paid for more than it was worth in 1855 It will be seen then that this notice - "Exhibit S" - and the offer by Lane to return the money and notes was a pretence and a sham: an endeavor to show that Jenkins had failed in his contract by a notice from Linsey and in contradiction of his own witnesses. While upon this matter of the money paid to Lane by Jenkins We will add that it appears from the evidence that on the 30th of May 1857 in John Hutchinson's Office Lane read to Jenkins the notice contained in "Exhibit S" and counted out the money which Jenkins had paid Lane for his improvements and then and there offered to refund the money as well as notes to Jenkins and rescind the contract. And it also appears that two days before by the testimony of Lane's witness, Shimmons, that is on the 28th of May 1857 at Lane's house. Jenkins claimed that Lane house was his, as he had bought it and paid $400. for it And Lane denied every thing denied that he had received any money of Jenkins - His language was according to the witness that he denied all of this every thing = Two days afterward he offered to refund the money which he denied ever having received This fact speaks for itself and shows the reckless and unprincipled course of Lane ———

Shimmons

For proof of this see Shi
page