

Registration Statement No. 33-_____

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

POE & BROWN, INC.
(Exact name of registrant as specified in its charter)

Florida 59-0864469
(State or other jurisdiction of (I.R.S. Employer Identification No.)
incorporation or organization)

220 South Ridgewood Avenue 32115
Daytona Beach, Florida (Zip Code)
(Address of Principal Executive Office)

POE & BROWN, INC.
STOCK PERFORMANCE PLAN

Laurel L. Grammig
Vice President, Secretary and General Counsel
Poe & Brown, Inc.
401 E. Jackson Street, Suite 1700
Tampa, Florida 33602
(Name and address of agent for service)
(813)222-4100
(Telephone number, including area code, of agent for service)

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. X

CALCULATION OF REGISTRATION FEE

| Title of securities to be registered | Amount to be Registered | Proposed maximum offering price per unit* | Proposed maximum aggregate offering price* | Amount of registration fee |
|--|-------------------------|---|--|----------------------------|
| Common stock, par value \$.10 per share..... | 400,000 shares | \$25.25 | \$10,100,000 | \$3,483 |

* Estimated solely for the purpose of calculating the registration fee. The fee is calculated upon the basis of the average between the high and low sales price for shares of common stock of the registrant as reported on The Nasdaq Stock Market on October 22, 1996.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents previously filed by the Company with the Commission are incorporated by reference:

- (1) The Company's annual report on Form 10-K for the year ended December 31, 1995;

(2) The Company's quarterly report on Form 10-Q for the quarter ended March 31, 1996;

(3) The Company's quarterly report on Form 10-Q for the quarter ended June 30, 1996;

(4) The Company's Proxy Statement, dated March 19, 1996, for the Company's 1996 Annual Meeting of Shareholders;

(5) The description of the Company's common stock contained in the Company's Registration Statement on Form S-4, File Number 33-58090, filed with the Commission on February 10, 1993, as amended.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of the filing of such documents.

ITEM 4. DESCRIPTION OF SECURITIES

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Company is a Florida corporation. Reference is made to Section 607.0850 of the Florida Business Corporation Act, which permits, and in some cases requires, indemnification of directors, officers, employees, and agents of the Company under certain circumstances and subject to certain limitations.

Under Article VII of the Company's Bylaws, the Company is required to indemnify its officers and directors, and officers and directors of certain other corporations serving as such at the request of the Company, against all costs and liabilities incurred by such persons by reason of their having been an officer or director of the Company or such other corporation, provided that such indemnification shall not apply with respect to any matter as to which such officer or director shall be finally adjudged to have been individually guilty of gross negligence or willful malfeasance in the performance of his or her duty as a director or officer, and provided further that the indemnification shall, with respect to any settlement

of any suit, proceeding, or claim, include reimbursement of any amounts paid and expenses reasonably incurred in settling any such suit, proceeding, or claim when, in the judgment of the Board of Directors, such settlement and reimbursement appeared to be for the best interests of the Company.

The Company has entered into an indemnification agreement with certain members of its Board of Directors. The agreements create certain indemnification obligations of the Company in favor of such persons in connection with their service as directors and, as permitted by applicable law, clarify and expand the circumstances under which such persons will be indemnified.

The Company has purchased insurance with respect to, among other things, liabilities that may arise under the statutory provisions referred to above.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

ITEM 8. EXHIBITS

- 4 - Poe & Brown, Inc. Stock Performance Plan
- 5 - Opinion of the Company's Assistant General

Counsel as to the legality of the securities being registered hereunder

- 23a - Consent of Arthur Andersen LLP, independent certified public accountants
- 23b - Consent of Ernst & Young LLP, independent certified public accountants
- 24a - Powers of attorney for individual directors
- 24b - Resolutions adopted by the Board of Directors and certified by the Secretary of the Company

ITEM 9. UNDERTAKINGS

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement:

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Act") may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions (see Item 6) or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of

any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Daytona Beach, State of Florida, on October 28, 1996.

POE & BROWN, INC.

