

CASE 2246: Application of SINCLAIR
for exception to RULE 303 (a) and
RULE 309 (a).

-asa / No.

2246

Application, Transcript,
and Exhibits, Etc.

BEFORE THE
OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO
April 19, 1961

IN THE MATTER OF:

Application of Sinclair Oil & Gas
Company for an exception to Rule
303 (a) and Rule 309 (a). Case 2246

Application of Sinclair Oil & Gas
Company for an exception to Rule
303 (a). Case 2247

Application of Sinclair Oil & Gas
Company for an exception to Rule 303
(a). Case 2248

NEW MEXICO OIL CONSERVATION COMMISSION

Examiner Hearing - A. L. Porter, Jr.

Santa Fe, NEW MEXICO

REGISTER

HEARING DATE April 19, 1961 TIME: 9 a.m.

NAME:	REPRESENTING:	LOCATION:
Lee P. T.	ELI.	Santa Fe
W. H. Pugin	Pugin Trucking Co.	Clushing - Okla.
S. H. Ezor	Hondo Oil & Gas Co.	Roswell, N.M.
A. J. Neane	Hondo Oil & Gas Company	Artesia, N.M.
J. D. Cameron	Shell Oil Co	Roswell, N.M.
Wm. J. Pavin	Zimmerman	Midland
Carl W. Jones	Phillips	✓
Gom Matthews	✓	Bartlesville, Okla.
R. M. Anderson	Sinclair	Midland, Tex.
N. W. W. Luttow	Southern Union Prod. Co.	Dallas, Texas.
M. A. Sanchez	"	Santa Fe, N.M.
Frank Warner	THE OHIO OIL CO	HOUSTON, TEXAS.
W. J. McLaughlin	Kellum & Fox	Santa Fe, N.M.
J. E. Robinson, Jr.	TEVACO Inc.	MIDLAND
E. J. Smith	Cities Service Prod. Co.	✓
Lo Storm	J. R. Cone	Hobbs

NEW MEXICO OIL CONSERVATION COMMISSION

Examiner Hearing - A. L. Porter, Jr.

Santa Fe, NEW MEXICO

REGISTER

HEARING DATE April 19, 1961

TIME: 9 a.m.

NAME:	REPRESENTING:	LOCATION:
W. T. Wells Sr.	Tenneco Oil Co.	Midland, Tex.
C. W. Nance	Tenneco Oil Co.	Hobbs, N.M.
W. Armstrong	Tenneco Oil Co.	Midland, Texas
V. T. Lyon	CONTINENTAL OIL CO	EDWICE, N. M.
H. C. Smith	H. C. Smith	Edwice -
Geo. J. Smith	SW Prof	Farming Co

BEFORE THE
OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO
APRIL 19, 1961

EXAMINER HEARING

IN THE MATTER OF:

- CASE 2246 Application of Sinclair Oil & Gas Company for :
an exception to Rule 303 (a) and Rule 309 (a). :
Applicant, in the above-styled cause, seeks :
permission to commingle, without separate mea- :
surement, the oil production from the Tubb Gas :
Pool, the oil production from the Blinebry Gas :
Pool and the oil production from the Drinkard :
Pool from all wells presently completed on its :
J. R. Cone "A" lease, comprising the W/2 SW/4 :
of Section 26, Township 21 South, Range 37 East :
Lea County, New Mexico, and on its J. R. Cone :
"B" lease comprising the SE/4 SW/4 and the SW/4 :
SE/4 of said Section 26. :
- CASE 2247 Application of Sinclair Oil & Gas Company for :
an exception to Rule 303 (a). Applicant, in :
the above-styled cause, seeks permission to :
commingle, without separate measurement, the :
distillate production from the Tubb Gas Pool, :
the distillate production from the Blinebry Gas :
Pool, the oil production from the Drinkard Pool :
and the oil production from the Wantz Abo Pool :
from all wells presently completed on the S.J. :
Sarkeys lease, comprising the SE/4 of Section :
23, Township 21 South, Range 37 East, Lea :
County, New Mexico. :
- CASE 2248 Application of Sinclair Oil & Gas Company for :
an exception to Rule 303 (a). Applicant, in :
the above-styled cause, seeks permission to :
commingle, without separate measurement, the :
oil production from the Drinkard Pool with the :
oil production from the Tubb Gas Pool from all :
wells presently completed on its A.M. York "B" :
lease, comprising the NE/4 NE/4 of Section 20, :
Township 21 South, Range 37 East, Lea County, :
New Mexico. -----

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BEFORE:

A. L. Porter, Examiner.

T R A N S C R I P T O F P R O C E E D I N G S

MR. PORTER: The hearing will come to order, please.
We'll take Case 2246.

MR. MORRIS: Case 2246. Application of Sinclair Oil & Gas Company for an exception to Rule 303 (a) and Rule 309 (a).

MR. WHITE: Charles White of Gilbert, White & Gilbert, appearing on behalf of the applicant. If the Examiner please, we would like, for the purpose of the hearing, to consolidate Cases 2246, 2247 and 2248 so we can save some time.

MR. PORTER: If no objection to the counsel's motion, Cases 2246, 2247 and 2248 will be consolidated, for the purpose of taking testimony. Exhibits 1 through 3 marked for all cases.

(Whereupon, Sinclair's Exhibits 1 through 3 were marked for identification)

MR. WHITE: We have one witness to be sworn.

MR. PORTER: Will the witness stand and be sworn, please?

