

MERCER QUARTERLY COURT

J.P. Spilman,

Plff

-vs-

Answer.

Susie Shouse and John Shouse,

Deft

The Defts Susie Shouse and John Shouse for answer to the Plff's petition say that it is true that they secured from the Plff as agent of the Equitable Life Insurance Society, a joint policy upon their lives in the sum of \$1000. and they say that's said policy was delivered to the said Deft John Shouse. They say that the first annual payment on said policy was the sum of \$62.29 and was due and payable to the Company on the issual of the policy; that as an inducement to the Defts to take out said policy the Plff, J.P. Spilman, agreed to accept and did accept as the first payment, a note for the said sum of \$62.29 signed by the Deft John Shouse, due and payable _____ months after date and that he issued to the ~~Rixxix~~ Deft a receipt in full of the first payment; the said note of the said John Shouse being accepted by him as a full settlement of said first payment. He files said receipt herewith as part hereof. They say that the acceptance by the Plff of the said ~~fixxx~~ note in lieu of cash for said first payment was a condition precedent to the issual of said policy, and that except for said agreement the Defts would not have taken out said policy or accepted the same. They say that the Plff still holds said note as a claim against the said Deft Shouse. They say as to what contract the Plff has with the Company as to said first premium, they have no knowledge or information sufficient to form a belief, but they deny that they are indebted to the Plff in any sum, except under the said note given as aforesaid to the said Plff and accepted by him.

Wherefore they pray to be dismissed, for their cost and all proper relief.