the Secretary of State, U.S.,
Counsel to the Allied Commission in Italy, and
Attache to the American Embassy in Rome.

Q. In connection with your official duties, did you have
occasion to meet the accused, Capt. Orle P. Gruelle
during December of 1945?

A. Yes, I did meet Capt. Gruelle.

Q. Will you state the circumstances of your meeting Capt.
Gruelle?

A. At the time I was charged with the investigation and
prosecution of shipping frauds that had or were occur-
ring in the Mediterranean Theatre of Operations. Since
the nature of my duties brought me in close contact
with the Criminal Investigation Division of the Army
of the United States, I would, from time to time, be
informed of any arrests that took place, the cause of
which may have had some bearing on my investigation.
Sometime in December of 1945 one of the agents of the
CID, whose name I do not recall, told me of a certain
Captain who had been apprehended whilst in the course
of exchanging some Italian lire for U.S. war bonds.
I was also informed that the Captain was on duty at
Savona in the Province of Liguria. Feeling perhaps
that this man was with the Food Sub-Commission of the
Allied Commission, and that he was on duty at a port
which was in the process of investigation at the time
and that his possession of large amounts of Italian
currency might have some bearing on my own investiga-
tion, I asked that I be permitted to examine him
relative thereto.

At the time the Captain was brought to me, I asked Col.
James J. Carnes, U.S.A., my administrative assistant,
to warn the Captain of his rights pursuant to A.R. 24.
The Captain being thus warned, I proceeded with my
examination. Present in the room were besides myself
Col. Carnes, Agent Tobey, C.I.D., and during the early
part of the examination Lt. John LoPisto, M.P. To the
best of my recollection, Capt. Gruelle's story, at least
the one he first related, was as follows: that he had
obtained this money as a result of taking part in poker
games at Naples and Caserta, whereupon I looked for a
deck of cards so that I could engage the Captain in a
game of poker. After obtaining the cards we sat down
and I dealt out a hand of stud and asked the Captain to
play. He then admitted that he knew nothing whatsoever

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about stud poker or, as a matter of fact, any kind of poker.

Later in the afternoon in the office of Col. Norman Fiske, Col. Fiske being absent at the time, I further questioned Capt. Gruelle, whereupon he admitted that the sum of money that he had in his possession was obtained by him through the medium of exchanging American dollars which were sent to him from America for lire at the black market rate which, at the time, to the best of my recollection was approximately 500 to the dollar.

During the course to my questioning, I advised the Captain that his first story and the statement that he had given the C.I.D. were unbelievable and that it would be to his advantage to tell the truth. I made no promises to him so that he would confess the truth to me. After I saw that his case had nothing whatsoever to do with my investigation, I turned him back to the C.I.D.

- Q. You spoke about a statement which he had made to the C.I.D. I show you the Prosecution's Exhibit No. 2 for identification, attached to the deposition of Mr. A. F. Williamson taken on 23 October 1948. Can you identify said Prosecution's Exhibit No. 2 for identification?
- A. Well, the copy I saw was on a regular statement sheet of the C.I.D., but this is the same material that was in it.
- Q. The same material?
- A. I mean that the substance of the statement is the same as the one I read.
- Q. But you can't say for sure that this is not the exact copy that you read?
- A. I can only give you the best of my recollection.
- Q. This statement here refers to two \$10,000 Class "F" bonds, purchase price \$7,400, and a \$2,000 PTA, all of which items the accused in his statement states he sent home. Did you question him about the source of these funds?
- A. Do you refer to the funds for the purchase of those two items?
- Q. That's right.
- A. I did, and he told me it was money he won in gambling that made it possible for him to make these purchases.

- Q. Was Agent Tobey present at the time Col. Barnes gave Gruelle the warning under the 24th Article of War?
- A. Yes, I am sure he was because to the best of my recollection I asked if the Captain had been warned. I think the answer was in the affirmative but I asked the Colonel to warn him again.
- Q. If Agent Tobey was present during all the sessions of the interrogation except for the 10-minute intervals, can you tell why he refused to take his confession the first time Gruelle wanted to give it?
- A. The question is not clear. There was no statement that he said anything about a confession at all. I cannot answer that question.
- Q. Do you say you never promised him any immunity?
- A. I promised him nothing.
- Q. You promised him nothing?
- A. I do not see how I could possibly promise him anything. Under the circumstances, I certainly would not.
- Q. Why do you say, "Under the circumstances you certainly would promise him nothing"?
- A. I knew the man had perjured himself. I would not promise him immunity anyway.
- Q. Did you ever have any authority from Capt. Gruelle's commanding officer to make any promises?
- A. I do not know who Capt. Gruelle's commanding officer was - excuse me, it may have been Col. Parkin. But at no time did any one ask me to give him any immunity whatsoever.
- Q. You were not conducting this investigation on behalf of Capt. Gruelle's commanding officer?
- A. I was conducting it on behalf of myself only.

