

CLASS OF SERVICE

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

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1201

SYMBOLS

DL=Day Letter

NL=Night Letter

LT=Int'l Letter Telegram

VLT=Int'l Victory Ltr.

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

LA69 KB317

1953 MAY 20 PM 4 44

K.BRA231 NL PD=BARTESVILLE OKLA 20=

NEW MEXICO OIL CONSERVATION COMMISSION=

SANTA FE NMEX=

APPLICATIONS FOR HEARING BEFORE COMMISSION TO DUALY
COMPLETE OUR FORT WELL NO 1 AND DENTON WELLS 12 & 13
IN DENTON FIELD LEA COUNTY BEING FORWARDED YOUR OFFICE. WE
PROPOSE DUALY COMPLETING IN THE DEVONIAN AND WOLFCAMP
PAYS BOTH OIL PRODUCING FORMATIONS. URGENT THAT THESE
APPLICATIONS BE SCHEDULED FOR JUNE DOCKET=.

PHILLIPS PETROLEUM CO L E FITZJARRALD=

WE 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	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

WESTERN UNION

1206-10-61

W. P. MARSHALL, PRESIDENT

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

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

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

Santa Fe, New Mexico
July 31, 1953

O. P. NICOLA
PHILLIPS PETROLEUM COMPANY
BARTLESVILLE, OKLAHOMA

APPLICATION FOR OIL-OIL DUALS CASES 556 THROUGH 559 DENIED BY
COMMISSION.

W. B. MACEY
OIL CONSERVATION COMMISSION

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

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

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

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

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

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

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

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

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

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

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

5-52

CLASSES OF SERVICE

DOMESTIC SERVICES

FULL RATE TELEGRAM

A full rate expedited service.

DAY LETTER (DL)

A deferred service at lower than the full rate

NIGHT LETTER (NL)

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

INTERNATIONAL SERVICES

FULL RATE (FR)

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

LETTER TELEGRAM (LT)

Overnight plain language messages. Minimum charge for 22 words applies

SHIP RADIOGRAM

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

LJF

SINCLAIR OIL & GAS COMPANY

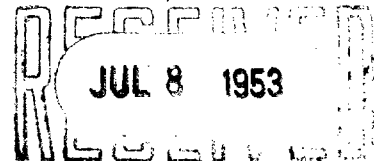
SINCLAIR BUILDING

TULSA, OKLAHOMA

July 6, 1953

H. B. SMITH
PRESIDENT

OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO.



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

556

Dear Mr. Spurrier:

Reference is made to the application of Phillips Petroleum Company set for hearing July 16th for permission to effect oil-oil dual completions between the Devonian and Wolfcamp formations in wells in the Denton Field, Lea County, New Mexico.

Sinclair Oil & Gas Company, being the owner of developed and undeveloped leases in the Denton Field, concurs in the application of Phillips Petroleum Company and would appreciate the New Mexico Oil Conservation Commission issuing an order permitting oil-oil dual completions in Devonian and Wolfcamp formations in the Denton Field.

Yours very truly,

A handwritten signature in cursive script, appearing to read "H. B. Smith".

LJF/as

cc-Phillips Petroleum Company
Attn. - Mr. L. E. Fitzjarrald
Bartlesville, Oklahoma.

File Dual case out 556 *UAM*

PHILLIPS PETROLEUM COMPANY

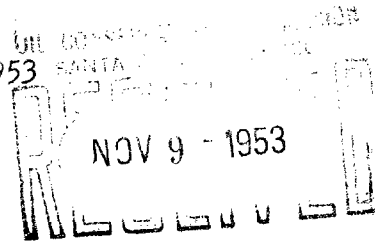
LEGAL DEPARTMENT

RAYBURN L. FOSTER
VICE PRESIDENT
AND GENERAL COUNSEL

HARRY D. TURNER
GENERAL ATTORNEY

AMARILLO, TEXAS

November 5, 1953



AMARILLO DIVISION

E. H. FOSTER
CHIEF ATTORNEY
R. S. SUTTON
CLIFFORD J. ROBERTS
C. REX BOYD
JACK RITCHIE
THOMAS M. BLUME
JOE V. PEACOCK
WILLIAM M. COTTON
STAFF ATTORNEYS

Mr. W. B. Lacey
Chief Engineer, Oil Conservation Commission
P. O. Box 871
Santa Fe, New Mexico

Dear Bill:

It may be of interest to you to know that, on November 3, 1953, the Texas Railroad Commission ordered semiannual packer leakage tests to be made on all wells completed dually in the Toler Fields, Fisher County, Texas, in the Swastika Sand and the Canyon Sand. The order gave blanket approval to dual completions between the two zones, after filing with the Commission a diagram of the proposed method of completion and electric, gamma ray, or other log showing the zones and perforations and a packer setting affidavit. The semiannual tests are to be made in May and November.

