

COMMONWEALTH OF PENNSYLVANIA

PUBLIC UTILITY COMMISSION

ORIGINAL

-----X  
Jacqueline Branch v. Philadelphia Gas Works. :

Billing dispute. :

Call of the Docket. :

Docket No.

Z-01651513

Initial hearing. :

-----X  
Pages 1 through 22

Hearing Room 1301

State Office Building

Broad and Spring Garden Streets

Philadelphia, Pennsylvania

DOCUMENT  
FOLDER

Tuesday, March 14, 2006

Met, pursuant to notice, at 1:30 p.m.

**DOCKETED**  
JUN 2 - 2006

BEFORE:

ANGELA T. JONES, Administrative Law Judge

APPEARANCES:

JACQUELINE BRANCH

1015 East Cliveden Street

Philadelphia, Pennsylvania 19119

(Pro Se)

LAURETO FARINAS, Esquire

800 West Montgomery Avenue

Philadelphia, Pennsylvania 19122

(For Philadelphia Gas Works)

*J.M.*

RECEIVED  
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Commonwealth Reporting Company, Inc.

700 Lisburn Road

Camp Hill, Pennsylvania 17011

(717) 761-7160

1-800-334-1063

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WITNESSES

DIRECT   CROSS   REDIRECT   RECROSS

Jacqueline Branch  
(By the Judge)

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P R O C E E D I N G S

1  
2 ADMINISTRATIVE LAW JUDGE ANGELA T. JONES: This is the time  
3 and place for the matter of Jacqueline Branch versus Philadelphia Gas  
4 Works at Docket Z-01651513. I am Administrative Law Judge Angela T.  
5 Jones appointed by the Commission to preside over this matter.

6 I note the appearances of Ms. Jacqueline Branch at 1015 East  
7 Cliveden Street in Philadelphia representing herself, and Laureto Farinas,  
8 Esquire, representing PGW, better known as Philadelphia Gas Works.

9 Ms. Branch, I have read your complaint. Essentially, you are  
10 disputing a \$600 charge that you feel was inappropriately charged?

11 MS. BRANCH: Yes.

12 JUDGE JONES: And Mr. Farinas, I have read the Company's  
13 answer as well as their exhibits and I have a couple questions but before I  
14 get into that, have the parties discussed settling this matter?

15 MR. FARINAS: I just recently made Ms. Branch the offer to do so.  
16 I don't mind telling you in front of the Judge that PGW tends to be very  
17 generous. We can't erase your bill but we can come to a compromise.

18 MS. BRANCH: The only dispute I have is because each time I  
19 contacted them, I got two different reasons for the billing on there. I even  
20 spoke to a number of people in the office and I was like pushed aside even  
21 by the supervisor. That is the only reason for being here. If you could have  
22 gave me a direct answer on what the cause was, I wouldn't be here. This  
23 is like five or six years or almost eight years and you finally find the  
24 problem that you couldn't find?

25 JUDGE JONES: Okay, let me stop you there. Essentially, what you

1 are reiterating is what you have in your complaint, that you are frustrated  
2 with your contact with the company?

3 MS. BRANCH: Yes.

4 JUDGE JONES: And that you want a reasonable explanation for the  
5 charge and you are unable to get a reasonable explanation with your  
6 contact with the company thus far?

7 MS. BRANCH: What they gave me still wasn't satisfactory.

8 JUDGE JONES: So I take it your answer is no, you do not wish to  
9 discuss with the Company?

10 MS. BRANCH: If I say yes, that is my charge.

11 JUDGE JONES: No, that is not correct, ma'am. The settling is  
12 something that is out of my earshot. However, you can discuss it with the  
13 company and perhaps the charge can be reduced. It is a negotiation  
14 session. You may find that they may be very generous with their  
15 negotiations, as oppose to you being at risk for me finding that the charge  
16 is exact and that you have to pay it. That is your decision. If you should  
17 choose that you want your day in court no matter what the Company says,  
18 then it would be fruitless for you to go through these negotiations.

19 MS. BRANCH: Okay.

20 JUDGE JONES: It is my practice however, to offer to the  
21 Complainant a chance to settle through negotiations. If you should choose  
22 not to do that, we will go ahead and I will hear your dispute on the record.  
23 I may give you a chance after I hear your dispute to give you another  
24 chance to negotiate with the Company or I may not. It depends on what I  
25 hear before me, but it is entirely up to you, Ms. Branch.

