testimony if the Subpoena
Lanes and Jenkins houses on the same

quarter then Jenkins was to pay Lane
what his (Lane's) improvements should
be worth and Lane in that case
agreed to abandon the claim to Jenkins

Jenkins was to abandon nothing and
to sell nothing to Lane or any other person
in any case whatever: but Lane was
to sell in one case and abandon wholly
wholly in the other

Again look at the whole transaction
at that time between Lane and Jenkins
and see how plain it is that it was
Lane and not Jenkins who was selling
and abandoning or agreeing to do so: and
selling and abandoning his own (Lane's) property
or what he claimed as such. Jenkins paid
$800- Lane paid nothing - Does any man
in his senses suppose Jenkins agreed to let
Lane have a half of his own claim and
give him $800- besides to take it. And
he Jenkins get nothing in return? If Jenkins
paid $800- he paid to get something in return
and that something as Lane would claim
was to lose half his claim besides giving
away his $800- If Lane does not claim
this he claims nothing to the purpose and
the Counsel for Jenkins say that these three
proofs concur in showing what we contend
for these 3 things are - the Contract
itself, Lindsey's testimony, and the
very nature of the Contract itself and of
the case: and not a single item