...ng Gazette.

PITTSBURGH:

FRIDAY MORNING, OCT. 23, 1857.

THE CITY PAPER OF THE CITY.

News of the City and Neighborhood.

M. & M. Bank vs. O'Connor & Co.—Pursuant to adjournment, Judge Hampton yesterday took up the bench warrant case in which the President and Directors of the Mechants & Manufacturers Bank are complainants and James and Hercules O'Connor respondents. Messrs. Roberts & Mellon, Stowe & Hampton, Marshall & Brown, F. C. Shannon and Burke appeared as counsel for respondents, and A. W. Loomis and T. P. Hamilton, Esqs., counsel for complainants.

Judge Hampton stated that if the case were likely to last through the day, he would be pleased to know it beforehand, for that witnesses were waiting here to testify in cases before the District Court, who might be temporarily excused from attendance.

Mr. Biddle Roberts, Esq., stated he intended to make a motion in due time to quash the proceedings of the M. & M. Bank vs. O'Connor, and that if that motion prevailed the regular business of the Court would suffer but little delay.

Judge Hampton decided, after a few moments, to proceed with the bench warrant case, and not to dismiss witnesses for the day who might be in attendance.

Mr. Roberts then moved that the proceedings in the case of The Mess'rs. O'Connors be quashed, on the ground that the affidavit on which the bench warrant was issued is defective in not specifically stating the means by which the credit at the M. & M. Bank was obtained, and all the attending facts which the statute requires to be set forth. Mr. Roberts read from the statute and quoted the case of Dougherty vs. Dougherty, Penna. Law Journal, page 153, in support of his position. Also N. York cases, 6 Gill's Report, page 429, to similar effect with the first as above cited.

Judge Hampton, after considering the affidavit, the statute, and the proceedings hitherto had in this matter, read from the Act of Assembly such portions as bore directly upon the case and stated that he did not see how the allegations against the respondents could have been set forth any more fully than they had been in the affidavit. It set forth that he knowingly, designedly and deceptiously obtained money of the M. & M. Bank, etc. The motion to quash was then ruled by the Court.

Mr. Roberts, after a little, stated that he had supposed the objections he had made, and which are above noted, would prove fatal to further proceedings. Since they had not so proved, they were now prepared to proceed. He then read the voluntary statement of Mr. James O'Connor, as follows:

MR. O'CONNOR'S ANSWER.

To the Hon. Moses Hampton, President Judge of the District Court of Allegheny Co.

James O'Connor, of the firm of O'Connor Bro. & Co., reserving all legal exceptions and rights of exceptions to the manifold errors, defects and insufficiencies of the complaint of John Scott, the alleged pro tem. President of the Merchants and Manufacturers Bank of Pittsburgh, answers and says:

That to the best of his knowledge and belief, the firm of O'Connor Bro. & Co. are not indebted to the Merchants and Manufacturers Bank in the sum stated in said bill, eighty-five thousand dollars, for moneys had and received by said defendants from said plaintiffs. And denies that said alleged indebtedness is in any crime, or fraudently contracted.

And he further denies that the said alleged debt was fraudulently contracted by him, the said James O'Connor, with the connivance of the book-keeper of said bank, knowingly, designedly and deceptively, and without the knowledge of the proper officers of said bank, overdrawing the accounts of said O'Connor Bro. & Co. thereto to that amount.

And the Respondent further says that during the last seven years he has had numerous and large business transactions with said bank, that in the month of February, A. D. 1856, he had the bank book of the firm settled, and the balance or amount due O'Connor Bro. & Co., at that time was the sum of five thousand dollars or thereabout. That since that date O'Connor Bro. & Co. have had transactions with said bank of the amount of about three million and five hundred thousand dollars, a large portion of which said transactions were not on the private account of said O'Connor Bro. & Co., but on account of said bank itself, or on account of the President or other officers of said bank. That in the conductance of the transactions, and on behalf of the bank or the officers thereof as aforesaid, this Respondent was in the habit of giving, at the request of the President or other officers of said bank, the checks of O'Connor, Bro. & Co., in the nature of vouchers for moneys or drafts of the said bank, which said moneys or drafts were to be employed for the use and advantage of the said bank or the President or other officers of said bank, and which were accordingly so used, but this Respondent does not know to what extent or in what manner the accounts of the bank exhibit the charges for said checks or credits for the proceeds of said drafts or moneys, but from the manner in which he has learned that the accounts have been kept, he believes O'Connor, Bro. & Co., are charged indiscriminately with said checks or with the greater proportion thereof, without regard whether the same was for the use of James O'Connor, O'Connor, Bro. & Co., or the said bank or its officers. That in many instances the notes of other banks of the city of Pittsburgh were placed in the possession of the firm of O'Connor, Bro. & Co., for the purpose of drawing specie from the vaults of said banks, without disclosing for whom the specie was obtained, and in pursuance of the directions of the officers of said bank, the specie was obtained and then returned to the Merchants and Manufacturers Bank, and this Respondent does not know to what extent O'Connor, Bro. & Co., have been charged or credited therefor.

