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MINUTES OF THE FIRST QUARTERLY MEETING FOR THE YEAR 1932
OF THE BOARD OF DIRECTORS OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
RECESSED FROM 10 O'CLOCK A. M. ON MONDAY FEBRUARY 1, 1932, AND
HELD IN THE DISTRICT OFFICE IN FORT WORTH, TEXAS, ON THE 2ND
DAY OF FEBRUARY, AT 3 O'CLOCK P. M.

At 10 o'clock a. m., on Monday February 1st, no person whomsoever appeared to present any matter to the Board of Directors, whereupon said Statutory First Quarterly Meeting was recessed to reconvene at this time.

The call of the roll disclosed the presence of all directors as follows:

W. R. Bennett
E. E. Bewley
W. K. Stripling
C. A. Hickman
Joe B. Hogsett

At this meeting President W. R. Bennett presided; and W. K. Stripling acted in his capacity as Secretary.

At this time and place the following proceedings were had and done, viz:

1.

Minutes were read, approved and ordered of record as follows,
viz:

- (a) Minutes of the Called Meeting held at 2 p. m. on January 25, 1932.
- (b) Minutes held at 3 o'clock p. m., on January 25, 1932.

2.

There was presented for consideration report of Messrs. Pitner

and Adams, the District's Auditors, dated January 28, 1932, to cover the month of December, 1931, and the year to date of the report. Each of the Directors heretofore had been furnished copy of said report. The same is attached to these Minutes as "Exhibit A," and is hereby made a part of these Minutes. It was the sense of the Directors that the report required no specific action at this time and that the same should be received and filed — It was so ordered.

3.

There was presented to the Directors for consideration in duplicate, proposed contract between this District and J. Lester Wright, concerning his proposal, as Tax Assessor for Tarrant County, Texas, to become Tax Assessor for this District for the year 1932. Both of said identical contracts had been executed by J. Lester Wright. Said contract provides for compensation to be paid to the Tax Assessor in the sum \$1750.00. There was examination of this proposal. The Directors were advised by its attorneys that the contract was in appropriate form and that, save as to appropriate differences in dates, the same was identical with the contract made for the assessment of taxes for the year 1931. Director Hogsett made a motion that said contract as proposed do be approved as the act and deed of the District and that the same do be executed in the name of the District by W. R. Bennett, as President, and W. K. Stripling, as Secretary; further, that one of the said executed contracts do be attached to the Minutes of this meeting as "Exhibit B," and made part hereof. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

4.

There was presented for consideration District's proposed Voucher Check No. 2735, for the sum \$89.57, payable to Ireland Hampton to reimburse him for expenses of himself and Mr. Lewell Lafferty to Austin, Texas, for the purpose of procuring registration of the bonds of the District of Series "D." There was examination of this account, together with the supporting itemized statement, whereupon Director Strippling made a motion that the account do be approved, and that said check do be executed and delivered, in payment of said account. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

5.

There was presented for consideration request of Peoples Life Insurance Company of Frankfort, Indiana, that the District do pay to it the sum \$125.00, which is the par value of the coupons formerly attached to bonds of the District of "Series A," serial numbers 1441 to 1445, both inclusive, which coupons were stated to have been detached from said bonds and lost. The coupons so lost were those maturing on September 25, 1931. From the record of the Fiscal Agent, Central Hanover Bank and Trust Company of New York, it appeared that said coupons have never been presented for payment. This District is now in possession of check of Central Hanover Bank and Trust Company, for the sum \$125.00, which has been remitted to the District to protect the amount due upon said coupons. Said request of Peoples Life Insurance Company was accompanied by tendered indemnity bond executed by it, as Principal, and by Aetna Casualty and Surety Company of Hartford, Connecticut, for the penal sum \$250.00, dated December

18, 1931, payable to this District and, or, Central Hanover Bank and Trust Company of New York. Said bond was accompanied by proper evidence of authority of the Agent of the Company to execute the same. The Directors had advice from the Attorneys that the obligation was in legal form, Whereupon, Director Hogsett made a motion that the request of Peoples Life Insurance Company for the payment of said coupons do be granted; that said indemnity bond do be approved as good and sufficient; that said bond do be attached to the Minutes of this Meeting as "Exhibit C," and made part hereof; and that the District's proposed voucher check No. 2733, for the sum \$125.00, payable to Peoples Life Insurance Company of Frankfort, Indiana, in full payment and satisfaction of said lost coupons, do be issued and delivered to said payee in satisfaction of said demand. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

6.