By: *

J. Hyatt Brown, President and
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this report has been signed by the following persons on behalf of the Registrant and in the capacities and on the date indicated.

| Signature | Title | Date |
|---|--|------------------|
| * _____ J. Hyatt Brown | Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer) | October 28, 1996 |
| * _____ Samuel P. Bell, III | Director | October 28, 1996 |
| * _____ Bradley Currey, Jr. | Director | October 28, 1996 |
| * _____ Bruce G. Geer | Director | October 28, 1996 |
| _____ Jim W. Henderson | Director | October 28, 1996 |
| * _____ Kenneth E. Hill | Director | October 28, 1996 |
| * _____ Theodore J. Hoepner | Director | October 28, 1996 |
| /s/ James A. Orchard _____ James A. Orchard | Vice President, Treasurer and Chief Financial Officer (Principal Financial and Accounting Officer) | October 28, 1996 |

*By: /s/ Laurel L. Grammig

EXHIBITS

- Exhibit 4 - Poe & Brown, Inc. Stock Performance Plan
- Exhibit 5 - Opinion of the Company's Assistant General Counsel
as to the legality of the securities being registered
hereunder
- Exhibit 23a - Consent of Arthur Andersen LLP, independent certified public
accountants
- Exhibit 23b - Consent of Ernst & Young LLP, independent certified public
accountants
- Exhibit 24a - Powers of attorney for individual directors
- Exhibit 24b - Resolutions adopted by the Board of Directors and
certified by the Secretary of the Company

EXHIBIT 4

POE & BROWN, INC.
STOCK PERFORMANCE PLAN

Poe & Brown, Inc., a corporation organized under the laws of the State of Florida, establishes this Stock Performance Plan for the purposes of attracting and retaining Key Employees, providing an incentive for Key Employees to achieve long-range performance goals, and enabling Key Employees to share in the successful performance of the stock of Poe & Brown, Inc., as measured against pre-established performance goals.

ARTICLE I - DEFINITIONS

1.01 Award Effective Date means, with respect to each share of Performance Stock, the date on which the award of the share of Performance Stock to a Key Employee is effective. An award of Performance Stock shall be effective (i) as of the date set by the Committee when the award is made or, (ii) if the award is made subject to one, or more than one, condition under Section 6.02 of this Plan, as of the date the Committee in its sole and absolute discretion determines that such condition or conditions have been satisfied.

1.02 Board means the Board of Directors of Poe & Brown, Inc.

1.03 Change in Control means (i) the acquisition of the power to direct, or cause the direction of, the management and policies of the Company by a person not previously possessing such power, acting alone or in conjunction with others, whether through ownership of Stock, by contract or otherwise, or (ii) the acquisition, directly or indirectly, of the power to vote twenty percent or more of the outstanding Stock by a person or persons. For purposes of this Section 1.03, the term "person" means a natural person, corporation,

partnership, joint venture, trust, government or instrumentality of a government. Also for purposes of this Section 1.03, customary agreements with or among underwriters and selling group members with respect to a bona fide public offering of Stock shall be disregarded.

1.04 Code means the Internal Revenue Code of 1986, as amended.

1.05 Committee means the Compensation Committee of the Board

or, if the Compensation Committee at any time has less than three members or has a member who fails to come within the definition of a "disinterested person" within the meaning of Rule 16b-3 under the Securities Exchange Act of 1934, as amended, a committee that shall have at least three members, each of whom shall be appointed by and shall serve at the pleasure of the Board and shall come within the definition of a "disinterested person" within the meaning of Rule 16b-3 under the Securities Exchange Act of 1934, as amended.

1.06 Company means Poe & Brown, Inc., a corporation organized under the laws of the State of Florida.

1.07 Disability means a physical or mental condition of a Key Employee resulting from bodily injury, disease or mental disorder that renders him or her incapable of engaging in any occupation or employment for wage or profit. Disability does not include any physical or mental condition resulting from the Key Employee's engagement in a felonious act, self-infliction of an injury, or performance of military service. Disability of a Key Employee shall be determined by a licensed physician selected by the Committee in its sole and absolute discretion.

