

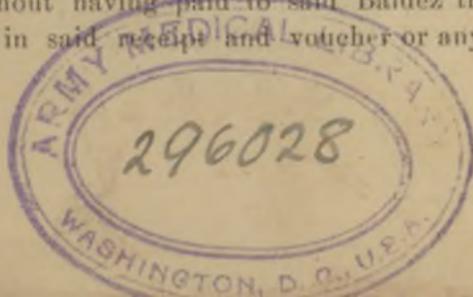
I...At the General Court Martial which convened at Fort Dalles, Oregon, pursuant to "Special Orders," No. 157, of July 30, 1860, from the War Department, and of which Brevet Major F. O. WYSE, Captain, 3d Artillery, is President, was arraigned and tried Captain *Thomas Jordan*, of the Quartermaster Department, on the following charges and specifications:

CHARGE I.

"*Embezzlement of public money entrusted to him.*"

Specification 1st—"In this; that he, the said Captain *Thomas Jordan*, was at Fort Dalles, Oregon Territory, on or about the 29th day of April, 1859, Assistant Quartermaster, U. S. Army, charged with the disbursement of public money, and did then and there transmit to the Treasury Department, through the office of the Quartermaster General of the Army, to be allowed in his the said *Jordan's* favor a receipt and voucher bearing date Fort Dalles, O. T., 2d March, 1859, from Bradford & Co., creditors of the United States, for the sum of two thousand four hundred and fifty-two dollars and seventy cents. (\$2,452.70) without having paid to said Bradford & Co., the full amount specified in said receipt and voucher, and therein he, the said *Jordan*, did, then and there, at Fort Dalles, O. T., on the 29th day of April, 1859, convert to his own use and embezzle the amount specified in said receipt and voucher, that is to say, the sum of two thousand four hundred and fifty-two dollars and seventy cents (\$2,452.70)."

Specification 2d—"In this; that he, the said Captain *Jordan*, was at Fort Dalles, Oregon, on or about the 21st day of July, 1859, Assistant Quartermaster, U. S. Army, charged with the disbursement of public money, and did then and there transmit to the Treasury Department, through the office of the Quartermaster General of the Army, to be allowed in his the said *Jordan's* favor a receipt and voucher bearing dates Fort Dalles, O., June 16th, 1859, from Incarnation Baldez, a creditor of the United States, for the sum of thirty-eight dollars (\$38) without having paid to said Baldez the full amount specified in said receipt and voucher or any part



thereof, and therein he, the said Jordan, did then and there at Fort Dalles, on 21st July, 1859, convert to his own use and embezzle the amount specified in said receipt and voucher, that is to say the sum of thirty-eight dollars (\$38)."

Specification 3d—"In this; that he, the said Captain *Thomas Jordan*, was at Fort Dalles, Oregon, on or about the 13th day of January, 1860, Assistant Quartermaster, U. S. Army, charged with the disbursement of public money, and did then and there, transmit to the Treasury Department, through the office of the Quartermaster General of the Army, to be allowed in his the said Jordan's favor a receipt and voucher bearing date Fort Dalles, Oregon, the 28th August, 1859, from Victor Trevitt, a creditor of the United States, for the sum of two hundred and forty-five dollars and eighty-seven cents, (\$245.87) without having paid to said Trevitt the full amount specified in said receipt and voucher; and therein, he, the said Jordan, did then and there at Fort Dalles, on the 13th January, 1860, convert to his own use and embezzle the amount specified in said receipt and voucher, that is to say, the sum of two hundred and forty-five dollars and eighty-seven cents (\$245.87)."

CHARGE II.

"*Conduct unbecoming an officer and a gentleman.*"

Specification—"In this; that he, the said Captain *Thomas Jordan*, Assistant Quartermaster, United States Army, did at Portland, Oregon, on or about the 18th day of January, 1860, give to Bradford & Co., two receipts for one thousand dollars (\$1,000) each, on which to draw two thousand dollars (\$2,000) of public money from Captain Ingalls, Assistant Quartermaster, United States Army, to pay a private debt due the said Bradford & Co., by the said Jordan."

To which charges and specifications the accused pleaded as follows:

To the 1st *Specification*, 1st Charge, "Not Guilty."

To the 2d *Specification*, 1st Charge, "Not Guilty."

To the 3d *Specification*, 1st Charge, "Not Guilty."

To the 1st CHARGE, "Not Guilty."

To the *Specification*, 2d Charge, "Not Guilty."

To the 2d CHARGE, "Not Guilty."

FINDING OF THE COURT.

After mature deliberation, the Court finds the accused, Captain *Thomas Jordan*, Assistant Quartermaster, United States Army, as follows:—

Of the 1st *Specification* to 1st Charge: finds the statement as set forth, except the following: “and therein he, the said Jordan, did then and there, at Fort Dalles, O. T., on the 29th day of April, 1859, convert to his own use and embezzle the amount specified in said receipt and voucher, that is to say, the sum of two thousand four hundred and fifty-two dollars and seventy cents (\$2,452.70);” but attach no criminality thereto.

Of the 2d *Specification* to 1st Charge: finds the statement as set forth, except the following: “and therein he, the said Jordan, did then and there, at Fort Dalles, on July 21, 1859, convert to his own use and embezzle the amount specified in the said receipt and voucher, that is to say, the sum of thirty-eight dollars (\$38.00);” but attach no criminality thereto.

Of the 3d *Specification*, 1st Charge, “Not Guilty.”

