

*Exhibit A*

SUPPLEMENTAL REPORT

BRUNSON POOL

JUNE 30, 1949

September 19, 1949

TO ALL BRUNSON POOL OPERATORS

Re: Supplemental Report on  
The Brunson Pool

Gentlemen:

The attached information has been collected and prepared by the Sub-Committee to supplement the reports on the Brunson Pool, Lea County, New Mexico. The initial report was submitted August 18, 1948 and a supplement on April 1, 1949. The present production and bottom hole pressure information is presented in the following tabulations, graphs and maps:

1. Tabulation of pressure-production data.
2. Graph showing the relation between cumulative oil recovery per pound pressure drop and the total bottom hole pressure drop.
3. Graph showing the relation between daily oil production rate and the average bottom hole pressure of all wells.
4. Graph showing the relation between daily oil production rate and the average of the bottom hole pressures taken in comparable wells (Wells used in one survey that were also used in the previous survey.)
5. Graph showing wells, monthly oil production, cumulative production, and bottom hole pressure plotted against time.
6. Tabulation of bottom hole pressures of individual wells by surveys.
7. Bottom hole pressure map - sixth general survey on June 1, 1949.
8. Water Map - June 1949.

Respectfully submitted,

J. C. Blackwood  
Chairman, Sub-Committee  
Brunson Pool Operators Committee

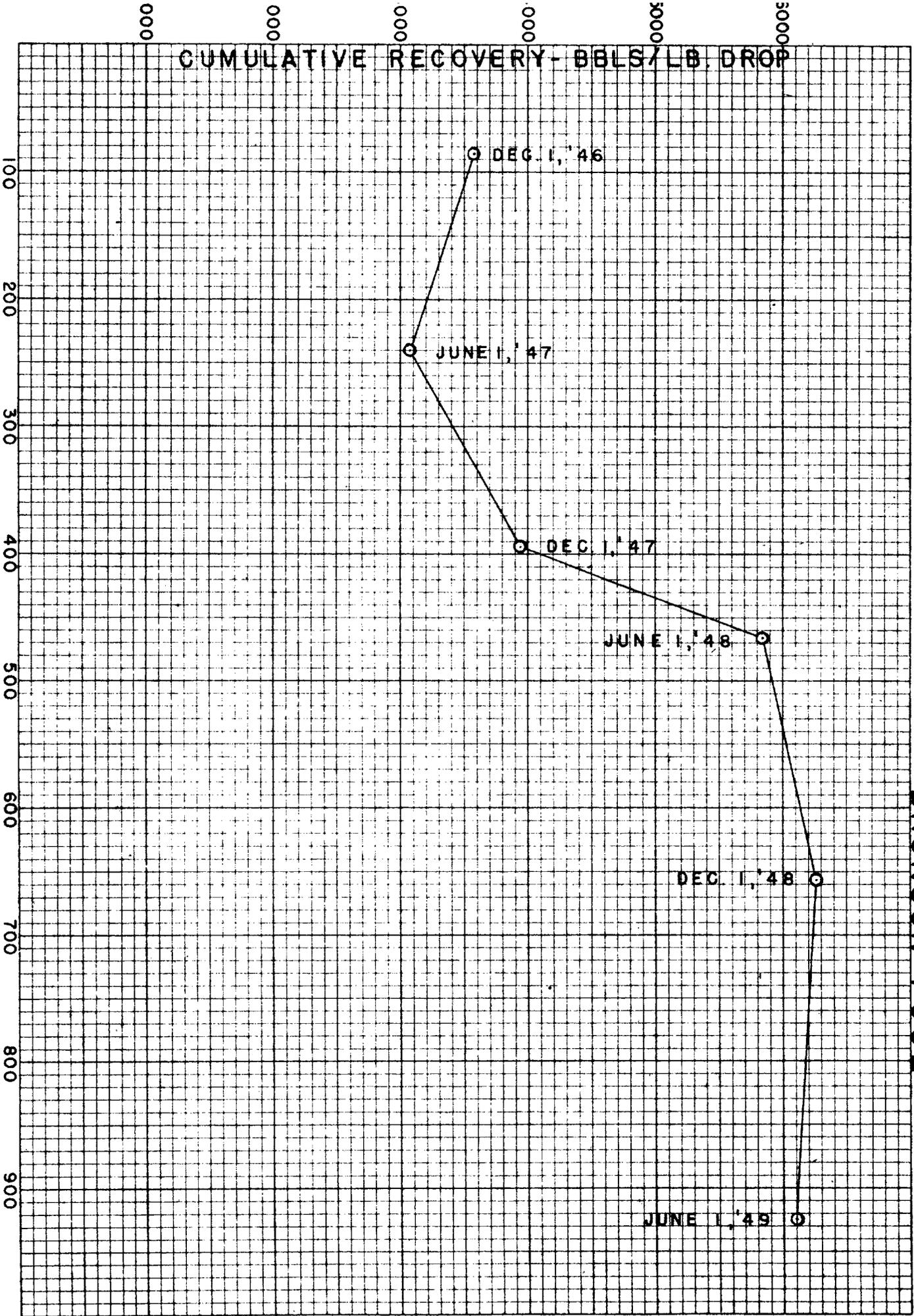
BRUNSON POOL

PRESSURE-PRODUCTION DATA

Press. Survey	Press. Wells Bored	No. Wells in Pool	Prod. Bbls. Period	Prod. Bbls. Cumulative	Press. Drop Period	Press. Drop Cumulative	Bbls/Lb. Period	Drop Cumulative
Sept. 14, 1945	1	1	0	0	0	0	0	0
Dec. 1, 1946	14	15	304,864	304,864	85	85	3,587	3,587
June 1, 1947	25	33	433,641	738,505	155	240	2,798	3,077
Dec. 1, 1947	40	45	812,426	1,550,931	154	394	5,275	3,936
June 1, 1948	51	57	1,169,745	2,720,676	72	466	16,246	5,838
Dec. 1, 1948	56	65	1,398,655	4,119,331	191	657	7,323	6,270
June 1, 1949	64	74	1,520,922	5,640,253	267	924	5,696	6,104