(Witness sworn)

R. M. ANDERSON,

called as a witness, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. WHITE:

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Q Will you state your name, for the record, please?

A R. M. Anderson.

Q By whom are you employed and in what capacity?

A Sinclair Oil & Gas Company, senior engineer in their Midland, Texas division office.

Q Have you previously testified before the Commission or Examiner as an engineer?

A I have.

Q And have your qualifications been accepted?

A Yes, they have.

Q Are you familiar with Cases 2246, 47 and 48?

A I am.

Q Would you state the purpose of each application?

A The purpose of these applications is to permit the commingling of the crude from several pools in order to effect economic savings on the lease and to enable us to continue to operate these leases in an economic manner. My testimony will show that the leases have declined down to marginal status, and they are all producing; what we are asking to commingle is very small amounts of oil.

Q Mr. Anderson, will you refer to Exhibit No. 1 in each of the respective cases and explain those Exhibits?

A Exhibit No. 1 is only an ownership map of the area surrounding each of the leases. The first case concerns our J. R. Cone "A" and "B" lease. On Exhibit 1 with that case we have colored the Cone "A" and "B" leases yellow on the Exhibit. We have



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shown the ownership in all directions, and for some distance around the lease, and we have shown the wells that exist on the lease. The "A" lease is an 80-acre lease and contains two Drinkard wells which are dually completed in the Tubb and in the Blinebry. The "B" lease contains two Drinkard wells. With respect to the Tubb and Blinebry zones, the "A" and the "B" leases are operated under a pooling agreement; those zones have been pooled in the Tubb and Blinebry.

In the case of our Sarkeys lease, which is the second case on the docket, 2247, I similarly colored that lease yellow on Exhibit 1. It reflects three wells. There's a Wantz-Abo well, a Drinkard well, which is dualled in the Tubb and a Blinebry well, and this information is also reflected on my Exhibit 3, which I'll come to in a minute.

In the case of our York "B" lease, I have similarly colored it yellow. It contains one dually completed well, which is an oil well in the Tubb Gas Pool, and an oil well in the Drinkard Oil Pool.

Q Mr. Anderson, will you similarly explain Exhibit 2 in each case?

A Exhibit 2 is a diagrammatic sketch of the lease and leases. In the case of the Cone "A" and "B" leases, it reflects the present tank battery installations and reflects the present flow lines and the tanks and equipment that we propose to recover, as a result of this application, as so labeled on this Exhibit. On Exhibit 2



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for the Cone leases, I have indicated that we will recover two 500-barrel tanks and a 280-barrel settling tank. 280 is recoverable at this time, whether you grant the application or not, so I have not included it in any economics, but it will be removed from the premises. I have indicated the changed flow line condition by putting a dashed line on the Exhibit, and in this case it indicates that the production from the Cone "B" Wells 1 and 2 will go through the separator, and will then go to the 500-barrel stock tanks on a lease similarly to the way it's depicted on the Exhibit. Over on the "A" lease, we find we still will be using the Drinkard separator for the two Drinkard wells, and that production will go to the 500-barrel tanks as will the distillate production from the Tubb and Blinbry Wells. In the case of the Sarkeys, which is the next case my Exhibit 2 reflects, the wells and the present equipment installed at the tank battery and the fact that three 210-barrel tanks will be recovered, and similarly, I have shown minor changes that will take place as a result of the granting of this application.

Likewise, on our York "B" lease, the same type diagram with the same type of information shown.

Q Mr. Anderson, will you now refer to Exhibit 3, which is the same Exhibit in each of the three cases?

A All three cases are reported on this single sheet here, which is labeled Exhibit 3 in each case. The top third refers to the Cone lease, and it shows the wells on the lease and the various



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pools that they're completed in, and it shows the allowable on the current allowable schedule.

The Tubb and Blinebry Wells do not reflect an allowable. However, they have a gas allowable. They do not have a distillate allowable. Then, under the oil column that is the current daily average production that we're making from those wells presently, and we say that it is a rather small amount in the Drinkard zone. One well is making two barrels, one four barrels a day, and one ten, and one thirteen. The top allowable in this zone is 62 barrels, so they're quite a ways below that. Also, we see that just small amounts of distillate are involved. The Tubb zone makes 6 barrels a day, and likewise, the Blinebry zone makes 6 barrels of distillate a day.

I have shown the gravities of these oils and distillates. I have shown the water production which is minimal, and I have shown the gas-oil ratio of the oil wells. Likewise, information is shown for the Sarkeys lease, the second case. We see that the production from those wells is 4 barrels of Blinebry distillate from one, Well No. 1, 8 barrels of Drinkard oil a day from Well 2, and 3 barrels of Tubb distillate from the dually completed well and 3 barrels of Wantz-Abo oil. Likewise, shown, the gravities and the water production and the gas-oil ratio of the oil wells. Case A. M. York "B" 2 we show the Drinkard zone making 17 barrels of oil a day, in the Tubb zone, 10 barrels, and we're making a little water on that lease, a barrel a day in the Drinkard, and



10 barrels a day in the Tubb. The gas-oil ratios are also reflected there.

Q What does this Exhibit reflect?

A Well, I believe this Exhibit reflects the marginal nature of these leases, and we are asking to commingle all of the oil and distillate produced on the Cone lease, which is a total of 41 barrels a day, and in the next case we're asking to commingle the marginal production totaling 18 barrels a day of both oil and distillate on the Sarkeys lease, and in the case of the York lease, 27 barrels of oil per day, we're asking to commingle and we are asking to commingle this without separately measuring any of the strings.

