

THE O'CONNOR-TACK CASE.

(Continued from Seventh Page.)

Q. Each firm has its own cypher?

A. Yes.

Q. Then this is not a special thing of the Tacks?

A. Not at all.

Q. There are printed keys and cyphers sold to the trade?

A. Yes, sir.

Q. Generally known?

A. Yes, sir.

Q. By Mr. Mann: Have you any cypher names, for Mr. O'Connor's name for instance?

A. No, sir, never had.

Q. If you used to use his name, you would have to use it in full?

A. Yes, sir.

Q. You say the purpose was economical?

A. Yes, sir.

Q. Not for the purpose of secrecy?

A. No, sir.

By Mr. Hagart.

Q. Was there not a system of cypher introduced by a man named Fleck, that introduced private names—a printed book?

A. Yes.

Q. Did Messrs. Tack use that for two or three days and then abandon it?

A. Yes, sir.

Q. That is the only exception?

A. Yes, sir.

Mr. O'Connor recalled by Mr. Mann.

Q. When your contracts were made in June, what was the price of oil?

A. The market price of oil at that time?

Q. Yes.

Q. The market price was quoted each time each particular contract was made, and therefore varied?

Q. You state that it raised from 22 to 27 or 30. When was that?

A. The first I knew of it was the morning of the 6th of July, at Pittsburgh.

Q. Then when you ascertained, what was it?

A. Mr. Tack's clerk told me.

Mr. Cassidy, never mind.

Mr. Mann: Tell me the market price?

A. Whorehall I know it from?

Q. You know it from general information, do you know from the general state of the market. If Tack's clerk stated what was the fact, state it?

A. As far as I could learn, it was about thirty cents.

Q. How much had it risen from the first of July?

A. Well, "spot" oil was worth about 22 to 23 cents about the first of July in Philadelphia.

Q. That is the real oil?

A. Yes.

Q. Oil to buy and take?

A. Yes.

Q. You mean oil on the spot?

A. Yes, sir. It was worth, as far as I could know in Philadelphia, about 22 or 23 cents.

Q. The market raised on the 4th of July, it was then 29 cents. Did it continue to raise or fall? What was it in the middle of July?

A. Do you mean the Philadelphia or Pittsburgh market?

Q. Well, that is the Philadelphia market.

A. I had agreed to deliver my oil in certain months in certain agreed quantities in the city of Philadelphia.

Q. State what oil raised?

A. I was advised and believed that it raised on July 15. Give me the circular that gives the price.

Mr. Cassidy, you are about to speak not of spot oil.

A. Just whatever the question is.

Mr. Mann: Whenever a contract matures, the parties fix the price at which it is to be delivered.

A. Yes.

Q. The market price is the price of "spot" oil?

A. Yes, sir. [Reading from circular.] On July 6th the Philadelphia Circular (of Jules Creusy & Co.) "At the close we quote spot," and July 29 and 30.

On July 13 they quote spot, and July 31 and 31st, that is the closest to the middle of July that the circular calls for.

Mr. Cassidy, issued twice a month.

A. I think four times, as the next I see is the 29th.

Q. By Mr. Mann: When the price of oil went up, as stated in this dispatch, to 55 francs, was that per barrel?

A. No; that don't mean per barrel.

Q. What then?

A. It means per kilometer.

Q. What difference was that from what it was when you made your contract?

A. When I made my contracts in June, 1867, Antwerp was worth 42 per kilometer, which is less than a barrel in quantity, but in September it was worth 51. It raised 9 francs.

Q. What effect did that produce upon your contracts? What would have been your loss if it had not been paid? Would it have cost you a hundred or two hundred thousand dollars if you had settled September last?

A. The price was then thirty.

Q. I want to know the fact what would you have lost?

A. If I had settled on that day you see my contracts had not matured.

Q. Would you give me the figures, about? Mr. Cassidy objects. What he did say is not objected to.

Mr. Mann: It is a matter of arithmetic and will save us a great deal of trouble. Will you calculate it for us?

Mr. Cassidy objects.

Q. What was the next step in the matter? After that date you spoke of the 7th, your contract was for how much?

A. I read them out before.

Q. That was altogether in advance of your contracts?

A. Considerably in advance.

Q. Had you any business transactions, or do you know of any, between the firm of Bunker, Bros & Co.?

A. I know by general reputation that there was such a firm that had a house in Philadelphia of which John Grierson was the resident partner, and a house in New York of which A. J. Burton was the principal. He was known to my house once, in Pittsburgh, by Mr. Tack, who introduced him.

Adjourned.

account may not have been brought down by wagon or by rail. The Allegheny Valley Railroad, until this fall took place, was not in working order as far as I know. Since then, and for several months, they have been receiving oil by that route.

Q. When you went to Augustus Tack, did he speak or talk how high he would get up the price?

A. He told me oil was worth 42 francs Antwerp, and he would put it up to 80 francs.

Mr. Cassidy: When and where was that?

A. At the Continental Hotel on the 23rd of July.

Judge Brewster: With Augustus Tack?

A. Yes, sir—do it its price; advance the price correspondingly held in Philadelphia. It was then worth 30 cents, and he would put it up to at least 90 cents a gallon. That would be an advance of about \$2 a barrel.

