



UNITED STATES
DEPARTMENT OF THE INTERIOR
MAIN OFFICE 00 GEOLOGICAL SURVEY

1954 SEP 7 AM 8 P. O. Box 6721
Roswell, New Mexico

September 3, 1954

Southern Production Company, Inc.
Fort Worth National Bank Building
Fort Worth, Texas

Gentlemen:

By letter of February 19, 1954, you advised this office that it was not the intention of the working interest owners under the Cloudcroft well agreement, New Mexico, No. 14-08-001-339, to drill any additional wells in the unit area and that you would submit a formal request of dissolution of the unit agreement.

It is requested that you file the formal request as soon as possible so that the agreement may be terminated without prejudice instead of being terminated for failure to comply with the provisions thereof.

Very truly yours,

John A. Anderson
JOHN A. ANDERSON
Regional Oil and Gas Supervisor

Copy to: Cons. Div., Wash., D.C.
Cons. Comm. Santa Fe ✓

BEST AVAILABLE COPY

OIL CONSERVATION COMMISSION
P. O. BOX 871
SANTA FE, NEW MEXICO

TRIPPLD
Case 382

November 10, 1952

C
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P
Y

Southern Production Company, Inc.
Fort Worth National Bank Building
Fort Worth, Texas

Attention: Mr. E. D. Coady

Gentlemen:

Oil Conservation Commission Order No. R-178,
Case No. 382, Cloudcroft Unit Agreement, Otero County,
New Mexico, executed Counterpart was received in
the Santa Fe office of the New Mexico Oil Conservation
Commission on November 10, 1952.

Very truly yours,

R. R. Spurrier
Secretary - Director

lh

SOUTHERN PRODUCTION COMPANY, INC.

FORT WORTH NATIONAL BANK BUILDING
FORT WORTH, TEXAS

November 7, 1952

Re: Cloudcroft Unit Agreement
Otero County, New Mexico

The Oil Conservation Commission,
The State of New Mexico
Santa Fe, New Mexico

Gentlemen:

In accordance with your Order No. R-178, Case No. 382, we hand you executed Counterpart of the Cloudcroft Unit Agreement, which has now been approved by the Acting Director, United States Geological Survey, Washington, D.C. This Agreement was approved October 28, 1952.

Please acknowledge receipt.

Yours very truly,

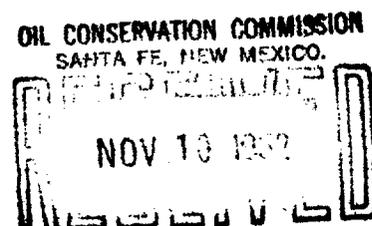
SOUTHERN PRODUCTION COMPANY, INC.

E. D. Coady
E.D. Coady

EDC
RLL:ln
Enc.

REGISTERED MAIL -
RETURN RECEIPT REQUESTED

*Acknowledged - 11-10-52
and mailed -
Hayward*



WESTERN UNION

1206

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

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

W. P. MARSHALL, PRESIDENT

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

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

SANTA FE, N. M. JULY 25, 1952

GEORGE H. HUNKER, JR.
HERVEY, DOW & HINKLE
ROSWELL, NEW MEXICO

CLOUDCROFT UNIT ORDER R-178 SIGNED EFFECTIVE JULY 24.

OIL CONSERVATION COMMISSION

BEST AVAILABLE COPY

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 unreported message rate is charged in addition. Unless otherwise indicated on its face, this is an unreported 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 unreported-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 reported-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 reported-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.

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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.

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OIL CONSERVATION COMMISSION
P. O. BOX 871
SANTA FE, NEW MEXICO

July 25, 1952

C
O
P
Y

Mr. George H. Hunker, Jr.
Hervey, Dow and Hinkle
Roswell, New Mexico

Dear Mr. Hunker:

Please find enclosed signed copy of order R-178
in Case 382, effective July 24, 1952.

Very truly yours,



For R. R. Spurrier

LAW OFFICES
HERVEY, DOW & HINKLE
ROSWELL, NEW MEXICO

J. M. HERVEY
HIRAM M. DOW
CLARENCE E. HINKLE
W. E. BONDURANT, JR.
GEORGE H. HUNKER, JR.

ROSS MADOLE
WILLIAM C. SCHAUER

Case 382

July 15 hearing



Mr. R. R. Spurrier
Executive Secretary
New Mexico Oil Conservation Commission
Capitol Building
Santa Fe, New Mexico

Re: Cloudcroft Unit Area
Otero County, New Mexico

Dear Mr. Spurrier:

We hand you herewith in triplicate the application of the Southern Production Company, Inc., for approval of the Cloudcroft Unit Agreement, embracing lands in Otero County, together with three copies of the proposed Unit Agreement.

The Southern Production Company, Inc., is anxious to have a hearing before the Commission for the purpose of approving this Unit as quickly as possible, and we would appreciate your arranging for such hearing at a time as soon as you can conveniently do so. The Company would like to drill the Unit this summer, and if it is possible would like a special hearing before the regular July 15 hearing.

Please advise us promptly of the date set for the hearing so that we may arrange for the same accordingly.

Yours sincerely,

HERVEY, DOW & HINKLE

By *Clarence E. Hinkle*
George H. Hunker, Jr.

CEH:H: jh
Enclosures.