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 C. Contract from Fight programment of the synthesis of the synthe			1.5			MITTIGE AV ADDIT 91	1968	
 THE OCONSOLTACK CASE. (cadinate from MPh Pegr). (cadinate from MPh Pegr). (cadina		A	8	·····································	PITTSBURGH GAZETTE:	IUESDAL, AFNIL 21,	1080.	
 THE OCONSOL-LACK CASE. The Accessed of the second constraints of the s					hat I don't call that marking	Q. What was said about relations exist-	Q. After you heard of these rumors and y	riew of bringing to your recollection the
 (calibration of the spectral products produt	· •	gelanger (*		agreed on, and mould go in 8 000	to him Thed no conversation.	ng between these parties? State what		A. I don't remember, sir, that date.
 preductory provide the first a large mass of the first sectory of the first sectory		····		barrels at two domars per barrent I have	of these contracts: how much money?	A. I could not state the entire conversa-	A. That there had been an attompt at	sation at the Continental?
 pickeberg products products in the same of the same or product strength of the same of the sa					A. I have paid, or caused to be paid, I	hat he was there in the OINCE: and I have !	tially successful, but which had bursted;	A. O, decidedly. O. About how long?
 Lever were producting the discrept series of the series of		4.2.2.8	neighbors; persons that I had reason to	and got a he would make money for mail	or soven hundred uomars, tour incusanu	neard him on one or two occasions-one	that the price of on had also noon in seiz-	A. I could not fix it. Some two or three
 Ten find tell him their normalization of the present house of the present house			know were probably in the-	he would make more money for me than I	dollars of that money I paid in person to C	or of nurchasing oil they must place im-	ing a large quantity of it here, hearing H	O I understand you to say that Mr Theo
 A. Loidkin there that, find not think for a particular product produc			A. Yes, I did tell him that; and we got	had lost by the short contracts. He said he would also ask other persons to go into	the remaining sixteen or nineteen thousand	plicit confidence in him; that he was better	Tack, had gone to Washington with some	Tack was somewhat alarmed about the con-
 A. Loidkin there that, find not think for a particular product produc	. ·	:	Q. [By Mr. Hagert.]. You said you told	it, and it would be a very large transaction	dollars was paid with my money. Faid by my agent, Augustus Marino, and the con-	that they would have to rely on him; if they	of the oil men here and they had successful in-having most of the oil released. That	the rape seed?
 kers. partieulisty assome of them, i know, were sharped to say to be added that y mage to be the order state. Market is associated by the say association of the state were sharped to be stated that is therwards is approximated to be stated that is				perate cases needed desperate remedies,	tracts were transferred to Marino in trust	have to rely on him-leaving me to sup-	was the substance of it.	price.
 kers. partieulisty assome of them, i know, were sharped to say to be added that y mage to be the order state. Market is associated by the say association of the state were sharped to be stated that is therwards is approximated to be stated that is		· .	would take his advice particularly, or be	told me they made a business of making	my counsel. I paid this money, and they	pose, giving him entire control of the matter.	ture condition of the market with reference	A Ves. sir.
 C. Hy att, is and is a pressure of the product of the pro			kers, narticularly as some of them, I knew,	"corners" and "rings" to put down oil or	made. The four thousand dollars I paid in	Q. What was said on the subject of their	to your interests:	O. You also stated that afterwards he ap-
 about it. Total imit woold have the main of the state strate on a strate of the state strate on a strate of the s				ness was of too limited extent, that out of	cash to Mr. Kirkpatrick in my house.	A 317-11 thor more all in the same boat		ence of that fact?
 about it. Total imit woold have the main of the state strate on a strate of the state strate on a strate of the s	-	SIH	wrangle about it, you say?	they had to pay five-eights to a sub-broker,	out of pocket?		. What the market would be?	A Yes sit.
 c) For investigated unique many outside of more shown and provide the series of these interval contracts, and put to the series of these interval contracts, and put to the series of these interval contracts, and put to the series of these interval contracts, and put to the series of these interval contracts, and put to the series of these interval contracts, and put to the series of these interval contracts, and put to the series of these interval contracts, and put to the series of these interval contracts, and put to the series of these interval contracts, and put to the series of these interval contracts, and put to the series of these interval contracts, and put to the series of these interval contracts, and put to the series of these interval contracts, and put to the series of these interval contracts, and put to the series of these interval contracts. c) They define and contracts, and put to the series of the series of the contracts. c) They define and contracts into series of the series of the contracts. c) They define and contracts into series of the series of the contracts. c) They define and contracts into series of the contracts. c) They define and contracts.	•		about it. I told him I would have the mat-	1 til	and twenty-one thousand dollars.	Q. ⁹ [By Mr. Cassidy.] This what he said?	in his opinion. At one time net gought ant-	A A your short time.
 While blings and learning and learn		.018	ter investigated fully in maily outside of	money. If I gave him the \$14,000 to retire	Q. 1 would like you to take these con-	i o rp doffel A to those the exact words?		Atom of the second s
 C. Time' think he made any reply, sit. C. Time' think he made any reply sit. C. Time' think he made any reply sit. C. Time' think he made any reply sit. C. Time' think the made and made any reply sit. C. Time' think he made any reply sit. C. Time' think he made any reply sit. C. The made any reply sit. C. Time' think he made any reply sit. C. The made any reply sit.		• •	this thing, and learn an connecto that?	820,000 in this arrangement, he would pro-	those you paid, and on the left all you de-	A. Well, he said they would have to rely implicitly on him; give him entire control	crop, which might have the effect of ad-	thoma in the second s
 G. Wist halt full of you the same morning ons and right as between me and his/profile. And can and all the rest of them. M. They finished you no oil? M. They finished you no oil? M. No, sin: M. Tack: J. Millish connection the math the contracts of the most of the solution of the s		4.000 m	A T don't think ne made any workers the	tect me fully and the matter would come	money		seed" is some oil that comes into compe-	O I mean prior to your entering into ae
 winit difficulty. A logistic Times, Mr. Augustus Tack and Singed more warangling about this thing, Mr. Daniel L. Miller came in where we were and has been enables was to see me and see the express word "ting", "for he sail before material came in where we were and has been enables. We have and the price is has the result? A. To, sir. A. No, sir. G. You made that arrangement, and that the express word "ting", because that is ware research was to bee me and see there was a deposit of \$1.000 in cash (bo be ransferred all his right and tilts because the there was a deposit of \$1.000 in cash (bo be ransferred all his right and tilts because the there was a deposit of \$1.000 in cash (bo be ransferred all his right and tilts on take is good-hundred), he turned the aver said to take it good-hundred), he turned there was a deposit of \$1.000 in cash (bo be ransferred all his right and tilts on take it good-hundred), he turned to any wat as the meanter. When he found the aver mark disting. Takk I did not take it good-hundred by, he turned to any set market and the meanter. When he found the aver shift be market of the conversation. The six whit distingt. Takk I did not take it good-hundred by, he turned of this difficulty. 4 told Mr. Miller and Miller and the to take was to be used? We build the fail and the dat to the conversation. Takk I had senting the market of the conversation. States This was in the senting, when had not de solution arrangement, with the had had not del contracts deliversation to the place from tens, the senting when we had in a dath the fail of the senting when had not de solution arrangement, with the had had not del contracts deliversation to the place from tens, a barrel margin. Takk I had senting the had not de solution arrangement, with the had had not deliver aran	<u>к</u>	1.	Q. Was that all of your interview?	ous and right as between me and his broth-		them timely warning of which they might	tition as an article with renned perforcant	A Theme had other contracts.
Index			A HOUST IS THE A HOUST IS LOCK STOL	er, and all the rest of them. And in that connection he made use of		agree thomsolves they went in the same	I A State the interviews you had when	Q. How long previous to six months or a