Capt. Kurlan: That will be all.

Questions by Capt. Burck:

- Q. Were you present during the entire interrogation of Capt. Gruelle?
- A. I was present during the entire time I interrogated him.
- Q. How long was that?
- A. From 10 in the morning until 12:30, until we all went to lunch. Then at 2 we started again and he would not tell us the truth, and I left him in the office and told him to think it over, whereupon I left and returned about an hour later and questioned him until about 5 o'clock.

Questions by Capt. Kurlan:

- Q. You were not present then during the entire three days and nights of the interrogation?
- A. I was present only during the time I interviewed him. Col. Garnez, Lt. LoPinto and Agent Tobey were also present but not all the time.
- Q. There was one other agent. Do you remember him?
- A. I do not recall.
- Q. Do you recall why you requested Mr. Tobey to leave the room on two different occasions?
- A. I do not recall that I did ask him to leave the room.
- Q. Do you remember being closeted with the accused alone during the interrogation?
- A. Yes, I do.
- Q. Was that when everyone left the room and you spoke to him yourself?
- A. Yes.
- Q. What took place when you and the accused were closeted alone?
- A. Well, I felt I could get enough of his confidence to

get him to tell me the truth.

Q. In getting the accused into your confidence, what measures did you resort to?

A. I spoke to him like a friend.

Q. What did you say to him?

A. I merely asked him to tell me the truth, that I did not believe his story, that I had handled a lot of other witnesses, that it would be to his advantage to tell the truth, that he was getting in deeper and deeper by not telling the truth, whereupon he asked me if he told the truth would the matter be dropped and he be sent back to the United States and he not be tried for any crime. I told him I was not in the habit of promising such immunity.

Q. Did you tell him you would see what you could do for him?

A. I would not tell that to anybody.

Q. When did you have the first 10-minute conference?

A. That was in the afternoon, after lunch.

Q. And after that the rest of the people came back and the interrogation proceeded and then there was another breathing spell. What was the reason you asked for this additional breathing spell?

A. After he asked me for immunity, I felt that he admitted he was not telling the truth and there was something more behind it. And I thought I could get him to tell me the true facts.

Q. Were any questions asked by any of the colonels present?

A. Yes, Col. Carnes interrogated the accused.

Q. Did Lt. LoPinto?

A. To the best of my recollection, I do not think LoPinto had very much to ask or did ask very much.

Q. Was Agent Tobey present during all of the interrogation by everyone?

A. Except at the time I interrogated him alone. I think Agent Tobey may have stepped out for intervals of one or two minutes - not very long, though.

Q. In addition to this, he also had in his possession some 8,000 lire?

A. I don't know the exact amount but it was a rather large sum.

Questions by Capt. Kurlant:

Q. Let us make one point clear. It may already be clear but I want to be sure of it. Was your investigation of the source of funds that he not only had in his possession but also funds he had in some form or other dispatched to the United States?

A. Well, as I stated, I felt his case may have had some bearing on my own investigation. One of the things we looked for was the source of funds other than those received by payment from the U.S. When he stated he had purchased all these and I asked him how he had purchased these bonds and the PIA, I asked how he was able to do that and he stated he had won the money at gambling.

Q. Do you know whether the accused subsequently made any other statement?

A. I don't know. As I said, I turned him over to the C.I.D. when I saw his case had no connection with mine.

Q. Did you at any time, in an effort to obtain a full statement from the accused, employ any duress?

A. None whatsoever.

Q. Any force?

A. None.

Q. Any threats?

A. None.

Q. Any promises whatsoever of immunity?

A. None. As a matter of fact, I might interpose that Capt. Gruelle during the course of the questioning asked me if he would receive any immunity if he told the truth.

Q. What did you answer?

A. I told him I could not promise him anything.

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(11)

TO C.L.O. REAR H.Q.A.C.C.
 FROM H.Q. REGION 5 A.M.G.
 SUBJECT U. S. COURT MARTIAL PUNISHMENTS.
 REF R5/511/19.
 DATE 30th JUNE 1944.

Referring to your letter ACC/4083/1/L. 5 June 1944, in response to a letter written by Regional Commissioner Region 5 to C. G. XII AIR Force U. S. A. A. F.: -

We have this day received their reply with enclosures which are forwarded to you as requested.

For the Regional Commissioner:

W. E. REMRENS
 Colonel
 R.L.O.

by



A. R. TROXELL
 Lt. Colonel
 D.R.L.O.

3 enclosures

ART/EP

① File by Col. Trotter
 ② File in appropriate file,
 with cross ref to letter
 asking for this information

CONFIDENTIAL

Lt. Col. Campbell.