1.08 Key Employee means a full time, salaried employee of the Company who, in the judgment of the Committee acting in its sole and absolute discretion, is a key to the successful operation of the Company.

1.09 Performance Stock means Stock awarded to a Key Employee under this Plan.

1.10 Performance Stock Agreement means the written agreement between the Company and a Key Employee to whom an award of Performance Stock is made under this Plan.

1.11 Plan means this Poe & Brown, Inc. Performance Stock Plan.

1.12 Stock means the common stock, \$0.10 par value, of the Company.

1.13 Year of Vesting Service means, with respect to each share of Performance Stock, a twelve consecutive month period measured from the grant date of the Performance Stock and each successive twelve consecutive month period measured from each anniversary of such grant date for that share of Performance Stock.

ARTICLE II - ELIGIBILITY

Only Key Employees shall be eligible to receive awards of Performance Stock under this Plan. The Committee, in its sole and absolute discretion, shall determine the Key Employees to whom Performance Stock shall be awarded. A member of the Committee is not eligible to receive grants of Performance Stock during the period he or she serves on the Committee or during the one-year period prior to the date he or she begins serving on the Committee.

ARTICLE III - STOCK AVAILABLE FOR AWARDS

The Company shall reserve 400,000 shares of Stock for use under this Plan. All such shares of Stock shall be reserved to the extent that the Company deems appropriate from authorized but unissued shares of Stock and from shares of Stock that have been reacquired by the Company. Furthermore, any shares of Performance Stock that are forfeited under Section 6.03 of this Plan shall again become available for use under this Plan.

ARTICLE IV - EFFECTIVE DATE

This Plan shall be effective on the date it is adopted by the Board, subject to the approval of the shareholders of the Company within twelve months after the date of adoption of this Plan by the Board. Any Performance Stock awarded under this Plan before the date of such shareholder approval shall be awarded expressly subject to such approval.

ARTICLE V - ADMINISTRATION

This Plan shall be administered by the Committee. The Committee, acting in its sole and absolute discretion, shall exercise such powers and take such action as expressly called for under this Plan. Furthermore, the Committee shall have the power to interpret this Plan and to take such other action in the administration and operation of this Plan as the Committee deems equitable under the circumstances, which action shall be binding on the Company with respect to each affected Key Employee and each other person directly or indirectly affected by such action. Nothing in this Article V shall affect or impair the Board's power to take the actions reserved to it in this Plan.

ARTICLE VI - PERFORMANCE STOCK AWARDS

6.01 Committee Action. The Committee shall have the right to award shares of Performance Stock to Key Employees under this Plan. Each award of Performance Stock shall be evidenced by a Performance Stock Agreement, and each Performance Stock Agreement shall set forth the conditions, if any, under which the award will be effective and the conditions under which the Key Employee's interest in the Performance Stock shall become fully vested and nonforfeitable.

6.02 Conditions for Awards. The Committee may, in its sole and absolute discretion, make the award of Performance Stock to Key Employees effective only upon the satisfaction of one, or more than one, objective employment, performance or other condition which the Committee deems appropriate under the circumstances for Key Employees in general or for a Key Employee in particular. The related Performance Stock Agreement shall set forth each such condition and the deadline for satisfying each such condition. If a Performance Stock award shall be effective only upon the satisfaction of one, or more than one, condition, the shares of Stock underlying such award shall be unavailable under Article III of this Plan as of the date on which such award is made. If an award of Performance Stock fails to become effective under Section 6.01 of this Plan, the underlying shares of Stock subject to such award shall be treated under Article III of this Plan as forfeited and shall again become available under Article III of this Plan as of the date of such failure to become effective.

