

(CONSTABLE'S BOND)

Know all Men by these Presents,

THAT I, James J. O'Brien

as PRINCIPAL

and

as Sureties.

are holden and stand firmly bound and obliged unto the CITY OF CAMBRIDGE in the full and just sum of Three Thousand (\$3,000) DOLLARS, to be paid unto the said City. To which payment, well and truly to be made, we firmly bind ourselves, our heirs, executors, administrators, successors and assigns by these presents. Witness our hand and seals. Dated the 27th day of March in the year of our Lord one thousand nine hundred and 79

THE CONDITION OF THIS OBLIGATION IS SUCH,

That the aforesaid

James J. O'Brien

having been appointed by the City Manager of the City of Cambridge one of the Constables within the said City, for the term ending ~~one~~^{three} year from the first Monday in January, 1979, and until another be appointed in his place, now if said James J. O'Brien shall faithfully exercise all the powers and perform all the duties entrusted to and imposed upon him by the laws of the Commonwealth and the ordinances of the City of Cambridge; shall carefully intend the preservation of the peace, the discovery and prevention of all attempts against the same; shall duly execute all warrants which shall be sent unto him from lawful authority, and faithfully attend to all such directions in the laws and orders of Court, as are or shall be committed to his care; shall comply with the orders and directions of the City Manager and Council, which shall be passed from time to time for the regulation of the Constables; shall faithfully and with what speed he can, collect and levy all such fines, distresses, rates, assessments, and sums of money for which he shall have sufficient warrants according to law, rendering an account thereof, and paying the same according to the direction in his warrant; and also, if he shall faithfully perform all the duties of a Constable in the service of all civil processes which may be committed to him, then this obligation shall be void, otherwise it shall remain in full force and effect.

Signed, sealed and delivered
in presence of

James J. O'Brien

+ *R. Bruce Wyman* (Seal)
Notary

(Seal)

(Seal)

PEERLESS Insurance Company



An Old New England Company
INCORPORATED 1901
HOME OFFICE
KEENE, NEW HAMPSHIRE

AMOUNT \$ 3,000.00

No. S-86-69-73

KNOW ALL MEN BY THESE PRESENTS:

1 That James J. O'Brien, 75 Fayerweather Street, Cambridge, Massachusetts
2 as Principal (hereinafter called Principal), and the Peerless Insurance Company a corporation of the State
3 of New Hampshire, having its principal office in the City of Keene, New Hampshire, as Surety (hereinafter
4 called Surety), are held and firmly bound unto the City of Cambridge, Massachusetts
5
6 in the penalty of - - - - Three thousand and 00/100 - - - - Dollars (\$ 3,000.00),
7 to the payment whereof, well and truly to be made and done, the Principal binds himself, his heirs, executors,
8 and administrators, and the Surety binds itself, its successors and assigns, jointly and severally, firmly by
9 these presents.

10 Signed, sealed and dated this 9th day of February
11 A. D. nineteen hundred and seventy-nine

12 THE CONDITION OF THE AFOREGOING OBLIGATION IS SUCH, That WHEREAS, the Prin-
13 cipal was elected or appointed Constable

14
15 NOW, THEREFORE, if the Principal shall, during the term beginning on the 1st day of
16 February, 1979 and ending on the 4th
17 beginning on the day of January, 1982, well and
18 faithfully perform all and singly the duties incumbent upon him by reason of his election or appointment as
19 aforesaid, and honestly account for all moneys coming into his hands as such officer, according to law, except
20 as hereinafter limited, during said term, then this obligation shall be null and void, otherwise of full force and
21 virtue.

22 This Bond is executed by the Surety upon the following express conditions, which shall be conditions
23 precedent to the right of recovery hereunder:

24 FIRST: That regardless of the number of years this Bond shall continue or be continued in force, or be
25 renewed, and of the number of annual premiums that shall be payable or paid, the Surety shall not be liable
26 hereunder for more in the aggregate than the above named penalty.