And the respondent further answering, avers that, in his transactions with said bank on account of O'Connor, Brother & Co., he has frequently received at the counter of said bank, upon his check drawn in the name of O'Connor, Brother & Co., large amounts of bank notes of the issues of banks not located within the State of Pennsylvania, and which were not par in the city of Pittsburgh, and which he has reason to believe were charged at par on the books of the bank; and he has also received large amounts from the said bank in the notes of banks, not located within the state of Pennsylvania, of a less denomination than five dollars; also, considerable amounts of counterfeit money, which at the time he received the same, he believed to be genuine, and which he has reason to believe are charged on the accounts of said Merchants' and Manufacturers' Bank against O'Connor, Brother & Co.

The respondent, further answering, admits that he was aware that his account during his transactions for and with the said bank has from time to time been apparently largely overdrawn, but he avers that it was overdrawn with the knowledge and consent of the President and other officers of said bank, and that, as this respondent has reason to believe, and does believe, in pursuance of the customs of the bank with many of its customers and depositors.

And the respondent further avers that, aware of the magnitude of his transactions with and for said bank, and being desirous of keeping the account of said O'Connor, Brother & Co., with said bank accurately and correctly, and having the same properly discriminated, he did, since February, 1856, the date of the last settlement of O'Connor, Brother & Co. with said bank, repeatedly request the proper officers of said bank to settle and adjust the bank book and account of said O'Connor, Brother & Co. with said bank, but the officers of said bank neglected and refused so to do, alleging that from the state of their business, they had not time to do it; and recently, before the difficulty or misunderstanding arose between your respondent and the bank, he had been back with the officers of said bank for the purpose of adjustment and settlement; that on that occasion he remained with said officers for over ten days, and was returned to respondent without being settled or adjusted.

And respondent further answering, avers, that afterwards being informed by the officers of the said bank, that the account of O'Connor, Bro. & Co. was largely overdrawn, he inquired the amount, and being informed, the respondent immediately satisfied the demand of said bank; that subsequently, respondent was again informed by the officers of said bank, that the account of O'Connor, Bro. & Co. was still further overdrawn, and again inquired the amount, and being informed of the same, it was immediately made good. Subsequently, the respondent was again informed, that the said account of O'Connor, Bro. & Co. was further overdrawn, in a still larger amount; that respondent feeling sincerely anxious for a final settlement and adjustment of the account, and desirous to vindicate and sustain the character and credit of the firm in the community, at the instance and request of the officers of the bank, consented to place, and did place in the hands of a gentleman of acknowledged character, credit and responsibility—also a director of the bank—securities to the amount of one hundred and fifty thousand dollars, for the purpose of being applied to any possible deficiency in the account of O'Connor, Bro. & Co., upon a fair, good condition and with the view and express understanding, that the balance, if any existed, should be immediately ascertained without delay; and in the event of any misunderstanding as to said balance, that two persons should be mutually chosen by O'Connor, Bro. & Co. and said bank, whose final settlement and adjustment should be a final closing of it, and that upon the final settlement and payment of said balance, a formal certificate of such final settlement and release should be made and signed by President and Cashier of said Merchants and Manufacturers' Bank.

And the respondent further avers, that he was aware that his account during his transactions for and with the said bank has from time to time been apparently largely overdrawn, but he avers that it was overdrawn with the knowledge and consent of the President and other officers of said bank, and that, as this respondent has reason to believe, and does believe, in pursuance of the customs of the bank with many of its customers and depositors.

And the respondent further avers that, aware of the magnitude of his transactions with and for said bank, and being desirous of keeping the account of said O'Connor, Brother & Co.