

Mercer Quarterly Court.

J. P. Spilman

Plaintiff.

-v- Petition.

Susie Shouse and John Shouse

Defendants.

The plaintiff says that he is engaged in business as agent of the Equitable Life Assurance Association; that under his agency contract with said insurance association he writes insurance for applicants, and furnishes the policies in said Company, and by means of said arrangement ~~the~~ the larger portion of the first premium thereon is due to and the property of ~~the~~ the agent; that on Aug. 6, 1914 at the special instance and request of the defendants he took their joint application and secured from them a policy on their joint lives in said assurance association for the sum of \$1000.00; that said policy was delivered to the defendants and was accepted by them and they still hold and retain the same and are now insured, both of them, under said policy; that the premium due on said policy which they agreed to pay was \$62.29, which amount is still unpaid and which is now, by said agency contract, the property of the plaintiff, and he is entitled to collect the same; that said sum is past due and has been since Sept. 1, 1914.

Wherefore he prays judgment for \$62.29 with 6% interest thereon from Sept. 1, 1914 and costs and all proper relief.

C. E. Hankin
Atty for Plaintiff.