

assigns forever; and said Martin A. Brown does, for himself, his heirs and assigns, covenant with the said Bert F. Valley and his heirs and assigns, that from and after the ensealing of these presents the said Martin A. Brown will have and claim no right in, or to, said quit-claimed premises.

And I, Clara M. Brown the wife of the said Martin A. Brown in consideration aforesaid, do hereby relinquish my right of dower in the before mentioned premises.

And we and each of us do hereby release our several rights of Homestead in said premises, under and by virtue of any law of New Hampshire, and all other rights and interest therein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16th day of August, 1947

Signed, sealed and delivered  
in the presence of:

Martin A. Brown Jr.

Martin A. Brown (L.S.)

Leonard H. Brown

Clara M. Brown (L.S.)

STATE OF VERMONT Windham County, SS.

On the 16th day of August, 1947 personally appeared the above-named Martin A. Brown and Clara M. Brown and acknowledged the foregoing instrument to be our their voluntary act and deed. Before me,

Leslie H. Adams  
Notary Public (SEAL)

My commission expires Feb. 10, 1949

Received Dec. 15, 1948 10:00 A. M.  
Recorded and examined, attest

*F. J. Thors*

Register x

RIGHT OF WAY

J. MERRILL GIBSON, ET AL.

TO

PUBLIC SERVICE COMPANY

EASTON

EAA - 1295

KNOW ALL MEN BY THESE PRESENTS

THAT J. Merrill Gibson and Leila K. Gibson of Providence County of Providence in the State of Rhode Island (hereinafter called the grantor) in consideration of one dollar and other valuable considerations paid by the Public Service Company of New Hampshire, a corporation having a principal place of business at Manchester, in the County of Hillsborough, and the State of New Hampshire (hereinafter called the grantee), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the grantee, its successors and assigns, the right to erect, repair, maintain, rebuild, operate and patrol electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable

foundations, together with wires strung upon and extending between the same, for the transmission of electric current, together with all necessary cross-arms, braces, anchors, wires and guys, over and across a strip of land 225 feet in width being a part of the lands owned by the grantor in the town of Easton and county of Grafton, bounded and described as follows:

The Evander Brown home farm, so-called, containing about 400 acres and bounded northerly by land of Charles Young, westerly by land of William Brooks; southerly by land of Chas. Young, the Parker-Young Company, one Melcher and one David; easterly by land of Mattie Pease and Charles Young.

Being a part of the same premises described in deed of Martin H. Gibson to J. Merrill Gibson and Leila K. Gibson dated March 30, 1936 and recorded in the Grafton County Registry of Deeds, Book 658 Page 152

Said 225 foot strip of land across the above described premises shall extend 75 feet westerly and 150 feet easterly of a line bounded and described as follows:

Beginning at a point in the spot line on the southerly boundary of above described premises at land of C. Young, said point of beginning being 689 feet southeasterly from the National Forest Corner post; thence running N 19° 30' W 1424 feet to an angle point; thence N 22° 00' E 2252 feet to the northerly boundary of said premises at land of C. Young, containing 19.1 acres, more or less.

Meaning and intending to include and only to include all that part of above described premises that lies 75 feet westerly and 150 feet easterly of said line or said line extended.

This conveyance shall include (1) the right to cut, trim and remove all trees and underbrush, and to remove all structures or obstructions, which are now or may hereafter be found within the limits of the above described right of way strip and (2) the right to remove from the premises of the grantor above described such trees as in the judgment of the grantee may interfere with or endanger said lines or their operation.

In consideration aforesaid, the grantor, on behalf of the grantor and the heirs, legatees, devisees, administrators, executors, successors and assigns of the grantor, agrees that all timber and wood on the above described strip cut by the grantee shall become the property of the grantee.

And the parties hereto, by delivering and accepting this deed, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.