Is, forwarded to you.

834
 7/7/44

12
 Reached me
 Friday 11.5
 after noon 2
 H. SK E

CONFIDENTIAL

250.4

1st Ind.

N/BSU/al

HEADQUARTERS XII TACTICAL AIR COMMAND, APO 374, US Army, 22 June 1944.

TO: Regional Commissioner, Region 5 A.M.G., APO 394, US Army.

1. Basic communication has been referred to this Headquarters for reply.
2. Attached hereto are copies of the General Court-Martial orders concerning the military personnel involved in the transactions; it is believed these orders contain the information you desire.
3. Reclassification proceedings are also pending against the officers involved; these were forwarded to higher Headquarters 6 June 1944. The proceedings are based principally on the officers' black-market activities.
4. Sergeant Karia was promised immunity by the C.I.D. in their investigation of the case and this Headquarters has thus far recognized this promise of immunity and he has not been tried. This soldier has been administratively reduced to the grade of Private by his organization.

For the Commanding General:

Lawrence T. Gannon
 W. R. REESE,
 Major, Air Corps,
 Actg. Adjutant General.

Incl: S.C.M.C. Nos. 23 & 26.

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HEADQUARTERS
XII TACTICAL AIR COMMAND
A.F.O. 374, U.S. ARMY

1 June 1944

GENERAL COURT-MARTIAL)

ORDERS NUMBER.....26)

Before a General Court-Martial which convened at Headquarters XII Tactical Air Command, A.F.O. 374, U.S. Army; pursuant to paragraph 6, Special Order Number 56, Headquarters XII Tactical Air Command, 20 April 1944, was arraigned and tried:

Corporal Charles G. McGee, 19047339, 314th Fighter Squadron, 324th Fighter Group,
Sergeant Robert C. Durham, 14072988, 314th Fighter Squadron, 324th Fighter Group,
Sergeant Guy C. Powers, 39390155, 314th Fighter Squadron, 324th Fighter Group, and
Corporal Epps L. Norris, Jr., 13043544, 314th Fighter Squadron, 324th Fighter Group.

As to Corporal McGee

Charge: Violation of the 96th Article of War.

Specification 1: In that Corporal Charles G. McGee, 314th Fighter Squadron, 324th Fighter Group, did, at or near Corocole Air Field, Corocole, Italy, on or about 1 January 1944, knowingly and willfully apply to his own use and benefit one 2 1/2 ton box cargo truck, of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting nuts and figs therein for personal gain.

Specification 2: In that Corporal Charles G. McGee, 314th Fighter Squadron, 324th Fighter Group, did, at or near Corocole Air Field, Corocole, Italy, on or about 28 January 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck, of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting nuts, figs and flour therein for personal gain.

Specification 3: In that Corporal Charles G. McGee, 314th Fighter Squadron, 324th Fighter Group, did, at or near Corocole Air Field, Corocole, Italy, on or about 15 February 1944, knowingly and willfully apply to his own use and benefit

Group.
as to Corporal McGee

Charge: Violation of the 96th Article of War.

Specification 1: In that Corporal Charles S. McGee, 314th Fighter Squadron, 324th Fighter Group, did, at or near Corcoia Air Field, Corcoia, Italy, on or about 1 January 1944, knowingly and willfully apply to his own use and benefit one 2 1/2 ton Mercedes-Benz cargo truck, of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting nuts and flgs therein for personal gain.

Specification 2: In that Corporal Charles S. McGee, 314th Fighter Squadron, 324th Fighter Group, did, at or near Corcoia Air Field, Corcoia, Italy, on or about 28 January 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck, of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting nuts, flgs and flour therein for personal gain.

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Specification 3: In that Corporal Charles S. McGee, 314th Fighter Squadron, 324th Fighter Group, did, at or near Corcoia Air Field, Corcoia, Italy, on or about 15 February 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck, of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting nuts therein for personal gain.

as to Sergeant Durham

Charge: Violation of the 96th Article of War.

Specification 1: In that Sergeant Robert C. Durham, 314th Fighter Squadron, 324th Fighter Group, did, at or near Corcoia Air Field, Corcoia, Italy, on or about 4 January 1944, knowingly and willfully apply to his own use and benefit one 3 ton 4x2 cargo truck, of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting olive oil and wine therein for personal gain.

Specification 2: In that Sergeant Robert C. Durham, 314th Fighter Squadron, 324th Fighter Group, did, at or near Corcoia Air Field, Corcoia, Italy, on or about 15 January 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck, of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting grain therein for personal gain.

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Specification 3: In that Sergeant Robert C. Durham, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 20 January 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck, of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting grain therein for personal gain.

