buildings to Jenkins ~~are~~ for a consideration and that consideration was the notes money &c. paid by Jenkins to Lane and Lane was to go on and finish the buildings dig a well &c. for the $800. (See Lindsay's testimony)

Again: that these notes money &c. were given to Lane for Lane's buildings claim or any interest in or chance of a claim is most unequivocally shown by the testimony of Lindsey. According to his testimony the contract between Lane and Jenkins was this: if the lines when the surveys were made ran between Lane's and Jenkin's houses throwing them on different quarters then Jenkins was to have ½ of Lanes claim and improvements, house &c. which he (Lane) agreed to finish and Jenkins was to pay him $800. These notes (Exhibit "S" were the consideration or a part of it, and it will be borne in mind that it was a contract Executed: for Lindsey (See his testimony) paid $75. and Geo Lane acknowledged the receipt of other monies which he offered in the spring of 1857 (See John Hutchinson's testimony p. 34) to refund, being the sum of $240.

The balance of the consideration all that was not already paid in money by Jenkins was in negotiable notes (See Exhibit "S") and this contract was a a contract executed by Jenkins on his part. But again according to Lindsey's testimony if the survey lines threw Lanes and Jenkins houses on the same quarter then Jenkins was to have

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