

I might say in explanation that to my knowledge the parties to this cause have had in view the exchange sought to be made by this proceeding several years ago. By an examination of Exhibit "B" which is a plat of the proposed exchange of land between William Waltman Wenner and the children and Americus A. Wenner and his two sisters, the exchange sought to be made and its desirability to the respective parties is readily shown. The piece or parcel of land containing 198,500 square feet of land surrounded by a brown line, lies adjacent to the farm house and its curtilage which is occupied at present by William Waltman Wenner and his family and lies between the balance of the Wenner farm and the county road. It is surrounded by the land of which William Waltman holds as life tenant and which his children will eventually acquire under the will of Susan A. Wenner, Exhibit "A".

Because of its situation, lying as it does adjacent to the balance of the property occupied by William Waltman Wenner and his children, it is more valuable to the said William Waltman Wenner and his children and is necessary to the development of this part of the farm as a building lot proposition, a plan which Mr. Wenner and his children, I understand, are contemplating. The piece or parcel of land containing 204,000 square feet of land and surrounded on the plat, exhibit "B" by a red line is a portion of a real estate development which has been laid out by Americus A., Susan W. and Virginia R. Wenner. This parcel of land is necessary to complete the proposed development of this section of the farm and is in my judgment of more value to Americus A., Susan W. and Virginia R. Wenner than the portion sought to be exchanged. The piece or parcel of land bounded respectively by a brown and red line are of comparatively equal value, but for the reasons above stated, to wit the fact that each of the respective tracts would be more valuable to the parties who would receive same if the proposed exchange were consummated. I believe it would be to the advantage of all the parties concerned that the proposed exchange be made and that the 204,000 square feet tract which is indicated on Exhibit "B" as surrounded by a red line be sold and the proceeds invested in the purchase of the piece or parcel of land containing 198,500 square feet and indicated on said plat as surrounded by a brown line.

The right of way, a part of which is indicated on the plat Exhibit B follows a little stream and crosses the farm at a point where the farm is not of great value for either building or agricultural purposes. I believe that the \$500.00 which the Brunswick & Frederick R. R. Co. have offered for this right of way would be a fair and equitable price for the same.

To the General Interrogatory. A. Nothing further.

William C. Humm

Whereupon there being no other witnesses to examine and no further time being required for the production of testimony, at the request of the solicitors for the Plaintiff, the said Examiner closes the taking of testimony and the said Examiner hereby certifies that the foregoing are the direct and original depositions of the witnesses in this cause as the same were taken down in stenographic notes by Walter D. Mehrling, the Examiner's sworn clerk, read over to the witnesses and signed by them respectively; and the said Examiner herewith returns the same enclosed to Your Honorable Court.

Witness my hand and seal this 15 day of November, A. D. 1913.

Albert S. Brown (seal)

Examiner.

Costs of the foregoing testimony.

Albert S. Brown, Examiner, ebe day	\$4.00
Walter D. Mehrling, Examiner's clerk, one day	2.50
William C. Humm, Witness, one day	75
William H. Van Meter, witness, one day and mileage	3.05
Hoten B. Wenner, witness, one day and mileage	3.05
Total	\$13.35

Certified to

A. S. Brown,
Examiner.