

Case of

Edward F. Snyder, Yeoman, first class, U.S. Navy.

November 22, 1915.

26251	NAVY DEPARTMENT
11261	DEC 2 1915
	U.S. NAVY

Record of Proceedings

of a

GENERAL COURT-MARTIAL

convened at

The Navy Yard, Portsmouth, N. H.

by order of

The Secretary of the Navy.

31338

Copy furnished.

Washington, November 3, 1915.

S i r :

Edward F. Snyder, yeoman first class, United States Navy, will be tried before the general court-martial of which you are judge advocate, upon the following charges and specifications.

You will notify the president of the court accordingly, inform the accused of the date set for his trial, and summon all witnesses, both for the prosecution and for the defense:

CHARGE I.

FRAUD, IN VIOLATION OF ARTICLE EIGHT OF THE ARTICLES FOR THE GOVERNMENT OF THE NAVY.

SPECIFICATION.

In that Edward F. Snyder, a yeoman first class in the United States Navy, while attached to and serving on board the United States ship PADUCAN, and assigned to duty as ship's store yeoman of the said vessel, and by virtue of such assignment, employment and service being charged with the care, custody and sale of stores in said ship's store, did sell, knowingly and fraudulently and with intent to defraud other persons in the Navy, at various times between the twentieth day of January, nineteen hundred and fifteen, and the eighth day of September, nineteen hundred and fifteen, on board the said ship, to certain men belonging to the crew of said ship, for amounts in excess of the prices lawfully authorized by the pay officer of the said ship, certain articles from the ship's store, as follows, to wit: Life Buoy soap, chocolate almond bars, pennants, William's shaving sticks, Pebecco tooth paste, Bull Durham tobacco, Cashmere soap, Electro Silicon, Bicycle playing cards, Colgate's tooth paste, fountain-pen ink, peanut butter, Prince Albert tobacco, Epicure tobacco, P. G. soap, Torrey razors, Durham Duplex razors, and fountain pens; thereby making fraudulent overcharges

amounting in the aggregate to one hundred dollars, United States money, or thereabouts.

CHARGE II.

EMBEZZLEMENT, IN VIOLATION OF ARTICLE FOURTEEN OF THE ARTICLES FOR THE GOVERNMENT OF THE NAVY.

SPECIFICATION.

In that Edward F. Snyder, a yeoman first class in the United States Navy, while attached to and serving on board the United States ship PADUCAH, and assigned to duty as ship's store yeoman of the said vessel, and by virtue of said assignment, employment and service being charged with the sale of stores from said ship's store, having sold, knowingly and fraudulently and with intent to defraud other persons in the Navy, at various times between the twentieth day of January, nineteen hundred and fifteen, and the eighth day of September, nineteen hundred and fifteen, on board the aforesaid ship, to certain men belonging to the crew of said ship, certain articles from the said ship's store, as follows, to wit: Life Buoy soap, chocolate almond bars, pennants, William's shaving sticks, Pebecco tooth paste, Bull Durham tobacco, Cashmere soap, Electro Silicon, Bicycle playing cards, Colgate's tooth paste, fountain-pen ink, peanut butter, Prince Albert tobacco, Epicure tobacco, F. G. soap, Torrey razors, Durham Duplex razors, and fountain pens, thereby making fraudulent overcharges amounting in the aggregate to one hundred dollars, United States money, or thereabouts, and he, the said Snyder, having received into his possession the said amount in overcharge, did knowingly and fraudulently misappropriate and apply to his own use and benefit the said amount of one hundred dollars, United States money, or thereabouts, lawful money of the United States.

Jeremiah Daniel
Secretary of the Navy.

First Lieut. Leander A. Clapp,
U.S.N.C., Judge Advocate, Portsmouth, N.H.

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First Day.

Navy Yard, Portsmouth, N.H.,

Monday, November 22, 1915.

The court met at 10:30 a.m.

Present:

Commander John V. Klemann, U.S. Navy,

Paymaster Ben D. McGee, U.S. Navy,

Captain John A. Hughes, U.S. Marine Corps,

Passed Assistant Surgeon Edward V. Valz, U.S. Navy, and

First Lieutenant Frederick R. Hoyt, U.S. Marine Corps,

Members, and Second Lieutenant Arthur J. White, U.S. Marine Corps,
Judge Advocate.

N.O. Foust, stenographer, entered.

The accused entered and stated that he wished to have C.W. Ford and C.H. Brown, of Boston, Mass., act as his counsel; the request was granted and counsel entered.

The judge advocate read the precept, copy appended, marked "A", and also a letter from the Navy Department, dated November 15, 1915, copy appended, marked "B".

The accused stated that he did not object to any member present.

The judge advocate, each member, and the stenographer, were duly sworn.

The accused stated that he had received a copy of the charges and specifications preferred against him about November 1, 1915.

The court was cleared.

When opened, all parties to the trial entered, and the president announced that the court found the charges and specifications in due form and technically correct.

The accused stated that he was ready for trial.

No witnesses were present.

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The judge-advocate read the letter of transmittal, and the charges and specifications, original prefixed, marked "1" and "2", and arraigned the accused, as follows:

Q. Edward F. Snyder, yeoman, first class, United States Navy, you have heard the charges and specifications of charges preferred against you; how say you to the specification of the first charge, guilty or not guilty?

A. Not guilty.

Q. To the first charge, guilty or not guilty?

A. Not guilty.

Q. To the specification of the second charge, guilty or not guilty?

A. Not guilty.

Q. To the second charge, guilty or not guilty?

A. Not guilty.

The prosecution began.

A witness for the prosecution entered and was duly sworn.

Examined by the judge-advocate.

1.Q. What is your name, rank and present station?

A. E.H.Barber, Assistant Paymaster, U.S.Navy, on special temporary duty at the Navy Yard, Portsmouth, N.H.

2.Q. As whom do you recognize the accused?

A. As Snyder, yeoman first class, U.S.Navy;

3.Q. Do you recognize the accused as having been attached to and serving on board the U.S.S. PADUCAH?

A. Yes sir; he was serving on board the PADUCAH in the capacity of ship's store and clothing yeoman from January 20th, approximately, to September 8, 1915.

4.Q. How was the accused so serving in the capacity of yeoman in charge of the ship's store; what instructions did the accused work under as regards the selling of articles in the

ship's store?

A. Well, instructions were contained in the Pay Officer's Manual for conducting the ship's store. He was furnished with a price list, and told to keep it posted.

5.Q. By whom was the accused furnished with this price list that you mention?

A. By myself.

6.Q. Where was the price list kept, or supposed to be kept?

A. A copy was placed on the ship's bulletin board. The original price list was posted on the ship's store right near the door.

7.Q. Were there any other copies, and where were they kept?

A. One copy was given to the ward-room, and one furnished to the commanding officer.

8.Q. Can you remember, at the present time, the prices as established by you, of the various articles contained in the ship's store?

A. No, I cannot remember.

9.Q. Have you in your possession any memoranda, or any record, of these prices which were in effect during the time the accused was in charge of the ship's store?

A. I have the original ship's store ledger, which is in the hand-writing of the accused, which contains the official price list.

The judge-advocate stated that if there was no objection by the accused, he would like to submit the original record of these prices to the witness so that he might testify as to the prices for the various articles sold in the ship's store.

Question by counsel for the accused:

"Do I understand that the witness kept this himself?"

Answer by the witness:

"Yes sir. The entries on the ledger were made by the accused."

Question by the judge-advocate:

"Do you object to the witness being supplied with this memoranda in order to refresh his memory?"

Counsel for the accused:

"No, I do not."

The judge-advocate submitted the ledger to the court, stating that the ledger was the memoranda from which the prices for articles, cost and selling prices, were taken.

The court had no objection to submitting the ledger as requested.

Examined by the judge-advocate.

10.Q. Do you recognize this book as the ledger kept by the ship's store yeoman under your supervision?

A. I do.

11.Q. From the memoranda in your possession, state the selling prices of the following articles: Life Buoy Soap?

A. Four cents a cake.

12.Q. Chocolate almond bars?

A. Three cents each.

13.Q. Pennants?

A. Fifty-five cents each.

14.Q. William's Shaving sticks?

A. Twelve cents.

15.Q. Pebboco Tooth Paste?

A. Thirty-two cents.

16.Q. Fountain-pen ink?

A. Thirteen cents.

17.Q. Did you have fountain-pen ink at other prices?

A. No sir.

18.Q. Peanut butter?

A. Seven cents.

19.Q. Prince Albert Tobacco?

A. Eight cents.

20.Q. Epicure tobacco?

A. Eight cents a can; each one of them.

21.Q. P.G. Soap?

A. Four cents.

a.g.

22.Q. Torrey razors?

A. Eight-eight cents.

23.Q. Durham Duplex razors?

A. \$3.96.

24.Q. Fountain pens?

A. That all depends on the size; do you want the price list of fountain pens?

25.Q. Yes.

A. Fountain pens, 20 S.F., Bakelite, self-filling, \$2.48; number 20-1/2 J.K., \$1.65; number 18, Parker pen, \$1.49.

26.Q. The accused is charged with having committed certain offenses, between January, 1915 and September, 1915; state what you know of the circumstances?

A. Well, after the inventory on September 8th, - it was about September 10th or 12th, I went to the ship's store one night to get a box of cigars, and one of the members of the crew wanted to know if he could buy - -

Counsel for the accused objected to any conversation that was had between the Paymaster and one of the crew in regard to

the ship's store.

The judge-advocate stated that the conversation itself had no direct bearing on the evidence which is about to be produced; that it was merely an incident leading up to the testimony that is about to be given to the court.

Counsel for the accused stated that if the witness desires to say "in consequence of the conversation that he had, in consequence of anything the member of the crew might have said to the witness", he would have no objections; but as to what was said to the witness, he would object to, unless it was said in the presence of the accused.

The judge-advocate had no further remarks to make.

The president of the court stated that there was nothing in the present testimony that could be objected to by counsel for the defense, and the objection was over-ruled.

Counsel for accused:

"Do I understand that, by over-ruling that objection, the Paymaster is now allowed to state to this court any conversation that he may have had with any member of the crew in the absence of the accused?"

President of the Court:

"The court does not yet know what the Paymaster is about to testify to; if, in the testimony the Paymaster testifies to something to which you object, then you can make your objections after his testimony is given."

Witness continues testimony:

"Some almond bar. I told him that I did not have a price list."

Counsel for accused:

"This conversation I object to. A conversation of this

nature is not admissible in any court; it is not admissible in any jurisdiction in the United States, and I do not see why it should be admissible here. Any conversation with a member of the crew, in the absence of the accused is not admissible by any rules of evidence. I therefore object. This member of the crew, I might add, might say in the absence of the accused that the accused committed murder, and it would be just as much his right to testify to that as it would be to testify to what he is now trying to testify to. This conversation with a member of the crew is not admissible either for or against the accused. And, as I have already stated, I have no objection to the Paymaster saying that he, in consequence of any conversation that he may have had, he did this, that, or the other, but the conversation, and I believe you gentlemen will bear me out in it, is not admissible on any ground."

The judge-advocate withdrew the question.

27.Q. On or about September 10th, did you have occasion to go to the ship's store for any purpose whatever, and if so, as a consequence of a conversation with a member of the crew, did you or did you not find that any irregularities had been going on in the store; if so, state briefly what they were?

Counsel for the accused objected to this question.

The court over-ruled the objection.

Counsel for the accused took exceptions, and stated that any rights that he might have by the over-ruling of this objection would be saved.

Witness continues testimony:

"I ascertained that the accused had been selling almond bars at the rate of five cents each, or three for a dime; I then reported the matter to the

commanding officer, and he ordered a board to investigate the irregularities in the ship's store.

28.Q. Do you know if the members of the crew on the U.S.S. PADUCAH had any means of knowing the correct selling prices of articles in the ship's store; if so, what were they?

A. To the best of my knowledge the price list was kept posted on the door of the ship's store. Only on one occasion did I notice the price was not posted, and the accused explained that it had blown down. He was instructed to replace it. I saw the price list there on several occasions afterwards.

Cross-examined by counsel for the accused.

29.Q. Does the accused come directly under your supervision for any great length of time, that is, as officer or other-wise; have you had any occasion to meet him, or come in contact with him?

A. From about January 1, 1915, to the present time.

30.Q. And other than finding out the discoveries which you have testified to, so far as you could observe, his character has been good?

A. Excellent.

31.Q. And the information you received so far as irregularities were concerned was from conversation that you had with either a member, or members, of the crew, in the absence of the accused, was it not, Paymaster?