**Public Service  
of New Hampshire**

PSNH Energy Park  
780 North Commercial Street, Manchester, NH 03101

Public Service Company of New Hampshire  
P.O. Box 330  
Manchester, NH 03105-0330  
(603) 669-4000  
www.psnh.com

The Northeast Utilities System

May 19, 2010

### **Right-of-Way Access Authorization**

#### **To Property Owners on Public Service Company of New Hampshire Rights-of-Way**

This is to inform you that Public Service Company of New Hampshire (PSNH) has granted permission to Northern Pass Transmission, LLC (NPT), and to NPT's authorized consultants and contractors, to access and enter upon PSNH's right-of-way corridor on your property established by easement. The holder of this letter is a consultant or contractor of NPT, and is authorized to access and enter upon the PSNH right-of-way in accordance with that grant of permission.

NPT is planning the potential routing and siting of a new electric power transmission line within PSNH's right-of-way. The purpose of accessing and entering upon the right-of-way is to gather information about and to assess the right-of-way for this possible project. This may include activities such as surveying, wetlands assessment, identification of natural and historic resources, and acquiring other information about right-of-way conditions.

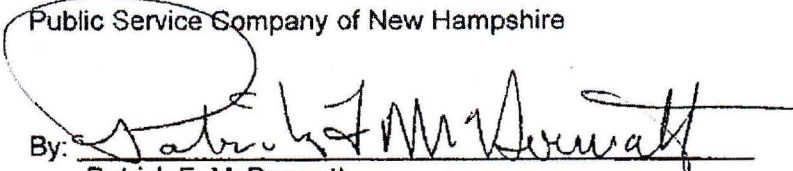
The permission which has been granted by PSNH is temporary, is limited to the above-described types of activities, and does not include or allow construction activities of any kind.

If you have any questions or require additional information, please call 1-800-286-7305. Thank you for your understanding and cooperation.

Very truly yours,

Public Service Company of New Hampshire

By:

  
Patrick F. McDermott  
Economic & Community Development Manager

472/364

D-2756

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE V. SIMON L. AND FRANCES E. RUSKIN

Petition for a right of way for the construction and maintenance of transmission lines across lands in Easton, and assessment of damages occasioned thereby.

..00..

Appearances: for the Public Service Company of New Hampshire, Franklin Hollis and Irving Sedon; for Simon L. and Frances E. Ruskin, Alexander J. Carey.

..00..

REPORT

This matter, upon which hearing was held, following due notice, in Concord on June 8, 1948, is before the Commission, pursuant to R. L. c. 294, as a result of the inability of the Public Service Company of New Hampshire and Simon L. and Frances E. Ruskin to agree as to the necessity of the construction by the Company of a transmission line across land owned by the Ruskins, or the price to be paid for such crossing.

The Public Service Company of New Hampshire represents that, in order to meet the reasonable requirements of service to the public, it is necessary for it to construct one or more 115 KV transmission lines from Greveton to North Woodstock. This line will connect existing and proposed generating facilities of the Company in its northern division with its southern division and Yankee River, thus affording better system integration.

In its course through the Township of Easton this transmission line will cross the property of Simon L. Ruskin and Frances E. Ruskin. This crossing will be approximately 3,560 feet in length, with a requested width of 225 feet.

The Ruskins claim that there is no necessity for the line to cross their property in the proposed location, and that if it is found that such



-3-

necessity exists, the compensation offered them by the Company is inadequate.

The Company represents that, relying on an option signed by one of the two owners of the property involved herein, it has cleared a right of way for the transmission line up to the property limits from both the north and south, and that to change the location of the line to avoid crossing the Ruskin property would subject it to an estimated additional construction expense of \$8,000, plus the loss of the money it has already spent for other rights of way.

Counsel for the Ruskins submits that the property was purchased by them in 1946 for residence, recreation and research purposes, and that they were influenced in their choice of the property by its location and scenic aspects. An old house and barn were on the property, upon which considerable money has already been expended in remodeling. The construction of a research laboratory and other residential buildings upon the property is planned for the future, as well as a swimming pool and ski trails. Upon this work some \$29,000 of a proposed total of \$50,000 has already been expended.

The course of the line, as proposed by the Company, includes a spring which the Ruskins propose to use as a source of water for the buildings and appurtenances on the property. This spring is represented as having particularly valuable characteristics in that it furnishes a plentiful supply of pure water even in periods of prolonged drought. The owners claim that the clearing attendant to the construction of the line will reduce the source of water supply for this spring and that structural features of the line may contaminate the water. They maintain that a change in the course of the line would cause it to avoid crossing their property and locate it in undeveloped property.

