

Mercer Quarterly Court

Hartford Fire Insurance Co.

Plaintiff

vs--- Answer

John C. Horn

Defendant

Comes now the defendant therein, John C. Horn, and says that the plaintiff's petition does not show plaintiff's right to maintain this action.

2. Defendant says that the note mentioned in plaintiff's petition was executed for four premiums on an insurance policy. The first premium became due and was paid by him on December 1, 1926 and was in payment for insurance from December, 1, 1926 to December 1, 1927. He says that upon the payment of the premium on December, 1, 1926 he instructed the said company, through its duly authorized agent, to cancel the said policy of insurance. He says that the said insurance policy issued to him contains the provision that the assured (defendant therein) could cancel the said policy of insurance when the note given for such premium has been fully paid in cash. He says that he complied with the terms of the said policy of insurance.

3. The defendant not waiving the allegations in paragraph #1 & #2, but reaffirming the same and making them a part hereof the same as if copied herein in full, says further that the said policy of insurance and note provides that upon the default in the payment of a note for any premium of the said policy, the said company would not be liable for any loss occurring during the time that the said premium remained unpaid,