TOTAL BHP DROP

CUMULATIVE RECOVERY - BBLs/LB. DROP

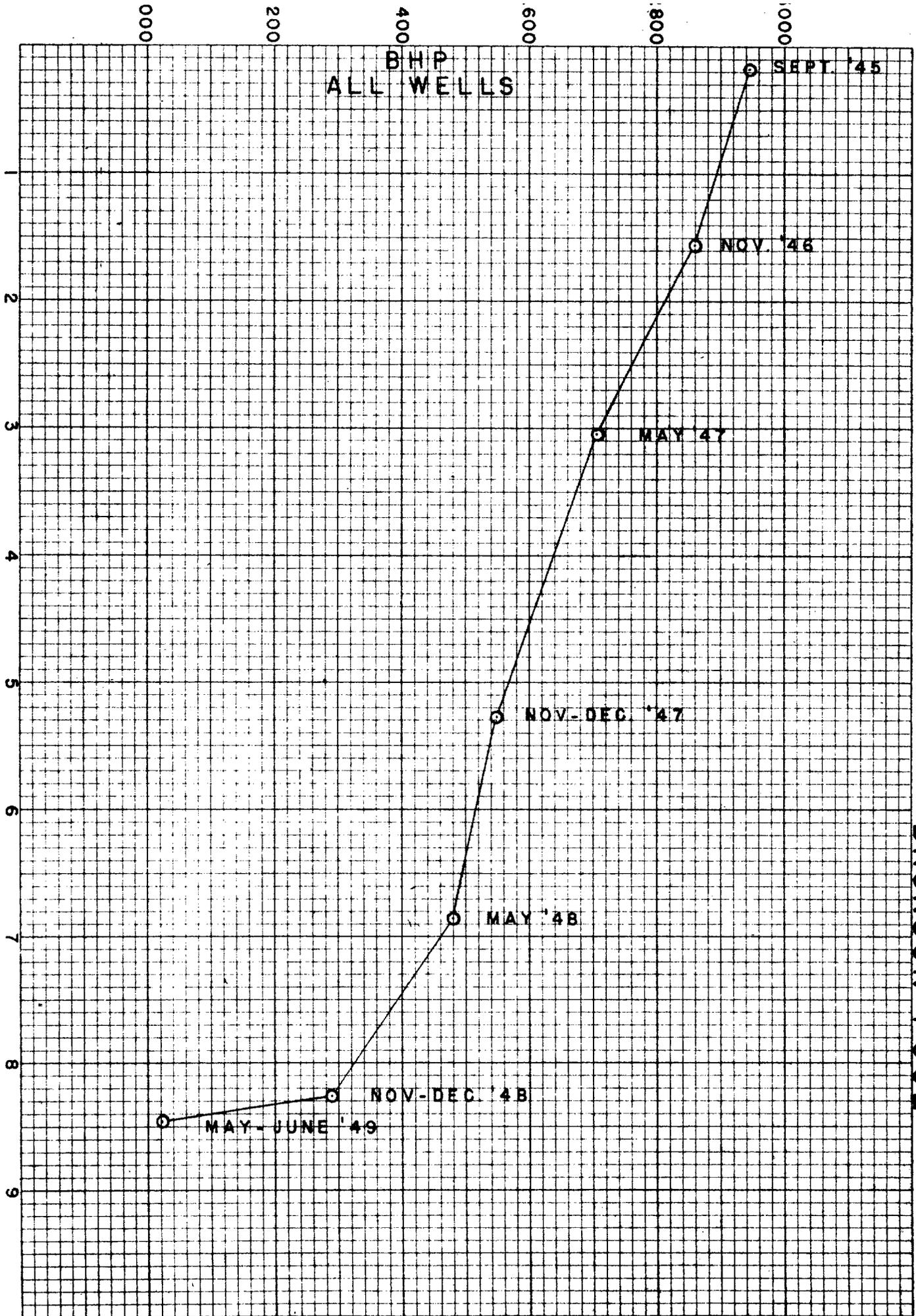


BRUNSON POOL

**BRUNSON POOL**

**BHP  
ALL WELLS**