Q. What would have been the effect upon you?

A. It would have made a difference of about \$200,000 or \$220,000.

Q. Did he speak with confidence?

Mr. Cassidy, never mind. What did he say and what did he do?

A. He said it must be carried through, that they were in it, and they were heavily loaded and desperate cases required desperate remedies. And he must carry this bill movement through?

Mr. Cassidy objected.

Q. What was the highest price that Antwerp reached?

A. 57 or 58 francs a barrel, and I saw the telegram of Tack's to another party that it was 60 francs.

Q. 57 francs is the highest?

A. Yes, sir. It was a barrel, or what is termed kilometer. They call it a barrel, but I believe it refers to what is termed kilometers.

Q. Do you know anything at all with reference to these parties about going to Europe to help raise the price?

A. Theodore E. Tack, one of the defendants, started to go to Europe, but I, under the instructions of the District Attorney of this county—

Mr. Cassidy, never mind.

Q. He started to go to Europe?

A. Yes, sir.

Q. You went after him and arrested him in New York city; also arrested his brother Augustus?

A. Yes, and Augustus who went to see him off. He was to sail on the steamship Portrie.

Q. Have you Jules Creusy's circular there?

A. I have.

Q. What is that a circular of?

A. It is a special circular of Jules Creusy & Co., brokers, 127 Walnut street, and 74 Beaver street, New York. It says the following vessels are loading in New York for Europe: ship Asia, Bremen, 5,000 barrels; ship Europa, Bremen, 5,000 barrels; ship America, Bremen, 5,000 barrels.

Mr. Mann offers July contracts in evidence. Also circulars of July 19, 1867.

Q. You have said that the Tacks informed you that they were selling "short," the same as you; do you know of any instances in which they were selling "long"?

A. Yes, sir.

Q. What contract do you know of?

A. They sold for me June 14th, 1,000 barrels to Wightman & Anderson, and on the same day they bought 1,000 barrels on their own account from Brewer, Burke & Co.

Q. The Tacks were the buyers the same day you sold 1,000 barrels?

A. Yes, sir.

Q. To whom did they sell for you?

A. That particular day they sold 1,000 to Wightman and Anderson. The contracts were executed the succeeding day, on June 15th, so they really sold 2,000 barrels. The first one was Wightman & Anderson.

Q. From whom did they buy your 1,000 barrels?

A. Brewer, Burke & Co. got your contract.

Q. They got my contracts originally made to Simmons & Guldemeister.

Q. Then they sold the contract?

A. Yes, sir.

Q. You paid Brewer, Burke & Co.?

A. Yes, sir, and they paid Tack.

Q. Do you know anything with reference to Wightman & Anderson except what you have told us?

A. Mr. Tack sold to Wightman & Anderson, 1,000 barrels; the contract was really accepted on the succeeding day—on or before the 15th. The terms of the sale were that 1,000 barrels were to be delivered when Wightman & Anderson called on me for it. When they called on me on the 15th, Mr. Wightman called at my house, and told me he called for my 1,000 barrels. I was called on for the 1,000 barrels of oil.

Q. By whom?

A. Mr. Wightman.

Q. Do you know anything about who owned that?

Mr. Hagart, of your own knowledge?

A. I only knew it from Mr. Wightman, and other parties told me.

Q. Have you any knowledge by which you were able to trace where that went?

A. Yes, if I am permitted to tell it.

[Cross-examined by Mr. Hagart.]

Q. Mr. O'Connor, the contracts of which you have spoken—1,000 to Wightman and Anderson, and the other 1,000 to Simmons & Guldemeister, were what is called "for future delivery"?

A. That is not accurate as to date.

Q. June 14. These were contracts for future delivery? Were they not?

Mr. Mann: The contracts will speak for themselves.

[Contracts handed to Mr. Hagart.]

Q. Didn't you say the contracts with Wightman & Anderson were made on the 14th of June?

A. I said they were made on the 14th of June, but the papers executed on the 15th.

Q. What do you mean by saying they were made?

A. Mr. Tack told me he had a good sale.

Q. When did he have that sale?

A. On the 14th, on the contracts executed on the 15th.

Q. One of these contracts I observe—both of them are deliverable within 1867, "buyer's option, 1867." That gives Wightman & Anderson the right to call upon you to deliver any time during 1867 they might think proper.

A. Yes, sir.

Q. The other contract of Simmons & Guldemeister, I see, 500 barrels "buyer's option," in August, 1867, that gave them the right to call upon you to deliver up, on ten days' notice, 500 barrels of oil?

A. Yes, sir.

Q. Where is the contract you say you made with Brewer, Burke & Co.?

A. I did not say I made any contract with them. I said Mr. Tack bought on his own account from Brewer, Burke & Co., 1,000 barrels the same day.

Q. I understood him to say they had bought through the brokers of Mr. O'Connor. Where is that contract—tell us where that oil was deliverable. I see this is "seller's option" from the 1st to the 15th of July, with five days' notice. That gave the right to Brewer, Burke & Co. to furnish in the early part of July, 1,000 barrels of oil?

