

IN THE COURT OF COMMON PLEAS OF THE STATE OF DELAWARE
IN AND FOR KENT COUNTY

Baltimore Gas and Electric Company, : C.A. No. 04-10-0086
: :
Plaintiff, : :
: :
vs. : :
: :
Cynthia Williams a/k/a Cynthia W. Riley, : :
: :
Defendant. : :

Decision after trial.

Date of Trial: September 26, 2007

Date Decided: September 28, 2007

Judgment for the Plaintiff.

**Seth A. Niederman, Esquire, Fox Rothchild, LLP, Post Office Box 2323,
Wilmington, Delaware 19899-2323, Attorney for Plaintiff.**

**Cynthia Williams, 1401 Edmondson Avenue, #104, Baltimore, Maryland 21223,
Pro Se Defendant.**

Trader, J.

In this civil action, the plaintiff, Baltimore Gas and Electric, has sued the defendant, Cynthia Williams, for electrical and gas services supplied in 2001 and 2002. I find that the plaintiff is entitled to recover monies from the defendant for the year 2001 and for the year of 2002 up to the time of the transfer of possession of the defendant's property.

The relevant facts are as follows: the plaintiff supplied gas and electric services to the defendant during 2001 and at the end of that year, the defendant owed the plaintiff \$2,497.15. During 2001 and 2002, the services were disconnected several times for non-payment of sums due as well as for tampering with the equipment and the services were subsequently reconnected. The defendant testified that she vacated the property in August 2001, but she failed to notify the plaintiff. She owned the property until the mortgagee foreclosed on the mortgage in May 2002 and on or about that date, the defendant testified that she had moved to another state. At trial, the defendant conceded that \$2,385.20 is due the plaintiff, but the plaintiff contends that monies are due up until the time of the change of possession of the property.

Bills were sent to the defendant's residence at 918 East 31st Street, Baltimore, Maryland 21218-1301 from May until the time of the change of possession and these bills were not returned. The defendant continued to receive mail at this address and she did not provide the plaintiff with any forwarding address. Gas and electric services were continually supplied to this residence up until the time of the change of possession. Under these circumstances, I find the plaintiff has established by a preponderance of the evidence that the defendant is obligated to pay the sum due to the plaintiff on the date of the change of possession of the property in the amount of \$3,093.88.

In accordance with these findings of fact, judgment is entered on behalf of the plaintiff, Baltimore Gas and Electric Company and against the defendant, Cynthia Williams, for the sum of \$3,093.88, plus costs of these proceedings and prejudgment interest at the legal rate from October 4, 2002.

IT IS SO ORDERED.

Merrill C. Trader
Judge