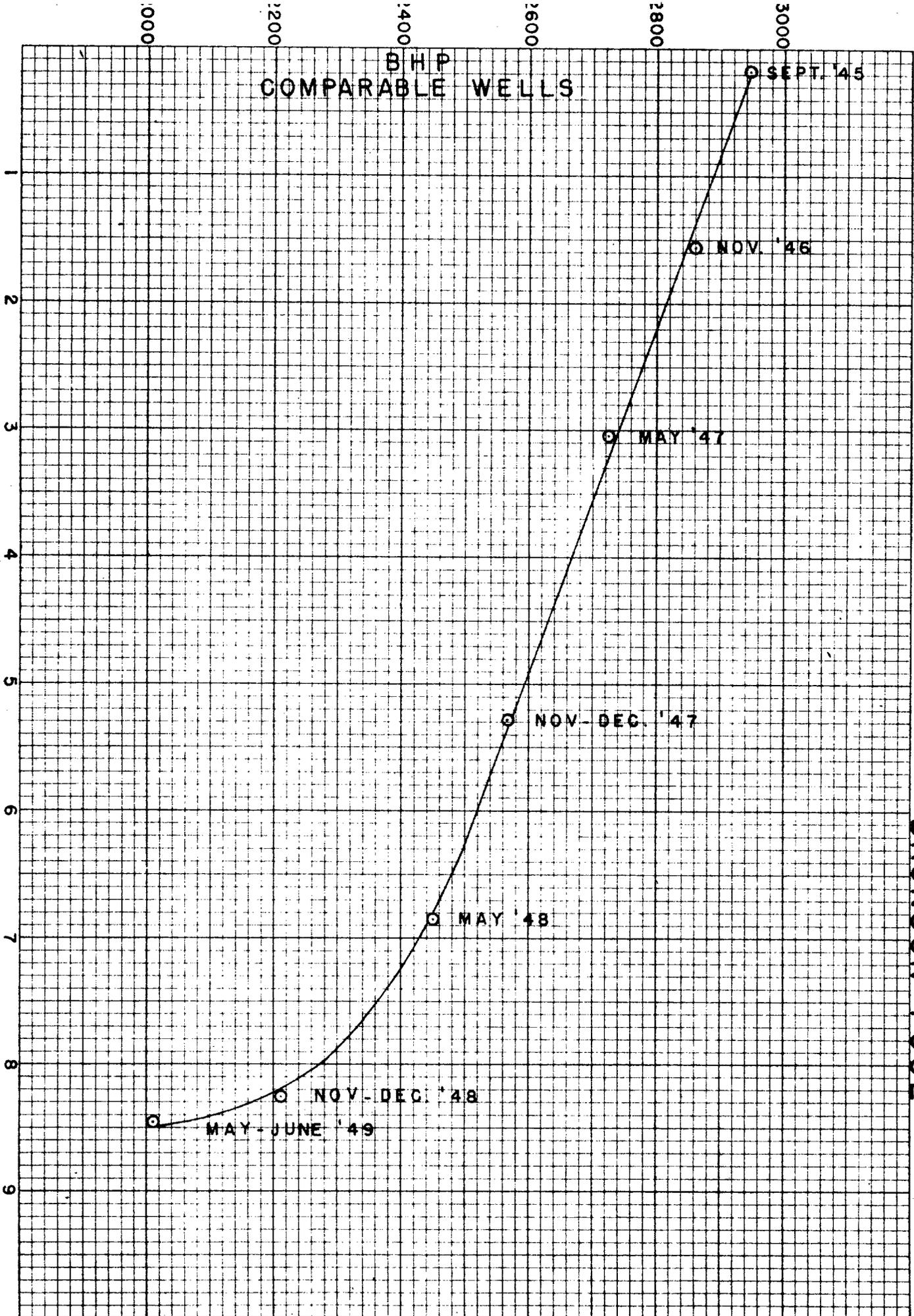
**AVERAGE DAILY PROD. RATE - THOUSAND BBLs.**



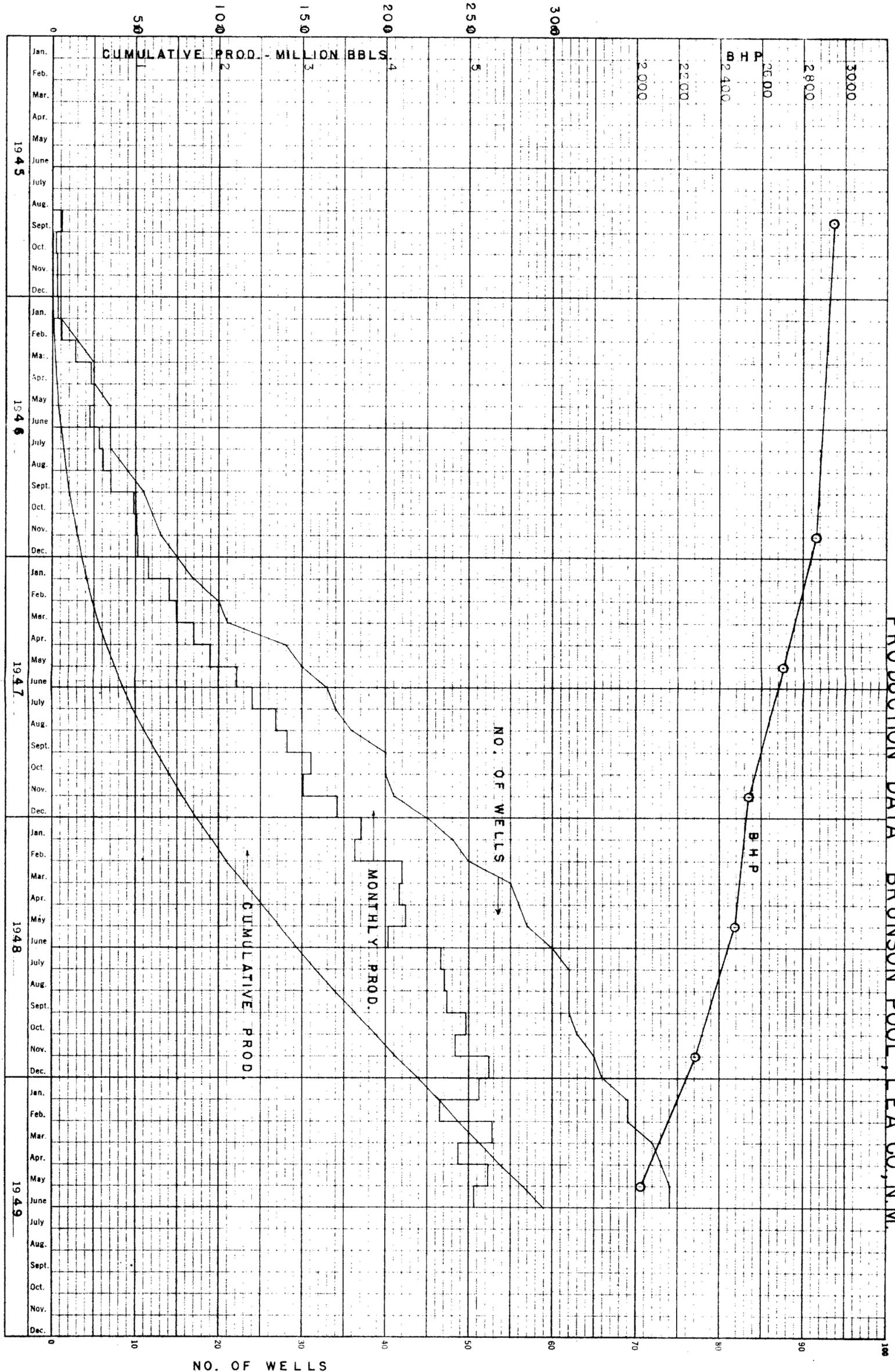
AVERAGE DAILY PROD. RATE - THOUSAND BBLs.