There was presented itemized account of the Continental National Bank of Fort Worth, the District's Depository, for the total sum \$119.83, to cover charges made by the Austin National Bank of Austin, Texas, to compensate it for services rendered and insurance coverage furnished in transmitting the bonds of this District of "Series D" from Austin, Texas, to Fort Worth. There was examination of this account, whereupon Director Hogsett made a motion that the said account do be approved and that the District's Voucher check No. 2734, for the sum \$119.83, payable to Continental National Bank of Fort Worth, do be executed and delivered to said Bank in payment of said account. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

7.

There was consideration of the proposal to condemn certain property of the Chicago, Rock Island and Gulf Railway Company, and relating to proposed agreement concerning values of certain parts of said Railway, and estimates of the cost to be incurred in building a proposed relocated line, in order to avoid the necessity for the introduction of evidence in the trial of the condemnation proceeding. The sense of the Directors was as follows:

- (a) The agreed value of 3.9791 miles shall be \$128,538.00.
- (b) The agreed value of 9.54 miles shall be \$243,000.00.
- (c) The above agreed values are to be in absolute and full satisfaction of all claims and demands of said Railway Company, growing out of said matters.

(d) The Attorneys and Engineers for this District are instructed to work out with the Attorneys and Engineers for the Chicago, Rock Island and Gulf Railway Company a proposed agreement, relating to the 10.65 miles proposed to be constructed by the Railway Company and to submit such proposed agreement to the Directors for this District for approval — It was so ordered.

8.

Director Hickman presented to the Directors the fact that Mr. J. W. Barnes has failed to comply with his proposal to lease certain lands from the District for the year 1932. On consideration of this matter, it was the sense of the Directors that Mr. Barnes should be advised that he

will be required to pay the consideration for the lease on or before February 10, 1932, and to enter into formal written lease agreement, in accordance with the terms heretofore proposed by him; further, that in case he fails so to do the District will endeavor to procure a lease for said lands for the remainder of the year 1932, for the best price that can be obtained and that the District will look to Mr. Barnes for payment of any loss which may be occasioned to the District through his default. It was so ordered.

9.

No further business was adjourned and the meeting was adjourned.

W. A. Dupling
As Secretary

APPROVED:

acting E. B. ...
As President

"EXHIBIT A"
2/2/32.

Fort Worth, Texas
January 28th 1932

To the Directors of
Tarrant County Water Control & Improvement Dist No. 1,
Fort Worth, Texas

Gentlemen:

We submit herewith the monthly audited statement of Cash Receipts and Disbursements for the month of December, 1931, and the year to date.

As requested in the minutes we report the following unfinished business:

The matter of establishing flood monuments and history was postponed indefinitely July 10th.

Condemnation suit against Rock Island Rwy. on 3.9 miles of line in the Bridgeport site to have been taken up July 7th is still pending.

Check for \$13.33 from Cates Abstract Company for refund of overcharge on Will Laird Abstract has not been received as requested in minutes of July 13th.

Deed has not been received as yet from W. A. Taylor for easement on 25.32 acres.

The minutes of May 4th request the opinion of attorneys as to the liability of the district engineers for payment of \$186.08 for making test pits on Berkshire levee, which was included by the contractors in extra work.

Estimate #22 on Eagle Mountain Dam includes as extra work an item of \$239.11 for making foundation tests which might be chargeable to the district engineers under their contract.

The minutes of January 19th 1931 request that arrangement be made with the district engineers regarding their fees on residue land purchased and damage claim settlements. We are advised that no definite understanding has been reached on these matters.

The matter of settlement with Tarrant County on highway matters is still pending.

