BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

EXCEPTIONS OF LAWRENCE KINGSLEY, COMPLAINANT

Overview

Pursuant to 52 Pa. Code § 5.533, the complainant Lawrence Kingsley takes exceptions of dismissal of his formal complaint, entered on June 15, 2022. For the reasons stated below, he believes that this judgment not only was contrary to the evidence, but procured through egregious violations of PUC rules and standards of Pennsylvania jurisprudence.

The complainant's pleadings give the full context of each exception. The following exceptions accordingly only will summarize leading examples of this material. Short quotes are taken from some of these pleadings, but there is no attempt to paraphrase entire documents.

Nature of the Case

On March 19, 2020 the complainant filed an informal complaint (BCS Case Number 3682784) against PPL Electric Utilities ("PPL"). He alleged excessive vegetation management by PPL, which was really mismanagement—namely, "butchering" of trees on his private property, where PPL deemed the trees too close to its wiring. The trees still have not recovered from this assault on them.

The parties resolved this informal complaint when PPL agreed to notify the complainant in advance of any future work, but PPL never did so. Prior to filing the formal complaint which concerns us, the complainant found unannounced PPL contractors on his property ready to "whack" his trees again. These contractors answer only to PPL. They are paid by the job and wish to move rapidly through a neighborhood with least cost to themselves. Having to notify homeowners of intended work and obtain consent for intended work is not in the contractor's financial interest. Longtime residents of the complainant's neighborhood report that PPL or its agents have never contacted them about intended tree trimming.

Since there was no "teeth" in the parties' 2020 settlement—PPL and contractors could do as they please without penalty—the complainant sought to strengthen the prior agreement through the formal complaint now in question. Although ideally all wiring should be placed underground, as 52 Pa. Code §57.84

requires for new construction, he recognizes that PPL is reluctant to invest in the future of Pennsylvania in this respect,[1] and he has made clear that he merely seeks verifiable, realistic (e.g., three week) advance notice of non-emergency vegetation management planned by PPL on his property. PPL should give him time to contest excessive tree work with the aid of photographs and expert testimony, whether in dialog with PPL, through PUC, or a temporary injunction. PPL in contrast wants complete freedom to wreck havoc on private property.

Independent of this complaint, PPL has committed to notification of vegetation management in two documents, but hypocritically never adhered to these commitments. One document is PPL's Document LA-79827-8 filed with PUC and entitled (with PPL's capitalization) "Specification For Initial Clearing and Control Maintenance Of Vegetation on Or Adjacent To Electric Line Right-of-Way through Use Of Herbicides, Mechanical, And Handclearing Techniques." A second document where PPL acknowledges need to notify customers is found in PPL's "Distribution and 69 kV Vegetation Management Specification," which

[1] Underground wiring would remove the danger of fire and electrocution from fallen wires and outages during storms, while removing aerial clutter that spoils the landscape. PPL's entire service area should be retrofitted, just as Pacific Gas and Electric in California is placing 10,000 miles of wiring underground to prevent forest fires from downed wires. (See: *The Wall Street Journal* article from July 22, 2021, found at https://www.wsj.com/articles/pg-e-in-reversal-to-bury-power-lines-in-fire-prone-areas-11626905920). PPL thereby could save the annual cost of vegetation management and the litigation cost of unwise policies, but also earn revenue by burying fiber optic cables with its wiring. Fiber optic is considered the ideal solution for the "last mile" to homes in our increasingly networked, Internet-dependent world.

states: “Verbal notification of the intent to prune trees is required with all customers involved.”

Inasmuch as the dismissal of the formal complaint replaces the previous judgment, the complainant is now worse off for bringing the new complaint, than he was after the informal complaint. To no avail, he asked Judge Buckley to incorporate the previous ruling in his decision—it at least was a start—but Judge Buckly spurned him.

Hundreds of complaints filed with PUC and the Better Business Bureau show that the complainant is hardly the only Pennsylvania homeowner upset with PPL.[2] Without warrant PPL acts as though it has eminent domain throughout its service area and is entitled to invade private property, remove trees or amputate tree limbs, and poison wells and waterways in the runoff of herbicide applied liberally wherever PPL wishes. If PPL believes that PUC has licensed it to run amuck at will, either PPL is exceeding its authority or PUC has placed blind loyalty to a Boston-based company ahead of property rights in Pennsylvania. PPL is owned by PCG Partnerships, which is incorporated in Delaware, but has its principal offices at 40 Broad Street in Boston. “PPL operates regulated utilities throughout the United States and the United Kingdom, delivers natural gas to customers in

[2] See complaints on PUC’s own Website and Exhibits appended to the complainant’s Amended Complaint.