6.03 Conditions for Nonforfeitability of Performance Stock. Subject to the provisions of Article IX of this Plan, a Key Employee's interest in the shares of Performance Stock awarded to him or her shall become fully vested and nonforfeitable upon the satisfaction of any conditions for the grant specified by the Committee pursuant to Section 6.02 and upon the Key Employee's completion of fifteen Years of Vesting Service for the Company. Subject to the provisions of Article IX of this Plan, if the Key Employee's employment with the Company terminates before his or her completion of fifteen Years of Vesting Service for the Company, the Key Employee's interest in the awarded shares of

Performance Stock shall be forfeited unless:

(a) the Key Employee has attained age sixty-four;

(b) the Key Employee's employment with the Company terminates as a result of his or her death or Disability; or

(c) the Committee, in its sole and absolute discretion, waives the conditions described in this Section 6.03.

If an award of Performance Stock is made to a Key Employee after the Key Employee attains age sixty-four, but before his or her employment with the Company terminates, the Key Employee's interest in the awarded shares of Performance Stock shall become fully vested and nonforfeitable on the Award Effective Date.

6.04 Dividends and Voting Rights. If a cash dividend is declared on a share of Performance Stock after the Award Effective Date, but before the Key Employee's interest in the Performance Stock is forfeited or becomes fully vested and nonforfeitable, the Company shall pay the cash dividend directly to the Key Employee. If a Stock dividend is declared on a share of Performance Stock after the Award Effective Date, but before the Key Employee's interest in the Performance Stock is forfeited or becomes fully vested and nonforfeitable, the Stock dividend shall be treated as part of the award of the related Performance Stock, and the Key Employee's interest in such Stock dividend shall be forfeited or become nonforfeitable at the same time as the Performance Stock with respect to which the Stock dividend was paid is forfeited or becomes nonforfeitable. The disposition of each other form of dividend which is declared on a share of Performance Stock shall be made in accordance with such rules as the Committee shall adopt with respect to each such dividend.

A Key Employee shall be allowed to exercise voting rights with respect to a share of Performance Stock after the Award Effective Date, but before the Key

Employee's interest in the Performance Stock is forfeited or becomes fully vested and nonforfeitable.

6.05 Satisfaction of Nonforfeitability Conditions; Provision for Income and Excise Taxes. A share of Stock shall cease to be Performance Stock at such time as a Key Employee's interest in such share of Stock becomes fully vested and nonforfeitable under Section 6.03 or Article IX of this Plan, and the certificate

representing such share of Stock shall be transferred to the Key Employee as soon as practicable thereafter.

ARTICLE VII - SECURITIES REGISTRATION

Each Performance Stock Agreement shall provide that, upon the receipt of shares of Stock as a result of the satisfaction of the conditions described in Section 6.03 of this Plan for nonforfeitability of Performance Stock, the Key Employee shall, if so requested by the Company, hold such shares of Stock for investment and not with a view of resale or distribution to the public and, if so requested by the Company, shall deliver to the Company a written statement signed by the Key Employee satisfactory to the Company to that effect. With respect to Stock issued pursuant to this Plan, the Company at its expense shall take such action as it deems necessary or appropriate to register the original issuance of such Stock to a Key Employee under the Securities Act of 1933 or under any other applicable securities laws or to qualify such Stock for an exemption under any such laws prior to the issuance of such Stock to a Key Employee. Notwithstanding the foregoing, the Company shall have no obligation whatsoever to take any such action in connection with the transfer, resale or other disposition of such Stock by a Key Employee.

ARTICLE VIII - ADJUSTMENT

The Board, in its sole and absolute discretion, may, but shall not be required to, adjust the number of shares of Stock reserved under Article III of this Plan and shares of Performance Stock theretofore granted in an equitable manner to reflect any change in the capitalization of the Company, including, but not limited to, such changes as Stock dividends or Stock splits. If any adjustment under this Article VIII would create a fractional share of Stock, such fractional share shall be disregarded and the number of shares of Stock reserved or granted under this Plan shall be the next lower number of shares of Stock, rounding all fractions downward. An adjustment made under this Article VIII by the Board shall be conclusive and binding on all affected persons and, further, shall not constitute an increase in the number of shares reserved under Article III within the meaning of Article X(a) of this Plan.