A. No sir, I received my information through a Board of Investigation. I was present during the investigation.

32.Q. And that information was what they told you?

A. What they told the Board.

33.Q. What they told the Board?

A. Yes sir.

34.Q. That is the only way you got your information?

A. Yes sir.

The court was cleared.

When opened, all parties to the trial entered, and the president announced that the court had no questions to ask this witness.

Neither the court, the judge-advocate, nor counsel for the accused had any further questions to ask this witness.

The witness verified his testimony, was duly warned and withdrew.

A witness for the prosecution entered and was duly sworn.

Examined by the judge-advocate.

1.Q. What is your name, rate and present station?

A. F.H.Sturner, Quartermaster, third class, serving on board the U.S.S.PADUCAH, Navy Yard, Portsmouth,N.H.

2.Q. As whom do you recognize the accused?

A. I recognize the accused as E.F.Snyder, yeoman, first-class, formerly on board the PADUCAH.

3.Q. What were the duties of the accused on board the U.S.S.PADUCAH?

A. Canteen yeoman, sir, and G.S.K.Yeoman.

4.Q. Did you at any time between January 20,1915, and September 8,1915, purchase any articles in the ship's store; if so, in what quantities, and at what prices for each article?

A. Yes sir. I bought Bull Durham, not less than fifty at five cents a pack; Life Buoy soap, not less than ten, five cents per bar; P.G.Soap, not less than ten, five cents per bar; chocolate almond bars, not

less than fifty, three for a dime; Epicure tobacco, not less than five, ten cents per can; Prince Albert Tobacco, not less than five, ten cents per can; candy, half pound boxes, not less than fifteen, fifteen cents per box. That is about all.

5.Q. Were these articles, articles that were regularly carried in the ship's store?

A. Yes sir.

Cross-examined by counsel for the accused.

6.Q. Mr. Starnner, you saw the prices posted up there in the ship's store, did you not?

A. No sir.

7.Q. Were they posted up?

A. Not that I know of; I never saw them.

8.Q. You never saw the prices?

A. No sir.

9.Q. So you had no knowledge as to the prices otherwise than that which you gained from Mr. Snyder?

A. Yes sir; I found out the prices from Mr. Snyder.

10.Q. Most of your purchases were on credit were'nt they?

A. No sir.

11.Q. You had considerable credit there didn't you?

A. Yes sir, I had credit then.

12.Q. There was a time that Mr. Snyder told you that you could not have any further credit, was there not?

A. Not as I remember.

13.Q. Didn't he tell you that your credit was exhausted?

A. No sir, I cannot remember any time.

14.Q. Did he say that he told you that your credit was exhausted?

A. Yes sir.

15.Q. You now say that he did tell you that?

A. Yes sir.

16.Q. But your credit stopped, didn't it, for some reason?

A. Well, he was taken out of the canteen; he was taken sick.

17.Q. And you never had a quarrel with him about it?

A. No sir.

18.Q. And you didn't think you were paying, when buying these various articles, anything beyond the regular prices charged by the Navy Regulations?

A. No sir.

19.Q. And you never made any complaint that you were being charged more than you ought to be?

A. No sir.

20.Q. There is a tin container for this P.G. soap, is there not?

A. I am not sure; I don't know, sir.

21.Q. You paid forty cents for a container?

A. No sir, I never bought a container.

22.Q. You never paid over four cents a bar?

A. Yes sir, a nickel a bar for it.

23.Q. Did you ever seek to inquire whether you were paying too much or not?

A. Yes sir.

24.Q. When did you first inquire if you were paying more than you ought to pay for it, between January and September, 1915?

A. I don't remember, sir.

25.Q. From whom did you inquire as to whether you were paying too much?

A. Snyder.

25.Q. What did Mr.Snyder tell you when he replied to your inquiry?

A. Four cents a bar for P.G.soap.

26.Q. After he told you four, you didn't pay him five?

A. Yes sir.

27.Q. How was it you paid him five when he told you it was only four?

A. J.W. A. I laid down a nickel and did not wait for change.

28.Q. You knew the price was four cents?

A. Yes sir.

Reexamined by the judge advocate.

29.Q. By whose authority were you extended credit in the ship's store?

A. By Snyder.

30.Q. You were then not extended credit by authority *of the* Paymaster?

A. No sir.

31.A. Did you know that it was illegal to extend credit in the ship's store?

A. No sir.

Neither the court, the judge advocate, nor counsel for the accused had any further questions to ask this witness.

At the request of the judge-advocate, the witness was directed to report to-morrow at 9:30 o'clock a.m., to correct his testimony, or verify the same, and, after being duly warned, he withdrew.

A witness for the prosecution entered and was duly sworn.

Examined by the judge-advocate.

1.Q. What is your name, rate and present station?

A. Thomas Ward, Oiler, serving on board the

U.S.S. PADUCAH, Navy Yard, Portsmouth, N.H.

2.Q. As whom do you recognize the accused?

A. Snyder.

3.Q. Was he formerly serving on board the PADUCAH?

A. Yes sir.

4.Q. Do you know what his rate is?

A. Yeoman, I think, sir.

5.Q. Did you have occasion between January, 1915, and September 8, 1915, to make purchases in the ship's store; if so, what articles did you purchase, in what quantities, and what price did you pay for each article?

A. Well, sir, I purchased a fountain pen from him. I gave \$2.50 for it. I also purchased a pipe, and I gave 25 cents for that.

6.Q. Do you remember the name of the make of the fountain pen that you purchased?

A. Parker, sir.

7.Q. Was it self-filling, or the ordinary kind?

A. Self-filling.

8.Q. From whom did you purchase these articles?

A. From Snyder, sir.

9.Q. The accused?

A. Yes sir.

Cross-examined by counsel for the accused.

10.Q. Did you pay for the fountain pen?

A. Yes sir.

11.Q. When you purchased it?

A. Yes sir.

12.Q. Didn't you get credit for that?

A. No sir, I paid cash for that.

13.Q. \$2.50?

A. \$2.50.

- 14.Q. When did you buy it?
A. I could not exactly say what date it was.
Some time between May or June somewhere.
- 15.Q. What year?
A. 1915.
- 16.Q. What did you do with it?
A. I kept it to write with.
- 17.Q. Have you got it now?
A. I have it in the ship, yes sir.
- 18.Q. Do you use it now?
A. Yes sir.
- 19.Q. You paid what for it?
A. \$2.50.
- 20.Q. Did you know the regular price of this fountain pen?
A. No sir, I did not.
- 21.Q. Do you know the regular price now?
A. No sir, I do not.
- 22.Q. Did you ever say to Mr. Snyder that you paid too much for it?
A. No sir.
- 23.Q. You say you purchased it between May and June?
A. Somewhere in between May and June.
- 24.Q. Outside of the pipe, did you ever purchase anything else from Snyder?
A. Yes sir, I have bought tobacco from him.
- 25.Q. Do you remember the price that you paid?
A. No sir.
- 26.Q. How do you happen to remember so distinctly the price you paid for the fountain pen?
A. I told him I wanted it and he told me it was

\$2.50.

27.Q. Don't you know, Mr. Ward, that there weren't any fountain pens for sale until after June, 1915?

A. Until after June?

28.Q. Yes?

A. This was some time in June I got this one, sir.

29.Q. Quite sure of that?

A. Either June or July?

30.Q. You said May or June, which is it?

A. I should rather say June.

31.Q. How is it, if these were no fountain pens on sale until July you bought it in June? *W. J. W.*

A. Well, I could not exactly say what time it was.

32.Q. Anybody with you when you bought it?

A. No sir.

33.Q. You simply went up and asked him the price and he said \$2.50 and you paid for it?

A. Yes sir.

34.Q. When did you first talk about when you purchased this pen to anybody, outside of now?

A. When I was called up.

35.Q. By whom?

A. Mr. Rogers.

36.Q. That was the Board of Inquiry?

A. Yes sir.

37.Q. Did you then state that you purchased this in May?

A. I told him I didn't know exactly. I told him in May or June; I didn't know exactly.

38.Q. I suppose you can produce this fountain pen so we may look it over?

A. Yes sir; I have it on board the ship.

39.Q. You have it on board the ship?

A. Yes sir.

Neither the court, the judge advocate, nor counsel for the accused had any further questions to ask this witness.

At the request of the judge-advocate, the witness was directed to report to-morrow at 9:30 a.m., to correct or verify his testimony, and, after being duly warned, he withdrew.

A witness for the prosecution entered and was duly sworn.

Examined by the judge-advocate.

1.Q. What is your name, rate and present station?

A. Thomas P. Fields, Seaman, on board the U.S.S. PADUCAH, Navy Yard, Portsmouth, N.H.

2.Q. As whom do you recognize the accused?

A. E.F. Snyder, formerly attached to the U.S.S. PADUCAH.

3.Q. Did you at any time, between January, 1915 and September, 1915, make any purchases in the ship's store; if so, what articles did you purchase, in what quantities, as nearly as you can remember, and what price did you pay for each article?

A. A fountain pen, \$3.75; 5 bars Life Buoy soap, five cents a bar; naphtha soap, twenty bars, five cents a bar; Hershey's chocolates, about three for ten is what they sold it for, five bars; two plugs chewing tobacco, forty cents a plug; that is about all.

4.Q. From whom did you purchase these articles?

A. E.F.Snyder.

Crossexamined by counsel for the accused.

5.Q. You don't mean to state to this court that you paid \$3.75 for a fountain pen?

A. Yes sir.

6.Q. Quite sure of that?

A. Yes sir.

7.Q. Did you buy that on credit?

A. No sir.

8.Q. Paid for it in cash?

A. I bought the first pen on credit, for \$2.50 and some one took that out of my ditty box, and then I bought this one and I can't quite remember whether I bought the second one on credit or paid cash for it.

9.Q. You cannot remember whether you paid for it or not?

A. I don't remember. But I think I paid cash for it.

10.Q. Are you sure of that?

A. Quite sure.

11.Q. Didn't you think it was rather high at the time you purchased it?

A. I didn't know.

12.Q. What kind of a pen was it?

A. I forgot the name of it,- Barlite, or something like that.

13.Q. Was it a self-filling pen?

A. Yes sir.

14.Q. Have you got it now?

A. It is over in town in my room.

- 15.Q. Do you own it now?
- A. Yes sir.
- 16.Q. In other words, did anybody steal that from you?
- A. No sir.
- 17.Q. Was that the fountain pen you bought from Snider?
- A. Yes sir.
- 18.Q. What did you pay for the first one?
- A. \$2.50.
- 19.Q. When did you buy it?
- A. In May or April.
- 20.Q. In what year?
- A. 1915.
- 21.Q. You think it was in May or April?
- A. Either May or April. I have two slips in my ditty box now, receipts.
- 22.Q. And you paid \$2.50 for that one?
- A. \$2.50 for the first one.
- 23.Q. Pretty good pen?
- A. Yes sir.
- 24.Q. You are sure somebody stole it from you?
- A. Yes sir.
- 25.Q. When did that pen disappear?
- A. It was about a month afterwards.
- 26.Q. After you purchased it?
- A. Yes sir.
- 27.Q. Some time in either May or June?
- A. Yes sir.
- 28.Q. Then after it disappeared, you bought this one, for which you paid \$3.75?
- A. Yes sir.
- 29.Q. Did you have any conversation with Snider when you

bought this one, for which you paid \$3.75?

A. He spoke to me. I was going to get the same kind of pen.

30.Q. What did you say to him?

A. I didn't say anything then.

31.Q. What did he say to you?

A. He said he had a pen which sold for \$4.50, but that he would sell it to me for \$3.75, because it had a chip in the cap, - a chip was broken out of the cap.

32.Q. Because it had a chip broken out?

A. Yes sir.

33.Q. Did you say anything further to him?

A. No sir; only said I would buy it.

34.Q. You said you would buy it?

A. Yes sir.

35.Q. You don't know whether you got it on credit?

A. I don't quite remember.

36.Q. Did you owe anything to Mr. Snider at that time; had you paid all up that you owed?

A. Yes sir.

37.Q. Who did you pay?

A. Snider.

38.Q. Did you say anything to Mr. Snider about \$3.75 being a high price to pay for a fountain pen?

A. No sir.

39.Q. You had it, say, since last June?

A. Well, the second fountain pen I had, it was either June or July, I have a receipt.

40.Q. And you do not remember the name of it now?

A. No sir, it was a self filling pen.

41.Q. But you don't remember the name of the fountain pen?

A. No sir; Barlita, or something like that.

42.Q. That is as near as you can remember it?