Kentucky and generates electricity frompower plants in Kentucky."[3] PPL is known for hard knuckle, cost saving tactics in opposition to the will of the communities in which it operates.[4]

Judge Buckley appears to have decided that "whatever is is right" and that fault should be found with the complainant merely for questioning an incumbent utility company. The complainant's attempt to state the truth was thus portrayed as "invective" against PPL which the court must have considered its mission to defend. The upshot was a series of prejudicial rulings inconsistent with the facts and the Public Utility Code.

Inappropriately, Judge Buckley refused to compel discovery and rejected such pleadings as the complaint's Preliminary Objections to PPL's Answer, Motion for Declaratory Judgment, pre-trial Memorandum (which the judge inaccurately considered a post-trial brief), several Motions for Reconsideration, letters attempting to set the record straight, and the parties' Joint Motion for Continuance. He also terminated germane trial testimony by the complainant. The result was to deny the complainant significant evidence and, by repetitive assaults, to serve him up wounded and unfairly besmirched for slaughter. It is shocking that the judge not only denied properly filed motions and memoranda, but struck a number of them

[3] Memorandum Opinion, *PPL Corp. et al v. Riverstone et al*, Delaware Court of Chancery Case No. 2018-0868-JRS.

[4] See complainant's Memorandum dated Oct. 5, 2020.

from the record. We have to wonder if he was trying to suppress dissent or also trying to deny the complainant an appellate record.

1. There is a stunning lack of evidence for the judgment in question. Under Pennsylvania jurisprudence, in comparison, all assertions in the complaint are taken as true unless the defendant can come forward with clear and convincing evidence to the contrary. PPL has not done so.

Pennsylvania and U.S. Courts are uniformly agreed that "the Court will take Plaintiff's statements of fact as true, unless contradicted in the record." (*Covington v. Hamilton Twp. Bd. of Educ,* Civ. No 08-3639 (FLW) (D.N.J. Jun. 15, 2015). See also: *Bykowski v. Chesed, Co.*, 625 A.2d 1256 (Pa. Super. Ct. 1993) ("All averments of fact properly pleaded in the adverse party's pleadings must be taken as true, or as admitted, unless their falsity is apparent from the record"; *Holiday v. Bally's Park Place, Inc.*, Civ. A. No. 06-4588, 2007 WL 2600877, E.D. Pa. Sept. 10, 2007 ("The court must generally accept as true the allegations in the complaint, unless they are contradicted by defendant's affidavits"); and *Bell Atlantic Corp. v. Twombly***,** 550 U.S. 544 (2007) (U.S. Supreme Court made clear that a court at the motion-to-dismiss stage is to consider not just "whether the factual allegations are probably true. We made it clear, on the contrary, that a *court must take* the allegations as true").

PPL was unable to proffer any credible evidence in support of its defense—no

photographs, no affidavits, and no depositions. None of PPL's witnesses had firsthand knowledge of the disputed facts and thus were unable to offer credible rebuttal to the complainant's principal contentions, namely that:

A. PPL breached § 1501 of the Public Utilities Code because its vegetation management on the complainant's property was neither safe nor reasonable, but instead excessive.

B. PPL breached § 1502 of this Code, subjecting the complainant to "unreasonable prejudice or disadvantage," by not adhering to the requirements of § 1501 of this Code, by not employing other means for safe and secure electric service, and by elevating the pecuniary interests of PPL's Boston owners over the property rights of Commonwealth property owners like the complainant.

C. Contrary to § 1501, the notification of intended work was never "adequate . . . safe, and reasonable," but rather missing altogether. A feigned knock of the door (or none at all), surprise visit ("Here we are!"), or any notice that fails to give one adequate time to respond should be considered unreasonable.

D. By refusing to adjust the billing at the complainant's address, PPL has violated the standard for "fair and equitable residential public utility service" within the definition of Title 52 § 56.1.

