

Lake Ice Company composed of said Backus and the persons aforesaid and none others should be declared a general co-partnership for the reasons in said bill of complaint stated:-

200  
That a receiver might be appointed to take and receive all and singular the property of said Company both real and personal in his possession, and that he be further directed forthwith to proceed to dispose of the same for the interest of the creditors of said Company, and the stockholders thereof either as stockholders or partners as the case might be, and that said Amos Page might be directed and compelled to convey to such purchaser or purchasers at such sale as made by said Receiver all and singular the real estate of said Company held by him or standing in his name which of right belonged to said Company, and that if it were found by the Court that said Crystal Lake Ice Company was a Corporation that said Court would order the same to be closed up and dissolved according to law - That the said Receiver when appointed should have liberty to apply to this Court for further directions, and that he should also be directed to proceed to pay

and satisfy all just demands existing against said company, out of the proceeds of said sale to be made by him in manner & form set forth in the prayer of said bill, and for other and further relief - And your orator avers that all and singular the allegations statements and charges in said original bill contained and set forth as aforesaid are each of them true -

And afterwards to wit on the      day of  
 A.D. 1857 and after the said  
 defendants in said original bill mentioned  
 were duly brought into court and notified to  
 appear and answer said bill of complaint  
 they made default so to do. And their default  
 was duly entered and the said bill of complaint  
 duly taken for confessed against them and  
 the matter was referred by this court to the  
 Master in Chancery of Cook County to take  
 proof of the material facts and allegations  
 set forth in said bill of complaint, and  
 report therein to this Court agreeably to the  
 order thereof. That afterwards to wit on the  
 23<sup>rd</sup> day of October 1857 proofs in said  
 cause were accordingly taken before said  
 Master, and said Master thereupon made  
 out his report in the premises, which said  
 report was duly filed <sup>in this court</sup> on the 17<sup>th</sup> day of December

1857 to which said report so on file for more  
certainty reference is hereby made for the  
substance thereof, in and by which said report  
the said Master in Chancery amongst other things  
in substance reported the material allegations  
of said bill to be proved, that, afterwards  
on said 17<sup>th</sup> day of December 1857 the  
report of said Master in Chancery was on  
motion of the complainant's solicitor in  
said original bill duly confirmed & approved  
by this Court and on a hearing of the whole  
matter then and then had before the Court  
it was then and then decreed by said Court  
that the prayer of said original bill be  
granted - and that a final decree <sup>be</sup> entered  
in said cause in accordance with the  
prayer of said bill in manner & form  
as appears from said final decree duly  
enrolled on the record of said Court. To  
which said decree for certainty reference is  
hereby made, and your orator prays that  
the same may be taken as a part of this  
his bill of Complaint -

Your orator further sheweth unto  
your honor by way of supplement that  
before said final decree was entered as  
aforesaid that Alexander C. Country was  
appointed Receiver of said Company -

who immediately upon his appointment proceeded to discharge the duties imposed upon him by said Court.

Your orator further sheweth by way of supplement that said Backus was, at the time of the filing of said original bill, one of the stockholders in, and owned and held divers shares of the capital stock of said company and that he has never parted with his interest therein as such stockholder, and that before the filing of said bill of Complaint and on the day of March A. D. 1857 the said Crystal Lake Ice Company became indebted to Wilcox Lyon & Co. by their certain promissory note of that date payable on demand, for the sum of about four hundred dollars - that afterwards to wit in the Cook County Court of Common Pleas during the month of April 1857 the said Wilcox Lyon & Co commenced a suit against said Company in said Court for the collection of said indebtedness - that said suit was so commenced against said Company within one year after said debt became due -

And afterwards to wit on the day of A. D. 1857 the said Wilcox Lyon & Co obtained a judgement in said Court therefor against said Company, and that said judgement is the same

judgment in said original bill mentioned in favor of said Wilcox Lyon & Co and, was so obtained prior to the filing of said bill and, at that time remained wholly unpaid and unsatisfied, and that execution had then issued thereon to the Sheriff of Cook County and the same was in lien on all the property of said Company in said County at that time and which might be brought into said County during the lifetime of said execution -

2024  
Your orator further sheweth by way of supplement that at the time said judgment was so obtained and at the time said bill was filed the said Crystal Lake Ice Company was owing its laborers employees and servants a large sum of money to wit the sum of about three thousand dollars for services performed for said company which said indebtedness to said laborers and servants had not at the time said bill was filed been due for the space of one year from the said company to said laborers and servants - that said company was at the time and times last aforesaid indebted in a large sum of money to wit about the sum of twelve thousand dollars in all to divers persons for debts contracted

by said Company in and about their business which said debt had not at the time said bill was filed been due for the space of one year, and that said Company was at the time last aforesaid threatened with immediate suit on a large portion of said indebtedness for the collection thereof within one year from the time the same was contracted.

205

Your orator further sheweth unto your honor by way of supplement that all and singular the property real and personal, effects and assets and the proceeds thereof of said Company were at the time and times aforesaid a trust fund for the payment of the debts of said Company, and that it, there and then became the duty of said Company and of the Trustees thereof to appropriate the property and effects of said Company to the payment of the said debts contracted by it - and to sell and dispose of the same for that purpose, and your orator alleges that it was especially the duty of said Trustees so to do, in this that the said Company was at the time said bill was filed and before that time in fact, insolvent, that it was still attempting notwithstanding such insolvency to carry on business in the transporting from Crystal

Lake & Chicago a distance of thirty six miles and at the latter place in loading and delivering its ice - that said ice was originally put into the ice houses at Crystal Lake at an expense of 15 cents per ton - that it was afterwards taken out of said ice houses and loaded upon the Cars of the North Western Rail Road then requiring the employment of men & teams at a considerable expense & said Company that it was then transported to Chicago at the expense of \$1.25 per ton and stored again in ice houses from which it was taken and distributed through the City, again requiring the use of men and horse & wagons causing an additional expense to said Company and finally, in most instances by the time each car load of ice was distributed to purchasers it had become reduced in weight by the constant handling & melting away incident to its transportation and delivery at least one half or fifty per cent of its original weight and thereby the expense of conducting said business had at the time said bill was filed and when said Company was in fact insolvent as aforesaid become and were continuing to be greatly more than the profits of conducting and carrying on said business, and that said Company could

206

not carry on its business at a less expense or do its business with less loss to it than as aforesaid, by means of which said Baskins and the residue of the stockholders were put in great jeopardy of becoming individually liable for a large amount of indebtedness of said company in respect whereof said company had not, nor was there any prospect of its ever having any means to reimburse them out of its business or the profits thereof.

207

Your orator further sheweth unto your honor that a small portion of the property of said company at the time said original bill was filed and before that time consisted of certain lots of land on which were erected ice houses for the storing of ice, and situate in the Henry County being about one half acre in all and only of the value of about five hundred dollars, and with the buildings and appurtenances thereon fit for no other purpose except the storing of ice, and also of wagons specially constructed for carrying about ice, and used in the delivery thereof and of horses and harnesses belonging thereto all of which were necessary and incident to the business of said company and mainly fit for the carrying on of such a business as the said company was engaged in -

and at the time last aforesaid it had a large amount of ice on hand in the delivery of which to its customers in Chicago said teams and wagons would be and were necessarily required, and without which said ice stored at Crystal Lake and brought to Chicago would have been of little or no value either to said company or to any purchaser of the property thereof by means whereof your orator alleges that the property and effects of said company could not have been properly sold in separate parcels either with advantage to itself its creditors or the stockholders thereof.

208  
Your orator further sheweth unto your honor that the Trustees of said company and the said company itself wholly failed and neglected to act in the premises or to make or cause to be made any sale of the property and effects of said company, or to apply its property in the payment of its said debts then existing and unpaid, as the said Trustees and said company itself, were, and each was in duty bound to do immediately upon its becoming insolvent as aforesaid but, on the contrary said Trustees and said company and each of them then and then pretended and gave out that it was not necessary and that it was not their or either of their

duty so to do - Whereas your orator charges  
 the contrary and alleges that at the time  
 and times aforesaid and sometime before  
 and up to and at the time said bill was  
 filed that said company was insolvent  
 and had not sufficient property to pay  
 its debts, that it owed a large amount of  
 money in small sums to its laborers and  
 servants for work and labor performed  
 within one year and in most cases within  
 six months immediately preceding the filing  
 of said bill, which were due and unpaid  
 the aggregate of which, was about the sum  
 of about three thousand dollars, that said  
 monies were mostly due to laborers & servants  
 then in the employ of said company who  
 were actually necessary employees of said  
 company, to enable <sup>it</sup> ~~them~~ to transport and  
 send and deliver its ice to customers in  
 Chicago. That said laborers and employees  
 were, at and before the first day of July 1857  
 on a strike by reason of the refusal of said  
 company and of its failure to pay them  
 the wages then their due - that said laborers  
 and employees then and there refused to  
 serve said company in the transportation and  
 delivery of its ice as aforesaid until they  
 were paid as aforesaid. that many of them

210  
as teamsters had possession of the horses  
harnesses and wagons of said company and  
would neither use the same nor permit any  
other employee of said company or any  
person whom it might hire, to use said  
teams and wagons in or about the business  
of said company, and your orator is in-  
formed and charges that this condition of  
things and said derangement of its affairs  
and business had continued for several  
weeks prior to the filing of said original  
bill, and that in the meantime the stock  
of ice which said company had on hand  
and which it had stored at great cost & expense  
in its ice houses, was melting away and  
would continue to be left to melt away during  
the summer months in the places where it  
was stored wholly undisposed of and without  
any prospect that said company would have  
the ability to bring said ice into the market  
for sale, by means whereof the personal liability  
of said Packus and also of the other stock-  
holders in said company was daily becoming  
greater, and the means and ability of said  
company to pay said debts daily becoming  
less - Your orator further sheweth unto  
your honor that said company had also  
failed to comply with its contracts with

said Rail Road Company in the payment of freight for the carrying of said ice, and that said Rail Road Company was accordingly refusing to transport ice for said Ice Company unless paid <sup>there</sup>for, which said Company was unable to do; that thereby the said Ice Company would have been practically deprived of the means of transportation of their ice from One Henry County to Chicago to supply their contracts with their customers; that said Ice Company had made large contracts with hotels and saloons to supply them with ice in Chicago during the whole season; all of which contracts were about to be broken by said Company, unless ice could be supplied and thereby said Company and its stockholders rendered liable thereon for the failure of said Company to carry out its contracts -

Your orator further shews that the good will of said Company in the supplying of ice to its customers was another and large element entering into and constituting its capital in the business, which could only be made available, by a sale of the whole property of the said Company, used in the business thereof; and that owing to the situation of said Company at the times aforesaid, the good will of said Company and its business

was in great jeopardy, and in danger of being wholly lost, owing to the total inefficiency of said <sup>Ice</sup> company as hereinbefore set forth and stated -

Your orator further sheweth by way of supplement that execution had been issued on said judgement in favor of Trilcox Lyon & Co prior to the filing of said bill; and that the same was a lien on all the property of said Ice Company in Cook County at that time; and that the Sheriff of said County threatened to sell out the same, unless said company paid the amount of said judgement which they were unable to do, and that said Sheriff would have sold said property which would have realized but a small sum if a Receiver had not been soon after the filing of said bill appointed by this court.

212

Your orator further sheweth by way of supplement that almost immediately after the filing of said bill this Court appointed said Alexander C. Coontz a temporary Receiver of the property of said company with power to act immediately in the premises; and that said Coontz under the direction of this Court did go on and act as such Receiver and take possession of the property of said company -

Your orator further sheweth that said Receiver since the filing of said bill, has sold and disposed of the property of said company which came to his hands and control as such Receiver, and has applied the proceeds of the sale thereof to the payment of its debts and liabilities existing at that time, so far as such proceeds would go; and that all and singular his doings in the premises as Receiver prior to the entry of said final decree were necessary to protect the interests of all the parties interested in the affairs of said company as creditors and stockholders; and that all his acts in the behalf aforesaid have been ratified and confirmed by order of this court; and that all the subsequent proceedings of said Receiver in appropriating and paying out the proceeds of the sales of said company's property have been in pursuance of the final decree and order of this court aforesaid; and that his said acts and doings were performed before any application was made to this court by any of the stockholders of said company, or by

one John S. Wheat who claims to be a stockholder therein to alter, disturb or interfere with said final decree or any of the proceedings had under said original bill -

Your orator further sheweth unto your honor by way of supplement that said John S. Wheat was duly brought into court in said original suit by publication pursuant to the statute; and that afterwards and within the time prescribed by law, but after the said final decree had been executed and carried into effect, or nearly so, that is to say nearly one year after said final decree had been rendered, and substantially carried into effect said Wheat appeared in said suit and offered to file his answer therein pursuant to the statute in such case provided; but that none other of said defendants in said bill named have heretofore appeared in person or by their solicitor to defend said suit or disturb said final decree and the time therefor has long since elapsed;

And your orator further sheweth that said Wheat claims some benefit and advantage as a stockholder in said company accruing to him on account of his having been brought into court as aforesaid by publication instead of by a personal service of summons. To question the acts and doings of this court and its officers

in carrying out said final decree so far as the same was done, before said Wheat appeared and offered to file his said answer as aforesaid; but your orator charges the contrary and alleges that said Wheat is by his negligence in appearing to prevent the execution of said decree and otherwise, estopped from questioning the doings of said court and its officers in executing the same, so far as it was done before his said appearance.

Your orator further sheweth unto your honor by way of supplement that all and every the person and persons who were stockholders in said Crystal Lake Ice Company or in any way interested therein as such, or who claimed so to be, were made parties by name to the said original bill; but your orator in fact says that the said Crystal Lake Ice Company was not by its corporate name made a party to the said original bill; your orator sheweth unto your honor that said said Crystal Lake Ice Company in its corporate name and capacity was under the circumstances in the said original bill, and in this your orator's bill set forth, merely a nominal party in interest; and that said Company in its corporate name and capacity had no actual interest or rights in the subject matter of said suit and the relief therein prayed against it.

stockholders over and above the rights & interests of the said stockholders by said bill brought into Court as aforesaid; but your orator alleges that to the end that said Backus and his personal representatives and all other persons interested in and who have acquired rights under said final decree, or by reason of the filing of said original bill may have the full benefit thereof, that it is necessary that said Crystal Lake Ice Company by name, should be brought into Court, and made a party to the proceedings had under said original bill of complaint -

216

To the end therefore that the said Crystal Lake Ice Company, William Baker, George P. Clark, P. G. Cuyler, Amos Page, Jacob P. Eastman, A. A. Hobart, Benjamin W. Hobart Jr, Samuel H. Johnson, Joel H. Johnson, Clark Lips, Charles E. Thompson, John S. Wheat, John W. Treggins, Daniel L. Wells, Wm B. Benson, Lewis J. Mulford, Abel W. Fuller, J. H. Edwards, Isaac F. Wilson, Jesse M. Stone, George Tyler, Caleb Rich, James F. Pearson, A. W. Judd and Enos Taylor defendants, and who are made parties to this bill, may answer, without oath the same being sworn, all and singular the premises, charges and matters aforesaid as fully as if the same were herein after

repeated &c; And that said Crystal Lake Ice Company may be held and bound by said final decree as fully and completely as if originally made a party to the said original bill of Complaint; And that said defendant John S. Wheat may be held concluded from disturbing the said final decree as to any action had thereunder prior to the time of his said appearance to defend said suit;

217 And that your orator may have such relief in the premises as the nature of this case may require and as may be agreeable to equity and good conscience -

May it please your honor to grant unto your orator the peoples writ of summons issuing according to law, and directed to the above named defendants and to each of them commanding them at a certain time therein to be specified to appear in this court and answer the premises &c -

J. H. Backingham  
Ad<sup>vs</sup> W<sup>m</sup> " Packes decd

J. H. Kales  
Cnft. Solr.

No 3 of Backus Books  
Compared

And afterwards, to-wit; on the twenty fifth day of February in the year of our Lord - Eighteen Hundred + sixty two there was filed in the said Court a certain Demurrer of Crystal Lake Ice Co. which is in the words and figures to-wit following - to-wit;

In the Cook circuit court -  
In chancery

Francis W. Buckingham }  
Admstr. of Wm. Backus }

vs.

William Baker the }  
Crystal Lake Ice Co. }  
et. al. }

Supplemental bill

219

The demurrer of the Defendants the Crystal Lake Ice Company + James J. Pierson to the bill of complaint in this cause filed by way of supplement.

These defendants by protestation not confessing or acknowledging the several matters and things in said bill contained to be true in such sort manner + form as is therein alleged - Doth demur thereunto - + for cause of demurrer sheweth that the said complainant hath notice + by his said bill made or stated such a case as doth or ought to entitle him to any relief in a court of equity, where

fore & for the insufficiency of said bill they demand the judgement of the Court whether they shall be compelled to make any further or other answer thereto.

W. S. Burges  
for Dfts.-

And afterwards, to-wit; on the Twenty fifth day of February in the year of Our Lord Eighteen Hundred and sixty two there was filed in said court a certain answer of Defendants, Baker et al, which is in the words and figures following -  
to-wit;

220

In the Cook Circuit Court  
In Chancery

Francis W. Buckingham	}	Supplemental bill
administrator of William Baker deceased		
vs.		
William Baker et al	)	

The answer of the defendants William Baker, Amos Page, Samuel J. Johnson, Joel H. Johnson, Clark Lipe John S. Wheat, Abel W. Miller, James P. Pierson, A. W. Indd to the bill of complaint in this case

These defendants saving all  
 just exception to said bill for answer  
 thereto, say that they & the other defen-  
 dants in said original bill filed as  
 stated in said supplemental, were  
 corporators & held stock as such in the  
 Crystal Lake Ice Company, a codefend-  
 ant in this supplemental bill, a cor-  
 poration duly created and existing  
 under the laws of this state, and doing  
 business as such when said original bill  
 was filed - And they deny that they ever  
 were & considered themselves to be copart-  
 ners in any sense whatever in said  
 business & they deny that they ever did busi-  
 ness under the name of the Crystal Lake  
 Ice Company in any way or manner what-  
 ever - But all of the business transactions  
 alluded to or mentioned in said supple-  
 mental bill were done by said corpora-  
 tion as a corporation & not otherwise.  
 And they deny that the said corporation  
 was insolvent or its business matter in  
 any way deranged or changed in said  
 Original and Supplemental bills - And  
 even if they were, the said complainant  
 has no standing in a court of equity to  
 correct, remedy, or reform the same.

And they further say that the said complainant hath not in and by his said original bill made or stated such a case as doth or ought to entitle him to any relief in a court of equity & the said decree based thereon is erroneous and should be reviewed and reversed by this court.

222 And they further say that the said complainant hath not by his said supplemental bill made or stated such a case as doth or ought to entitle him to any discovery or relief in a court of equity. And they pray the same benefit from this exception as though they had specially demurred to said bill.

And having fully answered, they pray hence to be dismissed with their costs -

William Baker

Amos Page

Samuel J. Johnson

Isaac H. Johnson

Clark Lipe

John S. Wheat

Abel W. Fuller

James J. Pierson

A. W. Ingle

W. J. Bruce

Sol.

And afterwards, to-wit; at the ~~January~~ <sup>February</sup> term  
of said court, to-wit; on the twenty fifth  
day of ~~January~~ <sup>February</sup> in the year of our Lord  
Eighteen hundred and sixty two the fol-  
lowing proceedings, among others, were had  
and entered of Record, to-wit;

James P. Root administrator  
of the Estate of William Backus  
deceased -

vs.

223 William Baker, Amos Page et al)

This day came Messrs. Wil-  
liam Woodrize & Grant, solicitors for  
the complainant & now they suggest to the  
Court that the said James P. Root has  
ceased to be the Administrator of the  
Estate of William Backus deceased.  
Whereupon on motion it is ordered that  
Francis W. Buckingham the present ad-  
ministrator of the Estate of said deceased  
be and he hereby is substituted party to  
complaint in the place of the said James  
P. Root.

And afterwards, to-wit; on the twenty  
fifth day of February in the year of our

Lord Eighteen hundred and sixty two; there was filed in said court a certain Croup bill, which is in the words and figures following, to-wit;

In the Circuit Court of Cook County  
 In Chancery  
 To the Honorable George Manierre Judge  
 of said Court-

Your orator William Baker, Amos Page, Samuel J. Johnson, Joel H. Johnson, Clark Lipe, John S. Wheat, Abel W. Fuller, James J. Pierson & A. W. Ingham humbly complaining, show, that on the 24<sup>th</sup> day of February 1862 Francis W. Buckingham as administrator of the estate of William Buckus deceased filed by leave of the Court a Supplemental bill of complaint in a cause there pending in said Court- In which supplemental bill your orator and George P. Clark, P. J. Snyder, Jacob P. Eastman, A. R. Hobert, Benjamin W. Hobert Jr. Charles E. Thompson, John W. Wiggins, Daniel L. Wells, William B. Benson, Lewis J. Mulford, J. H. Edwards, Isaac S. Wilson, Jesse M. Stone, George Taylor, Cash Rick & Cross Taylor & the Crystal Lake Ice Company were made parties defendant- And to which bill now on file

for the contents thereof your orator prays reference may be had.

And your orator further shows that they have filed their answer to said supplemental bill in and by which among other things they set forth that they and the defendants named in the original bill of complaint filed as stated in said supplemental bill were incorporators and held stock as such in the Crystal Lake Ice Company, a company defendant in said supplemental bill, a corporation duly created and existing under the laws of this State, and doing business as such when said original bill was filed. They denied that they ever had been or considered themselves to be co-partners in any sense whatever in said business, and they denied that they ever had done business under the name of the Crystal Lake Ice Company in any way or manner whatever, but all the business transactions alluded to or mentioned in said supplemental bill had been done by said corporation as a corporation and not otherwise. And they denied that said corporation had been insolvent or its business matter deranged, as charged in said

original and supplemental bill; and even if they had been the said complainant had no standing in a court of equity to correct, remedy, or reform the same. That the said complainant had not in & by this said original bill made or stated such a case as did or ought to entitle him to any relief in a court of equity, & the said decree based thereon was erroneous & should be reviewed & revised by this court. And that the said complainant had not in & by his said supplemental bill made or stated such a case as did or ought to entitle him to any discovery or relief in a court of equity, and they prayed the same benefit from that exception as though they had demurred specially to said bill. — As by said answer reference being thereto had will more fully appear.

226

And your orator further shows that the prayer of said supplemental bill is that the defendants therein named may answer said bill without oath. That said Crystal Lake Ice Company may be held and bound by said final decree, as fully and completely as if originally made a party to the said original bill of complaint; and that said defendants

John D. Wheat might be held concluded from disturbing the said final decree, as to any action had thereunder prior to the time of his said appearance to defend said suit & for such relief in the premises as the nature of the case might require and as might be agreeable to equity and good conscience.

