

CASE 1138: Application of R. E. Jackson for
order pooling all oil & gas interests in cer-
tain acreage in Aztec-PC Gas Pool.

Case No.

1138

Application, Transcript,
Small Exhibits, Etc.

OIL CONSERVATION COMMISSION

P. O. BOX 871

SANTA FE, NEW MEXICO

December 31, 1956

C
O
P
Y

Mr. Jason Kellahin
P. O. Box 597
Santa Fe, New Mexico

Dear Sir:

We enclose Order R-932 issued on December 28, 1956,
in Case 1138, on behalf of your client, Mr. R. E. Jackson, which
was heard on September 5, 1956, at Santa Fe, New Mexico.

Very truly yours,

A. L. Porter, Jr.
Secretary-Director

jh
encls.

BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING
CALLED BY THE OIL CONSERVATION
COMMISSION OF THE STATE OF NEW
MEXICO FOR THE PURPOSE OF
CONSIDERING:

CASE NO. 1138
Order No. R-932

APPLICATION OF R. E. JACKSON FOR
AN ORDER POOLING ALL OIL AND GAS
INTERESTS IN THE SW/4 OF SECTION
28, TOWNSHIP 29 NORTH, RANGE 10
WEST, NMPM, AZTEC-PICTURED CLIFFS
GAS POOL, SAN JUAN COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m. on September 5, 1956, at Santa Fe, New Mexico before Warren W. Mankin, Examiner duly appointed by the Oil Conservation Commission of New Mexico, hereinafter referred to as the "Commission," in accordance with Rule 1214 of the Commission Rules and Regulations.

NOW, on this 28th day of December, 1956, the Commission, a quorum being present, having considered the application, the evidence adduced, the recommendations of the Examiner, Warren W. Mankin, and being fully advised in the premises,

FINDS:

(1) That due notice of the time and place of hearing and the purpose thereof having been given as required by law, the Commission has jurisdiction of this case and the subject matter thereof.

(2) That the SW/4 of Section 28, Township 29 North, Range 10 West, NMPM, San Juan County, New Mexico was dedicated to the Bruington Pooled Unit No. 1 Well located 990 feet from the South line and 990 feet from the West line of said Section 28 by Francis L. Harvey, operator under a farmout agreement from Stanolind Oil and Gas Company.

(3) That the said Bruington Pooled Unit No. 1 Well was granted a normal 160-acre allowable for the Aztec-Pictured Cliffs Pool.

(4) That the applicant, R. E. Jackson, is the owner of an undivided five sevenths (5/7) interest in the N/2 SW/4 of said Section 28.

(5) That an additional well on the SW/4 of said Section 28 would be wasteful.

-2-

Case No. 1138
Order No. R-932

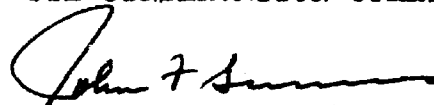
(6) That the SW/4 of said Section 28 should be pooled in order to afford the applicant his fair share of the oil and gas in the Aztec-Pictured Cliffs Pool.

IT IS THEREFORE ORDERED:


That the interests of all persons having the right to drill for, produce, or share in the production of oil, gas and liquid hydrocarbons, or any of them, underlying the SW/4 of Section 28, Township 29 North, Range 10 West, NMPM, San Juan County, New Mexico be and the same are hereby pooled.

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.

STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION


JOHN F. SIMMS, Chairman


E. S. WALKER, Member


A. L. PORTER, Jr., Member & Secretary



REPORT THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

APPLICATION OF R. E. JACKSON FOR
THE COMPULSORY POOLING OF INTERESTS
IN THE SW/4 OF SECTION 28, TOWNSHIP
29 NORTH, RANGE 10 WEST, N.M.P.M.,
AZTEC-PICTURED CLIFFS GAS POOL, SAN
JUAN COUNTY, NEW MEXICO.

CASE NO. 1138

APPLICATION

Comes now R. E. Jackson and makes application for an order pooling the rights and interests of all persons having the right to drill for, produce, or share in the production of oil, gas and liquid hydrocarbons, or any of them, underlying the SW/4 of Section 28, Township 29 North, Range 10 West, N.M.P.M., in the Aztec-Pictured Cliffs Gas Pool, San Juan County, New Mexico, upon such terms as may be just and reasonable, as provided by law, and in support thereof alleges:

1. That R. E. Jackson, applicant herein, is the owner and holder of oil and gas mineral leases upon and covering an undivided 5/7ths mineral interest in and to the N/2 SW/4 of said Section 28.

2. That the remaining 2/7ths undivided mineral interest, as applicant is reliably informed and believes, is held by Stanolind Oil and Gas Company, and is operated by Francis L. Harvey, P. O. Box 990, Wichita Falls, Texas, under a farmout agreement.

3. That said 2/7ths undivided mineral interest in the N/2 SW/4 of said Section 28 has been pooled with lands in the S/2 SW/4 for the formation of a 160-acre unit for the production of gas from the Aztec-Pictured Cliffs Gas Pool, as applicant is informed and believes.

4. That Francis L. Harvey, as operator, has heretofore drilled and completed for the production of gas from the Pictured Cliffs Formation his Bruington Pooled Unit Well No. 1, located 990 feet from the west line and 990 feet from the south line of

the SW/4 of said Section 28, a dedicated thereto said SW/4, as shown by the gas well plat heretofore filed with the Commission.

5. That said Francis L. Harvay, as operator of the Bruington Pooled Unit Well No. 1, has refused to pool or communitize the interest held by him with those of applicant for the formation of a standard drilling and proration unit, though requested to do so.

6. That an allowable based upon the full 160 acres comprising the SW/4 of said Section 28 has heretofore been assigned to the Bruington Pooled Unit Well No. 1.

7. That unless the interests of applicant are pooled, as requested herein, applicant and his lessors will be deprived of the opportunity to recover their just and equitable share of the oil and gas underlying their lands, and will be denied their right to recover their fair share of the reserves in the Aztec-Pictured Cliffs Gas Pool, and correlative right will not be protected.

Wherefore, applicant prays that this application be set for hearing before an examiner in Santa Fe, New Mexico, at the earliest practicable date, and that, after notice and hearing, as required by law, the Oil Conservation Commission enter its order pooling all of the interests in the SW/4 of Section 28, Township 29 North, Range 10 West, N.M.P.M., and for such other and further relief as may be just and proper.

Respectfully submitted,

R. E. Jackson

By Robert E. Fox
Attorney for Applicant
Santa Fe, New Mexico

BEFORE THE
Oil Conservation Commission
SANTA FE, NEW MEXICO

IN THE MATTER OF:

CASE NO. 1138

TRANSCRIPT OF PROCEEDINGS

DEARNLEY-MEIER AND ASSOCIATES
COURT REPORTERS
605 SIMMS BUILDING
TELEPHONE 3-6691
ALBUQUERQUE, NEW MEXICO

BEFORE THE
OIL CONSERVATION COMMISSION
STATE OF NEW MEXICO
Santa Fe, New Mexico

September 5, 1956

IN THE MATTER OF:)

)
) Application of R. E. Jackson for an order pool-
) ing all oil and gas interests in certain acre-
) age in the Aztec-Pictured Cliffs Gas Pool, San
) Juan County, New Mexico, in accordance with
) Section 65-3-14 (c) New Mexico Statutes Anno-
) tated (1953). Applicant, in the above-styled
) cause, seeks an order pooling the rights and
) interests of all persons having the right to
) drill for, produce, or share production of oil,
) gas and liquid hydrocarbons, or any of them,
) underlying the SW/4 of Section 28, Township 29
) North, Range 10 West, Aztec-Pictured Cliffs Gas
) Pool, San Juan County, New Mexico. The above-
) described quarter section is presently dedicated
) to the Bruington Pooled Unit Well No. 1 which is
) operated by Frances L. Harvey and located in the
) SW/4 SW/4 of said Section 28.
)

Case No.
1138

BEFORE:

Mr. Warren Mankin

TRANSCRIPT OF HEARING

MR. MANKIN: The next case is Case No. 1138.