 office, and came in where we we is all about is personal base as a labout is well about is used it is because I know all about is used it is beauties I know all about is used it is beauties I know all about is used it is beauties I know all about is used it is beauties I know all about is used it is beauties I know all about is used it is beauties I know all about is used it is beauties I know all about is used it is beauties I know all about is used it is beauties I know all about is used it is beauties I know			myself were wranging about this thing, Mr. Daniel L. Miller came into Mr. Tack's	the express word "ring," for he said before	was the result?		A. Well, he corrected that with his later	A. No, not so long. I think that I had
Mr. Tack, regarding one of the set one dated of 1109 24, re- ally executed on July 24, r		υ	office, and came in where we were, and ms	to get me in this, because I knew all about	difference between the contract price I had	I understood the matter from the conver-		Manah
ally escented on July 8th, and in which there was a deposit of \$1.000 in cash (to be put up by me), and \$1,000 in cash (to be put transferred all his right and title to it to for this difficulty. I told Mr. Miller and Miller mark was the matter, what was the reason of this difficulty. I told Mr. Miller and Miller mark was the matter, what was the reason of this difficulty. I told Mr. Miller and Miller mark with instructions to deposit it, as to be used? M. Yes, sir. Tack, with instructions to deposit it, as to be used? M. Yes, sir. Tack, with instructions to deposit it, as to be used? M. Yes, sir. this money was two dol- states Truis Company, and he had not deposit it, as a barel margin. They were to bu states a merel margin. They were to bu states a merel margin. They were to bu states a merel margin. They seen the a margeneent, with the function states a merel margin. They seen the a margeneent with the dilyer able a head in Ant-			Ar- Track regarding one of these contracts	very large "ring" of the kind in Pittsburgh;	agreed to sen, and the price it had been	Sation.	not in his opinion (and by his advice we	Q. You are familiar with the modus oper-
thère was a deposit of \$1.000 in cash (to be put up by me), and \$1,000 in cash (to be put up by Badetty, the buyer. Badetty had transferred all his right and tile to it to of the conversation. This is what, distinct- what was the matter, what was the reason of this difficulty. I told Mr. Millier and Mr. Tack I had sen imy thousand dollars to Mr. Tack I, had sen imy thousand dollars to Mr. Tack I, had sen imy thousand dollars to Mr. States Fruist Company, and he had not de States Fruist Company, and he had not de States Fruist Company. and he had ti; he had kept it. States Fruist Company. and he had ti; he had kept it.	,		and a vecuted on July 8th, and in which	and therefore he wanted me in it.	O. You had to pay the difference what-			tion, notice," &0?
 The busic product of the conversation. This is what distinct transferred all his right and tille to it to know what he meant. When he meant. Where he meants of the meant. When he meants of the meants of the meant. When he meants of the meants of		() (there was a deposit of \$1.000 in cash (to be not up by me), and \$1.000 in cash to be put	smiled and laughed. And then I wanted	ever anybody made the market?	A. Mr. 180K, Mr. O control and a	own contracts or his own condition at that	A. Yes, sir. O In these wontures you relied upput
of this difficulty. I told Mr. Miller and Mr. Tack I had sent my thousand dollars to Mr. Tack, with instructions to deposit it, ac- posited it; he had it; he had kept it.		-	nn hy Radetty, the buyer, Badetty nao			that time, with the exception of mysell.	time, where his firm stood in this matter is A. Always with us; if they lost, we lost,	your own judgment?
of this difficulty. I told Mr. Miller and Mr. Tack I had sent my thousand dollars to Mr. Tack, with instructions to deposit it, ac- posited it; he had it; he had kept it.		11	Mr. Miller, and Miller had come to see	e off the conversation. This is what distinct	These contracts amounted to 2,000 barrels.	office?	if we lost they lost still more heavily.	Q. You lived at the headquarters of all
Tack I had sent my thousand dollars to Mr. Tack, with instructions to deposit it, ac- cording to arrangement, with the United States Trust Company, and he had not de posited it; he had it; he had it; he had it; he had kept it.		3	what was the matter, what was the reason	The conversation took place from ten	Four contracts each 500; one at twenty-four cents: one at twenty-four cents: one at	Gas		A. I lived at Pittsburgh; yes, sir I trans
rack, with institutions to diport the United was to be used? states Trust Company, and he had not de posited it; he had it; he had it; he had kept it. posited it; he had it; he had kept it. A. Yes, sir; this money was two dol- lars a barrel margin. They were to buy oil contracts deliverable ahead in Ant-	,• `	- 1. -	The Thad sent my thousand dollars to Mr	the second s	twenty-four cents, and one at twenty-four	Q. Were you not a cierk in that once a	(). Did von see Mr. Augustus fack here.	acted business there.
States Trust Company, and no had not de lar barrel. They were to buy barrel? posited it; he had kept it. lars a barrel margin. They were to buy barrel? A. It was ordinarily estimated that forty the cureka Insurance Company. A. It was ordinarily estimated that forty the cureka Insurance Company. A. On the evening of the 29th day of July of Walds, and the contracts, I presum the cureka Insurance Company. A. Was Mr. Finney employed at the same 1867, Mr. James O'Connor came into the A. Yes sir.			cording to arrangement, with the United	d was to be used?		A Tam a clerk there of the Eureka II	A. I did.	A. A great many of them; I cannot say
oil contracts deliverable aneau in Ante allow made a have by the oil bookars (0, was Mr. Finney employed at the same aneau in Ante allow made a have by the oil bookars (0, was Mr. Finney employed at the same and a have a look at the same and a have a look at the same and a have a look at the same at the s		,	Chaton Tringt Commany, and ne had not up	lars a barrel margin. They were to buy	The second second second sheet for the	AL - Transles Incurance Company	A On the evening of the 29th 0.8V 01 July	a star lad athon contracts I shoelima
	ſ.		O Got it vet? 5	- and thoull " the market. The more	e gallons made a barrel, but the oil brokers	Q. Was Mr. Finney employed at the ball	Continental Hotel and told me he had had	A. Yes sir.
A. 1es, sir, he hish you fully complied with people they got into it-strong people they got into it-strong people they laimed as high as forty-four. At a A. Mr. Finney is the secretary of the a remarkable conversation with A. Yes, sir. 1,500 barrels, I think.	·	•	A. Yes, sir; he has it yet. That the contract, not having been fully complied wit	h people they got into it-strong people-	they claimed as high as forty-four. At a	A. Mr. Finney is the secretary of th	a remarkable conversation with	A. Yes, sir. 1,500 barrels, I think.
	•• •	90 ·			e certain time it was forty, but since then they have settled on forty-four.	fice, sometimes called assistant secretar	V. I. O. YONF MIND INSUINCE WHAT I ASKED JOU	
Tack s, that in an interference and that I had noth- parties (whose names I have mentioned) I C Kirk patrick \$4,100. They were naid Robert Finney, a witness called for the about?			The als for that controors and LDML 1 1000 1000	h- parties (whose names 1 have mentioned	I C Kirknatrick 84,100. They were naid	Commonwealth, was sworn.		A. Yes sir.
ing to do with it. It threw the builder on would make every effort in the city of rimatelpina, as winte to many of part in the city of rimatelpina, as winte to many of part in the city of rimatelpina, as winte to many of part in the city of rimatelpina, as winte to many of the many		• •	ing to do with it. It threw the burden o	r- said then that he would make every effor	Earle's office, by my agent, Mr. Marino, in	Examined by District Attorney Mann	.] speak intelligibly—Mr. Augustus Tack	fence?
book in connection with that to show willier. Q. He then spoke of "building" the mar- Wy presence.	•		book in connection with that to snow to si	er. Q. He then spoke of "bulling" the man	r- my presence.	A In the neighborhood of Pittsburgh.	O. Where did you first fall in with him	O. Have you been active in getting up
	,	•	and he had a wrangle and quarrel regar	a litest in Antworn to research nright in All		Q. Were you present in Pittsburgh at a interview between Theodore Tack, of the	he avening of July 29th.	this prosecution?
and he had a wrangle and duarfel fegard. ing that, and then, in connection with that, while Mr. Miller was there, or while he had this prosecution? A. Yes, sir; he was to "bull? the market in Antwerp. When oil raises in price in Mr. Have not the exact date. Mr. Marino this prosecution? A. Not price in antwerp. When oil raises in price in Mr. Have not the exact date. Mr. Marino this prosecution? A. Not price in antwerp. When oil raises in price in Mr. Have not the exact date. Mr. Marino this prosecution? A. Not price in antwerp. When oil raises in price in Mr. Have not the exact date. Mr. Marino this prosecution? A. Not price in this prosecution? A. Not pr		• .	while Mr. Miller was there, or while he he	A. Yes, sir; he was to "bull" the mark	in can give the date.	from of Table, Bros. & Co., and James U'U	n-1 O Did won go with Mr. O'Connor to se	e comparatively little interest in it. O. Have you not a large interest in its re-