The judgment at bar ignores the fact that PPL has never produced a document showing a right-of-way on the complainant's property—PPL had no right to trim

the complainant's trees if it had no right to be on the property in the first place. The document which PPL pretends to grant a right of way on this property (Exhibit 1) pertains to the township of Martic Forge, which is nowhere near the complainant's property. PPL's witness at the July 20, 2021 hearing also acknowledged that no property owner's signature appears on this document, and neither the complainant nor previous owners of the property assigned rights to the property to anyone else. (Transcript at 110,lines 17-25 to 111 at 1-6).

2. At the July 20, 2021 hearing PPL similarly had no credible evidence from its lone witness and top manager for vegetation management, Tyler Marino.

Mr. Marino testified that he was not employed by PPL when PPL "attacked" the complainant's trees and thus had no personal knowledge of the disputed facts. (Transcript at 100,lines 8-18; 107, lines 23-25). Nor, according to his testimony, did PPL have any computer system installed at the time of the disputed work that could tell him even when the work occurred. (Transcript at 92,lines 8-10). He thus could not say whether this work complied with PPL's policies about vegetation management. (Transcript at 108, lines 1-7).

He acknowledged that there was no record that the complainant was ever notified of the intended work. (Transcript at 98,lines 2-16; 105, lines 19-21). Routinely, he said, PPL has no follow-up with the property owner about whether notification ever occurs. (Transcript at 103, lines 221-225, to 104, lines 1-3).

Nor does he have any records of whether contractors adhere to PPL guidelines about trimming tree limbs only within 15 feet of PPL's wiring. (Transcript at 108,lines 1-7).

He furthermore testified that PPL lacks any training program for its contractors, whom it misnames "foresters." (Transcript at 104, lines 21-24). Marino has a college degree in forestry, he said, but his contractors at Asplundh are trained for the most part merely on how to operate a chainsaw.

3. <u>There was similar lack of evidence in the bifurcated part of the case about billing.</u>

Here the complainant was trying to recover fees that PPL forced him to pay personally on behalf of the former account holder, his deceased fiancée. He is the Administrator (Executor) of her estate, but had no personal liability for obligations of the estate. He was living in New York until the end of Jan. 2020, paying utility bills to ConEdison. PPL, however, would not wait for adjudication of all claims against the estate and threatened to leave the house without power during the dead of winter unless the complainant paid monthly bills for the estate out of his own pocket. Since pipes would freeze without heat from a boiler whose controls and pumps require electricity, the complainant had to pay the estate's monthly bills himself. PPL has refused to rebill the estate and to collect these sums from the Surrogate's Court in New York, which is similar to our Orphan's Court.

PPL purged records for 22 of the 29 months in dispute and refused to accept an estimate of this billing based on past usage. Accordingly, PPL could not testify about amounts which it received during this period and should not have been allowed to express an "out of sight, out of mind" attitude at the complainant's cost. Partial PPL records, however, show the complainant paid $1,011.60 on behalf of the estate from Oct. 2015 to August 2017. (Transcript of March 20, 2022 hearing at 157, lines 23-25 to 158, lines 1-2).

4. PPL's witness at the second hearing, Kelly Bell, had no personal knowledge of the original account holder's security deposit, which PPL refused to refund.

In keeping with PPL's longstanding policy for new customers, this security deposit would have been collected after the house was built in 1956. Ms. Bell was not employed by PPL when the account was first opened and testified that PPL has no records from this period. In fact, she said, PPL's records only go back two years. (Transcript of March 20, 2022 hearing at 151, lines 24-25). The court, however, relied on PPL's current policies that may allow for waiver of a security deposit, but are not necessarily the policies in place when the account was originally opened. Even today we can confirm that a new account holder who is unknown to PPL is required to pay a security deposit, and any ambiguity in this respect should not result in PPL's unjust enrichment—retention of the security deposit. PPL, however, has pocketed this amount along with payment for the 29

months of service billed to the deceased account holder. The court's failure to hold PPL to a minimum standard of probity was abuse of discretion.

Procedural Errors

As if PPL's lack of evidence and billing irregularities were not enough, Judge Buckley unfairly hamstrung the complainant in a number of ways.

5. The judge was unclear about filing requirements and arbitrarily rejected documents that were properly submitted to PUC.