MR. COOLEY: Application of R. E. Jackson for an order
pooling all oil and gas interests in certain acreage in the Aztec-
Pictured Cliffs Gas Pool, San Juan County, New Mexico, in accordance
with Section 65-3-14 (c) New Mexico Statutes Annotated (1953).

MR. KELLAHIN: Jason W. Kellahin, Santa Fe, New Mexico,
representing the applicant. He will have one witness. I would
like to call Mr. Cotter.

C H A R L E S H . C O T T E R

Having first been duly sworn, testified as follows:

DIRECT EXAMINATION

By MR. KELLANEN:

Q Would you state your name, please?

A Charles H. Cotter.

Q By whom are you employed?

A By Empire States Drilling Company.

Q What connection do you have with Mr. R. E. Jackson, the applicant in this case?

A I did the land and title work for him.

Q In connection with that work, Mr. Cotter, are you familiar with the application that has been filed in this case?

A Yes, sir.

Q Are you familiar with the lease ownership in connection with the southwest quarter of Section 28 in Township 29 north, Range 10 west?

A Yes, sir.

Q How did you become familiar with that?

A I was buying leases and putting together some drilling units around Bloomfield, New Mexico, and there was this acreage. They didn't have all the heirs, so I proceeded to go out and buy the rest of the heirs that Stanolind didn't have.

Q Which acreage are you referring to?

A The 280 which includes the north half of the southwest quarter of 28 where the well of Brington No. 1 is drilled.

Q You say you got leases from five of seven heirs. Was that on the entire unit?

A That is on the full 280 acres, which included the unit of

this well.

Q But limiting your answer to the unit on which the well is located, what acreage is covered by the leases now held by you?

A The north half of the southwest quarter.

Q What lease does Francis L. Harvey hold on the same acreage?

A He holds a farm out from Stanolind on the two heirs that they had.

Q Have you made any check of the title on that particular acreage, Mr. Cotter?

A Yes, sir.

Q Have you examined the probate files?

A Yes, sir.

Q Have you obtained a certified copy of the decree in the estate of Katrine Elizabeth Anderson and Hans Anderson?

A Yes, sir.

Q I hand you what has been marked as Exhibit No. 1 and ask you to state if that is a certified copy?

A This is a certified copy I had made the other day at the Court House from Mrs. Dial, the County Clerk.

Q In what Court House?

A The San Juan County Court House.

Q Referring to that Exhibit, who were the heirs holding the property described, which is included within this unit, Mr. Cotter?

A Well, there was Mrs. Mary Downing, a daughter, Mrs. Anna Valintine, a daughter, Leonard Anderson, Fred Anderson, Levi Anderson, and there is one that omitted from the probate which is Wallace Anderson, and that was omitted. I have at home, I didn't bring it with me, two affidavits from Levi Anderson's daughter, and another one

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of the heirs, stating that Wallace Anderson was heir and should have been included in the probate.

Q What was wrong? A It was left out.

Q Did you check on that with the other heirs?

A Yes, and there was a Clara McDaniel, a daughter too. I overlooked it.

Q Among those heirs, who leased their lands to Stanolind?

A Leonard, who is now dead leased his and Fred Anderson who has disappeared from his original home in California, leased their lands to Stanolind.

Q From whom did you obtain leases?

A I obtained one from Anna Valintine, Mrs. Mary Downing, Mrs. McDaniel, Levi Anderson, and the widow of Wallace Anderson, who is now Mrs. Attridge.

Q Mr. Cotter, I hand you what has been marked as Applicant's Exhibit No. 2 through 6 inclusive, and ask you to state if those are photostatic copies of the leases?

A Yes, sir.

Q Do you have the originals of those leases with you?

A Yes, sir.

Q Are they present here in the hearing room for examination?

A Yes, sir.

MR. MANKIN: If there is no objection of the Applicant's counsel in this case, we will recess for approximately forty-five minutes until 10:30 at which time we expect Mr. Cornell might be present.

(Recess.)

MR. HANSEN: The hearing will come to order. We will continue with Case 1138. At this particular time we will continue with the case. I have wasted a sufficient amount of time for Mr. Cornell. It is presently ten minutes to eleven and we indicated we would wait until ten-thirty. Proceed.

Q Would you state your name, please?

A Charles E. Cotter.

Q Are you the same Charles Cotter who was previously testifying in this case?

A Yes, sir.

Q I asked you prior to the recess of this hearing, Exhibits marked 2 through 6 inclusive.

A Yes.

Q Did you state what those were? A They were leases.

Q Are those photostatic copies? A Yes.

Q The originals are here in the hearing room for examination?

A Yes, sir.

Q From whom were those leases obtained, Mr. Cotter?

A From Mrs. Attridge and her husband, from Mr. and Mrs. Downing, from Levi Anderson and wife, from Mr. McDaniel and wife, Clara McDaniel, and Roy Valentine, heirs of Hans Anderson.

Q Do those names include the persons named as heirs in Exhibit No. 1?

A All except one.

Q Which one is that?

A That is Mrs. Attridge.

Q Who is Mrs. Attridge?

A She is the wife of the late Wallace Anderson.

Q Has she since remarried?

A Yes, sir.

Q Is Wallace Anderson one of those named in the Exhibit No. 1?

A He wasn't named in the Exhibit No. 1. They left his name out because he had died and they didn't think that his wife would be an heir?

Q Is that the individual you mentioned affidavits concerning?

A Yes, sir.

Q What do the affidavits show?

A They state that Wallace Anderson was left out. That he was a legal heir of Hans Anderson, the son, and that he was left out of the probate proceedings.

Q By whom were the affidavits executed?

A By Mrs. Bunts, who is a daughter of Levi Anderson, one of the other heirs.

Q Do you have that affidavit with you?

A No, sir, I don't.

Q Are you willing to file it in this case as a late exhibit?

A Yes, sir.

Q In connection with this acreage, Mr. Cotter, is there a well on the unit involved in this hearing?

A Yes, sir.

Q What is that well?

A It is the Bruington No. 1.

Q I hand you what has been marked as Applicant's Exhibits 7 through 15 inclusive, and ask you to state what these are.

A Well, one is a notice of intention to drill and the location, plat, miscellaneous report on the wells, miscellaneous well report on well, two; miscellaneous reports on well, three; and certificate of compliance and authorization to transport oil and natural

gas, request for oil and gas lease, well record, and the plat which is supposed to set out the royalty owners.

Q What exhibit is that you are referring to, Mr. Cotter?

A It is Exhibit 15.

Q That is the gas well plat? A Yes, sir.

Q Referring to all of the exhibits as a group, where did you obtain those, Mr. Cotter?

A From the Oil Conservation Commission office in Aztec.

Q Are those all the instruments contained in the well file?

A Yes, sir.

Q For the Bruington No. 1? A Yes, sir.

Q Referring to Exhibit No. 15, what does that show in regard to dedication of acreage?

A Roy Sullivan for the southeast quarter. G. E. Bruington for the southwest, and Stanolind, lessee Francis Harvey, farmout owner. It doesn't list the royalty owners as supposed to be filed.

Q Does that show 160 acres dedicated to the Bruington?

A Shows a full southwest quarter 160 acres.

Q Do you know when the Bruington Well No. 1 was placed on production?

A On November 11, 1953. It was tied on by El Paso Natural Gas Company.

Q Did you obtain a certificate from an employee of the Oil Conservation Commission?

A Yes, sir.

Q I hand you what has been marked as Applicant's Exhibit 16 and ask you to state what that is.

A It is a letter from the supervisor of District No. 3 stating

"I have no concern: This is the kind that according to records in our office, the F. L. Harvey No. 1 Wellington Well in the southwest quarter of Section 28, T. 20N., R. 10W., was tied into the El Paso Natural Gas Company pipeline and started producing on November 11, 1953".

Q Mr. Cotter, have you personally made any effort to obtain a pooling agreement with Mr. Harvey, Francis I. Harvey?

A Yes, sir, I have made seven trips to Wichita Falls to try and straighten this out.

Q Did you have any conferences with Mr. Harvey?

A Yes, and each time I was put off.

Q Have you been able to obtain any agreement with him as to pooling?

A No, sir, I have not.

Q Has he acknowledged to you at any time that you hold leases on this land?

A Yes, sir.