Specification 4: In that Sergeant Robert C. Durham, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 28 January 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck, of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting mules, pigs and flour therein for personal gain.

Specification 5: In that Sergeant Robert C. Durham, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 8 February 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck, of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting pigs therein for personal gain.

Specification 6: In that Sergeant Robert C. Durham, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 18 February 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck, of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting grain therein for personal gain.

as to Sergeant Powers

Charge: Violation of the 96th Article of war.

Specification 1: In that Sergeant Guy C. Powers, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 20 January 1944, knowingly and willfully apply to his own use and benefit one 4 ton 4x4 truck, being of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting an Italian civilian therein for personal gain.

Specification 2: In that Sergeant Guy C. Powers, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 6 February 1944, knowingly and willfully apply to his own use and benefit one 2 1/2 ton 6x6 cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting grain therein for personal gain.

as to Corporal Morris, Jr.

as to Sergeant Powers

Charge: Violation of the 96th Article of war.

Specification 1: In that Sergeant Guy C. Powers, 324th Fighter Squadron, about 20 January 1944, knowingly and willfully apply to his own use and benefit one 4 ton 4x4 truck, being of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting an Italian civilian therein for personal gain.

Specification 2: In that Sergeant Guy C. Powers, 324th Fighter Squadron, about 6 February 1944, knowingly and willfully apply to his own use and benefit one 2 1/2 ton 6x6 cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting grain therein for personal gain.

as to Corporal Norris, Jr.

Charge: Violation of the 96th article of war.

Specification 1: In that Corporal Epps L. Norris, Jr., 324th Fighter Squadron, about 30 January 1944, knowingly and willfully apply to his own use and benefit one 4 ton 4x4 truck, being of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting an Italian civilian therein for personal gain.

Specification 2: In that Corporal Epps L. Norris, Jr., 324th Fighter Squadron, about 2 February 1944, knowingly and willfully apply to his own use and benefit one 4 ton 4x4 truck, being of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting an Italian civilian therein for personal gain.

CONFIDENTIAL

PLEAS

(as to Corporal McGee)
To all Specifications and the Charge: Not Guilty.

(as to Sergeant Durham)
To all Specifications and the Charge: Not Guilty.

(as to Sergeant Powers)
To all Specifications and the Charge: Not Guilty.

(as to Corporal Morris, Jr.)
To all Specifications and the Charge: Not Guilty.

FINDINGS

(as to Corporal McGee)
Of Specification 1 of the Charge: Not Guilty.
Of Specification 2 of the Charge: Guilty.
Of Specification 3 of the Charge: Guilty.
Of the Charge: Not Guilty, but Guilty of a violation of the 94th Article of War.

(as to Sergeant Durham)
Of Specification 1 of the Charge: Not Guilty.
Of Specification 2 of the Charge: Not Guilty.
Of Specification 3 of the Charge: Not Guilty.
Of Specification 4 of the Charge: Guilty.
Of Specification 5 of the Charge: Guilty.
Of Specification 6 of the Charge: Guilty.
Of the Charge: Not Guilty, but Guilty of a violation of the 94th Article of War.

(as to Sergeant Powers)
Of Specification 1 of the Charge: Guilty.
Of Specification 2 of the Charge: Guilty.
Of the Charge: Not Guilty, but Guilty of a violation of the 94th Article of War.

(as to Corporal Morris, Jr.)
Of Specification 1 of the Charge: Guilty.
Of Specification 2 of the Charge: Guilty.
Of the Charge: Not Guilty, but Guilty of a violation of the 94th Article of War.

(as to Sergeant Durham)
 Of Specification 1 of the Charge:
 Of Specification 2 of the Charge:
 Of Specification 3 of the Charge:
 Of Specification 4 of the Charge:
 Of Specification 5 of the Charge:
 Of Specification 6 of the Charge:
 Of the Charge:

Not Guilty.
 Not Guilty.
 Not Guilty.
 Guilty.
 Guilty.
 Guilty.
 Not Guilty, but Guilty of a
 violation of the 94th Article
 of war.

(as to Sergeant Powers)
 Of Specification 1 of the Charge:
 Of Specification 2 of the Charge:
 Of the Charge:

Guilty.
 Guilty.
 Not Guilty, but Guilty of a
 violation of the 94th Article
 of war.

(as to Corporal Morris, Jr.)
 Of Specification 1 of the Charge:
 Of Specification 2 of the Charge:
 Of the Charge:

Guilty.
 Guilty.
 Not Guilty, but Guilty of a
 violation of the 94th Article
 of war.