ARTICLE IX - SALE OR MERGER OF COMPANY; CHANGE IN CONTROL

9.01 Sale or Merger. If the Company agrees to sell all or substantially all of its assets for cash or property or for a combination of cash and property or agrees to any merger, consolidation, reorganization, division or other corporate transaction in which Stock is converted into another security or into the right to receive securities or property and such agreement does not provide for the assumption or substitution of Performance Stock granted under this Plan, all shares of Performance Stock shall become fully vested and nonforfeitable.

9.02 Change in Control. In the event of a Change in Control, the Board thereafter shall have the right to take such action with respect to any shares of Performance Stock that are forfeitable, or all such shares of Performance Stock, as the Board in its sole and absolute discretion deems appropriate under

the circumstances to protect the interests of the Company in maintaining the integrity of the awards under this Plan. Furthermore, the Board shall have the right to take different action under this Section 9.02 with respect to different Key Employees or different groups of Key Employees, as the Board in its sole and absolute discretion deems appropriate under the circumstances.

Notwithstanding the foregoing provisions of this Article IX, all shares of Performance Stock shall become fully vested and nonforfeitable in the event of (i) any tender or exchange offer for Stock accepted by a majority of the shareholders of the Company; or (ii) the death of J. Hyatt Brown and the subsequent sale by his estate, his wife, his parents, his lineal descendants, any trust created for his benefit during his lifetime, or any combination of the foregoing, of the Stock owned by J. Hyatt Brown prior to his death.

ARTICLE X - AMENDMENT OR TERMINATION

This Plan may be amended by the Board from time to time to the extent that the Board in its sole and absolute discretion deems necessary or appropriate. Notwithstanding the foregoing, no amendment of this Plan shall be made absent the approval of the shareholders of the Company if the effect of the amendment

is:

(a) to increase the number of shares of Stock reserved under Article III of this Plan;

(b) to change the class of employees of the Company eligible for awards of Performance Stock or to otherwise materially modify, within the meaning of Rule 16b-3 under the Securities Exchange Act of 1934, as amended, the requirements as to eligibility for participation in this Plan; or

(c) to otherwise materially increase, within the meaning of Rule 16b-3 of the Securities Exchange Act of 1934, as amended, the benefits accruing to Key Employees under this Plan.

The Board in its sole and absolute discretion may suspend the awarding of Performance Stock under this Plan at any time and may terminate this Plan at any time. Notwithstanding the foregoing, the Board shall not have the right to modify, amend or cancel any share of Performance Stock granted before such suspension or termination unless the Key Employee to whom the Performance Stock is awarded consents in writing to such modification, amendment or cancellation, or there is a dissolution or liquidation of the Company or a transaction described in Article VIII or IX of this Plan.

ARTICLE XI - TERM OF PLAN

No Performance Stock shall be awarded under this Plan on or after the earlier of:

(a) the tenth anniversary of the effective date of this Plan, as determined under Article IV of this Plan, in which event this Plan otherwise thereafter shall continue in effect until all Performance Stock awarded under this Plan has been forfeited or the conditions described in Section 6.03 of this Plan for nonforfeitability of all Performance Stock awarded under this Plan have been completely satisfied; or

(b) the date on which all of the Stock reserved under Article III of this Plan has, as a result of the satisfaction of the conditions described in Section 6.03 of this Plan for nonforfeitability of Performance Stock awarded under this Plan, been issued or no longer is available for use under this Plan, in which event this Plan also shall

terminate on such date.

ARTICLE XII - MISCELLANEOUS

12.01 Shareholder Rights. Subject to Section 6.04 of this Plan, a Key Employee's rights as a shareholder in the shares of Performance Stock awarded to him or her shall be set forth in the related Performance Stock Agreement.

12.02 No Contract of Employment. The award of Performance Stock to a Key Employee under this Plan shall not constitute a contract of employment and shall not confer on a Key Employee any rights upon his or her termination of employment with the Company in addition to those rights, if any, expressly set forth in the Performance Stock Agreement related to his or her Performance Stock.