MR. KELLAHAN: At this time we move the production in evidence of Exhibits 1 through 16 inclusive.

MR. MANKIN: Are there any objections to entering Exhibits 1 through 16 in this case?

MR. KELLAHAN: Mr. Cornell hasn't had an opportunity to examine them.

MR. CORNELL: At this time I would like to enter an appearance for Francis Harvey and his associates and apologize to the Commission for being late here. I wasn't consulted about this until Sunday when I ran into Mr. Harvey and Mr. Hughes, and I told them I would try to be here at ten o'clock. I was delayed a little bit on the road.

about all I can recommend here is to have your agent and I see that you have the exhibits.

MR. LAWTON: Would you like to look at them in the interim here?

MR. CORNELL: I would like to look them over. I wonder if we could have a little recess and let me talk to Mr. Kellahin and perhaps ten minutes, something like that.

MR. MANKIN: Is it agreeable to a ten minute recess?

MR. KELLAHIN: Yes, sir.

MR. MANKIN: We will recess for ten minutes more.

Recess.

MR. MANKIN: The Hearing will come to order.

MR. CORNELL: I have examined the exhibits and representing the respondents, offer no objection to the introduction of the exhibits, except insofar as any of them relate to the title, basic title of the leases, which we do not concede this Commission would have any jurisdiction over. At the same time, we don't object to the Commission issuing a forced pooling order. We will get together with the Complainant and I believe we will be able to work out the details of contribution and other matters and with respect to the simple order of forced communitization, we have no objection for the record.

MR. GURLEY: What do you mean the basic title?

MR. CORNELL: I understand there was a question of the heirship in the 80 acres. That will be a matter of examining the abstract which I haven't seen.

MR. COOLEY: The Commission will in no way attempt to adjudicate the title.

MR. KELLAHIN: You have no objection to the Commission's order including a finding that Mr. Harvey holds leases covering 2-1 and we hold leases covering 5-7 in order to grant the order for forced pooling?

MR. CORNELL: Insofar as my information is now, I would say, no, I have no objection. I haven't seen an abstract and I would hate to make it any stronger than that.

MR. KELLAHIN: We would have no objection to the order of the Commission passing upon an adjudication of the title in this case.

MR. MANKIN: Since there was no objection to the Exhibits 1 through 16 they will be received in evidence.

MR. KELLAHIN: That is all I have of the witness.

MR. MANKIN: That will be the only witness?

CROSS EXAMINATION

By MR. MANKIN:

Q Mr. Cotter, I take it from your direct testimony which you have given, that you, as representing Mr. Jackson, have made numerous attempts to get Mr. Harvey to join in this particular unit, the pooling of this 160 acres?

A Yes, sir. I have made seven trips to Wichita Falls to try to get him to straighten it out.

Q I believe it was also your testimony as shown by an exhibit, that this well has been on production in the Aztec-Pictured Cliff Gas Pool since about November, 1953?

A Yes, sir.

Q And the title of the well is the Bruington pooled unit?

A Yes, sir.

Q Even though in essence it has not been properly pooled prior

W. L. WILK:

Q The order of pooling is retroactive to the date of the pooling order, is that correct?

A No.

Q It will be effective then --

A (Interrupting) -- the date of the order.

Q No, sir, you misunderstood my question. The order of the Commission, should they deem it advisable to pool this acreage, would be effective from the date of the order. It would be pooled from that date. It would have no retroactive effect that any accounting as to proceeds of production prior to that time would have to be made, aside from any action by the Commission?

A Yes, sir.

MR. KEMAHNEN: I think that calls for a legal answer.

MR. COOLEY: I was just clarifying the application. They seek a retroactive pooling order or do they seek one effective from the date of the order?

MR. KEMAHNEN: I believe I could answer that question. It is our position that the Commission should enter an order pooling this unit. It is further our position, whether the Commission passes on it at the present time or it is handled in some other manner, that upon the filing of the appropriate plats and the dedication of this acreage, it was in effect pooled. That would be a matter of accounting, which I think is possibly beyond the jurisdiction of the Commission. It is our position that we are seeking a pooling order. Whether the Commission enters it retroactively as

of the date that the various and sundry plats were filed or as of the date of the order, I think that would be within the discretion of the Commission.

MR. GURLEY: Your point is that the acreage was pooled to the 5-7 at the time that you filed the necessary documents, is that correct?

MR. KELLAHIN: That is correct.

MR. GURLEY: You are asking for pooling of the other 2-7 along with it within the discretion of the Commission?

MR. KELLAHIN: The Applicant has the 5-7 which we are asking to be pooled with the remainder of the leases which includes the 2-7 in the acres of the north half and the acreage in the south half which is held under different leases.

By MR. MANKIN:

Q To continue further, Mr. Cotter, then what Mr. Jackson is requesting here is that Francis Harvey as the operator of this well, did at the time he filed the necessary plats and production started in 1953, did in essence claim the acreage which he did not have, is that what you are saying?

A Yes, sir.

Q That is why you are requesting pooling at this time?

A Yes, sir.

Q Therefore the Commission, in good faith, at that time issued an allowable based on 160 acres which the Applicant or the operator at that time did not properly have?

A Yes, sir.

By MR. UTZ:

Q Is the gas well plot as shown as a photostatic copy on

Exhibit 15?

A Yes, sir.

Q That is the New Mexico Oil Conservation Commission gas well plat dated January 10, 1955?

A Yes, sir.

Q Under the name of the pool does it not say "Bloomfield"?

A Yes, sir.

Q I would like to make a correction to that, that is the Aztec-Pictured Cliff Gas Pool rather than the Bloomfield-Pictured Cliff Gas Pool. Our Commission record is in error in that respect.

A It could be called the Kutz-Fulcher also.

Q It's within the limits of the Aztec-Pictured Cliffs Gas Pool as now designated by the Oil Conservation Commission?

A It is.

MR. UTZ: That is all I have.

MR. MANKIN: He was merely making photostatic copies of the records that were in our files and all he is testifying to is to what was in the files, what is the proper nomenclature is aside from what is in the exhibit.

MR. UTZ: I am not questioning his statement as to whether or not it is correct. I am merely correction the Commission's own records.

MR. MANKIN: Is there further question of the witness in this case? Do you have anything further, Mr. Cornell?

MR. CORNELL: No.

MR. KELLAHER: That is all I have.

MR. MANKIN: If there is nothing further the witness may be excused. We will take the case under advisement.

(Witness excused.)

DECLARATION

I, ADA DEARNLEY, do hereby certify that the foregoing and attached to exhibit of proceedings in the matter of Case No. 1137 were taken by me on September 8, 1976; that the same is a true and correct version to the best of my knowledge, skill and ability.

Ada Dearnley
Reporter

ILLUSTRABLE

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2. ADDRESS _____

3. CITY _____

4. STATE _____

5. ZIP _____

6. PHONE _____

7. DATE _____

8. TIME _____

9. DAY _____

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11. YEAR _____

12. WEEK _____

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17. MOON _____

18. SUN _____

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20. PLANET _____

21. COMET _____

22. NEBULA _____

23. BLACK HOLE _____

24. WHITE DWARF _____

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97. YELLOW GIANT _____

98. PINK GIANT _____

99. GREEN GIANT _____

100. PURPLE GIANT _____

CONFIDENTIAL

P. That the said person is not the person having the said name and place has been said and the said person is the person having the said name and place.

Security, in the summer of September 19, 1944, in the city of New York.

By the Clerk of said Court, appearing and sworn to the foregoing to be a true and correct copy of the original of the within and foregoing.

[illegible]

Los Angeles, California

10-10-68

100

they are hereby ordered to be the same and directed, pursuant to said, mentioned Statute, in aid to the properly constituted authorities, and on behalf of authority of record in the name of Elizabeth Elizabeth, unknown before their election, at the time of their respective deaths.

Dated at Aztec, New Mexico this 15th day of November, 1946.

John M. Roman
Probate Judge

James E. H. H. H.
James E. H. H. H. H.

