divide ~~Lane's~~ the claim Lane was living on with Lane and furnish one half the preemption money. He did not fail in this because the time had not come ~~as~~ in 1887 and has not yet come when this could be done.

Wherein then had Jenkins failed to do as he had contracted. There ~~was~~ is not in the whole testimony one line or word showing it and there is as we have said the amplest proof to the contrary — Even from the witnesses of Lane himself There is a party known who ~~he~~ failed to keep his promises, and that party was Lane himself in ~~selling to Jenkins~~ agreeing to give Blood who had with Lanes consent rented Lane's house which Lane had sold (or the half of it) to Jenkins, of Jenkins — Lane sold to Jenkins and Blood ~~and~~ rented of Jenkins with Lanes consent and Lane promised possession and failed to give it. Lane also agreed (see Lindsey's testimony) to dig a well and finish the house, cellar, and build a kitchen to the house he had disposed of to Jenkins for the $800. This also he failed to do. He agreed also for the $800 — to give Jenkins the ½ of his claim which he now refuses to and not only refuses to do but in striving to defeat Jenkins in getting the claim which is honestly his and which he has already

Blood

half of it