We propose to allocate the oil and distillate production on the basis of periodic tests, and we do not desire to set meters, and in the case of water production, the accompanying necessary heating and treating equipment, and so forth, in order to realize the saving that we will get from recovering lease equipment, and also the saving we will realize as a result of minimizing the lease personnel's work.

Q What economic savings will be accomplished by this commingling?

A Well, in the Cone lease we will recover two 210-barrel tanks, two 500-barrel tanks, and based upon their second-hand value, it will be a total of five thousand one hundred dollars worth of equipment that we will recover and have available to use in other

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operations. We also will save in that we will make it possible for the field personnel to more efficiently handle this lease without having to gauge some tanks and make some calculations every day. We will be able to do it on the basis of periodic tests.

Q In regard to the Cone lease, are the royalty interests common as between the leases "A" and "B?"

A No. With regard to the Drinkard zone, the royalty interest is different. The working interest is common under the "A" and "B" leases, and in the Drinkard zone the royalty interest is different. However, in the Tubb and Blinbry zone, the royalty interest has been pooled and it is common.

Q Is it your opinion you can satisfy the royalty owners?

A I have been advised by our legal department that they can satisfy the royalty owners in the event this application is granted.

Q Are the royalty interests the same in the Sarkey lease?

A Yes, they are common, identical in the Sarkey.

Q What about the York lease?

A They are the same, both zones under the York lease.

Q Are the working interests common throughout all leases?

A Yes, they are.

Q Will the selling price of the commingled crudes equal or exceed the selling price of the separate crudes?

A Yes, they will equal or exceed it in all three cases. I



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didn't finish answering your previous question about the economic savings; I answered it with regard to the York. Now, in the case of the Sarkeys lease, we will recover three 210-barrel tanks for an estimated value of twenty-four hundred dollars. In the case of the York "B" lease, we will recover two 210-barrel tanks, and one heater treater for an estimated thirty-four hundred. Now, the heater treater on the York lease is not the one that's presently out there as shown on the Exhibit, but it is a second one that will have to be set, in the event that this application is not granted. We are now experiencing a little difficulty with the Drinkard crude, and it's necessitating steaming and rolling the tanks, the Drinkard tanks. So, if this application is granted, we can throw the Drinkard stream through the same heater treater we have out there commingled with the Tubb string and save installing another heater treater; so that I am considering a saving here in this application. That's thirty-four hundred dollars saving on the York "B" lease.

Q Are these crudes sweet or sour?

A They're sweet. They're all sweet crudes.

Q Were these Exhibits prepared by you or under your direction?

A They were.

MR. WHITE: At this time we offer the Exhibits.

MR. PORTER: Without objection, the Exhibits of Sinclair Oil & Gas Company will be admitted to the record.



(Whereupon, Sinclair's Exhibits 1 through 3 were received in evidence.)

MR. PORTER: Does anyone have a question?

MR. MORRIS: Yes.

MR. PORTER: Mr. Morris.

CROSS-EXAMINATION

BY MR. MORRIS:

Q You testified that the price to be paid for the commingled fluids would not be any less than if they were produced on the individual leases, but here on the Cone lease wouldn't your price per barrel, just looking at the production from the Cone "A" be less than the price per barrel from the Cone "B?"

A Actually, the comparison between the "A" and "B" leases with the distillate mixed in?

Q Right.

A I didn't make that comparison because the distillate that I have shown under Cone "A" is actually half of the distillate by virtue of the pooling agreement belongs to the "B" lease. It is a pooled product. Although the Cone "A" 1 Well is making 6 barrels of Tubb distillate due to the fact that we have 160-acre pooling agreement on these two leases, why, 3 barrels of that actually belongs to the "B" lease, and if you were to then contribute half of the distillate to the "B" as well as to the "A", I believe you would be accomplishing the same thing. You have gravity improvement in both cases, but the total of the 41 barrels of distillate

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does calculate, the selling price does calculate to be the same or more than if you were to sell them separately.

Q I see. Now, Mr. Anderson, all these wells are marginal. I don't suppose there's any great likelihood of their becoming top allowable wells, at least on primary production, is there?

A No, sir.

Q I mean by workover?

A No, sir. It is extremely unlikely, in my opinion, that any of these oil wells will be returned to top allowable status, or that any additional top allowable oil wells will be drilled on these leases. I believe that the gas wells are top allowable in the gas pool.

Q How about on secondary operations, if any are contemplated here? Of course, you might, in that situation, it might be possible that you would be producing a top allowable from one or more of these wells so in the event that secondary recovery operations are instituted, or if the wells become otherwise capable of making top allowable, will you be willing to notify the Commission of that fact?

A Yes, sir.

MR. MORRIS: That's all I have.

MR. PORTER: Mr. Nutter.

BY MR. NUTTER:

Q Mr. Anderson, you stated that the recovery of the tanks on the Sarkey lease would amount to twenty-four hundred dollars.



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How much money do you expect to recover on the Cone leases by the commingling project?

A On the Cone, it totals fifty-one hundred. That's two 210's and two 500's, and that is based on second-hand value of that equipment.

Q How much actual recovery will you make on the York lease, not counting the heater treater that you will not have to install?

A Sixteen hundred dollars, two 210 tanks.

Q Then, if you included the heater treater?

A Thirty-four hundred dollars.

Q For the heater treater or all told?

A For a second-hand, eighteen hundred dollars I allowed, that's about seventy-five percent of new price.