RECOMPARED

the West half of the Northwest quarter in Section 30.
The NE 1/4 of the NE 1/4 Sec. 30 and one-half of the Southeast quarter
in Section 29. The North east half of the Northwest quarter and the
North east half of Southeast quarter in Sec. 29. All in township 29 North,
Range 10 West. (W.M.P.M.) In Section 30

The undersigned hereby certifies that the above is a true and correct copy of the original as the same appears in the records of the Department of the Interior, Bureau of Land Management, Washington, D. C.

[illegible]

7. In case said lesser owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and proceeds therefrom provided for shall be paid the said lesser only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be paid at the next preceding month's termination after any provision herein to cover the interest is assumed.

4. If the fee of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sums due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is applicable, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back of lesser to the full interest claimed, and all advance payments of rentals made hereunder.

11. Lender hereby warrants and agrees to defend the title to the land herein described and agrees that the Lender, at its option, may pay and discharge any and all taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subordinated to the claim of any holder of a senior mortgage and may reimburse itself by applying to the discharge of any such mortgage, the

15. If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lease begins or resumes the payment of

[illegible]

is contrary to any of the stipulations or implied provisions herein, and if same should be privileged during the term of this contract, it shall be null and void.

100

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-14-2010 BY 60322 UCBAW

Mr. J. B. [unclear] [unclear]
L. B. [unclear]

CH
1138
V.

DATE: 10, 30, 28, TO: Mr. J. Edgar Hoover FROM: Mr. J. Edgar Hoover SUBJECT: Mr. J. Edgar Hoover

[illegible]

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 31st day of November, 1956, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in full the bonus and royalty then due.

land or in the oil and gas or in the minerals in or beneath the same at _____ Dollars with full and

4. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided, and in this event the preceding paragraphs herein governing the payment of rentals and the manner and effect thereof shall continue in force.

4. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessee, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to existing crops on said land. The lessee shall not be liable for damage to existing crops on said land caused by its operations to existing wells on said land.

2. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants heretofore shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the records of systems in any way shall constitute a breach of the covenants of the heretofore made and agreed to by the parties hereto.

13. If the leased premises are now or shall hereafter be owned in severalty or in separate trust, the premises advertisement shall be developed and owned as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to other wells on separate tracts into which the land covered by this lease may be hereafter divided by split decrees, decrees of partition or to furnish separate accounting or vouchers, but it is hereby agreed that in the event of such a split decree or partition or of a similar proceeding, the lessee shall be obligated to furnish to each separate owner a copy of the split decree or partition or of the similar proceeding, together with a statement of the acreage owned by each separate owner.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals according hereunder.

12. If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next calendar month, paying date, or, provided, lease holding or securing the payment of rentals, or proceeds from operations, shall be commenced on or before the next calendar month.

14. Lessee may at any time surrender or abandon this lease in whole or in part by delivering or mailing such release to the lessor, or by filing same of record in the proper county. In case said lease is surrendered and abandoned as to only a portion of the acreage unleased thereby, then the lease shall nevertheless continue in full force and effect as to the portion so surrendered and abandoned and any portion thereafter so surrendered and abandoned shall be deemed to be a separate lease, but as to the portion of the acreage not released the terms and provisions of this lease shall continue in full force and effect.

(c) If any government or person, firm, or corporation, in the United States or elsewhere, is liable for damages for failure to comply with any of the orders or involved provisions hereof, it shall be deemed to have waived its right to be heard in any court, and the Government shall be entitled to recover the full amount of such damages, together with the costs of the proceedings, from the person, firm, or corporation liable therefor. The Government shall be entitled to recover the full amount of such damages, together with the costs of the proceedings, from the person, firm, or corporation liable therefor.

14. The undersigned is this form is my partner covered with any other form of insurance. None

11. This Agreement shall be binding on all successors of both Party or Parties.

OIL CONS. BEFORE THE
SANTA FE RAILROAD CO.
CASE 1135 EXHIBIT TO 1135

1138

4

U.S. DEPARTMENT OF JUSTICE

100

NEW MEXICO

The East one-half of the West one-half of the Northeast Quarter Sec. 30

The South one-half of the Northwest Quarter and the North one-half

of the Southwest Quarter of Section 28,

2. This lease shall remain in force for a term of _____ years and as long thereafter as oil, gas, casinghead gas, casinghead gasolene or any of the products covered by this lease is or can be produced.

2. The Lessee shall deliver to Lessee or Lessee's agent, free of cost, on the lease, or into the pipe line to which Lessee may connect its wells the equal one-eighth part of the oil produced and saved from the leased premises, or at the Lessee's option may pay to the Lessee for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tank.

[illegible]

1. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the _____ day of _____, 19____, this lease shall terminate as to both parties unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the

Citizens National

Bank of Aztec New Mexico

Bank at ALBUQUERQUE NEW MEXICO or its successors, which Bank and its successors are the lender's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said

[illegible]

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes on this land this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided, and in this event the preceding paragraphs hereto governing the payment of rentals and the manner and effect thereof shall continue in force.

7. In case said lesser owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rents herein provided for shall be paid the said lesser only in the proportion which his interest bears to the whole and undivided fee. However, such rents shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

2. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the Lessor. When required by Lessor, the Lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 50 feet to the house or barn now on said premises without written consent of the Lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, engines, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing, but Lessee shall be under no obligation to do so, nor shall Lessee be under any obligation to restore the surface to its original condition, where any alterations or changes were due to operations reasonably necessary under this lease.

2. If the estate of either party herein is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants herein shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rental or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back of record to the full interest claimed, and all advance payments of rentals made hereunder, before recording of said documents shall be binding on any direct or indirect assignee, trustee, devisee, administrator, executor, or heir of lease.

10. If the licensed premises are now or shall hereafter be owned, managed or controlled by a corporation, partnership, association, trust, or other legal entity, the premises hereunder shall be deemed to be owned, managed, controlled, operated, leased, let, licensed, or otherwise disposed of by the individual or individuals who are the owner, manager, controller, operator, lessor, lessee, licensee, or other person in actual possession and control of the premises at the time of the commission of the offense. If the offense is committed by an individual who is not the owner, manager, controller, operator, lessor, lessee, licensee, or other person in actual possession and control of the premises at the time of the commission of the offense, the individual shall be deemed to be acting in the capacity of an agent of the owner, manager, controller, operator, lessor, lessee, licensee, or other person in actual possession and control of the premises at the time of the commission of the offense. If the offense is committed by an individual who is not the owner, manager, controller, operator, lessor, lessee, licensee, or other person in actual possession and control of the premises at the time of the commission of the offense, the individual shall be deemed to be acting in the capacity of an agent of the owner, manager, controller, operator, lessor, lessee, licensee, or other person in actual possession and control of the premises at the time of the commission of the offense.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it guarantees such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any surplus of rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if Lessee shall commence operations for drilling or any other operations on the land hereinafter described, then as long as such operations are prosecuted and, if production of oil or gas is obtained, then as long as production of oil or gas continues, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production of oil or gas is obtained, then as long as production of oil or gas continues.

12. If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well, and in compliance with or in the best interests of the landowner, are being diligently prosecuted. If no well is drilled within the primary term of this lease, production on the leased premises shall cease from any cause, and this lease shall terminate. Any lease, however, shall continue in effect until a well is drilled within sixty (60) days from such cessation, and the lease shall not terminate until such well is completed and production commences. If production commences within such sixty (60) day period, the lease shall continue in effect until the completion of such well and the commencement of production thereon.

14. Lessee may at any time surrender or assign this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same on record in the proper county. In such said lease is surrendered and assigned as to only a portion of the acreage herein thereby, then the provisions of this lease shall thereafter apply to the portion surrendered and assigned, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

18. All provisions hereof, express or implied, shall be subject to all Federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way limited by, nor shall it purport to comply with any of the express or implied provisions hereof. If such future actions conflict with any other law, contract, or agreement, it hereby shall be provided during the last six months of the primary term herein from August 1, 1960, until termination of this lease, that the lessee shall be obligated to execute and deliver to the lessor, at its expense, a new lease which shall conform to the requirements of said laws, contracts, or agreements.