A. That is as near as I can remember it.

43.Q. Did you see the list of prices of these articles posted up there at all?

A. No sir.

D. J. W.
44.Q. Did you ever have any conversation with Snyder as to whether ^{or} _A not he charged too much for any articles that you bought?

A. No sir.

45.Q. You simply bought the articles and paid him what he told you the price was?

A. Yes sir.

46.Q. When did you first learn that you had paid too much for any of these articles?

A. When Snyder was accused.

47.Q. Who told you that you paid too much?

A. I saw the slip posted in the canteen there.

48.Q. That was the first time you saw it posted?

A. Yes sir.

49.Q. Who called it to your attention?

A. Nobody called my attention to it. I simply noticed it up there, and I looked it over.

50.Q. Did you volunteer to the Court of Inquiry the information that you gave in this court; who asked you first how much you paid for these articles?

A. They first passed the word, and the men asked me if I had bought fountain pens.

51.Q. Who asked you about the price of it?

A. Mr. Rogers.

52.Q. Did he ask you about the price you paid for various other articles you mentioned?

A. No sir, the fountain pen was all.

It was the Paymaster that asked me, I thought it was Mr. Rogers. It was the Paymaster.

53.Q. Is this the first time that you told what you paid for soap to anybody?

A. Yes sir.

54.Q. Mr. Rogers asked you what you paid for the fountain pen; did he then ask you the name of the pen?

A. The Paymaster is the one that asked me.

55.Q. Did he ask you what kind of pen?

A. No sir. I showed it to him and he told me the name of it.

56.Q. Since then you have forgotten?

A. Yes sir.

Neither the court, the judge advocate, nor counsel for the accused had any further questions to ask this witness.

At the request of the judge advocate, the witness was directed to report tomorrow at 9 o'clock a.m., to correct or verify his testimony, and, after being duly warned, he withdrew.

A witness for the prosecution entered and was duly sworn.

Examined by the judge-advocate.

1.Q. What is your name, rate and present station?

A. O.E. Logsdon, seaman, U.S. Navy, attached to and serving on board the U.S.S. PADUCAH, Navy Yard, Portsmouth, N.H.

2.Q. As whom do you recognize the accused?

A. E.F. Snyder, Yeoman first class, attached to the PADUCAH.

3.Q. Did you at any time between the dates of January 20, 1915 and September 8, 1915 purchase any articles in the ship's store; if so, what were these articles, in what quantities and what prices did you pay for the various articles?

A. I bought candy at fifteen cents a box.

4.Q. How many boxes?

A. I could not say just how many I bought.

5.Q. Did you buy more than one?

A. Yes sir.

6.Q. Did you buy two?

A. Yes sir.

7.Q. Did you buy more than two?

A. Yes sir.

8.Q. Did you buy three?

A. I could not say just how many I bought.

9.Q. You know that you bought two?

A. Yes sir.

10.Q. What else?

A. I bought soap at four cents a bar.

11.Q. What kind of soap?

A. Life Buoy.

12.Q. How much did you buy?

A. I could not say just how much.

13.Q. Did you buy more than two?

A. Yes sir.

14.Q. Did you buy more than ten?

A. Yes sir.

Counsel for the accused:

"I do not see that the price of the soap is in dispute. All the witnesses admitted that they paid four

cents for the soap."

The President of the Court:

"You cannot control what the witness is going to say."

Counsel for the accused:

"I supposed it was an unnecessary waste of time, as they admitted that they paid four cents for the soap, and it does not show the accused guilty of anything."

Examined by the judge-advocate:

15.Q. What did you pay for the soap that you purchased?

A. Four cents a bar.

16.Q. Did you purchase any other articles that you remember?

A. I bought peanut butter, at ten cents a glass.

17.Q. How many glasses did you buy?

A. I could not say just how many I bought.

18.Q. Did you buy more than one?

A. Yes sir.

Cross-examined by counsel for accused:

19.Q. You know the regular price of all the articles that you purchased, didn't you?

A. No sir.

20.Q. Weren't they posted?

A. I never seen any list.

21.Q. You never saw any list posted there at all?

A. No sir.

Reexamined by the judge-advocate.

22.Q. From whom did you purchase these articles?

A. E.F.Snyder, sir.

Neither the court, the judge advocate, nor counsel for the accused had any further questions to ask this witness.

At the request of the judge-advocate, the witness was directed to report to-morrow at 9:30 o'clock, a.m., to correct

or verify his testimony, and, after being duly warned, he withdrew.

A witness for the prosecution entered and was duly sworn.
Examined by the judge advocate.

1.Q. What is your name, rate and present station?

A. Gustave A. Anderson, seaman, attached to the U.S.S. PADUCAH.

2.Q. As whom do you recognize the accused?

A. I recognize the accused as E.F. Snyder, Yeoman, first class, formerly attached to the PADUCAH, Navy Yard, Portsmouth, N.H.

3.Q. Did you make any purchases in the ship's store between January, 1915 and September 8, 1915; if so, state what articles you purchased, how many of each, and what price you paid?

A. I bought two auto-strop razors at \$3.75 and Colgate's Tooth Paste at 25 cents.

4.Q. How many?

A. Two, and silicon not less than three at ten cents.

5.Q. Did you buy any other articles that you recall?

A. Yes sir; several more but I cannot remember.

6.Q. Did you purchase any games of any kind?

A. I purchased cards at twenty cents. I bought three.

7.Q. What kind of cards?

A. Playing cards.

8.Q. Do you remember the name of the playing cards that you bought?

A. No sir, I don't remember the name; the regular price was 17 cents I think.

9.Q. Is that all?

A. I think there was one more article.

10.Q. From whom did you purchase these articles?

A. E.F.Snyder.

11.Q. Did you pay cash for these articles?

A. Yes sir.

Crossexamined by counsel for accused?

12.Q. When were you on this ship; how long?

A. November 2, 1914.

13.Q. How long have you been on?

A. Until the present time.

14.Q. Did you ever see a price list?

A. I saw one at the beginning of the year.

15.Q. Where was it?

A. Posted in the canteen.

16.Q. And after seeing the price list, did you make any purchases?

A. Yes sir. That was a long time after I saw the price list, I was on a different ship.

17.Q. And after seeing the price list you did not inquire into the price of the articles when you bought them?

A. The price list was not up there at that time.

18.Q. Did you see what the price of Colgate's Tooth Paste was?

A. The only time I bought tooth paste I paid cash for it, after I ran an account.

a.j.
19.Q. You had credit?

A. Yes sir, I had credit for some time.

20.Q. Did you ever inquire of Mr.Snyder the price of the articles that you purchased?

A. No sir.

21.Q. You simply bought what you wanted and had it chalked up?

A. Yes sir.

22.Q. So that when you went to purchase anything, you did not know the price of it at all?

A. Yes sir, I found out later on, when I paid my account.

23.Q. What did you find out later on was the price of Colgate's Tooth Paste?

A. I found it was fifteen cents.

24.Q. Two for a quarter?

A. Fifteen cents each.

25.Q. Couldn't you buy two for a quarter?

A. Two for fifty cents.

26.Q. I thought you said a moment ago you could buy two for a quarter? When did you find out it was fifteen cents instead of 25 cents?

A. When Mr. Rogers had me up on the quarter deck.

27.Q. How long ago was that?

A. In September, 1915.

28.Q. Last September?

A. Yes sir.

29.Q. Did you tell Mr. Rogers that you paid ten cents more than the regular price?

A. Yes sir.

30.Q. Did you see Mr. Snyder at that time?

A. No sir.

31.Q. Did you have any conversation with Snyder at that time, at all?

A. No sir.

32.Q. Did you ever find out the regular price of playing cards that you purchased?

A. Yes sir.

33.Q. Who did you find that out from?

A. Mr. Rogers.

34.Q. Did Mr. Rogers show you all the prices?

A. We were up on the quarter deck and he read them off.

35.Q. He read them off?

A. Yes sir.

36.Q. And after Mr. Rogers read off the prices, you volunteered the information that you paid more than the regular price?

A. I paid cash for the cards.

37.Q. You paid cash for the cards?

A. Yes sir.

38.Q. How many different kinds of playing cards were there?

A. Just one kind; I bought three packs.

39.Q. There was only one brand of cards?

A. Yes sir, one brand.

40.Q. Weren't there other brands?

A. No sir.

41.Q. How much did you pay for them?

A. Twenty cents a pack.

42.Q. So you paid sixty cents for three packs?

A. Yes sir.

43.Q. When did you buy them?

A. In July, 1915.

44.Q. What did you buy three at a time for?

A. Because I was away on the barge at the time, and ^{the} the ship was farther off. I was away from the ship.

45.Q. So you laid in a supply, so to speak, of playing cards?

A. Yes sir.

46.Q. Do you want to change your testimony that you only bought one pack, on your direct examination?

A. No sir, I bought three packs.

47.Q. Have you any of these playing cards now?

A. No sir.

48.Q. What was the name of these playing cards?

A. I don't remember the name.

49.Q. Did you pay cash for them or get credit?

A. I paid cash for them.

50.Q. To Snyder?

A. Yes sir.

51.Q. Did you ask him if he had any other kind of playing cards than those that you purchased?

A. No sir.

52.Q. Was there any dispute?

A. No sir.

53.Q. Have you since found out the price of these playing cards?

A. Yes sir.

54.Q. What is the price?

A. Seventeen cents.

55.Q. Haven't you found out the name?

A. No sir. There was only one brand in the canteen at the time.

Neither the court, the judge advocates, nor counsel for the accused had any further questions to ask this witness.

At the request of the judge-advocate, the witness was directed to report to-morrow at 9:30 a.m., to correct or verify his testimony and, after being duly warned, he withdrew.

The court at 12:20 p.m., adjourned to meet to-morrow at 10:00 o'clock a.m.

Second Day.

Navy Yard, Portsmouth, N.H.,

Tuesday, November 23, 1915.

The court met at 10:30 a.m.

Present: All the members of the court, the judge-advocate, the stenographer, the accused and his counsel.

No witnesses were present.

The record of proceedings of yesterday, the first day of the trial was read.

Counsel for the accused:

"I would like to have a ruling of this court to the exceptions that counsel for the accused took yesterday, where an objection was over-ruled by the court, and counsel stated that any rights that he might have by the over-ruling of this objection would be saved. You nodded your head, but did not say anything. I would like to have it on record what the ruling of the court was."

President of the court:

"I didn't say anything."

Counsel for the accused:

"I know you didn't say anything."

President of the court:

"Because there was nothing further to be said."

Counsel for the accused:

"And I would like to have it on record. I want to know if that could be put down there, that the court made no remarks. The court is now requested by counsel for the accused to make some remarks. All I want to know is, that if we have any rights, they will be saved."

President of the court:

"I don't quite understand just what you are trying to get at."

Counsel for the accused:

"I don't quite understand what you mean by that, sir."

President of the court:

"Just please state what it is that you desire the court to do, and give reasons therefor."

Counsel for the accused:

"I would state that if by the over-ruling of my objection, the defendant has any rights, I would like them saved."

The court was cleared.

When opened, all parties to the trial entered, and the president announced that any ruling of the court is subject to revision by the reviewing authorities, who will decide whether or not any rights of the accused have been impaired by a decision of the court.

Counsel for the accused:

"Then do I understand by that, Mr. President, that no decision has been arrived at by the court?"

President of the court:

"The court has announced its decision."

Counsel for the accused:

"I do not understand that this is a ruling by the court; it seems to be an instruction to the counsel for the defendant."

President of the court:

"The court does not consider any further statements necessary."

F.H.Sturner, Quartermaster, third class,U.S.Navy, who had previously testified was called before the court, informed that the oath previously taken was still binding, and stated that he had had read over to him the testimony given by him on Monday, the first day of the trial, pronounced it correct and withdrew.

Thomas Ward, Oiler,U.S.Navy, who had previously testified was called before the court, informed that the oath previously taken was still binding, and stated that he had had read over to him the testimony given by him on Monday, the first day of the trial, pronounced it correct and withdrew.

Thomas P.Fields, seaman,U.S.Navy, who had previously testified, was called before the court, informed that the oath previously taken was still binding, and stated that he had had read over to him the testimony given by him on Monday, the first day of the trial and pronounced it correct.

Before this witness withdrew, counsel for the accused desired to further cross-examine him.

Cross-examined by counsel for accused.

57.Q. What did you state yesterday you paid for that fountain pen?

A. Which one, the first one?

58.Q. The one you have now.

