

that is to say that that upon the non payment of any premium in advance the said policy of insurance should lapse and should be of no force and effect and would afford the assured no protection thereunder. Defendant says that he did not pay the note for the premium due December, 1, 1927; that the said policy was lapsed and that he received no protection thereunder since December, 1, 1927. Defendant futher says that there was no right, interest, profit or benefit accruing to the defendant or any one else for his use and benefit, nor any forbearance, detriment, loss or responsibility given or suffered nor undertaken by the plaintiff or anyone else for his use or benefit, ^{by reason of} ~~under~~ the said policy of insurance since December, 1, 1927. Defendant says that by reason of the aforementioned facts the said notes due December, 1, 1927, December, 1, 1928 and December 1, 1929 were executed without any consideration.

#4. Defendant without waiving any of the allegations in Paragraphs #1, #2, or #3, but reaffirming the same and making them a part hereof the same as if copied herein in full, says that he is unable to produce a copy of the said policy of insurance as his policy has been lost for two years. He says that the said insurance Company has not made an unconditional ~~promise~~ demand for payment of the said notes. He denies that he is ind bted to the said insurance company in any ammount.

Wherefore having fully answered, defendant prays that the plaintiff's petition be dismissed, for his costs and for all other relief to which he may appear entitled.

J. C. James
Attorney for Defendant

The above statements are true to the best of my knowledge and belief.

Subscribed and sworn to before me this the of August, 1928/