Court: Mr. Lohr, I take it you don't see any picture of producing a greater income than the investment of the sale price by a reasonable expenditure on the property?

A No, the cost would be exhorbitant to renovate and place in condition to rent.

Court: Mr. Nusz, I didn't ask you one question and possibly I should have. With respect to that block building occupied by Mr. Winpigler, is that subject to any lease or can the purchase of this property get it as soon as possible?

A (Nusz) There is no existing lease that I would know of. I think the building was constructed by Winpigler himself. Mr. Smith permitted him to construct the building on that land.

Court: Well, does the arrangment permit Winpigler to remove the building prior to sale?

A I don't know if it could be moved. I think it would be possible.

Court: Wouldn't you check into that before you advertise for sale?

Q This is exactly right, your Honor. It would appear that he is a tenant at will with no known document indicating that the present occupant, Mr. Winpigler, has any right to remove the structure. It is, of course, attached to a firm foundation on the premises.

Court: On the other hand if he and Mr. Smith when they put the building up had an agreement that he could move it and if Mr. Smith ever wanted to sell it, it would be an enforceable agreement between the parties.

Q Before it is ever advertised for sale, this matter will be resolved to the satisfaction of the Committee and to the occupant.

Court: All right, I will be very glad to sign a decree.