

IN THE DISTRICT COURT OF HIDALGO COUNTY  
STATE OF NEW MEXICO

OIL CONSERVATION COMMISSION  
OF NEW MEXICO,

Plaintiff,

vs.

NORTHWESTERN NATIONAL INSURANCE  
COMPANY OF MILWAUKEE, WISCONSIN,

Defendant.

No. 3130

COMPLAINT

Plaintiff, for its claim for relief, states:

*adm*  
1. That the Oil Conservation Commission of New Mexico is a duly organized agency of the State of New Mexico, and that the defendant is a corporation duly incorporated under the laws of the State of Wisconsin and licensed to do business in the State of New Mexico.

*Particulars  
denied*  
2. That on December 16, 1969, Norman R. Jones, an individual, as principal, and defendant, Northwestern National Insurance Company of Milwaukee, Wisconsin, as surety, became bound, jointly and severally, on a \$10,000 blanket bond to the State of New Mexico for the use and benefit of, inter alia, the plaintiff, Oil Conservation Commission of New Mexico; a copy of said bond is attached hereto as Exhibit "A" and incorporated herein by reference.

*denied*  
3. That the principal and surety on said bond were bound to remain liable thereon, jointly and severally, in the amount of \$10,000 until such time as all wells

theretofore owned and/or drilled and thereafter drilled,  
acquired and/or operated by the principal in the State of  
New Mexico, shall have been plugged in accordance with the  
rules, regulations, and orders of the plaintiff.

*no info denied* 4. That the principal on said bond drilled or caused to  
be drilled on or about December 12, 1969, a well to prospect  
for and produce oil or gas in Hidalgo County, New Mexico.

*no info denied* 5. That said well has been abandoned.

*denied* 6. That plaintiff has by Orders Nos. R-4104 and R-4104-A  
prescribed a plugging program for the above-described well in  
accordance with its rules and regulations; copies of said  
orders are attached hereto as Exhibits "B" and "C" and  
incorporated herein by reference.

*admitted* 7. That on or about March 23, 1971, plaintiff made  
demand on defendant to plug the well in accordance with said  
orders, as shown on copy of letter attached hereto as Exhibit  
"D" and incorporated herein by reference.

*admitted* 8. That on or about February 8, 1972, plaintiff  
renewed its demand on defendant to plug the well in accor-  
dance with said orders or to pay to the State of New Mexico  
for the benefit of plaintiff the sum of \$10,000, as shown  
on copy of letter attached hereto as Exhibit "E" and  
incorporated herein by reference.

*no info denied* 9. That the above-described well has not been plugged  
in accordance with said orders, nor has the sum of \$10,000  
been paid to the State of New Mexico.

*denied* 10. That defendant, though said demand to do so has been  
made, has neglected, failed, and refused to plug the well

in accordance with said order and the time for its performance has passed.

*admitted* 11. That defendant, though said demand to do so has been made, has neglected, failed, and refused to pay to the State of New Mexico the sum of \$10,000 and the time for performance has passed.

*denied* 12. That, inasmuch as specific compliance with the prescribed plugging program is necessary to prevent the waste of crude petroleum oil, or natural gas, protect against contamination of fresh water supplies, and to otherwise preserve the natural resources of this state, damages are an inadequate remedy.

*denied* 13. That irreparable harm, damage, and injury will occur to the State of New Mexico and to the crude petroleum oil, or natural gas, or fresh water supplies, or other natural resources of New Mexico, if the defendant is not ordered to plug the well.

WHEREFORE, plaintiff prays:

1. That a mandatory injunction issue ordering the defendant to plug said well in accordance with the plugging program prescribed by the plaintiff's order.