werp? A. Yes, sir; he was to "bull'! the market in Antwerp. When oil raises in price in Antwerp it necessarily rises here. Q. [By Mr. Cassidy]. This is what he said? while Mr. Miller was there, or while he had while Mr. Miller was there, or while he had stepped out a moment, (Mr. Finney was i there, Mr. Tack was there, and I was there,) I then suggested that he might as well show me the balance of his letter of that date (it was about July 6th, 7th, or 8th, or along there) with regard to the Badetty contract; to let me see the whole letter he had writ-ten to his brother; and that was the only way in which I could learn whether these men had acted right or not. He objected A. No, sir. Mr. Cassidy. Do not state anything but what he said. A. During the conversation in the Con-tinental Hotel it was figured up on paper and fully discussed, and Mr.Finney and I men had acted right or not. He objected to that; he said that portion of the letter both told him before he left that night, that

we would see about it; we would think it all over; we would consider his proposition; he had shown me had reference to this thousand dollar transaction; the balance I had no right to see. I told him I had no all over; we would consider his proposition; we wanted to get all the facts. Mr. Cassidy. Never mind; tell what you right, neither did I ask any thing except that which he should grant me in fairness, and that if he wanted to act honestly and truly, said. A. Well, I told him I wanted to get all the facts; and as soon as I could se he ought to let me read the whole letter; and he let me read the whole letter of that matter in all its bearings, we would see ahout it. He asked me when I would decide. I told him next day or the day after,