1 MS. BRANCH: I really don't feel like I want to. I will go ahead and  
2 have my day in court.

3 JUDGE JONES: Okay, very well. Ms. Branch, sit in front of me and  
4 I will swear you in and then I will ask you a couple questions.

5 MS. BRANCH: Okay.

6 JUDGE JONES: Raise your right hand, ma'am.

7 Whereupon,

8 JACQUELINE BRANCH

9 having been duly sworn, testified as follows:

10 DIRECT TESTIMONY

11 JUDGE JONES: Okay. Do you have with you the Company's  
12 answer?

13 THE WITNESS: When you say "the Company's answer," which one  
14 are you speaking of?

15 JUDGE JONES: There is a document dated October 5, 2005.

16 THE WITNESS: Yes, it's right here.

17 JUDGE JONES: And it has an exhibit that is attached to it.

18 THE WITNESS: And I didn't understand what it was. I had no idea  
19 what it was.

20 JUDGE JONES: I want to make sure that I understand what you  
21 are disputing because in explaining to me your response to whether I  
22 wanted to allow you to have settlement negotiations, you said something  
23 about this being seven or eight years ago. I want to make sure that I  
24 understand the exact facts and that is why I want to make sure that you  
25 have this document in front of you.

1 THE WITNESS: Okay.

2 JUDGE JONES: Now, lets look at what the Company has marked as  
3 Exhibit A, and this is a history request report for your account. If you  
4 would turn with me to page 3 of 8. It has 3 of 8 at the bottom left hand  
5 corner.

6 THE WITNESS: Yes.

7 JUDGE JONES: And if you would look in the column that's marked  
8 "Read Code" at the top and that is the eight column over from the left.

9 THE WITNESS: I see it.

10 JUDGE JONES: Look down at the column and you will see a Y and  
11 then you will see a R.

12 MS. BRANCH: Okay, I do see that.

13 JUDGE JONES: Now, if you look at the Y column and you look at  
14 the current balance connected to that Y column before the R, that balance  
15 is \$287.56. Do you see that?

16 THE WITNESS: Yes.

17 JUDGE JONES: And then you look at the R row and you see the  
18 current balance next to that?

19 THE WITNESS: Right.

20 JUDGE JONES: And that balance is \$845.36. Do you see that?

21 THE WITNESS: I see that.

22 JUDGE JONES: Now, do you see the corresponding dates between  
23 the Y and the R?

24 THE WITNESS: Yes.

25 JUDGE JONES: I think it says "Trans Date," but I believe it means

FORM 1

1 transaction date. It is the first column.

2 THE WITNESS: Okay, I see that.

3 JUDGE JONES: Okay. You see the transaction date corresponding  
4 to that Y that we just looked at?

5 THE WITNESS: Yes.

6 JUDGE JONES: That is 2000.

7 THE WITNESS: Okay.

8 JUDGE JONES: And then you see the transaction date  
9 corresponding to the R that we just looked at?

10 THE WITNESS: 2001?

11 JUDGE JONES: Yes. December 2001 and then January 2001?

12 THE WITNESS: Yes.

13 JUDGE JONES: I believe that is the charge that you are disputing  
14 because that is around a \$600 and that is the first time that I saw that, so  
15 I believe that is the time frame that we are talking about. Now, do you  
16 have anything to show me that that is not the time frame?

17 THE WITNESS: No. I wasn't even aware until - this bill jumped  
18 when the gas hike was going on all over the City and I got a bill for \$800,  
19 so I say for one month, I can't have a \$800 bill. I didn't bother myself  
20 about it because it said "investigate" on my bill, so I figured that they were  
21 going to adjust this.

22 JUDGE JONES: Okay. I realize that you want to make sure that I  
23 have all the information that you know, but I need for you to answer me so  
24 I can understand and we need to go slowly so that they can follow.

25 THE WITNESS: Okay.

1 JUDGE JONES: My question to you is, do you have anything to  
2 show me that this is not the time frame that we are talking about?

3 THE WITNESS: No.

4 JUDGE JONES: Okay. But you would agree with me that the time  
5 frame that I looked at in this exhibit has an almost \$600 difference  
6 between one date and the next bill date?