Respectfully submitted,

PITNER AND ADAMS

By

Rmp Pitner

RMP

TARRANT COUNTY WATER CONTROL & IMPROVEMENT DIST NO 1

CASH RECEIPTS & DISBURSEMENTS

January 1st to December 31st-1931

C O N S T R U C T I O N F U N D

<u>RECEIPTS</u>	Total To <u>11-30-31</u>	December <u>1931</u>	Total To <u>12-31-31</u>
Land Rentals	\$ 3,475.08	\$ 2,164.82	\$ 5,639.90
Sale of Imprvmts on Land Purchased	525.00	---	525.00
Interest on Daily Bank Balances	13,785.93	329.22	14,115.15
Bond Registration Fee	1.00	---	1.00
Refund Taxes-Jack County	9.42	---	9.42
Refund Telephone Expense	1.40	.30	1.70
Taxes Prorated on Land Purchases	255.57	---	255.57
Sale of Bonds-Serial C. Par - \$1,500,000.00	1,494,450.00	---	1,494,450.00
Old Check to R.L.Van Zandt, Receiver, Tex. Natl Bk. Cancelled	1,097.47	---	1,097.47
Refund Abstract & Recording for Owners	87.85	---	87.85
Sale of Land- W. H. Aston	778.82	---	778.82
Collection for Contractors	544.00	---	544.00
Dividend Texas Natl Bank Claim- 35%	1,139.42	---	1,139.42
Sale of Crops	29.17	---	29.17
Refund Condemnation Deposits	24,181.72	---	24,181.72
Total Receipts	1,540,361.85	2,494.34	1,542,856.19

RECAPITULATION

Balance in Bank December 31st-1931			\$ 1,093,870.83
Receipts	\$ 1,540,361.85	\$ 2,494.34	<u>1,542,856.19</u>
Totals			2,636,727.02
Disbursements-Per Detail	2,248,826.53	312,003.43	<u>2,560,829.96</u>
Balance in Continental Natl Bank December 31st-1931			\$ 75,897.06

DISBURSEMENTS

	<u>Total To</u> <u>11-30-31</u>	<u>December</u> <u>1931</u>	<u>Total To</u> <u>12-31-31</u>
<u>OFFICE</u>			
Salaries	\$ 4,125.00	\$ 375.00	\$ 4,500.00
Rent	456.50	41.50	498.00
Stationery & Supplies	168.23	13.15	181.38
Telephone & Telegrams	104.50	9.80	114.30
Postage	35.32	---	35.32
Insurance on Furniture & Fixtures	21.50	---	21.50
Totals	<u>4,910.75</u>	<u>439.45</u>	<u>5,350.50</u>
<u>DIRECTORS</u>			
Directors Fees	2,260.00	150.00	2,410.00
Premium on Directors Bonds	62.50	---	62.50
Recording Directors Bonds	2.00	---	2.00
Totals	<u>2,324.50</u>	<u>150.00</u>	<u>2,474.50</u>
<u>ENGINEERING</u>			
Hawley & Freese	62,000.00	6,000.00	68,000.00
Daniel W. Mead	1,110.56	---	1,110.56
Totals	<u>63,110.56</u>	<u>6,000.00</u>	<u>69,110.56</u>
<u>CONSTRUCTION</u>			
Contractors-Eagle Mt. Dam	1,080,518.70	59,685.68	1,140,204.38
Bridgeport Dam	796,990.72	242,940.36	1,039,931.08
Clearing Laird Land-Bridgeport	5,814.56	---	5,814.56
Damage Claim-Texas Pipe Line Co. EM	25,000.00	---	25,000.00
" " " Power & Light Co. BP	3,500.00	---	3,500.00
" " Southwest Tel. Co. - EM	210.00	---	210.00
" " R.R. Harris - EM	500.00	---	500.00
Totals	<u>1,912,533.98</u>	<u>302,626.04</u>	<u>2,215,160.02</u>
<u>LAND DEPARTMENT</u>			
Abstract & Recording Expense	317.72	9.25	326.97
" " " for Owners	386.39	7.50	393.89
Abstracts-Condernation	401.50	---	401.50
Telephone & Telegrams	36.55	1.30	37.85
Cemetery Removal	525.00	---	525.00
Taxes on Land Purchased	2,848.77	---	2,848.77
Land Purchased in Fee - EM	69,612.82	1,083.75	70,696.57
" " " " BP	80,477.03	---	80,477.03
" " Perpetual Easement-EM	290.81	---	290.81
" " " " BP	1,876.99	---	1,876.99
Court Cost in Condemnation	274.85	74.05	348.90
Services in Condemnation	990.00	360.00	1,350.00
Deposits " "	84,612.50	---	84,612.50
Sundry Condemnation	78.00	12.13	90.13
Tenents for Releasing Land	45.00	---	45.00
Commission - G. W. Duke	177.75	---	177.75
Court Cost on Land Purchased	46.05	---	46.05
Advance on Lien-J.S.Manning Estate	249.83	---	249.83
Insurance-Rominger Property	68.24	---	68.24
Traveling Expense	7.77	---	7.77
Fencing Buckner Land	---	90.40	90.40
Expense Clearing Land Title- I Lyda etal	100.00	99.05	199.05
Totals	<u>243,423.57</u>	<u>1,737.43</u>	<u>245,161.00</u>
<u>LEGAL DEPARTMENT</u>			
Legal Services	11,458.33	1,041.67	12,500.00
Traveling Expense	61.94	---	61.94
Telephone & Telegrams	83.18	5.65	88.83
Court Cost	60.00	---	60.00
Miscellaneous-Copy of Decision	3.00	---	3.00
Special Service-Burch & Woodruff	1,600.00	---	1,600.00
Totals	<u>13,266.45</u>	<u>1,047.32</u>	<u>14,313.77</u>