Q. [By Mr. Cassidy.] The whole of it? A. I am not certain. I think I read the A. I am hot certain. I think I feat the whole of it. It was a very long letter. [The letter referred to was called for by the prosecution. Mr. Cassidy replied the letter would be produced as soon as he

letter would be produced as soon as he he told me i had better come up from cape could procure it.] Q. [By Mr. Mann, continued:] What did you say with reference to that letter? A. It showed that on the day on which that letter was written, they had bought a very large quantity of oil. you say with reference to that letter? A. It showed that on the day on which that letter was written, they had bought a very large quantity of oil. Q. Instead of being sellers? A. Instead of being sellers? Excited about it; and put my hand on this letter-press book and said "that is

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And then he said he would go to Cape May, and that when he went to Cape May and met me, he would have the whole thing he had told me reduced to writing; and we letter-press book and said "that is all I wanted to know about this transac-tion, there is the proof of itself." I then told him he had swindled me. That was what I told him—the exact language—and made that arrangement with him. I did with Mr. Tack-that he was to come left his office.

to Cape May, where I had to go, and he would then have the whole thing reduced down in writing. I want-ed to get it from him in writing. I was then, after that, to say Where did you next see him? writing. . The next time I saw him was at the Continental Hotel that night. That's where whether I would give him the fourteen or Yes, sir. urself, in regar I was stopping. niteen thousand dollars to retire iny con-tracts, and the \$20,000 to go into this thing. And we left each other that night, or rather morning, for it was certainly half-past twelve o'clock, maybe one o'clock, before he left the hotel. The next morning Mr. Finney and I went down to the office and Mr. Teck (Aug fifteen thous nd dollars to retin Hand me the next one that is settled. Q. A. [Reads]: "David Kirk, National Restreet first. Q. Whereabouts on Walnut street? A. Well, about eight o'clock that even-ing. I had walked out with my wife and A. [Reads]: "David Kirk, National Re-fining and Storing Company, 2,000 barrels." This was settled, and Mr. Kirk got \$1,704.-17 on the one contract, and \$5,321.34 on the other contract, making \$7,028.59 in cash. That is, to the National Refining and Stor-ing Company, David Kirk, Superinten-dent. A. A great many, sir. Q.-State them. A. Mr. Tack told me that when I got to know him better I would understand that he was worthy of the confidence that he desired me to repose implicitly in him; assured me, O'Connor and myself, that in order to make any money in these con-tracts we must repose entire and perfect confidence in him; that he would manage the whole affair for us and that if we lost, their firms would loose infinitely more; they were in the same boat with us. Q. What statement, if any, did Tack make in regard to their own condition, as was walking up Walnut street, somewhere about Tenth or Eleventh street. Mr. Tack had come after me. He told me that he The next morning Mr. Finney and I went down to the office, and Mr. Tack (Aug. Tack) pulled out of his pocket a telegram and showed it to me and to Mr. Finney. It was a telegram from Bunker Brothers, of New York, stating, Sheplar "will go in 8,000 barrels (\$16,000); Schalk is here, and —" I cannot give it word for word, but "he will go in the same way. Shall we draw upon you at eight days' sight for \$16,000? Answer Bunker Brothers." "Now," said he, "it is so, and really true, and will go on." had come after me. He told me that he had been down to the Continental to see me, and not finding me in had learned I had gone out to take a walk, and had fol-lowed me and caught up with us. He walked with my wife and myself up to the oorner of Broad and Walnut streets, and back from the corner of Broad and Walnut dent. [Witness repeats the name of contracts [Witness repeats the name of contracts paid by him, as follows]: J. C. Kirkpat-rick & Co., 2,000 barrels; settled and paid in cash \$4,100. Kirkpatrick & Lyons, 1,500 barrels; settled and paid in cash, \$4,000. National Refining and Storing Company, 2,000 barrels; settled and paid in cash, \$7,-023,59. Simmons & Gildemeister (trans-ferred and owned by Brewer, Burke & Co.); Brewer, Burke & Co. were settled with and paid in cash \$3.000. The next is Wightman & Anderson, 1000 barrels, on which they claimed \$2,200, subback from the corner of Broad and Walnut streets to hotel. He commenced speaking about this oil business. When we went back to the hotel, Mr. Finney and he and I went down stairs in the Continental Ho-Q. What statement, if any, did make in regard to their own condition as make in regard to their own condition as to being "short" or "long?" A. That they were selling largely "short" of oil. Q. What was the amount of commission that he was to get? A. One and one-half per cent. Q. This was Mr. Theodore Tack? And will go on." Q. At the conversation at the Continental was there anything said between you on the subject of these two dollars-how far your responsibility extended? tel and we talked it all over, from about probably ten o'clock until after midnight. barrels, on which they claimed \$2,200, sub-Q. Well sir, what was it? A. Well he told me his particular busi-ness in coming to see me, after the trouble barrels, on which they etaimed \$2,200, 800-sequently increased it to \$2,600, and on which \$2,000 was paid to Mr.Wightman, on account, until we had time to examine and know how much more than that sum was your responsibility extended? A. Yes. I asked him, "Suppose these parties have put up this two dollars a bar-rel margin, and by any means whatever the balling' movement would not be suc-cessful, would they lose any more than two dollars a barrel?" and he said no; that it was so arranged, and would be so arranged, that the two dollars a barrel was all that I could lose, so that my total loss, under the worst circumstances, would have been of the morning, was that he did not want to have any difficulty with me. He repeated This was Mr. Theodore Tack. At Pittsburgh?. know how much more than that shift was due. Q. What has been paid altogether? A. Well, he gave a note for it to Mr. Mo-rino, and when the note came due I paid Mr. Wightman in person the \$2,000 in cash. And so I have paid him \$2,000 in cash on these contracts, and he claims yet \$690, which he says he wants. That makes \$20,000, and odd dollars. the same thing about the great friendship and intimacy between Theo. Tack and my-Yes, sir. Well, how much would that amount seif, and that he did not want to have any trouble, any difficulty; he wanted to have this fight and quarrel stopped, and then went on to say that on my 16,000 barrels of oil that were out, the best plan to do, was to listen to his propositions; he had a "big thing", and he would explain it all in detail, and he would commence. So he commenced on the 16,000 barrels of "short" contracts that T had out and he self, and that he did not want to have any A. Well, it depended upon the figures A. Well, it depended upon the ngures, sir; I never made the calculation myself. Q. How many barrels of oil were sold under those circumstances? A. 16,000 barrels. Q. What would be the commission, at could 1088, BO that my total 1088, under the worst circumstances, would have been \$34,000-\$20,000 in the New Antwerp busi-ness, and about \$14,000 or \$15,000 besides. Q. What would be the commission, at the ordinary price, on that? A. Somewhere in the neighborhood of, I believe, \$3,000; it is easily footed up. Q. What did Mr. O'Connor say when Mr. Tack said that O'Connor had implicit con-fidence in him, and he wanted you to have the same when you knew him better. Did Mr. O'Connor assent to that proposition? A. He assented fully. Q. The two dollars a barrel, making \$16,000, and this \$20,000 in your case was A. Yes, sir. Q. There are some you have not paid "short" contracts that I