BHP  
COMPARABLE WELLS

BRUNSON POOL



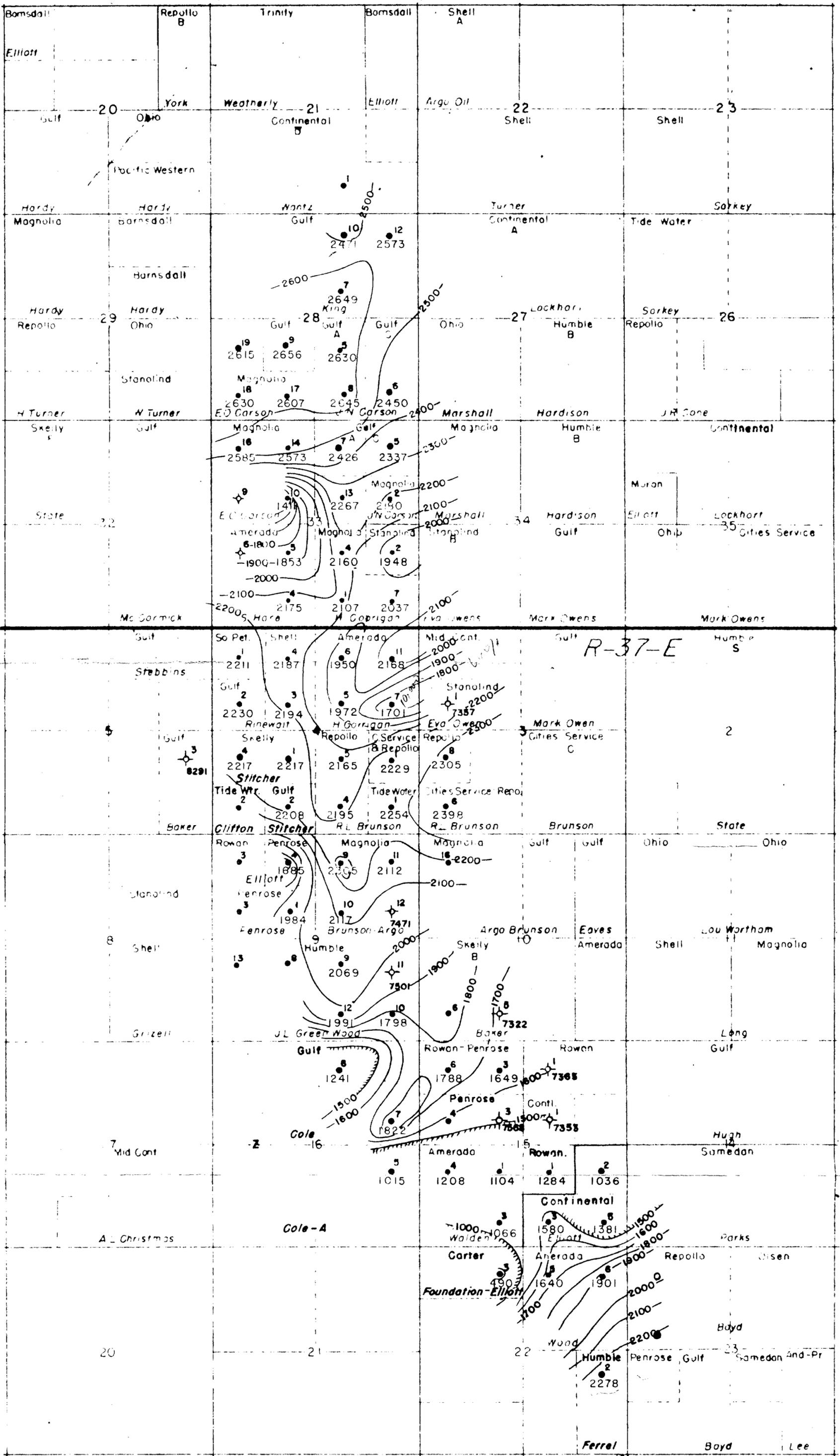
MONTHLY PROD.-THOUSAND BBLs.



BRUNSON POOL BOTTOM HOLE PRESSURES  
 DATUM -4300' SHUT IN TIME 48 HRS.