DISBURSEMENTS-Con.

ELECTION

Fees-Officials & Clerks	\$ 1,044.00	\$ ---	\$ 1,044.00
Rent of Polling Places	55.00	---	55.00
Election Supplies & Delivery	548.60	---	548.60
Postage	4.68	---	4.68
Publishing Notice of Election	253.80	---	253.80
Totals	<u>1,906.08</u>	---	<u>1,906.08</u>

PREPARATION & SALE OF BONDS

Postage	31.00	---	31.00
Registering Bond-Photostat Copy	.40	---	.40
Printing Proposals	103.50	---	103.50
Telephone & Telegrams	13.26	3.19	16.45
Insurance & Postage-Shipping Bonds	236.70	---	236.70
Printing Bonds	675.00	---	675.00
Approving Opinion	750.00	---	750.00
Traveling	81.49	---	81.49
Sundries	2.50	---	2.50
Totals	<u>1,893.85</u>	<u>3.19</u>	<u>1,897.04</u>

MISCELLANEOUS

Advertising for Depository Bids	24.60	---	24.60
Handling Charges Paying Bond Coupons	204.91	---	204.91
Auditing	330.00	---	330.00
Collection for Contractors	544.00	---	544.00
R. L. Van Zandt, Receiver, Texas			
National Bank Settlement	4,352.98	---	4,352.98
Totals	<u>5,456.49</u>	---	<u>5,456.49</u>

Grand Totals	2,248,826.53	312,003.43	2,560,829.96
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I N T E R E S T & S I N K I N G F U N D

RECEIPTS

	<u>Total To</u> <u>11-30-31</u>	<u>December</u> <u>1931</u>	<u>Total To</u> <u>12-31-31</u>
Taxes, Penalties & Interest	\$ 187,333.07	\$ 58,988.45	\$ 246,321.52
Interest on Tax Collectors Balances	560.35	48.24	608.59
Interest on Daily Bank Balances	2,912.56	161.66	3,074.22
Accrued Interest on Bonds Sold-Ser.C.	7,125.00	---	7,125.00
	<hr/>		<hr/>
Total Receipts	197,930.98	59,198.35	257,129.33
Balance in Bank December 31st-1930			<u>78,119.51</u>
Total			335,248.84

DISBURSEMENTS

Interest on Bonds	201,250.00	---	201,250.00
Audit of 1929 Tax Collections	525.00	---	525.00
Premium on Tax Collectors Bond	168.75	---	168.75
J. L. Wright Assessing Taxes	---	1,750.00	1,750.00
L. P. Card Collecting Taxes	---	300.00	300.00
	<hr/>		<hr/>
Total Disbursements	201,943.75	2,050.00	203,993.75

Balance in Continental Natl Bank December 31st-1931 131,255.09

"EXHIBIT B"
2/2/32.