2. That plaintiff receive judgment against the defendant in the sum of \$10,000, with interest from March 23, 1971.

3. That the plaintiff receive such other additional relief as may seem just and equitable to the court.

DAVID L. NORVELL, Attorney General  
of the State of New Mexico

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GEORGE M. HATCH  
Special Assistant Attorney General  
representing the Oil Conservation  
Commission of New Mexico  
P. O. Box 2088, Santa Fe, New Mexico

IN THE DISTRICT COURT OF HIDALGO COUNTY  
STATE OF NEW MEXICO

OIL CONSERVATION COMMISSION  
OF NEW MEXICO,

Plaintiff,

vs.

NORTHWESTERN NATIONAL INSURANCE  
COMPANY OF MILWAUKEE, WISCONSIN,

Defendant.

No. 3130

COMPLAINT

Plaintiff, for its claim for relief, states:

1. That the Oil Conservation Commission of New Mexico is a duly organized agency of the State of New Mexico, and that the defendant is a corporation duly incorporated under the laws of the State of Wisconsin and licensed to do business in the State of New Mexico.

2. That on December 16, 1969, Norman R. Jones, an individual, as principal, and defendant, Northwestern National Insurance Company of Milwaukee, Wisconsin, as surety, became bound, jointly and severally, on a \$10,000 blanket bond to the State of New Mexico for the use and benefit of, inter alia, the plaintiff, Oil Conservation Commission of New Mexico; a copy of said bond is attached hereto as Exhibit "A" and incorporated herein by reference.

3. That the principal and surety on said bond were bound to remain liable thereon, jointly and severally, in the amount of \$10,000 until such time as all wells

theretofore owned and/or drilled and thereafter drilled, acquired and/or operated by the principal in the State of New Mexico, shall have been plugged in accordance with the rules, regulations, and orders of the plaintiff.

4. That the principal on said bond drilled or caused to be drilled on or about December 12, 1969, a well to prospect for and produce oil or gas in Hidalgo County, New Mexico.

5. That said well has been abandoned.

6. That plaintiff has by Orders Nos. R-4104 and R-4104-A prescribed a plugging program for the above-described well in accordance with its rules and regulations; copies of said orders are attached hereto as Exhibits "B" and "C" and incorporated herein by reference.

7. That on or about March 23, 1971, plaintiff made demand on defendant to plug the well in accordance with said orders, as shown on copy of letter attached hereto as Exhibit "D" and incorporated herein by reference.

8. That on or about February 8, 1972, plaintiff renewed its demand on defendant to plug the well in accordance with said orders or to pay to the State of New Mexico for the benefit of plaintiff the sum of \$10,000, as shown on copy of letter attached hereto as Exhibit "E" and incorporated herein by reference.

9. That the above-described well has not been plugged in accordance with said orders, nor has the sum of \$10,000 been paid to the State of New Mexico.

10. That defendant, though said demand to do so has been made, has neglected, failed, and refused to plug the well

in accordance with said order and the time for its performance has passed.

11. That defendant, though said demand to do so has been made, has neglected, failed, and refused to pay to the State of New Mexico the sum of \$10,000 and the time for performance has passed.

12. That, inasmuch as specific compliance with the prescribed plugging program is necessary to prevent the waste of crude petroleum oil, or natural gas, protect against contamination of fresh water supplies, and to otherwise preserve the natural resources of this state, damages are an inadequate remedy.

13. That irreparable harm, damage, and injury will occur to the State of New Mexico and to the crude petroleum oil, or natural gas, or fresh water supplies, or other natural resources of New Mexico, if the defendant is not ordered to plug the well.

WHEREFORE, plaintiff prays:

1. That a mandatory injunction issue ordering the defendant to plug said well in accordance with the plugging program prescribed by the plaintiff's order.

2. That plaintiff receive judgment against the defendant in the sum of \$10,000, with interest from March 23, 1971.

3. That the plaintiff receive such other additional relief as may seem just and equitable to the court.

DAVID L. NORVELL, Attorney General  
of the State of New Mexico

*S/ 3-21-72*  
\_\_\_\_\_  
GEORGE M. HATCH  
Special Assistant Attorney General  
representing the Oil Conservation  
Commission of New Mexico  
P. O. Box 2088, Santa Fe, New Mexico

STATE OF NEW MEXICO  
\$10,000.00 BLANKET PLUGGING AND INDEMNITY BOND

BOND NO. S-661423  
(For Use of Surety Company)

(Note: File with Oil Conservation Commission, Santa Fe, New Mexico.)