7 THE WITNESS: Yes.

8 JUDGE JONES: Okay. So as far as you know, it was a bill that  
9 happened in the past?

10 THE WITNESS: Right.

11 JUDGE JONES: It was not this year?

12 THE WITNESS: Right.

13 JUDGE JONES: And you are saying that it was a \$600 jump in your  
14 bill?

15 THE WITNESS: Yes.

16 JUDGE JONES: Okay, but as far as you know, you do not have any  
17 bills with you to show me the actual time that this occurred?

18 THE WITNESS: I didn't know what this meant, so I couldn't look at  
19 this year.

20 JUDGE JONES: I understand.

21 THE WITNESS: I brought bills with me though.

22 JUDGE JONES: Do you have a bill with you that shows me the  
23 \$600 charge that you are disputing?

24 THE WITNESS: No, I don't have any for 2000.

25 JUDGE JONES: All right, let me ask you this. Are you the sole

1 person living in your apartment?

2 THE WITNESS: I live alone.

3 JUDGE JONES: And it is a second floor from your complaint?

4 THE WITNESS: It is a second floor, yes.

5 JUDGE JONES: And the owner lives on the first floor?

6 THE WITNESS: Yes.

7 JUDGE JONES: And you are responsible for just your gas?

8 THE WITNESS: Yes.

9 JUDGE JONES: What appliances are in your apartment? You use  
10 gas?

11 THE WITNESS: Yes. It is just my heat and my stove, which I don't  
12 cook very much.

13 JUDGE JONES: So the only appliances that you use the gas for  
14 would be your stove and then you use the gas for heat?

15 THE WITNESS: Yes.

16 JUDGE JONES: Do you - you don't have a gas hot water heater?

17 THE WITNESS: No. I mean, the owner has one. That is where the  
18 water heat comes from.

19 JUDGE JONES: Okay. So there is a gas water heater and are you  
20 responsible for the water?

21 THE WITNESS: No.

22 JUDGE JONES: So the owner pays for the water?

23 THE WITNESS: Yes, he does.

24 JUDGE JONES: But there is a gas water heater?

25 THE WITNESS: Yes, there is a gas water heater. I know that when

1 the water is not too hot, I ask him can he turn it up and he turns it up but I  
2 haven't been down the basement.

3 JUDGE JONES: You don't have a gas dryer?

4 THE WITNESS: No.

5 JUDGE JONES: Okay. Since 2000, you have been the only person  
6 occupying this apartment?

7 THE WITNESS: Yes, ma'am.

8 JUDGE JONES: Okay. Is there anything else that you wish to tell  
9 me about your dispute? I understand that you have tried to contact the  
10 Company and you have not been satisfied with your contest with the  
11 Company in clearing up this matter. Is there anything else that you wish  
12 to tell me?

13 THE WITNESS: What really got me was when they told me I am  
14 going to this hearing and they said I have to pay \$141.00, which was very  
15 strange, but I paid the \$141.00. They told me that I had to pay \$141.00  
16 until I come to this hearing.

17 JUDGE JONES: Okay, wait. They told you that you had to pay  
18 \$141.00 because?

19 THE WITNESS: Until I come to this hearing because they wanted  
20 the thing to be investigated. They gave me a certain amount.

21 JUDGE JONES: Do you have that with you?

22 THE WITNESS: I do have it. It states that I have to pay \$141.00.  
23 This is the one.

24 JUDGE JONES: Okay.

25 MR. FARINAS: She is referring to the budget amount in the BCS

1 decision, Your Honor.

2 JUDGE JONES: All right. So you are a budget customer?

3 THE WITNESS: I wasn't until the amount came on, and so they  
4 insisted that I get on the budget because for some reason, it kept being  
5 high and I couldn't afford \$300.00 a month, so they put me on the budget  
6 but the system kept kicking me out. They wanted \$300 and after five or  
7 six months, the system kicked me out. That is why I was on the budget  
8 originally.

