General Land Office

December 20th 1858 -

In the contested case of Lane vs Jenkins tried at the Locally Land Office at the Lecompton 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 was a secret understanding between Chapman and Jenkins (which the testimony