COMPANY LEASE	WELL UNIT	S.T.R.	1946	1947		1948	1948	1949
			NOV.	MAY	NOV-DEC.	MAY JUNE	NOV. DEC.	MAY JUNE
AMERADA PET. CORP.								
Corrigan H	5 G	4-22-37	2940	2752	2520	2434	2135	1972
"	6 B	"		2709	2459	2383		1950
"	7 H	"		2636	2360	2187	1848	1701
"	11 A	"				2562	2323	2168
Hare	4 N	33-21-36		2808	2671	2550		2175
"	5 K	"		2790	2409	2358	1914	1853
Walden	1 K	15-22-37		2826	2515	2174	1671	1104
"	3 N	"			2443	2159	1667	1066
"	4 L	"			2461	2235	1716	1208
Wood	5 B	22-22-37			2715	2426	2059	1640
"	6 A	"				2605	2244	1901
CARTER, A. G. FOUNDATION								
Elliott	3 C	22-22-37						490
CITIES SERVICE OIL CO.								
Brunson B	1 I	4-22-37			2733	2648	2416	2229
"	6 M	3-22-37					2577	2398
CONTINENTAL OIL CO.								
Elliott A-15	3 O	15-22-37			2747	2482	2005	1580
"	5 P	"				2392	1823	1381
Elliott B-15	2 I	"						1036
Wantz	1 O	21-21-37					3004	
GULF OIL CORPORATION								
Carson, J.N.	5 J	28-21-37				2956	2787	2630
"	7 B	33-21-37					2579	2426
"	8 O	28-21-37						2645
"	9 K	"						2656
Carson "C"	5 A	33-21-37						2337
"	6 P	28-21-37						2450
Cole "A"	5 I	16-22-37					1874	1015
"	6 B	"				2376	2059	1241
"	7 H	"				2494	2109	1822
King	7 G	28-21-37					2803	2649
"	10 B	"					2690	2471
"	12 A	"						2573
Rinewalt	2 E	4-22-37			2658	2563	2380	2230
Stitcher	2 N	"	2930	2825	2642	2558	2391	2208
HUMBLE OIL & REFINING COMPANY								
Ferrel	2 A	22-22-37						2278
Greenwood	8 K	9-22-37	2732	2625		2386	Pump	Pump
"	9 J	"		2655	2539	2308	2199	2069
"	10 P	"		2713	2545	2444	2061	1798
"	12 O	"			1831	2394	2138	1991
"	13 L	"			2518			Pump
MAGNOLIA PET. CO.								
Brunson	9 B	9-22-37	2920	2874	2720	2609	2403	2305
"	10 G	"	2797	2717	2545	2411	2255	2117
"	11 A	"	2924	2830	2720	2626	2509	2112
"	16 D	10-23-37				2735	2460	
Carson, E.O.	10 F	33-21-37				2598	2244	1411