9 JUDGE JONES: When you initially saw the \$600.00 increase on  
10 your bill, you say it said, "investigate?"

11 THE WITNESS: Yes. Once I got it, I called and they said they  
12 would investigate.

13 JUDGE JONES: What did you pay for your gas, because you did  
14 use some gas?

15 THE WITNESS: My normal gas bill could be \$100.00.

16 JUDGE JONES: So as far as you remember, you paid \$100?

17 THE WITNESS: I paid that amount, yes.

18 JUDGE JONES: At that time, did the Company say anything to you  
19 about paying budget?

20 THE WITNESS: No. They put me on an agreement. They call it an  
21 agreement.

22 JUDGE JONES: Okay. So you are on a payment plan?

23 THE WITNESS: Right.

24 JUDGE JONES: And you had to pay a designated amount?

25 THE WITNESS: Yes.

1 JUDGE JONES: And you had to pay that amount monthly?

2 THE WITNESS: Yes.

3 JUDGE JONES: All right, and then there came a time when your bill  
4 was \$300 and you couldn't pay that?

5 THE WITNESS: No. When I first got on the budget, because of the  
6 amount - I paid \$101.00 but somehow, the system kept kicking me out  
7 and then I got a letter to cut the gas off and then they said I have to pay  
8 \$300.00 again.

9 JUDGE JONES: Ms. Branch, I hear you saying several things, so  
10 lets go slower. They told you that you had to pay \$101.00?

11 THE WITNESS: Yes.

12 JUDGE JONES: So you paid that every month?

13 THE WITNESS: Yes.

14 JUDGE JONES: And then five or six months would pass and -

15 THE WITNESS: I am not sure of the length of time. I know a  
16 couple months pass and they I would get a shut off notice.

17 JUDGE JONES: And the reason you got the shut off notice was  
18 because?

19 THE WITNESS: They said I still had a running balance. Even  
20 though it was \$600.00, it went to \$1,100.00.

21 JUDGE JONES: Okay. So the balance was accruing and although  
22 you were paying \$101.00 every month, the Company wanted you to pay  
23 towards the balance?

24 THE WITNESS: Yes.

25 JUDGE JONES: So they would send you a shut off notice?

1 THE WITNESS: Yes.

2 JUDGE JONES: Now you can continue.

3 THE WITNESS: I would call them and ask them the reason for the  
4 shut off notice and they said I have a balance. I said that I was told that  
5 someone would look into it to keep me from getting shut off and they said,  
6 "you are going to have to pay the \$300." I got it from my son because I  
7 don't have that kind of money.

8 JUDGE JONES: So you paid the \$300?

9 THE WITNESS: It was paid and I started paying \$101.00 again and  
10 somehow it happened again. The same thing would happen again.

11 JUDGE JONES: So you made it clear to the Company that you were  
12 disputing the \$600.00?

13 THE WITNESS: Yes.

14 JUDGE JONES: So the Company would send you a shut off notice  
15 and they would tell you that you have to pay X amount?

16 THE WITNESS: Yes.

17 JUDGE JONES: So you would pay the X amount and then you  
18 would go five or six months and then the Company would say that you  
19 haven't paid towards this outstanding balance and again you would say, "I  
20 am disputing the outstanding balance," and they would say that in order  
21 for you to keep your gas on, you have to pay X amount. You would pay  
22 the X amount and then some time would pass by. Am I understanding you  
23 correctly?

24 THE WITNESS: Yes, that's correct.

25 JUDGE JONES: All right. Is there anything else that you wish to

1 tell me?

2 THE WITNESS: Yes. In the midst of paying the \$141.00 - as I told  
3 you, I paid the beginning of May. That is when I - on May 29<sup>th</sup>, I paid  
4 \$141.00.

5 JUDGE JONES: May 29, 2005?

6 THE WITNESS: Yes, and the next bill said \$53.00. I was going by  
7 the letter that says "you have a court date," so I paid the \$53.00. The  
8 next month it was \$139.00, so I paid the \$139.00 and then I got a letter  
9 saying that they were going to shut me off because I didn't keep the  
10 agreement. So I wrote a letter saying that I would resume the \$141.00  
11 because it seemed to be a mix-up. I started paying the \$141.00 because it  
12 seems to me like they were trying to confuse me.

13 JUDGE JONES: Let me ask you this. Do you have the letter that  
14 says to pay the \$53.00?

15 THE WITNESS: You mean -

16 JUDGE JONES: You said there was a letter that you agreed to pay  
17 \$141.00 and then there was a letter that came to pay \$53.00?