227  
 And your orator further shows that the said decree rendered upon said bill and all the proceedings thereon, are erroneous and void. That the title to the property truly sought to be charged is & was in the Crystal Lake Ice Company and not in any the defendants to said bill, or any, or either of them, and that therefore the said decree should be reversed.

That the demurrer of the said John D. Wheat filed to said bill the court hath sustained for want of equity, and he is entitled to be discharged from the suit. That at the time of filing and at the time of the allowance of the petition of said Wheat to open said decree all of the other defendants moved to set aside the decree as to them.

And your orator therefore pray that the said Francis W. Brackingham

as such administrator as aforesaid and the other defendants to said supplemental bill not-complainants herein may be made parties defendant to this crep bill under the statute and they required to answer the same.

And that for the reasons and under the circumstances aforesaid the said decree may be reviewed, reversed and set aside, and no further proceedings taken thereon

W. J. Burges  
Solt. for Compts.

228

Amendments to the above bill.

And your orators further show that the said Amos Page was not in fact served with process in the said cause and that the return of said Sheriff of Cook County that he served him with process on the fourth day of July 1857 is untrue in fact.

W. J. Burges

And afterwards, to-wit; at the March term of said Court; to-wit on the Twenty sixth day of March in the year of Our Lord Eighteen Hundred and sixty three the following proceedings, among others, were had and entered of Record, to-wit;

Francis W. Buckingham Administrator }  
of the Estate of William Backus deceased } Bill  
vs. } for Relief  
William Baker, Amos Page et. al. }

229

This cause coming on the day to be heard upon the Demurrer of the defendants The Crystal Lake Ice Company to the Complainants Supplemental bill of Complaint filed therein, and Counsel having been heard as well in support of said Demurrer as in opposition thereto, and the Court now being fully advised therein doth find that the allegations in the complaints <sup>and</sup> said supplemental bill of complaint contained, are sufficient to entitle him to the relief prayed for therein. Therefore it is ordered that the said Demurrer be and the same is hereby overruled, with leave to the said Crystal Lake Ice Company to plead over the said supplemental bill of complaint. Whereupon the said defendants, William

12

Baker and the Crystal Lake Ice Company  
move the Court for a rule upon A. C.  
Coventry the Receiver heretofore appointed  
herein, to deliver over on demand to  
the said Crystal Lake Ice Company, all  
Books, Papers, Vouchers and other effects  
now in his hands and possession as such  
Receiver; which motion the Court orders  
to stand for arguments of Counsel. And  
thereupon the Defendants move the Court  
to dissolve the injunction heretofore  
granted in said cause restraining  
them from bringing suit against the  
said Receiver.

230

And afterwards, to-wit, on the Twenty  
seventh day of March in the year of Our  
Lord Eighteen Hundred and sixty two, there was  
filed in said Court a certain Master's Report  
which is in the words and figures following to-wit:

Cook County Circuit Court

William Backus

vs.

Amos Page, William Baker et al.

Jo C. S. Williams Esq.

Sol. for Compl.

Sir

Please take notice that on Monday the 28<sup>th</sup> day of February 1859 at 10 A.M. of that day I shall proceed to prove up my account as Receiver in the above entitled cause before L. G. P. Greer Master in Chancery, in pursuance of the order of Court heretofore entered in said cause

Yours Respectfully  
A. G. Conventy

Chicago February 26<sup>th</sup> 1859

I hereby admit service of a copy of within notice

E. J. Williams

Plffs Sol.

Chicago February 26<sup>th</sup> 1859

In Circuit Court of Cook County  
In Chancery

William Backus }

vs. }

Amos Page et al. }

On reading & filing petition of the Chicago St. Paul & Fond du Lac Rail Road Company & admission of due service of the same upon the Sol. for Complainant & upon the Receiver & on motion of J. H. Wheeler

Sol. for petitioner it is hereby ordered that the claim of the petitioner against the Crystal Lake Ice Company of Twelve hundred & sixty seven  $\frac{07}{100}$  Dollars be & is hereby referred to a Master in Chancery of this Court to examine & report upon the same and that the Receiver in the course account for all assets received by him, and all moneys paid out as such Receiver & that he show to such Master a full list of all claims filed with him as such Receiver of said Crystal Lake Ice Company remaining unpaid, & that said receiver shall divide up amongst the claims filed with him, the assets of the said Ice Company as such claims shall be found to be due from said Company by said Master in Chancery.

232

State of Illinois  
Cook County

Master Report  
Circuit Court Cook Co.

In Chancery

William Backus  
vs.

Annae Page et al.

Chicago February 28<sup>th</sup> 1859

Hon. George Manierre

Presiding Judge

In pursuance of a decretal order entered in the above entitled cause, by which it was referred to the undersigned to examine and report upon the accounts of the Receiver heretofore appointed in this cause, upon the vouchers evidences & exhibits by him submitted I L. C. Paine Greer Master in Chancery of Cook County &c. do hereby certify and report that on the 28<sup>th</sup> day of February A. D. 1859 at my office in the city of Chicago appeared the said Receiver in conformity with said order and the notice hereto attached, at which time I proceeded to an examination of the matters so referred.

233

Geo. A. Ingalls a witness produced and sworn says. I am 39 years of age, am an attorney at Law, and reside in Chicago. I am acquainted with the worth and value of the ordinary services of a Receiver in receiving and disbursing monies under the order of a Court. I have looked over and examined the vouchers filed by the Receiver in this cause, accompanying his accounts, and I would estimate the services of the said Receiver at five per cent on the whole amount of his credits in said accounts.

Sworn to and Subscribed } Geo. A. Ingalls

before me this 21<sup>o</sup> day  
of March A. D. 1859

L. G. P. Freer

Master in Chancery Cook Co.

I find and report that said Receiver including  
cash \$96.<sup>47</sup> on hand at date of last report  
has received the sum of \$6,030.00  
And that he has disbursed as  
per vouchers herewith returned  
the sum of \$5886.07  
Commissions on actual disbursements  
not including the payment to himself  
at 5 per cent and including like  
commissions on \$4508. disbursements  
as per form report

335.55

\$6221.62

July 28<sup>o</sup> Bal. due Receiver \$191.62

I do therefore find and report that the  
said Receiver has paid out and disbursed  
the sum of \$191.62 up to the date of this  
Report over and above the sum of money that  
had come to his hands, deducting thereon his  
commissions as aforesaid the said sum  
of \$191.62 now due and owing to said Receiver  
from the assets in his hands.

All which is respectfully submitted  
Master per \$5. L. G. P. Freer  
Paid by Receiver Master in Chancery Cook Co.

And afterwards, to-wit; on the Twenty seventh day of March in the year of our Lord Eighteen Hundred & sixty two there was filed in said Court a certain Motion which is in the words and figures following, to-wit;

Circuit Court of Cook County

Francis W. Buckingham }  
 Administrator of the estate of }  
 William Baker deceased } In Chancery  
 vs. }  
 William Baker et. al. }

285

And now comes the said Alexander G. Coonty by his solicitor and moves the Court that the report of the Master in Chancery of Cook County made herein on the 28<sup>th</sup> day of February 1859 and filed this day in this cause be in all things confirmed.

March 27<sup>th</sup> 1862 J. H. Kales Sol. for Compt.

And afterwards, to-wit; on the Twenty seventh day of March in the year of our Lord Eighteen Hundred & sixty two there was filed in said Court a certain <sup>other</sup> Motion which is in the words and figures following, to-wit;

## Circuit Court of Cook County

Francis W. Buckingham }  
 Admr. of the estate of }  
 William Backus deceased } In Chancery  
 vs. }  
 William Baker et al. }

236 And now comes Alexander G. Coventry Receiver &c. by his solicitor and moves the Court that on paying over the books and papers of the Crystal Lake Ice Company in his possession to the Clerk of this Court, Crystal Lake Ice Company, he be discharged from further action as receiver in the above cause.

J. H. Kales Solr.

And afterwards, to-wit; at the March Term of said Court, to-wit; on the Twentieth <sup>seventh</sup> ~~seventh~~ day of March in the year of Our Lord Eighteen Hundred and sixty two, the following proceedings among others, were had, and entered of Record, to-wit;

Francis W. Buckingham Administrator }  
 of the estate of William Backus deceased } Bill of  
 vs. } Relief

William Baker, Amos Page Et. Al. }  
 }  
 }

This day again  
 come the said parties by their respective Sol-  
 icitors, and after arguments of Counsel the Defen-  
 dants ask leave to withdraw their motion heretofore  
 entered for leave to sue the Receiver in said  
 cause, which is granted by the Court; Whereupon  
 on motion it is ordered that the injunction heretofore  
~~ordered~~ granted at the instance of said  
 Receiver restraining the said Defendant Crystal  
 Lake Ice Company from prosecuting suit against  
 said Receiver be and the same hereby is con-  
 tinued until the further order of this Court;  
 And thereupon the said Receiver by way of ~~leave~~  
 Motion to the motion of the Defendants William  
 Baker and Crystal Lake Ice Company heretofore  
 entered for a rule requiring the said Receiver to  
 deliver to the said Crystal Lake Ice Company  
 all Books, Papers, Vouchers, & other effects in his  
 hands and possession as such Receiver, moves  
 the Court that the Masters Report filed this day  
 touching his proceedings in the premises as such  
 Receiver be confirmed, and also that upon the  
 delivery of the Books and papers mentioned  
 in said Defendants motion, to the Clerk of  
 the Court that he be discharged from further  
 acting as such Receiver in said cause, which  
 said motion of the receiver the Court order

to stand for arguments of counsel.

And afterwards, to-wit; on the Twenty sixth day of April in the year of Our Lord Eighteen Hundred and sixty two there was filed in said Court a certain Petition of Crystal Lake Ice Company for leave to sue County, which is in the words and figures following, to-wit;

In the Cook Circuit Court  
To the Hon. Geo. Manierre  
Judge of said Court  
In Chancery sitting

Francis W. Buckingham }  
Admstr. of William Backus }  
deceased }  
vs. }  
William Baker et al. }

The petition of the Crystal Lake Ice Company a corporation created and existing under the laws of this state, respectfully shows -

That on the                      day of July 1857 William Backus, then in life, since deceased, filed in this Court his bill of complaint on the Chancery side thereof in the above entitled cause, against William Baker and others

without making you petitioner a party to said bill or giving it notice of the filing or pendency thereof, or of any of the proceedings there under, as by said bill, reference being thereto had, for the contents thereof will more fully appear.

That afterwards on the day of July 1857 Alexander C. Coventry was by order of this Court appointed receiver in said cause, as by said order of Record in this Court reference being thereto had will more fully appear.

239 That of that appointment you petitioner had no notice whatever.

That acting under his appointment of such receiver the said Coventry on or about the day of July 1857 sold all of the property of you petitioner both real and personal to Hiram Joy and Augustus N. Frisbie, such taking and sale being also done without any notice to you petitioner, and ~~therefore~~ thereupon said Joy & Frisbie took possession of said property & converted & disposed of the said personal property to their own use.

That shortly before the filing of said bill the then trustees of you petitioner had held a meeting touching the business of the

said corporation, and were then & always therefore had been attentive to the business of the corporation, either by themselves or the servants & other agents of the corporation appointed by them, whom they supposed to be trustworthy. And the Property of your petitioner was at that time in the actual charge custody and keeping of such, the agents & servants of your petitioner.

240 That for some time prior to and at and after the filing of said bill the said Coventry was the Secretary & Treasurer and general financial agent of your petitioner and had in the absence of the board of directors the general management of its affairs.

That said Coventry was then an Attorney at Law and your petitioner deemed and considered him as retained & employed by it in any litigation in which it might be interested or a party.

That said Coventry at the instigation of said Joy & Fisher, or of his own head conceived the idea of selling out the business and property of your petitioner to them, (who then were rivals of your petitioner in the Ice business in the City of Chicago) by means of a bill in Chancery & obtaining the approval

ment of a receiver with power to sell, and accordingly with the intention to wrong cheat and defraud your petitioner, and contrary to his duty as the employee of your petitioner & holding office for your petitioner drafted the bill on file in said cause, which is in his own hand writing induced Messrs. Williams Woodbridge & Grant to sign their names as solicitors, though they had nothing to do with drawing said bill, and procured the appointment of himself as receiver, and then proceeded without in any way advising any of the other officers, or any of the trustees of said Corporation to sell out said property to Joy & Trisbie.

241

That the said Coventry having charge of the business affairs of your petitioner at the time he was appointed Receiver, there was no change of possession of the property of your petitioner made until after the sale was effected to Joy & Trisbie.

That your petitioner hath sustained Damage by occasion of the loss and deprivation of its property and the breaking up of its business to thirty five thousand Dollars for which no security is given to it in this cause, and it has no other remedy save

24 by action at law against the said County and those who aided and abetted him in unlawfully taking the property of your petitioner as aforesaid.

That there is no bond given to it in this cause.

Your petitioner therefore prays that he may be at liberty to commence and prosecute any and all such actions at law as he may deem to be advisable to recover the damages which it hath sustained by the acts of <sup>said</sup> County and his aiders and abettors in the premises against them.

242  
The Crystal Lake Ice Company  
by Amos Page  
Justice C.

State of Illinois }  
County of McHenry } Amos Page one of the  
Justices of the Crystal Lake Ice Company  
in the year of 1857 being duly sworn  
says that he has read the above petition  
signed by the Crystal Lake Ice Company  
- that the facts therein stated are true  
in substance and fact, that the  
said County therein mentioned was  
at the time the said bill therein mentioned

was filed the Secretary + Treasurer of said corporation, and had charge of its affairs in the absence of the board. That this deponent at that time was one of the board of trustees, was present at a meeting of the board a few days before the said bill was filed. Had no knowledge or intimation of the filing of said bill or of the proceedings thereunder until after the said sale to Jay + Frisbie had taken place, and believes that none of the other trustees of said corporation knew of the filing of the bill or the proceedings under it until after said sale. That this deponent then resided at Amesville in the state of Wisconsin, and his place of residence was well known to said Coventry at the time of filing said bill.

Subscribed and sworn to

before me this 5<sup>th</sup> day of  
April 1862

Amos Page

Isaac S. Wilson

Judge 28<sup>th</sup> Circuit State of Illinois

And afterwards, to wit, on the Nineteenth day of May in the year of Our Lord Eighteen hundred and sixty two there was filed in the said

26 Court a certain Affidavit of W. J. Burgep  
which is in the words and figures following  
to-wit:

In the Cook Circuit Court  
In Chancery

Francis W. Buckingham  
Adms. of William Backus  
Vs.  
William Baker Et. Al. }

State of Illinois }  
County of Cook } William J. Burgep  
of said county being duly sworn says that  
244 as he is informed and verily believes Hiram  
Joy and Augustus Frisbie mentioned  
in the petition filed in this cause by the  
Crystal Lake Ice Company are each of  
them insolvent and unable to pay their  
debts - And that the general reputation  
of the said Joy + Frisbie for solvency in  
the city of Chicago where they reside is  
that they and each of them are insolvent.

Subscribed + sworn to before  
me this 19<sup>th</sup> day of May } W. J. Burgep  
1862 Wm. L. Church }  
Clerk }

27 And afterwards, to-wit; on the Eighteenth day of June in the year of Our Lord Eighteen Hundred and sixty two there was filed in said Court a certain Affidavit of Hiram Joy which is in the words and figures following, to-wit;

Francis W. Buckingham  
Adminr. of William Backus } Circuit Court  
deceased vs. } of Cook County  
William Baker et al. } In Chancery

245  
State of Illinois  
Cook County ss

Hiram Joy of said County in the state aforesaid, being first duly sworn, deposes and says that during the year A.D. 1857 he was member of the late firm of Joy & Trisbie in Chicago in said County, that said Joy & Trisbie did on or about the Fourth day of July 1857 purchase from Alexander C. Coventry receiver appointed by this Court, the property and Chattels of the Crystal Lake Ice Company, said purchase being made subject to the approval of such sale by this Court.

And this deponent further says that he had no knowledge in regard to the

affairs of said Company except from  
 general rumor and report until applied  
 to by said Coventry after he was appointed  
 receiver to effectuate a sale of such  
 property & effects, that he had no knowl-  
 edge of any intended application for a  
 receiver until informed by said Coventry  
 that he was appointed such receiver &  
 that on such he was directed to sell the  
 property and effects of said Company  
 and was soliciting offers for the same.  
 And he further says that said Joy & Frisbie  
 offered said receiver for such property  
 & chattels the sum of Eight thousand  
 Dollars, and that afterwards owing to the  
 representations of said Coventry they said  
 Joy & Frisbie were induced to offer and  
 did offer the sum of Ten thousand Dollars  
 for such property, which offer after some  
 negotiation was accepted.

246

And this deponent further says  
 that he was informed and believed at the  
 time of such sale and purchase as afore-  
 said that said property was being offered  
 for bidders generally and that owing to the  
 nature of the business but few offers  
 could be obtained for the same.

And this deponent further says that

29

said Joy + Frisbie agreed to and did pay said Coventry the sum of Ten thousand Dollars for such property. That the said sum was paid at the representation of said Coventry, that the same was much more than the property was worth, and that said Joy + Frisbie soon found that the business of cutting and storing Ice at Crystal Lake and transporting the same to Chicago for sale could not be conducted at a profit during the Summer months. And this deponent further says that after the agreement for such purchase had been entered into and before the confirmation of such sale by this Honorable Court - said Joy + Frisbie authorized said Coventry to sell said property to Amos Page and those associated with him for the sum of Ten thousand Dollars, and that they said Joy + Frisbie were informed that it was impossible for said Amos Page or those associated with him to raise the money or to secure the payment of the same as required by said Joy + Frisbie.

And this deponent further says that on the Seventh day of July A. D. 1857 said Joy + Frisbie commenced delivering Crystal Lake Ice to the Chicago St. Paul

30 and Fond du Lac Rail Road for the use  
of said Road that the same was ordered  
as they believed by the Superintendent of  
said Road and he further says that  
shortly after the said purchase from said  
Coventry said Fry & Frisbie commenced  
transporting Ice over the said Chicago  
St. Paul & Fond du Lac Rail Road as the  
successors to the Crystal Lake Ice Company  
from Crystal Lake to Chicago by an arrange-  
ment entered into between them said Fry  
& Frisbie and the superintendent of the  
Chicago St. Paul & Fond du Lac Rail Road  
and he further says that Samuel J. John-  
son trustee of the Crystal Lake Ice Co.  
was the superintendent of the Chicago  
St. Paul and Fond du Lac Rail Road at  
that time and is the person above referred  
to as superintendent of said Road. And  
this deponent further says that Fry &  
Frisbie commenced delivering Ice to  
Baker & McEwen on the eighth day of July  
1857 that the said Baker is William Baker  
trustee of the Crystal Lake Ice Company  
and that such Ice was delivered at the  
order of said Baker & McEwen.

And he further says that he expressly  
denies that said Coventry was appointed

receiver of of said Crystal Lake Ice Company at the suggestion of this deponent or that this deponent was knowing to the fact that a receiver was to be appointed over said company until applied to by said County as is hereinbefore stated to purchase the property of said company and he denies that Joy + Frisbie paid for such property less than it was worth but he insists that they paid for the same much more than the value of the same. And he further says that while Joy + Frisbie continued to carry on the business of transporting Ice from Crystal Lake to Chicago and selling the same in Chicago the same was continued at a loss.

Subscribed and sworn to } Hiram Joy  
 this thirtieth day of May }  
 A. D. 1862 before me }  
 Franklin Hatheway }  
 Notary Public }



And afterwards, to-wit, on the Eighteenth day of June in the year of Our Lord Eighteen hundred and sixty two there was filed in said Court a certain Affidavit of

32 George H. French which is in the words  
and figures following, to-wit:

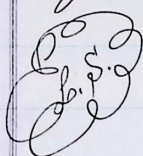
Francis W. Buckingham }  
Administrator of William } Circuit-Court  
Backus deceased } of Cook County  
vs. } In Chancery  
William Baker Et. al.

State of Illinois  
Cook County }  
}

George H. French of said  
County being first-duly sworn deposes that  
250 says that he is personally acquainted with  
Amos Page trustee of the Crystal Lake Ice  
Company and that he this deponent during the  
year A. D. 1857 was one of the keepers of the Bridge  
House in the City of Chicago that said Page was  
in the City of Chicago stopping at said Bridge  
House on the sixth and seventh days of July  
A. D. 1857 and he further says that he was  
acquainted with the Crystal Lake Ice  
Company and that it was a matter of public  
notoriety at that time that said Company had  
passed into the hands of a receiver and was  
sold or for sale by such receiver and he  
further says that E. A. Darbell was the  
general superintendent of said Company

33 managing the affairs of said company.

Subscribed and sworn to } George H. French  
this 30<sup>th</sup> day of May A. D. 1862 }  
before me

 Franklin Hathaway  
Notary Public

257 And afterwards, to-wit; on the Eighteenth day of June in the year of Our Lord Eighteen hundred and sixty two there was filed in the said Court a certain Affidavit of Augustus Friebe which is in the words and figures following, to-wit;

Francis W. Buckingham  
Adminr. of William Backus  
deceased W<sup>t</sup>. } Circuit Court  
William Baker Et. al. } of Cook County  
In Chancery

State of Illinois  
Cook County }  
Jr.

Augustus Friebe of said County in the state aforesaid being first duly sworn deposes and says that during the year A. D. 1857 he was member of the late firm of Fry & Friebe in Chicago in said County, that said Fry & Friebe did on or about the fourth day of July 1857 purchase from Alexander

34 Co. Coventry receiver appointed by this Court  
the property and chattels of the Crystal Lake  
Ice Company said purchase being made  
subject to the approval of such sale by this  
Court.

252 And this deponent further says that he  
had no knowledge in regard to the affairs  
of said Company except from general rumors  
and report until applied to by said Coventry  
after he was appointed receiver to effectuate  
a sale of such property & effects. That he had  
no knowledge of any intended application  
for a receiver until informed by said  
Coventry that he was appointed such receiver  
and that as such he was directed to sell  
the property and effects of said Company  
and was soliciting offers for the same,  
and he further says that said Fry & Frisbie  
offered said receiver for such property  
and chattels the sum of Eight Thousand  
Dollars and that afterwards owing to  
the representations of said Coventry they said  
Fry & Frisbie were induced to offer and  
did offer the sum of Ten Thousand  
Dollars for such property, which offer  
after some negotiation was accepted.

And the deponent further says that  
he was informed and believed at the time

of such sale and purchase as aforesaid that said property was being offered for bidders generally. And that owing to the nature of the business but few offers could be obtained for the same.

