

Mercer Quarterly Court.

Wilmore & Fisher,

Plaintiffs.

--VS-- Petition in Equity.

S. E. Demaree,

Defendant.

The plaintiffs Sallie Wilmore and Mary Fisher state that they are a firm ^{Hail} doing a general Fire, ~~and~~ and Marine Insurance business under the firm name and style of Wilmore & Fisher with their principal place of business in Harrodsburg, Kentucky; they state that on the 10th, day of July, 1919 at the defendants special instance and request that the procured for him a policy of Insurance in the Ohio Valley Fire and Marine Insurance Company of Paducah Kentucky, insuring the defendants crop of five acres of tobacco, located near Bondville, Mercer County, Kentucky, against all direct loss or damage by Hail to an amount in case of a total loss of not exceeding \$100.00, per acre, until said crop should be harvested or housed against all such loss; plaintiffs state that the premium on said plicy amounted to the sum of \$35.00 and which premium the defendant promised and agreed to pay, but that he has failed and refused to pay same and that ~~the~~ plaintiffs have been compelled to pay and did pay for the defendant S.E. Demaree the said premium of \$35.00 to the said Ohio Valley Fire and Marine Insurance Company; plaintiffs state that the said defendant accepted said insurance on his said crop and that he is now indebted to them for the above named premium paid by them to said Insurance Company. Plaintiffs state that on the 12th, day of July, 1919, at the special instance and request of the defendant S.E. Demaree they procured for him a policy of Insurance in the Hartford Fire Insurance Company of Hartford, Connecticut, insuring the defendants crop of four acres of tobacco located on defendants farm near Terrapin, Kentucky, in the County of Mercer, against all direct loss or damage by Hail to an amount in case of a total loss of not exceeding \$100.00 per acre, until said crop should be harvested or housed against all such loss; plaintiffs state that the premium on said policy amounted to the sum of \$28.00 and which premium the defendant S.E. Demaree promised and agreed to pay, but that he has failed and refused to pay same and that the plaintiffs have been compelled to pay and did pay for the defendant S.E. Demaree the said premium of \$28.00 to the