Of the 1st CHARGE, “Not Guilty.”

Of the *Specification*, 2d Charge, “Not Guilty.”

Of the 2d CHARGE, “Not Guilty,” and the Court “*does therefore honorably acquit him.*”

II...The proceedings of the General Court Martial in the foregoing case have been submitted to the Secretary of War, and the following are the orders thereon:

WAR DEPARTMENT,

January 16, 1861.

The verdict on the 1st and 2d specifications to the 1st charge does not express the meaning of the Court. For surely a Court sworn to administer the law cannot mean to return a verdict which is a pure and simple contradiction of the law. The Court cannot have meant to declare that it is not embezzlement to render a false voucher for payment of money not paid when the law declares that it is embezzlement. The Court must therefore have meant that the accused is not guilty of the facts charged in the legal sense; that he did not wilfully and designedly render a false voucher. That this is what the verdict meant would also appear from the ruling on the plea in bar, and from the evidence on the record to the facts. The

accused pleaded, with other matters in bar, that the Act of Congress of August 6, 1846, defining embezzlement, is the law in the trial of indictments in the civil courts of the U. S., but is not the law of embezzlement in their courts-martial. The Court properly overruled the plea. And it is in place here to remark that the rendering of false vouchers was always evidence of embezzlement at common law, and the effect of the recent statute, upon that point, is merely to relieve the prosecution of the necessity of ascertaining the exact amount overcharged and embezzled by making any overcharge an embezzlement of the whole amount of the voucher. The evidence on the record which also goes to explain the verdict, is this: testimony for the defence was brought to show that the accused gave his clerk for the claimant a check for \$2,000 and that the account was made up by the clerk and receipted by the claimant for a larger amount than paid without the knowledge of the accused. If this evidence satisfy the Court, they ought to have rendered a general verdict of not guilty; or a special verdict explaining the facts in their legal relation, and not the verdict they have rendered, finding the facts as charged, and rejecting and denying the necessary and legal conclusion from them.

The record discloses very extraordinary errors in the proceedings.

The prosecution offered in evidence the receipts designated in the specification to the 2d charge, to which the defence objected "on the ground that they were part of, and attached to the proceedings of the Court of Inquiry," and the court sustained the objection. The prosecution then offered parole evidence of their contents; the defence objected, and the Court overruled the objection. In these decisions the Court contrived to violate the plainest rules of evidence. It is really unaccountable how a Court could conceive that evidence, documentary or oral, should be rejected in one Court because it had been admitted in another Court, or that a document being incompetent, its contents by parole could be admitted.

Again; the voucher for \$2,452.70 alleged to be overcharged being in proof for the prosecution, and for the defence that \$2,000 had been paid, the prosecution asked *what part* of that payment was on account of that voucher. The defence objected. That the inquiry was pertinent, that it went precisely to the gist of the matter on trial, would seem to be obvious; and, moreover, the prosecution explained, that the claimant had, in fact, signed other vouchers,

and the point was how much had been paid on that voucher. Nevertheless the Court sustained the objection and ruled out the inquiry. Then the prosecution asked if *the whole of the \$2,000 was paid on that voucher*. The defence objected (what was clear enough) that that was matter just ruled out. But now the Court overrule the objection and admit the answer, and allow it to be shown that "*the whole*" of the \$2,000 was not paid on that voucher, and though they would not allow it to be shown "*what part*" of it was so paid; and consequently what part of the voucher had been paid, and that material inquiry they left as much in the dark as they found it.

Errors, such as these, are inexcusable.

This record presents, however, a much more important subject for the animadversion of the Department and the information of the army. This accused and some other disbursing officers have been charged with rendering vouchers of payment, when, in fact, the payments had not been made. Their defence is, that having no public money, they had given the public creditor for indispensable supplies or services, certificates of public debt, or pledged their personal credit, and then took his receipt to draw the money on it and apply it according to the liabilities so incurred. It is sufficient to say that the law positively forbids such vouchers; that it makes it felony to render a voucher of money paid when it is not paid; that the proper mode of drawing public money for disbursements is by requisition and not on false vouchers; and that the Department can accept no excuse for a practice which, with whatever good intentions, is forbid by law, and tends to discredit all public accounts.

J. HOLT,

Secretary of War, ad interim.

III...Captain *Thomas Jordan*, Quartermaster Department, is released from arrest.

IV...For reasons submitted by the Inspector General, approved by the General-in-Chief, the sentences promulgated in "*General Orders*," No. 29, of December 29, 1860, from the Headquarters, Department of the West, against Privates *Thomas Crowley*, of Company "I," 2d Infantry, and *Jackson Barnes*, of Company "D," 2d Infantry, are remitted; the forfeiture of pay from January 16, 1861; the confinement and hard labor with ball and chain, from the date of the receipt of this order at the post; the time lost by deser-

tion to be made good as required by paragraph 154; General Regulations of the Army.

V...The military post established near the Gila Copper mines, now known as Camp Webster, or Fort Floyd, will be called FORT McLANE.

VI...The military post established at Ojo-del-Oso, New Mexico, will be known as FORT FAUNTLEROY.

VII...The following are announced as double ration posts from the dates of their occupation by troops, viz:—

Fort Churchill, U. T., from July 20, 1860.

Fort Wise, K. T., From August 28, 1860.

BY ORDER OF THE SECRETARY OF WAR:

S. COOPER,
Adjutant General.

OFFICIAL:

Assistant Adjutant General.