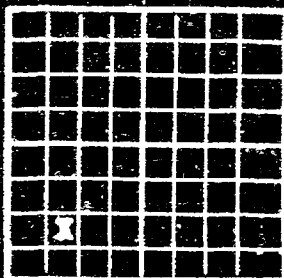
THESE ARE THE NAMES OF THE PEOPLE WHOSE NAMES ARE WRITTEN

For me Donald
Blair Dickson 7/27/71

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
JAN 11 1968
CASE 1138

OIL CONSERV. DIST. DIVISION
SANTA FE, NEW MEXICO
BEFORE THE
Jury
CASE 1134

Notice hereby is given that it is our intention to commence the drilling of a well to be known as
Francis L. Harvey G.P. Huntington 1954 1 214
 of Sec. 22 T. 22N R. 22W N. E. P. M. Wichita Pool, San Juan County.



The well is 990 feet from 22S (N.) line and 990 feet from 22E (W.) line of the above section.

(Give location from section lines. Circle out wrong directions.)

If state land the oil and gas lease is No. _____ Assignment No. _____

If patented land the owner's name is G.P. Huntington 1954

Address Ray Sullivan, 22001; Fred Anderson, 1954

If government land the permittee is _____

Address _____

The lessee is Francis L. Harvey

Address Box 990, Wichita Falls, Texas

We propose to drill well with drilling equipment as follows: Rotary tools

The status of a bond for this well in conformance with Rule 101 of the General Rules and Regulations of the Commission is as follows: \$10,000 Bond on file with the Commission

We propose to use the following strings of casing and to land or cement them as indicated:

Size of Hole	Size of Casing	Weight Per Foot	How or Second Hand	Depth	Land or Cemented	Depth Cement
	<u>10-1/8"</u> <u>5"</u>		<u>Second Hand</u> " "	<u>100'</u> <u>1800'</u>	<u>Cemented to surface</u> "	<u>150</u>

If changes in the above plans become advisable we will notify you before cementing or landing casing. We estimate that the first productive oil or gas sand should occur at a depth of about 1800 feet.

Additional information: We propose to drill a well to and through the Pictured Cliffs formation. If production is indicated we will set 5" casing on top of the sand, shoot with approximately 3 quarts to the foot of solidified nitro-glycerin, clean out, run 1" syphon line to T.D. and complete as a gas well.

Approved 710V. 3 1954

except as follows:

Francis L. Harvey
 Company or Operator

By Francis L. Harvey

Position Company

Send communications regarding well to:

Name Francis L. Harvey

Address Box 990, Wichita Falls, Texas

OIL CONSERVATION COMMISSION

By Emory C. Arnold

Title Oil & Gas Division, Room 11

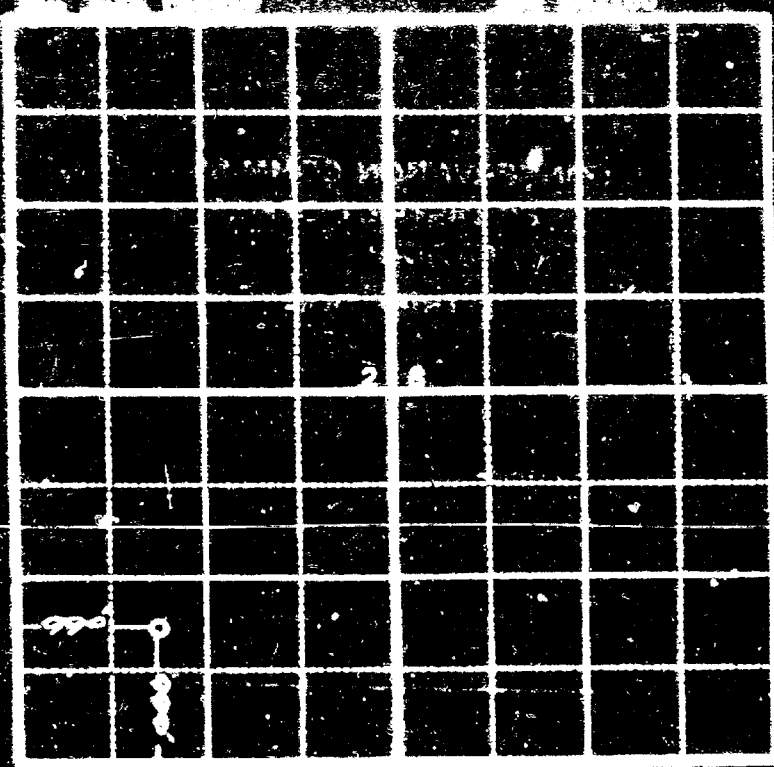
4
56

Sept 11
L. Stalker
President, Director
R. M. A. F. C. A. L. E. E. D. E.
ALBUQUERQUE, NEW MEXICO

BEFORE THE
OIL COMMISSION
SANTA FE, NEW MEXICO
J. Stalker Exhibit No. 7
CASE 1128

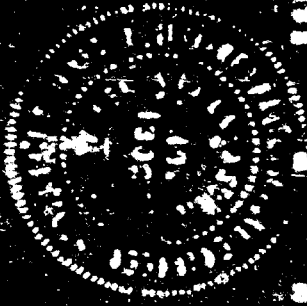
Case No. 1138
Applicant's Exhibit "8"

STATE OF NEW YORK
County of _____
In SENATE
January 1, 1902



Subscribed before me at _____

This is to certify that the above was prepared from field notes of actual surveys made by me or under my supervision and that the same are true and correct to the best of my knowledge and belief.



Charles J. Finklen

Charles J. Finklen
N. Not. Reg. No. 1302

Subscribed _____ at _____, N. Y.

I CERTIFY THAT THIS IS A TRUE AND EXACT PHOTO
NEGATIVE OF THE ORIGINAL AND WAS MADE BY ME

THIS

56

Sept

L. Stalker

Photostat Operator

R. M. METCALFE, INC.

ALBUQUERQUE, NEW MEXICO

DIL

John

8

BUREAU OF MINES REPORTS ON WELLS

This report is to be filled out by the person or persons who have done the work specified in column 1 of the table below. It should be filled out in duplicate. One copy should be filed in the office of the State Engineer, and the other copy should be filed in the office of the State Geologist. The report should be filled out in duplicate. One copy should be filed in the office of the State Engineer, and the other copy should be filed in the office of the State Geologist. The report should be filled out in duplicate. One copy should be filed in the office of the State Engineer, and the other copy should be filed in the office of the State Geologist.

REPORT ON BEGINNING DRAINING OPERATIONS	XX	REPORT ON RESULT OF TEST OF Casing Shut-off	XX	REPORT ON REPAIRING WELL	
REPORT ON RESULT OF PLUGGING WELL		REPORT ON RECOMPLETION OPERATION		REPORT ON (Other)	

June 23, 1932

Alton, New Mexico

(Date)

(Place)

Following is a report on the work done and the results obtained under the heading noted above at the

Francis L. Barry

(Name of person)

G.F. Brulington Cooled Unit

(Name)

Well No. 1 in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 26

(Location)

T. 23N R. 10W S. 10N NE 10 Sec. 26 Twp. 10N R. 10W S. 10N NE 10 County.

The days of this work were as follows: 11/1/32, 11/16/32, and 11/23/32

Number of persons to do the work (was) 4/4/4/4 submitted on Form C-10 11/1/32, 1932

(Count last foregoing words)

and approval of the proposed plan (was) 4/4/4/4 obtained.

DETAILED ACCOUNT OF WORK DONE AND RESULTS OBTAINED

Spent Nov 7, 1932
Spent Nov 16, 1932
Spent Nov 23, 1932
Production casing Nov 23, 1932
1-1/2" at 1000, sitting on

RECEIVED - OCT 1 1956

NEGATIVE

4

56

Sept

J. Stetson

President

R. M. M. CORP., INC.

ALBUQUERQUE, NEW MEXICO

9
Jackson
1138

OIL CONSERVATION COMMISSION		
AZTEC DISTRICT OFFICE		
No. Copies Received 3		
DISTRIBUTION		
	NO. FURNISHED	
Operator	1	
Santa Fe	1	
Proration Office		
State Land Office		
U. S. G. S.		
Transporter		
File	1	✓

I CERTIFY THAT
NEGATIVE

THIS 4
19 56

Sept
L Stalpers
R. M. MORTGAGE, INC.
ALBUQUERQUE, NEW MEXICO

Box No. 1738
West Valley, N.Y.