The Company claims that a relocation of the line would necessitate its crossing extremely rugged terrain, which would add considerably to the

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-3-

difficulties and cost of its construction, as well as exposing the completed line more to the elements. It also submits that it has deviated from its established policy of straight line construction wherever possible in crossing the Huskin property, to locate the line farther away from existing buildings and back of a ridge which affords greater concealment of the line from said buildings.

The Company introduced evidence, through a qualified expert, as to the effect of the construction of the line upon the spring referred to above. The total drainage area contributing ground water to the spring is approximately 49 acres, and that part of this drainage area which would be cleared in the construction of the line is estimated to be about 1.4 acres. The clearing of this 1.4 acres would increase the evaporation and transpiration from the area approximately 50 percent, with the resulting effect of decreasing the water yield to the spring by some 1 1/2 percent.

A real estate expert for the Company, who has purchased some 80 linear miles of right of way for the line in question, testified that \$20 per acre is a reasonable and adequate amount for land in the vicinity. On this basis, the Company has offered the Huskins \$370 for the 18 1/2 acres of their land which would comprise the right of way sought. To this figure, \$478 has been added for the stumpage, based on prices of \$3 per cord for soft wood, \$2 per cord for hard wood, and \$10 per thousand feet of merchantable timber. This expert, as the result of a cruise, estimates the stumpage on the Huskin right of way to consist of 49 cords of mature soft wood, 43 cords of growing soft wood, 36 cords of mature hard wood, 20 cords of growing hard wood, 3,000 feet of mature pine lumber, and 4,000 feet of growing pine lumber. To the prices cited above, the Company has added \$152 to round out the \$1,000 offer which it has made the Huskins for the right of way sought.



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The Company introduced further testimony establishing the facts that the average price per acre paid for a like right of way across the three properties next south, and the three properties next north of the Buskin property was \$46.55 per acre as against the \$54 per acre offered the Buskins.

Upon consideration of the evidence presented, and after a comprehensive view of the premises involved, this Commission finds that the right of way sought herein by the Public Service Company of New Hampshire is necessary to meet the reasonable requirements of service to the public.

This Commission finds further that \$1,150 is a just and equitable compensation to Simon L. Buskin and Frances R. Buskin for the damage to their property, attendant upon the construction of the transmission line. This amount is arrived at by allowing \$1,000 for the right of way itself, plus \$150 for the construction of a protective structure for the spring.

Our order will issue accordingly.

EDGAR H. HUNTER

EDWARD R. THORNTON

HAROLD L. BARNARD  
Commissioners

Filed July 13, 1948.

D-27796

ORDER NO. 5149

Upon consideration of the foregoing report, which is made a part hereof, it is

ORDERED, that in the matter of the petition of the Public Service Company of New Hampshire *v.* Simon L. Buskin and Frances R. Buskin, filed April 2, 1948, praying for rights for its pole lines over land of said respondents, situate in the Town of Easton, in the County of Grafton, and State of New Hampshire, this Commission having, upon due notice to all parties in interest, heard and determined the necessity for the rights prayed for, now this thirteenth day of July, 1948, orders, adjudges, and decrees, as follows:

That it is necessary in order to meet the reasonable requirements of service to the public that said Public Service Company of New Hampshire, a public utility subject to supervision under Chapter 294 of the Revised Laws, should erect, repair, maintain, rebuild, operate and patrol an electric transmission line consisting of suitable and sufficient poles and towers with suitable foundations, together with wires strung upon and extending between the same for the transmission of electric current, together with the necessary cross-arms, braces, anchors, wires and guys over and across lands of said Simon L. Buskin and Frances R. Buskin, as hereinafter more specifically set forth, and



that said Public Service Company of New Hampshire, its successors and assigns, by virtue of its said petition and this decree thereon, shall be entitled to construct and maintain lines of poles or towers, or both poles and towers, in the location hereinafter specifically set forth, and to place upon said poles and towers the necessary crossarms, braces, anchors, wires and guys, also, that

in constructing and maintaining said line of poles and towers with wires, fixtures, guy wires, and supports, as hereinbefore set forth, it shall have the right to cut down or keep trimmed all trees and bushes upon two tracts of land as hereinafter described and located, also that it shall have the right at any time to pass and repass with men, teams, and other vehicles along and under said line of wires across tracts of land.