18 THE WITNESS: It was a bill. I apologize.

19 JUDGE JONES: It was a bill to pay \$53.00?

20 THE WITNESS: Right.

21 JUDGE JONES: Do you have that?

22 THE WITNESS: Yes, I do.

23 JUDGE JONES: Okay. This is the only copy? You don't have any  
24 other copies with you, Ms. Branch?

25 THE WITNESS: What do you mean? Like a second copy?

1 JUDGE JONES: Did you make copies of this?

2 THE WITNESS: No, I didn't.

3 JUDGE JONES: For identification purposes, we will mark this as  
4 Complainant's Exhibit No. 1.

5 (Whereupon, the document was  
6 marked as Complainant's Exhibit  
7 No. 1 for identification.)

8 JUDGE JONES: Complainant's Exhibit No. 1 appears to be a PGW  
9 bill for the time frame of June 20, 2005 through July 20, 2005, and in bold  
10 is the amount of \$53.00 and total amount due by August 15, 2005.

11 Now, I believe after you received this bill, you said something  
12 about a bill for \$139.00?

13 THE WITNESS: Yes. This is the bill here.

14 JUDGE JONES: Okay. We will mark this for identification purposes  
15 as Complainant's Exhibit No. 2.

16 (Whereupon, the document was  
17 marked as Complainant's Exhibit  
18 No. 2 for identification.)

19 JUDGE JONES: Complainant's Exhibit No. 2 appears to be a PGW  
20 bill for the period of May 19<sup>th</sup> through June 20, 2005. In bold is the  
21 amount of \$139.00 and corresponding to that amount in block is "total  
22 amount due by July 15, 2005."

23 So Ms. Branch, the \$139.00 bill actually came before the \$53.00  
24 bill because as far as the dates are concerned, the \$139.00 bill occurred for  
25 the period of May through June, while the \$53.00 bill occurred for the

1 period of June to July. Okay, I just want to make sure that I understand  
2 what I am seeing.

3 THE WITNESS: Yes.

4 JUDGE JONES: Okay. Anything else you wish to tell me about  
5 your complaint, Ms. Branch?

6 THE WITNESS: The reason why I came is just to find out the two  
7 different reasons and nobody could explain why I got two different reasons.

8 JUDGE JONES: The reason you came is to find out the reason that  
9 you got the charges, regardless of the reason that the Company has given  
10 you. You want to know what is the real reason behind them charging you  
11 the \$600.00; is that correct?

12 THE WITNESS: Yes.

13 JUDGE JONES: All right. Is there any other evidence that you wish  
14 for me to consider?

15 THE WITNESS: I have a signed letter from my landlord stating that  
16 they were never contacted.

17 JUDGE JONES: I cannot take a letter. I need the actual witness  
18 because the Company needs to be able to have a chance to cross-examine  
19 the landlord.

20 THE WITNESS: Okay.

21 JUDGE JONES: Okay, Mr. Farinas. This witness is available for  
22 cross.

23 MR. FARINAS: Your Honor, if I may, from what I have heard thus  
24 far, if Ms. Branch is willing, I have the actual reason. I have the  
25 documents to show and if you are a little patient, I will show you and make

1 you a settlement offer. I believe that the bill is correct but I am willing to  
2 make this offer for your convenience. What I can't do is erase it entirely  
3 but if you give us the opportunity to explain, you will see that it has to do  
4 with the estimation of your bill for that period and then the timing of your  
5 payments. It seems like you were on the agreement and then you may  
6 have not met the deadline and they took you off the agreement. I can  
7 show you numbers in black and white but if there is nothing I can do to  
8 convince you, then we should proceed.

9 JUDGE JONES: Let me interject, Mr. Farinas.

10 MR. FARINAS: Okay, Your Honor.

11 JUDGE JONES: Ms. Branch, while it is the Commission's policy to  
12 encourage settlement, we do not force the Complainants to settle. Let me  
13 say however that if I were you, I would actually hear what Mr. Farinas is  
14 willing to provide as far as explanation as well as an offer. Perhaps you  
15 may want a counter offer or perhaps you may want to see how far you can  
16 negotiate with him and if you are unsatisfied after that, then there is no  
17 harm for you to come back and we can continue your dispute. However, I  
18 think that it would be harmful for you not to at least hear Mr. Farinas and  
19 what he is willing to provide to you and just go ahead and provide the  
20 documents that you have thus far to me for me to decide your dispute.