SENTENCES

(as to Corporal McGee)

To be reduced to the grade of Private, to be confined at hard labor, at
 such place as the reviewing authority may direct for three (3) months, and to
 forfeit Forty (\$40.00) Dollars per month for a like period. (No previous con-
 victions considered)

(as to Sergeant Durham)

To be reduced to the grade of Private, to be confined at hard labor, at
 such place as the reviewing authority may direct for six (6) months, and to
 forfeit Forty (\$40.00) Dollars per month for a like period. (No previous con-
 victions considered)

-3-
 CONFIDENTIAL

Case No. 26

1/6/44

Page 4 Cont'd.

CONFIDENTIAL

(as to Sergeant Powers)

To be reduced to the grade of Private, to be confined at hard labor, at such place as the reviewing authority may direct for five (5) months, and to forfeit Twenty-Five (\$25.00) Dollars per month for a like period. (No previous convictions considered)

(as to Corporal Norris, Jr.)

To be reduced to the grade of Private, to be confined at hard labor, at such place as the reviewing authority may direct for four (4) months, and to forfeit Forty (\$40.00) Dollars per month for a like period. (No previous convictions considered)

The sentence as to such accused was adjudged on 25 April 1944.

I do not concur in the court's finding of not guilty of Specification 1 of the Charge against Corporal Charles J. Melee and I do not concur in the court's findings of not guilty of Specifications 1, 2 and 3 of the Charge against Sergeant Robert C. Durham. The sentence as to each accused is approved and will be duly executed. The Air Force Service Command Stockade, Capodichino Air Base, Capodichino, Italy, is designated as the place of confinement.

By command of Brigadier General SAVILLE:

OFFICIAL:

W. H. Rouse
W. H. ROUSE,

Major, Air Corps,
Actg. Adjutant General.

D. G. DUDMAN,
Colonel, I.S.C.,
Deputy Chief of Staff.

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E. G. LUDLAM,
Colonel, G.S.C.,
Deputy Chief of Staff.

OFFICIAL:

W H Reese

W. H. REESE,
Major, Air Corps,
Actg. Adjutant General.

CONFIDENTIAL

CONFIDENTIAL

HEADQUARTERS
XII TACTICAL AIR COMMAND
A.P.O. 374, U.S. ARMY

6 May 1944

GENERAL COURT-MARTIAL)

ORDERS NUMBER.....23)

Before a General Court-Martial which convened at Headquarters XII Air Support Command, A.P.O. 374, U.S. Army, pursuant to Paragraph 7, Special Order Number 45, Headquarters XII Air Support Command, 30 March 1944, was arraigned and tried;

First Lieutenant John G. Hall, O-854627, 314th Fighter Squadron, 324th Fighter Group and
First Lieutenant Eldon M. Stenjem, Jr., O-463970, 314th Fighter Squadron, 324th Fighter Group.

as to First Lieutenant Hall

CHARGE: Violation of the 96th Article of War.

Specification 1: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 30 December 1943, knowingly and willfully apply to his own use and benefit, one 2½ ton 6x6 cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting olive oil and wine therein for personal gain.

Specification 2: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 27 December 1943, knowingly and willfully apply to his own use and benefit, one 2½ ton 6x6 cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting olive oil and wine therein for personal gain.

Specification 3: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 1 January 1944, knowingly and willfully apply to his own use and benefit one 2½ ton 6x6 cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting nuts and flies therein for personal gain.

Specification 4: In that First Lieutenant John G. Hall, 314th Fighter

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CHARGE: Violation of the 96th Article of War

Specification 1: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 30 December 1943, knowingly and willfully apply to his own use and benefit, one 2 1/2 ton 6x6 cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting olive oil and wine therein for personal gain.

Specification 2: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 27 December 1943, knowingly and willfully apply to his own use and benefit, one 2 1/2 ton 6x6 cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting olive oil and wine therein for personal gain.

Specification 3: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 1 January 1944, knowingly and willfully apply to his own use and benefit one 2 1/2 ton 6x6 cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting nuts and figs therein for personal gain.

Specification 4: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 4 January 1944, knowingly and willfully apply to his own use and benefit one 3 ton 4x2 cargo truck (British) of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting olive oil and wine therein for personal gain.

Specification 5: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 11 January 1944, knowingly and willfully apply to his own use and benefit one 2 1/2 ton 6x6 cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting olive oil and wine therein for personal gain.

Specification 6: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 15 January 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting grain therein for personal gain.

CONFIDENTIAL

Specification 7: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 16 January 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting olive oil and wine therein for personal gain.

Specification 8: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 20 January 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting grain therein for personal gain.

Specification 9: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 26 January 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck, of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting nuts, figs and flour therein for personal gain.

Specification 10: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 30 January 1944, knowingly and willfully apply to his own use and benefit one 2 1/2 ton 6x6 cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting grain therein for personal gain.

Specification 11: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 2 February 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting pigs therein for personal gain.