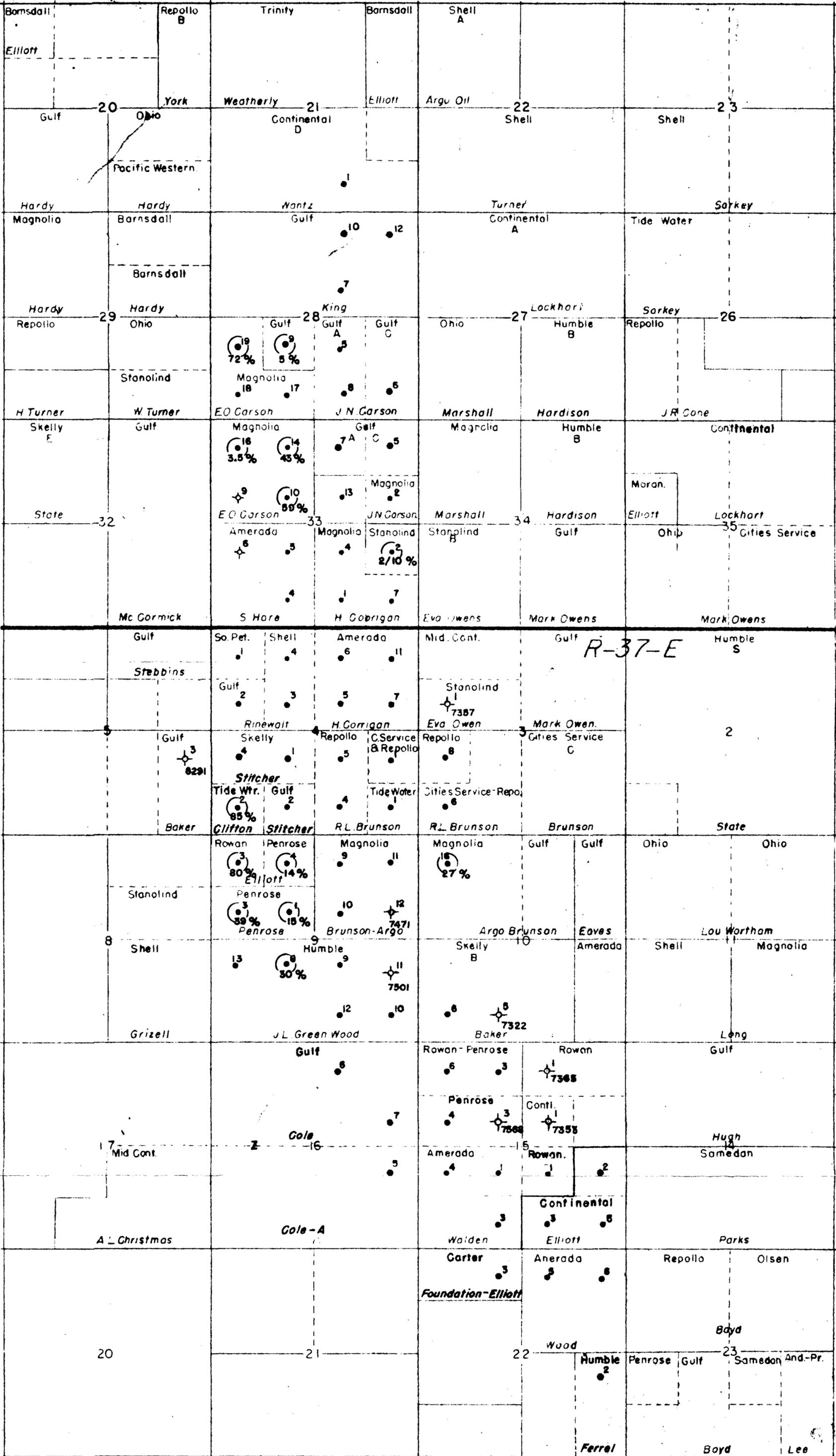
BRUNSON PRESSURES - CONT'D.			1946	1947		1948	1948	1949
COMPANY	WELL		NOV.	MAY	NOV-DEC.	MAY	NOV.	MAY
LEASE	UNIT	S. T. R.				JUNE	DEC.	JUNE
MAGNOLIA PET. CO. - CONT'D.								
Carson, E.O.	13 G	33-21-37			2749	2635	2455	2267
"	14 C	"				2906	2731	2573
"	16 D	"					2735	2585
"	17 N	"					2803	2607
"	18 M	28-21-37					2803	2630
"	19 L	"						2615
Carson, J.N.	2 H	33-21-37				2592	2351	2180
Corrigan	1 O	"		2860	2640	2520	2352	2107
"	4 J	"		2898	2691	2557	2364	2160
"	7 P	"			2667	2524	2258	2037
PENROSE, N. G.								
Elliott B-9	4 C	9-22-37	2648	2185	2071	2049	2131	1685
Penrose	1 F	"	2699	2630	2424	2249	2014	1984
"	3 E	"		2771	2540			Pump
Walden	4 E	15-22-37				2424	2086	
ROWAN OIL CO.								
Elliott B-9	3 D	9-22-37	2853		2658	2337	Pump	
Walden	3 C	15-22-37	2779		2616	2410	2087	1649
"	6 D	"			1532	2456	2092	1788
Elliott A-15	1 J	"				2335	1797	1284
SHELL OIL CO.								
Rinewalt	3 F	4-22-37		2831	2640	2482	2378	2194
"	4 C	"		2834	2655	2486	2380	2187
SINCLAIR OIL & GAS CO.								
Brunson	4 O	4-22-37	2915	2811	2655	2573	2369	2195
"	5 J	"	2940	2810	2643	2588	2346	2165
"	8 L	"					2426	2305
SKELLY OIL CO.								
Baker B	6 M	10-22-37		1394				
Stitcher	1 K	4-22-37			2676	2547	2345	2217
"	4 L	"			2691	2545	2336	2217
SOUTHERN PET. EXPL. CO.								
Rinewalt B	1 D	4-22-37			2656	2562	2361	2211
STANOLIND OIL & GAS CO.								
Corrigan	2 I	33-21-37		2883	2690	2494		1948
TIDEWATER ASSOC. OIL CO.								
Brunson	1 P	4-22-37	2941	2762	2723	2560	2443	2254
Clifton	2 M	"	2920	2818	2681	2540	2346	Pump
TOTAL PRESSURES			40045	73026	102049	126424	128132	129330
NO. WELLS RUN			14	27	40	51	56	64
AVERAGE PRESSURE			2860	2705	2551	2479	2288	2021
AVERAGE PRESSURE (COMPARABLE WELLS)				2724	2565	2451	2212	2010



Number of wells in pool. 74  
 Number of wells B.H.P. 64  
 Average Pressure 2020.8  
 Contour Interval 1500 Up 100 P.S.I.  
 0 - 1500 500 P.S.I.

Magnolia Petroleum Company  
 Petroleum Engineering Dept.  
**BRUNSON FIELD**  
 Lea County, N.M.  
 Bottom Hole Pressure Map  
 for  
 May/June 1949 Survey

Drawn by J.V.N.      Chk. by Q.E.V.



**LEGEND**

Well Producing Water

○ O.O. % Water Production

Percent of Total Fluid

Magnolia Petroleum Company  
 Petroleum Engineering Dept  
**BRUNSON FIELD**  
 Leola County, N. M.  
 Water Map  
 July 1, 1949

Drawn by J.V.N. Chk by G.E.V.

# ROWAN OIL COMPANY

FAIR BUILDING  
FORT WORTH 2, TEXAS

June 13, 1951

*file case 202*

State of New Mexico  
Oil Conservation Commission  
P. O. Box 871  
Santa Fe, New Mexico

Gentlemen:

Reference is made to Oil Conservation Commission Case No. 202 and Order No. R-4 dated 11 January, 1950, and Order No. R-30 dated 29 September, 1950, pertaining thereto.

This case was called for hearing on April 21, 1951, and was postponed at the request of the undersigned on behalf of the operators until June 21, 1951, due to lack of sufficient accurate and conclusive data.