Q Is this application in Case No. 2246 for authority to commingle the leases as well as commingle the pools --

A Yes, sir.

Q -- as far as the Drinkard is concerned?

A Yes, sir.

Q You stated that you had a pooling agreement for the Tubb and the Blinbry on the Cone "A" and Cone "B." Does that pooling agreement include royalties?

A Yes, sir.

Q So, everything is pooled for those two formations?

A Yes, sir.

Q What is not pooled as far as the Drinkard is concerned,



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a full eighth of the entire royalty ownership?

A Yes, one-eighth is not pooled with the Drinkard, or all other formations.

Q There's no other production right at the present time except the Drinkard that isn't pooled?

A That is correct. Only the Drinkard production at the present time, or the Drinkard is the only production at the present time that is not pooled.

Q How do you expect to allocate the Drinkard production as far as royalty is concerned to the two royalty owners?

A We propose each month when we file our C-115's to allocate this production to the "B" and "A" leases in the manner that's indicated as a result of our periodic tests, and both the "B" and the "A" lease with regard to Drinkard formation is producing at capacity, and so we feel that we now know exactly what to expect from these leases, and would be able to accurately determine and estimate it in that manner.

Q The Drinkard on the "A" is making a total of 6 barrels, and the Drinkard on the "B" is making 23 barrels, is that correct?

A Yes, sir.

MR. NUTTER: Thank you.

MR. PORTER: Does anyone else have a question of Mr. Anderson?

BY MR. PORTER:

Q Mr. Anderson, on your Exhibit 3, I notice you give the



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amount of liquid being produced by the Tubb and Blinebry gas zones. Is that for one particular month, or is that an average over a zone, or what?

A That is a six months' average.

Q Six months' average?

A Last six months.

MR. PORTER: Does anyone else have a question? Mr.

Nutter.

BY MR. NUTTER:

Q Have you already discussed commingling the Drinkard with the royalty owners?

A No, sir.

Q But your legal department assured you that they could satisfy them?

A Yes.

Q But you haven't discussed it with them?

A The legal department has assured me that under the law, as they see it, they feel that they can adequately account to the royalty owners for the production, if we are granted this application.

Q Have you given any thought to setting meters for the Drinkard production on these two leases?

A Yes, we have, and we feel that because they are both operating marginally and at capacity, we feel that it is not necessary, and we note that there is a small amount of water produced;



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one barrel a day on an average from the "B" lease, and one barrel a day on an average from the "A" lease, and in order to meter and measure this stream, we will have to set a separating equipment where at present we do not have heater treaters installed on the leases, and we are able to bleed off a little water off the bottom of the stock tanks occasionally and handle our water problem with very little extra treating. If we were to meter, though, we would have to possibly set the heater treaters, and that, again, would run the cost up considerably.

Q You could set a sampler, couldn't you, to determine the water production from each lease?

A Yes, sir.

Q There's a possibility you may have to go to treating the oil on these two leases, anyway, is there not?

A If we were to have to measure them prior to commingling, yes, we would have to treat them, possibly in the near future.

Q I mean if they weren't being metered, there's still a possibility you might have to treat the oil?

A Yes, sir.

Q What would it cost, Mr. Anderson, to set a meter, to set one meter and a sampler on this installation?

A The meter would cost approximately five hundred dollars, the sampler, depending upon the power that's available to operate it, would cost about, roughly, two hundred dollars for a sampler.

MR. NUTTER: Thank you.



MR. PORTER: Any further questions of the witness? He may be excused.

(Witness excused)

MR. PORTER: Does anyone else have anything to offer in either of these three cases? If not, they'll be taken under advisement.

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STATE OF NEW MEXICO)
) ss
 COUNTY OF BERNALILLO)

I, ADA DEARNLEY, Court Reporter, in and for the County of Bernalillo, State of New Mexico, do hereby certify that the foregoing and attached Transcript of Proceedings before the New Mexico Oil Conservation Commission was reported by me in machine shorthand and reduced to typewritten transcript under my personal supervision, and that the same is a true and correct record to the best of my knowledge, skill and ability.

WITNESS my Hand and Seal this, the 20th day of April, 1961, in the City of Albuquerque, County of Bernalillo, State of New Mexico.

Ada Dearnley
 NOTARY PUBLIC

My Commission expires:

June 19, 1963

I do hereby certify that the foregoing is a complete record of the proceedings in the Examiner hearing of Case No. 746 heard by me on April 13, 1961.
A. L. Palmer, Examiner
 New Mexico Oil Conservation Commission

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NEW MEXICO OIL CONSERVATION COMMISSION

Examiner Hearing - A. L. Porter, Jr.

Santa Fe, NEW MEXICO

REGISTER

HEARING DATE

April 19, 1961

TIME:

9 a.m.

NAME:	REPRESENTING:	LOCATION:
Lee H. E.	ELIERY.	Santa Fe
W. H. Reagan	Reagan-Trucking Co.	Lawton - Okla.
S. H. Edwin	Hondo Oil & Gas Co.	Roswell, N.M.
A. J. Neane	Hondo Oil & Gas Company	Artesia, N.M.
J. D. Cameron	Shell Oil Co.	Roswell, N.M.
Wm. S. Fawn	Phillips	Midland
Carl W. Jones	Phillips	Bartlesville, Okla.
Tom Matthews	✓	✓
B. M. Anderson	Sinclair	Midland, Tex.
D. W. W. Luther	Southern Union Prod. Co.	Dallas, Texas.
M. A. Sanchez	"	Santa Fe, N.M.
Frank Woner	THE OHIO OIL CO	HOUSTON, TEXAS.
W. S. O'Connell	Kellakin & Fox	Santa Fe, N.M.
Jason Kellakin	TEXACO INC.	Midland
Z. E. Robinson, Jr.	Cities Service Pet. Co.	Midland
E. J. Miller	J. R. Cone	Midland
W. O. Storm		Midland

NEW MEXICO OIL CONSERVATION COMMISSION

Examiner Hearing - A. L. Porter, Jr.