KNOW ALL MEN BY THESE PRESENTS:

That Norman R. Jones, (an individual) (~~corporation~~)  
(~~incorporated under the laws of the State of New Mexico~~), with its principal  
office in the city of Kansas City, State of Missouri, and  
authorized to do business in the State of New Mexico), as PRINCIPAL, and Northern National  
Insurance Company of Milwaukee, Wisconsin corporation organized and existing under the laws  
of the State of Wisconsin, and authorized to do business in the State  
of New Mexico with duly appointed resident agent licensed in the State of New Mexico to  
execute this bond on behalf of the surety company, as SURETY, are held firmly bound unto  
the State of New Mexico, for the use and benefit of the Oil Conservation Commission of  
New Mexico pursuant to Section 65-3-11, New Mexico Statutes Annotated, 1953 Compilation,  
as amended, and for the use and benefit of purchasers holding purchase contract or deed  
to State lands, with minerals reserved, their grantees or successors in interest, pur-  
suant to Section 7-11-20, New Mexico Statutes Annotated, 1953 Compilation, as amended, in  
the sum of Ten Thousand (\$10,000.00) Dollars lawful money of the United States, for the  
payment of which, well and truly to be made, said PRINCIPAL and SURETY hereby bind them-  
selves, their successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that:

WHEREAS, The above principal has heretofore or may hereafter enter into oil and gas leases, or carbon dioxide (CO<sub>2</sub>) gas leases, or helium gas leases with the State of New Mexico; and

WHEREAS, Said leases were entered into by the said principal, subject to the requirements of the provisions of Section 7-11-20, New Mexico Statutes Annotated, 1953 Compilation, as amended; and

WHEREAS, All or part of the lands embraced in said leases have been sold, with minerals reserved to the State of New Mexico, to various purchasers who hold limited patents from the State of New Mexico or State purchase contracts; and

WHEREAS, The above principal, individually, or in association with one or more other parties, has commenced or may commence the drilling of wells to prospect for and produce oil or gas, or carbon dioxide (CO<sub>2</sub>) gas or helium gas, or does own or may acquire, own or operate such wells, or such wells started by others on land embraced in said State oil and gas leases, or carbon dioxide (CO<sub>2</sub>) gas leases, or helium gas leases, and on lands patented by the United States of America to private individuals, and on lands otherwise owned by private individuals, the identification and location of said wells being expressly waived by both principal and surety hereto.

NOW, THEREFORE, If the above bounden principal and surety or either of them or their successors or assigns, or any of them, shall plug all of said wells when dry or when abandoned in accordance with the rules, regulations, and orders of the Oil Conservation Commission of New Mexico in such way as to confine the oil, gas, and water in the strata in which they are found, and to prevent them from escaping into other strata;

AND FURTHER, If the above bounden principal and surety or either of them or their successors or assigns, or any of them, upon demand shall make good and sufficient recompense, satisfaction or payment unto the holders of State purchase contracts or holders of patents for State lands, with minerals reserved to the State, their heirs, executors, administrators, successors and assigns, for all damages to the livestock, range, water, crops, or tangible improvements on such lands as may be suffered by such purchasers or their successors in interest, by reason of such development, use or occupancy of such lands by such lessee or principal, or for such damages as a court of competent jurisdiction may determine and fix in any action brought on this bond;

THEN, THEREFORE, This obligation shall be null and void; otherwise and in default of complete compliance with any and all of said obligations, the same shall remain in full force and effect.

PROVIDED, HOWEVER, That thirty (30) days after receipt by the Oil Conservation Commission of New Mexico of written notice of cancellation from the surety, the obligation of the surety hereunder shall terminate as to property or wells acquired, drilled, or started after said thirty (30) day period but shall continue in effect, notwithstanding said notice, as to property or wells theretofore acquired, drilled, or started.

