The contract in Writing produced by Linnell. Speaks of the agreement as one
Concerning the claim that Lane
was then living on that is the claim
that Lane claimed as a preemption
right. There is no reference even by
implication to any claim that Jenkins
was living on or claimed And since
the land was then unsurveyed it could
not be known or presumed that Lane
and Jenkins would fall on the same
claim Whether such a contract as Ex
hibit "A" will prevent Lane from preempting
the claim I will leave to the Register and
Receiver without argument deeming it too
plain for argument Gen Lane can make
no such contract concerning his own claim
without a violation of Law: nor can
Jenkins or any man Concerning his own
Claim: but Jenkins or any other man
may make such an agreement with
Lane Concerning his Lane's claim
There is no law or principle of Equity
forbidding Jenkins to make with Lane
such a contract as Exhibit "A"; or
if it were illegal ~~the~~ the illegality
would merely render the contract void
and incapable of being enforced: it
could not vitiate Jenkins right of pre-
-empting his own claim Concerning
which he had made no contract. Take
the contract and the notes and money
paid by Jenkins to Lane together and what
is the result: Manifestly that Lane
bargained away holy of his claim and

Body of the Claim