Santa Fe, NEW MEXICOREGISTERHEARING DATE April 19, 1961 TIME: 9 a.m.

NAME:	REPRESENTING:	LOCATION:
W. T. Wells Jr.	Tenneco Oil Co.	Midland, Tex.
C. W. Nance	Tenneco Oil Co.	Hobbs, N.M.
W. A. Armstrong	Tenneco Oil Co.	Midland, Tex.
V. T. Lyon	CONTINENTAL OIL CO	EUNICE, N.M.
H. C. Smith	H. O. Smith	Pratt -
Geo. S. Smith	SW Prod	Farming, Tex.

DOCKET: EXAMINER HEARING - WEDNESDAY, APRIL 19, 1961

9 A.M. - OIL CONSERVATION COMMISSION CONFERENCE ROOM
STATE LAND OFFICE BUILDING, SANTA FE, NEW MEXICO

The following cases will be heard before Elvis A. Utz, Examiner, or A. L. Porter, Secretary-Director, as alternate examiner:

CASE 2246: Application of Sinclair Oil & Gas Company for an exception to Rule 303 (a) and Rule 309 (a). Applicant, in the above-styled cause, seeks permission to commingle, without separate measurement, the oil production from the Tubb Gas Pool, the oil production from the Blinebry Gas Pool and the oil production from the Drinkard Pool from all wells presently completed on its J. R. Cone "A" lease, comprising the W/2 SW/4 of Section 26, Township 21 South, Range 37 East, Lea County, New Mexico, and on its J. R. Cone "B" lease comprising the SE/4 SW/4 and the SW/4 SE/4 of said Section 26.

CASE 2247: Application of Sinclair Oil & Gas Company for an exception to Rule 303 (a). Applicant, in the above-styled cause, seeks permission to commingle, without separate measurement, the distillate production from the Tubb Gas Pool, the distillate production from the Blinebry Gas Pool, the oil production from the Drinkard Pool and the oil production from the Wantz-Abo Pool from all wells presently completed on the S. J. Sarkeys lease, comprising the SE/4 of Section 23, Township 21 South, Range 37 East, Lea County, New Mexico.

CASE 2248: Application of Sinclair Oil & Gas Company for an exception to Rule 303 (a). Applicant, in the above-styled cause, seeks permission to commingle, without separate measurement, the oil production from the Drinkard Pool with the oil production from the Tubb Gas Pool from all wells presently completed on its A. M. York "B" lease, comprising the NE/4 NE/4 of Section 20, Township 21 South, Range 37 East, Lea County, New Mexico.

CASE 2249: Application of Southern Union Production Company for an order force pooling a standard 160-acre proration unit in the Tapacito-Pictured Cliffs Gas Pool. Applicant, in the above-styled cause, seeks an order force pooling mineral interests in the Tapacito-Pictured Cliffs Gas Pool in the SW/4 of Section 2, Township 25 North, Range 3 West, NMPM, Rio Arriba County, New Mexico to form a standard 160-acre gas proration unit.

SINGLAIK OIL & GAS COMPANY

MIDLAND, TEXAS

LEGAL DEPARTMENT

May 19, 1961

Mr. A. L. Porter, Jr.
Secretary-Director
Oil Conservation Commission
Santa Fe, New Mexico

Re: Case No. 2246 - Application
to Commingle Production —
J. R. Cone "A" and "B" leases,
Lea County, New Mexico.

Dear Sir:

By letter of April 25, 1961, to R. M. Anderson, you requested that the applicant furnish evidence that all royalty owners having an interest in each lease from which production is to be commingled are in accord with our plan for distributing production by means of well tests.

It was the opinion of our production personnel that an operating economy could be accomplished with the elimination of all but one tank battery and that periodic well tests would afford adequate means of accounting to royalty owners under the separate leases, and especially so in view of the marginal production.

The leases are on common commercial forms providing for delivery of 1/8 of the oil free of cost to the lessor in the pipe line to which the lease is connected or payment of the value of 1/8 of the oil so delivered free of cost. In my opinion the lessee may comply with its contractual obligations by delivering either the specific oil produced from the lease or its commingled equivalent, and it is only necessary that the lessee provide adequate means, by measurement, tests or otherwise, to determine the royalty to which the lessor is entitled.

There are a number of royalty owners to be contacted if special agreements are required. We do not wish to incur that additional expense at this time. Accordingly, it is requested that the present application in Case No. 2246 be dismissed.

Very truly yours,

HNB/id

Horace N. Burton
Horace N. Burton
Division Attorney

RSM
5/25
A.L.P.
5/25

DRAFT

RSM/esr
May 25, 1961

BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

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

CASE No. 2246

Order No. R- 1985

APPLICATION OF SINCLAIR OIL
& GAS COMPANY FOR AN EXCEPTION
TO RULE 303 (a) AND RULE 309 (a),
LEA COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m. on April 19, 1961, at Santa Fe, New Mexico, before A. L. Porter, Jr., 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 day of May, 1961, the Commission, a quorum being present, having considered the application, the evidence adduced, and the recommendations of the Examiner, A. L. Porter, Jr., and being fully advised in the premises,

FINDS:

(1) That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.