The rights hereby granted are more particularly described as follows:

Said pole line shall cross land in said Town of Easton, belonging to Simon L. Ruskin and Frances R. Ruskin, in the following locations:

**First Tract:** A certain tract or parcel of land, with the buildings thereon, situated in Easton and being the larger part of the R. D. Blake farm, so called, and described as follows:

Beginning at the southwest corner of D. J. Whitaker's land and near the highway; thence northerly on the same degree as D. J. Whitaker's west line to land of C. L. Thayer; thence westerly by land of C. L. Thayer and land of L. & S. Bowles; thence southerly by land of D. J. Whitaker's; thence easterly by land of D. J. Whitaker, D. A. Drew and W. P. Ball to a corner; thence northerly to bound near the highway begun at.

Reserving to C. A. Young a right of way from the highway near bound begun at, northerly by the east line of said farm to his land.

Being all and the same premises described in deed of C. A. Young to E. S. Leighton, dated August 17, 1901, recorded in Grafton County Registry of Deeds, Book 454, Page 166, which said deed is incorporated by reference in said deed of Mary Heritage Buchsner to Simon L. Ruskin and Frances R. Ruskin.

**Second Tract:** A certain tract of land situated in said Easton, it being all of one hundred (100) acre Lot No. 11 in the Fourth Range and First Division of Lots in Londaff (now Easton) except a small piece that the late Stephen Kendall owned.

Being all and the same premises conveyed by Leonard Bowles and Simon Bowles to Edwin S. Leighton by deed dated April 26, 1906, recorded in said Registry, Book 479, Page 60, which said deed is incorporated by reference in said deed of Mary Heritage Buchsner to Simon L. Ruskin and Frances R. Ruskin.



-3-

The rights and easements herein above described shall apply over the following described strip of land:

A strip of land two hundred twenty-five (225) feet in width throughout across the premises described in the preceding paragraph, said right of way extending seventy-five (75) feet westerly, and one hundred fifty (150) feet easterly of a line bounded and described as follows:

Beginning at a point in the wire fence on the southerly boundary of above described premises at land of Eastman, said point of beginning being 2,113 feet westerly along said fence from the southeast corner of said premises; thence running N 22° 00' E 3172 feet to an angle point; thence S 3° 15' E 348 feet to the northerly boundary fence at land of Cooley, containing 18.5 acres, more or less.

All rights described herein shall be exercised in a reasonably careful and prudent manner, so that no injury which can be avoided or prevented by the exercise of reasonable care shall result to the lands in respect to which the same are granted by reason of the construction, maintenance, and operation of said lines.

The Public Service Company of New Hampshire shall pay to Simon L. Rustin and Frances E. Rustin for said right of way and easement, the sum of one thousand one hundred and fifty dollars (\$1,150).

A certified copy of the petition aforesaid and this decree thereon shall be recorded in the Registry of Deeds in the County of Grafton.

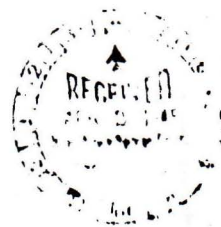
By order of the Public Service Commission of New Hampshire this thirteenth day of July, 1948.

*James W. Don*  
Secretary

A TRUE COPY.  
Attest:  
*James W. Don*  
SECRETARY  
N. H. PUBLIC SERVICE COMMISSION

Received Jan. 8, 1949 8:00 A. M.  
Recorded and examined, Attest  
F. J. Shores Register

D-E2756

THE STATE OF NEW HAMPSHIRE  
PUBLIC SERVICE COMMISSIONPUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

v.

SIMON L. RUSKIN AND FRANCES R. RUSKINPetition for Condemnation

Comes now Public Service Company of New Hampshire, a Corporation organized under the laws of The State of New Hampshire, and having its principal place of business in Manchester, New Hampshire, engaged in the generation, distribution and sale of electric energy to the public in Manchester and elsewhere in The State of New Hampshire, and respectfully represents to this Commission as follows:

(1) In order to meet the reasonable requirements of service to the public, it is necessary for the Company to construct one or more 115 KV transmission lines from Groveton, New Hampshire to North Woodstock, New Hampshire.