A. Well, for the first one I paid \$2.50 and the second one \$3.75.

59.Q. \$3.75 for the second one.

A. Yes sir.

Reexamined by the judge-advocats.

60.Q. Did you at any time after having purchased the articles to which you have testified, learn that you had been over-charged for the same?

A. Why, after Snyder was accused, sir; after I had seen the list.

61.Q. Did the accused at any time refund to you these over-charges?

A. No sir.

Recross-examined by counsel for accused.

62.Q. You don't know now that you had been over-charged, do you?

A. Yes sir.

63.Q. By seeing the list?

A. Yes sir.

64.Q. Was it by seeing the list that you formed your opinion that you were overcharged?

A. Yes sir.

65.Q. When did you last see the list?

A. I don't remember, sir, when I last seen it. I don't know when it was.

66.Q. Did you see it posted?

A. Yes sir.

67.Q. Where?

A. It is posted in the canteen, sir.

68.Q. When?

A. After Snyder was accused.

69.Q. Did you ever see it posted before Snyder was accused?

A. No sir.

70.Q. When was the last time you saw it?

A. Why, I seen it this morning.

71.Q. Who showed it to you?

A. Nobody showed it to me.

72.Q. Where did you see it?

A. On the canteen, sir.

73.Q. How did you happen to see it?

A. I walked by there; I was going to the scuttle butt to get a drink; when we go to get a drink we pass the bulletin board on the canteen, there, and as I passed it I glanced at it. I generally glanced at it when I passed.

74.Q. Do you generally glance at the price list?

A. Couldn't hardly help it, sir. Yes sir.

75.Q. You didn't help yourself by glancing at it before Snyder was accused, did you?

A. There was no price list there to glance at, sir.

76.Q. How did you happen to glance at it this morning?

A. I just happened to glance at the bulletin board and took a glance at that.

77.Q. Well, was it for the purpose of verifying your memory of yesterday that you glanced at the bulletin board this morning?

A. No sir.

78.Q. How did you happen to glance at it?

The judge-advocate objected to this question on the ground that the witness has already testified, or explained, how he happened to see it, by a casual glance in passing the canteen, *V. G. W.* and it would seem that the manner of bringing out testimony by counsel for the accused savors of a desire to confuse the witness or to brow-beat him.

The objection was over-ruled by the court and the witness instructed to answer the question.

A. Well, as I said before, you could not help seeing it on the bulletin board as you passed by. As you go to get a drink you pass the canteen, and it is the custom to look on the bulletin board

to see if there is any new orders posted. Most any person will glance at it, at the price list because it is right next to the bulletin board.

79.Q. That is how you happened to glance at it this morning, isn't it, Mr. Fields?

A. Yes sir, exactly.

80.Q. Now when you bought this fountain pen for which you paid \$3.75; why didn't you follow out your custom and glance at the price list first?

A. There was no price list there.

81.Q. When you bought the other fountain pen was there a price list there?

A. No sir.

82.Q. When you purchased this fountain pen from Mr. Snyder, did you ask him why there wasn't a price list posted?

A. No sir.

83.Q. What did you purchase this morning?

A. From the canteen, sir?

84.Q. Yes.

A. Nothing.

85.Q. How did you happen to go in there?

A. I didn't say I went into the canteen, sir.

86.Q. Didn't you go in?

A. I only passed there; I walked by.

87.Q. And as you went by, you glanced at the price list?

A. I went by the bulletin board as I went to get a drink of water and that is how I happened to glance at it.

88.Q. Now, Mr. Fields, I want to ask you this question, from January up to the time that you heard Mr. Snyder accused, have you ever seen in the canteen or in the ship's store-room

a price-list posted?

A. I had never seen one posted on the canteen, or store-room.

89.Q. So that you had never seen a price list?

A. No sir.

90.Q. So that at any time when you wanted to purchase something from the ship's store you had to take the word of the man who was presiding over the store-room, or canteen, as the case may be?

A. Yes sir.

91.Q. During the progress of this trial, has the price list been called to your attention?

A. No sir.

92.Q. So that you don't know at the present time what the prices are for, say, fountain pens, soap, tooth paste, etc.?

A. Yes sir, I know now sir.

93.Q. You didn't know there was a printed price-list?

A. I know the list that is on the canteen now, sir.

94.Q. When was that placed there, do you know?

A. After Snyder was accused.

95.Q. Do you know who placed it there?

A. I do not, sir.

96.Q. Is it there now?

A. Yes sir.

97.Q. The price list, so far as you understand it, Mr. Fields, should be posted on the bulletin board, should it not?

A. I think it is supposed to be posted on the canteen, as far as I know.

98.Q. On the canteen bulletin board?

A. On the canteen bulletin board.

99.Q. It should be posted on the canteen?

A. Yes sir, it is posted.

100.Q. And during the interval between January and September, 1915, you never saw it?

A. I never seen it.

Neither the court, the judge advocate, nor counsel for accused had any further questions to ask this witness.

The witness verified his testimony, was duly warned, and withdrew.

Orville E. Logsdon, seaman, U.S. Navy, who had previously testified, was called before the court, informed that the oath previously taken was still binding, and stated that he had had read over to him the testimony given by him on Monday, the first day of the trial and pronounced it correct and withdrew.

Gustave A. Anderson, seaman, U.S. Navy, who had previously testified, was called before the court, informed that the oath previously taken was still binding, and stated that he had had read over to him the testimony given by him on Monday, the *A. J. H.* first day of the trial and pronounced it correct.

Before this witness withdrew, counsel for the accused desired to further cross-examine him.

Cross-examined by counsel for accused.

55.Q. Mr. Anderson, when you testified yesterday that you saw a price-list posted in the canteen, when did you state that you saw it?

A. At the beginning of the year, sir.

57.Q. That is, the beginning of 1915?

A. Yes sir.

58.Q. About January?

A. Yes sir.

59.Q. When you went in you saw this price list still there?

A. Yes sir.

60.Q. Still posted?

A. Yes sir.

61.Q. When was it taken down or moved?

A. As near as I can remember, it was March.

62.Q. So that you remember this price list having been posted from January until March?

A. Yes sir.

63.Q. After which you didn't see it?

A. No sir.

Neither the court, the judge-advocate, nor counsel for the accused had any further questions to ask this witness.

The witness verified his testimony, was duly warned, and withdrew.

The reading of the record of yesterday was completed and the record was approved.

The judge-advocate requested permission to recall Assistant Paymaster E.H.Barber, U.S.Navy, the first witness for the prosecution, to bring out further facts with regard to the charges and specifications.

There being no objection by the court, or counsel for the accused, Assistant Paymaster E.H.Barber, U.S.Navy, was recalled as a witness for the prosecution, and, having been informed by the court that his oath previously taken was still binding, testified as follows:

Re-examined by the judge-advocate.

35.Q. You have previously testified to the selling prices of certain articles in the ship's store; will you explain how and by what authority these selling prices were established?

A. An Act of Congress, approved June 24, 1910, authorized a profit of articles sold in the ship's

store not to exceed fifteen percent, and based on the original cost price, it was endeavored to make a profit not to exceed fifteen per cent, generally about ten per cent.

36.Q. Who fixed the selling prices of articles for sale?

A. The supply officer.

37.Q. You also stated the authorized selling prices for certain articles that were carried in the ship's store in your testimony; will you state from memory, if possible, the authorized selling prices of the following articles? Bull Durham tobacco?

A. Four cents a sack.

38.Q. Cashmere soap?

A. Seventeen cents a cake.

39.Q. Electro Silicon?

A. Seven cents a can.

40.Q. Bicycle playing cards?

A. Seventeen cents a deck.

41.Q. Colgate's Tooth Paste?

A. Fifteen cents a tube.

42.Q. Was it necessary for you, prior to entering the court this morning to refresh your memory in regard to these selling prices?

A. It was in the case of electro silicon and bicycle playing cards.

43.Q. Did you refresh your memory from entries in the same ledger that you used in the court yesterday?

A. Yes sir, I did.

44.Q. Have the entries in this ledger, so far as your testimony is concerned, been altered or changed in any manner whatsoever?

A. They have not.

45.Q. Are they, each and every one, in the hand-writing of the accused?

A. All articles except school books received in the ship's store since the accused was transferred.

46.Q. How often are the accounts of a ship's store yeoman settled or checked? How often were the accounts of the accused, while serving as store yeoman on the U.S.S. PADUCAH checked or settled?

A. At the end of each quarter, each fiscal quarter.

47.Q. Were they settled at any other time?

A. They were not, except at the period when he was transferred.

48.Q. Did his balance cash on hand at any of these periods show an excess of cash?

A. It did not.

49.Q. Did the accused ever turn over to you cash in excess of that accruing from the sales at established selling prices of articles in the ship's store?

A. Not to my knowledge. There was no way of ascertaining this except at the final inventory at the end of each quarter.

50.Q. At the final inventory at the end of each quarter?

A. At the end of each quarter.

51.Q. At the time the accused was relieved, did he turn over to you cash in excess of that which was due from the sale of articles, or minor shortages that may have occurred during the quarter, or at the time he was relieved?

A. He did not.

52.Q. What kind of money was accepted in exchange for articles in the ship's store?

A. Money which is the common medium of exchange

in the United States. No foreign money was accepted.

53.Q. That then was the only authorized medium accepted in exchange for the purchase of articles from the store?

A. It was.

54.Q. What disposition is made of funds accruing from the sale of articles in the ship's store?

A. They are received under "General Account of Advances", and credited by the Auditor for the Navy Department to appropriation "Provisions, Navy", with the exception that the net profit accruing from the sales is carried under a separate fund accounted for by the Bureau of Supplies and Accounts, known as "Ship's Store Profit."

At the request of counsel for the accused, the court took a recess of five minutes.

The court reassembled at the expiration of the recess.
Present: All the members, the judge advocate, the stenographer, the accused and his counsel.

Recross-examined by counsel for the accused.

55.Q. Mr. Paymaster, you always found the accused a pretty efficient sort of a fellow, or chap, or employee, at the time immediately prior to the time he was accused, while he was under you, did you not?

A. Yes Sir. I considered him the most efficient ship store yeoman that I ever had under my supervision.

56.Q. When the accounts were made out at the end of each quarter, if any deficiency in the accounts was discovered, the accused always made it up?

A. Yes sir, he made up any deficiency without protest.

Examined by the Court.

57.Q. In answer to a question by the judge advocate, you mention supply officer; explain who performs the duties of supply officer on the U.S.S. PADUCAH?

A. Well, I performed that duty until I was detached on November 20th, 1915.

58.Q. What other duties did you perform?

A. The duties originally known as Commissary Officer, General Storekeeper and Pay Officer.

Neither the court, the judge-advocate nor counsel for the accused had any further questions to ask this witness.

The witness verified his testimony, was duly warned and withdrew.

The court, at 12:15 p.m., took a recess until 2 p.m.

The court reassembled at the expiration of the recess. Present: All the members, the judge-advocate, the stenographer the accused and his counsel.

A witness for the prosecution entered and was duly sworn.

Examined by the judge advocate.

1.Q. What is your name, rate and present station?

A. O.P. Smart, Commissary Steward, U.S.S. PADUCAH.

2.Q. As whom do you recognize the accused?

A. Snyder, Yeoman, first class, U.S. Navy, U.S.S. PADUCAH.

3.Q. Did you at any time, between January 20, 1915, and September 8, 1915, purchase any articles in the ship's store, if so, in what quantities, and what prices did you pay for them?

A. I have purchased tobacco and soap on numerous occasions, and always paid six for a quarter, and

a rebate was always offered me, a cent or two cents, which I turned back to the yeoman. I purchased a fountain pen at \$2.50, jack-knife safety.

4.Q. What make was this pen?

A. Parker.

5.Q. From whom did you make these purchases?

A. From Snyder.

Cross-examined by counsel for accused.

6.Q. In what year was it that you made these purchases?

A. In 1915.

7.Q. You didn't say so in your direct testimony, did you?

A. No sir, I did not.

Neither the court, the judge advocate, nor the counsel for the accused had any further questions to ask this witness.

The witness verified his testimony, was duly warned, and withdrew.

A witness for the prosecution entered and was duly sworn.

Examined by the judge-advocate.

1.Q. What is your name, rate and present station?

A. Charles E. Collins, gunner's mate third class, attached to and serving on board the U.S.S. PADUCAH, Navy Yard, Portsmouth, N.H.

2.Q. As whom do you recognize the accused?

A. E.F. Snyder.

3.Q. Did you make any purchases in the ship's store between January, 1915 and September, 1915; if so, what articles in what quantities and what prices did you pay for them?