12.03 Withholding. The acceptance of an award of Performance Stock shall constitute a Key Employee's full and complete consent to whatever action the Committee deems necessary to satisfy the federal and state tax withholding requirements, if any, that the Committee in its sole and absolute discretion deems applicable to such Performance Stock. The Committee also shall have the right to provide in a Performance Stock Agreement that a Key Employee may elect to satisfy federal and state tax withholding requirements through a reduction in the number of shares of Stock actually transferred to him or her under this Plan, and any such election and any such reduction shall be effected so as to satisfy the conditions to the exemption under Rule 16b-3 of the Securities Exchange Act of 1934, as amended.

12.04 Governing Law. The provisions of this Plan shall be governed by and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Poe & Brown, Inc. has caused its duly authorized officer to execute this Plan as of the 31st day of October, 1995, to evidence its adoption of this Plan.

POE & BROWN, INC.

By: /s/ Laurel J. Lenfestey

Laurel J. Lenfestey
Vice President, Secretary
and General Counsel

Approved by the Board of Directors: October 31, 1995

Approved by Shareholders:

Exhibit 5

October 28, 1996

Securities and Exchange Commission
450 Fifth Street N.W.
Washington, DC 20549

Dear Sir/Madam:

As Assistant General Counsel of Poe & Brown, Inc. (the "Registrant"), I am familiar with the preparation and filing of the Registrant's Registration Statement on Form S-8, as filed with the Securities and Exchange Commission on or about October 15, 1996, pursuant to which the Registrant proposes to issue up to 400,000 shares of its common stock, par value \$.10 per share ("Registrant's Common Stock"), pursuant to the Poe & Brown, Inc. Stock Performance Plan (the "Plan").

I have reviewed the Plan and the Registration Statement, and have examined and am familiar with the documents, corporate records and other instruments of the Registrant relating to the proposed issuance of the Registrant's Common Stock which I deem relevant and which form the basis of the opinion hereinafter set forth.

I am of the opinion that under the laws of the State of Florida, the jurisdiction in which the Registrant is incorporated and the jurisdiction in which the Registrant has its principal office, upon the issuance of the shares of the Registrant's Common Stock pursuant to the aforesaid Registration Statement, all such shares when so issued will be duly authorized, validly issued and outstanding, and will be fully paid and non-assessable.

The undersigned counsel to the Registrant hereby consents to the use of my opinion as Exhibit 5 to the aforesaid Registration Statement.

Sincerely yours,

POE & BROWN, INC.

/s/ James L. Olivier

James L. Olivier

JLO/jag

EXHIBIT 23a

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

As independent certified public accountants, we hereby consent to the incorporation by reference in this registration statement of our report dated January 29, 1996, incorporated by reference in Poe & Brown, Inc.'s Form 10-K for the year ended December 31, 1995, and to all references to our firm included in this registration statement.

/s/ Arthur Andersen LLP

Orlando, Florida
October 25, 1996

EXHIBIT 23b

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Poe & Brown Stock Performance Plan of Poe & Brown, Inc. of our report dated January 28, 1995, except for the last paragraph of Note 2, as to which the date is March 1, 1995, with respect to the consolidated financial statements and schedule of Poe & Brown, Inc. incorporated by reference in its Annual Report (Form 10-K) for the year ended December 31, 1995, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Tampa, Florida
October 25, 1996

EXHIBIT 24a

POWER OF ATTORNEY

The undersigned constitutes and appoints Laurel J. Lenfestey and James L. Olivier, or either of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign the Registration Statement for Poe & Brown, Inc. on Form S-8 with respect to the registration of shares of common stock under the Poe & Brown, Inc. Stock Performance Plan, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitutes, may lawfully do or cause to be done by virtue hereof.

/s/ Bradley Currey, Jr.

Bradley Currey, Jr.

