January 21, 1938.

The Cleveland Trust Co.,
Corporate Trust Dept.,
Cleveland, Ohio.

Attention: Mr. H. E. White,
Assistant Trust Officer.

Gentlemen:

Herewith Certified Copy of Resolution adopted by the Board of Directors, at the annual meeting on December 14th, approving the bond and authorizing the issuance of a certificate for two shares of Series "AA" 5% Preferred Stock of this company to Estelle B. Hagerty.

We regret the delay in furnishing this certificate and trust you will pardon it.

Yours very truly,

THE SHERWIN-WILLIAMS CO.

SECRETARY'S OFFICE JAN 21 1938 C.J.

Secretary.

CJR

N24194

# The Cleveland Trust Company

CLEVELAND, OHIO

CORPORATE TRUST DEPT.

November 5, 1937.

The Sherwin-Williams Company,
Mr. L. H. Schroeder, Treasurer,
Midland Building,
Cleveland, Ohio.

Gentlemen:

We inclose copy of bond of indemnity and affidavit of loss executed by Estelle B. Hagerty as principal, and Fidelity and Deposit Company of Maryland as surety, tendered to us to procure the issuance of a certificate to replace certificate of deposit No. 2182 representing 2 shares 6% preferred stock of your company registered in the name of Estelle B. Hagerty.

If the bond is acceptable to you, please have the same approved by your board of directors, and furnish us with a copy of resolution authorizing issuance of a new certificate.

In the meantime, kindly acknowledge receipt of the inclosures by signing and returning the carbon copy of this letter.

Very truly yours,

H. E. White

H. E. WHITE,
Assistant Trust Officer.

McF:DK
Incl.
404

N24194.01

# IMPORTANT INSTRUCTIONS

1. The indemnity bond must be executed by the owner(s) of the original securities and one of the standard surety companies, acceptable to the obligees therein named, having a capital and surplus of at least one million dollars ($1,000,000) and being included in the list of surety companies acceptable by the Treasury Department as sureties upon bonds to the United States Government. Where principal is a corporation a certified copy of the resolution of its board of directors authorizing it to execute the bond must be attached to each counterpart thereof. The seal of such corporation must be impressed upon the bond.

2. The indemnity bond must be acknowledged by both principal(s) and surety. The notary public or other competent authority taking the acknowledgments should affix his seal of office and state the date on which his commission expires and in case the bond is executed outside of the State of Ohio, a county clerk's certificate of his authority should be obtained and affixed to each counterpart.

3. Where the indemnity bond is executed by an attorney-in-fact or "resident" officer, proof of his authority must be attached to each counterpart, and such proof should be made by some one other than the attorney himself. Surety should furnish the obligees a certificate showing the maximum amount for which surety may obligate itself under the laws of the state of its incorporation, in respect of any single risk. The corporate seal of the surety must be impressed.

4. Sufficient counterparts should be executed so that one may be filed with each obligee. If more than two counterparts shall be required obligees will specify.

5. All blank spaces must be properly filled in. Alterations and interlineations must not be made in the printed forms. Principal(s) should state residence in full.

6. Affidavit(s) establishing ownership of the lost, stolen or destroyed securities and setting forth in detail the facts and circumstances of the loss, theft or destruction should be attached to each counterpart of the indemnity bond.

7. The applicant for the issuance of duplicate securities will be required to pay all expenses in connection with their preparation, including counsel fees of the obligees.

8. The indemnity bond and affidavit must be approved by the company, committee, trust, receiver, government, municipality, or other entity issuing the securities. Duplicate securities will not be issued or payment made until at least six months shall have elapsed after notice of loss, theft or destruction.

9. In cases where the new or duplicate instrument is to be registered in a name other than that of the registered holder of the lost, destroyed or stolen instrument, all the formalities necessary to complete a transfer must be complied with, including the furnishing of a stock power or bond power signed by the registered holder or his representatives, a signature guaranty, transfer tax stamps, and such additional instruments as, in the opinion of counsel, may be necessary.