Specification 12: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 6 February 1944, knowingly and willfully apply to his own use and benefit one 2 1/2 ton 6x6 cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting grain therein for personal gain.

service thereof, by transporting gain.

Specification 10: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 30 January 1944, knowingly and willfully apply to his own use and benefit one 24 ton 6x6 cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting grain therein for personal gain.

Specification 11: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 2 February 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting pigs therein for personal gain.

Specification 12: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 6 February 1944, knowingly and willfully apply to his own use and benefit one 24 ton 6x6 cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting grain therein for personal gain.

Specification 13: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 8 February 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting pigs therein for personal gain.

Specification 14: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 15 February 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting pigs therein for personal gain.

Specification 15: In that First Lieutenant John G. Hall, 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 15 February 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting grain therein for personal gain.

CONFIDENTIAL

As to First Lieutenant Stenjem, Jr.

CHARGE I: Violation of the 96th Article of War.

Specification 1: In that First Lieutenant Eldon M. Stenjem, Jr., 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 1 January 1944, knowingly and willfully apply to his own use and benefit one 2 1/2 ton 6x6 cargo truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting chestnuts, figs and flour therein for personal gain.

Specification 2: In that First Lieutenant Eldon M. Stenjem, Jr., 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 28 January 1944, knowingly and willfully apply to his own use and benefit one 5 ton Mercedes-Benz cargo truck, of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof, by transporting chestnuts, figs and flour therein for personal gain.

CHARGE II: Violation of the 94th Article of War.

Specification: In that First Lieutenant Eldon M. Stenjem, Jr., 314th Fighter Squadron, 324th Fighter Group, did, at or near Cercola Air Field, Cercola, Italy, on or about 1 January 1944, knowingly and willfully apply to his own use and benefit one 1/4 ton 4x4 truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof.

PLEAS

(As to Lt. Hall)

To all Specifications and the Charge: Not Guilty.

(As to Lt. Stenjem, Jr.)

To all Specifications and Charges: Not Guilty.

FINDINGS

(As to Lt. Hall)

Of all Specifications of the Charge: Guilty, except the words, "for personal gain", of the excepted words Not Guilty.
Of the Charge: Guilty.

(As to Lt. Stenjem, Jr.)

Of Specification 1, Charge I: Guilty, except the words, "for personal

Specification: In that First Lieutenant Eldon M. Stenjem, Jr., 314th Fighter Squadron, 324th Fighter Group, did, at or near Caracola Air Field, Caracola, Italy, on or about 1 January 1944, knowingly and willfully apply to his own use and benefit one 1/4-ton 4x4 truck of a value of more than \$50.00, property of the United States, furnished and intended for the military service thereof.

PLEAS

(As to Lt. Hall)

To all Specifications and the Charge: Not Guilty.

(As to Lt. Stenjem, Jr.)

To all Specifications and Charges : Not Guilty.

FINDINGS

(As to Lt. Hall)

Of all Specifications of the Charge : Guilty, except the words, "for personal gain", of the excepted words Not Guilty.
Of the Charge : Guilty.

(As to Lt. Stenjem, Jr.)

Of Specification 1, Charge I : Guilty, except the words, "for personal gain", of the excepted words Not Guilty.
Of Specification 2, Charge I : Guilty, except the words, "for personal gain", of the excepted words Not Guilty.
Of Charge I : Guilty.
Of the Specification, Charge II : Guilty.
Of Charge II : Guilty.

GCMC No. 23

6/5/44

Page 4 Cont'd.

CONFIDENTIALSERVICE

(As to each accused)

To forfeit One Hundred (\$100.00) Dollars per month for twelve (12) months, and to be reprimanded by the reviewing authority.

The sentence as to each accused was adjudged on 10 April 1944, pending of not guilty of the words "for personal gain" in the specifications hereinafter. The sentence as to each accused is approved and will be duly executed. In accordance therewith the following reprimands are administered:

To: First Lieutenant John G. Hall, O-954627, 314th Fighter Squadron, 324th Fighter Group, A.P.C. 650, U.S. Army.

You have been found guilty by a General Court-Martial of, between the dates of 20 December 1943 and 18 February 1944 inclusive, knowingly and willfully applying to your own use and benefit, on fifteen occasions, various vehicles, property of the United States, by transporting olive oil, wine, nuts, figs, grain, flour, pigs etc. therein. The punishment provided for these offenses is such as a court-martial may direct except death. In my opinion, it is in dissent with the court on the sentence adjudged. In my opinion, it is grossly inadequate and my approval of the same is not to be construed as a concurrence therewith, but constitutes the sole means at my disposal of assuring that you will not be wholly unpunished for your misconduct.