(2) That the applicant, Sinclair Oil & Gas Company, has requested that Case No. 2246 be dismissed.

IT IS THEREFORE ORDERED:

That Case No. 2246 is hereby dismissed.

DONE at Santa Fe, New Mexico, on the day and year herein-
above designated.

GOVERNOR
EDWIN L. MECHEM
CHAIRMAN

State of New Mexico
Oil Conservation Commission

LAND COMMISSIONER
E. S. JOHNNY WALKER
MEMBER



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

P. O. BOX 871
SANTA FE

May 26, 1961

Re: CASE NO. 2246
ORDER NO. Order #1985
APPLICANT:
Sinclair Oil & Gas Co.

Mr. Charlie White
Gilbert, White & Gilbert
P. O. Box 787
Santa Fe, New Mexico

Dear Sir:

Enclosed herewith are two copies of the above-referenced Commission order recently entered in the subject case.

Very truly yours,

A. L. Porter, Jr.
A. L. PORTER, Jr.
Secretary-Director

ir/

Carbon copy of order also sent to:

Hobbs OCC x
Artesia OCC
Aztec OCC

OTHER

BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

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

CASE No. 2246
Order No. R-1985

APPLICATION OF SINCLAIR OIL
& GAS COMPANY FOR AN EXCEPTION
TO RULE 303 (a) AND RULE 309 (a),
LEA COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9'oclock a.m. on April 19, 1961, at Santa Fe, New Mexico, before A. L. Porter, Jr., 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 25th day of May, 1961, the Commission, a quorum being present, having considered the application, the evidence adduced, and the recommendations of the Examiner, A. L. Porter, Jr., and being fully advised in the premises,

FINDS:

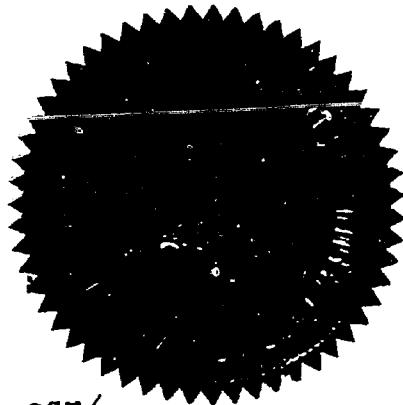
(1) That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.

(2) That the applicant, Sinclair Oil & Gas Company, has requested that Case No. 2246 be dismissed.

IT IS THEREFORE ORDERED:

That Case No. 2246 is hereby dismissed.

DONE at Santa Fe, New Mexico, on the day and year herein-
above designated.



esr/

STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION

E. L. Mechem
EDWIN L. MECHEM, Chairman

E. S. Walker
E. S. WALKER, Member
A. L. Porter, Jr.
A. L. PORTER, Jr., Member & Secretary

OIL CONSERVATION COMMISSION

P. O. BOX 871

SANTA FE, NEW MEXICO

April 25, 1961

Mr. R. M. Anderson
Sinclair Oil & Gas Company
P. O. Box 1470
Midland, Texas

Dear Sir:

Your application, as docketed under Case No. 2246, is now under consideration by the Commission. Before rendering a decision and entering an order, however, we would like for you to furnish evidence that all royalty owners having an interest in each lease from which production is to be commingled, are in accord with your plan for distributing production by means of well tests rather than by separate measurement.

Very truly yours,

A. L. PORTER, Jr.
Secretary-Director

ALP/ir

Copy Ex 3
2246

SINCLAIR OIL & GAS COMPANY
CHIMINOLING APPLICATIONS
CURRENT PRODUCTION-MARCH 1961

<u>Lease & Well</u>	<u>Pool</u>	<u>Alloy</u>	<u>Oil</u>	<u>Gravity</u>	<u>Water</u>	<u>GOR</u>
J. R. Cone "A" #1	Drinkard	4	2	36°	1	32,000
" " "	Tubb	-	6	53°	0	-
J. R. Cone "A" #2	Drinkard	4	4	36°	0	31,200
" " "	Blinsbry	-	6	67°	0	-
J. R. Cone "B" #1	Drinkard	12	10	36°	1	8,230
J. R. Cone "B" #2	Drinkard	14	<u>13</u>	36°	<u>0</u>	7,940
TOTALS			41		2	

S. J. Sarkeys #1	Blinsbry	-	4	72°	0	-
S. J. Sarkeys #2	Drinkard	11	8	36°	1	1,545
" " "	Tubb	-	3	56°	0	-
S. J. Sarkeys #3	Wants ABO	5	<u>3</u>	41°	<u>0</u>	13,000
TOTALS			18		1	