Dated: July 30, 1996

POWER OF ATTORNEY

The undersigned constitutes and appoints Laurel J. Lenfestey and James L. Olivier, or either of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign the Registration Statement for Poe & Brown, Inc. on Form S-8 with respect to the registration of shares of common stock under the Poe & Brown, Inc. Stock Performance Plan, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitutes, may lawfully do or cause to be done by virtue hereof.

/s/ J. Hyatt Brown

J. Hyatt Brown

Dated: July 30, 1996

POWER OF ATTORNEY

The undersigned constitutes and appoints Laurel J. Lenfestey and James L. Olivier, or either of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign the Registration Statement for Poe & Brown, Inc. on Form S-8 with respect to the registration of shares of common stock under the Poe & Brown, Inc. Stock Performance Plan, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitutes, may lawfully do or cause to be done by virtue hereof.

/s/ Bruce G. Geer

Bruce G. Geer

Dated: July 30, 1996

POWER OF ATTORNEY

The undersigned constitutes and appoints Laurel J. Lenfestey and James L. Olivier, or either of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign the Registration Statement for Poe & Brown, Inc. on Form S-8 with respect to the registration of shares of common stock under the Poe & Brown, Inc. Stock Performance Plan, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could in person, hereby

ratifying and confirming all that said attorneys-in-fact and agents, or their substitutes, may lawfully do or cause to be done by virtue hereof.

/s/ Samuel P. Bell, III

Samuel P. Bell, III

Dated: July 30, 1996

POWER OF ATTORNEY

The undersigned constitutes and appoints Laurel J. Lenfestey and James L. Olivier, or either of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign the Registration Statement for Poe & Brown, Inc. on Form S-8 with respect to the registration of shares of common stock under the Poe & Brown, Inc. Stock Performance Plan, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitutes, may lawfully do or cause to be done by virtue hereof.

/s/ Theodore J. Hoepner

Theodore J. Hoepner

Dated: July 30, 1996

POWER OF ATTORNEY

The undersigned constitutes and appoints Laurel J. Lenfestey and James L. Olivier, or either of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign the Registration Statement for Poe & Brown, Inc. on Form S-8 with respect to the registration of shares of common stock under the Poe & Brown, Inc. Stock Performance Plan, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be

done in and about the premises as fully to all intents and purposes as he might or could in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitutes, may lawfully do or cause to be done by virtue hereof.

/s/ Kenneth E. Hill

Kenneth E. Hill

Dated: July 30, 1996

EXHIBIT 24b

RESOLUTIONS ADOPTED BY THE
BOARD OF DIRECTORS OF POE & BROWN, INC.

I, Laurel Lenfestey Grammig, hereby certify that I am the duly elected and qualified Secretary of Poe & Brown, Inc. (the "Company"), and that the following resolutions were adopted at a meeting of the Board of Directors of the Company held on July 30, 1996, and such resolutions have not been rescinded or modified in any fashion:

WHEREAS, the Board of Directors has reviewed a draft of the Company's Registration Statement on Form S-8 with respect to the registration of 400,000 shares of the Company's common stock to be reserved for issuance under the Company's Stock Performance Plan (the "Registration Statement"); it is therefore

RESOLVED, that the draft of the Registration Statement submitted to the Directors is hereby approved in form and substance, subject to any non-substantive revisions deemed necessary or appropriate by Laurel J. Lenfestey, the Company's Vice President, Secretary and General Counsel;

FURTHER RESOLVED, that the Chief Executive Officer and the Chief Financial Officer of the Company are hereby authorized to sign the Registration Statement on behalf of the Company, either personally or through a power of attorney, and to cause the Registration Statement to be filed with the Securities and Exchange Commission in accordance with the rules promulgated by the Commission;

FURTHER RESOLVED, that the appropriate officers of the Company are hereby authorized and directed to take all actions they deem necessary or appropriate, including the payment of all necessary filing fees, to carry out the intent of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned Secretary has executed this certificate this 28th day of October, 1996.

/s/ Laurel Lenfestey Grammig

Laurel Lenfestey Grammig
Secretary