And this deponent further says that said Joy + Frisbie agreed to and did pay said Coventry the sum of Ten Thousand Dollars for such property. That said sum was paid at the representation of said Coventry that the same was much more than the property was worth and that said Joy + Frisbie soon found that the business of cutting and storing ice at Crystal Lake and transporting the same to Chicago for sale could not be conducted at a profit during the summer months.

And this deponent further says that after the agreement for such purchase had been entered into and before the confirmation of such sale by this Honorable Court said Joy + Frisbie authorized said Coventry to sell said property to Amos Page and those associated with him for the sum of Ten Thousand Dollars, and that they said Joy + Frisbie were informed that it was impossible

for said Amos Page or those associated with him to raise the money or to secure the payment of the same as required by said Jay + Frisbie.

And this deponent further says that on the seventh day of July A.D. 1857 said Jay + Frisbie commenced delivering Crystal Lake Ice to the Chicago St. Paul + Fond du Lac Rail Road for the use of said Road that the same was ordered as they believed by the Superintendent of said Road, and he further says that shortly after the said purchase from said Coventry said Jay + Frisbie commenced transporting Ice over said Chicago St. Paul + Fond du Lac Rail Road as the successors to the Crystal Lake Ice Company from Crystal Lake to Chicago by an <sup>arrangement</sup> ~~agreement~~ entered into between them said Jay + Frisbie + the Superintendent of the Chicago St. Paul and Fond du Lac Rail Road and he further says that Samuel J. Johnson Trustee of the Crystal Lake Ice Company was the Superintendent of the Chicago St. Paul + Fond du Lac Rail Road ~~Company~~ at that time and is the person above referred to as Superintendent of said Road.

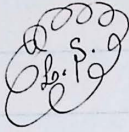
37

And this deponent further says that Jay + Frisbie commenced delivering Ice to Baker + McCuen on the eighth day of July 1857 that the said Baker is William Baker Trustee of the Crystal Lake Ice Company and that such Ice was so delivered at the order of said Baker + McCuen.

255  
 And he further says that he expressly denies that said County was appointed receiver of said Crystal Lake Ice Company at the suggestion of this deponent or that this deponent was knowing to the fact that a receiver was to be appointed over said Company until applied to by said County as is hereinbefore stated to purchase the property of said Company and he denies that Jay + Frisbie paid for such property less than it was worth but he insists that they paid for the same much more than the value of the same and he further says that while Jay + Frisbie continued to carry on the business of transporting Ice from Crystal Lake to Chicago + selling the same in Chicago the same was continued at a loss.

Subscribed and sworn to  
this 23 day of May A.D. 1862  
before me.

Franklin Hatheway  
Notary Public



And afterwards, to-wit= on the Eighteenth day of  
June in the year of Our Lord Eighteen hundred  
and sixty two there was filed in said Court a  
certain <sup>answer</sup> affidavit of A. G. Coventry, <sup>to the petition of Ice Company</sup> which is  
in the words and figures following, to-wit=

256

Francis W. Buckingham }  
Admr. of William Backus }  
deceased }  
vs. }  
William Baker et al. }

Circuit Court of  
Cook County

The answer of Alexander G. Coventry the  
respondent to the petition of the Crystal Lake  
Ice Company in the above entitled cause.

The respondent admits that on the  
1<sup>st</sup> day of July 1857 William Backus filed in  
this Court his bill of complaint against William  
Baker and others, as by the said bill on file  
will more fully appear. The respondent further

39

admits that said Crystal Lake Ice Company was not by its corporate name made a party to said bill of complaint, and that no process was issued or proceedings had in said suit against Crystal Lake Ice Company by its corporate name until after the commission of the alleged grievance in said petition mentioned, but this respondent denies the allegations therein contained that said Crystal Lake Ice Company was not notified of the filing of said bill of complaint or of the pendency thereof or of the proceedings in said ~~case~~ suit. The respondent admits that he was on or about the 1<sup>st</sup> day of July 1857 by an order of said Court appointed a Receiver in said cause to which order the respondent here leave to refer with the same advantage to himself as if the same were therein set forth at length.

The respondent further says that afterwards to wit, on the 3<sup>rd</sup> day of July 1857 in compliance with said order he filed the bond therein required as by the said bond on file will more fully appear. The respondent denies the allegation in said petition contained that said Crystal Lake Ice Company had no notice of his appointment as Receiver. The respondent admits that on or about the 4<sup>th</sup> day of July 1857 he did under and in pursuance of the order appointing him receiver in said cause sell

257

all the property of said Crystal Lake Ice Company to Hiram Joy and Augustine N. Frisbee subject to the approval of said court as will more fully appear by the respondents report of said sale filed in said cause on the 7<sup>th</sup> day of July 1857 to which the respondent here leans to refer with the same benefit to himself as if the same were herein set forth at length.

The respondent further says that on the same 7<sup>th</sup> day of July 1857 he filed in said cause the report of the master of this court approving of said sale and the affidavits of E. A. Farbell and Frederick Mering in regard to the same to which report and affidavits the respondent refers. The respondent further says that on the 8<sup>th</sup> day of July 1857 the said court ordered that the sale so made as aforesaid be confirmed as by the said order will more fully appear. The respondent admits that said Joy & Frisbee after the sale so made ~~to~~ to them was confirmed as aforesaid took possession of said property and converted and disposed of the same to their own use. The respondent denies that said sale was made without the knowledge of said Crystal Lake Ice Company or of its officers, but avers that a majority if not all the trustees of said company and its Superintendent had full knowledge of

47 said sale before the said sale was confirmed by this court on the eighth day of July, 1857. The respondent admits that the trustees of said Crystal Lake Ice Company had a meeting in regard to the business of said company on the 15<sup>th</sup> day of June 1857 but he denies that they had any meeting after that time in regard to the business of said company until after the filing of the bill of complaint in this cause and the appointment of the respondent as receiver therein. The respondent denies that the trustees of said Crystal Lake Ice Company were prior to the filing of said bill of complaint themselves or by their agents or servants attentive to its business, but the respondent admits that the personal property of said company was at the time of the filing of said bill of complaint in the charge custody and keeping of its agents or servants or of those who acted as such.

The respondent admits that he was for some time prior to the filing of said bill of complaint the Secretary and Treasurer of said Crystal Lake Ice Company, but he denies that he was its financial agent or that he had in the absence of the trustees the general management of its affairs. The respondent admits that he was prior to and at the

42 time of the ~~time of the~~ filing of said bill of complaint an Attorney at Law, but he denies that said company considered him retained or employed by it in any litigation in which it might be interested or to which it might be a party. The respondent denies that the said bill of complaint was filed or that he was appointed receiver as aforesaid at the instigation of said Joy + Frisbie or either of them and owes that neither Joy and Frisbie knew of said proceedings or that they were contemplated until after they had taken place. The respondent denies that he conceived the idea of selling out the property and business of said company to said Joy + Frisbie by any means whatever.

264

The respondent further says that said William Backus desired of the respondent particular and detailed information for the purpose of filing the bill of complaint in this cause and he being a man of limited means the respondent drafted the original bill of complaint to save him the expense of such draft it being no more trouble to make such draft than to give him the information he desired.

The respondent denies that such draft of said bill was made with the

43

intention of wronging or cheating any one, or that it was done contrary to the duty of the respondent. The respondent denies that he induced Messrs Williams Woodbridge & Grant to sign their names as solicitors to said bill and that he procured himself appointed receiver as in said petition alleged but says that the court having <sup>decided to</sup> appointed a receiver in the cause, suggested that the respondent should act in that capacity for the reason that he had an intimate knowledge of the affairs of said company and could in consequence of such knowledge better discharge the duties of the office than a stranger to its affairs. The respondent neither asked nor sought to be appointed receiver but accepted of the appointment at the suggestion of the Court made as ~~of~~ aforesaid.

The respondent admits that the agents and servants of said Crystal Lake Ice Company remained in possession of the property of said Company until the sale was made of the same to said Joy & Christie when they took possession thereof. The respondent denies that said Crystal Lake Ice Company sustained any damage by the sale of its property, and he says that said property was sold for all

44 it was worth, and that by such sale the most of said property was saved from waste and destruction which otherwise would have taken place, and the avails of said property have been applied in payment of the just debts of said Company under the direction of this Honorable Court as by the several reports of the Master on file will more fully appear.

262  
The respondent further says that on the 15<sup>th</sup> day of June 1857 a meeting of the stockholders of said Crystal Lake Ice Company was held at the office of said Company in Chicago, at which time it appeared from the statement of one of its officers that said Company was embarrassed and was at that time indebted to sundry persons in the sum of Six Thousand Dollars, and that a judgment had been obtained against said Company by Messrs Wilcox Lyon & Co. which sum it was absolutely necessary that said Company should meet. And thereupon the said Stockholders meeting unanimously resolved that the trustees or a majority of them have full power and authority if in their discretion it was advisable so to do to sell all the ~~house~~ lands house horses wagons harness tools

ice fixtures and all other property of said company upon such terms and conditions as to them might seem best for the interest of said company, provided that such sale should be made for a sum not less than ten thousand dollars.

The respondent further says that afterwards on the 15<sup>th</sup> day of June 1857 the trustees of said company held a meeting at which the following resolutions were passed.

263

Resolved that an assessment of ten dollars per share be levied upon the stock of the company payable within ten days.

Resolved that the Secretary be directed to inform all the stockholders of this company of the resolution passed at the meeting of the stockholders held this day empowering and directing the trustees to sell the stock property effects and real estate of this company and that it is the desire of the trustees that the company shall continue to do business, but that it is impossible for the company so to do unless the stockholders respond to this call this day made on them and for this purpose and to receive the wishes of the stockholders

Resolved that the Secretary inform the

Stockholders that if two thirds of the holders of the stock of this company do not desire to respond to this call and meet this installment within the ten days that then the trustee will proceed to sell the property of the company in pursuance of the power vested in them by the resolutions passed at the meeting of the Stockholders held this day.

*Resolved* that the Secretary be empowered to hold all installments paid into him on account of said last assessment so levied on above until the holders representing two thirds of the stock of this company shall have been heard from or until the expiration of said time of ten days and in case of the failure of the holders of two thirds of the stock of this company to respond to said assessment, that then and in that case the amounts received by the secretary shall be restored to those stockholders from whom the same were received.

The respondent further says that though the notice mentioned in the resolution of said trustee was duly given to all of the Stockholders of said company none of said Stockholders but one ever paid or offered to pay the assessment mentioned in the resolution ~~assessment~~ of said trustee and at the

47 expiration of said ten days, to wit; on the 25<sup>th</sup> day of June 1857 and from thence until after the filing of said bill of complaint the said Company was without means and without credit and a majority of said trustees were absent from the State of Illinois and were giving to the affairs of said Company no attention whatever.

265 The respondent further says that the defendants Amos Page Samuel J. Johnson and William Baker were the trustees of said Crystal Lake Ice Company when the said bill of complaint was filed & the respondent appointed receiver in said cause and when the respondent sold the property of said Company as aforesaid and paid out the avails thereof to its creditors. The respondent further says that the writ of summons and the writ of injunction issued in this cause were served on the said Amos Page Samuel J. Johnson and William Baker on the 4<sup>th</sup> day of July 1857 and the said writ of injunction was also served on E. A. Farbell the Superintendent of said Company on the same 4<sup>th</sup> day of July 1857. The respondent further says that Amos Page knew of the sale made by him to <sup>said</sup> Fry & Fisher as early as the 7<sup>th</sup> day of July 1857 and on

or before that day the said Izzy & Friebe offered to said Page to surrender all claims to said property by virtue of the purchase the same made as aforesaid if said Page and his associates would procure the discharge of the said Izzy & Friebe from their contract of purchase made with the respondent, but the said Page and his associates declined to take said property for the reason that they were then as they had been ~~at~~ before that time wholly unable to pay for the same or give any satisfactory security so to do. The respondent further says that said Baker and said Johnson knew of said sale made by the respondent as early as the 8<sup>th</sup> day of July 1857 and the respondent is informed and believes that they knew of it before that time. The respondent further says that said Elliott A. Garbell the Superintendent of said Company knew of said sale when it was made and filed his affidavit in support of the same to which the respondent refused.

The respondent further says that said trustees well knowing the facts aforesaid allowed the said sale to be confirmed without objection thereto, never appeared to said suit, suffered a final decree to be

49

entered therein against them by default, suffered said Fry & Frisbie to pay for said property and the avails of said sale to be paid out by <sup>the</sup> respondent in payment of the just debts of said company for which its stockholders were then individually liable, without interposing any objection to said proceedings or any of them. The respondent further says that long after said company had received the full benefit of the proceeds of said sale and thereby obtained a discharge of its debts and the liability of its members on account of the same as aforesaid the said company for the first time began to assert its nominal rights when in equity and good conscience it was estopped from so doing by the acts of its trustee.

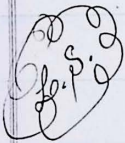
267  
The respondent further says that he has done no act or thing under or by virtue of his appointment as receiver but such as he was authorized and required to do by the order of this court. And that all of his acts and doings have been approved and confirmed by the court, and he submits that said Crystal Lake Ice Company after having received the full benefit of the said sale made under the order of this court

50 without objection and with a full knowledge of all the facts ought to be permitted to question the power of this Court to make said order by a suit against its officer who has been simply in discharge of his duty obeyed its mandate in good faith.

A. C. Covert

Subscribed and sworn to }  
before me this thirty first }  
day of May A. D. 1862 }

William F. Fleetwood }  
Notary Public }



268

And afterwards, to-wit; at the same Term of said Court, to-wit; on the Eighteenth day of June in the year of Our Lord Eighteen Hundred and sixty two the following proceedings, among others, were had, and entered of Record, to-wit;

Francis W. Buckingham  
of the Estate of  
Administrator ~~of~~ William Baker  
vs.

William Baker et al.

Bill for Relief

By consent of said parties and on motion it is ordered that said cause be set for hearing on Saturday of next week.

51

And afterwards, to-wit; on the Twenty eighth day of June in the year of our Lord Eighteen hundred and sixty two there was filed in said Court a certain Answer of Crystal Lake Ice Company which is in the words and figures following, to-wit;

In the Cook Circuit-Court  
In Chancery

269  
The answer of the Crystal Lake Ice Company One of the Defendants to the Supplemental bill of Complaint of Francis W. Buckingham Administrator of the estate of William Backus deceased, complainant against this defendant and others.

This Defendant saving all just exception to said bill of Complaint for answer nevertheless thereto, or to so much or such parts thereof as it is advised is or are material or necessary for it to make answer to, answering says.

That on the 1<sup>st</sup> day of July 1857 a bill of Complaint was filed in this Court by William Backus against William Backus and others the particular contents of which will appear on reference thereto.

And this defendant further answering

say that at the time of filing said bill its property and business were in the hands control & management of its officers servants and agents. Persons whom its board of directors at the time of their respective employments in their respective capacities believed to be competent & honest, that they would be faithful to the duties they assumed.

That principally among its officers having charge of its affairs was Alexander C. Coventry elected or appointed Secretary & Treasurer and having the charge & custody of all its books papers, the management of its financial affairs & as an attorney at Law employed by it to attend to all matters of a legal character & all suits & proceedings against it or in which it was interested.

That the said William Backus had his office in the same room or building with said Coventry & was on intimate terms with him.

That the said Coventry claimed that said Crystal Lake Ice Company at that time owed him about three thousand six hundred dollars.

That Fry & Frisbie were also at that time in the Ice business in the city

of Chicago and rivals in trade with this defendant and anxious to drive this defendant out of the market.

That said bill originated & was filed by said Backus at the instigation of said Coventry & Joy & Thibie. The one interested to collect his debt & the other to drive a rival out of the market, without any notice to any of the trustees of the same until after the property was sold by said Coventry to said Joy & Thibie.

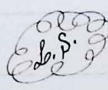
271 And this defendant further answering says that said bill was a plain fraud & secretly contrived among & between the said Backus Coventry Joy & Thibie to deprive this defendant of its property unlawfully & ruin its business & transfer the same to said Joy & Thibie.

And this defendant further answering says that at the time of filing said bill it was not in an insolvent condition, that it had abundant means & property out of which to have paid all its debts, had its affairs not <sup>have</sup> been taken out of the hands of its board of trustees surreptitiously & without notice to them by the action of this court upon the motion of said Coventry. That it has sustained great

loss and <sup>damage</sup> ~~damage~~ thereby. That said Joy + Frisbie made out of the Ice they got from this defendant afterwards during that summer Thirty thousand dollars and upwards.

And this defendant denies all fraud + combination + all other matters charged in said bill, + having fully answered pray hence to be dismissed with its costs &c.

W. J. Buzep  
Sol.

The Crystal Lake Ice Company  
by Amos Page  
its President  
 and corporate seal  
affixed hereto.

272

And afterwards, to-wit, on the Twenty eighth day of June in the year of Our Lord Eighteen hundred and sixty two there was filed in the said Court a certain Affidavit of Amos Page which is in the words and figures following, to-wit:

In the Cook Circuit Court  
In Chancery

Francis W. Buckingham }  
Admr. of William Backus }  
deceased }  
}

vs.

William Baker et al.

State of Illinois  
 County of Cook J. Ornos Page of the City of  
 Amesville in the State of Wisconsin being  
 duly sworn doth depose and say that shortly  
 before the 25<sup>th</sup> day of June A.D. 1857 and  
 within a day or two of that day he had an  
 interview with Alexander C. Coventry who  
 was then the treasurer of the Crystal Lake  
 Ice Company, about the state of its financial  
 affairs, that in the course of that conversation  
 the payment of the assessment directed to be  
 levied at the meeting of the trustees on the  
 15<sup>th</sup> June 1857 was mentioned and talked  
 over between them. And this deponent then  
 informed said Coventry that should not  
 the assessments be met & paid then the larger  
 Stockholders would expect to raise the amount  
 necessary to pay off the immediate and  
 pressing claims.

And this deponent also says that he  
 also in the course of that conversation in-  
 formed said Coventry that he was then  
 about to leave Amesville his then place of  
 residence to be absent therefrom on business  
 in the north part of the state of Wisconsin

56 and would probably be absent for the space of two weeks or more. And this deponent further says that as soon after he got through with his business there as he conveniently could he came to Chicago.

That he did not know of the sale of the property of said corporation to Jay + Thibie or of any proceedings being instituted to sell the same until after Jay + Thibie had taken actual possession of the property. That this deponent immediately upon his return to Chicago after that sale saw said Leventy about the said sale and expressed himself much dissatisfied about it. Said Leventy then represented to this deponent that said corporation was a mere partnership and had no corporate powers and that all its members were mere copartners and all individually liable for all its debts and also that there would be about from four to five thousand dollars left after paying all debts and that if this deponent would keep quiet and not contest the said sale that "he would make it all right" with this deponent. That this deponent understood from this conversation that he should be paid for his stock.

57

That this deponent trusted in and relied upon such the statements of said County and owing to such statements he believed at the time that said corporation had no corporate powers and was a mere copartnership, and therefore this deponent did not proceed and take legal steps as a trustee of the corporation to set aside such sale.

275- And this deponent further says that the belief that such was the character of the association or corporation prevailed with him and the other trustees for some time, induced in great part by the statements of said County. Until upon taking advice from other persons they learned that it was in fact a corporation. That about this time a suit was pending brought by E. A. Farbell against this deponent & other stockholders in said corporation in this Court, for a years services when in fact he had wrought only about three months for the corporation, and it was concluded to make that a test suit as to whether the Crystal Lake Ice Company were a corporation or not, that that case was tried by this Court, taken to the Supreme Court and there decided that it was a corporation, and

that any delay in this matter after this deponent was correctly informed of the rights of said corporation has been only that attending all contested litigated cases.

And this deponent further says that the belief that said corporation was a mere copartnership had a tendency to reduce the value of the franchises of the corporation, of the business it was carrying on, and of its property, and to induce all the small stockholders to give up their interests as not worth looking after.

276

And this deponent further says that the said corporation at the time of filing said bill, among other property owned eight two horse teams with wagons and harness to each, which cost it on an average about five hundred dollars each team. It also then owned a machine for cutting ice, a patented machine which cost it twenty five hundred dollars, which property was then worth nearly what <sup>it</sup> cost. It also had stored at Crystal Lake about forty thousand tons of ice, then selling in Chicago for twenty five cents per hundred weight, and costing per contract with the

59

Railway Company, one dollar and twenty five cents per ~~hundred~~ weight ton to deliver it in Chicago - And which see the said Fry + Frisbie afterwards re-tailed in said city as this deponent is informed and believes at fifty cents per hundred weight.

And this deponent further says that if the said sale had not been hurried through in the way it was and under the circumstances of doubt as to the character of the corporation created as aforesaid in great measure by said Coventry there would have been no difficulty in raising out of said property money enough to have paid off all claims matured against the corporation and then to have preserved and carried on its business.

277

That the best recollection of this deponent is that no process in said cause was ever served on this deponent, and he is fortified in this statement from the fact that that has always been his recollection and impression since the suit was heard of by this deponent, and in conversations with other trustees and stockholders he has always stated he

60 was not so served.

That he was not in the County of Cook on the 4<sup>th</sup> day of July 1857 and recollects distinctly <sup>that</sup> he was not in the State.

Amos Page

Subscribed and sworn to }  
before me this 27<sup>th</sup> day of }  
June A. D. 1862 }

J. W. Foxworth  
Notary Public }

278

And afterwards, to-wit; on the Twenty eighth day of June in the year of Our Lord Eighteen Hundred and sixty three there was filed in said Court a certain Affidavit of W. J. Boyer which is in the words and figures following, to-wit;

In the Cook Circuit Court  
In Chancery

Francis W. Buckingham  
Administrator of William  
Buckner deceased  
vs.

William Baker et al.

} Bill + Supplemental Bill

State of Illinois }

61 County of Cooke Co.

William J. Burger of said County being duly sworn doth depose and say that the estate of said Backus, so far as this deponent can ascertain from inquiry at the office of the Clerk of the County of Cook and elsewhere, consists only of what may be coming to the said administrator from the litigation in this suit. And that that upon the showing of said complainant is valueless.

279 That the estate of said Backus is in that condition that the officers of this Court will be greatly endangered in the collection of their fees unless security for costs be given.

And that said Buckingham is unable out of the said estate of said Backus to pay the costs of suit in this case.

Subscribed & sworn to } W. J. Burger  
before me this 28<sup>th</sup> day }  
of June A. D. 1862 }  
Wm. L. Church Clerk. }

And afterwards, to-wit; at the June Term of said Court; to-wit; on the Thirtieth day of June in the year of Our Lord Eighteen

62 hundred and sixty two the following proceedings, among others, were had and entered of Record, to-wit;

Francis W. Buckingham  
Administrator of the Estate  
of William Backus deceased  
vs.  
William Baker et. al. } Bill for Relief &c.