I am just passing this information along to you for what it may be worth.

Sincerely yours,

E. H. Foster
E. H. Foster

EHF:fe

cc: Mr. R. R. Spurrier

THOMAS P. FOY
SILVER CITY
BAYARD

VINCENT M. VESELY
BOX 190
SILVER CITY

FOY AND VESELY
ATTORNEYS-AT-LAW
SILVER CITY, NEW MEXICO

August 4, 1953

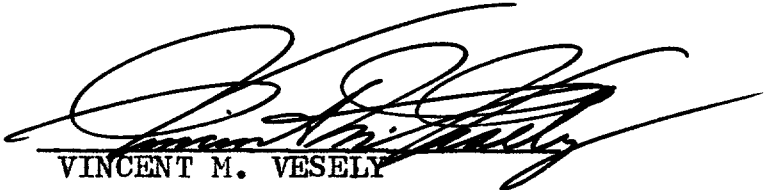
Mr. George A. Graham
Oil Conservation Commission
Santa Fe, New Mexico

Re: Phillips Fort and Fonzo Wells
34-14-37

Dear George:

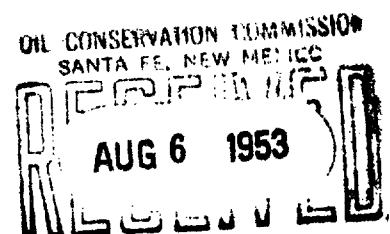
Last month you advised me that the Phillips Petroleum Company had requested permission with the Oil Conservation Commission to secure dual production from a single well on the Fort and Fonzo leases in Lea County, New Mexico, and that you expected it would be some weeks before they Commission reached a decision in this matter. In as much as Mrs. Vesely owns a Royalty Interest under these leases, it would be appreciated if you would kindly advise us as soon as possible of your decision.

Yours very truly,



VINCENT M. VESELY

VMV/vb



OIL CONSERVATION COMMISSION

P. O. BOX 871

SANTA FE, NEW MEXICO

August 11, 1953

Mr. Vincent M. Vesely
Box 190
SILVER CITY, NEW MEXICO

Dear Sir:

The Oil Conservation Commission has not yet issued orders in the dual completion cases you mention in your letter of August 4. These cases were heard on July 16, and orders probably will be issued in the near future. I will make a note to send you copies of these orders as soon as they are released, or write and advise you of the decision as announced.

Sincerely,

nr

George A. Graham

ILLEGIBLE

New Mexico
OIL CONSERVATION COMMISSION



P. O. BOX 871
SANTA FE, NEW MEXICO

RECEIVED

SEP 10 1953

AMARILLO 26A DEPT.

GOVERNOR EDWIN L. MECHEM
CHAIRMAN
LAND COMMISSIONER E.S. WALKER
MEMBER
STATE GEOLOGIST R.R. SPURRIER
SECRETARY AND DIRECTOR

September 8, 1953

Mr. E. H. Foster
Chief Attorney
Phillips Petroleum Company
AMARILLO, TEXAS

Dear Judge Foster:

We enclose two signed copies each of orders issued in Cases 556, 557, 558 and 559 in which your company presented testimony at the July 16 hearing.

Inasmuch as these orders are dated August 28, 1953 and you are not receiving them until this time, you may have until September 18 to file any request for rehearing which you may contemplate.

Sincerely,

W B. Macey
W. B. Macey
Chief Engineer

WBM:nr

VIA AIR MAIL

Case 556

OIL CONSERVATION COMMISSION

P. O. BOX 871

SANTA FE, NEW MEXICO

December 10, 1953

Mr. E. H. Foster
Legal Department
Phillips Petroleum Company
Amarillo, Texas

Dear Judge Foster:

We enclose copies of Order R-350-B in Case 556, and Order R-351-B in Case 557, these having been signed today in a meeting of the Commission.

You will notice that they have been signed by Mr. Spurrier and Land Commissioner Walker, who were present at the meeting. Rather than delay your receiving the orders, we are sending them on to you signed by the quorum only, as the third member of the Commission, Governor Nechem, is out of the state for a few days.

Very truly yours,

W. B. Macey,
Chief Engineer

WBH:mr

Encl.

C
O
P
Y