**THE CLEVELAND TRUST COMPANY**
**Corporate Trust Department**
**916 EUCLID AVENUE**
**CLEVELAND, OHIO**

N24194.02

# INDEMNITY BOND #4254764

**Know all Men by these Presents,** That we,

Estelle B. Hagerty- - - - - - - - - - - - - - - - - - - - - - - - - - - - -

residing or having............principal office at.......................................................................................... as Principal(s) (hereinafter called "Principal" or "Principals"), and Fidelity and Deposit Company of Maryland, a Maryland Corporation, of Baltimore, Maryland

duly authorized to transact the business of indemnity and suretyship in the State of Ohio, and having an office and place of business in said State at Cincinnati,
as Surety (hereinafter called "Surety"), herein collectively called "Obligors," are held and firmly bound unto The Sherwin-Williams Company, Cleveland, Ohio,

and unto all persons, firms, and corporations who shall have been or shall have acted as trustee, depositary, agent, or in any other fiduciary capacity or relation, whether or not such capacity or relation shall have terminated, in respect of the issue or delivery of any of the instruments, securities, or things of value or of any payment or credit hereinafter referred to, their respective representatives, successors and assigns (hereinafter collectively called "Obligees"), in the sum of - - - - - - - - - - - - - - - - - - - - - - - -Five Hundred- - - - - - - - - Dollars ($500.00- - - - - -) lawful money of the United States of America, to be paid to Obligees, their respective representatives, successors or assigns, as their respective interests may appear; for which payment well and truly to be made the Obligors bind themselves, their respective heirs, representatives, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITIONS OF THIS BOND ARE SUCH THAT**

WHEREAS, the Obligors represent that Principal(s) is/are the unqualified owner(s) of certificate of deposit No. 2182 representing 2 shares 6% preferred stock of The Sherwin-Williams Company registered in the name of Estelle B. Hagerty

(such instruments(s) being hereinafter called "original" or "originals"), and that the same has/have been mislaid, lost, stolen or destroyed, but has/have not been sold, pledged, transferred or the interest therein assigned in any manner by the Principal(s), which original(s) cannot now be found or produced and of which the present whereabouts are unknown to the Principal(s), who is/are the sole owner(s) thereof and to which no other person has any claim whatsoever, by virtue of which Principal(s) has/have requested the Obligees to issue to Principal(s) or order new or duplicate instruments(s) or to deliver to Principal(s) or order securities, instruments or things of value, or to pay to Principal(s) or order or to credit to an account the amount due on said original(s) or an amount equal to the value of said original(s), without surrender or presentation thereof for cancellation or indorsement or for any other purpose; and

WHEREAS, on the faith of the foregoing representations and in consideration of this bond of indemnity, the Obligees have complied or agreed to comply with said requests:

NOW, THEREFORE, if the Principal(s), the heirs, representatives, successors or assigns of the Principal(s), or any of them, in case the original(s) shall be found or come into the hands, custody or power of any of them, or into the hands, custody or power of any person, shall deliver or cause the same to be delivered unto the Obligees in order that the same may be cancelled, and also at all times shall defend, indemnify and save harmless the Obligees from and against any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character relative to the original(s); and/or any instrument of purported like issue and amount which because of alteration, change or counterfeit may not be identified as or as not the said mislaid, lost, stolen or destroyed original(s); and/or any instrument or thing of value issued or delivered in lieu of said original(s); and/or any payment, credit, transfer, registration, conversion, exchange or delivery in respect of the original(s) without surrender thereof, whether or not caused by, based upon or arising out of inadvertence, accident, oversight or neglect on the part of the Obligees, or any of them, or their respective officers, agents, clerks, or employees and/or omission or failure to inquire into, contest or litigate the

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right of any applicant to receive any such instrument, thing, payment, credit, transfer, registration, conversion, exchange, issue or delivery, and/or caused by, based upon or arising out of the release of any security or the satisfaction of any instrument under which the original(s) and/or duplicate(s) are issued or secured, and/or caused by, based upon or arising out of any other matter or thing whatsoever, then this Obligation shall be void; otherwise it shall remain in full force and effect.

Principal(s) and Surety agree that, in case of any default under the conditions of this bond, Principal(s) and Surety waive and release any and all right or claim against Obligees or any of them, whether by way of subrogation or otherwise, for any loss, expense or liability incurred by Principal(s) and/or Surety caused by, based upon or arising out of the enforcement of this bond by Obligees or any of them.

Surety agrees that its liability hereunder shall be absolute, regardless of any liability of Principal(s) hereunder, whether by reason of any irregular or unauthorized execution of or failure to execute this bond, or any absence or termination of interest of Principal(s) in the subject matter hereof, or otherwise.

And Principal(s) hereby further agree(s) to furnish to Obligees upon demand, without any expense to Obligees, a new Bond of Indemnity, which may differ from this Bond in amount or in any other respect, with satisfactory Surety or Sureties in case this obligation should not, at any time for any reason in the opinion of Obligees, afford sufficient protection.