(2) The Company is informed and believes and therefore alleges that Simon L. Ruskin and Frances R. Ruskin are the owners, as joint tenants, of certain land in the Town of Easton, County of Grafton, said State, sometimes now or formerly known as the "Leighton Farm," and being all and the same premises conveyed to said Simon L. Ruskin and Frances R. Ruskin as joint tenants by Mary Heritage Buchmayr by deed dated September 19, 1946, recorded in Grafton County Registry of Deeds, Book 744, Page 227. Reference is made in said deed to earlier deeds recorded in said Registry for a more particular



- 2 -

description of said premises. According to said deeds referred to said premises are bounded and described as follows:

FIRST TRACT: A certain tract or parcel of land, with the buildings thereon, situated in Easton and being the larger part of the R. D. Blake farm, so called, and described as follows:

Beginning at the southwest corner of D. J. Whitcher's land and near the highway; thence northerly on the same degree as D. J. Whitcher's west line to land of C. L. Thayer; thence westerly by land of C. L. Thayer and land of L. & S. Bowles; thence southerly by land of D. J. Whitcher's, thence easterly by land of D. J. Whitcher, D. A. Drew and W. P. Ball to a corner; thence northerly to bound near the highway begun at.

Reserving to C. A. Young a right of way from the highway near bound begun at, northerly by the east line of said farm to his land.

Being all and the same premises described in deed of C. A. Young to E. S. Leighton, dated August 19, 1901, recorded in Grafton County Registry of Deeds, Book 454, Page 186, which said deed is incorporated by reference in said deed of Mary Heritage Buchmayr to Simon L. Ruskin and Frances R. Ruskin.

SECOND TRACT: A certain tract of land situated in said Easton, it being all of One Hundred (100) acre Lot Number 11 in the Fourth Range and First Division of Lots in Landaff (now Easton) except a small piece that the late Stephen Kendall owned.

Being all and the same premises conveyed by Leonard Bowles and Simon Bowles to Edwin S. Leighton by deed dated April 26, 1906, recorded in said Registry, Book 479, Page 60, which said deed is incorporated by reference in said deed of Mary Heritage Buchmayr to Simon L. Ruskin and Frances R. Ruskin.

(3) The Company desires to acquire a right of way Two Hundred Twenty-five (225) feet in width across the premises described in the preceding paragraph, said right of way to extend Seventy-five (75) feet westerly and One Hundred Fifty (150) feet easterly of a line bounded and described as follows:

Beginning at a point in the wire fence on the southerly boundary of above described premises at land of Eastman, said point of beginning being 213 feet westerly, along said fence from the southeast corner of said premises;

- 3 -

thence running N 22°00' E 3172 feet to an angle point; thence N 3°15' E 388 feet to the northerly boundary fence at land of Cooley, containing 18.5 acres, more or less.

The Company desires to obtain said right of way in accordance with the form attached hereto and made a part hereof.

(e) The Company further alleges that on October 14, 1947, the said Simon L. Ruskin duly executed an option under the terms of which the Company was granted an irrevocable option for one year to purchase for the sum of One Thousand Dollars (\$1000) a right of way of the same width and across the same premises described above. At the time of execution of the above option the Company neither knew nor believed, nor had information sufficient to form a belief, that said Frances R. Ruskin had any proprietary interest in the above described premises. Upon election by the Company to exercise said option, and upon tender of the agreed purchase price the said Simon L. Ruskin and Frances R. Ruskin refused, and continue to refuse, to execute a deed conveying to the Company said right of way more particularly described above. The Company is unable to agree with said Simon L. Ruskin and Frances R. Ruskin as to the price to be paid for said right of way.