280 This day again came the said defendants by their Counsel and move the Court for a rule requiring the complainant to file security for costs in said cause and to require the complainant to file Replications to the defendants answers therein and also for a rule on complainant to plead, answer or demur to the Defendants Cross Bill filed in said cause.

And afterwards, to-wit; on the Twelfth day of July in the year of Our Lord Eighteen hundred and sixty two there was filed in the said Court a certain Motion in Cross Bill which is in the words and figures following to-wit;

Circuit Court of Cook County

63

Wm. Baker Et. al.

vs.

Baskins Admr.

} Resp Bill

And now comes the said defendant in said Resp Bill and on the papers on file in the cause wherein said bill is filed, move the court, that the Crystal Lake Ice Company and each of the other complainants mentioned in said Resp Bill file security for costs therein.

281

J. H. Kales Solr for  
J. W. Buckingham Admr.  
of Baskins dead.

And afterwards, to-wit; at the July Term of said court, to-wit; on the Twelfth day of July in the year of Our Lord Eighteen Hundred and sixty two the following proceedings among others were had and entered on Record, to-wit;

Francis W. Buckingham  
Admr. of the Estate of  
William Baskins deceased  
vs.

William Baker Et. al.

} Bill for Relief

This day again came the said parties by their respective Solicitors, and the Court now being fully advised of and concerning the Motion of the defendants heretofore entered for a rule upon complainant to file security for costs in said cause, doth sustain the same and order that said complainant be and he hereby is ruled to file such security instanter which is done. Whereupon on motion of said complainant's counsel, no objection being made thereto it is ordered that the time for said complainant to answer the defendants Crop Bill herein be and the same hereby is extended to the first Monday of August next. And it appearing to the Court that the <sup>said</sup> complainant has duly filed his Replications to the answers of the Defendants herein, (except as to the answer of the Defendant Crystal Lake Ice Company which is not on file.) it is therefore ordered that no rule be entered against said complainant requiring him to file Replications herein. Whereupon the said complainant by his counsel moves the Court for a rule upon the complainant in said Crop Bill to file security for costs. Which motion the Court takes under advisement, and order the motion for leave to sue the

65 Receiver heretofore appointed in said cause stand continued.

And afterwards, to-wit; on the Twelfth day of July in the year of Our Lord Eighteen hundred and sixty two there was filed in the said Court a certain Security for costs which is in the words and figures following, to-wit;

Circuit Court of Cook County  
In Chancery

283  
Francis W. Buckingham  
Administrator of Estate of  
William Baker deceased  
vs.  
William Baker Et. al.

I do hereby enter myself as security for costs in the above entitled cause and acknowledge myself bound to pay or to cause to be paid all costs that may accrue therein either to the opposite party or to any of the officers of this Court in pursuance of the laws of this State.

Chicago July 10<sup>th</sup> 1862. F. W. Buckingham

And afterwards, to-wit; on the Fifteenth day of July in the year of Our Lord Eighteen hundred and sixty two there was filed in said Court a certain Reply to answer to Supplemental Bill which is in the words and figures following, to-wit;

In Chancery

In the Cook County Circuit Court  
The replication of Francis W. Buckingham  
Administrator of William Backus deceased  
Complainant to the several answer of  
The Crystal Lake Ice Company to the  
Supplemental Bill of said Complainant

284

This replicant saving and reserving to himself all and all manner of advantage of exception, which may be had and taken to the manifold errors, uncertainties and insufficiencies of the answer of the said defendant for replication thereto ~~to-wit~~ to-wit, that he does and will ever, maintain and prove his said Bill to be true, certain, and sufficient in the law to be answered unto by the said defendant, and that the answer of the said defendant is very uncertain, evasive, and insufficient in the law, to be replied unto by this re-

67 pliant; without this that, that any other matter  
or thing in the said answer contained, ma-  
terial or effectual in the law to be replied  
unto, and not herein and hereby well  
and sufficiently replied unto, confessed,  
or avoided, traversed, or denied, is true;  
all which matters and things this repliant  
is ready to aver, maintain and prove as  
this honorable Court shall direct, and humbly  
prays as in and by this said Bill he has  
already prayed.

J. H. Kales

Adv. for D. Complainant

285

And afterwards, to-wit; on the Fifteenth day  
of September in the year of Our Lord Eighteen  
Hundred and sixty two there was filed in said  
Court a certain Answer to aforesaid Bill which is  
in the words and figures following, to-wit;

Circuit Court of Cook County

In Sheweth

The Answer of Francis W. Buckingham  
Administrator of William Baker deceased  
to the aforesaid Bill of William Baker et. al.

This defendant now and at all times

68 Hereafter reserving to himself all benefit of ex-  
ception which can or may be taken to the  
many errors, uncertainties and other imperfections  
in said Complainants' <sup>said</sup> Verdict contained, and  
to the sufficiency thereof, for answer therunto  
saith that he hath no knowledge, nor suf-  
ficient information to form a belief whether  
all or any of the matters and things set forth  
in said Verdict are true, and therefore  
he denies the same, and each and every  
allegation thereof; and leaves said Com-  
plainants to their proof thereof as they may  
be advised; And this defendant prays  
that said Verdict may be dismissed at  
the costs of the Complainants therein.

286

J. M. Kaler }  
Sol. for said }  
Buckingham }

J. W. Buckingham Admr.  
by J. H. Kaler his Atty.

And afterwards, to-wit; on the Thirteenth day  
of October in the year of Our Lord Eighteen  
Hundred and sixty two there was filed in said  
Court a certain Replication in Verdict  
which is in the words and figures follow-  
ing, to-wit;

In the Book Circuit Court  
In Chancery

69 William Baker Et. al. )  
vs. )

J. M. Buckingham Admr. )

The Replication of the  
Complainants to the answer of the defen-  
dants to the last Bill of said complain-  
ants as amended.

287 These complainants will aver, main-  
tain and prove the said answer to be mi-  
true, uncertain and insufficient, and  
their said bill to be true certain and  
sufficient, when &c. and then pray &c.

W. J. Burgess

And afterwards, being on the 13th day of  
among the files of said court a certain  
Replication to answer of several defendants  
to Supplemental bill, which is in the  
words and figures following, to-wit;

In Chancery

The Replication of Francis W.  
Buckingham Admr. of William  
Baker deceased to the answer of  
the defendants Wm. Baker, Amos Page  
Samuel J. Johnson, Joel H. Johnson,  
Clark Lipe, John S. Wheat, Abel W.

J. Allen, James D. Pierson and A. W. Todd, to the supplemental Bill of Complaint of said Buckingham as Adm<sup>r</sup>. & C. in the Circuit Court of Cook County.

288 This Repliant now and at all times saving and reserving to himself all benefit of exception which may or can be taken to the answer of said Dependante, and to the sufficiency thereof for replication thereto says, that the matter and things alleged in said answer are true in manner and form as the same are therein alleged, and that the allegations of this said supplemental bill are true and that the same is sufficient in the law & C. and that he will ever maintain and prove the same to be true in manner and form as therein alleged. Wherefore this Repliant prays as he has in and by this said Bill already prayed & C.

J. H. Kales Sol. for  
Buckingham Adm<sup>r</sup>. & C.

And afterwards, to-wit, on the Thirteenth day of March in the year of our Lord Eighteen hundred and sixty three there was filed in

71 said court a certain Affidavit of Charles Edwards which is in the words and figures following, to-wit;

State of Illinois  
Cook County

Cook County Circuit Court  
In Chancery

Francis W. Buckingham  
Adm<sup>r</sup>. of William Backus  
deceased.

vs.

William Baker et. al.

Charles M. Edwards

of said County being first duly sworn deposes and says that he was employed as collector and agent for the Crystal Lake Ice Company from the first day of April A. D. 1857 up to and until the first day of July in the same year, and as such collector had charge of collecting the accounts in favor of the Company and of the payment of the petty expenses for repairs and small fixtures, and was in and out of the general office continually, several times in each day. And he further says that from the nature of his connection with said Company he had a general knowledge of the business of and done by

72 said company.

And this deponent says that during all the time he was connected with said company Elliot A. Farbell was general Superintendent and as such had the general charge of the affairs and business of said company and R. Nelson Haydon was book keeper and cashier and stood in the general office of the company.

290

This deponent further says that the business of said company in the months of April and May was very light, comparatively speaking no business was done except to send the wagons around the city and <sup>to</sup> collect it business, in the month of June the business largely increased and was as good as could be expected for any month in the year. This deponent further says that at all times while he was in the employ of said Crystal Lake Ice Company the said company was apparently pressed for money, and the men by whom the wagons, harness, and other fixtures were furnished were continuously in the office seeking to obtain payment for their demands and were pressing for payment, to enable which to be made the orders to this deponent were always to collect each day all that could

43

be collected, and at the end of each month the general bills were all presented and payment demanded, the transient bills were always collected as soon as could be after the Ice was delivered.

291

On the first day of July the drivers and teamsters in the employ of the company refused to turn out that day and deliver the Ice unless they were paid the back wages then due and owing to them and there was no money by which they could be paid in the hands of the cashier. I was also informed at the time that the <sup>employed</sup> men at the Lake also refused to load Ice unless their back wages were paid up. No business could be done with the men on a strike. I personally saw the men in Chicago and urged them to drive for the day, the stoppage of the delivery of Ice for one day at that season of the year would ruin the business for the year as the customers immediately make new arrangements for their Ice for the season. Some money was raised for some of the men to induce them to drive that day, this I was informed at the time was advanced by Mr. Coventry, the men were promised their money in a day or so but it was not forthcoming. At this time

74 The company had no credit in the City and nothing could be obtained except for money. On the first day of July 1857 Haydon the book keeper and myself sat down and figured the receipts and expenses for the month of June we figured the receipts from the June business at Six Hundred Dollars they did not amount to quite that sum.

The company had 12 men employed in Chicago for drivers and teamsters being two men to each wagon, at \$30. per month a piece

	360.00
Forcell Salary pr. month	87.50
Haydon " " "	50.00
My " " "	75.00
Two men at Crystal Lake at \$25. per month each	50.00
We paid board for horses	52.50
Paid repairs & expenses which I generally paid and which averaged \$5. per day through the month	150.00
Rent per month	16.66
	\$842.66

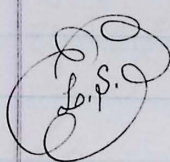
The above expenses I remember, the foregoing does not include the freight on the Ice which was at the rate of One <sup>25</sup>/<sub>100</sub> Dollars per ton. nor the general expenses at the Lake which Forcell attended to and other matters of

75 of which I was ignorant. I remember that after  
me had figured up. Hoxford said that  
the company had lost more than Four  
Hundred Dollars that month, and I believe  
at that time they had lost to exceed that  
amount.

The Crystal Lake Ice Company at  
this time used fourteen horses which were  
not worth to exceed One Hundred Dollars  
a piece if they were worth as much as  
that, they had seven Ice wagons and one  
243  
Coffin wagon.

During the month of June we sought  
to do all the business we could and Farwell  
was at all times seeking to save money, but  
the season was cold and the competition  
in the Ice business was very great that year.

Sworn and Subscribed to C. Chat. M. Edwards  
this 21<sup>st</sup> day of July 1862  
before me



Franklin Hatheway  
Notary Public

And afterwards, to-wit; on the Thirteenth day  
of March in the year of Our Lord Eighteen  
Hundred and sixty three there was filed in

76 the said Court a certain Affidavit of James P. Smith which is in the words and figures following, to wit;

Cook Circuit Court

In Chancery

Francis W. Buckingham  
Admr. of William Backus  
deceased

vs.

William Backus Et. al.

294

State of Illinois  
Cook County

James Smith of said County being first duly sworn deposes and says that in and during the year A. D. 1857 he this deponent was in the employ of Joy & Frisbie of said city as foreman and as such foreman had general charge of their business, that at the time of the purchase by said Joy & Frisbie from Alexander G. Coventry receiver of the Crystal Lake Ice Company of the property and effects of said Company and during the negotiations for such purchase he this deponent visited and inspected the Ice had and stored by said Company at Crystal Lake

77

McHenry County Illinois as well as  
 the buildings ~~and~~ machinery and other  
 property then at <sup>said</sup> Crystal Lake and that  
 he did so visit and inspect the same at  
 such time at the request and direction  
 of said Jay & Frisbie. And he further  
 says that on the third and fourth of  
 July A. D. 1857 there was not altogether  
 at said Crystal Lake Nine thousand tons  
 of Ice, that said Ice was badly stored and  
 not properly housed, and that much the larger  
 part of said Ice was in a bad condition  
 and not marketable, there was no proper  
 walls to protect the Ice and he further says  
 that of said Ice there was shipped in  
 all by said Jay & Frisbie to Chicago at  
 Crystal Lake. during the year 1857 not to  
 exceed two hundred tons, that the balance  
 of said Ice was lost to said Jay & Frisbie  
 for the reason that it was not marketable  
 and not properly stored. And this depo-  
 nent further says that said Jay & Frisbie  
 were at no time able to sell the Ice obtained  
 from Crystal Lake at the rate of Fifty cents  
 per hundred or at any rate which would  
 approximate to such a figure, and he  
 further says that he well knew the machinery  
 and the machinery for cutting Ice at

295

78 Crystal Lake referred to by Orms Page in  
his affidavit filed in this cause on the 27<sup>th</sup>  
day of June A. D. 1852 that he cannot state  
what said Crystal Lake Ice Company paid  
for said machinery but that the same was  
comparatively worthless and was not worth  
on the 7<sup>th</sup> day of July 1857 to exceed the sum  
of Two hundred and eighty Dollars, and he  
further says that he is well acquainted  
with the value of ~~such~~ <sup>such</sup> machinery, having  
been engaged in the Ice business for eight  
or ten years last past, that said machinery  
for cutting Ice was at the time mentioned  
in bad condition and neglected. And  
that he this deponent would not have paid  
for the same at the time of such purchase  
to exceed the amount <sup>by him</sup> hereinbefore specified  
to be the value of the same. And this  
deponent further says that said Joy &  
Friebie received from said County as  
such receiver fourteen horses being seven  
two horse teams, that on the day after  
the delivery of such property to Joy & Friebie  
one of said horses died and that within  
a few days thereafter seven of the remain-  
ing horses were taken from said Joy &  
Friebie by virtue of a writ of replevin  
sued out of the Cook County Court of

49 Common Pleas in favor of Nash & Eastman  
who claimed to own said horses and in  
whose favor a judgment was rendered  
on the final trial of said cause, leaving  
but six of the horses claimed to have been  
sold to Jay & Friebe by said County  
with said Jay & Friebe. And he further  
says as a criterion of the value of said  
horses the undivided half interest of  
said Eastman in said seven horses  
so reclaimed as aforesaid was sold by  
the Sheriff of Cook County in the fall of  
A. D. 1857 by virtue of an execution  
against said Eastman for Fifty Dollars  
or thereabouts. And he further says  
that the best of the fourteen horses sold  
by County to said Jay & Friebe were not  
worth One Hundred Dollars and that  
the majority of said horses were compar-  
atively little if of any value not exceed-  
ing in value Seventy five Dollars. And  
this deponent further says that on the  
first day of July A. D. 1857 said Crystal  
Lake Ice Company had at Crystal Lake  
two Ice houses and three stacks, that  
the Ice houses were improperly construc-  
ted and were not properly guarded  
and that the stacks were of no value

80 except for the old lumber that there was remaining undecayed by action of the Ice and Water, that in the fall of 1858 the stacks blew down from being so poorly constructed and that they would not have remained till that time if this deponent had not used great care to support and strengthen them so as to carry them through.

298 That in the fall of 1857 shortly after the purchase by Jozt Mielie the Ice in the two Ice houses split open and burst the sides of the buildings, that such bursting of the Ice was caused by the improper manner in which the buildings were built and in neglect in filling the sides of such buildings.

And this deponent further says that he has frequently examined and inspected the Ice houses and Ice stacks placed by the Crystal Lake Ice Company at Crystal Lake and that the same were not capable of storing more than fifteen thousand tons of Ice if full and he says that such stacks and buildings were far from full on the first of July 1857.

This deponent further says that

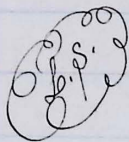
81

from the experience and knowledge he  
has derived from dealing in Ice in  
the City of Chicago for the last eight  
years he is of the opinion that the business  
of cutting ~~of cutting~~ and storing Ice at  
Crystal Lake and rendering the same  
in the City of Chicago cannot be  
conducted with profit or success and  
he further says that the price paid by  
said Joy + Frisbie for the property  
and effects of said Crystal Lake Ice  
299 Company far exceeded the value of  
the same and he further says that  
the business of Joy + Frisbie at Crystal  
Lake was conducted with a loss to  
them said Joy + Frisbie

James P. Smith Jr.

Subscribed and sworn to  
this sixth day of August  
A. D. 1862 before me

Franklin Hathaway  
Notary Public



And afterwards, to-wit; on the twenty eighth day  
of March in the year of our Lord Eighteen  
hundred and sixty three there was filed in

82 said Court a certain Stipulation which is  
in the words and figures following to-wit;

Adm<sup>r</sup>. of Backus  
vs.

Crystal Lake Ice Co. et al.

} For the purpose

of this trial in the above case it is  
admitted that Ornos Page and Samuel  
J. Johnson two of the trustees of the Crystal  
Lake Ice Co. were absent on a journey  
from Janesville Wis. and Chicago on the  
line of the proposed Fond du Lac Rail  
Road north of Fond du Lac from about  
the 17<sup>th</sup> day of June 1857 until the 3<sup>rd</sup>  
day of July 1857

W. J. Bricep  
for Dft.

C. Beckwith  
for Compl.

And afterwards, to-wit; at the March Term  
of said Court, to-wit; on the 7<sup>th</sup> day of April  
day of March in the year of Our Lord Eighteen  
Hundred and sixty three the following proceedings  
among others, were had, and entered of  
Record, to-wit;

Francis W. Buckingham Adm. of  
William Backus

vs.

John A. Wheat, George J. Clark R. S. Bayler  
William Baker, Amos Page, Jacob P. Eastman  
A. A. Hobart, B. W. Hobart, Samuel J. Johnson  
Isel H. Johnson, Clark Lipe Charles E. Thompson  
John H. Wiggins Daniel L. Wells, William B. Benson  
Lewis S. Mulford Abel W. Fuller J. H. Edwards  
Isaac S. Wilson Lese M. Stone, George Tyler  
Caleb Rich, James J. Pierson, Alvin W. Budd  
Emore Taylor and Samuel W. Perry

Original Bill

Francis W. Buckingham Adm. of  
William Backus

vs.

The Crystal Lake Ice Company, John A. Wheat  
George J. Clark, R. S. Bayler William Baker  
Amos Page, Jacob P. Eastman A. A. Hobart  
B. W. Hobart Samuel J. Johnson Isel H. Johnson  
Clark Lipe Charles E. Thompson John H. Wiggins  
Daniel L. Wells William B. Benson Lewis S. Mulford  
Abel W. Fuller, J. H. Edwards, Isaac S. Wilson  
Lese M. Stone George Tyler Caleb Rich  
James J. Pierson Alvin W. Budd & Emore Taylor

Supplemental Bill

And now on

this day came on for hearing the said original cause  
as to the said defendant John A. Wheat, the said cause

84 Having issue heretofore dismissed as to the said  
defendant ~~John D. Wheat~~ <sup>Isaac B. Wilson</sup>, the said cause having  
been heretofore dismissed as to the said defendant  
~~John D. Wheat~~ <sup>Isaac B. Wilson</sup> and a final decree having been  
rendered therein as to the other parties defendants  
and the same was heard in the presence of the  
counsel for said complainant and of the said  
John D. Wheat upon said original bill, said  
supplemental bill, the answer of said Wheat  
to said supplemental bill and replication  
thereto and the evidence adduced by said  
parties respectively;

302

And at the same time came on for hearing said  
Supplemental cause; and the same was heard  
in the presence of the counsel of said complain-  
ant and the counsel of the defendants the  
Crystal Lake Ice Company, William Baker,  
Amos Page, Samuel J. Johnson, Abel H. Johnson,  
Clark Lipe, John D. Wheat, Abel W. Fuller,  
James J. Pierson and Alvin W. Add and the  
same was heard upon said supplemental  
bill, the answers of the said last mentioned de-  
fendants thereto and replications of the com-  
plainants to the same and evidence adduced  
by said parties respectively.

And at the same time came on for hearing the  
crop bill of William Baker, Amos Page, Samuel  
J. Johnson, Abel H. Johnson, Clark Lipe, John

D. Wheat, Abel W. Fuller, James J. Pierson and Alvin W. Budd against said Buckingham Administrator of said Backus, and the persons other than said complainants, who were named as the defendants in said original cause, and the same was heard in the presence of the counsel of the complainants in said crop bill and the counsel of said Buckingham upon said crop bill, the answer of said Buckingham to the same and the replication of the complainants in said crop bill thereto and the evidence adduced by said parties respectively:

And at the same time come on for hearing the petition of said Crystal Lake Ice Company for leave to sue Alexander G. Coventry the receiver heretofore appointed by this court in said original cause and the same was heard in the presence of the counsel for said Company and the counsel for said Coventry, upon said petition and affidavit filed in support of the same, and upon the answer of said Alexander G. Coventry and affidavit filed in support thereof as well as upon the evidence adduced in said original and supplemental cause.

And the court being sufficiently advised in the premises doth pro forma order, adjudge

86 and decree, and it is ordered adjudged and  
decreed that said Crystal Lake Ice Company  
and said John S. Wheat be forever precluded  
and estopped from asserting any title or  
claim, which they or either of them, had  
on the first day of July A. D. 1857 or since  
have had to any of the property taken pos-  
session of by Alexander L. Coventry as  
receiver in said original cause, and by  
him sold under and in pursuance of the  
order <sup>or orders</sup> of this court therein; And that said  
Crystal Lake Ice Company and John S. Wheat  
be and they are hereby perpetually enjoined  
*204* from in any manner questioning the validity  
of such taking and sale. And that said  
Buckingham Administrator as aforesaid  
have and recover his costs in said  
supplemental cause against said Crystal  
Lake Ice Company and John S. Wheat  
to be taxed -

And it is further proforma ordered, adjudged  
and decreed, that said supplemental bill  
as to all the defendants to the same, except  
said Crystal Lake Ice Company and  
John S. Wheat, be and the same is hereby  
dismissed out of this court, without costs  
against them.