It is the intention of Obligors and Obligees that this Bond shall be interpreted and construed and that performance hereof shall be governed by the laws of the State of Ohio as far as permitted by law.

SEALED with our seals and executed at Cincinnati, State of Ohio in 4 counterparts this 22nd day of October 1937.

Individual x Estelle B. Hagerty (L. S.)
Principal

Partnership ............ (L. S.)
Principal

By............
A Partner

Corporation ............
Principal

By............
Vice President

(Seal of Corporation)

Attest: ............
Assistant Secretary

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

(Seal of Surety)

By William B. Hein
William B. Hein ~~Vice-President~~
Attorney-in-Fact

Attest:
N. M. Sloan
~~Assistant Secretary~~

STATE OF Ohio
COUNTY OF Fayette } ss.:

Individual Acknowledgment

On this 2 day of Nov, 1937 before me personally appeared Estelle B Hagerty of ............, to me known and known to me to be the person(s) described in and who executed the foregoing instrument, and he/they thereupon acknowledged to me that he/they executed the same.

(Seal)

W. B. Hyer
Notary Public in and for the above County and State.
My commission expires............

W. B. Hyer, Notary Public
My commission expires Sept. 14/39

0007-SWP-000108526

AFFIDAVIT OF LOSS — The Cleveland Trust Company CLEVELAND, OHIO

STATE OF Ohio }
COUNTY OF Fayette } ss:

On this 25 day of Sept, 1937, before me, a Notary Public within and for said state and county, personally appeared Estelle B. Hagerty who being by me duly sworn, did depose and say as follows:

I reside at 805 Briar Avenue, Washington Court House, Ohio

I am the sole and absolute owner of Certificate of deposit No. 2182 representing 2 shares 6% preferred stock of The Sherwin-Williams Company registered in the name of Estelle B. Hagerty.

I have not sold, transferred, assigned or hypothecated said instrument(s) or in any other way divested myself or been divested of the ownership thereof; said instrument or instruments at the time of said loss were not indorsed ~~in blank~~* ~~to~~**

Said instrument(s) has been lost or destroyed under the following circumstances: I last saw said instrument*** when I received it in the mail and believe it was later destroyed by fire

I make this affidavit for the purpose of inducing the obligor to issue a duplicate or duplicates of the above described instruments or to pay or credit an amount equal to value of same or to take other action without requiring the surrender of said instruments.

Subscribed and sworn to before me this 25 day of Sept, 1937

W. B. Hyer

Notary Public County

[SEAL]

(Signature) Estelle B. Hagerty

(Address) 805 Briar Ave. Washington C. H. Ohio

* If not indorsed in blank, strike out.
** If indorsed, insert name of assignee, if any.
*** Set forth in detail the facts in reference to the loss or destruction.

TC-888 500 1-37

W. B. HYER, Notary Public
My commission expires Sept. 14/39

N24194.04

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General Form

# Fidelity and Deposit Company of Maryland

(INCORPORATED FEBRUARY 1890)

HOME OFFICE BALTIMORE, MD.

## *Financial Statement June 30, 1937*

### *Assets*

| | | |
|---|---|---|
| *Bonds and Stocks | | $16,159,696.40 |
| Home Office Building (Assessed Valuation) | | 2,357,300.00 |
| Cash in Banks and Offices | | 1,878,043.84 |
| Mortgage Loans | | 93,000.00 |
| Premiums in Course of Collection | | 2,348,805.67 |
| Reinsurance and other Accounts Receivable | | 107,056.68 |
| | | $22,943,902.59 |
| Premiums in Course of Collection (Prior to April 1, 1937) deducted according to rulings and regulations of various Insurance Departments | | 195,039.42 |
| TOTAL ADMITTED ASSETS | | $22,748,863.17 |

### *Liabilities*

| | | |
|---|---|---|
| Reserve for Unearned Premiums | | $6,650,116.78 |
| Reserve for Claims | | 5,757,583.52 |
| Reserve for Taxes and Expenses | | 1,199,543.12 |
| Reserves, Miscellaneous | | 486,575.09 |
| Reserve for Return and Advanced Premiums | | 135,697.96 |
| Reinsurance Payable to Other Companies | | 444,517.52 |
| TOTAL RESERVES | | $14,674,033.99 |
| Capital Stock | $2,400,000.00 | |
| Surplus | 5,674,829.18 | |
| Surplus to Policyholders | | 8,074,829.18 |
| TOTAL LIABILITIES | | $22,748,863.17 |

**Bonds carried at amortized values and stocks at June 30, 1937 market quotations. On the basis of June 30, 1937 market quotations for all bonds owned, the Company's total admitted assets would be increased to $22,912,522.24 and the net surplus to $5,838,488.25. Securities carried at $987,441.50 in the above statement are deposited as required by law.*

I, ROLAND BENJAMIN, Treasurer of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 30th day of June, 1937, according to the best of my information, knowledge and belief.