had out, and he said that out of that amount 6,000 barrels Fell whose they are. A. Well, here are contracts of Schalk's or \$6,000—one of these defendants. "short" contracts that inhomous dott, and he said that out of that amount 6,000 barrels was held by Schalk-Emil Schalk-who was his personal friend, and Schalk would do ar ything regarding them, to retire them or get them up, that he would advise that 1,500 barrels of them were heldby the firm of Bunker Brothers & Co., and that Bunker Brothers were great friends of his; because but a short time prior to that they had got into difficulties and he had aided them, saved them from failure, saved them from bankruptcy-necessarily that they would do anything he wanted them to do with regard to this matter. And in that connection he stated that the prote in which he had saved them from binkruptcy was by going on the market and reporting them "broke," so as to put the price of oil down, (they being at that time "short,") and got them to cover up every thing, and that it was false but it succeeded. That was the obligation which Bunker Brothers & Co. was under to him. Q. So as to take up their contract? A. Yes, sir; get them covered as the formed, with record to the other var-A. The two dollars a barrel was to be put ap as a margin on "time contracts," for the purpose of security. Q. (By Mr. Cassidy.) This is what Mr. Q. The next one. A. Contracts of Bunkers Brothers. Mr. A. Contracts of minisers brunners. Mar, Grierson of the firm is also one of the de-fendants. Then here is the contract of Badetty, transferred to Miller, that the \$1,000 in cash that I sent Mr. Tack, that he A. Yes, sir; Mr. Tack said that. It was Fack said? Mr. O'Connor assent to that proposition? A. He assented fully. - Q. Did or did not Mr. O'Connor place im-plicit confidence in him? What did he say? A. He said, "You had better take care of for the purpose of securing the contracts. Q. What contracts? never deposited. That remains just as it is, unsettled. wnat contracts? Anybody's contracts who purchased. Contracts to do what? The seller would agree to deliver so A. He said, "You had better take care of me, old fellow, I assure you"...Mr. O'Con-nor said. And then he went on indulging in some badinage in reference to a lady's name being introduced, and I don't care about repeating that. Q. Now, if you know the relations of in-timacy or otherwise between these parties, attact here? Q. [By Mr. Cassidy.] That is the one Q. [By Mr. Cassidy.] That is the one you repudiated; that you said you would not pay? A. I said I would not pay, but that Mr. Tack ought to pay to Mr. Miller: I Cer-tainly was not bound to pay it. [Mr. O'Connor here retires for the pres-out 1 Much oil. Q. What were you to do? A. We were to buy; we were to pay up two dollars, and he would put up two dol-lars (both sides of the contract) as a secuby going on the market and reporting them "broke," so as to put the price of oil down, (they being at that time "short,") and got them to cover up every thing, and that it was false but it succeeded. That was the obligation which Bunker Brothers & Co. Was under to him. Q. So as to take up their contract? A. Yes, sir; get them covered as it is termed, with regard to the other par-ties, he figured them all up in detail, and he said that as a good many of them. were Pittsburghers; I would probably have more personal influence with them than he would. That was one of his statements. I told him I would not meddle with it to the interview in regard is the statements. I told him I would not meddle with it A. I do know that they were of the closest obaracter. Prior to the pleasure of an introduction to Mr. Tack, Mr. O'Connor william Gibson Miller, a witness called William Groson anner, a whitess for the Commonwealth, was sworn: Q. Where do you live? A. In Pittsburgh. Q. What is your business? had always spoken of him to me. Q. If you know of the relations between 4. If you know of the relations between these people state them. A. Well, I cannot conceive of two gen-tlemen being more intimate than were those two gentlemen at the time I made their ac-A. A clerk, sir. Q. For whom? A. In the employ of the Eurka Insurance Company. Q. Were you present at any interview held at the corner of Market and Water streets, Pittsburgh, between Mr. Theodore Tack, and Mr. O'Connor, and Mr. Finney? quaintance. Q. When you speak of "intimacy," do you mean kindly intimacy? A. Certainly, sir. Q. Tell the rest in regard to these trans-actions. You went in? would. That was one of his statements. I told him I would not meddle with it at all. The contracts had been made so clusively through Tack. If they were to be retired and taken up, and this difficulty settled, it must be alone through him. And it was figured up then that for the sum of about fourteen or fifteen thousand dollars. Tack, and Mr. O'Connor, and Mr. Finley I A. Yes sir; there were some meetings held there between those gentlemen, in the office that I am employed in. Q. About what time? A. I went in-yes, sir-with the most of these transactions. Q. Put implicit confidence in what he A. I don't remember, sir, the time; I said? A. Yes, sir. Q. And Mr. O'Connor did the same. A. Certainly. Q. Now state what interviews you had with Theodore Tack, &c. A. The first interview, I think, was when he returned from Philadelphia that I had with him. I had an interview with him in Mr. O'Connor's presence, and he spoke then as if he had thought there was no ul-timate danger to success in the result of our contracts. iave no idea. settled, it must be more through that for the sum of it was figured up then that for the sum of about fourteen or fifteen thousand dollars, if I would do then what he wanted, in ad-ditton that he could and would get up all these contracts and get them cancelled, get my "shorts" taken, up; and now the only way to do, if he did that, was to go in with him. He said that this "corner" and "ring", that had been made, had so far worked well enough, but that it was heavily loaded and must be still further extended. He said that their next exten-sion of it would be to get up an agreement, Q. Do you know what the subject was; what the meetings were about? A. Oil Making contracts for oil? A. Yes sir. Q. [By Mr. O'Brien.] What did they say? Mr. Mann. You said "oil," Mr. Miller. Mr. Mann. You said "cil," Mr. Miller. That comprehends a great deal. A. Yes sir; that was about the burden of the conversation—pretty much. Oil and its purchase and sale. the conversation-pretty internet of the conversations its purchase and sale. Q. Did you hear any of the conversations and any of the statements of the parties? A. Yes, sir: I overheard conversations once or twice. Q. I want you to relate what Theodore Tack said to O'Connor in regard to giving him control of it, whatever it was? [Objected to.] Q. I would like you to state what he said upon the subject of relying upon his im-plicity. our contracts. extended. He said that their next exten-sion of it would be to get up an agreement, by which they would buy an immense quan-tions of it in Antwern. Europe, stimulate Q. That was July 9th ? A. July 6th or 10th. Q. Was anything said in regard to seiz-ures in Philadelphia, on account of the ohange that had taken place? A. We had previously, I think, some knowledge of those seizures. I had a letter by which they would all minimum statutes the price; get it up there and also in Phila-the price; get it up there and also in Phila-delphia. He said that Mr. Schalk would go into it for 8,000 barrels with two dollars a barrel as a margin (\$16,000.) And dollars a barrel as a margin (\$16,000.) And dollars a barrel as a margin (\$15,000.) And that Bunker Brothers would go into fit for \$,000 barrels (\$16,000;) that it was fully understood and agreed upon. And a gentleman by the name of Sheplar, in New York, would go he came to my room in the botel once of in 8,000 barrels at two dollars. This was, twice about some oil, and he bowed to more Q. Have you seen it in Mr. Tack's hand? A. Not in the hands of Mr. Theodore plicity. [Objected to.] and grantbractic 1 Bok at a part to contract the tracks .33100 344