Signed and sealed this 4th day of December, 1960

Exhibit "A" 5

Norman R. Jones

PRINCIPAL

By Norman R. Jones  
Signature Title

(Note: Principal, if corporation, affix corporate seal here.)

(Note: If corporate surety executes this bond by an attorney-in-fact not in New Mexico, the resident New Mexico agent shall countersign here below.)

Countersigned by:

X W. M. [Signature]  
New Mexico Resident Agent

NORTHWESTERN NATIONAL INSURANCE COMPANY  
OF MILWAUKEE WISCONSIN

SURETY

By Patricia A. Mortag  
Attorney-in-Fact

(Note: Corporate surety affix corporate seal here.)

503 Simms Bldg., 203 4th St., Albuquerque, N. M.  
Address

\*\*\*\*\* Acknowledgment Form for Natural Persons \*\*\*\*\*

STATE OF MISSOURI )  
COUNTY OF JACKSON ) ss.

On this 4th day of December, 1969, before me personally appeared Norman R. Jones, to me known to be the person (persons) described in and who executed the foregoing instrument and acknowledged that he (they) executed the same as his (their) free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

My Commission expires 8-11-73

Sarah Katherine Jackson  
Notary Public

\*\*\*\*\* Acknowledgment Form for Corporation \*\*\*\*\*

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ of \_\_\_\_\_ and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

My Commission expires \_\_\_\_\_

Notary Public

\*\*\*\*\* Acknowledgment Form for Corporate Surety \*\*\*\*\*

STATE OF Wisconsin )  
COUNTY OF Milwaukee ) ss.

On this 4th day of December, 1969, before me appeared Patricia A. Mortag to me personally known, who, being by me duly sworn, did say that he is Attorney-in-Fact of Northwestern National Insurance Company of Milwaukee, Wisconsin and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

My Commission expires 1/14/73

Notary Public

(Note: Corporate surety attach power of attorney.)

APPROVED BY:

[Signature]  
Commissioner of Public Lands

APPROVED BY:

OIL CONSERVATION COMMISSION OF NEW MEXICO

By A. G. Carter





NORTHWESTERN NATIONAL INSURANCE COMPANY  
OF MILWAUKEE, WISCONSIN

A STOCK COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN, a Wisconsin corporation, does hereby make, constitute and appoint

- - - - - Patricia A. Mortag, of Milwaukee, Wisconsin - - - - -

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

- - - - - Any and all bonds, undertakings, recognizances or other written obligations in the nature thereof - - - - -

and to bind NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This appointment is made under and by authority of the following provisions of the By-Laws of the company, which are now in full force and effect:

Article II, Section 1. The business and property of the company shall be managed and controlled by the board of directors.

Article III, Section 1. ...The board of directors may appoint additional officers and agents to perform such duties as may be assigned by the board of directors.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN at a meeting duly held on May 14, 1963.

RESOLVED that the president, any vice-president or assistant vice-president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the company

(i) when signed by the president, any vice-president or assistant vice-president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice-president or assistant vice-president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

This Power of Attorney revokes the Power of Attorney issued to Patricia A. Mortag of Milwaukee, Wisconsin dated December 1, 1966 in an unlimited amount

IN WITNESS WHEREOF, NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN has caused these presents to be signed by its proper officer, and its corporate seal to be hereunto affixed this 9th day of August 19 67.