STATE OF TEXAS)
(
TARRANT COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT made and entered into this day between J. LESTER WRIGHT, Tarrant County Tax Assessor and Tarrant County Water Control and Improvement District Number One.

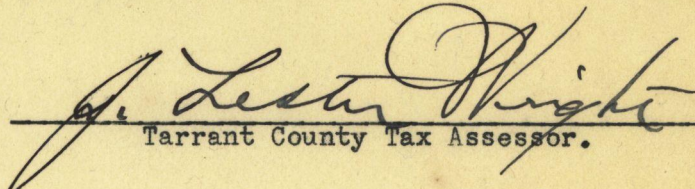
THE TAX ASSESSOR agrees to do and perform services for Tarrant County Water Control and Improvement District Number One, as follows:

(a) To make what is known as a primary Tax Roll for the year 1932, for Tarrant County Water Control and Improvement District Number One for their files:

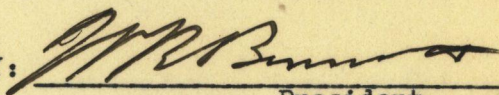
(b) To place the assessed values and amount of taxes due thereon, on Tax Collector's Roll, in order that taxes may properly be collected by the Tax Collector's Office.

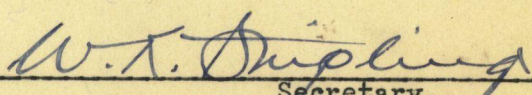
FOR THIS SERVICE the Tarrant County Water Control and Improvement District Number One agree to pay to J. LESTER WRIGHT, Tarrant County Tax Assessor, on or before December 15, 1932, the sum SEVENTEEN HUNDRED AND FIFTY (\$1750.00) DOLLARS.

WITNESS OUR HANDS at Fort Worth, Texas, this the 30th day of December, A. D. 1931.


Tarrant County Tax Assessor.

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE,

BY: 
President.


Secretary.

LOST INSTRUMENT BOND

"EXHIBIT C" 2/2/32.

THE AETNA

CASUALTY AND SURETY COMPANY



HARTFORD CONNECTICUT

MORGAN B. BRAINARD

PRESIDENT

Know all Men by These Presents, That we

Peoples Life Insurance Company, Frankfort, Indiana,

as Principal(s)

(hereinafter called "Principal"), and The Aetna Casualty and Surety Company, a Connecticut corporation, duly authorized to transact the business of indemnity and suretyship in the State of Indiana, as Surety (hereinafter called "Surety"), are held and firmly bound unto

Tarrant County Water Control and Improvement District No. 1, Fort Worth Texas and/or Central Hanover Bank and Trust Company of New York, N.Y.

its successors and assigns, as their respective interests may appear (hereinafter called "Obligee"), in the sum of Two Hundred Fifty and no/100----- Dollars (\$ 250.00) lawful money of the United States, to be paid to the Obligee or the legal representatives of said obligee; for which payment, well and truly to be made, the said Principal binds himself (themselves, itself), his (their, its) heirs, executors, administrators, successors, and assigns, and said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals this 18 day of December 1931 .

