Mark of Claim

easily explained by merely supposing what is intrinsically probable that there were negotiations varying in character and extent between the parties from time to time. The contract was entirely in September ~~August~~ for the half of the claim as shown by the contract and by Lindsey and there might have been inchoate contracts or arrangements ending in nothing definite until about the time of Lane's departure from the territory in March 1856 The slight discrepancies in the testimony may thus easily be accounted for without affecting in the least the result of the whole. One thing is clear that whatever may have been the prior arrangements or understandings when Lane came to leave the territory in March 1856 he had finally disposed of his house and claim to Jenkins & as is shown by his state=ment to Patterson the evening before starting.

The officers will read this whole testimony for themselves and we do not propose to comment upon it except in regard to the attempts to impeach it They show some evidence that Patterson in consequence of his injury was somewhat shattered in mind sympathetically, indulged in extravagant hopes and one instance of a failure of memory in remembering the execution of a deed: all this is with very little: and if Patterson were to conjure up imaginary conversations with real men (a very difficult thing from forgetfulness) it would be very

suppositions. Lindsey's testimony shows that neither Lane claimed or