

He states that on Octo. 16, 1914 said \$430 note was again renewed to said Bank as a note for \$270.20 due in six months and by agreement of Sanders, Kyler and the Bank said note sued on was retained and held as collateral security therefor.

He states that the \$270.20 note last referred to was the balance of the original debt and note of \$430.00, and was and is the same debt and the balance due thereon for which the note sued on was first pledged as collateral security; that the note sued on has at all times since Octo. 16, 1912 been held owned and possessed by said Bank, until June 20, 1915 as collateral security for the \$430 note and the balance due and owing thereon; that on all of said renewals Joe Sanders was surety and owned no part of the said debt, but all thereof was the debt of J. A. Kyler; that as such surety said ~~Exkxx~~ pledge and negotiation as collateral was 16 to him and for his benefit on Octo. 18, 1912.

He states that on June 20, 1915 the said Bank compelled him as surety of J. A. Kyler to pay off and satisfy said last named note of \$270.20, which he did as surety of J. A. Kyler, and at said time and place the said Bank transferred and delivered the note sued on herein to him together with the original note last mentioned of \$270.20; that since that time he has held and owned said note; that no part thereof has ever been paid and no part of the \$270.20 and interest which he was compelled to pay for Kyler. Wherefore he prays as in his original petition and generally for all proper relief and costs.

C.E.Rankin Atty for Plff.