The application of the vehicles to your own use and benefit was largely accomplished by your employment of enlisted men of your command as drivers of the vehicles to whom you paid large sums from the profits received. Such action on the part of an officer of the Army is almost inconceivable. Not only have you yourself been guilty of criminal offenses but you have caused enlisted men of your command to be parties to your acts. Instead of setting an example for junior officers and enlisted men to follow, as was your duty, you have not only been headless of your own responsibilities but have caused others to commit infractions.

The misapplication of United States vehicles for one's own use and benefit is a most serious offense in itself. The table of maximum punishments in the Manual for Courts-Martial, as applied to enlisted men, provides for a maximum punishment of five years confinement, dishonorable discharge and total forfeitures for each such offense when the value of the property involved is more than \$50 (each vehicle involved in your fifteen offenses exceeded as a

ensuring that you will not go wholly unpunished for your misconduct.

The application of the vehicles to your own use and benefit was largely accomplished by your employment of enlisted men of your command as drivers of the vehicles to whom you paid large sums from the profits received. Such action on the part of an officer of the Army is almost inconceivable. Not only have you yourself been guilty of criminal offenses but you have caused enlisted men of your command to be parties to your acts. Instead of setting an example for junior officers and enlisted men to follow, as was your duty, you have not only been heedless of your own responsibilities but have caused others to commit infractions.

The misapplication of United States vehicles for one's own use and benefit is a most serious offense in itself. The table of maximum punishments in the Manual for Courts-Martial, as applied to enlisted men, provides for a maximum punishment of five years confinement, dishonorable discharge and total forfeitures for each such offense when the value of the property involved is more than \$50 (each vehicle involved in your fifteen offenses exceeded such value). An officer found guilty of such an offense may be punished as a court-martial may direct as noted above. The serious nature of your acts should therefore be obvious to you. Your involvement with Italian civilians in the illegal transactions also constitutes a most reprehensible dereliction on your part.

To: First Lieutenant Eldon M. Stenjem, Jr. 3-463970, 314th Fighter Squadron, 324th Fighter Group, A.P.O. 650, U.S. Army.

You have been found guilty by a General Court-Martial of, on or about 1 January 1944 and 26 January 1944, knowingly and willfully applying to your own use and benefit, on three occasions, various vehicles, property of the United States, and on two of these occasions, of transporting chestnuts, figs, and flour in said vehicles. The punishment provided for these offenses is such as a court-martial may direct, except death. In my opinion, it is grossly inequitable and my approval of the same is not to be construed as a concurrence therewith but constitutes the sole means at my disposal of assuring that you will not go wholly unpunished for your misconduct.

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CONFIDENTIAL

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GMC No. 23

6/5/44

Page 5 cont'd.

CONFIDENTIAL

The application of the vehicles to your own use and benefit was largely accomplished by your employment of enlisted men of your Command as drivers of the vehicles to whom you paid large sums from the profits received. Such action on the part of an officer of the Army is almost inconceivable. Not only have you yourself been guilty of criminal offenses but you have caused enlisted men of your command to be parties to your acts. Instead of setting an example for junior officers and enlisted men to follow, as was your duty, you have not only been heedless of your own responsibilities but have caused others to commit infractions.

The misapplication of United States vehicles for one's own use and benefit is a most serious offense in itself. The table of maximum punishments in the Manual for Courts-Martial, as applied to enlisted men, provides for a maximum punishment of five years confinement, dishonorable discharge and total forfeitures for each such offense when the value of the property involved is more than \$50 (each vehicle involved in your three offenses exceeded such value). An officer found guilty of such an offense may be punished as a court-martial may direct as noted above. The serious nature of your acts should therefore be obvious to you. Your involvement with Italian civilians in the illegal transactions also constitutes a most reprehensible dereliction on your part.

By command of Brigadier General SMITH:

OFFICIAL:

J. J. Morgan

T. J. MORGAN,
Colonel, A.C.D.,
Adjutant General.

D. G. LUDLAM,
Colonel, G.S.C.,
Deputy Chief of Staff.

BY command of Brigadier General S.WILLIAMS:

OFFICIAL:

T. J. Hogan

T. J. HOGAN,
Colonel, A.C.D.,
Adjutant General.

D. G. LUDLAM,
Colonel, G.S.C.,
Deputy Chief of Staff.

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-5-
CONFIDENTIAL

Receipt for
 purchase of all the
 necessary supplies
 for the

Base of Joseph
 was all the things
 needed for the
 outfit

10/10/11

CONFIDENTIAL
 REAR HEADQUARTERS
 ALLIED CONTROL COMMISSION
 Legal Sub-Commission
 APO 994

/jpl

5 June 44

AOC/4083/1/L

Subject: U.S. Court Martial Punishments

To : Regional Legal Officer (thru R.C.) Region V.