June 21, 1951

Abstract

References

O. F. Harrington Pealed Hark

Well No. 1 in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 26

T. 29W R. 16N NMP# W114261 Pool, San Juan County

The Dates of this work were as follows: 12/15/52 to 12/20/52

Notice of intention to do the work (was) (was not) submitted on Form C-102 on _____, 19____
(Cross out incorrect words)
and approval of the proposed plan (was) (was not) obtained.

Representative	at	377	W/200	ONE
"	"	377 <th>W/100</th> <th>TWO</th>	W/100	TWO
"	"	539 <td>W/90</td> <td>ONE</td>	W/90	ONE
"	"	838 <td>W/90</td> <td>ONE</td>	W/90	ONE
"	"	382 <td>W/15</td> <td>ONE</td>	W/15	ONE

Witnessed by _____

Approved:

I hereby certify that the information given above is true and complete.

OIL CONSERVATION COMMISSION

[Handwritten signature]

EXHIBIT NO. 10
THE NATIVE
THIS 4
PP 56
Sept
J. Stalder
Photostat
R. M. METCALFE, INC.
ALBUQUERQUE, NEW MEXICO

BEFORE THE
OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO
Jackson EXHIBIT No. 10
CASE 1138

OIL CONSERVATION COMMISSION		
AZTEC DISTRICT OFFICE		
No. Copies Received 3		
DISTRIBUTION		
	NO. FURNISHED	
Operator	1	
Santa Fe	1	
Protraction Office		
State Land Office		
U. S. G. S.		
Transporter	1	
File		

I CERTIFY THAT THIS IS
NEGATIVE

THIS 4
19 56

Sept
L. Stalker

ALBUQUERQUE, NEW MEXICO

[Illegible text]

...to the Commission for the purpose of making a determination as to whether the work specified is con-
...of the Commission. For additional

REPORT ON REPAIRING DRAINAGE OPERATIONS		REPORT ON RESULT OF TEST OF GAMING SHUT-OFF		REPORT ON REPAIRING WELL	
REPORT ON RESULT OF FLOODING WELL		REPORT ON RECONSTRUCTION OPERATIONS		REPORT ON RESULT OF REPAIRING SHUT-OFF	EX

1993

References

6000

Abstract

Following is a report on the work done and the results obtained under the heading named above at the

Donald L. Brown

How to Buy a Used Car

1. Introduction

JOINT OFFICE

[illegible]

100

Time _____ Date _____ County _____

The Dates of this work were as follows: _____ September 22, 1966

Notice of intention to do the work (was, was not) submitted on Form C-102 on _____, 19____.

Case No.	Case Name	Case Type	Case Status
1	Case 1	Case 1	Case 1
2	Case 2	Case 2	Case 2
3	Case 3	Case 3	Case 3
4	Case 4	Case 4	Case 4
5	Case 5	Case 5	Case 5
6	Case 6	Case 6	Case 6
7	Case 7	Case 7	Case 7
8	Case 8	Case 8	Case 8
9	Case 9	Case 9	Case 9
10	Case 10	Case 10	Case 10
11	Case 11	Case 11	Case 11
12	Case 12	Case 12	Case 12
13	Case 13	Case 13	Case 13
14	Case 14	Case 14	Case 14
15	Case 15	Case 15	Case 15
16	Case 16	Case 16	Case 16
17	Case 17	Case 17	Case 17
18	Case 18	Case 18	Case 18
19	Case 19	Case 19	Case 19
20	Case 20	Case 20	Case 20
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22	Case 22	Case 22	Case 22
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84	Case 84	Case 84	Case 84
85	Case 85	Case 85	Case 85
86	Case 86	Case 86	Case 86
87	Case 87	Case 87	Case 87
88	Case 88	Case 88	Case 88
89	Case 89	Case 89	Case 89
90	Case 90	Case 90	Case 90
91	Case 91	Case 91	

and approval of the proposed plan (was) (was not) obtained.

DECLARED AGENCY OF WORK FORCE AND EMPLOYERS ORGANIZATION

1992-1993

THE NEW YORK PUBLIC LIBRARY

I CERTIFY THAT THIS IS A TRUE AND FAITHFUL
NEGATIVE COPY OF THE ORIGINAL BY ME

THIS 4
19 56

Sept

J. Stalpers

ALBUQUERQUE, NEW MEXICO

BEFORE THE
OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

Jackson EXHIBIT No. 11
CASE 1138

OIL CONSERVATION COMMISSION		
AZTEC DISTRICT OFFICE		
No. Copies Received	3	
DISTRIBUTION		
	No. Received	
Operator	7	
State Fe	1	
Prevention Office		
State Land Office		
U. S. G. S.	1	
Transporter		
File		<input checked="" type="checkbox"/>

1 COPY BY MAIL
NEGATIVE
THIS 4.
19 56

Sept.
L. Stalder
P.O. BOX 1000
ALBUQUERQUE, NEW MEXICO

Case No. 1138
applicable Sept 12

It is hereby certified that the following information has been furnished to the Commission by the owner of the well or wells described herein:

Company or Operator _____
Address _____
Unit _____ Well(s) No. _____
County _____
If Oil well Location of Tanks _____
Authorized Transporter _____ Address of Transporter _____
(Name of Transporter) (Name of Transporter)
Per cent of Natural Gas to be transported _____ Other Transporters authorized to transport Oil or Natural Gas from this unit are _____

REASON FOR FILING: (Please check proper box)

NEW WELL ☒ CHANGE IN OWNERSHIP ☐
CHANGE IN TRANSPORTER ☐ OTHER (Explain under Remarks) ☐

REMARKS:

The undersigned certifies that the Rules and Regulations of the Oil Conservation Commission have been complied with.

Executed this the _____ day of _____, 19____

Approved _____ 6-25-1955

OIL CONSERVATION COMMISSION

By _____

Title _____

NEGATIVE OF PHOTOGRAPH OF

THIS 4

IN 56

Sept:
J. Stalker

R. W. VITAGE, INC.
ALBUQUERQUE, NEW MEXICO

OIL COMPANY

John 12

CASE 1137

(Form C-150,
Revised 7/1/58)

This form shall be executed in triplicate with the District Office of the Oil Conservation Commission, covering each unit from which oil or gas is produced. A separate certificate shall be filed for each transporter authorized to transport oil or gas from the unit. If a certificate has been approved by the Oil Conservation Commission, this copy shall be forwarded to the transporter, one copy retained in the producer's files, and two copies retained by the Oil Conservation Commission.

A new certificate shall be filed to cover each change in operating ownership and each change in the transporter, except that in the case of a temporary change in the transporter involving less than the allowable production for one proration period, the operator shall in lieu of filing a new certificate notify the Oil Conservation Commission District Office and the transporter authorized by certificate on file with the Commission by letter of the estimated amount of oil or gas to be moved by the transporter temporarily moving oil or gas from the unit and the name of such temporary transporter. A copy of each notice shall also be furnished each temporary transporter. Each temporary transporter shall not move any more oil or gas than the estimated amount shown in said notice.

This certificate, when properly executed and approved by the Oil Conservation Commission shall constitute a permit for pipe line connection and authorization to transport oil and gas from the property named therein and shall remain in full force and effect until

- (a) Operating ownership changes
- (a) The transporter is changed or
- (c) The permit is cancelled by the Commission.

If any of the rules and regulations of the Oil Conservation Commission have not been complied with at the same time this report is filed, explain fully under the heading "REMARKS."

In all cases where this certificate is filed to cover a change in operating ownership or a change in the transporter designated to move oil or gas, show under "REMARKS" the previous owner or operator and the transporter previously authorized to transport oil or gas.

A separate report shall be filed to cover each producing unit as designated by the Oil Conservation Commission.

