General Land Office

December 20th 1858-

In the contested case of Lane vs Jenkins tried at the Locality Land Office at the Le compton Land Office — the Counsel for Lane submits —

1. That the Testimony of Dr. Lykins and other witnesses — clearly shows that the witness Chapman first settled in his own right — in good faith on the Land in dispute — and so continued up to the time when he sold out to the Float —

2. In confirmation of this — When Mr Jenkins came up to Lawrence, after having advanced, and intending further to advance, supplies & money to Chapman, he told "Hopper that the Land was not his, but the Land of Chapman —

3. On the faith of this Chapman afterwards sold out in part to the Float and the residue to Lane —

4. The weight of Testimony undoubtedly shows that up to the time that Chapman sold to Lane he sold in good faith — & Lane bought of him in the same good faith, for a valuable consideration and without notice of Jenkins claim.

5. And even if there may a Secret understanding between Chapman and Jenkins (which the testimony

does not show) that Lenkins was to have the Land or any part of it, Lane the purchaser in good faith is entitled to hold the Land — Lenkins in such case is estopped by his own acknowledgements —

6. But why did Lenkins afterwards purchase of Lane an undivided half of the tract? Did he not thereby acknowledge & emphatically admit the Land was Lanes? —

5. The Office will readily perceive that the loose testimony of Patterson and other witnesses in reference to Lanes pretended admissions that he had sold to Lenkins, are all traceable to Lanes oath of his undivided half of the Land — "for that was evidently a solemn act — and in it they (Lane & Lenkins) "pledge their lives, their fortunes & their Sacred honors".

6. Do they even pretend that Lenkins ever bought & paid for the remaining or Lanes half? —

7. Did Lane give it gratuitously to Lenkins? —

8— The Testimony then of Dr. Lyking and Hopper together shows conclusively that Chapman originally for himself and in his own right — first settled on the Land, and erected himself a dwelling house and inhabited the same — & that Jenkins did not — and disclaimed owning it himself —

9. When Lane bought of Chapman he went upon the Land and complied with all the requirements of the Law as the Testimony shows — and Lane's settlement is of a older Man Jenkins's —

10. And the occasional or temporary absence of Lane from the Land — during the trouble in Kansas is in the testimony fully explained and accounted for — When he left, he left "animo revertendi" —

11. The Office, as I think, will attach no importance Whatever either to Chapman or to Patterson's testimony for reasons apparent on the face of the Record —

12. Surely Mr Jenkins, under no State of the case can hold this Land or any part of it — His contract with Lane is still in force — & that too in violation of the Act of Congress of 4th Sept. 1841 — and he refuses even to rescind it —

Lane has done all in his power to rescind it — and has rescinded it — He has delivered up & now they are in Court the two notes of Jenkins — that is the two notes he signed in favor of Lane for the purchase money — And Lane has tendered back to Jenking the money paid by Jenkins to Lane on the third note —