8 — The Testimony then of Dr. Lykins 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 way older than Jenkins's —

10. And the occasional & temporary absence of Lane from the Land — during the troubles 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's 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Lane has done all in his power to rescind it — and has rescinded it — He has delivered up & now they are in Court, the two notes of Jenkins — that is the two notes he signed in favor of Lane for the purchase money — And Lane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 Jenkins the money paid by Jenkins to Lane on the third note —