

UNITED STATES)
v.)
Sgt (E-5) Gilford Tyler)
Logistics Training Battalion)
Atlanta Army Depot)
Forest Park, Georgia 30050)
Offer To
Plead Guilty

I, Sgt E-5 Gilford Tyler, the accused in a court-martial now pending have had an opportunity to examine the charges preferred against me, the statements of witnesses attached thereto, and, after consulting with my defense counsel, CPT James Lane, and being fully advised that I have a legal and moral right to plead Not Guilty to the Charges and Specifications under which I am about to be tried and to place the burden of proving my guilt upon the prosecution, offer to plead Guilty to all the Charges and Specifications, to wit:

Charge I - Having been placed in arrest in his battalion area in Building 818, Atlanta Army Depot, Forest Park, Georgia did on or about 2100 hours, 28 August 1971, break said arrest in violation of Article 95, Uniform Code of Military Justice.

Charge II - That at apartment 14-B, Holland Park Drive, Atlanta Army Depot, Forest Park, Georgia, on or about 1745 hours, 28 August 1971, was disrespectful toward Captain Pius Kindle, my superior commissioned officer, in violation of Article 89, Uniform Code of Military Justice.

Additional Charge I - That at Security Police Headquarters, Building 104, Atlanta Army Depot, Forest Park, Georgia, on or about 2130 hours, 28 August 1971, was disrespectful toward Captain Pius Kindle, my superior commissioned officer, in violation of Article 89, Uniform Code of Military Justice.

Additional Charge II - That at apartment 14-B, Holland Park Drive, Atlanta Army Depot, Forest Park, Georgia, on or about 1745 hours, 28 August 1971, wrongfully communicated to Captain Pius Kindle a threat to injure him, in violation of Article 134, Uniform Code of Military Justice,

and agree upon acceptance of this offer to enter into a written stipulation with the trial counsel of facts as to the circumstances of the offenses. This stipulation is to be used only in pursuance of this agreement to inform the members of the court of matters pertinent to an appropriate sentence provided the Convening Authority will not approve a sentence in excess of: Reduction in grade to PFC (E-3) and forfeiture of \$50.00 per month for four months.

In offering the above agreement I should like to state that:

I am satisfied with the Defense Counsel who has been detailed to defend me;

This offer to plead guilty originated with me and no person or persons have made any attempt to force or coerce me into making this offer or to plead guilty;

My Defense Counsel has advised me of the meaning and effect of my guilty plea and I understand the meaning and effect thereof;

I understand that I may withdraw the plea of guilty at any time before sentence is adjudged;

I understand this offer and agreement and the fact that I have agreed to enter into the stipulation of facts as set out above. If my plea is not accepted, this offer to stipulate is null and void. I further understand that this agreement will be automatically cancelled upon the happening of any of the following events:

1. Failure of agreement with the trial counsel on the contents of the stipulation of facts;
2. The withdrawal by either party from the agreement prior to trial;
3. Modification at any time of the agreed stipulation of facts without the consent of all parties to the stipulation;
4. The changing of my plea by anyone during trial from guilty to not guilty;
5. The refusal of the court to accept my plea of guilty.

James W. Lane
JAMES W. LANE
CPT, JAGC
Defense Counsel

Gilford Tyler
GILFORD TYLER
SGT (E-5) US Army
Accused

Recommend (approval) (disapproval)

Richard Lee Neintz
RICHARD LEE NEINTZ
CPT, JAGC
Trial Counsel

Headquarters, Atlanta Army Depot
Forest Park, Georgia 30050

Date:

The foregoing offer is accepted (not accepted)

Marshall M. Motes
MARSHALL M. MOTES
Colonel, QMC
Commanding