A. Yes, sir.

Q. That is about what it was—to be deliverable within the time specified?

A. This is a special contract.

Q. I ask whether under this contract, the oil was not deliverable within twenty days of the date of it?

A. Yes, sir.

Q. You will see it is deliverable within five days after notification.

Q. That is the date, 14th of June; the terms of it are that Mr. Tack bought 1,000 barrels of Brewer, Burke & Co., the seller, and it was to be delivered to Mr. Tack any time from the 1st to the 5th of July, that Mr. Tack notified them on the 1st of July, it would be deliverable on the 6th.

Q. How many days would that be?

A. Five days after the notification.

Q. How many days after the date?

A. Nineteen days, if he called on the 15th.

Q. Do you mean to say he could call on the 15th?

A. Any time between the 1st and 15th, after he had been notified five days.

Q. Do you know the purpose of this purchase?

A. No.

Q. Do you know what became of this lot?

A. No.

Q. Do you know whether this was purchased to fill their "short" contracts becoming due?

A. Not in my knowledge.

Q. Then you know nothing of the object of this contract?

A. I never spoke to him on the subject, and know nothing of his being a buyer of oil.

By Mr. Cassidy.

Q. August some time you consulted counsel?

A. Not in this morning's examination.

Mr. Mann: He said, he consulted counsel on the 14th of June, and that is the day you filed a bill.

Mr. Cassidy: He said, he consulted counsel upon your return from Cape May by consulting counsel?

A. I first consulted counsel before I went and after I came back, and I have been consulting counsel from that day to this.

Q. You consulted counsel upon your return and filed a bill in equity?

A. I did.

Q. Upon your return from Cape May you consulted counsel; did you direct the filing of a bill? Was a bill filed as the result of that interview?

A. I had a great many interviews.

Q. Answer my question—you have already said that a bill was filed as the result of that interview.

Mr. Mann: That is struck out.

Q. I ask you did you, as the result of that conversation or any conversation direct, or cause a bill to be filed?

A. Yes, sir.

Q. At that time had you been sued by the Tack Brothers?

Mr. Mann: One moment.

Mr. Cassidy: That is a fact entirely within his knowledge—whether the Tack Brothers had sued him or not.

Q. Was there a suit between you and the Tack Brothers at that time?

A. Yes, sir.

Q. I want to know if you had prepared any of my counsel had prepared—

A. I want to explain.

Q. Answer, yes or no?

A. I say yes, sir. The day that my equity bill was to be filed a note was sent to me by Mr. Tack, advising him of the fact.

Q. Did you see it delivered?

A. Yes, sir.

Q. Delivered?

A. It was sent at my request by a boy.

Mr. Cassidy: Mr. O'Connor, you know that an agent named Tack, that is proper, took this witness to whether there was any conversation between these parties?

A. I went to my counsel and told him that a bill was prepared and printed for him to file in equity.

Q. By Judge. You directed him to send notice of that fact to Mr. Mann?

A. I did not file to send notice.

Q. By Judge: After that you were sued?

A. After that I was sued by Mr. Tack for \$200,000.

By Mr. Cassidy.

Q. Who was your counsel in the bill.

A. The gentleman who wrote that particular bill.

Q. Who were your counsel?

A. Quite a number.

Q. How many if there was forty; give us the number?

A. Mr. Mann was one.

Q. The District Attorney was your principal counsel?

A. Yes, sir; George H. Earle, Mr. White, General Collins was another. Subsequent to that I had a bill drawn for the conjunction of that Geo. L. Crawford. Then I have Pittsburgh counsel.

Mr. Cassidy: That is one company of counsel.

Q. Against whom did you file that bill?

A. Against whom did you direct that bill to be filed?

Mr. Mann: Objects as not cross-examination.

Mr. Cassidy: I want to show that at the instance of Mr. Mann, his private counsel, he filed a bill in equity against Wightman and Anderson against Emil Schalk, [reads names from bill. And after he filed that bill, he called on me in Philadelphia in which he swore that every one of those had joined in conspiring to cheat him.]

Q. You are looking like Mr. Cassidy to ask if there was any litigation.

Mr. Cassidy: I now hand to the witness a paper and ask if the signature upon it is his.

A. Yes, sir.

Mr. Cassidy offers in evidence bill in equity of James O'Connor, June Term, 1867, No. 35.

[Another paper handed the witness.]

Q. Is that your signature?

A. Never saw it before.

Q. Do you know anything about that?

A. No, sir.

Mr. Mann: One moment.

Mr. Cassidy: It is a printed book prepared by them for their convenience and a substitute for the written bill.

Q. Mr. O'Connor did now file an affidavit to that bill?

Mr. Mann: Objects as not cross-examination.

Mr. Cassidy: All right.

Q. When did you institute criminal proceedings against the Tacks?

A. Do you wish the exact day?

Mr. Mann: One moment.

Mr. Cassidy: If you do, I do.

Q. What do you mean by record?

Mr. Cassidy: Was it before or after filing the bill. Can't you tell us that?

A. Mr. Mann. That is to be proved by the record.

Mr. Cassidy: Against whom did you bring suit?