NORTHWESTERN NATIONAL INSURANCE COMPANY  
OF MILWAUKEE, WISCONSIN

Kent M. Quantius  
Vice President  
Arthur F. Hart  
Secretary

STATE OF WISCONSIN, COUNTY OF MILWAUKEE--ss

On this 9th day of August A.D., 19 67, personally came before me, Kent M. Quantius and Arthur F. Hart, to me known to be the individuals and officers of the NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN, who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Robert S. Olden  
Notary Public  
My Commission Expires September 29, 1968

STATE OF WISCONSIN, COUNTY OF MILWAUKEE--ss

CERTIFICATE

I, the undersigned, assistant secretary of the NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN, a Wisconsin corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the provisions of the By-Laws of the company and the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Milwaukee this 4th day of December 19 69



G.B. Phillips  
Assistant Secretary

BEFORE THE OIL CONSERVATION COMMISSION  
OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION COMMISSION ON ITS OWN MOTION TO PERMIT NORMAN R. JONES AND ALL OTHER INTERESTED PERSONS TO APPEAR AND SHOW CAUSE WHY HIS STATE A WELL NO. 1 LOCATED IN THE NE/4 SE/4 OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 14 WEST, NMPM, HIDALGO COUNTY, NEW MEXICO, SHOULD NOT BE PLUGGED AND ABANDONED IN ACCORDANCE WITH A COMMISSION-APPROVED PLUGGING PROGRAM.

CASE No. 4492  
Order No. R-4104

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 a.m. on February 3, 1971, at Santa Fe, New Mexico, before Examiner Daniel S. Nutter.

NOW, on this 17th day of February, 1971, the Commission, a quorum being present, having considered the testimony, the record, and the recommendations of the Examiner, 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 Norman R. Jones is the owner and operator of the Norman R. Jones State A Well No. 1, located in the NE/4 SE/4 of Section 16, Township 30 South, Range 14 West, NMPM, Hidalgo County, New Mexico.

(3) That the Norman R. Jones State A Well No. 1 has been abandoned and should be plugged in order to confine permanently all oil, gas, and/or water in the separate strata originally containing them in order to prevent waste and protect correlative rights.

IT IS THEREFORE ORDERED:

(1) That Norman R. Jones is hereby ordered to plug the Norman R. Jones State A Well No. 1, located in the NE/4 SE/4 of

Exhibit "B"

-2-

CASE No. 4492  
Order No. R-4104

Section 16, Township 30 South, Range 14 West, NMPM, Hidalgo County, New Mexico, in accordance with the following minimum plugging program:

1. Pull seven-inch casing.
2. Clean out hole to at least 2450 feet.
3. Set a 25-sack cement plug at 2450 feet.
4. Set a 50-sack cement plug at 1300 feet.
5. Set a 35-sack cement plug at 350 feet.
6. Set a 5-sack cement plug at the surface.
7. Fill the intervals between plugs with mud weighing not less than 10 pounds per gallon.
8. Set in the surface plug a regulation steel marker not less than 4 inches in diameter and extending at least 4 feet above mean ground level.

(2) That Norman R. Jones shall complete plugging operations on the above-described well on or before March 15, 1971, and shall notify the District Supervisor, District 2, Oil Conservation Commission, Drawer DD, Artesia, New Mexico, of the exact date and time plugging operations are to commence.

(3) That any deviation from the above plugging program shall be permitted only upon a showing of good cause therefor and with the written consent of the Secretary-Director of the Commission.


(4) That jurisdiction of this cause is retained for the entry of such further orders as the Commission may deem necessary.

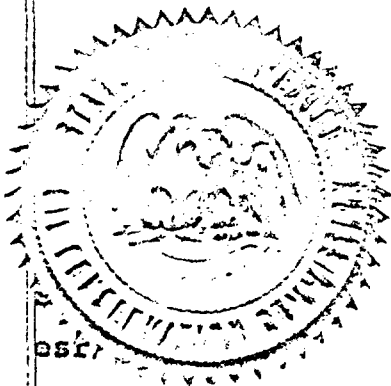
DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.

