Let us suppose that Jenkins after having been driven from the claim and his goods put out of his house by Chapman Sykes Wood and others made his first settlement in the fall of '55 When his last house, the one he lives in now, was erected. i know in this case Lane cannot preempt. The evidence which he himself has produced settles this question See the contract signed by Lane and Jenkins, Exhibit U. Let it be remarked that this contract relates exclusively to the claim of Lane, the one he was then living on, and to the buildings of Lane on it: but has no reference to the claim or the buildings of Jenkins. In other words Lane while residing on the claim and after having made his settlement made a contract with Jenkins to give him (Jenkins) ½ of it in consideration of the $800. and ½ of the preemption money (see contract) These notes see exhibits were given by Jenkins to Lane and the money paid him (Lane) by Lindsey and other monies which he admits the receipt of from Jenkins and which he tendered back to Jenkins in John Hutchinsons office (see Hutchinson testimony page 30 of evidence) these notes and monies were given to Lane by Jenkins as a consideration for one half of Lanes claim and buildings. There are 3 conclusive facts which prove this = 1st The contract in writing produced by Lane himself. speaks of the agreement as one concerning the claim that Lane was then living