OIL CONSERVATION COMMISSION		
AZTEC DISTRICT OFFICE		
No. Copies Received <u>4</u>		
DISTRIBUTION		
	NO. FURNISHED	
Operator	1	
Sales To	1	
Proration Office		
State Land Office		
U. S. G. S.		
Transporter	1	
File	1	

I CERTIFY THAT THIS IS A TRUE AND CORRECT PHOTO
NEGATIVE

THIS 4
W. 56

Sept
Stalper
DIRECTOR
R. AL. STALPER, INC.
ALBUQUERQUE, NEW MEXICO

WINTER 1962
PLANNING JOURNAL

(Date

Shawnee Co. Survey G. F. Jorden's Patent 3448 Well No. 1, in 22° $\frac{1}{4}$ 22° $\frac{1}{4}$.

(Company or Operator)

(Leave)

Sec 22, T 25N, R 20W, NMPM, 214000 Pool

(Unit)

County. Date Spudded 11/14/52, Date Completed 11/22/52

Elevation 9543.5' Total Depth 1040' P.B.

Top oil/gas pay.....1800..... Prod. Form. ~~Production~~ ~~Form~~

Casing Perforations: _____ on _____

Depth to Casing shoe of Prod. String.....

Natural Prod. Test.....BOPD

based on bbls. Oil in Hrs. Mins.

Test after acid or shot.....BOPD

Based on.....bbls. Oil in.....Hrs.....Mins.

Gas Well Potential: 770 McF

Size choke in inches.

Date first oil run to tanks or gas to Transmission system:.....

Transporter taking Oil or Gas:.....~~El Paso Natural Gas Company~~

Remarks:

I hereby certify that the information given above is true and complete to the best of my knowledge.

Approved.....June 23,....., 1953

.....Franklin L. Highway.....
(Company or Operator)

By: [Signature]
(Signature)

Title Co-ordinator
Send Communications regarding well to:

Name Francis L. Harvey

Address: B. G. Box 990, Washita Falls, Texas

OIL CONSERVATION COMMISSION

By: W. Wendichan

Title 161 Gas Inspector, District #3.

I CERTIFY THAT THE
NEGATIVE

THIS 4
IS 56

Sept
Stalder
President & Operator
R. M. MITCHELL, INC.
ALBUQUERQUE, NEW MEXICO

BEFORE THE
OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

Jacobson EXHIBIT NO. 15
CASE 1436

OIL CONSERVATION COMMISSION		
AZTEC DISTRICT OFFICE		
No. Copies Received 4		
DISTRIBUTION		
	NO. FURNISHED	
Operator	1	
Santa Fe	1	
Proration Office	1	
State Land Office		
U. S. G. S.		
Transporter		
File	1	✓

REC
THU 4
1956

Sept
L. Stalder

ALBUQUERQUE, NEW MEXICO

Well No. 2, in SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 20, T. 20N, R. 20E, S. 20E,
 of Section 20, Township 20N, Range 20E, S. 20E,
 Well is 300 feet from South line and 300 feet from East line
 of Section 20, If State Land the Oil and Gas Lease No. 20
 Drilling Commenced December 22, 1922, 1922 Drilling was Completed December 22, 1922, 1922
 Name of Drilling Contractor Samuel H. H. H. Co.
 Address St. Louis, Mo.
 Elevation above sea level at Top 2000 feet. The information given is to be kept confidential until
 1923

ONE DAY ON TOUR

No. 1, from 2001 to 2002 No. 4, from _____ to _____
No. 2, from 2003 (a) to 2003 (a) No. 5, from _____ to _____
No. 3, from _____ to _____ No. 6, from _____ to _____

IMPORTANT WARNING

Include data on rate of water inflow and elevation to which water rose in hole.

No. 1, from	to	feet
No. 2, from	to	feet
No. 3, from	to	feet
No. 4, from	to	feet

CASING RECORD

SIZE	WEIGHT PER FOOT	FEET ON HAND	AMOUNT	KIND OF WIRE	CUT AND PULLED TIME	REMARKS	SPILLAGE
1/2"	1.1	100	110	1/2"			

INSURING AND CHANGING INSURANCE

[illegible]

FILE NO. 4 56 Sept
Stalke
RECEIVED
U. S. DEPARTMENT OF JUSTICE
WASHINGTON, D. C.

BEFORE THE
OIL CONS. COMMISSION
SANTA FE, NEW MEXICO
Exhibit No. 12
CASE 11.21

Length of Time: Start in _____

Introduction

T. Ashby	T. Devotion	T. Dr. Almon
T. Salt	T. Elmer	T. Dr. Almon
B. Salt	T. Montoya	T. Dr. Almon
T. Yates	T. Hampton	T. Dr. Almon
T. 7 Rivers	T. McCoy	T. Dr. Almon
T. Queen	T. Elmer	T. Dr. Almon
T. Grayburg	T. Gr. Wash	T. Dr. Almon
T. San Andres	T. Grubb	T. Dr. Almon
T. Gloria	T. _____	T. Dr. Almon
T. Driskard	T. _____	T. Dr. Almon
T. Tobbe	T. _____	T. Dr. Almon
T. Abo	T. _____	T. Dr. Almon
T. Penn	T. _____	T. Dr. Almon
T. Miss	T. _____	T. Dr. Almon

FORMATION RECORD

From	To	Thickness in Feet	Formation	From	To	Thickness in Feet	Formation
0	10	10	...				
10	20	10	...				
20	30	10	...				
30	40	10	...				
40	50	10	...				
50	60	10	...				
60	70	10	...				
70	80	10	...				
80	90	10	...				
90	100	10	...				

OIL CONSERVATION COMMISSION

ACTEC DISTRICT OFFICE

No. Copies Received **5**

DISTRIBUTION

	NO. FURNISHED	
Operator	1	
Maps &c	1	
Production notes		
State Land Office		
U. S. G. S.	2	
Transporter		
File	1	✓

I CERTIFY THAT THIS IS A TRUE AND FAITHFUL
REPRODUCTION OF THE ORIGINAL

THIS 4
IN 56

Sept

J. Stalder

REPRODUCED BY
ALBUQUERQUE, NEW MEXICO

Date January 14, 1955
 Location Section 24 Township 23N Range 10W
 Well No. _____
 Name of Producing Formation Pottsville Pool Blount

No. Acres Dedicated to the Well 160 ✓

Indicate land status and show ownership

SECTION 24 TOWNSHIP 23N RANGE 10W

STANLEY D. Lessor FRANCIS L. HARVEY, Farmout Owner			
990 → B.F. Breington 990	Roy Sullivan		