WHEREFORE, Public Service Company of New Hampshire prays that the Commission grant it permission to take the right-of-way as above set forth.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

By Fullerway Piper Jones  
Attorneys

A TRUE COPY  
ATTEST:  
James W. Jones  
SECRETARY  
N. H. PUBLIC SERVICE COMMISSION



# KNOW ALL MEN BY THESE PRESENTS

That ..... Simon L. Ruskin and Frances R. Ruskin .....

of ..... New York ..... County of ..... New York .....

in the State of New Hampshire, York .....  
(hereinafter called the grantor) in consideration of one dollar and other valuable considerations paid by the Public Service Company of New Hampshire, a corporation having a principal place of business at Manchester, in the County of Hillsborough, and the State of New Hampshire (hereinafter called the grantee), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the grantee, its successors and assigns, the right to erect, repair, maintain, rebuild, operate and patrol electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same, for the transmission of electric current, together with all necessary cross-arms, braces, anchors, wires and guys, over and across a strip of land ... 225 ..... feet in width being a part of the lands owned by the grantor in the town of ..... Easton ..... and county of ..... Grafton ....., bounded and described as follows:

A certain parcel of land being the larger part of the R. D. Blake farm, so-called, described as follows:

Beginning at the southwest corner of land now or formerly of D. J. Whitchoer and near the highway; thence northerly on the same degree as said D. J. Whitchoer's west line to land now or formerly of C. L. Thayer; thence westerly by land of said Thayer and land now or formerly of L. & S. Bowles; thence southerly by land of said Whitchoer; easterly by land of said Whitchoer, land now or formerly of D. A. Drew, and land now or formerly of W. P. Ball to a corner; thence northerly to bound near the highway begun at.

Also another tract of land situated in said Easton, it being all of 100 acre Lot Number 11 in the Fourth Range and First Division of lots in Landaff (now Easton) except a small piece that the late Stephen Kendall owned.

ATTEST COPY  
James W. Doon  
PUBLIC SERVICE COMMISSION

Being a part of the same premises described in deed of ..... Mary Heritage Buchmayer .....  
to ..... Simon L. Ruskin and Frances R. Ruskin ..... dated ..... September 19, 1948 ..... and recorded in  
the ..... GRAFTON ..... County Registry of Deeds, Book 744 .....  
Page ..... 227 .....

Said ..... 225 ..... foot strip of land across the above described premises shall extend  
75 ..... feet ..... westerly ..... and ..... 150 .....  
feet ..... easterly ..... of a line bounded and described as follows:

Beginning at a point in the wire fence on the southerly boundary of above described premises at land of Eastman, said point of beginning being 2113 feet westerly along said fence from the southeast corner of said premises; thence running N 22°00' E 5172 feet to an angle point; thence N 3°15' E 388 feet to the northerly boundary fence at land of Cooley, containing 18.5 acres, more or less.

Meaning and intending to include and only to include all that part of the above described premises that lies 75 feet westerly and 150 feet easterly of said line or said line extended.

772/373

This conveyance shall include (1) the right to cut, trim and remove all trees and underbrush, and to remove all structures or obstructions, which are now or may hereafter be found within the limits of the above described right of way strip and (2) the right to remove from the premises of the grantor above described such trees as in the judgment of the grantee may interfere with or endanger said lines or their operation.

In consideration aforesaid, the grantor, on behalf of the grantor and the heirs, legatees, devisees, administrators, executors, successors and assigns of the grantor, agrees that all timber and wood on the above described strip cut by the grantee shall become the property of the grantee.

And the parties hereto, by delivering and accepting this deed, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the grantee, its successors and assigns forever.

The grantor covenants and agrees that they have full right, title and authority to convey the foregoing rights and privileges and will defend same to said grantee against the lawful claims or demands of all persons.

And I, ....., wife of said ..... hereby release all my rights of dower in the foregoing premises so far as affected by this conveyance.

And I, ....., husband of said ..... hereby release all my rights of curtesy in the foregoing premises so far as affected by this conveyance.

WITNESS..... hand and seal this..... day of ....., 19

In the presence of

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The State of New Hampshire

..... SS.  
..... 19  
personally appeared and acknowledged the foregoing instrument to be ..... voluntary act and deed.  
Before me.

Justice of the Peace  
Notary Public

..... SS.  
..... 19  
personally appeared and acknowledged the foregoing instrument to be ..... voluntary act and deed.  
Before me.

Justice of the Peace  
Notary Public

Received Jan. 8, 1949 8:00 A. M.  
Recorded and examined, Attest  
F.J.Shores Register