And it is further proforma ordered, ad-

87 judged and decreed that the crop bill of  
said William Baker, Amos Page, Samuel J.  
Johnson, Isel H. Johnson, Clark Lipe, John  
S. Wheat, Abel W. Fuller, James F. Pierson  
and Alvin W. Todd be and the same is  
herely dismissed out of this court, for  
want of equity.

315  
And it is pro forma further ordered, ad-  
judged and decreed that the petition  
of said Crystal Lake Ice Company  
for leave sue said County be de-  
nied and that said petition be and  
the same is herely dismissed out of  
this court.

316

And afterwards, to-wit: on the Eleventh day of April in the  
Year last aforesaid, there was filed in said Court a  
Certificate of Evidence in this Cause, which is in  
the words and figures following to-wit:

H. W. Buckingham Adm<sup>r</sup> of  
W<sup>m</sup> Baker

vs

William Baker et al.

Original Bill

H. W. Buckingham Adm<sup>r</sup> of  
W<sup>m</sup> Baker

vs

Crystal Lake Ice Co. et al.

Supplemental Bill

This certifies that on the hearing of the above causes, the complainant read-  
ing evidence -

307

The articles of association the execution of which was admitted of which the following is a copy:-  
To all whom these presents may come Greeting.  
This is to certify that we whose names are hereunto subscribed have on the thirtieth day of December in the year of our Lord one thousand eight hundred and fifty five, associated ourselves together and formed a company under the provisions of the act entitled "an act to authorize the promotion of corporations for manufacturing Agricultural, Mining or manufacturing purposes" passed Feb 10<sup>th</sup> 1849, that the corporate name of said company shall be the Crystal Lake Ice Co: that the object for which said company is formed, is the cutting, working, manufacturing,



No 2.

Persons whose names are subscribed to the above written articles to form the incorporation, appeared before me this day and personally acknowledged that they had signed and believed the said instrument of writing as their free act and for the use and purposes therein expressed.

Given under my hand and Notarial seal the fifteenth of Decr. A.D. 1855.

Seal

L. C. Hall  
Notary Public.

309

The Complainant also offered in evidence the Books of said Company, whereof the following is a correct Abstract:-

Abstract from Books of Crystal Lake Ice Company showing the names of Stock-Holders, the number of shares held by each and the amount paid and unpaid on each.

310

Names.	Residence	No. of Shares	Paid per Share	Price in Whole	Unpaid per Share	Unpaid in whole.
William Baker	Chicago	5	\$30	\$150	\$70	\$350
George T. Clark	Michigan	34	28 <sup>25</sup>	977 <sup>85</sup>	71 <sup>24</sup>	2422 <sup>16</sup>
E. J. Cuyler	Wisconsin	5	50	250	50	250
James B. Christian	Massachusetts					
Amos Page	Wisconsin	132	50	6600	50	6600
A. A. Hobert		5	50	250	50	250
Benj. W. Hobert Jr.	Boston.	5	50	250	50	250
Samuel J. Johnson	Chicago	50	50	2500	50	2500
Joel H. Johnson	Woodstock	15	50	750	50	750
Clark Lips	Chicago	10	44	440	56	560
Samuel W. Perry	Wisconsin Co	60	55 <sup>85/100</sup>	3350 <sup>20</sup>	44 <sup>16/100</sup>	2649 <sup>50</sup>
John A. Wheat	Woodstock	10	50	500	50	500
John A. Higgins	Wisconsin	14	26.25	420	73 <sup>75</sup>	1180.00
William B. Benson	"	50	50	2500	50	2500
Wm. W. Fuller	Woodstock	10	50	500	50	500
J. H. Edwards.	Massachusetts	5	50	250	50	250
Isaac G. Wilson	Kane Co	10	30	300	70	700
Jose M. Stone	Minnesota Ter	5	50	250	50	250
George Tyler	Woodstock	5	50	250	50	250
Alvin W. Fudd	"	10	45	450		
Carl's Spick	"	5	45	225		
James T. Parnes	Crystal Lake	18		575		
William Backus	Chicago.	25	50	1250	50	1250

The Complainant also read in evidence the Books of said company, showing the indebtedness of the same, whereof the following is a correct abstract:-

	Hettinger Cook & co.	1414.55-
	Samuel W. Perry	333.15-
	C. A. Farbell	396.45-
	Bills Payable	2820.09
	Lake & Brown	90.75-
	J. Walburp	93.13
	Chicago St Paul & Andrus Lac Sp. P.	1034.45-
	B. H. Conner	35.16
	Wm H. Giles	150.53
311	Husband & Jobb.	103.71
	D. Hicks	40.00
	Crystal Lake Farm	75.00
	J. C. Conroy.	3670.59
	M. C. Gleason	35.15-
	Philip H. Carr	1.00
	John L. Graham	27.70
	Charles Mellen	35.00
	Andros Sesto	33.00
	William S. Wilson	32.57
	Levi Harvey	31.00
	William Helligan	19.40
	Hubert Eggerton	29.00.
	John Goettl	35.00
	A. Vanbatter	25.00
	John Phillips	20.00

A. L. McMill	35.00
St. Maboney	35.75
J. Straus	29.84
Isaac Copers	16.28
Robert Ball	16.28
John J. Speed & Co	1565.87
	<u>12,296.33.</u>

The Books from which this Abstract is made was omitted to, because the paging of the Posting in the Ledger referring to the journal-entry did not agree with the page of the journal in fact, and because the Journal was not paged at all - these Books having been in the exclusive possession of the Receiver, since he was appointed.

312

The Complainant also offered in evidence the Books of said Company of which the following is a copy.

At a meeting of the Trustees of the Crystal Lake Ice Company held at the Office of Messrs. Clegg & Higgins in Chicago on the 14<sup>th</sup> day of December 1855. Present - Amos Page George T. Clark John H. Higgins, Daniel L. Wells & Charles C. Thompson. Amos Page was chosen Chairman and Daniel L. Wells Secretary - On motion of Daniel L. Wells John H. Higgins and George T. Clark were appointed a committee to draft Bye Laws for the Company.

Resolved: That John H. Wiggins George J. Clark and Samuel L. Wells be appointed a committee to solicit Subscriptions - On Motion of G. E. Thompson, Amos Page was chosen President - ~~Adjourned~~ <sup>Adjourned</sup> to meet at the same place on Thursday evening next - December 17<sup>th</sup> 1855.

Meeting of the Trustees of the Crystal Lake Ice company held pursuant to adjournment at the Office of Messrs Clay & Wiggins. Dec: 17<sup>th</sup> 1855. Present Amos Page John H. Wiggins Samuel L. Wells and George J. Clark. The Trustees then proceeded to the election of Secretary and Treasurer; whereupon George J. Clark was unanimously elected to those offices. On Motion a committee consisting of John H. Wiggins and J. H. Johnson were appointed to contract with the Chicago St Paul and Fen du Lac Railroad Co for Building the Branch road to Crystal Lake and the transportation of the Ice and for any other purpose that in their judgement may be for the interest of the company.

313

Resolved: That until the corporation had a corporate seal, that the seal shall be a scroll.

Resolved: That J. H. Wiggins and J. H. Johnson be a committee to procure the necessary right of Way from the Chicago St Paul and Fen du Lac Railroad to Crystal Lake, and also to examine Mr. Page's title that he offers to the Company.

Resolved: That Messrs Clark and Wells be an executive committee to forward the business of the Co. under the advice of the Trustees until otherwise ordered. Voted: That until otherwise ordered the Secretary be authorized to call meetings of the Board when in the opinion of the executive committee it becomes necessary. Voted that Messrs Wiggins and Wells and Clark be a committee to see about procuring an Office for the company and report at the next meeting of the Trustees.

Voted: to Adjourn according to previous notice a meeting of the Trustees of the Crystal Lake Ice Company, was held at the Office of J. H. Wiggins, January 6<sup>th</sup> 1856 - Present - Amos Page, John H. Wiggins and Mark L. Wells.

On motion of J. H. Wiggins, Mark L. Wells was appointed Secretary and Treasurer pro-tem.

Voted: that an agreement of six dollars per share on the capital stock be paid, payable to the Treasurer within ten days.

Voted that the moneys of the company be deposited at the Banking Office of C. J. Pinkham & Co to be drawn out by the secretary only for the legitimate use of the company to pay bills approved by the President.

Voted that Daniel L. Wells be appointed to attend to fitting up and furnishing the Office

314

No 5.

For the use of the Company to be done with a due regard to comfort and economy.

Voted That S. P. Eastman and J. H. Wiggins be appointed a committee to negotiate with Mr Thurston for setting Ice and attending to the Ice business and enter into any arrangement with him in reference thereto that they may consider for the interest of the Company.

Voted: to adjourn.

Meeting of the Trustees of the Crystal Lake Ice Co held at the office of J. H. Wiggins January 21<sup>st</sup> 1854  
Present:

Amos Page. President  
Daniel L. Wells, secretary  
John H. Wiggins.

315

Voted: That S. P. Eastman, S. F. Johnson and Daniel L. Wells be a committee to bargain for lot-possible for Ice Houses &c near the City.

Voted: That an additional assessment of four dollars per share on the capital stock of the Crystal Lake Ice company be laid. payable within ten days.

Adjourned.

At a meeting of the Crystal Lake Ice company held at the office of the company Feb 18<sup>th</sup> 1854  
Present:

Amos Page President.  
Daniel L. Wells. Secy. & Treas.

George T. Clark

Voted that all Bills be collected monthly.

Voted that an assessment of four dollars per share on the Capital stock of the Crystal Lake Ice Co. be laid payable to the secretary within ten days.

Adjourned.

At a meeting of the Crystal Lake Ice Company held at the Office of the Company. February 19<sup>th</sup> 1856.

Present

Amos Page. President  
Daniel L. Wells. Secy - Treas.  
George T. Clark  
John A. Higgins.

316

The following By-Laws were adopted :-

By-laws of the Crystal Lake Ice Company.

Article 1. The Stock Property and concerns of this company shall be managed by five Trustees who shall be elected annually by the Stock Holders thereof. After the first year at the time and place of holding the annual meeting of said company.

Article 2. The Annual meeting of said company shall be held at its Office in the City of Chicago on the first Monday of November in each year.

Article 3. The officers of the Company shall be said Trustees One of whom one of whom shall be President of the

Art. 6-

Company, a secretary and Treasurer, all of whom shall be elected by the Trustees as soon as may be after the annual meeting.

Article 4 The Treasurer shall give such securities for the faithful performance of the duties of his office as the Board of Trustees shall order and approve.

Article 5 The Trustees may make and order such assessments on the Capital stock of said company whenever the same shall be necessary, and make the same payable to the Treasurer at such times as they may direct.

Article 6. In case any stock holder shall ~~omit~~ neglect and refuse to pay the first assessment so made, for the space of thirty days after the same shall be payable, such stock holder shall be deemed and adjudged to have forfeited to said company, all his stock subscribed for.

317

Article 7 In case any stock holder shall refuse and neglect to pay any other assessment so made, he having paid all previous ones, for the space of sixty days after such notice, as is required by the 6<sup>th</sup> sec. of an "An act to authorize the formation of corporations for manufacturing, agricultural, mining or mechanical purposes - approved Feb 10<sup>th</sup> 1849" he shall be deemed and adjudged to have forfeited all his stock subscribed for, and all previous payments made thereon.

Article 8

All Stock so forfeited as is mentioned in the two preceding Articles shall be apportioned among the remaining stockholders according to their respective interests or among such of the remaining stockholders who shall want to take the same, upon their paying all the due taxes <sup>& conform to all the requirements</sup> assessments, (which the company shall order in reference to the same.

Article 9

318

Whenever the stockholders of said company shall have paid all the assessments made upon their respective stock, then every such stockholder shall be entitled to receive a certificate of the number of shares of stock for which he has subscribed, and to which he is entitled, which said certificate shall be subscribed by the President and Treasurer, and shall be in form as follows. To wit:-

Share's

State of Illinois

Crystal Lake Ice Company

This certifies that " " " " " is the owner of " " shares of the Capital Stock of the Crystal Lake Ice Company. This certificate transferable by endorsement and delivery. Provided that no transfer of said stock mentioned in this certificate shall be valid until all assessments shall have been paid thereon, and such transfer shall have been entered upon the stock books of the Company.

No. 7.

In witness whereof the President and Treasurer of said company have hereunto affixed the seal of said company and subscribed their names.

I Seal I

President

Treasurer

Chicago.

1855 Capital Stock \$50,000.

Article 10. The seal of said company shall be of a circular form, one inch in diameter with the word "Crystal Lake Ice company 1855" engraved thereon and the same shall be affixed to all certificates of stock issued by said company and to all contracts and other documents to which a seal shall be necessary, by and between said company and any other person and corporation.

319

Article 11. The funds of said company shall be deposited with such Bank or Banks as the Trustees shall direct, and no bill of said company shall be paid unless they are first approved by the President or some one of the Trustees previously for that purpose appointed by the Trustees.

Article 12. The secretary shall keep a record book in which shall be faithfully and truly recorded all the doings of the stockholders at the annual or any other meetings thereof, and also all the doings of the Trustees at any meeting thereof, and the

Secretary shall also be ex-officio Clerk of the Board of Trustees, and it shall be his duty, to be present at every meeting of said stockholders and said Trustees.

Article 13.

The Treasurer shall keep a stock Book in which shall be entered the names of all the stockholders Alphabetically arranged, their place of Residence and the amount of stock held by them respectively, and the amount of stock by them respectively paid in. He shall also keep a cash-Book in which shall be entered all the cash received by and paid for or on account of said Company: Also a Journal and Ledger in which shall be kept a full and faithful account with every person who shall transact any business with said company, and such other charges memoranda and accounts as shall at all times truly show the condition of said company.

320

Article 14.

The regular meetings of said Trustees shall be the first Monday of each month at the office of the Company in the City of Chicago. Any meeting of said Trustees may be called at any other time by order of the President and a written notice to each Trustee from the Secretary.

Article 15. No debt shall be contracted by the company unless by direction of the Trustees.

Article 14. In case of any vacancy in the board of Trustees from any cause, the same shall be filled Major vote of the remaining Trustees.

Article 13. No person shall hereafter be eligible to the office of Trustee, unless he shall have been a stock holder for the space of thirty days prior to his election.

Article 12. These By-laws may be annulled, altered or added to at any Regular meeting of the Board of Trustees.

321

Resolved: That the Secretary procure the necessary Books and also a seal for the use of the company.

Resolved: That the personal security of Daniel Wells be sufficient to act as Secretary and Treasurer.

Resolved That the President be authorized to purchase at his discretion all the public land either about or on Crystal Lake.

Resolved: That the county surveyor of McHenry county be employed to make a survey and plot of the lands about and on Crystal Lake to be deposited in the Office of the company.

Adjourned.

at a meeting of the Trustees of the Crystal Lake Ice Co held at the office of the company in Chicago. Monday evening March 10<sup>th</sup> 1854.

Present - Charles E. Thompson in the Chair  
John H. Wiggins  
George T. Clark:-  
Samuel J. Wells

Resolved: That George T. Clark be appointed an agent to run out and locate the line, for the Road from the Chicago St Paul and Fond du Lac Railroad to Crystal Lake forthwith.

322

Resolved: That George T. Clark be required to report to the Trustees as soon as may be, the names and place of residence of all the owners of land taken for said road, and the quantity required from each for same.

Resolved: That an assessment of six dollars per share be made, on the Capital stock of the Crystal Lake Ice company, payable to the Treasurer, on or before the 20<sup>th</sup> day of this month.

At a meeting of the Trustees of the Crystal Lake Ice company held at the office of the company, Friday eve March 28<sup>th</sup> 1856:-

Present Amos Page, in the Chair  
George T. Clark  
J. H. Wiggins  
Samuel J. Wells and  
Samuel W. Perry.

Resolved: That the resignation of George T. Clark as Secretary and Treasurer of this company, be and

same is hereby accepted. On Motion of H. Wiggins seconded by George I Clark it was resolved. That Samuel W Perry be and he is hereby appointed secretary and Treasurer of the company to fill the vacancy occasioned by the resignation of Mr Clark.

Resolved. That Samuel W Perry be and he is hereby appointed a trustee of this company to fill the vacancy occasioned by the resignation of Charles E Thompson.

Resolved. That George I Clark and Daniel I Wells be and they are hereby appointed a committee to make a contract with some person for grading the Railroad from the Chicago St Paul and Pon-du-Lac Railroad to Crystal Lake, or to make arrangements for the work being done by the company, Jas Page, Clark and Wells and Perry, Hayes, Wiggins.

Samuel W Perry Secretary.

At a meeting of the Trustees of the Crystal Lake Ice company, held at the office of the company, Friday evening April 4<sup>th</sup> 1866.

Benjamin Page President

George I Clark

Daniel I Wells and

Samuel W Perry.

Resolved: That W<sup>m</sup> B Benson, be and is hereby

Elected a Trustee of this company, in the place  
of J. H. Higgins, resigned.

Resolved: That an assessment of six dollars per  
share be made on the Capital stock of the  
Crystal Lake Ice company, payable to the Treas-  
urer on or before the 15<sup>th</sup> day of this month.

Samuel W. Perry Secretary  
Adjourned.

At a regular meeting of the Trustees of the Crystal  
Lake Ice company, held at the office of the company  
Monday evening May 5<sup>th</sup> 1856 -

324

Present Amos Page

George T. Clark and

Samuel W. Perry

Resolved: That an assessment of four dollars per  
share, be and is hereby made on the capital-  
stock of the Crystal Lake Ice company, payable to  
the Treasurer of the Co on or before the 15<sup>th</sup> inst.

Samuel W. Perry Secretary

Adjourned.

At a meeting of the Trustees of the Crystal Lake  
Ice company held at the office of the company  
November 27<sup>th</sup> 1856 -

Present Amos Page, President.

Harriet E. Mills, and

Samuel W. Perry.

Resolved: That the resignation of W. B. Benson  
as Trustee of this company be accepted.

Resolved: That John H. Wiggins be and is hereby elected a Trustee of this Company, to fill the vacancy occasioned by the resignation of Wm B. Benson. Mr. Wiggins then took his seat with the Trustees, on the motion of J. H. Wiggins and seconded by S. L. Wells it was

Resolved: That an assessment of fifteen dollars per share be and is hereby made on the capital stock of the Crystal Lake Ice Company, payable as follows —  
 \$7.<sup>50</sup> per share on the 8<sup>th</sup> day of December next —  
 \$4.<sup>50</sup> per share on the 15<sup>th</sup> day of December next —  
 to the Treasurer at this office.

325

Resolved: That Messrs Wiggins and Covert be employed as counsel for the company, and their opinion be taken in reference to the contract between the company and Messrs Webster-Baxter and others, and if expedient in their judgment, that they be instructed to notify said Webster, and others of the termination of said contract on account of their defaults and violations of it, and to commence a suit for said company, to recover the damages specified in the said contract, and to do all other things which they may deem necessary to protect the interests of the company under said contract.

Adjourned

Saml. W. Berry, Secretary.

At a meeting of the Trustees of the Crystal Lake Ice Company, held at the office of the company March 14<sup>th</sup> 1857.

Present - Amos Page President.  
John H. Higgins and  
Saml W. Perry.

Resolved: That the capital stock of this company  
be assessed five (\$5) dollars per share payable  
within ten days from this date.

Saml W. Perry recd.

At a meeting of the Trustees of the Crystal Lake  
Ice Co. held at its office March 30<sup>th</sup> 1857.

Present - Amos Page President  
John W. Higgins and  
S. W. Perry.

326

Resolved: That the resignation of Saml W.  
Perry as Secretary and Treasurer be accepted.

Resolved: That A. C. Coventry be and is hereby  
appointed Treasurer and Secretary of this com-  
pany in place of S. W. Perry resigned.

Resolved: That the secretary be instructed to give  
notice to Geo Y Clark of Boston Mass and Hon-  
Leaac G Wilson of Geneva that unless the assess-  
ments due on their stock is paid within 30 days,  
their stock will be declared forfeited.

At a meeting of the stock-holders of the Crystal  
Lake Ice Company, held at their office in the  
City of Chicago pursuant to a call on Monday  
the fifteenth day of June A D 1857 at 3 P.M. of  
that day.

Present Amos Page  
 Samuel F Johnson  
 George Tyler  
 William Backus  
 Daniel L Wells, by his Proxy A C Coentry.  
 George T. Clark " " " Amos Page.

Representing in all 314 shares of stock of the com-  
 pany.

327  
 The Meeting was called to order by Samuel F Johnson  
 Esq. and on motion of George Tyler Esq. seconded  
 by William Backus Esq. Amos Page was appointed  
 Chairman of the meeting and A C Coentry was  
 appointed secretary. The secretary at the request  
 of the stock-holders then proceeded to make a  
 statement of the affairs of the company to  
 the stockholders present from which it appeared  
 that the officers of the company consisting of five  
 Trustees namely Amos Page, John H. Higgins, Daniel  
 L. Wells, Saml. W. Bray and George T. Clark, not one of  
 whom was a resident of the state of Illinois; that the  
 company was embarrassed and was at the present  
 time indebted to sundry persons in the sum  
 of six thousand dollars; that a judgment had been  
 obtained against the company by Messrs Wilcox  
 Lyon & Co. which sum it was absolutely necessary  
 should be met, and the meeting having considered  
 on the statement, on motion of S. F. Johnson, seconded  
 by Wm Backus, the secretary was directed.

Go read to the meeting the Bye Law of the com-  
pany, which having been done. On motion of  
Mr J. F. Johnson presented by Mr W<sup>m</sup> Backus it was  
Resolved: That the article first of the Bye laws  
of this company be amended, so that it shall  
read thus.

The stock Property and concerns of this  
company shall be managed by three Trustees  
who shall be elected annually by the stock  
holders thereof after the first year at the time  
and place of holding the annual meeting of  
said company: and that article 8 of the  
Bye Laws be so amended as to read.

328

Article 8 All stock so forfeited as mentioned  
in the two preceding articles shall be held  
by the Trustees of the company to be by them  
sold and disposed of as in their judgment  
may be for the best interest of the company  
On motion of J. F. Johnson presented by W<sup>m</sup> Backus  
it was resolved that it is desirable that the  
Trustees of the company should reside in the  
State of Illinois. It was thereupon on like  
motion resolved that the Trustees of this com-  
pany excepting Mr Amos Page who has tendered  
his resignation to this meeting be removed from  
office. It was on like motion resolved: that  
Mr Page's resignation of the office of trustee of  
this company be accepted.