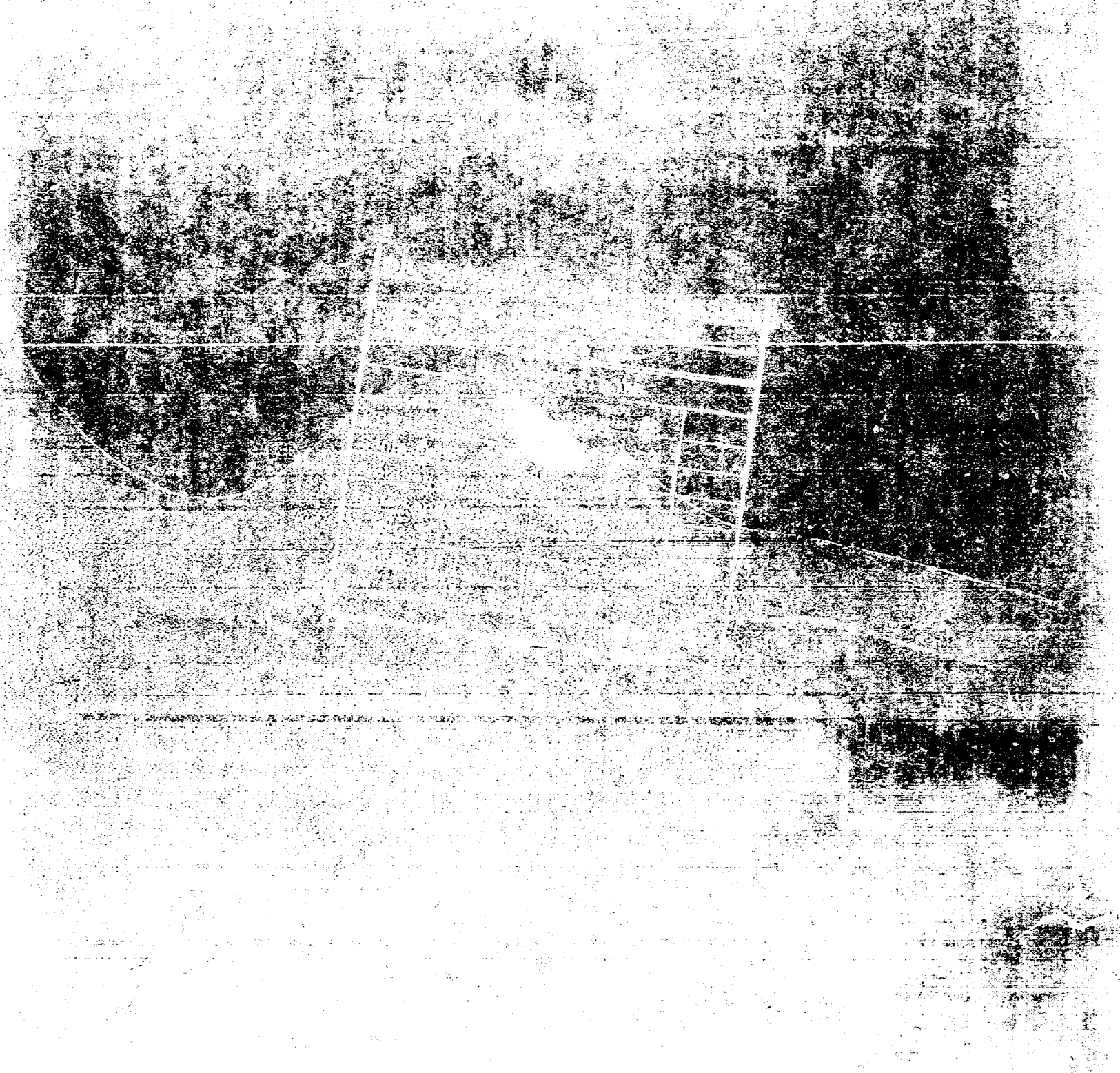


I hereby certify that the information given above is true and complete to the best of my knowledge.

Name James H. Harvey
 Position Co-Super
 Representing _____
 Address Box 220, North Falls, Texas

3021
JACKSON
CASE 11-28-15

I CERTIFY THAT THIS IS A TRUE AND EXACT PHOTO
NEGATIVE
THIS 11-26-15
J. A. Miller
KIM WILKINS, INC.
ALBUQUERQUE, NEW MEXICO



...CARRIED OVER...
NEGATIVE...
THIS 4...
1856...

Sept
L. Stalker

R. M. ...
SERRANO, N.M. MEXICO

GOVERNOR JOHN F. SIMMS
CHAIRMAN

New Mexico
OIL CONSERVATION COMMISSION

LAND COMMISSIONER E. S. WALKER
MEMBER

STATE GEOLOGIST A. L. PORTER, JR.
SECRETARY-DIRECTOR



120 East Chaco
~~Phoenix~~
Aztec, New Mexico

September 4, 1956

Case No. 1138
applicant's Exhibit #16

BEFORE THE
OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO
Jackson EXHIBIT No. *16*
CASE *1138*

To Whom it May Concern:

This is to advise that according to records in our office the F.L. Harvey #1 Bruington well in the SW $\frac{1}{4}$ Section 28-29N-10 was tied into El Paso Natural Gas Company's pipeline and started producing on November 11, 1953.

Yours very truly

Emery C. Arnold
Emery C. Arnold
Supervisor, District #3

ECA:ks

DOCKET: EXAMINER HEARING SEPTEMBER 5, 1956

Oil Conservation Commission 9:00 a.m. Mabry Hall, State Capitol, Santa Fe

The following cases will be heard before Warren W. Mankin, Examiner:

CASE 1085: (Readvertisement)

Application of Shell Oil Company for an order amending the Carson Unit Agreement as established by Commission Order R-828. Applicant, in the above-styled cause, seeks an order amending the Carson Unit Agreement in the following particulars:

- (a) To eliminate from the Unit Area All of Sections 3, 4, 9, 10, 15, 16, 21, 22, 27, 28, 33 and 34 of Township 25 North, Range 12 West, San Juan County, New Mexico.
- (b) To reduce the number of wells to be drilled under the agreement from five to four.
- (c) To consider any well commenced subsequent to July 15, 1956, within the amended area to have been drilled in accordance with the requirements of the Unit Agreement and as fulfilling part of the drilling requirements.

CASE 1138:

Application of R. E. Jackson for an order pooling all oil and gas interests in certain acreage in the Aztec-Pictured Cliffs Gas Pool, San Juan County, New Mexico, in accordance with Section 65-3-14 (c) New Mexico Statutes Annotated (1953). Applicant, in the above-styled cause, seeks an order pooling the rights and interests of all persons having the right to drill for, produce or share production of oil, gas and liquid hydrocarbons, or any of them, underlying the SW/4 of Section 28, Township 29 North, Range 10 West, Aztec-Pictured Cliffs Gas Pool, San Juan County, New Mexico. The above-described quarter section is presently dedicated to the Bruington Pooled Unit Well No. 1 which is operated by Frances L. Harvey and located in the SW/4 SW/4 of said Section 28.

CASE 1139:

Application of Lowry, et al, Operating Account, for an order granting approval of a non-standard drilling and gas spacing unit in the South Blanco-Dakota Gas Pool, Rio Arriba County, New Mexico, in exception to Rule 104 (d) of the New Mexico Oil Conservation Commission Rules and Regulations. Applicant, in the above-styled cause, seeks an order granting approval of a 160 acre non-standard drilling and gas spacing unit in the South Blanco-Dakota Gas Pool consisting of the S/2 of the NE/4 and the N/2 of the SE/4 of Section 16, Township 26 North, Range 6 West, Rio Arriba County, New Mexico; said unit to be assigned to applicant's State Well No. D-268 located 1980 feet from the North line and 660 feet from the East line of said Section 16.

DOCKET EXAMINER HEARING SEPTEMBER 6, 1956

New Mexico Oil Conservation Commission 10 00 a.m. Hobbs, New Mexico

Oil Conservation Commission Office, 1000 W. Broadway, Hobbs, New Mexico

The following cases will be heard before Warren W. Mankin, Examiner:

CASE 1140: Application of Magnolia Petroleum Company for an order granting approval of its proposed Tres Ranchos Unit Agreement embracing 1200 acres, more or less, in Eddy County, New Mexico, in accordance with Rule 507 of the New Mexico Oil Conservation Commission Rules and Regulations. Applicant, in the above-styled cause, seeks an order granting approval of its proposed Tres Ranchos Unit Agreement embracing 1200 acres, more or less, of State lands described as:

Township 19 South, Range 23 East
All Section 10
W/2 W/2 Section 11
W/2 NW/4 Section 14
N/2 Section 15 (All in Eddy County, New Mexico)

CASE 1141: Application of Tom Boyd and Jack Plemons for an order granting permission to commingle oil in exception to Rule 303 of the New Mexico Oil Conservation Commission Rules and Regulations. Applicant, in the above-styled cause, seeks an order granting permission to commingle oil from the Grayburg-Jackson and the Grayburg-Keeley Pools; said oil to be produced from applicant's Continental State 27 Well No. 4 located in the NW/4 NW/4 of Section 27, Township 17 South, Range 29 East, Grayburg-Keeley Pool, Eddy County, New Mexico, with oil production from applicant's Wells No. 1, 2 and 3 in the Grayburg-Jackson Pool.

CASE 1142: Application of Amerada Petroleum Corporation for an order granting permission to convert its non-productive H. C. Posey "A" No. 2 Well in the East Caprock Devonian Pool, Lea County, New Mexico, into a salt water disposal well in compliance with Rule 701 of the New Mexico Oil Conservation Commission Rules and Regulations. Applicant, in the above-styled cause, seeks an order granting permission to recomplete as a salt water disposal well its H. C. Posey "A" No. 2 Well located in the NE/4 of the SE/4 of Section 11, Township 12 South, Range 32 East, Lea County, New Mexico. Said well is located 1380 feet from the South line and 660 feet from the East line of said Section 11. Applicant proposes to inject salt water into the Dewey Lake formation at an interval between 1300 and 1450 feet through casing perforations.