Counsel for the accused objected to this question on the ground that it is not in conformity with the charges and specifications.

The judge-advocate withdrew the question.

4.Q. Did you at any time, between the dates of January 20, 1915, and September 9, 1915, make any purchases in the ship's store; if so, what articles, in what quantities, and what prices did you pay for them?

Counsel for the accused objected to the question on the ground that it has not been brought out before this court that the witness purchased any articles from the accused, if he purchased any articles at all.

The judge-advocate stated that this question was necessary; it was not a leading question and the objection is, therefore, unwarranted.

The court was cleared.

When opened, all parties to the trial entered, and the president announced that the objection is over-ruled.

Witness answered as follows:

A. I bought a fountain pen, which, I believe, was \$2.75, or \$3.00, last March. I bought Bull Durham tobacco, six for a quarter, and he gave me a box of matches to make an even 25 cents. Soap also, and got matches with the odd pennies; that is about all.

5.Q. What kind of soap did you buy?

A. Life Buoy Soap.

6.Q. What was the name of the fountain pen that you bought?

A. Parker.

7.Q. What kind of a Parker fountain pen?

A. I have it with me; I don't know what it is.

The judge-advocate stated that, if there were no objections,

he would like to allow the witness to refresh his memory by referring to the articles in question.

Neither the court nor the counsel for the accused had any objection.

8.Q. You may refer to the fountain pen and describe it?

A. It was a Parker fountain pen; it had a little link on the top of it. It is a kack-knife pen, and the cover screws on it.

9.Q. From whom did you purchase these articles?

A. E.F.Snyder.

10.Q. When?

A. Last March, sir.

11.Q. What means had you of knowing the selling prices of articles in the ship's store?

Counsel for the accused:

"I object to this question. I think the question would be all right if my brother said, "if any". I think he should first ask this witness if he had any means of knowing what the prices were."

The judge-advocate withdrew the question.

12.Q. Had you any means of knowing the prices charged in the ship's store?

Counsel for the accused:

"I understand that this question may be answered by yes or no, and I ask that the witness be instructed to answer that question by yes or no."

President of the court:

"Yes, it may be so answered."

The judge-advocate withdrew the question.

13.Q. How did you determine the prices which you should

pay for articles that you purchased in the ship's store?

Counsel for the accused:

"I object to this question, on the ground that the witness is asked by my brother to form a conclusion as to what his determination should be, and a conclusion should not be drawn by the witness."

The court sustained the objection.

Neither the court, the judge-advocate, nor counsel for the accused had any further questions to ask this witness.

The witness verified his testimony, was duly warned, and withdrew.

A witness for the prosecution entered and was duly sworn.

Examined by the judge-advocate.

1.Q. What is your name, rate and present station?

A. E. Steck, U.S. Navy, attached to and serving on the U.S.S. PADUCAH, Navy Yard, Portsmouth, N.H.

2.Q. Your rate?

A. Seaman, sir.

A.J.H. 3.Q. As whom do you recognize the accused?

A. E.F. Snyder, first class yeoman, formerly attached to the U.S.S. PADUCAH, Navy Yard, Portsmouth, N.H.

A.J.H. 4.Q. What were the duties of the accused on board the U.S.S. PADUCAH?

Counsel for the accused:

"I think my brother should ask him if he knew what the duties were, and then he might inquire into them."

Judge-advocate replied:

"If I ask the question in that manner, it would necessitate an answer of yes or no, which counsel has just objected to."

Counsel for the accused:

"No, counsel has not objected to that. I think you should ask if he knew the duties of the accused, and if he answers that he did, I think then, perhaps, you might inquire what they were. But unless I am taking up unnecessary time, I am perfectly willing that he should go into it in that way. I cannot understand, never having seen any of these witnesses, whether they know what the duties of the accused were or not; I certainly do not. I do not want him to testify before this court as to duties that this accused might have had, that he understands him to have had from hearsay evidence. It is awful. Now if this witness knows his duties from other evidence than hearsay evidence, I am perfectly willing that my brother should put it in; but not knowing myself, I do not want to get information that might startle me as to what the accused's duties really were."

The judge-advocate withdrew the question.

5.Q. Do you know what the duties of the accused were on board the U.S.S. PADUCAH; if so, state what they were?

Counsel for the accused:

"I understand that you, Mr. President, will instruct the witness that he can answer that question by yes or no."

President of the court:

"The question may be answered as put by the judge-advocate."

Counsel for the accused:

"By yes or no?"

President of the court:

"This question includes more than yes or no."

Counsel for the accused:

"Very well, sir."

A. Small stores and canteen yeoman, sir.

President of the court:

"Answer the whole question. Do you know what the duties of the accused were on the U.S.S. PADUCAH; if so, state what they were?"

Counsel for the accused:

"Now he is asking two questions there in one. He is asking if he knows what his duties were, and the witness can answer that with yes or no; and he can follow that line of inquiry by asking, 'If so, what were they?' I simply want to find out if this witness knows what his duties were. It seems to me I am entitled to a ruling on that. I would be glad to be instructed by the President of this court-martial."

President of the court:

"The witness can answer the question."

A. Yes sir; small stores and canteen yeoman, sir.

6.Q. Did you make purchases in the ship's store between the dates of January 20, 1915 and September 8, 1915; if so, what articles, in what quantities, and what prices did you pay for them?

A. Bull Durham tobacco, at five cents a sack, sir.

7.Q. How many sacks?

A. Not less than forty-five sacks, sir. Life Buoy soap, five cents a bar, not less than twenty. Hershey almond bars, three for ten cents, not less than fifteen. That is all, sir.

8.Q. What were the Hershey almond bars that you refer to?

A. I don't know what you mean by that.

9.Q. What were they made of?

A. Chocolate and peanuts.

10.Q. From whom did you purchase these articles?

A. From the accused, sir.

Cross-examined by counsel for accused.

11.Q. Did you ever purchase these six for 25 cents?

A. No sir.

12.Q. What were they, five cents each?

A. Five cents a piece and three for a dime, sir.

13.Q. Three for a dime; that would make it more than six for a quarter?

A. I never purchased six for a quarter.

14.Q. You purchased them three for a dime?

A. Three for a dime, yes sir.

Neither the court, the judge advocate, nor counsel for the accused had any further questions to ask this witness.

The witness verified his testimony, was duly warned and withdrew.

A witness for the prosecution entered and was duly sworn.

Examined by the judge-advocate.

1.Q. What is your name, rate and present station?

A. James O'Reilly, Plumber and fitter, attached to the U.S.S. PADUCAH, at the Navy Yard, Portsmouth, N.H.

2.Q. As whom do you recognize the accused?

A. Snyder; I don't believe I know his initials. E.F.Snyder, I believe.

3.Q. What is the rate of the accused?

A. Yeoman, first class, I believe, sir.

4.Q. What was the former station of the accused?

A. Canteen and clothing and small store yeoman on the U.S.S. PADUCAH.

5.Q. Between the date of January 20, 1915, and September 8, 1915, did you purchase any articles in the ship's store; if so, what were they, and what prices did you pay for them?

A. One fountain pen at \$2.50.

6.Q. What kind of a fountain pen?

A. Parkers. I have it here sir, if you want to look at it.

7.Q. Do you remember what kind of a Parker fountain pen it was?

A. No sir, I do not.

The judge-advocate requested that, if there are no objections, the witness be allowed to refresh his memory by reference to the article which he has in his possession.

Neither the court nor counsel for the accused had any objections.

A. It is a George Parker, jack-knife safety.

8.Q. Any other articles?

A. Well, yes sir; I could not say what I paid for them, - the price.

9.Q. From whom did you purchase the fountain pen?

A. From E.F. Snyder.

Cross-examined by counsel for accused.

10.Q. How did you happen to know or remember just exactly what you paid for this fountain pen?

A. Well, sir, I remember, it sir. There was a band around the fountain pen marked \$2.50.

11.Q. And you paid what the band corresponded to?

A. Yes sir.

12.Q. You paid what the band called for?

A. Yes sir.

13.Q. You had some talk with the judge-advocate during the noon recess, didn't you?

A. No sir.

14.Q. How did you happen to bring the fountain pen here?

A. I thought perhaps I would need it, sir.

15.Q. Did anybody talk to you about it?

A. No sir. I also brought it up yesterday.

16. Q. How did you happen to bring it up yesterday?

A. I thought I might need it in the evidence.

17. Q. How did you happen to think that you would need it?

A. I don't exactly know, but I thought I would bring it along if it happened that anybody wanted it.

18. Q. Have you talked with any witnesses that have been in this court-room?

A. No sir.

19. Q. Not any of them?

A. No sir. I have talked with them but not on that question.

20. Q. Not on this case?

A. Not on this case.

21. Q. You have had no conversation with any of the witnesses that have left this court room while you was standing outside?

A. No sir, not in regard to the case.

22. Q. I didn't ask you that?

A. No sir.

23. Q. Have you had any conversation whatever with them?

A. I just asked them if they was through, that is all.

24. Q. Did they tell you anything about the testimony that they gave in this court room; did you talk to Mr. Ward?

A. No sir.

The judge-advocate objected to the line of cross-examination.

P.J.H.
President of the court:

"Counsel for defense will confine himself to proper cross-examination of evidence as given on direct testimony."

Statement by counsel for accused.

"Counsel is going to try to do that. I do not want to tell this witness, but I want to lead up to this fountain pen, but I cannot tell him what I want to find out from him."

25.Q. When was the last time that you had that fountain pen in your possession; otherwise than yesterday?

A. I have been writing with it right along, sir.

It has been only four or five days ago that I wrote a letter with it.

26.Q. When was it you put it into your possession?

A. It was in my ditty box.

27.Q. How long was it there?

A. I keep it there all the time, since I had it in my possession.

28.Q. Now, did anybody tell you to produce it at this trial?

A. No sir.

29.Q. You produced it of your own accord?

A. Yes sir.

30.Q. Did anybody ask you what the name of that fountain pen was?

A. No sir.

31.Q. Except at the present time?

A. Yes sir.

d.g.w.

32.Q. When Lieutenant White asked you that question?

A. Yes sir.

33.Q. When was the last time that you saw that fountain pen?

A. Not over a week ago.

34.Q. How did you happen to bring the pen up?

A. I thought perhaps they might want it, the jury or the court-martial.

35.Q. How did you happen to think of that?

A. It was in my ditty box, and I went in before I came here and I noticed it and I thought I would bring it along.

36.Q. That is the reason you thought it might be needed at this trial?

A. Yes sir, that is the reason I brought it up.

37.Q. Did anybody suggest to you that you ought to bring it up?

A. No sir, nobody at all.

38.Q. You weren't told that it might be evidence; that the prosecution might require it?

A. No sir.

39.Q. You felt yourself that it would be a good thing for you to take it out of your ditty box and have it here at this trial; you formed that conclusion yourself?

A. Yes sir; nobody said anything about the fountain pen to me at all.

40.Q. I didn't ask you that question?

A. No sir.

41.Q. Why did you answer it that way?

A. You asked me a little while ago if anybody suggested that I should bring it up.

42.Q. You appeared before the Board of Inquiry, did you not?

A. Yes sir.

43.Q. Were you asked to produce the fountain pen?

A. Yes sir.

44.Q. Did you do so?

A. Yes sir.

45.Q. To whom?

A. The Paymaster.

- 46.Q. Who was the Paymaster?
A. Mr. Baker, I am not sure.
- 47.Q. Don't you know who the Paymaster is?
A. Baker or Barber, something like that. I never paid much attention to his name.
- 48.Q. But you gave him the pen?
A. Yes sir.
- 49.Q. And you told him what you paid for it?
A. Yes sir.
- 50.Q. Then you got the pen back from him?
A. Yes sir.
- 51.Q. When did you get it back?
A. Right away; as soon as he looked at it and got the number.
- 52.Q. He looked at it and got the number?
A. Yes sir.
- 53.Q. When was that?
A. Why, some time ago, I can't recall the time, - the date.
- 54.Q. Give us your best recollection?
A. It was about 45 days ago.
- 55.Q. Forty five days ago?
A. Something like that.
- 56.Q. Have you been questioned within the last forty-five days about that fountain pen by anybody?
A. I could not say, sir; not since the Board of Inquiry down there sir.
- 57.Q. Why could you not say; your memory is pretty good, isn't it?
A. Not since that time.
- 58.Q. Nobody talked to you in regard to the fountain pen within forty-five days?