A. I have not the exact can give the date. Mr. Hagert. Suppose you give us about

thetime Mr. Mann. The contracts speaks for them-

elves Mr. Cassidy. Generally had the contracts

A. Executed on the 15th day of June.

the month of August, any time the buyer "called" for ten days notice. Also, on the 15th of June, another one executed for 500 barrels, at twenty-four cents, to be delivered at any time in the month of September, (at any time the buyer "called" for it) ten this I ought to go to Cape May; that I had my own family with me, and I had three other gentlemen's families in charge, and that it

was a necessity for me to go to Cape May. He told me I had better come up from Cape months.

Q. Give us the date at which you settled the \$4,100. A. I have not got the date in this book,

Q. Give the names of those you have not paid.

paid. A, [After several moments.] Here they are sir; "Jos. Kirkpatrick and Jas. Ly-ons." They were paid \$4,000. Q. These are settled, are they?

firm of Tack, Bros. & Co., and James O'Con-nor, when the conversation on the subject of entering into contracts to sell oil came

up r A. Yes, sir; I was at several interviews. Q. Will you begin now at the first con-versation of which you have recollection, early in June. State the arrangement pro-posed, and what was said. A. I cannot give the several data of the

A. I cannot give the several dates of the interviews; I can only give the general tenor

Q. What month were they in? A. In June, 1867, followed by some in

uly. Q. Do you know of any arrangement be-

tween these parties? A. I do know that Messrs. Tack, Bros. & Co. bought a considerable quantity of oil for and in behalf of James O'Connor, or Q. When did you next see him? A. On Monday morning following—the morning of the 29th. Q. When did you next see him? A. The evening of the 29th.

agreed to sell rather [to protect myself.] Q. [By Mr. Cassidy.] Do you know that

from the Tacks? A. I do from the Tacks, and from per-sonal knowledge.

