

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

WESTERN UNION

1206 10-51

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
			Oil Conservation Commission	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

**Santa Fe, New Mexico
December 7, 1953**

**Mr. William C. Webb
Turner, White, Atwood, McLane & Francis
17th Floor Mercantile Bank Building
Dallas, Texas**

This will constitute approval of unorthodox locations as per your application in behalf of Ralph E. Davis, Houston under date of December 4 situated in Section 1, Township 26 North, Range 8 West, San Juan County.

**R. R. Spurrier
Oil Conservation Commission**

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeatd message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeatd message and paid for as such, in consideration whereof it is agreed between the sender of the message and the Telegraph Company as follows:

1. The Telegraph Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeatd-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. Except as otherwise indicated in connection with the listing of individual places in the filed tariffs of the Telegraph Company, the amount paid for the transmission of a domestic telegram or an incoming cable or radio message covers its delivery within the following limits: in cities or towns of 5,000 or more inhabitants where the Telegraph Company has an office which, as shown by the filed tariffs of the Telegraph Company, is not operated through the agency of a railroad company, within two miles of any open main or branch office of the Telegraph Company; in cities or towns of 5,000 or more inhabitants where, as shown by the filed tariffs of the Telegraph Company, the telegraph service is performed through the agency of a railroad company, within one mile of the telegraph office; in cities or towns of less than 5,000 inhabitants in which an office of the Telegraph Company is located, within one-half mile of the telegraph office. Beyond the limits above specified the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee. There will be no additional charge for deliveries made by telephone within the corporate limits of any city or town in which an office of the Telegraph Company is located.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air; (b) within 90 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 416 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Telegraph Company is authorized to vary the foregoing.

5-52

CLASSES OF SERVICE

DOMESTIC SERVICES

FULL RATE TELEGRAM

A full rate expedited service.

DAY LETTER (DL)

A deferred service at lower than the full rate

NIGHT LETTER (NL)

Accepted up to 2 A. M. for delivery not earlier than the following morning at rates substantially lower than the full rate telegram or day letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The standard fast service at full rates. May be written in any language that can be expressed in Roman letters, or in secret language. A minimum charge for 5 words applies.

LETTER TELEGRAM (LT)

Overnight plain language messages. Minimum charge for 22 words applies

SHIP RADIOGRAM

A service to and from ships at sea. Plain or secret language may be used. Minimum charge for 5 words applies.

APPLICATION FOR APPROVAL OF UNORTHODOX LOCATION

WHEREAS, Rule 104, as amended by Order Number R-169, of the Rules and Regulations of the Oil Conservation Commission of the State of New Mexico authorizes the Secretary of the Commission to grant an exception to the requirements of said Rule 104 without notice and hearing where it is shown that the necessity for the exception to an orthodox location is based on topographical conditions and the owners of oil and gas leases within a radius of six hundred and sixty feet (660') of the proposed location consent, in writing, to such proposed location; and

WHEREAS, Ralph E. Davis desires to drill a Pictured Cliffs Formation Gas Well one thousand nine hundred and eighty feet (1,980') South of the North line and five hundred and ten feet (510') West of the East line of Section 1, Township 26 North, Range 8 West, N.M.P.M., San Juan County, New Mexico, such well to be known as Davis-Luthy Number 1; and

WHEREAS, the said Ralph E. Davis desires to drill a Pictured Cliffs Formation Gas Well three hundred and seventy-five feet (375') from the North line and three hundred and twenty feet (320') from the West line of Section 1, Township 26 North, Range 8 West, N.M.P.M., San Juan County, New Mexico, such well to be known as Davis-Luthy Number 2; and

WHEREAS, the firm of Kingsley-Locke, which is the only operator affected by the proposed location in the Northeast Quarter of said Section 1, has verbally consented to the location of the well to be located in the Northeast Quarter of said Section 1 with the assurance that written

approval thereto shall be forthcoming within ten (10) days from the date hereof; and