A. & W.

A. Not since the Board of Examiners talked about it down there.

59.Q. What do you mean by "Not since the Board of Examiners talked about it"?

A. Nobody said anything to me about the fountain pen since then.

60.Q. Not since the Board of Examiners?

A. No sir.

61.Q. Who were on the Board of Examiners who asked you about the fountain pen?

A. Mr. Rogers, a Lieutenant and the Paymaster.

62.Q. What did they say to you?

A. Just wanted to know what I gave for it.

63.Q. What did Mr. Rogers say to you?

A. He asked me what I paid for it.

64.Q. What did you say to him?

A. I told him \$2.50.

65.Q. What did the Paymaster ask you?

A. He asked me the same questions.

66.Q. What did you say to him?

A. The same, \$2.50

67.Q. That you paid \$2.50 for it?

A. Yes sir.

68.Q. That was 45 days ago?

A. I could not say the exact time.

69.Q. Did you complain to either of these gentlemen that the accused was overcharging you for anything you bought?

A. I don't understand that, sir. No sir, I didn't know the price.

70.Q. I didn't ask you that, did I?

A. That is the way I understood it, sir.

The judge advocate objected to the question on the ground that the answer of the accused is perfectly natural;

the question was asked him, and in his answer he stated why he had not made such complaint.

Counsel for the accused:

"The witness was not asked why he made no such complaint. I therefore object to that answer going on record."

The court was cleared.

When opened, all parties to the trial entered and the President announced that the answer will stand as given.

Reexamined by the judge-advocate.

71.Q. What is the number of the fountain pen in your possession?

Counsel for the accused:

"I object to that question; my brother has gone over that."

Judge-Advocate:

"This is a question to bring out facts which were touched on in the cross-examination."

Counsel for the accused:

"If I understand that my brother has neglected to bring out anything on his direct examination that he now seeks to bring out, I withdraw the objection."

Judge-Advocate:

"No, it is to bring out a fact which was touched on and dwelt on at considerable length in the cross-examination."

Counsel for the accused:

"May I ask what that fact is?"

Judge Advocate:

"Counsel asked the question, as near as I remember it, if the fountain pen was out of the possession of the witness, for what length of time and for what purpose; the answer was, 'for the purpose of determining the number of the pen.'"

The president announced that the objection is over-ruled.

A. I don't see any number on it.

Recross-examined by counsel for accused.

72.Q. How did you happen to testify on your direct examination that there was a number on that fountain pen?

The judge-advocate:

"The witness did not testify on his direct examination to this fact."

Counsel for the accused:

"I will change the form of the question."

73.Q. Did you testify on your direct examination that there was a number on the fountain pen?

A. I said the Paymaster asked me to let him see the fountain pen to get the number on it. I never heard whether he got a number or not. He just asked me to see the pen to get a number on it.

Neither the court, the judge-advocate, nor counsel for the accused had any further questions to ask this witness.

The witness verified his testimony, was duly warned and withdrew.

Counsel for the accused:

"May I ask permission of the witness to allow me to take that fountain pen until we reconvene the court tomorrow morning."

The President of the court:

"Do you want to introduce that as evidence?"

Counsel for the accused:

A.J.N. "I would like to ask if I may keep it until to-morrow morning."

The judge-advocate:

"There is no objection to counsel for the accused examining the pen."

Counsel for the accused:

"I would like to keep it in the court's possession. I would like to make that request. Of course, it is the property of the accused, but I would like to have it in the court's possession."

President of the court:

"What is the object of the request?"

Counsel for the accused:

"The only reason is what I have given, that I would like to keep it in my possession, in view of the fact that my brother is going to have several other witnesses here. Further than that, in the presence of this witness, I dislike to state. I think this court has full authority to grant this request."

President of the court:

"Your intention is to later introduce that as an exhibit?"

Counsel for the accused:

"Possibly, yes; and my brother, I might state, has already allowed the witness to refresh his memory by looking at the fountain pen".

President of the court:

"The fountain pen may be turned over to the judge-advocate."

The fountain pen was turned over to the judge-advocate by the witness and receipt given by the judge-advocate therefor.

The court adjourned to meet tomorrow at 10:00 o'clock, a.m.

THIRD DAY

NAVY YARD, PORTSMOUTH, N. H.,

Wednesday, November 24th, 1915.

The court met at 10:00 a.m., pursuant to adjournment of yesterday.

Present: All the members, the judge-advocate, the accused and his counsel.

Owing to pressure of work, Mr. N. O. Foust, stenographer, was unable to appear and Mr. Edgar H. Baker was introduced as stenographer, was duly sworn and the trial proceeded.

The record of the proceedings of yesterday not being ready at this time, at the request of the Judge-Advocate the reading of such record was postponed until it should be prepared and available for the court.

A witness for the prosecution entered and was duly sworn.

Examined by the judge-advocate.

1. Q. What is your name, rate and present station?

A. Carl K. Woods, attached to and serving on board the U.S.S. PADUCAH, Navy Yard, Portsmouth, New Hampshire.

2. Q. As whom do you recognize the accused?

A. Snyder, canteen and small stores yeoman.

3. Q. At what place was the accused performing duty?

A. Aboard the U.S.S. PADUCAH.

4. Q. Between January 20th, 1915 and September 8th, 1915, did you make any purchases in the ship's store on the PADUCAH; if so, what articles did you buy, in what quantities and what prices did you pay for them?

A. I was not on the ship in January. Between February and

September I bought one fountain pen, \$2.25.

5. Q. What kind of a fountain pen was it, can you describe it?

What was the name of it?

A. I don't know that, sir.

6. Q. Did you purchase any other articles?

A. Yes, sir, but I bought them all together and I don't know what I paid for each.

7. Q. From whom did you purchase this fountain pen?

A. Snyder.

8. The accused (counsel) did not desire to cross-examine this witness.

The court did not desire to examine this witness.

Re-examined by the judge-advocate.

9. Q. What is your rating?

A. Coal passer.

Neither the judge-advocate, the accused (counsel) nor the court desired to further question this witness.

The witness verified his testimony, was duly warned and withdrew.

A witness for the prosecution entered and was duly sworn.

Examined by the judge-advocate.

1. Q. What is your name, rate and present station?

A. Edward Myers, oiler, U. S. Navy, attached to and serving on board the U.S.S. PADUCAH, Navy Yard, Portsmouth, New Hampshire.

2. Q. As whom do you recognize the accused?

A. Snyder, yeoman, first class, U. S. Navy, attached to and serving on board the U.S.S. PADUCAH, Navy Yard, Portsmouth, New Hampshire.

3. Q. Is the accused now serving on board the PADUCAH?

A. No, sir.

4. Q. What duty was the accused performing on board the U.S.S.

PADUCAH?

A. Canteen yeomen and small stores.

5. Q. Between January 20th, 1915, and September 8th, 1915, did you make any purchases in the ship's store of the PADUCAH; if so, what articles did you buy and what prices did you pay for them?

A. I bought one pennant, 75 cents; six bags of Bull Durham tobacco, 25 cents; two Williams shaving sticks, 20 cents; one pair garters, 30 cents; one razor, 90 cents.

6. Q. What kind of a razor?

A. Torrey razor, I think the name was.

7. Q. Did you buy any other articles that you remember?

A. That is all that I remember.

8. Q. From whom did you purchase these articles?

A. From the accused.

The accused (counsel) did not desire to cross-examine this witness.

Examined by the court.

9. Q. You state you bought two Williams shaving sticks for 20 cents. Is that the total price you paid for both?

A. No, sir, 20 cents each.

Neither the Judge-advocate, the accused (counsel) nor the court desired to further question this witness.

The witness verified his testimony, was duly warned and withdrew.

A witness for the prosecution entered and was duly sworn.

Examined by the judge-advocate.

1. Q. What is your name, rate and present station?

A. Thomas J. Jassak, seaman, U. S. Navy, attached to and serving on board the U.S.S. PADUCAH, Portsmouth Navy Yard, New Hampshire.

2. Q. As whom do you recognize the accused?

A. E. F. Snyder, yeoman first class, formerly attached to the
U. S. S. PADUCAH.

3. Q. Did you buy anything in the ship's store between January
20th, 1915, and September 8th, 1915?

A. Yes, sir, one Durham Duplex razor, paid \$4.50 for it.

4. Q. From whom did you purchase this article?

A. The accused.

Cross-examined by accused (counsel).

5. Q. Mr. Jassak, did you have any talk with anybody on the ship
as to the price you paid for this razor?

A. No, sir. I often said to shipmates that I paid \$4.50 for
it; I don't know who I said it to.

6. Q. Then you did have some talk about the price you paid for it?

A. Yes, sir, I told other people I paid \$4.50 for it.

7. Q. Who did you tell you paid \$4.50?

A. Hudhansel and Brow.

8. Q. You had some considerable talk with Mr. Brow, did you not?

A. Not considerable.

9. Q. You talked a lot about what you paid for this razor?

A. No, sir, I did not.

10. Q. Are you quite sure of that?

A. I am.

11. Q. Did you tell Mr. Brow that you paid \$4.50 for this?

A. I did.

12. Q. During the course of the conversation did you tell Mr. Brow
that you got new blades with the razor?

A. Yes, I did.

Examined by the court.

13. Q. You said you got new blades with the Durham Duplex razor.
How many razor blades did you receive at that time?

A. Six.

14. Q. Did the sum which you said you paid include both razor and blades?

A. Yes, sir.

Neither the judge-advocate, the accused (counsel) nor the court desired to further question this witness.

The witness verified his testimony, was duly warned and withdrew.

A witness for the prosecution entered and was duly sworn.

Examined by the judge-advocate.

1. Q. What is your name, rate and present station?

A. Patrick Flynn, Boatswain's mate, second class, serving on board the U.S.S. PADUCAH, Portsmouth Navy Yard.

2. Q. As whom do you recognize the accused?

A. E. F. Snyder, yeoman first class, formerly attached to and serving on board the U.S.S. PADUCAH.

3. Q. What duties was the accused performing on board the U.S.S. PADUCAH?

A. Clothing and small stores and incharge of the canteen.

4. Q. Between January 20th, 1915, and September 8th, 1915, did you make any purchases in the ship's store; if so, what articles did you buy, in what quantities and what prices did you pay for them?

A. Four bars of Life Buoy soap and two pipes.

5. Q. What did you pay for the Life Buoy soap?

A. Five cents a cake.

6. Q. Do you know if the price you paid for this soap was the authorized selling price in the ship's store?

A. No, sir, I do not.

7. Q. From whom did you purchase these articles?

A. From Snyder.

The accused (counsel) did not desire to cross examine this witness.

The court did not desire to examine this witness.

Neither the judge-advocate, the accused (counsel), nor the court desired to further question this witness.

The witness verified his testimony, was duly warned and withdrew.

A witness for the prosecution entered and was duly sworn.

Examined by the judge-advocate.

1. Q. What is your name, rate and present station?

A. William T. Hardy, yeoman third class, U. S. Navy, attached to and serving on board the U.S.S. PADUCAH, Navy Yard, Portsmouth, New Hampshire.

2. Q. As whom do you recognize the accused?

A. E. F. Snyder, formerly attached to the U.S.S. PADUCAH.

3. Q. What duty did the accused perform on board the U.S.S. PADUCAH?

A. As canteen and small stores yeoman.

4. Q. Between January 20th, 1915, and September 8th, 1915, did you purchase any articles in the ship's store?

A. Yes, sir.

5. Q. What articles did you purchase, in what quantities and what prices did you pay for them?

A. I got tooth paste, not less than two, at 15 cents apiece.

6. Q. What kind?

A. Colgate's. Soap, six for a quarter, not less than six.

7. Q. What kind of soap?

A. Life buoy. Almond bars, not less than ten at three for 10 cents.

8. Q. What were these almond bars made of?

A. Of chocolate and nut inside. That is about all I purchased.

9. Q. From whom did you purchase these articles?
A. From Snyder.
10. Q. Do you know if the prices you paid for these articles were correct, or not?
A. Not at the time of purchase.
11. Q. When did you learn that you had paid incorrect prices for these articles to which you testified?
A. I learned that after I had taken the canteen as Snyder's relief.
12. Q. What are your duties on board the U.S.S. PADUCAH?
A. Canteen and small stores yeoman.
13. Q. Are you in charge of the ship's store?
A. Yes, sir.
14. Q. When did you take this duty?
A. I cannot give the exact date but it was some time between the 1st and 10th of September, I am not positive as to the exact date.
15. Q. Did you find a price list posted in the canteen when you took over the duty?
A. Yes, sir.
16. Q. Where was it?
A. The price list I found was away up in the top, one dated quite a ways back, partly torn and soiled, which I destroyed and threw out when I was cleaning out the store.
17. Q. Why did you destroy and throw out this price list?
A. Because it was of an old date and could not be recognized and was of no use. If I remember right it was 1913 or 1914; it was not a current date.
18. Q. Did you ever see any price list of articles for sale in the ship's store posted any place on the ship?
A. No, sir, none at all.