Q. What? A. I know from the Tacks, and being ersonally present.

Q. I ask, were you personally present when the arrangement was made? A. I was. Q. Tell me what occurred, and what you

Know about? A. I know that Mr. Theodore Tack ad-vised Mr. O'Connor and myself to enter into contracts for the sale of oil during the

Sons who would go into that? A. He mentioned the names of Emil Schalk, of Bunker Brothers, and of Shepler, their own firm also included. Q. Their own firm was Tack Brothers & then balance of the year 1867, and then balance of the year loor, and for several specific or specified months, at cer-tain prices, he to act as Mr. O'Connor's broker, who was the party appearing for both Mr. O'Connor and myself. For that he was to receive, or their firms were to re-Company?

Q. What else did he say? State what you eive, a certain commission. Q. In connection with this, do you know of heard at interview. Q. In connection with this, do you connection with this of the second se

A. In consideration of Mr. O'Connor's going into this arrangement, he was to do the best he could to obtain

there to see some ladies. Q. Did you see him? A. I saw him.

Q. Where?

When did you next see him?

A. At the Continental Hotel.

comparatively little interest in it. Q. Have you not a large interest in its re-

A. In the matter of dollars and cents, yes

Q. Did you go with Mr. O'Connor to see him in the morning? A. Not on the morning of the 29th, I think-yes, I did; I beg your pardon. It was on the evening of Sunday that I first saw Mr. Tack at all-either Saturday or Sunday. Then I went on Monday morn-ing to Tack's office. Then on that evening I met Mr. Augustus Tack at the Continen-tal Hotel again.

SIT. Q. You are a joint partner with Mr. O' Connor in all these ventures A. Not in all. Q. In any of these 16,000 barrels? A. In several of them. Tam a partner in a great majority of them; but I do not remember without having reference to s al Hotel again. Q. Where did you first see him to have any conversation with him? A. At the Continental Hotel. He called remember without naving reference to a list, that I have not now with me, whether it is one, two, three or four. In my former testimony I said, "Badetty and one other contract;" I think I was a little in error

in that. Q. Have you and Mr. O'Connor had for quent conferences about the mode and man-ner in which this prosecution was to be conducted and other matters connected with this prosecution, both here and

with this prosecution, both here and if Pittsburgh? A. Well, sir, I have most generally beer advised by. Mr. O'Connor of steps that he had already taken before he asked my opin ion or advine with seforements to them at all A. At the Continental Hotel. Q. Relate what occurred at that inter-view—on Monday evening, was it? A. On Monday evening. He made a di-rect proposition to Mr. O'Connor to place \$20,000 in his hands (the hands of the firm) as one of the party who should obtain the control of from one hundred and fifty to two hundred thousand barrels of oil at A nuwerp and nut up the prices of oil there ion or advice with reference to them at all. Q. Had you not had conferences with him before any steps were taken as to what should be done?

A. Yes, sir. Q. Have you not contributed money to wards the expenses of this prosecution? Antwerp and put up the prices of oil there and re-acting here. C. Did he mention the names of any per-

A. Not one dollar. Q. Have you not agreed to do so? A. I consider myself bound to share Mr.

A. I consider mysen bound to induce the O'Connor's net loss. Q. Do you consider yourself bound to share equally your proportion of the ex penses of this prosecution?

A. Yes, sir. Q. Then, as I understand you, the penses of this prosecution come in when you make up the estimate of the net loss?

A. I have never inquired into the pros pective details; I was just awaiting the O'Connor of the amounts that were approxfinal results. Q. What do you mean then by the net imately due upon the contracts that had been made by his firm in Pittsburgh. oss? A. Whatever the thing may finally amount to; whatever Mr. O'Connor in loss? A. White's the same series of th A. Yes, sir. Q. [By Mr. Cassidy.] Why did you not put your name in the contract? A. Mr. O'Connor was giving it all his personal attention. I should have done it A. MIT. O'Connor was giving it personal attention. I should have if I had been asked to do so. Q. You gave it to Mr. O'Connor? A. Mr. O'Connor attended to it not third. A. Mr. O'Connor attended to it. I did not think it worth my while. And it is frequently the case for persons in business to give-Q. You had no oil to sell? A. No, sir. A. No, sir. Q. You were not in the oil business? You went in to take your chances for making money? A. Yes, sir. Q. [By Mr. Cassidy.] Who commenced the first conversation upon the subject of oil—you or Mr. O'Connor—with Mr. Tack? The first remarks were always with whom? A. Well, indeed I don't know. Q. Don't you know it was Mr. O'Connor? A. With reference to the purchase of this eil—I don't know who commenced the con-versation, to speak positively. Q. You don't know that remarks were always first made by Mr. O'Connor? A. I don't know that fact. A. Yes, sir. always first made by Mr. O'Connor? A. I don't know that fact. Q. And you have never so stated? A. I don't say that. I say that I don't now remember that I have ever said so or how those conversations commenced. Mr. O'Connor introduced this whole subject of this oil matter to me himself. Q. What was said when you and O'Con-nor and Tack did meet? A. That there was no oil to be delivered. nor and Tack did meet? A. That there was no oil to be delivered. Mr. O'Connor tried to impress that strongly upon Mr. Tack. Q. You added other phrases about glit edged checks? A. Yes, sir. Q. Where are they? . The jury were not A. In making these contracts Mr. O'Connor told Mr. Tack"now. I wish it distinctly. understood that there is no oil either to be given or taken, that the differences are to accounted for by us either in cash or by

A. The first contract was to deliver 500 barrels in the moth of July, any time the buyer called for it with ten days notice. Mr. Cassidy. The date of the execution? The next contract (executed on the 15th day of June) was to deliver 500 barrels in

(at any time the buyer "called" for it) ten days notice. The next one (executed on the 15th of June) was deliverable in Octo-ber, buyer's option any time they called for the ten days notice. That is July, Au-gust, September and October—any time the buyer called for it—during (any of those months.

