

8829

No. _____

Supreme Court of Illinois

Albert Frazier

vs.

Wm. Resob^R & Co.

ALEXANDER FRAZIER, Plaintiff in Error.

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WM. RESOR, JACOB RESOR & CHARLES M. VALLAU, Partners under the name and style
of William Resor & Company, Defendants in Error.

1. This was an action of assumpsit, brought in the Circuit Court of Pulaski county, by Wm. Resor & Co., against Ezra Dreher and Alexander Frazier. Affidavit for Capeas ad Respondendum filed 11th of December, 1858.

1.—2. December 15th. Capias issued for Dreher & Frazier, returnable at the April term, 1858
Capias returned endorsed, "Served by reading to one of the within named, to-wit:
Alexander Frazier, December the 31st, 1857. THOMAS SMITH, Sheriff."

Sheriff's Fees for Serving and taking Bond,	-	-	-	-	\$1 00
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Mileage and Writ,	10	5	10	10	10	10	10	10	10	60
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— \$1 60

January 2d, 1858. Declaration filed, and which complains of Dreher & Frazier as in custody, &c., of a plea of trespass on the case on promises.

3.—4. First Count—States that by their firm of Dreher & Frazier (deft's) on the 6th day of September, 1856, at Cincinnati, to-wit: At Pulaski county, and made their promissory note of that date, and then and there delivered it to Wm. Resor & Co., by which they promise to pay six months after date \$560 16-100 dollars, value received; by means whereof, &c., they became liable to pay, and in consideration promised to pay,—the period of six months had elapsed, and that though requested, refuse to pay.

4. Second Count states that on the 6th September, 1856, at Cincinnati, &c., at venue, &c., by their certain other promissory note of that date, Dreher & Frazier promised to pay to the order of Wm. Resor & Co., \$568 16-100 dollars, value received, six months after date, which period has elapsed, that Defendants have not paid, though often requested, and still refuse to damage of Resor & Co. \$600, therefore, they sue by

HENRY M. SMITH.

Copy of note for \$568 16-100 dollars made by Dreher & Frazier, dated September 5. 6, 1856, due in six months, with a credit of \$177 35. Tuesday, 2d day of April term, 1858, Frazier by att'y moved to discharge bail, which motion was sustained.

6. Wednesday, 3d day of term, demurrer to declaration sustained—leave to amend declaration.

7. Friday, 5th day of the term, demurrer to amended declaration overruled, and afterwards on the same day judgment against both defendants rendered by default for \$423 50-100 dollars damages and cost.

Saturday, the 6th day of the term, motion to set aside default overruled. Frazier prayed an appeal, which was allowed on giving bond in one thousand dollars in thirty days.

WM. HUNTER, Attorney

WM. HUNTER, Attorney

for plaintiff in error.

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Alex. Frazier

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Wm. H. Henshaw

Admitted

Filed Nov. 11 - 1859 -

St. Johnston City

STATE OF ILLINOIS — IN THE SUPREME COURT — FIRST GRAND
DIVISION — NOVEMBER TERM, 1859.

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Wm. Carson & Company

Abstract

Feb. 11 - 1859 -
A. Johnston Clerk