WHEREAS, El Paso Natural Gas Company is the offset operator to the North and to the West of the proposed location in the Northwest Quarter of said Section 1, and Western Natural Gas Company is the offset operator to the Northwest of the location in the Northwest Quarter of said Section 1; and

WHEREAS, El Paso Natural Gas Company and Western Natural Gas Company have been requested to consent to such unorthodox location in the Northwest Quarter of Section 1, and both El Paso Natural Gas Company and Western Natural Gas Company have so consented, as per photostatic copies of telegrams attached hereto and marked, respectively, Exhibits "A" and "B"; and

WHEREAS, the topographical conditions existing in the North Half of Section 1, Township 26 North, Range 8 West, N.M.P.M., San Juan County, New Mexico, make it impossible to locate the proposed wells at any other point within said Quarter Sections, as evidenced by Plat of said area attached hereto and marked Exhibit "C";

NOW, THEREFORE, the undersigned attorney for Ralph E. Davis hereby respectfully files this his application for an exception to Rule 104, as amended by Order Number R-169, of the Rules and Regulations of the Oil Conservation Commission of the State of New Mexico, and respectfully requests that the Secretary of the Commission duly issue the requisite approval thereof.

Respectfully submitted this 4 day of December, 1953.

RALPH E. DAVIS, Operator
Through his Attorneys
TURNER, WHITE, ATWOOD, McLANE and FRANCIS

By William G. Webb
William G. Webb

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

W. P. MARSHALL, PRESIDENT

SYMBOLS

DL = Day Letter

NL = Night Letter

gram

VLT = Int. v. l. / Ltr.

FX-120

(02)

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

DA126

1957 DEC 3 PM 4 18

D-EPA491 PD=WUX EL PASO TEX 3 259PMM=

BILL WEBB=

TURNER WHITE ATWOOD MCLANE AND FRANCIS 17 FLOOR

MERCANTILE BANK BLDG DAL=

EL PASO NATURAL GAS COMPANY AS OFFSET OPERATOR HAS NO
OBJECTION TO DRILLING BY RALPH E DAVIS OF A WELL IN
THE NW/4 OF SECTION 1, T-26-N R-8-W SAN JUAN COUNTY NEW
MEXICO THIS LOCATION TO BE 375' FROM NORTH LINE AND 320'
FROM WEST LINE OF THIS SECTION=

R L HAMBLIN EL PASO NATURAL GAS CO=

CLASS OF SERVICE

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WESTERN UNION

W. P. MARSHALL, President

SYMBOLS

DL - Day Letter
NL - Night Letter
LL - Letter Telegram
LT - Telegram

The time shown in the date line on telegrams and day letters is STANDARD TIME. Time shown in the date line on night letters is LOCAL TIME.

DB986

1953 NOV 24 PM 5 57

D.HSB738 PD=HOUSTON TEX 24 511PMC=

WILLIAM WEBB=

17TH FLOOR MERCANTILE BANK BLDG DAL=

WESTERN NATURAL GAS COMPANY CONSENTS TO EXCEPTION TO
REGULAR SPACING FOR PROPOSED LOCATION OF PICTURED
CLIFF WELL IN NW/4, SEC. 1 - 26 NORTH - 3 WEST INSOFAR
AS WESTERN'S LEASE INTEREST IN SECTION 35 - 27 NORTH-8
WEST IS AFFECTED. LOCATION OF THE WELL TO BE

WESTERN UNION

W. P. MARSHALL, PRESIDENT

FX-1201

SYMBOLS

DL = Day Letter

NL = Night Letter

LT = Int'l Letter Telegram

VLT = Int'l Victory Ltr.

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1953 NOV 24 PM 5 57

APPROXIMATELY 320 FEET FROM WEST LINE AND 375 FEET
FROM NORTH LINE OF SECTION ONE=

WESTERN NATURAL GAS CO BY J V COWAN
VICE PRESIDENT=