1. I recently reviewed a case in which the Italian defendants were convicted of bribery and heavy penalties were inflicted by a Superior Allied Military Court. The case was heard before Major Curry Carter AMS on 25 April 44 at Naples, the defendants being TORIO VINCENZO and PICAROLI VINCENZO.

2. The testimony developed that an American lieutenant (name not disclosed) and Sgt. Marvin Kerie 6880452, presumably both of 314 Fighter Squadron participated in black market operations using an American Military truck and receiving substantial sums of money therefor. In his testimony the sergeant refers to the infliction of some punishment by the Military Authorities.

3. I would be much interested in ascertaining what punishment, if any, was meted out to the lieutenant and the sergeant involved. This information is required only for my own use in connection with the disposition of the above mentioned AMS case.

4. I am writing to you in this regard because I understand the R.C. of Region V is the A.C.C. Liaison officer with the XII Air Force of which the 314 Fighter Squadron is a unit.

RICHARD H. WILMER
 Colonel
 Deputy Chief Legal Officer.

*followed up by
 personal note to RLO Reg 5
 19/6/44 RHW*

CONFIDENTIAL

4083/1 *0* *8792*
 HEADQUARTERS
 ALLIED CONTROL COMMISSION
 R.C. & M.G. SECTION
 APO 394

Ref/307/108/CA

3 June 1944

SUBJECT: U.S. Court Martial Punishments.

TO : Admin. Section (for Legal Sub-Comm.)

Reference your ACC/4083/1/L of 30 May 44 the 314 Fighter Squadron is a unit of the XII Air Force. The J.A.G. is Col. McCartney. Under Executive Memorandum No. 26 the ACC Liaison Officer with XII Air Force is the Regional Commissioner, Region V and it is suggested that the desired information can be most readily obtained through him or his Chief or Deputy Chief Legal Officer, on your behalf.

Thurman E. Fiske

✓
 NORMAN E. FISKE
 Colonel
 Deputy Executive
 Commissioner

4083/1

SUBJECT:- Discipline - Officers.

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HQ, ALLIED ARMIES IN ITALY.

AAI/5063/1/A(P8).
2 Jun 44.

Rear HQ, Allied Control Commission,
Legal Sub-Commission,
A.P.O. 394.

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356

Capt A.G. SARGENT.

Reference your ACC/4083/1/2 dated 29 May 44.

The above-named officer was tried by FCM on 6 Mar 44 and sentenced to
be dismissed the service.

HD/CG.

Brigadier,
DAG.

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That's better "10"

CONFIDENTIAL

REAR HEADQUARTERS
ALLIED CONTROL COMMISSION
Legal Subcommittee
APO 394

RHM/gmf

4023/1.
ACC/4023/0/L

30 May 1944

SUBJECT: U.S. Court Martial Punishments.

TO : RC & MD Section (CAS).

1. I have been just reviewing a case in which the Italian defendants were convicted of bribery and heavy penalties were inflicted by a Superior Allied Military Court. The case was heard before Major Curry Carter AIB on 25 April 1944 at Naples, the defendants being TORIO VINCENSO AND PICAROLI VINCENSO.

2. The testimony developed that an American lieutenant (name not disclosed) and Sgt Mervin Kerle 6880452, presumably both of 314 Fighter Squadron participated in black market operations using an American military truck and receiving substantial sums of money therefor. In his testimony the sergeant refers to the infliction of some punishment by the Military authorities.

3. I would be much interested in ascertaining what punishment, if any, was meted out to the lieutenant and the sergeant involved.

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R. H. WILMER
Colonel, CMC
Deputy Chief Legal Officer.

Copy to: ACC/4143/L

CONFIDENTIAL

PEAR HEADQUARTERS
ALLIED CONTROL COMMISSION
Legal Subcommittee
APO 394

/gwf

ACC/4083/1/1

20 May 1944

SUBJECT: Case of IMPROTA Giuseppe.

TO : "A" Branch HQ AAI.

In proceedings before an Allied Military Court (Superior Court) held at the Tribunale at Naples on 8 March 44 IMPROTA Giuseppe was convicted and sentenced to 7 years imprisonment, one of the charges on which he was convicted being for bribing a British officer with the sum of 35,000 lire for the purpose of obtaining WD transport to carry flour and other commodities from Foggia to Naples.

The name of the officer concerned is Capt. Alfred George SARGEANT (141635) O.C. No. 24 T.M. Stores Coy, attached 156 Transportation Stores Coy, RE.

As the question of sentence is a frequent matter of discussion with the Ministry of Justice and Italian judicial officials it will be of help and interest to this Subcommittee to know if proceedings were taken against Capt. SARGEANT and, if so, what was the outcome?

For your information the case was investigated by 61 Special Investigation Section.

G. R. UPJOHN
Colonel
Chief Legal Officer.

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