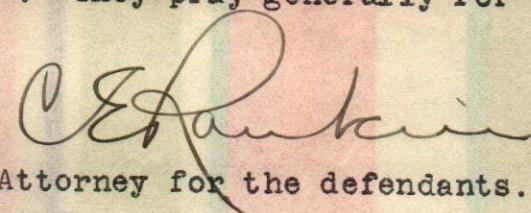


3...Defenatnd further answering and by way of counter-claim against the Plaintiff, say that he is hopelessly insolvent; that during the years ~~1905~~ 1913, 1914, 1915, and 1916 the deceased A. A. Woods furnished to the plff a team of horses and wagon and horse or horses at other times, once or twice per week during said time the more exact date thereof defendants are unable to give all of which was furnished at the special instance and request of the plaintiff, and which was and is reasonably worth the sum of \$100.00, no part of which has ever been paid by the plaintiff.

4...Defendants further pleading and by way of set-off against the plaintiff state that the plaintiff on Dec. 4, 1905 by his promisory note of that date agreed and promised to pay to John H. Wheeler and J. L. Demaree twelve months thereafter the sum of \$44.51 with 6% ~~kmx~~ interest thereon from that date until paid; that said note is long past due and no part thereof has except \$22 paid May 10, 1908, ever been paid; said note is filed herewith and made a part hereof ~~for~~ marked Note for identity; that J. L. Demaree and John H. Wheeler by their written endorsement on the back of said note sold, assigned and delivered it to these defendants and they are now the owners and holders thereof; that said balance is justly due to them.

Wherefore having plead herein they pray that plaintiff's petition be dismissed and that they recover their costs and they pay for judgment against the plaintiff for \$100.00 on their counter-claim and for \$44.50 with 6% interest from Dec. 4, 1905 subject to credit of \$22 paid May 10, 1908 on their cross-petition. They pray generally for their costs and for all proper relief.


C. E. Rankin
Attorney for the defendants.