

nished as above, and all of which was lost in said game; that all of said money was so furnished and lost in the game in which plaintiff was engaged, and participating as a player.

He says that the plaintiff well knew of the loss of said money at gaming, and knew of its being furnished as above stated for and used as above stated; that he knew it both at the time it was so furnished and also knew it later, and before the execution of the note sued on, and before any payment was made by plaintiff.

He says that the plaintiff <sup>before and during the playing of said poker game</sup> stood for this defendant in said game and guaranteed to those in, and playing in, and operating said game of poker ~~that~~ to pay any amount of money lost in said game by the defendant, and represented in said game and to the players thereof, and guaranteed, that his checks were, and would be, good.

He states that <sup>Several days</sup> after the game was played, and when plaintiff knew full well all of the facts herein stated, as to the loss of said money, <sup>in said poker game</sup> the purpose it was furnished for, and used in, and he himself having participated in the poker game, <sup>where the money was lost</sup> that the plaintiff in compliance with his guarantee to those operating and engaged in the poker game, paid off to those engaged in the game and operating it, said sum of \$119.00, and took up this debt's check and had it assigned and delivered to him.

He states that the note sued on is given for the amount of said check, less some payments made thereon, as are stated in paragraph No. 4 hereof, and may have been renewed in part or have added therein some interest; that this is the only consideration for said note, and said indebtedness arose in this, and no other, way.

4.... Defendant further answering, and by way of counterclaim, says that he paid to the plaintiff \$24.37 the proceeds of tobacco as shown by account sales attached marked No. 2 for identity; that he paid him \$15.00