Without telling the parties at first, the judge decided that documents duly filed with PUC were improperly filed unless also served on him at his personal email address. (In most jurisdictions personal communication with the judge would be considered improper.) He thus asked for exhibits to be used at the July 20 hearing without telling the parties that by "exhibits" he really meant copies of previous pleadings. This lack of clarity caught PPL by surprise as well. Yet, after documents were resubmitted to the personal email address, Judge Buckley sometimes refused to review them, rejecting them with little or no explanation. These rulings were capricious and arbitrary. For example, there is no reason why the complainant's Trial Memorandum which was properly filed with both the judge and PUC, was rejected unless the purpose was to stifle dissent.

5. Unreasonably, on July 6, 2021, Judge Buckley rejected the complainant's Preliminary Objections to PPL's Answer under mistaken impression that a

copy had not been filed with PUC.

PUC's efiling Confirmation No. 2185808 shows the opposite—correct, timely filing of this document. Preliminary Objections are a standard tool under 56 Pa. Code § 5.101(e) and should have been allowed either under this category or simply as a Memorandum. The complainant's plea for reconsideration was useless.

Judge Buckley later elaborated in his July 14, 2021 ruling, which rationalizes PPL's evasions and obfuscations as though PPL can do no wrong. This blinking of fault by PPL abdicates the court's duty to enforce Title 66 and hints at the bias seen elsewhere in this case.

6. Judge Buckley allowed PPL to conduct *ex parte* communication PUC.

After settlement negotiations failed, PPL produced a report ordered by Chief Justice Charles E. Rainey, Jr. about the parties' settlement negotiations, but PPL refused to share this report with the complainant. It likely tarnished him, and he should have been given an opportunity to reply to any calumny by PPL. Even now the complainant would like to see this report.[5]

Elsewhere is it not always clear how well the judge understood the pleadings. For example, he misapprehended the relationship between the complainant's formal and informal complaints. His Nov. 12, 2021 order states: ""It appears that Complainant is seeking to have the Commission unilaterally modify

[5] Contrary to Judge Buckley, the complainant did not request PUC's internal communication apropos of this report, but only the report itself.

the private agreement he reached through mediation with PPL. This the Commission cannot do." However, as the complainant twice noted, no mediation was involved in the informal complaint.

7. Unreasonably, the judge allowed PPL to evade discovery three times.

In response to the complainant's Motion to Compel Answers to Interrogatories, he wrote on May 6, 2021: "the Motions to Compel lack the specificity required to direct a response from PPL." However, most of these Interrogatories are specific as to time and subject matter and should have been compelled. The Commission can see for itself (re: Complainant's Motion to Compel Interrogatory Answers submitted on Nov. 2, 2021) that the discovery requests are sufficiently specific. For example, the complainant asked:

> (Interrogatory 4). For Lancaster County which C-Suite or senior individuals at PPL administer the policies cited above in Interrogatory No. 5, and how can these individuals be contacted? If you believe that these individuals are exempt from disclosure, pleasestate the specific reason for your decision.
>
> (Interrogatory 7). Please state the professional qualifications and educational background of eachindividual cited above.
>
> (Interrogatory 8). Who, if anyone, has possession, custody, or control of an application for PPLservice at the complainant's address for any account paid by the complainant?
>
> (Interrogatory 12). What were the amounts of all PPL bills paid by the complainant during March 1,2015 to the present, whether addressed to him or to Linda Schoener?
>
> (Interrogatory 14). [W]hat records show correspondence, phone calls,

> andemail messages notices which PPL sent to or received from the complainant about billing or that included billing during March 1, 2015 to the present?
>
> (Interrogatory 16). Exclusive of the instant case and cases filed in any Pennsylvania Court of CommonPleas, how many complaints has PPL received about its billing practices in Pennsylvania during the last ten years?
>
> (Interrogatory 20). Why does PPL still list Linda Schoener as an account holder at thecomplainant's address?

Judge Buckley also allowed PPL to evade production of documents for simple requests like the following and refused to compel them:

> Item 3. Copies of all applications for service or other completed forms required for service at the complainant's address, including original applications for each account paid by the complainant.
>
> Item 7. Exclusive of the instant case and cases filed in any Pennsylvania Court of Common Pleas, copies of all complaints which PPL has received about its vegetation management in Pennsylvania during the last ten years.
>
> Item 10. Records during the last ten years which PPL has submitted to the Pennsylvania Public Utility Commission about the methods and scope of intended vegetation management.
>
> Item 12. If not included above, copies of all instructions or guidelines which PPL issued to contractors who conducted any work at the complainant's property during the last ten years or whom PPL expects to conduct any work at this property in the future.