STATE OF NEW MEXICO  
OIL CONSERVATION COMMISSION

  
BRUCE KING, Chairman

  
ALEX J. ARMIÑO, Member

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



BEFORE THE OIL CONSERVATION COMMISSION  
OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION COMMISSION ON ITS OWN MOTION TO PERMIT NORMAN R. JONES AND ALL OTHER INTERESTED PERSONS TO APPEAR AND SHOW CAUSE WHY HIS STATE A WELL NO. 1 LOCATED IN THE NE/4 SE/4 OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 14 WEST, NMPM, HIDALGO COUNTY, NEW MEXICO, SHOULD NOT BE PLUGGED AND ABANDONED IN ACCORDANCE WITH A COMMISSION-APPROVED PLUGGING PROGRAM.

CASE No. 4492  
Order No. R-4104-A

NUNC PRO TUNC ORDER

BY THE COMMISSION:

It appearing to the Commission that due to clerical error, Order No. R-4104, dated February 17, 1971, does not correctly state the intended order of the Commission in one particular,

IT IS THEREFORE ORDERED:

(1) That Item 6 in Order (1) of Order No. R-4104, dated February 17, 1971, is hereby corrected to read as follows:

"6. Set a 20-sack cement plug at the surface."

rather than:

"6. Set a 5-sack cement plug at the surface."

(2) That the correction set forth above be entered nunc pro tunc as of February 17, 1971.

DONE at Santa Fe, New Mexico, on this 2nd day of March, 1971.

STATE OF NEW MEXICO  
OIL CONSERVATION COMMISSION

*Bruce King*  
BRUCE KING, Chairman

*Alex J. Armiijo*  
ALEX J. ARMIJO, Member

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

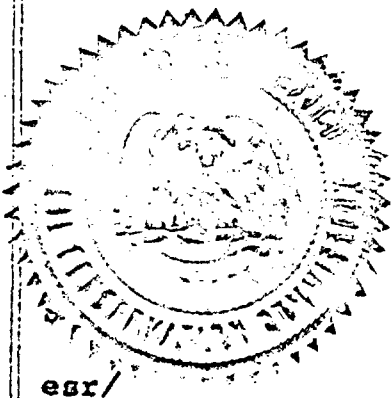


Exhibit "C"

OIL CONSERVATION COMMISSION

P. O. BOX 2088

SANTA FE, NEW MEXICO 87501

March 23, 1971

CERTIFIED - RETURN  
RECEIPT REQUESTED

C  
O  
P  
Y  
Northwestern National Insurance Company  
c/o Mr. W. W. Turbett, Agent  
503 Simms Building, 203 4th St.  
Albuquerque, New Mexico

Re: Norman R. Jones State A Well No. 1, located in the  
NE/4 SE/4 of Section 16, Township 30 South, Range  
14 West, NMPM, Hidalgo County, New Mexico - North-  
western National Insurance Company of Milwaukee,  
Wisconsin. \$10,000 Blanket Plugging Bond No. S-661423

Gentlemen:

After notice and hearing, Norman R. Jones was ordered, by Orders  
Nos. R-4104 and R-4104-A, to plug the above-described well in accordance  
with a plugging program set forth in said orders on or before March 15,  
1971.

As Mr. Jones has not complied with said order, the New Mexico Oil  
Conservation Commission hereby makes demand upon the Northwestern  
National Insurance Company, as surety on the above-described plugging  
bond, to plug the subject well in accordance with said Orders Nos. R-4104  
and R-4104-A within a reasonable period of time.

Please notify the District Supervisor, District 2, Oil Conserva-  
tion Commission, Drawer DD, Artesia, New Mexico, of the date and time  
plugging operations are to commence so that he may witness same.

