of testimony to the contrary; when Lane's own proofs as well as those of Jenkins concur in establishing a proposition, it ought to be sufficiently proved. One thing further and enough on this point of the case the testimony of Lindsey is objected to by Lane ~~because~~ so much of it as relates to this contract because the contract is in writing and is the best evidence ~~of~~. To which we say = we are willing to leave the matter entirely to the language of the contract and maintain that standing on that instrument alone Lane cannot and there is no reason furnished by it why Jenkins cannot prevent this claim

Contract in Writing

But the objection to Lindsey's testimony is futile. Parol testimony according to the strict rules of Law cannot contradict a written instrument if the parol was made at the time the instrument was executed but if the contract or words varying it were afterwards the words may contradict and vary the writing. To the objection we answer 2 things 1st The contract as stated by Lindsey does not contradict but it explains the written contract; for ex ample after his testimony we know what was meant in the contract by the claim that Lane was then living on; we know that Lane did not understand that it was the same Jenkins was living on Lane thought the lines would run between them and contracted on that