WHEREAS, the aforesaid Principal is the owner of Coupon Number Four (4), maturing on September, 15, 1931, issued by Tarrant County Water Control and Improvement District No. 1 as an integral part of bonds of said District, being bonds of Series "A", serial numbers 1441 to 1445, both inclusive, each coupon being for the sum of Twenty Five Dollars, the five coupons representing the total sum of One Hundred Twenty Five Dollars. Said coupons were payable by and at the Central Hanover Bank and Trust Company, in the city of New York, New York

and has lost, mislaid or destroyed said instrument or instruments, so that the same cannot be found or produced; and

WHEREAS, the Obligee has agreed with the Principal upon the security of this bond of indemnity to duplicate said instrument or instruments so lost, mislaid or destroyed, or to pay to said Principal or credit to said Principal's account the value thereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Obligee shall issue or cause to be issued to the Principal or Principal's order new or duplicate instrument or instruments in place of the aforementioned lost, mislaid or destroyed, or if the Obligee shall pay to Principal or credit to Principal's account the value thereof; and if the Principal, the heirs, executors, administrators, successors or assigns of said Principal, or any of them, shall, in case such lost, mislaid or destroyed instrument, or instruments, be found or come into the hands or power of any of them, or into the hands, custody or power of any other person or persons, deliver or cause the same to be delivered unto the Obligee in order to be cancelled and also shall at all times indemnify and save harmless the Obligee from and against any and all costs, actions, suits, damages, charges or expenses, by reason of said lost, mislaid or destroyed instrument or instruments, or the issuance of other or others in lieu thereof, or the paying or crediting as aforesaid of the value thereof without the surrender of said instrument or instruments, then this obligation to be void, and otherwise to remain in full force and virtue.

Peoples Life Insurance Co.
By: Eugene O. Bump (L.S.)
The Aetna Casualty and Surety Company.

By: R.A. Seal, Attorney-in-fact

INDEX

STATE OF
COUNTY OF

} ss.:

On this _____ day of _____, 19____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of _____; that he is _____ of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Company; that he signed his name thereto by like authority; that he is acquainted with _____; that he knows him to be the _____ that the signature of the said _____, subscribed to said instrument, is in the genuine handwriting of said _____, and was thereto subscribed by like authority of the said Board of Directors, and in the presence of affiant _____

Individual Acknowledgment

STATE OF _____ }
COUNTY OF _____ } ss.:

On this _____ day of _____, 19____, before me personally came _____ to me known and known to me to be the individual _____ described in and who executed the within Bond, and _____ he _____ acknowledged to me that _____ he _____ executed the same

Firm Acknowledgment

STATE OF _____ }
COUNTY OF _____ } ss.:

On this _____ day of _____, 19____, before me personally appeared _____ to me known and known to me to be one of the firm _____ described in and who executed the foregoing instrument, and _____ thereupon _____ acknowledged to me that _____ executed the same as and for the act and deed of said firm.

Corporation Acknowledgment

STATE OF _____ }
COUNTY OF _____ } ss.:

On the _____ day of _____, 19____, before me personally appeared _____ to me known, who being by me duly sworn, did depose and say: that he resided in _____ that he is the _____ President of _____ the corporation described in and which executed the above instrument; that he knew the seal of said corporation: that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Bond

FOR SECURITIES LOST OR DESTROYED

\$ 250.00

OF THE

THE AETNA

Casualty and Surety Company

HARTFORD, CONN.



ON BEHALF OF

Peoples Life Insurance Co.,

Frankfort, Indiana

IN FAVOR OF

**CERTIFICATE OF AUTHORITY OF RESIDENT VICE-PRESIDENTS,
RESIDENT ASSISTANT SECRETARIES AND ATTORNEYS-IN-FACT.**

Know all Men by these Presents, That H. C. Griswold, H. E. Curry, P. P. Lamy,
I. S. Sturgeon and Robert H. Sedoy, Resident Vice Presidents; H. C. Griswold, H. E.
Curry and P. P. Lamy, Resident Assistant Secretaries; H. E. Curry and Ralph A. Seal,
Attorneys-in-fact;

have been and are hereby appointed Resident Vice-Presidents, Resident Assistant Secretaries, and Attorneys-in-Fact, respectively, of THE AETNA CASUALTY AND SURETY COMPANY, of Hartford, Connecticut, at Indianapolis, Ind., and as such Resident Vice-Presidents, Resident Assistant Secretaries, and Attorneys-in-Fact have full power and authority to sign, execute and deliver, on behalf of THE AETNA CASUALTY AND SURETY COMPANY, any and all bonds, and undertakings, and all bonds and undertakings signed by any one of said Resident Vice-Presidents, or Attorneys-in-Fact, when sealed and attested by any one of said Resident Assistant Secretaries, or Attorneys-in-Fact (except when executed under an individual Attorney-in-Fact Power of Attorney), shall be as valid and binding upon the Company as if said bonds and undertakings had been signed by the President and duly sealed and attested.