27 SECOND: That the surety may, if it shall so elect, cancel this Bond by giving thirty (30) days notice in
28 writing to City of Cambridge, Massachusetts
29 and this Bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable,
30 however, subject to all the terms, conditions and provisions of this Bond, for any act or acts covered by this
31 Bond which may have been committed by the Principal up to the date of such cancelation; and the Surety
32 shall, upon surrender of this Bond and its release from all liability hereunder, refund the premium paid, less a
pro rata part thereof for the time this Bond shall have been in force.

Witness:

As to Principal

(James J. O'Brien) Principal (SEAL)

PEERLESS INSURANCE COMPANY

By
Helen M. O'Connor, Attorney-in-Fact

Know All Men by These Presents: That the PEERLESS INSURANCE COMPANY, a New Hampshire Corporation, having its principal office in the City of Keene, County of Cheshire, State of New Hampshire, pursuant to the following By-Law, adopted by the Stockholders of the said Company on May 2, 1966, to wit:

"ARTICLE 4 OF SECTION 2 — The President shall be the chief executive officer of the Company and shall have the powers generally possessed by such officer and any additional powers that may be conferred upon him by the Board of Directors or by the Executive Committee. The President or a majority of the Executive Committee may appoint Attorneys-in-Fact, Resident Vice Presidents and Resident Assistant Secretaries and assign to them such duties as may be advantageous to the Company including the execution and attestation of bonds, undertakings, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof and other documents on behalf of the Company with power to redelegate such authority. In case of the death, absence or inability to act of the President, the duties and powers of the President shall devolve upon an acting President who shall be a Director and shall be designated by the Executive Committee and act until the next Directors' meeting."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Peerless Insurance Company at its meeting duly called and held on the 14th day of December, 1972.

RESOLVED, that, the signatures of the President, Secretary, Treasurer, Vice President, Assistant Vice President and Assistant Secretary may be affixed to any such Power of Attorney or any certified copy thereof or any certification relating thereto, by facsimile and any such Power of Attorney or any certified copy hereof, or any certification relating thereto bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bonds, undertakings, recognizances or contracts of indemnity to which it is attached."

does hereby make, constitute and appoint

Helen M. O'Connor

of Waltham,

in the State of Massachusetts its true and lawful attorney (s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, without power of delegation, as follows:

bonds guaranteeing the fidelity of persons holding places of public or private trust; and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed, excluding contract bid and performance bonds, no one bond to exceed FIFTY THOUSAND DOLLARS (\$50,000.00);

and to bind the PEERLESS INSURANCE COMPANY thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the PEERLESS INSURANCE COMPANY, and all the acts of said Attorney (s), pursuant to the authority herein given, are hereby ratified and confirmed.

In Witness Whereof, the PEERLESS INSURANCE COMPANY has caused these presents to be signed by its President, and its Corporate Seal to be hereto affixed by its Secretary this 19th day of January 1977

Attest:

PEERLESS INSURANCE COMPANY

By:

Charles N. Tremblay
Secretary

Robert G. Pyne
President



State of New Hampshire }
County of Cheshire } ss.

On this 19th day of January, 1977, before the subscriber, a Notary Public of the State of New Hampshire, duly commissioned and qualified, came Robert G. Pyne, President and Charles N. Tremblay, Secretary of the PEERLESS INSURANCE COMPANY, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that Article 4, Section 2, of the By-Laws, of said Company, referred to in the preceding instrument is now in force.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at Keene, New Hampshire the day and year above written.

My commission expires July 14, 1981

Walter J. Blawie
Notary Public.

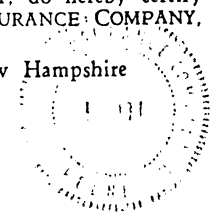
State of New Hampshire }
County of Cheshire } ss.

I, C. N. Tremblay, Secretary of the PEERLESS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a POWER OF ATTORNEY, executed by said PEERLESS INSURANCE COMPANY, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company, at Keene, New Hampshire this 9th day of February, 1979

Form PS-97B (Rev. 8/76)

Charles N. Tremblay
Secretary.



[Handwritten scribbles and signatures]

A-36

Constable Bond for
James J. O'Brien -

February 9, 1979