GED/skh O&4&f 12-2-71

IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

FILED
U. S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS
DEC 8 1971
JAMES R. COONEY, CLERK
BY DEPUTY Mildred C. Vincent

CLARENCE BOREL

vs.

FIBREBOARD PAPER PRODUCTS CORPORATION, et al

CIVIL ACTION NO. 6449

BOND FOR COSTS ON APPEAL

KNOW ALL MEN BY THESE PRESENTS:

That we, Pittsburgh Corning Corporation, as principal, and Travelers Indemnity Company, as surety, are held and firmly bound unto Freida Borel in the full and just sum of Two Hundred and Fifty ($250.00) Dollars to be paid to said Freida Borel, her heirs, executors, administrators and assigns; to which payment, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally by these presents.

Sealed with our seals and dated this 3rd day of December, 1971.

WHEREAS, on November 30, 1971, in an action pending in the United States District Court for the Eastern District of Texas, Beaumont Division, between Freida Borel, successor to Clarence Borel, deceased, as Plaintiff, and Pittsburgh Corning Corporation, as Defendant, a judgment was entered against the said Pittsburgh Corning Corporation, and the said Pittsburgh Corning Corporation having filed a notice of appeal from such judgment to the United States Court of Appeals for the Fifth Circuit;

NOW THEREFORE, the condition of this obligation is such that if the said Pittsburgh Corning Corporation shall prosecute its appeal to effect and shall pay costs if the appeal is dismissed or the judgment affirmed, or such costs as the said Court of Appeals may award against the said Pittsburgh

2007

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Corning Corporation if the judgment is modified, then this obligation shall be void; otherwise to remain in full force and effect.

PITTSBURGH CORNING CORPORATION

By George E. Duncan
Its Attorney of Record

TRAVELERS INDEMNITY COMPANY

By Wayne W. Brown
Its Attorney In Fact

TAKEN and ACKNOWLEDGED before me, this 3rd day of December, A. D. 1971, as to PRINCIPAL.

Barbara A. Barnett
Notary Public in and for
Jefferson County, Texas

TAKEN and ACKNOWLEDGED before me, this 3rd day of December, A. D. 1971, as to SURETY.

Barbara A. Barnett
Notary Public in and for
Jefferson County, Texas

2009

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The Travelers Indemnity Company
Hartford, Connecticut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

Wayne W. Brown, Wayne W. Brown, Jr., both of Beaumont, Texas, EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof not exceeding in amount One Hundred Thousand Dollars ($100,000) in any single instance

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

ARTICLE IV, SECTION 11. The Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President, any Second Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

ARTICLE IV, SECTION 13. Any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary or when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President or any Second Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 30th day of November, 1959:

VOTED: That the signature of any officer authorized by the By-Laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 22nd day of September 19 65.

THE TRAVELERS INDEMNITY COMPANY

By G. Roger Wheeler

Secretary, Fidelity and Surety

THE TRAVELERS INDEMNITY COMPANY SEAL

State of Connecticut, County of Hartford—ss:

On this 22nd day of September in the year 1965 before me personally came G. Roger Wheeler to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Fidelity and Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above 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 his office under the by-laws of said corporation, and that he signed his name thereto by like authority.

MARGARET D. TUTTLE NOTARY PUBLIC HARTFORD, CONN.

Margaret D. Tuttle

Notary Public

My commission expires April 1, 1969

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(Over)

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CERTIFICATION

I, Wm A. Shrake, Assistant Secretary (Fidelity and Surety) of THE TRAVELERS INDEMNITY COMPANY certify that the foregoing power of attorney, the above quoted Sections 11. and 13. of Article IV of the By-Laws and the Resolution of the Board of Directors of November 30, 1959 have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this day of 19 .

THE TRAVELERS INDEMNITY COMPANY SEAL

wm a. Shrake

Assistant Secretary, Fidelity and Surety

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