It was thereupon resolved that the meeting do now proceed to the election of three Trustees to hold their office till the first day of November next. on motion of J. F. Johnson seconded by George Tyler the secretary was appointed teller and on counting the votes it was found that Amos Page Saml. F. Johnson and Wm. Backus had received the votes of the stock-holders at the meeting and voting namely 514 shares of the stock of the company, and they were thereupon declared elected. On motion of George Tyler seconded by Wm. Backus Esq. it was provided: That the Trustees or a majority of them have full power and authority if in their discretion it is advisable to do to sell all the Lands Houses Furnes waggons harnesses tools see fixtures and all other property of this company, on such terms and conditions as may to them seem best for the interests of the company provided that such sale shall be for a sum not less than the sum of ten thousand dollars.

329

Resolved that if in the discretion of the Trustees it be advisable to make such sale as is contemplated in the last preceding resolution, that then and in that case the said Trustees by their President and secretary shall make execute and deliver to the purchaser or purchasers at such sale full.

deed or deeds and Bills of Sale as they shall be advised necessary to vest in such purchaser or purchasers a good and sufficient title to said property so sold. And the question being then taken as to the passage of the last two preceding resolutions as offered as aforesaid and the vote being cast 314 - shares of stock represented by the stock-holders. ~~It~~ Voted in favor of said last two preceding resolutions.

On motion the meeting then adjourned.

330 At a meeting of the Trustees of the Crystal Lake Ice Company held at their office in the City of Chicago on Monday the fifteenth day of June A.D. 1857

Present Amos Page and  
Samuel F. Johnson

On motion Mr Page was elected President and A. C. Coventry was appointed Secretary and Treasurer of the company. On motion of Mr Samuel F. Johnson it was.

Resolved that an assessment of ten dollars per share be levied upon the stock of this company payable within ten days.

Resolved that the Secretary be directed to inform all the stock-holders of this company of the resolutions passed at the meeting of the stock holders held this day, empowering.

and directing the Trustees to sell the stock property effects and real estate of this company and that it is the desire of the Trustees that the company should continue to do business. But that it is impossible for the company so to do, unless the stock holders respond to this call this day made on them, and for this purpose and to receive the wishes of the stockholders

Be it further Resolved: that the secretary inform the stockholders that if two thirds of the holders of the stock of this company do not desire to respond to this call and meet this entailment within the ten days, that then the Trustees will proceed to sell the property of the company in pursuance of the power vested in them by the resolutions passed at the meeting of the stockholders held this day.

Be it further resolved: that the secretary be empowered to hold all entailments paid to him on account of said last ~~entailment~~ assessment so long as above, until the holder representing two thirds of the stock of this company shall have been heard from or until the expiration of said time of ten days and in the case of the failure of the holder of two thirds of the stocks of this company to respond to.

331

Said assessment - that then and in that case the amounts so received by the secretary shall be returned to those stock holders from whom the same was received.

The complainant also read in Evidence the Reports of the Master in Chancery filed in this Cause Dec. 17. 1857 and March 27. 1862.

332

Also heard of judgment of Superior Court of Chicago in favor of Milcat Lyon & Co against Capital Lake Ice Co rendered and the execution issued thereon, with endorsement on the same.

State of Illinois  
County of Cook

Sheweth that the Honorable  
John M. Wilson Judge of the Cook County Court  
of Common Pleas, Justice and for the County of Cook  
in the State of Illinois, had in Vacation after the  
April Vacation Vacation Term of Said Cook County  
Court of Common Pleas in the Year of Our Lord, One  
Thousand Eight Hundred and Fifty Seven, and of  
the Independence of the United States the Eighth  
Month

Present the Hon John M Wilson Judge  
Attest  
Walter Kimball Clerk

333

Be it remembered that hereunto to wit on the  
Eighth day of April in the Year of our Lord  
One Thousand Eight Hundred and Fifty Seven  
there was filed in the office of the Clerk of the Cook  
County Court of Common Pleas a Certain Pledge  
in words and figures following to wit

Augustus A. Wilson  
James C. Lynn  
Horatio A. Heald  
vs  
Comptab Sake Ice  
Company

An Cook County Court  
of  
Common Pleas  
Dated \$1000

Case of Pleas upon Summons to doft in plea  
of trespass on Case on promises to must stand  
Shumway, Waite & Stone  
April 11<sup>th</sup> 1857 Atty Pff

And on the same day and year aforesaid three  
issued out of the Office of the Clerk aforesaid the  
People's writ of Summons which said writ with the  
Sheriff returns thereto enclosed are in words and  
figures following to wit

State of Illinois

County of Cook

334

The People of the State of Illinois  
To the Sheriff of said County: Greeting ~

We Command You that  
You Summon Crystal Lake Ice Company if it  
shall be found in your County, personally to be and  
appear before the Cook County Court of Common  
Pleas of said County, on the first day of the next  
term thereof, to be holden at the Court House, in the  
City of Chicago, in said County, on the first Monday  
of June next, to answer unto Leffler N. Wilson  
James O. Lyon & Horatio N. Heald in a plea of  
Trespass on the Case on promises to the damage of the  
said plaintiff as they lay in the sum of One thousand  
Dollars, And have You there and there

this writ. with an endorsement thereon, in what  
manner you shall have executed the same

Witness Walter Kimball, Clerk of our said  
Court and the Seal thereof, at the City of  
Chicago in said County this 11<sup>th</sup> day of April  
A D 1857

Walter Kimball Clerk

Served this writ on A C Coronty Secretary of the within  
named Crystal Lake Ice Company, by delivering a  
Copy hereof to him the 11<sup>th</sup> day of April 1857. The  
President of the within named Ice Company, not  
found in any County

John L. Wilson Sheriff  
By John H. Dent Deputy

335

And on the same day and year aforesaid, there  
was filed in the office of the Clerk aforesaid, by  
Munsey White & Son, Attorneys for said Plaintiff  
a Certain <sup>Rule of Practice</sup> Declaration in words and figures  
following to wit

August A Wilson et al  
vs  
Crystal Lake Ice  
Company  
Respondent

Cook County Court of  
Common Pleas  
Saturday April 11  
1857

On motion of Shumway Wait & Torne Plaintiff  
Attorney and on filing this declaration in this  
Case it is ordered that said Defendant plead  
to said Declaration within fifteen days after  
service of a Copy of said Declaration on said  
Defendant and a Copy of this Rule or in Case  
of default thereof that default be entered for  
want of a plea and judgment against said De-  
fendant

To Crystal Lake Ice Company, Take  
Notice that a declaration of which that hereto  
attached is a Copy, was this day filed in the Clerk  
office of the Cook County Court of Common Pleas  
and a Rule was entered in the rule book of said office  
of which above is a Copy

336

Shumway Wait & Torne  
Attys Plffs  
Chicago April 11 1857

Cook County Court of Common  
Pleas of the State of Ill AD 1857

State of Illinois }  
Cook County }p

Augustus A Wilcox, Noratis  
N. Heald and James Lynn <sup>parties</sup> <sup>individuals</sup> of  
Wilcox Lynn & Co. Plaintiffs in this Suit, by  
Shumway Wait & Torne their Attorneys, Complain  
of the Crystal Lake Ice Company, a Company  
incorporated by and under the laws of the State of

Illinois, Defendants who are summoned & in a  
 plea of trespass on the Case on promises; For that  
 whereas the Said Defendant heretofore to wit; on  
 the twenty fifth day of March in the Year of our  
 Lord one thousand eight hundred and fifty seven  
 at office of Capital Lake Ice Co Chicago to wit;  
 at Chicago in said County of Cook, made their  
 Ontario Promissory Note in writing, bearing date the  
 day and Year aforesaid, and then and there delivered  
 the Same to Said plaintiffs in and by which said  
 Note. Said Defendants by the name, Style and  
 description of Capital Lake Ice Company, and  
 W Perry Mason promised to pay the Said Plaintiff  
 or order under Command of Wilson Lyon Leo the Sum  
 of Two Hundred and eight dollars and twenty  
 Cents with interest at ten per Cent per Annum  
 until paid - on demand for value received

337

By means whereof, and by force of the Statute  
 in such Case made and provided, the Said Defend-  
 ants became liable to pay to Said Plaintiff said  
 Sum of Money mentioned in said Note, and being so  
 liable, in Consideration thereof, then and there under-  
 took and promised to pay the Same to the Said  
 Plaintiff according to the tenor and effect, true  
 intent and meaning of the said Note, to wit, at  
 the place aforesaid.

And the Said Plaintiff aver that the Said Cause  
 of Action accrued in the County of Cook, and State of

of Illinois, and that the Said Plaintiffs did, at the  
Commencement of this Suit, and still do reside in said  
County and State

338

And whereas, also, the Said Defendant  
afterwards, to wit, on the Ninth day of April in the  
Year of our Lord one thousand eight hundred and  
fifty seven. to wit, at Chicago, in said County because  
and were indebted unto the Plaintiffs in a large sum  
of money, to wit one thousand dollars, for money  
before that time lent and advanced to Said Defend-  
ants by said Plaintiff at said Defendant request, and  
also in the like sum, for money before that time paid,  
lent out, and expended for said Defendants by said  
Plaintiff at the like Special request of said Defendants,  
and in the like sum for money before that time had  
and received by said Defendants to and for the use  
of said Plaintiffs; and also in the like sum, for goods  
wares and Merchandize, before that time sold and  
delivered by said Plaintiff to said Defendants at  
the like Special instance and request; and also in  
the like sum for the labor, Care and diligence of said  
Plaintiff before that time done and performed by said  
Plaintiff for said Defendants. and at the like instance  
and request of said Defendants; and also in the like  
sum, three and three fourths to be due and owing to  
said Plaintiff on an account stated between them;  
and being so indebted said Defendants in Consideration  
thereof, then and there voluntarily and promised to pay

Said Plaintiff Said Several Sums of Money above  
 mentioned when thereunto afterwards requested,  
 Yet the Said Defendant (not regarding  
 their said promises and undertakings, but Contriving  
 &c. although often requested so to do, have not paid  
 Said Plaintiff either of said Sums of Money above  
 mentioned, or any part thereof, but so to do have  
 hitherto wholly neglected and refused, and still do  
 neglect and refuse to the damage of Said Plaintiff  
 of One Thousand Dollars, and therefore hereby this  
 Suit &c

Thurman W. Perry  
 Plaintiff Attorney

339

Copy of Instrument and Account Said on  
 Office Captal Lake Ice Co  
 \$408<sup>20</sup> /<sub>100</sub> March 25 1887

On demand for value received the Captal  
 Lake Ice Company promise to pay Wilcox Lyon  
 & Co or order Ten Thousand and Eight<sup>20</sup>/<sub>100</sub> dollars  
 with 10 per Cent. interest until paid

Paul W Perry Treasurer  
 Captal Lake Ice Company  
 To Wilcox Lyon & Co Dr

- To Money lent and advanced \$1000
- To Money paid, laid out and expended \$1000
- To Money had and received to and for the use of said Plaintiff \$1000
- To Goods, Wares & Merchandise sold and delivered \$1000
- To labor and Services \$1000
- To balance due on account stated \$1000

State of Illinois }  
Cook County } p

Smith W Westcott of lawful  
age & being duly sworn says that on the Eleventh  
day of April A D 1857 he found a Copy of the  
written Declaration rule & notice in A. C. Corcoran  
Secretary of the Crystal Lake Ice Company  
from (at) subscribed before } J W Westcott  
me the eleventh day of }  
April A D 1857 }  
Edmond P Torrey  
Notary Public

340 And on the same day and year aforesaid the  
following rule was entered in said Cause and  
the records of said Court to wit

Saturday April 11 1857  
August A Wilcox et al }  
vs } Assumpsit  
Crystal Lake Ice Company }  
On Motion of Shumway  
White & Torrey Plaintiff Attorneys & on filing this Decla-  
ration in this Cause it is ordered that said Defendant  
plead to said Declaration within fifteen days after  
service of a Copy of said Declaration on said defen-  
dants and a Copy of this rule or in Case of default  
thereof that default be entered for want of a plea and

judgment against said defendant

And afterwards to wit on the fourth day of May in the year aforesaid Supton N Wilcox one of the Complainants in the Cause filed herein a certain affidavit in words and figures following to wit

Supton N Wilcox et al  
as  
Capital Lake Ice Company  
State of Illinois

County of Cook SS  
Supton N Wilcox being

341  
duly sworn says that he is one of the above named plaintiff that the debt from the said Company to the Plaintiff is now wholly due and is bonafide due and that there are no just discounts or set off to the same and further deponent says that

Supton N Wilcox

Subscribed and sworn to the  
fourth day of May 1857 before  
me  
E. P. Stone Notary Public

And on the same day and year last aforesaid said day being one of the days of the Vacations Term after the April Vacations Term of the said Cook County Court of Common Pleas the following among other proceedings was had in said Court and intended of record to wit

Suptos & Wilens, James. O  
Lyon and Horatio McEald

<sup>vs</sup>  
Crystal Lake Ice Company

Assumpsit

342

And now on this  
Fourth day of May, Came the said Plaintiff by  
his Attorney Humway, White & Francis, and at  
appearing to the Court that due personal service  
of process of summons issued in this Cause, has been  
had on A. C. Corvating Secretary of said Crystal  
Lake Ice Company, and that a Copy of said plain-  
tiffs declarative herein together with a Copy of a  
rule to plead entered in this Cause, and notice thereto  
attached has also been served on the said A. C.  
Corvating Secretary as aforesaid fifteen days prior  
to this day, and said plaintiffs having filed an  
affidavit herein that the debt from the said defend-  
ant to the said plaintiffs is bona fide due and  
that there is no just discount or set off to the same  
and the said defendant having failed to plead to  
said plaintiffs declarative as required by said rule  
and being now three times called Court not nor  
does any person for them but made default which is  
an Order of said plaintiff ordered to be taken and  
is hereby entered. Wherefore the said plaintiffs  
ought to have and recover of the said defendant three  
damages herein sustained by occasion of the premises  
And the Court now awards said plaintiffs damages

6

to the sum of Ten Hundred and Twenty dollars and  
Twenty five Cents

Therefore it is Considered that the  
Said Plaintiff do have and recover of the Said defend-  
-ants this Damages of Ten Hundred and twenty dollars  
and twenty five Cents in full as found by the Court  
here assessed, and also this Costs and Charges by  
them in this behalf expended and have execution  
therefor

And afterwards the Plaintiff Costs were  
assessed by the Clerk of the Court aforesaid  
to the amount of Seven dollars and fifty five Cents

343

And afterwards on the Year and Day aforesaid  
Sungismond out of the office of the Clerk aforesaid  
the Peoples Vint of Five Acres which said Vint  
with the Sheriff returns thereon endorsed on in  
words and figures following to wit

State of Illinois

County of Cook } ss

The People of the State of Illinois  
to the Sheriff of said County - Greeting:

We Command You, that of the Lands and  
Furniture, Goods and Chattels of Crystal Lake  
Ice Company, defendant in Your County, You  
Cause to be made the sum of Ten Hundred &

Two Dollars and twenty five Cents which  
 Supt. A Wilson James Edgson & Horatio A. Deane  
 Plaintiffs lately in the Cook County Court of  
 Common Pleas of said County at Chicago in said  
 County on the 4<sup>th</sup> day of May instant recovered  
 against the said Defendant and by which the said  
 Court was adjudged to the said Plaintiffs for  
 their Damages. And also the further Sum of  
 Seven Dollars and twenty five Cents which was  
 adjudged to the said Plaintiffs for their Costs and  
 Charges in that behalf expended. Whereof the said  
 Defendant was Committed as appears to us of Record  
 And now You two being ready to render to the  
 said Plaintiffs for their Damages and Costs afore-  
 said and make return of said Court with an endorse-  
 ment therein in what manner You shall have executed  
 the same in Writy Copy from the date hereof

344

Witness Walter Kimball Clerk of said  
 Court and the Seal thereof at  
 Chicago in said County this 4<sup>th</sup> day of  
 May A.D. 1857  
 Walter Kimball  
 Clerk

The Sheriff will return this Executio the same being  
 now satisfied in full this 25<sup>th</sup> January 1858  
 Wilson Symonds

Returned Satisfied in full by order of Plaintiff hereunder  
 this 28<sup>th</sup> January 1858 John L. Wilson Sheriff  
 by George Anderson Deputy

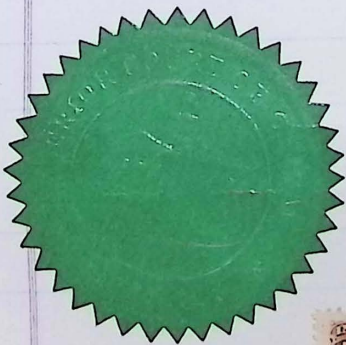
Rec'd at 9<sup>40</sup> Am 5<sup>th</sup> May 1857  
 Filed Jan 28 1858  
 W. Kimball Clerk

State of Illinois }  
County of Cook } ss

I Thomas D Centu clerk  
of the Superior Court of Chicago; formerly the  
Cook County Court of Common Pleas & Sessions  
and for the County and State aforesaid, do hereby  
Certify that the foregoing is a full true and Comple-  
te Transcript of the Papers on file in my office;  
including the Summons, Rule Notice Declaratory,  
order and Judgment entered of record in said  
Court together with the Writ of fieri Facias issued  
therein; in a Certain Case in the Said Cook County  
Court of Common Pleas wherein Leptus A Wilder  
James O Lyon & Horatio A Heald are Plaintiffs  
and the Crystal Lake Ice Company was defend-  
ant

In testimony whereof I have here-  
unto set my hand and affixed  
the Seal of the Said Superior Court  
of Chicago in the County and State  
aforesaid this Fifteenth day of  
April A.D. 1863

Thomas D Centu  
Clerk



the stipulation of W. H. Burgess & W. Beckwith  
in regard to the absence of Page and Johnson from  
Chicago on the 1<sup>st</sup> of July 1857.

Also deposition of R. H. Hayden to wit

Interrogatory 1<sup>st</sup>

What is your name age occupation and place of residence and are you acquainted with the parties to this suit if you how long have you known them

Answer to 1<sup>st</sup> Interrogatory.

Richard H. Hayden. I am only five years of age, am at present captain of Company D 12<sup>th</sup> Regiment of Illinois Volunteers Cavalry and stationed near Williamsport Maryland I am acquainted with the parties to this suit; have known them for five or six years

Interrogatory 2<sup>d</sup>

What was your business during the spring and early summer of 1857

349 Answer to Int-2<sup>d</sup>

Was Book Keeper of and acted as Cashier of the Capital Lake Ice Company, during spring and up to July 1<sup>st</sup> 1857

Interrogatory 3<sup>d</sup>

If you say you were in the employ of the Capital Lake Ice Company, state your connection with said Company + who were the officers of said Company during your connection with said Company

Answer to Int-3<sup>d</sup>

My connection was as above. Amos Page was President H. L. Cowenby Treasurer and Secretary + Parball General Superintendent and Manager

Interrogatory 4<sup>th</sup>

State what duties you performed as Book Keeper and

Cashier of said Company and how long such duties continued, and what you did as such bookkeeper and Cashier

Answer to Int-4<sup>th</sup>

I had charge of all the accounts of said Company & attended to collection of the accounts due the Company and paid bills -

Interrogatory 5<sup>th</sup>

350

State where were the places of business of the said Crystal Lake Ice Company in the Spring and Summer of AD 1857 the nature of their business, where conducted, where did said Ice Company obtain their ice, how far had they to transport the same for the market, how did they get the same to the City of Chicago and how deliver it to their customers or or about the first day of June AD 1857

Answer to Int-5<sup>th</sup>

The principal office of said Company during the Spring and Summer of AD 1857 was on Dearborn Street - in Chicago, their business was peddling ice in Chicago they brought their ice from Crystal Lake in McHenry County and their ice houses are located there I should think the distance was forty miles it was brought over the St Paul & Northern Pacific Rail Way. The ice was loaded at Chicago from cars into wagons in which it was cut up and taken round to the Customers

Interrogatory 6<sup>th</sup>

2  
state in what condition the ice transported from  
Crystal Lake to Chicago came to the City of Chicago  
what proportion of the same was lost by melting.

Answer to Int 6<sup>th</sup>

That depended a good deal upon the weather  
In warm weather from one third to one half would  
melt in transportation, I should think they generally  
lost at least one third -

Interrogatory 7<sup>th</sup>

357  
Were you or were you not acquainted with the  
appointment of a Receiver over the said Crystal  
Lake Ice Company, if you who was such  
Receiver, what was the financial condition of  
the Crystal Lake Ice Company at and previous to  
the time of the appointment of such Receiver  
state fully and at large all that you know in  
the premises

Ans to 7<sup>th</sup> Int

I was informed by Mr. Cowley that he had been  
appointed such Receiver on the first or second  
day of July 1857 - The Company had been em-  
barrassed during all the time I had been  
connected with it, the creditors were daily  
pressing their claims for payment and the Company  
had no available means to meet the indebtedness  
While I was with them the receipts were never  
sufficient to pay current expenses, during the  
month of June there was an execution against

353  
The Company in favor of Wilest and Lyon in the hands of the Sheriff of Cook County - he threatened to levy it. At that time the Company had no funds to pay the judgment the Company had not at that time even paid its workmen and the teamsters refused to allow the teams to be used in transporting the ice about the City, on or about the 15<sup>th</sup> of June the stockholders had a meeting and passed a resolution directing the Trustees to levy an assessment on the stockholders to pay the debts of the Company and in that resolution directed the Trustees to sell the property to pay the debts of the concern in case the assessment was not paid. I was present at the meeting and copied the resolutions in the Company books, by the direction of the Secretary I mailed a letter to each stockholder containing a copy of said resolutions & also a notification of the Trustees that they would sell out the property if the assessment was not paid in few days. This assessment was ten per cent on the stock

Interrogatory 5<sup>th</sup>  
Do you know of any other matter or thing of benefit or advantage to the Complainant in this Cause if you state the same fully and at large and to the same extent as if you were here specially interrogated thereto.

Ans to 8<sup>th</sup> Int. That is all that I remember

3  
Cross Interrogatories and answers thereto by the witness  
on the part of the defendant -

Cross Interrogatory 1<sup>st</sup> -

What office did Alexander L. Coombes hold in  
the employment of the Crystal Lake Ice Company  
Answer to Cross Int 1<sup>st</sup> -

Treasurer and Secretary of said Company  
Cross Int - 2<sup>d</sup>

Was not paid Company indebted to him or if so how  
much as near as you can state - when did such  
indebtedness exist

Answer to Cross Int - 2<sup>d</sup>

On the second day of July the Company was indebted  
to him in the sum of twenty six hundred and  
seventy three dollars fifty nine cents ( $\$2670^{\frac{59}{100}}$ ) It  
353 arose from advances made by Coombes.