THE AETNA CASUALTY AND SURETY COMPANY

BY:

A. R. SEXTON

Secretary

State of Connecticut, County of Hartford, ss:

On this 1st day of July A.D. 19 31, before me personally came A. R. SEXTON to me known, who, being by me duly sworn, did depose and say: That he resides in the City of Hartford, State of Connecticut; that he is the Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

H. H. POTTER

Notary Public.

This appointment is made under and by authority of the following By-Law adopted by the Board of Directors of the Company at a meeting duly called and held on the 28th day of December, 1911:

Article 8. Resident Officers, Attorneys-in-Fact and Agents.

SECTION 1. The President, any Vice-President or the Secretary may from time to time appoint Resident Vice-Presidents, Resident Assistant Secretaries, Attorneys-in-Fact and Agents to represent and act for and on behalf of the Company, and either the President, any Vice-President, the Secretary or the Board of Directors may at any time remove any such Resident Vice-President, Resident Assistant Secretary, Attorney-in-Fact or Agent and revoke the power and authority given him.

SECTION 2. Resident Vice-Presidents may, subject to the provisions and limits named in their certificate of authority, sign and execute, on behalf of the Company, any and all bonds and undertakings and other writings obligatory in the nature of a bond, and may bind the Company thereby as fully and to the same extent as the President or any other Officer could bind it; such bonds and undertakings, however, to be attested in every instance by a duly appointed Resident Assistant Secretary.

SECTION 3. Resident Assistant Secretaries may, subject to the provisions and limits named in their certificate of authority, affix the seal of the Company to and attest on behalf of the Company any and all bonds and undertakings and other writings obligatory in the nature of a bond, and may bind the Company thereby as fully and to the same extent as the Secretary or any other Officer could bind it; such bonds and undertakings, however, to be signed and executed in every instance by a duly appointed Resident Vice-President.

SECTION 4. Attorneys-in-Fact may, subject to the provisions and limits named in their certificate of authority, execute and deliver and attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature of a bond on behalf of the Company, and any such instrument executed by any such Attorney-in-Fact, when attested by any other Attorney-in-Fact shall be as binding upon the Company as if signed, sealed, and attested by any Officer of the Company.

At a regular meeting of the Board of Directors of the Company, duly called and held on the 25th day of April, A. D. 1912, the following By-Law was adopted:

SECTION 5. Attorneys-in-Fact may, subject to the provisions and limits named in their Certificate of Authority, execute and deliver and attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature of a bond on behalf of the Company, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Secretary.

State of Connecticut, County of Hartford, ss:

I, H. H. POTTER Resident Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, have compared the foregoing By-Laws with the originals thereof, as recorded in the Minute Book of said Company, and do hereby certify that the same are true and correct transcripts therefrom; and that I have compared the above certificate of authority with the original thereof, and do hereby certify that the same is a true and correct copy thereof.

Given under my hand and the seal of the Company at Hartford, Connecticut, this 1st day of July 19 31.

H. H. Potter
Resident Assistant Secretary.

STATE OF Indiana
COUNTY OF Marion

} ss. I, Robert H. Espey

a Notary Public in and for said County and State, do hereby certify that

~~Resident Vice-President, and~~

~~Resident Assistant Secretary,~~

R.A. Seal

Attorney in fact,
of **The Aetna Casualty and Surety Company**, who is personally known to
me to be the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that he signed, sealed and
delivered said instrument, for and on behalf of **The Aetna Casualty and Surety**
Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18 day of December,
A. D. 19 31

Robert H. Espey
Notary Public.

My commission expires Nov. 19, 1932

