Lane [illegible]
between them and [illegible]

Supposition Lindsays testimony also shows that neither party at that time claimed or pretended that Jenkins was selling or agreeing to sell any thing of his own but was buying of Lane Lindsays testimony is as good as a chapter of explanatory notes to this contract. But even if there is a variance it must be recollected that the conversation at which it was stated what the contract was between Jenkins and Lane was about the first part of October a month after the contract was made (7th Sept. '55) and the parties (this conversation was between Jenkins and Lane in Lindsey's presence) could if they saw fit vary their written contract or annul it altogether

Moreover it is a significant circumstance that this contract as well as nearly all other writings produced as Exhibits of importance by Lane are in Lanes hand writing though signed by other parties. We do not suppose that the land office will exclude important testimony to the sacrifice of truth and right

One other point; Exhibit "S." produced by Lane as served upon or read to ~~Lane~~ Jenkins by Lane in 1857 and signed by Lane ~~Claim~~ admits the contract and claims to rescind because Jenkins had failed to carry it out on his part. The office will take notice that although