On June 12, 1951, a meeting of the operators was held in the offices of the Gulf Oil Corporation in Fort Worth. At this meeting the accumulated engineering data was reviewed and various interpretations were submitted by Company representatives present. In addition, the possibility of the North Brunson Pool eventually connecting with the existing Brunson Pool was also discussed. In view of the latter possibility and also in view of the desires of most of the operators to devote more time and study to the Brunson Pool Reservoir, it was the majority opinion that the hearing scheduled for June 21 should be postponed until August, 1951.

It is therefore respectfully requested that the June 21, 1951, hearing on Case No. 202 be again postponed until August, 1951.

In the event the Oil Conservation Commission sees fit to postpone the June 21 hearing until the regular date in August as requested, it is understood, by virtue of Order No. R-30 now in effect, that the 90 barrel per day allowable will remain in effect until ordered otherwise by the commission.

Yours very truly,

ROWAN OIL COMPANY

By

Roy T. Hurst

OIL CONSERVATION COMMISSION  
SANTA FE, NEW MEXICO

JUN 15 1951

RTD:a1

CC: Mr. Glen Staley  
New Mexico Oil & Gas Eng. Committee  
CC: Mr. R. G. McPheron  
Gulf Oil Corporation  
Hobbs, New Mexico

CLASS OF SERVICE

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

# WESTERN UNION

1201

(28)

SYMBOLS

DL=Day Letter  
 NL=Night Letter  
 LT=Int'l Letter Telegram  
 VLT=Int'l Victory Ltr.

W. P. MARSHALL, PRESIDENT

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

LA62 DC027 FWA55F

W. BJ033 PD=BJ FTWORTH TEX 28 1022A=

1951 MAR 28 AM 9 44

R R SPURRIER=

OIL CONSERVATION COMM SANTA FE NMEX=

REFERENCE CASE NO. 202 ORDER NO. R-30 DATED SEPT. 29, 1950.

STOP. DUE TO LACK OF SUFFICIENT CONCLUSIVE DATA ON BRUNSON POOL IT IS URGENTLY REQUESTED THAT HEARING SCHEDULED FOR APRIL 24 BE POSTPONED 60 DAYS OR UNTIL JUNE HEARING=

BRUNSON POOL OPERATORS COMMITTEE BY ROY T DURST  
 ROWAN OIL CO=

202 R-30 29 1950 24 60=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

**DOMESTIC SERVICE**

Check the class of service desired; otherwise this message will be sent as a full rate telegram

ALL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

# WESTERN UNION

1206

**INTERNATIONAL SERVICE**

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

W. P. MARSHALL, PRESIDENT

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

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

JUNE 15 1951

*In reply to L.D. call letter from Glenn Staley as to whether Case 202 would be postponed*

MR GLENN STALEY  
NEW MEXICO OIL AND GAS ENGINEERING COMMITTEE  
HOBBS NEW MEXICO

ROMAN APPLICATION OF JUNE 13 ASKS CASE 202 POSTPONEMENT UNTIL  
AUGUST. IN SPURRIER'S ABSENCE GEORGE GRAHAM ADVISES THAT POST-  
PONEMENT SURE TO BE APPROVED BY COMMISSION.

OIL CONSERVATION COMMISSION

Copy: File \_\_\_\_\_  
Accounting

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

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

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeatable message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.
2. In any event the Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one percent of the amount by which such valuation shall exceed five thousand dollars.
3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.
4. Except as otherwise indicated in connection with the listing of individual places in the filed tariffs of the Company, the amount paid for the transmission of a domestic telegram or an incoming cable or radio message covers its delivery within the following limits: in cities or towns of 5,000 or more inhabitants where the Company has an office which, as shown by the filed tariffs of the Company, is not operated through the agency of a railroad company, within two miles of any open main or branch office of the Company; in cities or towns of 5,000 or more inhabitants where, as shown by the filed tariffs of the Company, the telegraph service is performed through the agency of a railroad company, within one mile of the telegraph office; in cities or towns of less than 5,000 inhabitants in which an office of the Company is located, within one-half mile of the telegraph office. Beyond the limits above specified the Company does not undertake to make delivery, but will endeavor to arrange for delivery as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee. There will be no additional charge for deliveries made by telephone within the corporate limits of any city or town in which an office of the Company is located.
5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.
6. The Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Company, (a) within sixty days after the message is filed with the Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Labrador, Mexico, Newfoundland and St. Pierre & Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934.
7. It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.
8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.
9. No employee of the Company is authorized to vary the foregoing.

1-49

## CLASSES OF SERVICE

### DOMESTIC SERVICES

#### FULL RATE TELEGRAM

A full rate expedited service.

#### DAY LETTER (DL)

A deferred service at lower than the full rate.

#### SERIAL (SER)

Messages sent in sections during the same day.

#### NIGHT LETTER (NL)

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

### INTERNATIONAL SERVICES

#### FULL RATE (FR)

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

#### LETTER TELEGRAM (LT)

Overnight plain language messages. Minimum charge for 22 words applies.

#### VICTORY LETTER TELEGRAM (V.L.T.)

Overnight plain language messages to armed forces overseas. Minimum charge for 10 words applies.

#### SHIP RADIOGRAM

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

# ROWAN OIL COMPANY

FAIR BUILDING  
FORT WORTH 2, TEXAS

April 6, 1951

Mr. R. A. Spurrier  
Oil Conservation Commission  
Box 871  
Santa Fe, New Mexico

Dear Dick:

Your letter of April 3rd has been received, and, in the same mail, the transcript of the August 24th hearing was received from Miss Nancy Royal. Your action in obtaining this transcript is greatly appreciated.