21 I do caution you that I am not able to hear your settlement  
22 negotiations. I can tell you however, that the Company is not as bound as  
23 the Commission as far as resolving matters. The Company can do some  
24 things that the Commission cannot do in order to resolve a matter. I am  
25 bound by the law and the law is somewhat stringent. The Company

1 however, because it is their bill, they can decide, well maybe we won't do  
2 it this time because this is your first time or something of that nature.

3 That being said, again there is an offer for us to go off the record  
4 and for you to negotiate with the Company. However, it is out of my  
5 earshot. I will allow you ten minutes or so and then I will check back to  
6 see if you are making any progress. If you are, I will allow you some more  
7 time and if you are not and you wish to come back and have your day in  
8 court, we will do that. It is up to you, Ms. Branch.

9 THE WITNESS: I will hear him. I will hear what he has to say.

10 JUDGE JONES: Very well. We are off the record.

11 (Recess.)

12 JUDGE JONES: We are back on the record and does either  
13 Ms. Branch or Mr. Farinas wish to tell me what occurred or a summary of  
14 what occurred?

15 MR. FARINAS: Yes, Your Honor. Ms. Branch has graciously agreed  
16 to settle this matter with PGW and the terms of the settlement are as  
17 follows. Following the most recent payment that Ms. Branch made on  
18 March 3, 2006 of \$141.00, Ms. Branch's balance as of this date is \$707.19.  
19 PGW will waive the late payment charges in the amount of \$170.00 and will  
20 add an additional credit in the amount of \$125.00. That will reduce the  
21 current balance to \$412.19. Ms. Branch has agreed to be in a payment  
22 arrangement consisting of \$105.00 a month plus \$36.00 towards the  
23 arrears for a period of 12 months.

24 JUDGE JONES: And Mr. Farinas, will you be providing the  
25 Commission with a Certificate of Satisfaction?

1 MR. FARINAS: Yes, Your Honor. I will file a Certificate of  
2 Satisfaction and reduce the terms of the settlement to writing and I will  
3 also send it directly to Ms. Branch.

4 JUDGE JONES: Okay. Ms. Branch, you have graciously decided to  
5 settle this matter. However, what I have talked with Mr. Farinas, you may  
6 not have understood everything and I am going to try to explain to you the  
7 implications on you.

8 THE WITNESS: Okay.

9 JUDGE JONES: Mr. Farinas who is representing the Company will  
10 put what you have agreed to in writing. He will also provide that to the  
11 Commission and say that the matter has been settled. However, in telling  
12 the Commission that the matter has been settled, he will also state that  
13 you have ten days to decide whether or not you want to continue in the  
14 settlement or you decide that you were pressured and you don't want this  
15 and I want my day in court. You must then provide in writing to the  
16 Commission, that this is what you have decided and you don't want the  
17 settlement and that you want your day in court. What the Commission will  
18 do is then set another hearing and wipe out your settlement, so that you  
19 will no longer be under the terms of the settlement. You will be  
20 responsible for your bill, you will have to pay your bills timely, and we will  
21 arrange again for a hearing for you to provide the Commission information  
22 on what you are disputing.

23 THE WITNESS: I understand.

24 JUDGE JONES: However, if you should decide not to do that and  
25 that you think the terms of the settlement are fair to you, then you may

1 abide by the terms of the settlement. If you do not, the Company is in full  
2 rights to ask for everything that they are owed. Do you understand that,  
3 Mr. Branch?

4 MS. BRANCH: Yes, I do.

5 JUDGE JONES: Very well. Mr. Farinas, is there anything else that  
6 you wish to have me hear?

7 MR. FARINAS: Nothing further today, Your Honor.

8 JUDGE JONES: Okay. Thank you very much and we are  
9 adjourned.

10 MR. FARINAS: Thank you, Your Honor.

11 (Whereupon, at 2:16 p.m., the proceedings were concluded.)  
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C E R T I F I C A T E

I hereby certify, as the stenographic reporter, that the foregoing proceedings were taken stenographically by me, and thereafter reduced to typewriting by me or under my directions; and that this transcript is a true and accurate record to the best of my ability.

COMMONWEALTH REPORTING COMPANY, INC.

BY: Georgette McEwan  
Georgette McEwan

RECEIVED 17 FEB 1960  
SECRETARY'S OFFICE