There was besides this \$1000 charge for services  
Cross Int - 3<sup>d</sup>

When and from whom did you first learn of the  
appointment of a Receiver over said Company  
Answer to Cross Int - 3<sup>d</sup>

As I have already said, from Mr Coombes, on or  
about July 1<sup>st</sup> A.D. 1857

Cross Int - 4<sup>th</sup>

Who drew the Bill and made the application  
for said Receiver

Ans. to Cross Int - 4<sup>th</sup>

I do not know anything about it

Cross Int-5<sup>th</sup>

Why did he do it, state any reasons that he may have assigned you before the receiver was appointed.

Answer to Cross Int-5<sup>th</sup>

I cannot state, all I know is that Mr. Cowdry told me about July 1<sup>st</sup> that he had received the appointment. He never gave me any reasons.

Cross Int-6<sup>th</sup>

Did you hear any conversation between Alexander L. Cowdry and William Joy before a receiver was appointed having any reference to said Company or its property, if so state the same fully, as near as you can now recollect the same and each and all of each

357

Conversations

Answer to Cross Int-6<sup>th</sup>

I heard no such conversations

Cross Int-7<sup>th</sup>

Did not the paid Alexander L. Cowdry assign as a reason to you for getting a receiver appointed over said Company, that the Company was largely indebted to him & he wanted to get his pay or made to that effect.

Answer to Cross Int-7<sup>th</sup>

He did not.

Cross Int-8<sup>th</sup>

At the time you received notice of the said receiver appointment who had the active control and management of the property and business of said Company in Chicago in the office in Chicago about

there and who had had it for a month prior to that time

Answer to Cross Int-5th

The Control of paid business was in the hands of one Tarbell who acted as general superintendent and manager. I had charge of the office & of the books and accounts. Ewenby was secretary and Treasurer. This had been the arrangement of the Company's business for some months  
Cross Int-9th

Who was managing at that time the business affairs of the Company at Crystal Lake

Answer to Cross Int-7th

355

Mr. Tarbell  
Cross Int-10th

Did you hear any conversation or conversations between Alexander L. Ewenby and any other person or persons or write yourself touching the appointment of a receiver over paid Company before the said receiver was appointed; if so state each and of said conversations fully and at length and with whom held

Answer to Cross Int-10th

I do not recollect any such conversation or conversations

Richard N. Hayden

The defendants read in Evidence the stipulation

a. to Draft of Bill re . to-wit:

" In the Book Circuit Court  
Francis M Buckingham } In Chancery  
adms of William Backus }  
vs  
Crystal Lake Ice Company Etc }

356 It is stipulated as part of the Evidence in this Cause, that Alexander G Overbury drafted the original Bill in this Cause and that William Backus Complainant went after it was drawn to the office of Williams + Woodbridge and procured Williams of the firm of Williams + Woodbridge to sign the same as solicitor and that said Overbury has paid Williams before and after said Bill was drawn and requested him to sign the same as solicitor for said Backus and that the Williams + Woodbridge have never been paid anything for their services in the Case, and that the following documents part of the files in the original Cause are in the proper hand writing of said Overbury -

The Precept filed July 1. 1857

The Bond filed July 1 1857 with the Exception of the signatures to it.

The writ of Injunction issued July 1. 1857 Except the signature of the Clerk + is indorsed with the names of Williams + Woodbridge in the hand writing of Overbury -

The affidavit of A. L. Coventry filed July 1. 1857  
The body of the affidavit of Richard W. Hayden  
filed July 1. 1857. Endorsement on the back in  
that of E. S. W.

The body of the Bond of Receiver filed July 3. 1857

The report of sale made by Receiver filed  
July 7. 1857

The body of the affidavit of E. Tarbell filed  
July 7. 1857

The body of the affidavit of A. Mahony filed  
July 7. 1857.

The draft of the order entered by the Court on the  
1<sup>st</sup> day of July 1857

357

The draft of the order entered by the Court on  
the 8<sup>th</sup> day of July 1857

The draft of the order of the Court entered  
the third day of April 1858

C. Beckwith

sale for Coventry & Buckingham

W. T. Buzen

for dfts

The Record of Superior Court of Chicago in  
Crystal Lake Ice Company

453

Alexander L. Coventry Et al. as follows

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

Pleas, before the Honorable, the Judges of the Superior Court of Chicago, within and for the County of Cook and State of Illinois, at a regular Term of said Superior Court of Chicago, begun and holden at the Court House, in the City of Chicago, in said County and State, on the first Monday, being the fourth day of November in the year of our Lord One Thousand Eight Hundred and ~~Eighty~~ Fifty Nine and of the Independence of the United States of America the Eighty fourth

Present, The Honorable John M. Wilson Chief Justice of the Superior Court of Chicago.

Wm H Higgins and Samuel Gordon Judges.

Calvin Warm Prosecuting Attorney.

John Gray Sheriff of Cook County.

Attest, Walter Kimball Clerk.

359

Be it remembered, that herefor to wit on the fourth day of July in the year of our Lord, One Thousand Eight Hundred and Fifty Eight there was filed in the office of the Clerk of the Cook County Court of Common Pleas a Return in words and figures following to wit

In the Cook County Court of Common Pleas  
The Capital Lake Ice Company

vs  
William Jay, Alexander Coventry, Frederick Stanley, & Nathaniel Ernestus } Trespass  
William & William Backus

The Clerk of said Court will issue summons in the cause aforesaid

of trespass on the Case returnable to the next term  
of said Court. Damages One Hundred Thousand  
Dollars  
July 12<sup>th</sup> 1858  
W. T. Burgess  
Offs Atty

And on the same day and Year aforesaid there issued  
out of the Office of the Clerk aforesaid the Perpetual  
Writ of Summons, which said Writ with the Sheriff  
return thereunto read as in words and following to  
wit

State of Illinois } ss  
County of Cook }

360

The People of the State of  
Illinois. To the Sheriff of said County: Greeting—  
We Command You that You Summon William  
Joy, Alexander Leventy, Stanley H. Hutton  
& Erasmus S. Williams & William Backus if they  
shall be found in your County, personally to be and  
appear before the Court County Court of Common  
Pleas of said County, on the first day of the next  
term thereof, to be holden at the Court House in  
the City of Chicago, in said County, on the second  
Monday of September next, to answer unto  
The Crystal Lake Ice Company in a plea of  
Trespass, by the damage of said plaintiffs as they  
lay in the sum of One Hundred Thousand (100,000)  
Dollars—

And have you then and then this writ. with an en-  
dorsement thereon, in what manner you shall have  
executed the same

Witness Walter Kimball, Clerk of our Said Court  
and the Seal thereof at the City of Chicago,  
(Seal) in Said County, this 14<sup>th</sup> day of July  
A D 1858

Walter Kimball Clerk

Served by reading to the within named Persons viz. Stanton  
M. Whitford, and A C Coronty this 17<sup>th</sup> day of July  
A D 1858, the above defendants not found in my County  
this 17<sup>th</sup> day of July 1858 John L. Wilson Sheriff  
By Mr. J. Holt Deputy

56

And afterwards do wit on the third day of September  
in the year aforesaid, the Complainant in this Cause  
by Wm. F. Burgess filed in the office of the Clerk  
aforesaid its Certain Declaration in words and  
figures following to wit.

In the Cook County Court of  
Common Pleas of September Term A D 1858  
State of Illinois  
County of Cook }  
The Choptaw Lake Ice Company  
a Corporation created and existing under the laws  
of the State, by its attorney, William F. Burgess Comes

& Complaint of Hiram J. J. Augaudu C. Corcoran  
Stanley & Rutland, Erastus S. Williams & William  
Packers, of a plea of trespass

362

For that the Said Defendants, heretofore to  
wit, on the first day of January A D 1858 and on  
days & those days, between that day and the Com-  
mencement of this Suit with force and arms &c  
broke and entered a Certain Close of the Said  
Plaintiff situate & lying in the County of Cork  
aforesaid and then and there made a great noise  
and disturbance therein and stayed and con-  
tinued therein making such noise and distur-  
bance for a long space of time to wit from thence  
to wit, and then and there forced and broke  
open, broke to pieces and damaged divers to wit  
two doors of the Said Plaintiff of & belonging to the  
houses & lands situate in said Close and broke  
to pieces damaged and spoiled divers to wit twenty  
locks, twenty staples, & twenty hinges of and belonging  
to the Said doors respectively and with the same  
were then fastened and of great value to wit of  
the value of five hundred dollars, and also  
during the time aforesaid to wit, on the said first  
day of January 1858 with force and arms &c  
seized and took divers goods and Chatter to  
wit, two hundred hives, one hundred Wagons  
one hundred sets of harness - five hundred tons of hay  
two thousand bushels of oats two thousand bushels,

of Corn two barns two sheds two fifty thousand  
 feet of lumber. One hundred thousand tons of Ice  
 fifty axes fifty Saws. fifty Shovels of the Said  
 Plaintiff this being found and being in the Said  
 Choe & being of great value to wit of the value  
 One hundred thousand dollars and carried  
 away the same & converted & disposed of the  
 same to their own use. By means of which  
 Said several premises the Said Plaintiff & his ser-  
 vants were during all the time aforesaid not  
 only greatly disturbed and annoyed in the  
 peaceable possession of the Said Choe of the Said  
 Plaintiff, but also the Said Plaintiff was during  
 all that time hindered and prevented from Car-  
 -rying on and transacting therein its lawful and  
 necessary affairs and business to wit at Chi-  
 -cago aforesaid

363

And for that whereas also the Said  
 Defendants on the first day of July 1857 with  
 force and arms & to wit at Chicago aforesaid  
 seized took and drove and carried away certain  
 goods Chattels property & effects to wit two hund-  
 red hives. one hundred wagons, one hundred sets  
 of harness. five hundred tons of hay, two thousand  
 bushels of Oats, two thousand bushels of Corn two  
 barns. two sheds. fifty thousand feet of lumber  
 One hundred thousand tons of Ice. fifty axes  
 fifty Saws. fifty Shovels of the Said Plaintiff

of great Value to wit of the Value of One hundred  
thousand dollars, thro' thro' found and being  
and Committed and disposed of the same to  
tho' own use. And other wrongs to the said  
Plaintiff thro' and thro' did to its damage  
one hundred thousand dollars, & therefore this  
do  
W. J. Burgess  
for Pff

365

And afterwards to wit on the Fifteenth day  
of September in the Year aforesaid said day  
being one of the days of the September Term of the  
Cork County Court of Common Pleas. the following  
Among other proceedings was had in said Court and  
entered of record to wit

The Crystal Lake Ice Company  
vs  
James J. Gray, Alexander K. Secretary  
Standing & Statutory Erastus S  
William and William Packus

This day Comes  
said Plaintiff by W. J. Burgess its attorney  
and on his motion it is ordered that the rule  
to plead in this Cause be extended to Monday  
next.

And afterwards to wit on the Twenty Eighth day of September in the Year aforesaid *Wiram Jory* one of the defendants in this Cause filed herein his *Answer* Plea in words and figure following to wit

State of Illinois }  
County of Cook } ss

In the Cook County Court of  
Common Pleas of the September  
Term A D 1858

*Wiram Jory* Alexander C Corvath  
Sturley & Nathaniel Erastus S  
William & William Backus

366

vs  
The Crystal Lake Ice Company

And the said

Defendant *Wiram Jory* by *Stewart & Ayer* his  
Attorneys Comes and defends the force and crying  
whore and says that he is not guilty of the  
said supposed trespasses above laid to his charge  
or any or either of them or any part thereof in name  
and form as the said plaintiff hath above thereof  
complained against him and of this he the said  
defendant puts himself upon the Country &c

And for a further plea in the behalf the  
said defendant *Wiram Jory* by leave of the Court  
him for this purpose first had and obtained accord-  
ing to the form of the Statute in such Case made

and provided. says, that the said Plaintiff ought  
not further to have or maintain its aforesaid action  
thereof against him the said defendant *Winn  
Joy* because he says, that there is no such Corpora-  
tion called the Crystal Lake Ice Company  
as by the said declaration is above expressed and  
that he the said defendant *Winn Joy* is ready to  
verify, wherefore he prays judgment of the said  
Plaintiff ought further to have or maintain its  
aforesaid action thereof against him &c

Stewart & Ayer

Attorney for Defendant

367

And afterwards to wit on the Twenty  
ninth day of September in the Year aforesaid  
*Alexander C Covert, Stanley H. Rutland & Ernest  
S. Williams* by *John M. Romano* filed three Ontario  
Plas in words and figures following to wit

Cook County Court of Common Pleas  
*Winn Joy et al*  
vs  
*Crystal Lake Ice Company*

And the said defend-  
ant *Alexander C Covert, Stanley H. Rutland  
& Ernest S. Williams* by *John M. Romano* their  
attorney come and defend the force and injury where-  
of and say that they are not, nor is any or either of

5

thou guilty of the Said supposed trespasses above  
said & this Charge or any or either of them, or any part  
thereof in manner and form as the said Plaintiff  
hath above charged Complaind against thee, and  
of this they put themselves upon the Country &c  
C Beckwith John W. Rometree  
of Council Deft. attys

368

And for a further plea in this behalf the said  
defendant Alexander C Corntrey by leave of the  
Court first had and obtained said Actio non  
because he says that hereafter to wit, on the first  
day of July 1857 one of the defendants in this case  
to wit said William Packus filed his Bill in  
Chancery in the Circuit Court of Cook County, against  
William Fisher, George F Clark, E. J. Caylor  
Anna Page, Jacob P Eastman, Arthur A  
Hobart Benjamin W Hobart Jr, Samuel T  
Johnson, Joel H Johnson, Clark Lipo, Charles  
E Thompson, John S Wheat, John A Higgins  
Daniel L Will, William B Benson, Lewis J Bradford  
Abel W Fuller J. H. Edwards Isaac J. Wilson  
Jerre M. Stone, George Taylor, Caleb Rich, James  
H. Pearson, Alvin W. Judd and Erasmus Taylor  
themselves amongst other things setting forth that  
said parties together with said Complainant  
in said Bill to wit said William Packus were  
doing business under the name & style of the Crystal

369

Lake Ice Company, and that the said parties were all the members of said Company and claiming & alleging that said Crystal Lake Ice Company was never legally organized as a Corporation but that the same was a general Partnership; that the said Crystal Lake Ice Company was jointly insolvent that a majority of the members of said Company were non residents of the State of Illinois; that judgments were then standing against said Crystal Lake Ice Company in the Courts of this State, and that the property of said Company was liable to be sold to satisfy said judgments and that it was necessary for the protection of the interests of all parties concerned that said Crystal Lake Ice Company be dissolved & the assets of said Company be applied to the payment of its indebtedness and praying among other things that said Crystal Lake Ice Company be declared to be a general Partnership and that a Receiver be forthwith appointed by the decretal order of said Court who shall be empowered and directed by said Court to forthwith take & receive all & singular the property of said Crystal Lake Ice Company, both real & personal into his possession and that he be further directed & empowered to proceed to dispose of the same at such times & in such times as may be ordered for the interest of Creditors & Stockholders if they the said defendant in said Bill shall be

decree to be Stockholders or Partners if they shall be deemed to be Partners of said Company & further praying that an injunction issue against said defendants in said Bill restraining them & each of them from doing business under the name of the Crystal Lake Ice Company, or interfering with the property of said Company as by the Bill in Chancery now of Record in said Circuit Court of Cook County will more fully appear.

370

And the said defendant further saith that said Circuit Court of Cook County having full power Authority & jurisdiction in the premises and the said Court having duly considered the matters stated in the said Bill of Complaint and of the prayer thereof did on the first day of July A.D. 1857 order decree and appoint that Alexander C. Coonting the said defendant, be appointed Receiver of all the property & effects both real & personal of the Crystal Lake Ice Company, that said Receiver have full power to take & receive forthwith into his possession all the Real Estate and personal property, books of account, accounts notes Records and all other property & effects of the Crystal Lake Ice Company, and that said Receiver have full power and Authority when he has so received the said property both real & personal into his Custody to proceed to sell dispose of the same at either public or private Sale as to him.

372

May have Court advantages for the interests and  
for the protection of the rights of the Creditors and  
Shareholders of & in said Crystal Lake Ice Company,  
that said Sale be made by said Receiver on such  
terms & Conditions as may be from time to time  
Court advantages for the interest of all parties,  
Concerned and out of the proceeds of such Sale  
when so made, that he shall proceed to pay the  
debts of said Company according to the prayer of  
the Bill filed in this Case and that said Receiver  
have full power to proceed with & complete the  
buildings of said Company now in process of erection  
in the City of Chicago if he should deem it necessary  
so to do and that said Receiver file his Bond in  
said Court in the penal sum of Ten Thousand dollars  
faithfully to execute & perform his duties as such  
Receiver with Andrew J. Brown and James B. Vaughn  
as Sureties and that said Bond be made to  
William L. Church Clerk of said Court and the  
defendant further said that immediately after  
the entering of such decretal order as aforesaid  
he filed the Bond required by said decretal  
order & entered upon the duties as such Receiver  
as aforesaid, and did proceed to enter into &  
take possession of the property both real and per-  
sonal of the said Plaintiff and of the Account Books  
& Books of Account and to dispose of the same  
as by the said order appointing said Receiver he

was directed to do which in the said supposed  
trespass in the introductory part of this plea  
mentioned and whom the said plaintiff hath  
above thereof complained against him, and that  
the said defendant is ready to verify wherefore  
he prays judgment if the said plaintiff ought  
further to have or maintain his aforesaid actions  
thereof against him

John M. Remond  
C. Beckwith of Council      Deft. Atty

373

And afterwards to wit on the Fifth day of  
October in the Year aforesaid the Complainant  
himself by W. J. Piquet his Attorney filed in this  
Cause a certain Replication in words and  
figures following to wit

In the Cork County Court of Common Pleas  
Of September Term 1858  
The Crystal Lake Ice Company

Hiram Dyet et al } Trespass

And the said  
Plaintiff as to the first plea of the said Defend-  
ant County, Plutons and Williams and  
whom they have put themselves upon the Country  
do the like &c

And as to the said plea by the said County  
impleaded & secondly above pleaded the said  
Plaintiff saith that the same and the matter  
therein contained are not sufficient in Law to  
bar or preclude it from maintaining its afore-  
said action thereof against the said Defendant  
impleaded & the Plaintiff demurs thereto  
wherefore he prays judgment &c

And as to the said plea of the  
said Jry impleaded & by him firstly above  
pleaded & whereof he hath put himself upon  
the Country the said Plaintiff doth the like &c

374

And the said Plaintiff as to the  
said plea by said Defendant Jry impleaded  
& secondly above pleaded says preclusion  
because it says that before the said time  
when &c. to wit on the thirteenth day of December  
A D 1855 at Chicago in said County. Amos  
Page, Charles E. Thompson, John H. Wiggins  
George T. Clark and Daniel L. Wells a  
majority of whom were Citizens of the said State  
of Illinois did associate themselves together for  
the purpose of becoming incorporated under the  
act of the General Assembly of the State of  
Illinois entitled an act to authorize the for-  
mation of Corporations for Manufacturing, Agricul-  
-tural Mining or Mechanical purposes." Approved  
February 10 1849 and did then and there make

8  
Sign and execute a Certain Certificate in  
the words and figures following to wit

To all whom these presents may come or may  
Concern - Greeting,

375 This is to Certify that we whose  
Names are hereto subscribed have on this thir-  
teenth day of December in the Year of our Lord  
One thousand eight hundred and fifty five  
Associated ourselves together and formed a  
Company under the provisions of the act  
intituled an act to authorize the formation  
of Corporations for Manufacturing Agricultural  
Mining or Mechanical purposes "Approved Feby  
10th 1854 that the Corporate Name of said  
Company shall be the Crystal Lake Ice Compa-  
ny, that the object for which said Company  
is formed is the Cutting Working Manufacturing  
Storing and dealing in Ice that the business  
of said Company shall be carried on in the  
Town of Algonquin in the County of Mc Henry  
and in the City of Chicago, both in the State  
of Illinois that the said Company shall  
have Succession and a Corporate existence for  
the term of Twenty five Years from and after  
the date above mentioned, that the Capital  
Stock of said Company shall be Fifty thousand  
dollars divided into five hundred shares of one

hundred dollars each; that the number of trustees  
of said Company shall be five and that the  
following named persons a majority of whom  
are Citizens of this State and Stockholders in  
this Company shall be trustees for the first  
year viz. Amos Page, Charles E Thompson  
John H Wiggins, George F Clark & Daniel  
L Mills (Sd) Amos Page  
Charles E Thompson  
John H Wiggins  
George F Clark  
Daniel L Mills

376

As by the said Certificate reference being  
thereto had will more fully appear, and that  
afterwards to wit on the 15<sup>th</sup> day of December  
A D 1853 and before the said time when &c  
the said Amos Page Charles E Thompson Geo  
F Clark & Daniel L Mills at Chicago aforesaid  
in said County of Cook & State of Illinois did  
appear before S C Hall then being a Notary  
Public for the City of Chicago in the County of  
State aforesaid an officer then and then Compe-  
tent to take the acknowledgement of Deeds and  
then and then before him in said County of  
Cook to being such Notary Public as aforesaid  
did acknowledge the signing & making of said  
Certificate to be their free act and deed as by  
the Certificate of such acknowledgement by the

9

Hall as such Notary Public enclosed upon said Certificate of incorporation under his hand and Notarial Seal. Reference being thereunto had and more fully appear and which said Certificate of acknowledgment is in the words & figures following:

"State of Illinois }  
Cock County, SS }

377 I S. C. Hall a Notary Public for the City of Chicago in the County & State aforesaid Certify that Amos Page, Charles E. Thompson, John H. Higgins, George F. Clark & Daniel S. Wells who are personally known to me to be the same persons whose names are subscribed to the above written articles to form the incorporation. appeared before me this day and personally acknowledged that they had signed and delivered the said instrument of writing as their free act and for the uses & purposes therein expressed.