*Roland Benjamin*
*Treasurer*

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

Subscribed and sworn to, before me, a Notary Public of the State of Maryland in the City of Baltimore, this 20th day of July, 1937.

NOTARIAL SEAL

*August R. Fromm*
*Notary Public*

N24194.05

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This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated

(General-Ctf.)

# POWER OF ATTORNEY

# Fidelity and Deposit Company of Maryland

HOME OFFICE: BALTIMORE, MARYLAND

KNOW ALL MEN BY THESE PRESENTS:

That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by **B. H. MERCER**, Vice-President, and **A. W. SPARROW, Jr.**, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or First Vice-President, or Second Vice-President, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact, as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company, any bonds, recognizances, stipulations, undertakings, deeds, releases of mortgages, contracts, agreements and policies, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint **William A. Hein, of Cincinnati, Ohio,**

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings, each in a penalty not to exceed the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000).**

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Maryland, in their own proper persons.

**This Power of Attorney revokes that issued on October 3, 1935, on behalf of William A. Hein, of Charleston, West Virginia.**

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this **17th** day of **September**, A. D. 1937.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

(SIGNED) **A. W. SPARROW, Jr.** By **B. H. MERCER**
(SEAL) *Assistant Secretary* *Vice-President*

STATE OF MARYLAND }
CITY OF BALTIMORE } ss:

On this 17th day of September, A. D. 1937, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED) **GLADYS A. ATKINS**
(SEAL) *Notary Public*
My commission expires May 1, 1939

## CERTIFICATE

I, GEORGE D. HENRY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the attached Power of Attorney dated September 17, 1937, in behalf of **William A. Hein, of Cincinnati, Ohio, is a true and correct copy and that same has been in full force and effect** since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said B. H. Mercer and A. W. Sparrow, Jr., who executed the attached Power of Attorney as Vice-President and Assistant Secretary respectively, were on the date of the execution of the attached Power of Attorney the duly elected Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and that the said B. H. Mercer was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact or to authorize any person or persons to execute on behalf of the Company any bonds, recognizances, stipulations, undertakings, deeds, releases of mortgages, contracts, agreements and policies, and to affix the seal of the Company thereto as provided in said Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company on October 22- 1937

*Assistant Secretary*

N24194.06

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STATE OF ............ }
COUNTY OF ............ } ss.:

Partnership Acknowledgment

On this ............ day of ............, 19...., before me personally appeared ............, to me known and known to me to be a member of the firm of ............, described in and which executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal)

............
Notary Public in and for the above County and State.
My commission expires............

STATE OF ............ }
COUNTY OF ............ } ss.:

Corporation Acknowledgment

On the ............ day of ............, 19...., before me personally appeared ............, to me known, who being by me duly sworn, did depose and say: That he resides at ............, that he is the Vice President of ............, 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 order of the board of directors of said corporation; and that he signed his name thereto by like order.

(Seal)

............
Notary Public in and for the above County and State.
My commission expires............

STATE OF Ohio }
COUNTY OF Hamilton } ss.:

Surety Company Acknowledgment

On this 22nd day of October 1937, before me personally appeared William B. Hein, to me known, who, being by me duly sworn, did depose and say: That he resides at Cincinnati, Ohio; that he is the Attorney-in-Fact of Fidelity and Deposit Company of Maryland, the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

And the said deponent further said that he is acquainted with William B. Hein and knows him to be the Attorney-in-Fact of said corporation; that the signature of said officer or agent or attorney-in-fact subscribed to said instrument is in the genuine handwriting of said person, and was thereto subscribed by such person by the order of said board of directors, and in the presence of him the said deponent.

(Seal)

Franklin J. Roelle
Notary Public in and for the above County and State.
My commission expires............

FRANKLIN J. ROELLE
Notary Public, Hamilton County, Ohio
My Commission Expires Feb. 18, 1940

T. C. 84 500-5-38

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Received, date

From

Approved, date 11/5/37 by [signature] Officer

" as to form [signature], Counsel

" by Corporation, date

Attest: Sec'y

"Stop" notice on file

Entered in Bond of Indemnity Register, date

Action taken upon faith of this bond

By

Registered by Auditor, date by

REMARKS