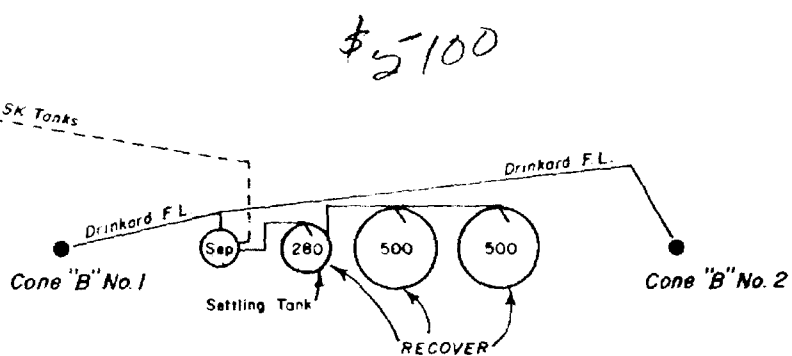
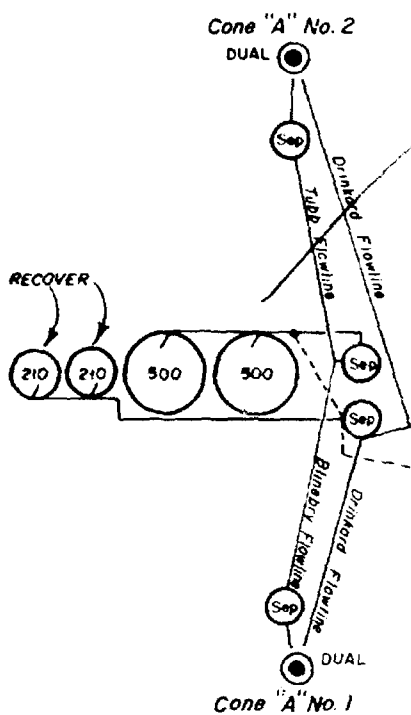
A. M. York "B" #2	Drinkard	20	17	36°	1	5,480
" " "	Tubb	14	<u>10</u>	39°	<u>10</u>	5,143
TOTALS			27		11	