L. S. Given under my hand and Notarial Seal the Fifteenth day of Dec A. D. 1853  
S. C. Hall Notary Public"

And that afterwards & before the said time when I writ on the 20<sup>th</sup> day of February A. D. 1856 the said Certificate of incorporation so made signed and acknowledged as aforesaid with the

said Certificate of Acknowledgments thereof and same  
was filed in the office of the Clerk of the County  
Court of said Cook County where the same now  
remains of record to wit in the City of Chicago  
aforesaid - And the said Plaintiff in fact  
further says that the said Amos Page Charles  
E Thompson John H Wiggins Geo T Clark &  
Daniel S Wells do having signed made and  
acknowledged said Certificate for incorporation  
as aforesaid upon the filing of the said Certificate  
as aforesaid. And and there became and they  
and their successors since have been & now are  
a body Corporate & politic in fact and in name  
by the name of "The Crystal Lake Ice Company"  
aforesaid and during all the time aforesaid  
in the City of Chicago aforesaid in the County  
of Cook & State of Illinois have been and are  
acting under such incorporation and exercising  
Corporate rights and franchises thereunder.  
And have done and performed all things in  
the said act required to be done by them  
to authorize & entitle them so to be & act  
and this it is ready to verify & wherefore it  
prays judgment &c

W. T. Burgess  
for Pff

And afterwards to wit on the Eighteenth day of June in the Year of our Lord One thousand Eight hundred and Fifty nine the Defendant Heranno Jory by Stewart & Ayer his attorney filed herein his Certain Demurrer in Words and figures following to wit

State of Illinois }  
County of Cook } ss

In the Superior Court of Chicago  
June Term 1859

Heranno Jory et al

The Crystal Lake Ice Company

379

And the Said defendant Heranno Jory saith that the replication of the Said Plaintiff to the Said Second Plea of the Said Defendant, and the matters therein contained, in manner and form as the same are above pleaded and set forth, are not sufficient in law for the Said Plaintiff to have or maintain its aforesaid action thereof against the Said defendant, and that in the Said defendant is not bound by law to answer the same and that the Said defendant is ready to confess, whosoever by reason of the insufficiencies of the said replication in this behalf. The Said defendant prays judgment if the Said Plaintiff ought to have or maintain this aforesaid action thereof against him  
By his Attorneys  
Stewart & Ayer

And on the same day and upon last aforesaid  
the defendant Heron Juy filed his Petition  
other Pleas in words and figures following to wit

State of Illinois }  
County of Cook } ss In the Superior Court of  
Chicago June Term 1857

Heron Juy et al

<sup>ads</sup>  
The Crystal Lake Ice  
Company

380  
3 And for a further plea  
in this behalf the said defendant Heron Juy  
by leave of the Court here for this purpose first  
had and obtained according to the form of the  
Statute in such Case made and provided says  
that the said Plaintiff ought not to have or  
maintain its aforesaid action thereof against  
him because he says that herefore to wit, on  
the first day of July A D 1857 William Backus  
one of the defendants in this suit filed his bill  
in Chancery in the Circuit Court of the County  
of Cook in said State of Illinois against William  
Backus George F Clark, E J Cuyler, Amos Page  
Jacob P Eastman, Arthur A Hobart Benjamin  
W Hobart Jr Samuel H Johnson, Joel H Johnson  
Charles Sipe Charles E Thompson John S What  
John H Wiggins, Daniel S Wells, William B Quinn  
Lewis J Chulford, Abel W Rulph, J A Edwards

Isaac G. Wilson. Jesse O. Stone. George Taylor  
Caleb Rich James H. Pearson. Alvin W. Jordan.  
and Emmus Taylor who were then all the mem-  
bers composing the said Crystal Lake Ice Company  
therein amongst other things setting forth that said  
parties together with said Complainant in said  
bill do set, said William Packus was doing  
business under the name and style of the Crystal  
Lake Ice Company, and that the said parties were  
all the members of said Company and claiming  
and alleging that said Crystal Lake Ice  
Company was now legally organized as a Corpora-  
tion - but that the same was a general Partner-  
ship, that the said Crystal Lake Ice Company  
was greatly insolvent, that a majority of the members  
of said Company were now residents of the State  
of Illinois that judgments were <sup>then</sup> standing against  
said Crystal Lake Ice Company in the Courts of  
this State and that the property of said Company  
was liable to be sold to satisfy said judgments  
and that it was necessary for the protection of  
the interests of all parties concerned that said  
Crystal Lake Ice Company be dissolved and  
the assets of said Company be applied to the pay-  
ment of its indebtedness, and praying among other  
things that the said Crystal Lake Ice Company  
be declared to be a general Partnership and that  
a Receiver be forthwith appointed by the court order

of said Court who should be empowered and directed  
ed. by said Court to forthwith take and receive  
all and singular the property of said Crystal Lake  
Ice Company both real and personal into his  
possession and that he be further directed and  
empowered to proceed to dispose of the same at  
such times and on such terms as might be most  
for the interest of Creditors and other parties  
concerned and further praying that an injunctive  
issue against said defendant in said bill restrain-  
ing them and each of them from doing business under  
the name of the Crystal Lake Ice Company or  
interfering with the property of said Company as  
by the said bill in Chancery now on record in said  
Circuit Court of the County of Cook will more  
fully appear.

382

And the said defendant further saith  
that said Circuit Court of the County of Cook  
having full power Authority and jurisdiction in  
the premises and the said Court having duly  
considered the matters stated in the said bill of  
Complaint and the prayer thereof did afterwards  
to wit: on the first day of the July A.D. 1857 at  
said County of Cook order direct and appoint  
that Alexander C. Covert one of the defendants  
in this suit be appointed receiver of all the property  
and effect both real and personal of the said  
Crystal Lake Ice Company, that said receiver have

full power to take and receive for himself into his possession all the real estate and personal property books of account, accounts, notes, records, and all other property and effects of said Crystal Lake Ice Company, and that said receiver have full power and authority when he should have received the said property both real and personal into his custody to proceed to sell and dispose of the same at either public or private sale as to him might seem most advantageous for the interests and for the protection of the rights of the creditors and members of said Crystal Lake Ice Company, that said sale be made by said receiver on such terms and conditions as might to him seem best and most advantageous for the interests of all parties concerned and out of the proceeds of such sale when so made he should proceed to pay the debt of said Company according to the prayer in the bill of complaint filed in the said cause, and that said receiver have full power to proceed with and complete the buildings of said Company then in process of erection in the City of Chicago if he should deem it necessary so to do, and that said receiver file his bond in said Court in the penal sum of two thousand dollars faithfully to execute and perform his duties as such receiver, with Andrew J. Penn and James D. Vaughan as sureties, and that said bond be made to William S. Church Clerk of said Court,

383

384

And the defendant further saith that immediately after the entering of such decretal order as aforesaid the Said Alexander C Coventry filed the bond required by said decretal order and entered upon the duties required of him as such receiver as aforesaid, and did proceed to enter into and take possession of the property both real and personal of the Said Crystal Lake Ice Company, and of the accounts, notes, and books of account of said Company and afterwards pursuant to the Authority vested in him by virtue of the decretal order aforesaid to wit, on the sixth day of July A D 1857, at said County of Cook, the Said Alexander C Coventry acting as such receiver in Consideration of the sum of two thousand dollars to him in hand paid by this defendant, and on Augustus Trimble granted, bargained, sold and conveyed to this defendant and the Said Augustus Trimble all the right title interest claim and demand which the Said Crystal Lake Ice Company had in and to all and singular the following described property thro' being in the City of Chicago in said County of Cook to wit, the same three ice house, together with all and singular the appurtenances and fixtures thereon to appertaining or in any wise belonging thro' being in lots numbered thirtine (13) twelve (12) seven (7) eight

(P) and mine (Q) in Block thirtien (13) in Clinton  
 addition to Chicago aforesaid together with the  
 lease of said grounds occupied by said teams, sleds  
 ice houses, and their appurtenances, and also all  
 the following personal property then being in said  
 City of Chicago, to wit Seventeen horses Seven ice wagons  
 two Express wagons one double wagon, eight sets  
 of double harness, two sets of single harness, together  
 with all and singular the ice-tongs ice hatchets  
 and all other the property of the said Crystal Lake  
 Ice Company, used in and about the business of said  
 Company in the City of Chicago together with certain  
 other property both real and personal belonging to  
 said Crystal Lake Ice Company and situated  
 in the County of McHenry in said State of Illinois

385

And this defendant further saith that the  
 aforesaid sale made by the said Receiver to this  
 defendant and Augustus Tribie as aforesaid was  
 made in good faith and that the Consideration  
 paid for the said property was all that it was worth  
 and that immediately after said sale, to wit on  
 said fifth day of July A D 1857 at said  
 County of Cook, this defendant and the said  
 Augustus Tribie took possession of the said  
 property sold and conveyed to them by the said  
 Receiver as aforesaid and afterward continued to  
 use occupy and enjoy the same as their own  
 property as they lawfully might do, which are

The same supposed trespasses in the said declaration mentioned, and that the said defendant is ready to verify. Wherefore he prays judgment of the said Plaintiff ought to have or maintain its aforesaid action thereof against him &c

386

H And for a further plea in this behalf the said defendant claims by leave of the Court here for this purpose first had and obtained according to the form of the Statute in such Case made and provided says, that as to the breaking and entering the <sup>of</sup> Close in which &c in the said first Court of the said declaration mentioned, and causing a noise and disturbance therein, and forcing and breaking open and damaging the doors and locks in that Court mentioned, the said Plaintiff ought not to have or maintain its aforesaid action thereof against him because he says that the said Close in the first Court of the said declaration mentioned and in which &c was the Close, Soil and freehold of the said defendant and of one Augustus Finlay, to wit, at the County of Cork aforesaid, wherefore the said defendant in his own right, at the said former times when he committed the said several supposed trespasses in the said first Court of the said declaration mentioned, in the said Close in which &c so being the Close Soil and freehold of the defendant



about this defence in this behalf appended and  
have executed.

State of Illinois }  
County of Cook } ss

388

I Thomas B Carter Clerk  
of the Superior Court of Chicago (formerly the  
Cook County Court of Common Pleas) within and  
for the County and State aforesaid do hereby  
Certify that the foregoing is a full true and complete  
transcript of all the pleadings on file in my office,  
the orders and judgment entered of record in  
said Court (the said Cook County Court of Common  
Pleas and the Superior Court of Chicago); in a  
Customs Cause wherein, The Crystal Lake Ice  
Company, was Plaintiff and Harmon Fox and others  
were Defendants



In testimony whereof I have hereunto  
set my hand and affixed the  
Seal of said Court at Chicago, in  
the County and State aforesaid  
this fifteenth day of April  
A D 1863



Thomas B Carter Clerk

The dept read in Evidence the Report of  
Master filed Dec 17. 1857. under the motion  
for leave to see inventory

390

The complainant called Charles M. Edwards  
who testified.

Commenced work for Crystal Lake Ice Co  
March 25, 1857 and ended July 1, 1857 was em-  
ployed during that time - acted as assistant-  
Foreman. I looked up customers attended to drivers,  
horses, saw that drivers did their duty. made con-  
tracts, and generally saw that business was attended  
to. Worked in Ice business in Philadelphia 2 years  
was in the business in Chicago 2 yrs - Worked for  
A. M. Averb - one season in Ice business. - The Co  
had a few customers along in April, but not  
much was done until say May 15. The Co had 6  
double wagons, 1 light-Express wagon - 15 horses  
in all - Harnes with them, Horses were at - 11<sup>th</sup>  
Wagon Barn Cor of Knicker & DuSalle Street - 3 axles  
+ 3 per fangs to each wagon - new extra wagon chain  
+ 2 - There were also tools such as hooks + large  
axes at - 11<sup>th</sup> depot, near 3<sup>rd</sup> + Wabsted ft on west  
side, where the N. Y. & R came in - The houses  
at depot were two long sheds open on both sides + one  
close building about 30 x 50 - 18 ft high - The Tarbell  
was quite feet. There were two men to each wagon  
+ one for 24 wagon - 2 men at the barn and one man  
at depot - to help load ice - The men were employed  
about - April 1. The Co had season contracts  
for delivery of ice to Briggs House, Metropolitan  
Hotel, New York House, Mansuet House

392

McBardle House, delivered to each house from  
4 or 500 lbs to 1000 lbs. Young, Sherman House  
McBardle House, Tremont Exchange, Theatre  
Crystal Palace and other parlors had several  
contracts. They used about 150 lbs per day  
Should think Co had about 300 after customers  
taking about 15 to 20 lbs per day. Should think  $\frac{1}{2}$   
of ice was wasted in transportation and delivery  
- About 1<sup>st</sup> week in May the men wanted pay  
for April month. - They were promised payment on  
the 15<sup>th</sup> May - They got no pay - They refused to  
work longer than 1<sup>st</sup> June unless they could get  
their money - On the 1<sup>st</sup> of June the men said they  
would wait until the 10<sup>th</sup> to give time to collect  
some bills, but would not work any longer unless  
they were paid - They got no pay on the 10<sup>th</sup> -  
But they were promised pay on the 1<sup>st</sup> July without  
fail - They were caused to take out their teams  
and go on until that time - On the 1<sup>st</sup> July the  
men refused to take out their teams until they  
got their money and would not allow any one else  
to do so - The men came over to the office on  
Deerborn st night before 1<sup>st</sup> of July for their money  
but there was none for them and they were told to  
Each wagon man had a small book with the  
name of his customers in it and the men for one  
they would not give up their books nor take out  
their teams nor allow others to do so - I went to the

stable next morning to take out some of the teams  
 myself, but the men refused to let me do it. This  
 was between 4 + 5 o'clock AM. Neither wagons or  
 horses were ever taken out again. The property  
 was taken charge about a week after by another  
 firm. The men did not get their pay until some  
 time after. There - 5 or 6 men at Crystal Lake.  
 About 20<sup>th</sup> June these men refused to work  
 until they had some money - They went back on the  
 promise of getting their money on the 1<sup>st</sup> July - They  
 then came in town for their money and did not get  
 any - They threatened to sue Co and did not go  
 back to their work - They said they would not go  
 back until they had their money - All the men  
 were hired by the month and had only got 2 or 3  
 doll on April, May & June wages - The rest of  
 their wages was then due, - It requires men of  
 Experience and skill to cut and deliver ice so as  
 not to waste - Could not get such men at that  
 time of the yr to take places men employed  
 - Most all of the teamsters had obtained the  
 customers for their respective routes - Each  
 teamster had a particular route - It would  
 have taken a new set of men a week or ten days  
 to have learned the routes, and until that time  
 they could not have del<sup>d</sup> the ice - The Co had  
 a book in office in which customers names were  
 entered, but not the No of house of street - The

teamsters frequently del'd extra ice - about  
the 15<sup>th</sup> of June Co were short of ice because the  
Railroad would not bring it - they not being  
their freight money - we were without ice  
2 or 3 days so that we could not supply customers  
After that there was some trouble about the pay  
but we got ice until July 1<sup>st</sup> about the 1<sup>st</sup> June  
Morgan threatened to turn the horses out - because  
he could not get his money for keeping them, he  
was promised his money on the 1<sup>st</sup> of July, and let  
the horses stay until that time - I think he  
got some money a few dollars on 1<sup>st</sup> of July - a  
very little - could not pay him much - Mr  
Wicks made the box + bows of wagons and  
he called for his pay several times and several  
times threatened to sue Co - Mr Ward who  
furnished the Co some the harnesses insisted  
upon his pay and also threatened to sue Co  
The Co ordered a harness for 1st wagon price  
\$30 but Mr Ward refused to deliver harness  
until he was paid - The Co owed Sarrabee +  
North for axes, chains etc - they threatened to sue  
Co, - I was sent there one day for some things 1/2  
doz pair 1<sup>50</sup> pr pr They refused to trust the Co,  
The Co owed Baker + Brown and threatened to sue Co -  
I then I wanted to buy things of Sarrabee + North, Mr  
Warden Clerk told me Co had no money - I had  
to get money from teamsters - also had sold ice

394

that day to buy things - The Co were losing money all the spring along and the fore part of summer - about 500 dollr a month - The ice racons could not be used to advantage for any other business - The ice would have most of it melted away during the summer - If the business had been suspended so as to have required customers to get their ice else where, it could not have been resumed that year without losing money - The Co had I should think 3 or 400 tons of ice - The books shown me on the day B + Sedgey of Co - The men were to have from 26 to 30 per month - Darbell was to have \$1000 per yr I was \$75 per month. Most of the May Bills were given me to collect + I collected what I could on them and handed it over to Wayden Cash

395

The Co was to pay 10% per hundred for bringing ice over R. Don't know how much it cost to keep horses or for Office Expenses. Wayden kept books - Make up my estimate from figuring it up with Wayden + Darbell - In reference to ice at Crystal Lake I do not mean 30 or 40,000 tons they had a large quantity of ice at the lake - I can not give the exact size of the buildings at the lake they had four buildings there - I was not at the lake after some time in the winter, lumber went out to build ice houses after I was out that

Re Let

I can not say positively whether they want to pay  
300 per week per horse for keeping horses  
The Complainant also called  
Augustus Frisbie

396

who testified, William Fox  
and myself purchased of the County the lands  
and buildings at Crystal Lake. (Then the  
defts objected to the testimony being given by Frisbie)  
The dees. right of way. Horses, Waggon and tools  
The Master in Chy made a deed to us - There were  
14 or 17 Horses - seven of the horses were replenished  
by Mack & Andrews, and held. Horses worth from  
100 to 150 a piece - Average value of waggons  
150 a piece, possibly not as much. Tools worth  
from 6 to 1000 dollars - Think there 6 double  
& 1 box press waggon - Waggons worth \$ 25 to 30  
a pair. Cost about 50 cts a day to keep horses -  
Am acquit with a business - The effect of  
suspending business 10 ten days would do ruination  
- I think there was about 4000 tons of ice put up  
in the winter, probably about  $\frac{1}{2}$  that amount  
when we bought - the first part of July we bought  
in some ice from Crystal Lake that season what  
we used of it - The wastage in bringing it in about  
10 per cent - altogether 25 per cent if carefully handled  
Cost \$ 125 per ton to bring it in - after our purchase  
we brought in ice from Crystal Lake for three

years, and lost money in the business very largely. No one could bring in ice from that place and compete with other ice dealers without losing money. We were running an opposition + trying to beat the Co by selling ice at our prices knowing that they could not sell at the prices we did without losing money. Cost about  $\frac{1}{2}$  as much to deliver to 300 as to 3000 - we had about 35 to 3700 Customers -

We offered to Coventry to give up every thing that we had rec<sup>d</sup> under the sale if they would pay us back what ~~we~~ had paid and release us from liability if they accepted it. Coventry said the parties were unable to do so. We raised the price of Crystal Lake Ice less after we purchased we did so because it did not pay expenses at the rate it was selling. we stopped bringing in from Lake in fall of 60 we put up ice at Lake in winter of 59 + 60. Our ice horses at Lake were burnt out in fall of 1860 I think it was in September 1860. Coventry came to us for a bid on the property - it was the first introduction I had to him it was in first of July I do not know whether he paid for it or not - he wanted a bid on it he said he had become involved in this matter + had been appointed receiver + wanted to sell it for the best price he could get for the benefit of the Creditors we made him an offer for it - it may have been the same day

397

It was done very quick - I did not go to take myself. Smith in our employ went. Leventry said he was out 3 or 4000 \$ + other debts in the matter - I think the sale was closed up before the 11<sup>th</sup> of July. I can not be positive as to dates - I think it was the 2<sup>d</sup> or 3<sup>d</sup> of July -

at the hearing was also heard. the motion to dismiss the original suit made by depts and also the motion for leave to see Leventry and was argued and submitted together and the above was the evidence used upon the hearing of the various matters above

398

Witness my hand and seal  
the 11<sup>th</sup> day of April A.D. 1863

George Manierre (Seal)  
Judge of the Federal  
Circuit Ct.

State of Illinois  
County of Cook

399

I, William S. Church Clerk of the Circuit  
Court of Cook County in the State aforesaid, do hereby certify  
that the above foregoing to be a true perfect and complete  
Copy of the papers and proceedings in a Certain Cause  
wherein William Backus was Complainant and William  
Baker Etal were defendants, and also of a Supplemental  
Cause wherein Francis W. Buckingham administrator of  
William Backus deceased was Complainant and  
Crystal Lake Ice Company Etal were defendants  
lately pending in said Court on the Chancery side  
thereof.

In witness whereof I have hereunto set my  
and the seal of said Court at my office  
in Chicago, this Twentieth day of April  
A.D. 1863.  
Wm S Church Clerk



Fee for Record \$98.75  
ready from ppts attys Wm S Church et al

In the Supreme Court of the  
State of Illinois Third Grand Division  
April Term A.D. 1863.

400  
The Crystal Lake Ice Company-  
William Baker. Amos Page Jacob.  
P. Eastman, John W. Wiggins. George  
P. Clark, Benjamin W. Hobart J.  
A. A. Hobart. W. B. Benson. S. J. Cuyler  
Samuel P. Johnson, Joel H. Johnson  
Clark Lipe Samuel W. Perry. John  
S. Wheat, Abel W. Fuller. J. H. Edwards  
J. M. Stone, George Tyler Alvin W.  
Judd Caleb Rich. James T. Pierson  
Daniel S. Wells Ernos Taylor  
Charles Thompson & Lewis J. Milford  
Plaintiffs vs.

vs  
Francis W. Buckingham Adm'r  
of William Baker's Assets &  
Alexander C. Cooney, who filed  
his Petition &c Defendants in the  
Case to Cook Circuit Court.

And now come the Plaintiffs in error by their Attorney W. J. Burges and say that in the record and proceedings and in the condition of the decree aforesaid there is no manifest of error therein in this viz.

1<sup>st</sup> The circuit Court had no authority under the case made by the original bill to render the decree of Dec: 17. 1887 - but should have dismissed the suit.

2<sup>d</sup> The circuit court should not have allowed the supplemental bill to have been filed -

3<sup>d</sup> The circuit court should have sustained the demurrer to the supplemental bill and dismissed the same for want of equity -

401

4<sup>th</sup> On sustaining the demurrer of the defendant what to the original bill in the said circuit court it should have dismissed the original bill - as to all of the defendants therein -

5. The motion of the the other Co-defendants of said what made upon the court sustaining his motion to open the decree should have been allowed, the decree opened and the bill dismissed as to all of the defendants.

6 The said circuit court erred in allowing the injunction upon the petition of said County

7<sup>th</sup> The said circuit court erred in making such injunction perpetual and refusing the

Capital Lake Ice Company has to sue him  
at law for Damages -

8 The circuit court was in refusing  
upon the cross bill to review & reverse the decree  
of the 17<sup>th</sup> December A.D. 1857.

9 The circuit court was in rendering  
the decree of March Term 1863 upon the  
evidence before it - legal & competent to be used

10 The circuit court was in rendering  
the decree of March Term A.D. 1863. and each  
single part thereof in favor of the Defendants  
in error. and should have dismissed the  
whole case with the original & supplemental  
and allowed the Corporation to have sued  
402 County, for ~~his~~ Damages -

Whomfor and for sums the cross  
appeared of, Recd in said proceedings and  
decree they pray that the same may be  
reversed set aside & holden for naught  
if they return on

W. J. Bunge  
atty for Pff in error

There is no error in this Record  
C Beckwith  
atty for Def & in Error