Very truly yours,

A. L. PORTER, Jr.  
Secretary-Director

ALP/GMH/dr  
Enclosure (Copy of  
Orders Nos. R-4104 and R-4104-A)

cc: Mr. Norman R. Jones  
c/o Oil Reports and Gas Services  
P. O. Box 763  
Hobbs, New Mexico 88240

Mr. Bill Gressett  
Supervisor, District 2  
Oil Conservation Commission  
Drawer DD  
Artesia, New Mexico

Northwestern National  
Insurance Company  
731 N. Jackson  
Milwaukee, Wisconsin

Exhibit "D"



## OIL CONSERVATION COMMISSION

STATE OF NEW MEXICO  
P. O. BOX 2088 - SANTA FE  
87501

February 8, 1972

GOVERNOR  
BRUCE KING  
CHAIRMAN

LAND COMMISSIONER  
ALEX J. ARMijo  
MEMBER

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

CERTIFIED - RETURN  
RECEIPT REQUESTED

Mr. Vance Mauney  
Botts, Botts & Mauney  
Suite 520, Simms Building  
Albuquerque, New Mexico 87101

Northwestern National Insurance Company  
c/o Mr. W. W. Turbett, Agent  
503 Simms Building, 203 4th St.  
Albuquerque, New Mexico

Northwestern National Insurance Co.  
Claims Department  
P. O. Box 9370  
Little Rock, Arkansas 72209

Re: Norman R. Jones State A Well No. 1, located in  
the NE/4 SE/4 of Section 16, Township 30 South,  
Range 14 West, NMPM, Hidalgo County, New Mexico  
Northwestern National Insurance Company of  
Milwaukee, Wisconsin, \$10,000 Blanket Plugging  
Bond No. S-661423  
Case No. 4492  
Order Nos. 4104 and 4104-A

Gentlemen:

After notice and hearing, Norman R. Jones was ordered, by  
Orders Nos. R-4104 and R-4104-A, to plug the above-described well  
in accordance with a plugging program set forth in said orders on  
or before March 15, 1971.

Mr. Jones was given notice by publication in accordance with  
the statutory requirements of Section 65-3-6 N.M.S.A., 1953 Comp.  
that Case 4492 would be heard January 13, 1971. On January 13, 1971,

Exhibit "E"

February 8, 1972

Case 4492 was called, as published, by Examiner Daniel S. Nutter and at that time was continued by said Examiner in accordance with Rule 1209 of the Rules and Regulations of the New Mexico Oil Conservation Commission, to February 3, 1971. The Case was heard on February 3, 1971, and as a result of said hearing Orders Nos. R-4104 and R-4104-A issued.

On March 23, 1971, as Mr. Jones had not complied with the orders, demand was made by the New Mexico Oil Conservation Commission by its Secretary-Director that Northwestern National Insurance Company as surety on the above-described plugging bond plug the subject well in accordance with said orders within a reasonable time.

The Commission has cooperated fully with every request made by Northwestern National Insurance Company in this matter and neither Northwestern National Insurance Company nor any other party has complied with the above-described valid orders, though nearly one year has elapsed since demand was first made upon Northwestern National Insurance Company.

The New Mexico Oil Conservation Commission hereby renews its demand upon Northwestern National Insurance Company, as surety on the above-described \$10,000 Blanket Plugging and Indemnity Bond, to plug the subject well in accordance with said Orders Nos. R-4104 and R-4104-A and demands that said plugging be done on or before March 15, 1972, or to pay to the State of New Mexico for the use and benefit of the Oil Conservation Commission the sum of \$10,000 and demands that said sum be paid on or before March 15, 1972.

Please notify the District Supervisor of District 2 of the New Mexico Oil Conservation Commission, prior to commencing plugging operations, of the date and time plugging operations are to commence so that he may witness same.

STATE OF NEW MEXICO  
OIL CONSERVATION COMMISSION



BRUCE KING, Chairman

February 8, 1972



*Alex J. Armiijo*  
ALEX J. ARMIJO, Member

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

cc: Mr. Ralph Apodoca  
Superintendent of Insurance  
P. O. Box 1269  
Santa Fe, New Mexico 87501

Mr. Norman R. Jones  
c/o Oil Reports and Gas Services  
P. O. Box 763  
Hobbs, New Mexico 88240

Northwestern National Insurance Company  
731 N. Jackson  
Milwaukee, Wisconsin

Mr. Bill Gressett  
Supervisor, District 2  
Oil Conservation Commission  
Drawer DD  
Artesia, New Mexico