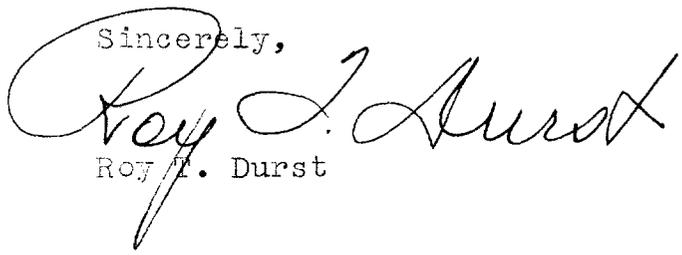
In your letter reference is made to Case 202 regarding the Brunson Pool allowable. Apparently you did not receive my wire of March 28th, a copy of which I attach.

At our meeting in Hobbs on March 27th, it was discovered that some of the bottom hole pressure information was in error, and, in addition, there was no uniformity of opinion among the operators as to conclusions from the test data accumulated thus far. In view of these facts, it was the consensus of opinion of all present at the meeting that the hearing should be postponed until June if at all possible. My wire of March 28th is self-explanatory, and we would greatly appreciate postponement of this hearing of Case 202 if at all possible.

In the event the Oil Conservation Commission sees fit to postpone the hearing from April 24th until the regular hearing date in June, it is understood, by virtue of the order in effect, that the 90 barrels per day allowable will remain in effect until ordered otherwise by the Commission.

I always look forward to a trip to Santa Fe and to a pleasant visit with you. For that reason I regret that we are not prepared for the April 24th hearing; however, I am still looking forward to seeing you in June.

Sincerely,

  
Roy I. Durst

RTD:ks  
Attachment

Check the class of service indicated; otherwise this message will be sent at the standard rate.	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

# WESTERN UNION

V. P. MARSHALL, PRESIDENT

Check the class of service indicated; otherwise this message will be sent at the standard rate.	
FULL RATE	TIME
CODE	TIME

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FEE
			ROWAN OIL COMPANY 1904 FAIR BLDG.	

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

C O P Y

3-28-51

MR. R. R. SPURRIER  
OIL CONSERVATION COMMISSION  
SANTA FE, NEW MEXICO

REFERENCE CASE NO. 202 ORDER NO. R-30 DATED SEPT. 29, 1950.

STOP. DUE TO LACK OF SUFFICIENT CONCLUSIVE DATA ON BRUNSON POOL IT IS URGENTLY REQUESTED THAT HEARING SCHEDULED FOR APRIL 24 BE POSTPONED 60 DAYS OR UNTIL JUNE HEARING.

BRUNSON POOL OPERATORS COMMITTEE

BY: ROY T. DURST  
ROWAN OIL COMPANY

COPY TO: NEW MEXICO OIL &  
GAS ENGINEERING COMMITTEE, HOBBS  
ATTENTION: GLENN STALEY

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

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

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

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

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

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

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

6. The Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Company, (a) within sixty days after the message is filed with the Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Labrador, Mexico, Newfoundland and St. Pierre & Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934.

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

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

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

1-40

## CLASSES OF SERVICE

### DOMESTIC SERVICES

#### FULL RATE TELEGRAM

A full rate expedited service.

#### DAY LETTER (DL)

A deferred service at lower than the full rate.

#### SERIAL (SER)

Messages sent in sections during the same day.

#### NIGHT LETTER (NL)

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

### INTERNATIONAL SERVICES

#### FULL RATE (FR)

The standard fast service at full rates. May be written in any language that can be expressed in Roman letters, or in cipher.

#### CODE (CDE)

A fast message service consisting of code words not exceeding 5 letters each. Minimum charge for 5 words applies.

#### DEFERRED (LC)

Plain language messages, subordinated to full rate and code messages. Minimum charge for 5 words applies.

#### NIGHT LETTER (NLT)

Overnight plain language messages. Minimum charge for 25 words applies.

OIL CONSERVATION COMMISSION

SANTA FE, NEW MEXICO

April 3, 1951

C  
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P  
Y  
Mr. Roy T. Durst  
Rowan Oil Company  
Fair Building  
Fort Worth 2 - Texas

Dear Roy:

Your Case (No. 202) on the Brunson Pool allowable is set up for hearing on April 24, 1951, as you no doubt noted from notices recently released by this office.

As you requested in your letter of March 12, I ordered a copy of that portion of the transcript of the August 24, 1950, hearing made up for you - that part which contained testimony with direct bearing on the case. You should have it by this time.

I will look forward to seeing you here later this month.

Sincerely,

R. R. Spurrier

RRS:nr



# ROWAN OIL COMPANY

FAIR BUILDING  
FORT WORTH 2, TEXAS

March 12, 1951

Mr. Dick Spurrier  
New Mexico Oil Conservation Commission  
P. O. Box 871  
Santa Fe, New Mexico

Dear Dick:

If my records serve me correctly, the time is approaching for the hearing on Case No. 202, "In the Matter of the Application of the Rowan Oil Company for an Order Reducing the Allowable of the Brunson Pool, Lea County, New Mexico".

In an effort to obtain answers to questions that may be thrown at the witnesses by the Honorable Oil Conservation Commission, it would be greatly appreciated if you could and would use your influence in obtaining a copy of the transcript of the hearing held last August 24th on the same case.

I realize that it is rather late to be requesting a transcript of a hearing held some five months ago; however, if the transcript is available, I would like very much to receive a copy and will reimburse the proper person for the correct fee, whatever it may be.

Mr. Rowan joins me in extending our kindest personal regards.

Yours very truly,

ROWAN OIL COMPANY

  
Roy T. Durst

RTD:ks