App Ex 2
2246

SINCLAIR OIL & GAS COMPANY
J.R. Cone "A" & J.R. Cone "B" Leases
PROPOSED TO COMMINGLE
ALL OIL IN A COMMON BATTERY

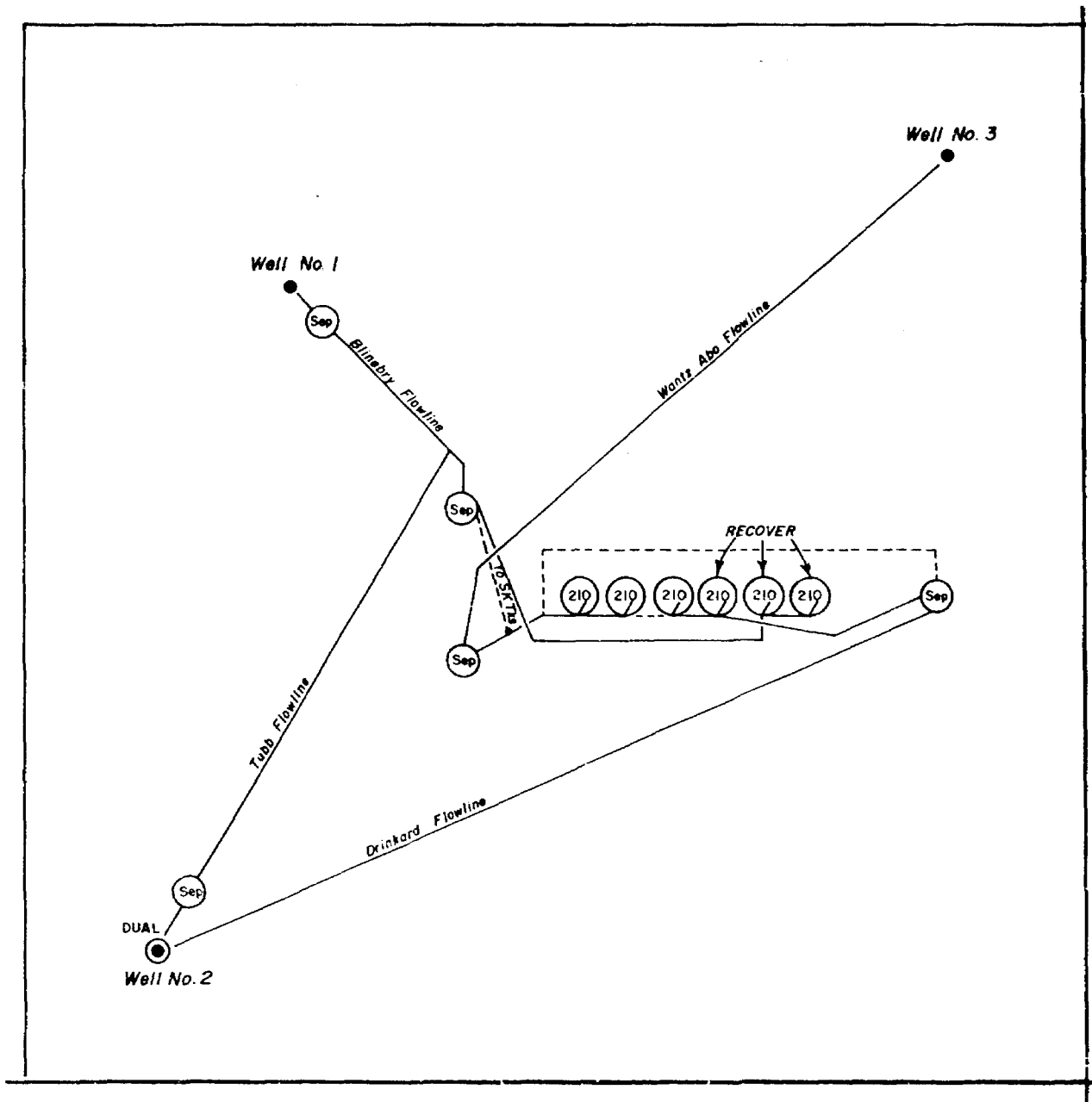
500 water
200 separator
\$700

1/8 not possible
in Drinkard



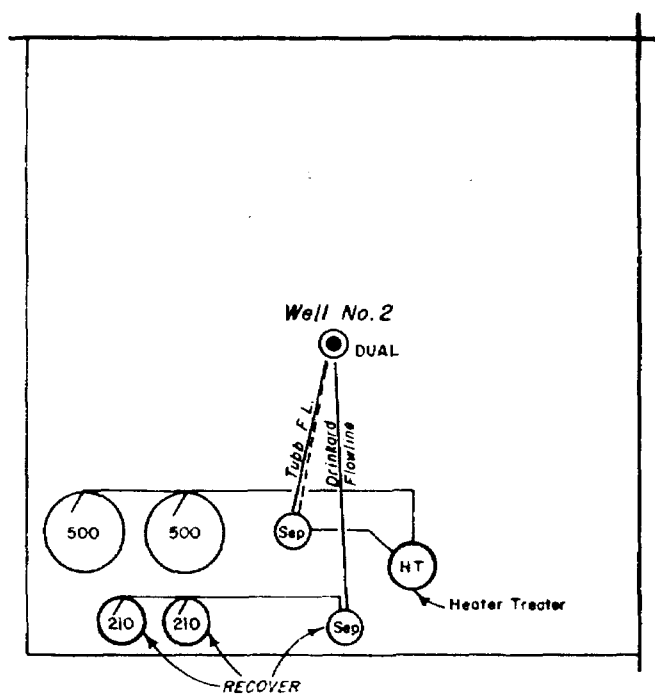
Copy 2
2247

SINCLAIR OIL & GAS COMPANY
S. J. Sarkeys "A" Lease
PROPOSED TO COMMINGLE
ALL OIL IN A COMMON BATTERY



Appl Ex 2
Case 2248

SINCLAIR OIL & GAS COMPANY
A. M. York "B" Lease
PROPOSED TO COMMINGLE
ALL OIL IN A COMMON BATTERY



[illegible]

BEFORE THE OIL CONSERVATION COMMISSION OF THE

STATE OF NEW MEXICO

IN THE MATTER OF THE APPLICATION OF
SINCLAIR OIL & GAS COMPANY FOR APPROVAL
OF THE COMINGLING INTO COMMON STORAGE
THE DISTILLATE PRODUCED FROM THE TUBB
AND BLINEBRY GAS POOLS AND THE OIL PRO-
DUCED FROM THE DRINKARD POOL ON ITS
J. R. CONE "A" AND "B" LEASES, IN
LEA COUNTY, NEW MEXICO

CASE NO. 3346

ORDER NO. _____

A P P L I C A T I O N

SINCLAIR OIL & GAS COMPANY, a Maine corporation with
an operating office in Midland, Texas, hereby files its
application herein, in triplicate, and represents:

1.

That the applicant, Sinclair Oil & Gas Company, is the
operator of its J. R. Cone "A" lease, consisting of the $W\frac{1}{2}SW\frac{1}{4}$
of Section 26, T-21-S, R-37-E, N.M.P.M., and its J. R. Cone
"B" lease, consisting of the $SE\frac{1}{4}SW\frac{1}{4}$ and $SW\frac{1}{4}SE\frac{1}{4}$ of said Section
26, in Lea County, New Mexico. Said leases are comprised of
patented lands and the leasehold interest is owned by Sinclair
Oil & Gas Company, 93.71234%; J. R. Cone, 6.25000%, and J. H.
Atwood, an unleased mineral interest, .03766% (a carried int-
erest). The leasehold interest of J. R. Cone and the unleased
mineral interest of J. H. Atwood are owned in common in both
the "A" and "B" leases. A portion of the interests leased to
Sinclair Oil & Gas Company are owned in common and as to such
interests the leases cover both tracts "A" and "B". Other
interests leased to Sinclair Oil & Gas Company are not owned
in common and are separately leased under the two tracts.

2.

That the J. R. Cone "A" lease has one completion in
the Tubb Gas Pool and one completion in the Blinebry Gas Pool,
producing a total of approximately 12 barrels per day, and two
completions in the Drinkard Oil Pool producing approximately
6 barrels of oil per day. That the J. R. Cone "B" lease has

*Jack
H. Atwood
7-5-61*

two completions in the Drinkard Oil Pool producing approximately 23 barrels of oil per day. All of such production is marginal and is expected to continue to be marginal. Applicant proposes to commingle all such production into common storage without individually measuring the production from the separate pools and separate leases. It is proposed to proportion the production to the various pools and the separate leases by periodic testing.

3.

That applicant seeks approval of the Commission, as exceptions to general Rules 303 and 309, to the commingling of the production in the manner stated.

4.

Applicant would show that the granting of this application is in the interest of prevention of waste and will not impair correlative rights.

WHEREFORE, applicant prays that this application be set for hearing before an Examiner in Santa Fe, New Mexico; that notice be given hereon and that upon such hearing the Commission grant its approval to the commingling of production from the separate pools and leases as hereinabove set forth.

HORACE N. BURTON
P. O. Box 1470
Midland, Texas

GILBERT, WHITE AND GILBERT

By *Leech*
Bishop Building
Santa Fe, New Mexico

ATTORNEYS FOR APPLICANT
SINCLAIR OIL & GAS COMPANY