Conclusion

The collective impact of these various procedural anomalies, especially in conjunction with the unwarranted termination of testimony at trial, was to deny the complainant important evidence. It is as though Judge Buckley reached an early

decision to deny the complainant relief and then merely went through the form of a hearing with little of its substance.

Throughout the case he found groundless fault with the complainant, but never with PPL, as when PPL's evasive Interrogatory answers violated five rules of discovery.[6] Despite the prominence of PPL in Pennsylvania, fundamental fairness requires all parties to be treated equally. That was not the upshot of the foregoing discussion. The dismissal should be vacated because the complainant never received a fair hearing. For a fresh start free of any taint of bias this case should be assigned to a new judge—ideally a special master outside the immediate influence of the administrative judges whom Judge Buckley invited to observe the two hearings in this case.

Dated: Lancaster, PA
July 5, 2022

Respectfully submitted,

/S/

Lawrence Kingsley, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

[6] See the complainant's Amended Motion for Reconsideration and for Adverse Presumption, filed on Feb. 1, 2022.

Certificate of Service

I hereby certify that on July 5, 2022 I emailed a true copy of my Exceptions to The Hon. Dennis J. Buckley and to PPL's counsel:

Kimberly G. Krupka, Esq.,
Gross McGinley, LLP
33 S. Seventh Street, PO Box 4060
Allentown, PA 18105-4060

Respectfully submitted,

/S/

_____

Lawrence Kingsley, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

EXHIBIT 1:
Copy of Alleged Right-of-Way
(Provided and paginated by PPL)

I HEREBY CERTIFY that the precise residence of the within grantees is R.D. #1, New Holland (East Earl Township), Lancaster County, Pa. K. L. Shirk, Jr., Attorney

Recorded January 13, 1950. [signature] Recorder.

* *

931 C. R. CARRINGTON, ET. UX. TO PENNA. POWER & LIGHT CO.

MT. NEBO - MARTIC FORGE CONVERSION: RECEIVED OF PENNSYLVANIA POWER & LIGHT COMPANY the sum of One Hundred Dollars ($100.00) as compensation for trees which have been cut down by said Company on the property hereinafter described and in consideration of which payment we do hereby release, quitclaim and discharge the said PENNSYLVANIA POWER & LIGHT COMPANY of and from any and all rights, agreements, claims and demands whatsoever in law or in equity or otherwise howsoever, which against the said Company we ever had, now have or which we, our heirs, executors, administrators, beneficiaries or assigns hereafter can, shall or may have by reason of any and all damages, losses or injury resulting from the cutting down of said trees on theproperty which we own or in which we have any interest along Township Road T-432 at Martic Forge, in the Township of Martic, County of Lancaster, Commonwealth of Pennsylvania, incidental to the construction by said Company of its electric line along said road.

AND, further, in consideration of the said payment we do hereby grant unto said Company, its successors, assigns and lessees, the right, privilege and authority to maintain, operate, and from time to time to reconstruct the said electric line, including such poles, wires, cables, guys, stub poles, fixtures and apparatus as may be from time to time necessary for the convenient transaction of the business of the said Company, its successors, assigns and lessees, upon, across, over and along the said property in the Township of Martic, County of Lancaster, Commonwealth of Pennsylvania; and along the roads, streets or highways, adjoining the said property, including the right of ingress and egress to and from the said lines at all times for any of the purposes aforesaid; also the right to cut down, trim, remove and to keep cut down and trimmed any and all trees, brush or undergrowth on said premises which, in the judgment of the said Company, may at any time interfere with the reconstruction, maintenance or operation of the said electric line, poles, wires, cables, guys, stub poles, fixtures and apparatus, or menace the same; and also the right to permit the attachments of wires and cables of any other person or company to said poles. Any poles or facilities erected hereunder may, without the payment of further consideration, be relocated to conform tonew or relocated highway limits. WITNESS our hands and seals this 9th day of February, 1950.

Signed, Sealed and Delivered in the presence of: C. R. Carrington (SEAL)

John M. Bair Bertha C. Carrington (SEAL)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF LANCASTER, SS: On this 9th day of February 1950, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the City of Lancaster, County of Lancaster came the above named C.R. Carrington and Bertha C. Carrington, and acknowledged the foregoing instrument to be their act and deed, and desired the same to be recorded as such. WITNESS my hand and Notarial seal the day and year aforesaid.