The accused (counsel) did not desire to cross examine this witness.

Examined by the court.

19. Q. Do you know the present price of Durham Duplex razors as sold in the canteen?

A. I believe it is \$3.63. I have two razors in stock, the Auto Strop and the Durham Duplex, one is \$3.63, which one I cannot say. I am not selling enough to memorize the prices. *A. J. H.*

The court was cleared.

When opened, all parties to the trial entered, and the examination proceeded.

Examined by the court.

20. Q. Do you know how this razor is put up when sold?

A. It is put up in a small leather case.

21. Q. What is included in the case?

A. That I cannot say. I have not opened any to see.

Neither the judge-advocate, the accused (counsel), nor the court desired to further question this witness.

The witness verified his testimony, was duly warned and withdrew.

The court took a recess of ten minutes.

The court reassembled at the expiration of the recess. Present: All the members, the judge-advocate, the stenographer, the accused and his counsel.

A witness for the prosecution entered and was duly sworn.

Examined by the judge-advocate.

1. Q. What is your name, rate and present station?

A. Otho Harge, yeoman first class, U. S. Navy, attached to and serving on board the U.S.S. PADUCAH.

2. Q. As whom do you recognize the accused?

A. E. F. Snyder.

3. Q. What is his rating?

A. Yeoman, first class.

4. Q. Do you know where he has been serving?

A. On board the PADUCAH.

5. Q. What are your duties on board the PADUCAH?

A. Pay yeoman.

Copy 6. Q. Where do members of a ship's crew purchase articles which constitute the daily necessities?

A. In the ship's store and in the clothing and small stores.

7. Q. Have they any means of knowing the authorized selling prices of these articles?

A. Yes, sir.

8. Q. Will you explain fully?

A. On clothing and small stores there is a memorandum issued by the Bureau on the first of January, taking effect then, and they can learn the price of any article by simply inquiring. On the ship's stores there is a price list prepared under the direction of the Pay Officer, giving the selling prices of all items that are carried in the ship's store.

9. Q. And where are these price lists kept?

A. Generally posted inside, or just outside, of the canteen. In the clothing and small stores it is usually posted inside, just a written price list for the information of the clothing and small stores yeoman.

10. Q. In the ship's store or canteen on board the U.S.S. PADUCAH do you know if this price list that you have mentioned was kept posted at any place?

A. I could not say as to the time, but it was posted in there at various times; I could not say it was always in the canteen.

11. Q. As nearly as you can remember, state when and how often you saw this price list.

A. I could not say positively because I never paid any particular attention to it and in fact I was not around the canteen very often. I know I have seen it there on two occasions at least during the present year but I could not say just when.

12. Q. Could you state approximately the month, or months?

A. No further than during the spring, I could not even state the month.

13. Q. You say you saw this two times?

A. I know I saw it twice because it occurred to me that it was rather soiled and it would be a good idea to have a new one. Those are the only specific occasions I remember noticing it.

The accused (counsel) did not desire to cross examine this witness.

The court did not desire to examine this witness.

The witness verified his testimony, was duly warned and withdrew.

A witness for the prosecution entered and was duly sworn.

Examined by the judge-advocate.

1. Q. What is your name, rate and present station?

A. John Scherdt, Boatswain's mate second class, serving on board the U.S.S. PADUCAH, Portsmouth Navy Yard.

2. Q. As whom do you recognize the accused?

A. E. F. Snyder.

3. Q. Will you state how members of the crew of the U.S.S. PADUCAH obtain the articles which constitute the daily necessities of life.

(Question not understood by witness)

3. Q. Is there any provision on board the U.S.S. PADUCAH

by which members of the crew may purchase toilet articles and various other articles that a man requires for his daily comfort?

A. There was.

4. Q. How could he purchase these articles that he might require?

A. By buying them.

5. Q. Where would he buy them?

A. The ship's store.

6. Q. Were there any provisions made that you know of by which a man might know the proper prices that he should pay for these articles?

A. There was a price list up there but I never paid any attention to it.

7. Q. What is this price list that you mention; where did you see it?

A. I saw it in the canteen off and on but not regular.

8. Q. Could you state about how often you saw it and when?

A. No, sir, I could not state how often I saw it nor when.

9. Q. Was it in 1914?

A. No, sir.

10. Q. Did you see it in 1915?

A. Yes, sir.

11. Q. Did you see it three months ago?

A. No, sir.

12. Q. Did you see it four months ago?

A. That is something I could not say whether I saw it four months ago or not.

13. Q. Did you see it last spring?

A. Yes, sir, I saw it up there last spring.

14. Q. Did you see it more than once?

A. Yes, sir.

15. Q. On different dates?

A. Yes, sir.

The accused (counsel) did not desire to cross examine this witness.

The court did not desire to examine this witness.

The witness verified his testimony, was duly warned and withdrew.

A witness for the prosecution entered and was duly sworn.

Examined by the judge-advocate.

1. Q. What is your name, rank and present station?

A. Corporal J. W. Brown, post exchange steward, Marine Barracks, Portsmouth, New Hampshire.

2. Q. Do you recognize the accused?

A. No, sir, I do not.

3. Q. How long have you been in the U. S. Marine Corps?

A. Eleven years next March.

4. Q. How long have you been a post exchange steward in the Marine Corps?

A. Six years.

5. Q. State what your duties are as a post exchange steward, briefly.

A. Receiving all stock, checking and entering, making proper entries of the stock on the sheet, having it checked by the officer in charge, receiving receipt for the stock, all stock is taken from the storeroom, checked by the officer to steward at selling prices and forwarded to the counter for sale.

6. Q. Will you name some of the principal toilet articles that you handle in your daily business?
- A. Soaps, assorted, tooth paste, powder, talcum powder and all articles relating to cleaning materials of that nature.
7. Q. What other toilet articles, or articles used in a man's toilet, do you handle?
- A. Manicure sets, military brushes, nail files.
8. Q. Do you handle razors of any kind?
- A. Yes, we have three different kinds of razors.
9. Q. What are they?
- A. Repenhagen, Cross and safety razors.
10. Q. What kind of safety razors have you?
- A. Ever Ready.
11. Q. Have you ever handled any other kinds than the Ever Ready?
- A. Not in this exchange.
12. Q. Have you in any other exchange?
- A. Yes, we handled practically all the razors in the market at Norfolk.
13. Q. What safety razors did you handle?
- A. Gillette, Durham Duplex, Ever Ready, Gem, Keen Kutter?
14. Q. Are you quite familiar with the manner in which these various safety razors are put up for sale?
- A. Yes, I think I know the original packages of most of them. *A. J. H.*
They vary from time to time.
15. Q. Are you especially familiar with the Durham Duplex?
- A. I have not handled the Durham Duplex for three years.
16. Q. How was the Durham Duplex put up when you handled it?
- A. One style we carried was in a leather case, the length of the razor, in a black Morocco box, plush lined, and had an additional six or twelve blades. That is all to my knowledge.

17. Q. Could you state if this razor is put up and sold in the same kind of package at the present time or not?

A. I could not say.

18. Q. In the sale of safety razors are a certain number of blades always included, or not included, in the purchase price?

A. Generally each container holds in addition to the razor at least six blades, sometimes twelve; most of them six.

19. Q. Do I understand that these extra blades are included with the razor when a man buys the razor?

A. Naturally they would be.

20. Q. Has your experience always been that such is the case?

A. Yes, sir.

The accused (counsel) did not desire to cross-examine this witness.

The court did not desire to examine this witness.

The witness verified his testimony, was duly warned and withdrew.

The prosecution rested.

The defense began.

The court took a recess for five minutes.

The court reassembled at the expiration of the recess. Present: All the members, the judge-advocate, the stenographer, the accused and his counsel.

The judge-advocate was called to the stand as a witness to produce the current enlistment record of the accused, and after being duly sworn, was examined as follows:

Examined by the judge-advocate.

1. Q. What is your name, rank and present station?

A. Arthur J. White, Second Lieutenant, U. S. Marine Corps, attached to and serving at the Marine Barracks, Navy Yard, Portsmouth, New Hampshire.

2. Q. Are you the judge-advocate of the General Court Martial now in session?

A. I am.

3. Q. As whom do you recognize the accused?

A. As E. F. Snyder, yeoman first class, formerly attached to and serving on board the U.S.S. PADUCAH.

Examined by accused (counsel).

4. Q. Are you the legal custodian of the current enlistment record of the accused? If so, produce it.

A. I am.

2.94 The witness produced the current enlistment record of the accused, it was submitted to the accused and the court and, there being no objection, was offered in evidence and so received.

5. Q. Have you read the record over?

A. I have.

6. Q. From that record what is his standing?

A. In what regard?

7. Q. As a matter of conduct and efficiency?

4.34 A. From the enlistment record of the accused I find that during the period he has served in the United States Navy from September 19, 1911, to November 5, 1915, his markings are as follows: Sobriety and obedience are all 5, with the exception of one mark of 4.5 while serving on board the U.S.S. FRANKLIN from December 28, 1911, to December 30, 1911. On December 31, 1912, he was assigned duty in the pay department of the U.S.S. MONTANA and continued on this duty until detached November 5, 1913. He served as canteen yeoman on board the U.S.S. CHESTER from Dec. 31, 1913, to June 30, 1914. On September 30, 1914, he was in the pay office of the CHESTER. On September 9, 1915, on the U.S.S. PADUCAH he has a mark of 0 which is since

the Court of Inquiry which examined into his accounts. His markings in proficiency are, 4; 3.5; 4.; 4.5; 4.5; 4.; 4.; 4.; 4.; 4.5; 4.5; 4.8; 4.; and 0 which corresponds to the other marking since charges were preferred against the accused.

B. Q. He would be given the mark of 0 under any circumstances while under these charges?

A. Yes. While serving on board the CHESTER at Vera Cruz on April 22, 1914, the accused volunteered to search small boats lying inshore, for snipers. There is an entry in his record dated 9-8-15, "Gross irregularities in handling canteen stores and giving unauthorized credit to enlisted men. Punishment not awarded on account of men being on sick list and transferred to hospital."

9. Q. And that last item you read states practically what these charges are that we are at present trying?

A. So I understand it.

10. Q. Is the highest mark in efficiency 5?

A. It is.

11. Q. And during the entire time of his enlistment, otherwise than the 0 recorded against him on account of these pending charges, there is no mark less for efficiency or otherwise than 3.5?

A. None less than 3.5 and that only in one case, which mark is under the heading "Proficiency in Rating."

12. Q. Would you consider the marking and the rating as contained in that book an excellent one?

A. I would.

13. Q. Would you consider it beyond the average?

A. I would consider it beyond the average.

14. Q. Would you consider it considerably beyond the average?

A. I would.

15. Q. Would you consider that a man who volunteered to go into small boats during the trouble down in Mexico was a most desirable seaman in the United States Navy?

A. That would depend largely on circumstances. However, I should say that he was a desirable man.

16. Q. From reading Mr. Snyder's record, would you consider Mr. Snyder, being that volunteer, a most desirable member of the United States Navy?

A. I would.

The judge-advocate did not desire to cross examine this witness.
Examined by the court.

17. Q. Will you state the age of the accused as given?

A. Date of birth April 4, 1893.

Neither the accused (counsel), the judge advocate, nor the court desired to further question this witness.

The witness verified his testimony and resumed his seat as judge-advocate.

The defense rested.

The accused did not desire to make a statement to the court.