A. I have not got the tast in this book, nor do I recollect the exact date at which Mr. Merino paid that. To the best of my knowledge I was present and saw him pay it; and I think it was in November, 1867, or certainly not later than the early part of December, 1867. Mr. Merino's check will show the exact date. That was all of J. C.

isting between you, of confidence or other-A. A great many, sir.

Q. How much money did he name? A. There were only estimates made, sir. Well, about? \$14,000 of \$15,000. Q. Did you go around and see him in the next day? Yes, sir.

A. Yes, sir. G. What occurred next day? A. He showed O'Conner and myself a dispatch from Bunker Bros. & Co. of New York; to effect that Mr. Schalk, Sheplar and they themselves had gone into the proposed Antwerp arrangement for 8000 barrels apiece, and desiring to have per-mission to draw upon Tack Bros. & Co., at eight days, for their \$16,000. A Whet did he say in regard to this "ar-Q. What did he say in regard to this "ar-

Was one of the party; yes, sir.

Q. What did he say in regard to this "ar-rangement," or "ring," or "combination?" A. He stated that. Q. At that time was there any thing fur-ther stated, any inducements? If he used any language to inforce it upon you, or any thing else, describe it. A. Well, he spoke both upon the even-ing previous and that morning, as to any possible or prospective losses of Mr. O'Con-nor and myself, being mere flea-bites to the advantages that might be obtained by go-ing in and consummating this Antwerp ar-rangement.

angement. Q. Did he say anything in regard to his business, in connection with that sort of work?

work? A. Yes, sir; he spoke decidedly upon that subject. Q. What did he say? A. He said their firm did not profess to confine themselves to a strict brokerage business; that the refiners were well aware ousiness; that the refiners were well aware of that; that they did not have such a great number of refineries, such for instance as the firm of Waring & King, and that they frequently operated in "bulling" and

"bearing." Q. Will you state to the jury what "bull-ing" and "bearing" is? A. "Bulling," I believe, is an effort on the part of the operators to influence the market price of any article upward; "bear-ing" is to depress it.

Q. Did you hear Mr. O'Connor's testi-

mony? A. I did; the most of it; not all. Q. Did he [Tack] say any thin A. 1 010; the most of 1; no an. Q. Did he [Tack] say any thing in re-gard to a previous "ring?" If so, what? A. He told Mr. O'Connor that Mr. O'Con-nor had more knowledge about the "rings" than he had; that he had been in many a

Q. What did O'Connor say to that?

Q. What did O'Connor say to that 7 A. Mr. O'Connor intimated to him pretty strongly that he had been misinformed, that he did not know what he referred to. Q. Tack replied to it? Did he explain or

say anything about it? A. No, sir, I do not remember. The con-versation was of a trivial character, and did ot impress itself upon my memory. Q. What was said on the subject of going

to Cape May? A. I do not believe I heard any such conversation, sir. I understood subsequently, I did not hear any conversation, sir, that I

remember. Q. Did Mr. O'Connor go to Cape May, or

noi? A. He did. Cross-examined by Mr. O'Brien. Q. You have fixed with some degree of certainty the date of that conversation at the Continental Hotel. Can you now fix with any degree of certainty the conversa-tion in which the failure of the rape seed

crop was mentioned? A. I cannot, sir, at all, definitely, except

A. I cannot, ar, at an, definitely, except that it was after Mr. Tack's return from Philadelphia. Q. You stated that that was about the 9th or 10th of July. There was a Sunday in the question?

A. Are you not thinking of Mr. O'Con-nors testimony? Q. I am thinking of it, but it is with a

accounted for by its eather in tash of ay one of your gilt-edged checks." Q. Neither you nor Mr. O'Connor had any oil to deliver or sell at all? "A. No, sir; we did not have any. Q. Have you not sworn, on your first examination, that the first remarks were

always from Mr. O'Connor? A. I don't know that I ever did; I have

no remembrance of it. WILLIAM WIGHTMAN, a witness called

by the Commonwealth, was sworn. A. I live in Pittsburgh; I am now a pe-

troleum banker, and was formerly engag d in refining. Q. What were you in June and July

A. Well, I was a refiner then. Q. What was the fiame of your firm ? A. Wightman & Anderson.

What was the name of your refinery? ο.

Q. Tack Bros. for how much? A. I think it was 6,000 barrels. (CONTINUED TO-MOBROW.)

Dilworth.

Q. What was the name of your refinery?
A. Eagle Oil Works.
Q. Was there any offer or paper shown to you desiring you to enter into an arrange-ment to raise the price of oil in Antwerp?
A. Yes, sir; there was.
Q. Who was it produced the paper?
A. Mr. Emil Schelk.
Q. What names were on it?
A. Task Brow Browser, Burke & Co. and

A. Tack Bros., Brewer, Burke & Co., and

Local News On our Seventh page will

be found Local Intelligence, the Courts and Miscellaneous News Matter.