My Commission Expires Jan. 7, 1951. John M. Bair, Notary Public (N.P.SEAL)

Recorded February 23, 1950. [signature] Recorder.

* *

932 HARRIET R. CALDWELL, ET. AL. TO PENNA. POWER & LIGHT CO.

KNOW ALL MEN BY THESE PRESENTS, That we HARRIET R. CALDWELL & OWEN B. CALDWELL, her husband, RAYMOND P. CALDWELL & MILDRED H. CALDWELL, his wife, ABRAM D. MELLINGER & GLADYS I.MELLINGER, his wife & VINCENT W. KOLT & HELEN KOLT, his wife, in consideration of the sum of One Dollar ($1.00) to us paid at the date hereof by PENNSYLVANIA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, do hereby grant

unto the said Company, its successors, assigns and lessees, the right, privilege and authority to construct, reconstruct, maintain and operate its electric lines, including poles, wires, guys, stub poles, fixtures and apparatus upon, across, over, under and along property which we own or in which we have any interest, located in the Township of Manor, County of Lancaster, State of Pennsylvania, and upon, across, over,under and along the roads, streets or highways adjoining the said property, as shown on plan hereto attached and made a part hereof including the right of ingress and egress to and from the said lines at all times for any purposes aforesaid; also the right to cut down, trim and remove and keep cut down and trimmed any and all trees, brush or other undergrowth on said premises which, in the judgment of the said Company, may at any time hereafter with the construction, reconstruction, maintenance or operation of said lines, poles, wires, guys, stub poles, fixtures and apparatus, or menace the same.

Any poles or other facilities constructed hereunder may, without the payment of further consideration, be relocated on said property to conform to new or relocated highway limits.

PENNSYLVANIA POWER & LIGHT COMPANY may permit THE BELL TELEPHONE COMPANY OF PENNSYLVANIA, its successors and assigns, and others to attach to and use any or all of the poles owned by the said Company located on said property known as West Ridge Development.

PENNSYLVANIA POWER & LIGHT COMPANY may attach to and use any or all of the poles erected and owned by THE BELL TELEPHONE COMPANY OF PENNSYLVANIA and others on said property known as West Ridge Development, provided, however, that said Company first secures the necessary permission from THE BELL TELEPHONE COMPANY OF PENNSYLVANIA and others tomake such attachments on its poles. WITNESS our hands and seals this 30 day of January, 1950.

Signed, Sealed and Delivered in the presence of:
John K. Shenk, Anna Booth

Harriet R. Caldwell
Owen B. Caldwell (SEAL)
Raymond F. Caldwell (SEAL)
Abram D. Mellinger
Vincent W. Nolt
Helen S.Nolt
Gladys I. Mellinger
Mildred H.Caldwell

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF LANCASTER, SS: On this 30 day of January, 1950, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the City of Lancaster, County of Lancaster came the above named Harriet R. Caldwell & Owen B. Caldwell, Raymond F. Caldwell & Mildred H. Caldwell, Abram D. Mellinger & Gladys I.Mellinger, Vincent W. Nolt & Helen S. Holt and acknowledged the foregoing instrument to be their act and deed, and desired the same to be recorded as such. WITNESS my hand and Notarial seal the day and year afore said.

My Commission Expires 1/18/51.

John K. Shenk, Notary Public (N.P.SEAL)
Lancaster, Pa.

Recorded Pebruary 23, 1950. Recorder.

* *

224 JOHN B. WITMER, ET. UX. TO ELI DOUTRICH

THIS INDENTURE, Made the first day of April, in the year of our Lord one thousand eight hundred and eighty-six BETWEEN JOHN B. WITMER and SARAH, his wife, of the Borough of Elizabethtown, in the County of Lancaster and State of Pennsylvania, of the first part and ELI DOUTRICH, of said Borough of the other part,

WITNESSETH, That the said John B. Witmer and Sarah his wife for and in consideration of the sum of Three Hundred and Twenty Five Dollars lawful money of the United States of America, unto them well and truly paid by the said Eli Doutrich at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents, do grant, bargain, sell, alien, enfeoff, release and confirm unto the said Eli Doutrich, his heirs and assigns,