The counsel for accused submitted an oral argument to the court, in substance as follows:

"Mr. President and gentlemen of the court, I am somewhat, of course, as you gentlemen will readily understand, at a disadvantage in coming before a court of this sort; in one way I might add that I consider it a disadvantage and in another way a considerable advantage, somewhat of an advantage on account of the experience, and considerably I am at a disadvantage on account of the fact that the procedure is a little different from that to which I have been accustomed and concerning which I have been trained. I feel, however, that I am coming before a court that, to say the least, is mighty human. I really believe in my own mind that I do not exaggerate

matters when I state that in my opinion I am before a court which
cannot in any ^{way} be fooled by any technicalities, even if I had a
desire in my mind to get the accused off by such methods. The fact
is the evidence is fully in your minds upon which these charges are
based. Anything that I might say perhaps would not influence you
except insofar as you might be influenced by the fact that the
evidence is not sufficient to prove that the accused here is guilty
of the offense with which he is charged. Now, I am not going to in
any way undertake to sum up the testimony of the various witnesses.
You, gentlemen, know it, it is fresh in your minds and you are just
as capable of forming an opinion as to whether that testimony should
have any weight as I am, and perhaps much more so, but I would like
to make this only as a suggestion, that there is not a particle of
evidence offered against this accused that has the slightest weight
in proving the charges of which he is accused. In the first place,
my brother has not shown that he has over-charged for any article
because my brother has not been able to show that the accused knew
what the regular prices were. There has been no testimony intro-
duced here, with the exception of the Assistant Paymaster's, that
there has been any charge which was beyond the regular prices that the
accused should have charged. The Assistant Paymaster, if I remember
it correctly, stated that the price of soap, I think, was four cents.
The testimony of some of the witnesses here is that they paid four
cents for the soap. There has been testimony by some of the witnesses
to show that they paid more for Pebece tooth paste, I think, and
Colgate's shaving soap than really ought to have been charged them,
and I think that another witness testified that he tossed down a
nickel for one of the articles and did not wait for his change.

"Now, upon that testimony, it would seem to me that even if
you believe it, and I am not questioning the veracity of the witnesses *af*
for the prosecution- even if you believe it, it should leave a

reasonable doubt in your minds as to whether or not this boy is guilty of the offenses charged. I assume that if any doubt exists in your minds which you gentlemen consider is reasonable, this boy will be given the benefit of this doubt. I might state in passing that I never realized the seriousness of offenses against the United States Government until I got into this case. I do not believe the boy can possibly realize what a serious position he is in, whether innocent or guilty. You, gentlemen, know that which I did not know and possibly what this boy did not know either, and I have only this to add to what I have already stated in rather a hesitating manner, that it would seem in view of his record and in view of the testimony as it has been given that there must be a reasonable doubt as to this boy's guilt and I simply ask, if that doubt exists, that you will give him the benefit of it."

The judge-advocate submitted the case to the court without remark.

The court took a recess until 2:00 p.m., the same date.

The court reassembled at the expiration of the recess. Present: All the members, the judge-advocate, the stenographer and the accused.

The accused stated that he waived the right for his counsel to be present.

The record of the proceedings of yesterday was read and approved.

The trial was finished.

The judge-advocate stated that he had no evidence of previous conviction.

The court was cleared.

The judge-advocate was recalled and directed to record the following findings:

... The specification of the first charge. Proved in part - proved except the words: 'Rebecca tooth paste,' 'Cashmere soap,' 'Bicycle,' 'fountain-pen ink,' 'Epicure tobacco,' which words are not proved; and the words 'one hundred' which words are not proved, and for which the court substituted the word 'seven' which word is proved.

... And that the accused, Edward F. Snyder, Yeoman, first class, U.S. Navy, is of the first charge, "Guilty."

... The specification of the second charge. Proved in part - proved except the words: 'Rebecca tooth paste,' 'Cashmere soap,' 'Bicycle,' 'fountain-pen ink,' 'Epicure tobacco,' which words are not proved; and the words 'one hundred' which words are not proved, and for which the court substituted the word 'seven' which word is proved.

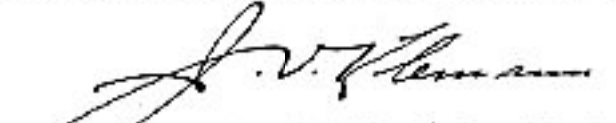

... And that the accused, Edward F. Snyder, Yeoman, first class, U.S. Navy, is of the second charge, "Guilty."

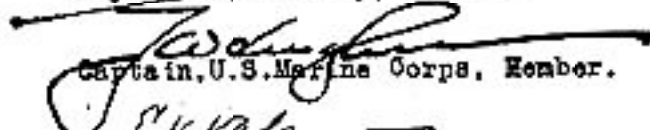
The court was cleared.

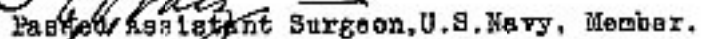
The judge-advocate was recalled and recorded the sentence of the court as follows:

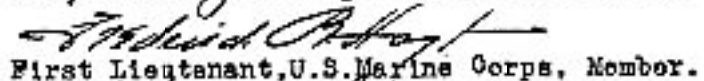
... The court therefore sentences him, Edward F. Snyder, Yeoman, first class, U.S. Navy, to be reduced to the rating of Landman, U.S. Navy; and then to be confined in such place, as the commanding authority may designate for a period of one (1) year; then to be dishonorably discharged from the United States Navy; to perform hard labor during said confinement; and after his accrued pay shall have discharged his indebtedness to the United...

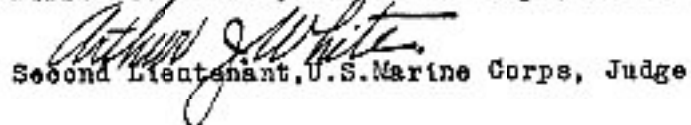
State at the date of approval of this....
sentence, to forfeit all pay that may become due
him, except the sum of three dollars (\$3⁰⁰) per....
month, during said confinement, for necessary prison....
expenses, and a further sum of twenty five dollars,
(\$25⁰⁰) to be paid him when discharged from the
service pursuant to this sentence.....


Commander, U.S. Navy, President.

Paymaster, U.S. Navy, Member.

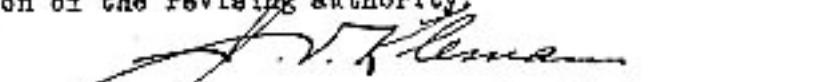
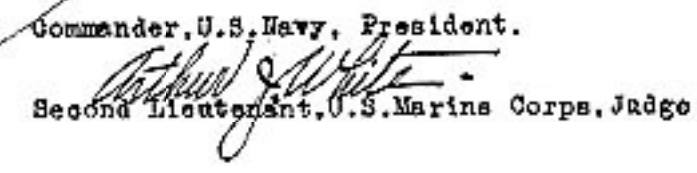

Captain, U.S. Marine Corps, Member.


Pastee Assistant Surgeon, U.S. Navy, Member.


First Lieutenant, U.S. Marine Corps, Member.


Second Lieutenant, U.S. Marine Corps, Judge
Advocate.

The court, having no more cases before it, adjourned to
await the action of the revising authority.


Commander, U.S. Navy, President.

Second Lieutenant, U.S. Marine Corps, Judge
Advocate.

Department of the Navy,

Washington.

November 15, 1915.

To: Commander John V. Klemann, U.S. Navy,

Through Commandant, Navy Yard, Portsmouth, N.H.

A GENERAL COURT-MARTIAL is hereby ordered to convene at the Navy Yard, Portsmouth, New Hampshire, at ten o'clock, a.m., on Saturday, November twentieth, nineteen hundred and fifteen, or as soon thereafter as practicable, for the trial of such persons as may be legally brought before it.

The court is composed of the following members, any five of whom are empowered to act, viz:

Commander John V. Klemann, U.S. Navy,

Paymaster Ben D. McGee, U.S. Navy,

Captain John A. Hughes, U.S. Marine Corps,

Passed Assistant Surgeon Edward V. Valz, U.S. Navy,

First Lieutenant Frederick R. Hoyt, U.S. Marine Corps,

and of Second Lieutenant Arthur J. White, U.S. Marine Corps, as judge-advocate. No other officers can be detailed without injury to the service.

Detachment of an officer from his ship or station does not of itself relieve him from duty as a member or judge advocate of a court. Specific orders for such relief are necessary.

This employment on shore duty is required by the public interests. You will inform the members and judge advocate that they will continue on court-martial duty under their previous orders, if any. The court is authorized to adjourn over any holiday prescribed by R.1289.

Josephus Daniels.
Secretary of the Navy.

A true copy.

Arthur J. White
Second Lieutenant, U.S. Marine Corps;
Judge Advocate.

A

File 28 025-342:7

Department of the Navy.
Washington. November 15, 1915.

From: Secretary of the Navy.
To: Commander John V. Klemann, U.S. Navy,
Through Commandant, Navy Yard, Portsmouth, N.H.

Subject: General Court-Martial authorized to take up cases
pending before court convened by precept of Jan. 29, 1915.

1. The general court-martial of which you are president, appointed by the Department's precept of this date, to convene at the Navy Yard, Portsmouth, N.H., on November 20, 1915, is hereby authorized and directed to take up such cases, if any, as may be pending on that date before the general court-martial appointed by the Department's precept of January 29, 1915, of which you are president, except such cases the trial of which may have been commenced.

2. A copy of this letter will be attached to all cases referred to the court prior to the date of the precept transmitted herewith.

Josephus Daniels.

No. 4-1-117

1st endorsement.
Navy Yard, Portsmouth, N.H., Nov. 17, 1915.

From: Commandant.
To: Commander John V. Klemann, U.S. Navy.

1. Delivered.

J. V. Klemann,
Acting.

A true copy.

Second Lieutenant, U.S. Marine Corps,
Judge Advocate.

Navy Yard, Portsmouth, N.H.,

November 27, 1915.

I certify that I have this day received a copy of the
General Court-Martial proceedings in my case, held at the
Navy Yard, Portsmouth, N.H.

Edward B. Ruyden

Yeoman, first class, U.S. Navy.

WASHINGTON, December 3, 1915.

Submitted, with the recommendation that the proceedings, findings, and sentence, of the general court-martial in the foregoing case of Edward F. Snyder, yeoman first class, U. S. Navy, be approved.

The accused in this case was convicted of "Fraud in violation of Article Eight of the Articles for the Government of the Navy," the specification thereunder alleging that while attached to and serving on board the PADUCAH and performing the duties of ship's store yeoman of said vessel the accused by virtue of such assignment, custody, and sale of stores of the ship's store, knowingly and fraudulently and with intent to defraud other persons in the Navy, charged certain members of the crew of the PADUCAH amounts in excess of the prices lawfully authorized by the pay officer of the said ship for certain articles from the ship's store, and "Embezzlement, in violation of Article Fourteen of the Articles for the Government of the Navy," the specification thereunder alleging that the accused having sold knowingly and fraudulently, and with intent to defraud certain other persons in the Navy certain articles carried in the ship's store of the PADUCAH at prices in excess of the lawfully authorized prices, did knowingly and fraudulently misappropriate and apply to his own use and benefit certain sums of money derived from the charges in excess of authorized prices for the same.

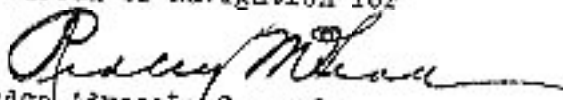
The prosecution established conclusively that the accused had over-charged certain members of the crew for thirteen of the eighteen articles upon which the excess charges were alleged to have been made, the remaining articles having been properly excepted by the court in its findings under the specifications.

The defense made no offer to refute the charges and offered in evidence the past good record of the accused.

It is noted throughout the record that the court frequently allowed oral arguments upon the admissibility of evidence to be recorded in violation of Article R 628, U. S. Navy Regulations, 1913. However, the counsel for the accused urged that his objections and the reasons therefor be recorded in order that they might be brought to the attention of the reviewing authority. The court in view of such a request from counsel for the accused, should have invited his attention to the foregoing article and required that he furnish the court with briefs of such arguments in order that the same might be appended to the record.

It is further recommended that the Naval Prison at the Navy Yard, Portsmouth, N. H., be designated as the place for the execution of so much of the sentence as relates to confinement.

Respectfully referred to the Bureau of Navigation for comment.


Judge Advocate General.

First
Endorsement

Navy Department
Bureau of Navigation

N5D
Dec. 6, 1915.

To: The Judge Advocate General.

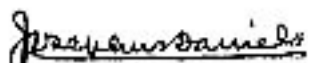
Subject: Record of proceedings of Court Martial
convened at Navy Yard, Portsmouth, N.H.; case of
Edward P. Snyder, Yeoman, Nov. 23, 1915; Fraud,
Embezzlement.

1. Respectfully returned. This Bureau has no
comment to make.



DEPARTMENT OF THE NAVY,
OFFICE OF THE SECRETARY,
Washington, December 7, 1915.

The foregoing recommendations of the Judge Advocate
General are approved.


Secretary of the Navy.

Exp. Nav Com. M. C. Auditor
C. O. C. S. Portsmouth
C. O. C. S. Paducah

DEC 7 1915 