

the Original Stokes Leases beyond their primary terms. The Original Stokes Leases and all acreage described therein are now held by production from the Well.

### III.

#### STANDARD OF REVIEW

A summary judgment provides a method whereby it is possible to determine whether a genuine claim for relief for defense exists and whether there is a genuine issue of fact warrant in the submission of the case to the jury. *Meeker v. Walker*, 80 N.M. 280, 454 P.2d 762 (1969). Trial courts are to bring litigation to an end at an early stage when it clearly appears that one of the parties is entitled to a judgment in the case as made out by the pleadings and the admissions of the parties. *Buffington v. Continental Casualty Co.*, 69 N.M. 365, 367 P.2d 539 (1961). Further, summary judgment is proper even though other disputed issues remain before the court. *Tapia v. Springer Transf. Co.*, 106 N.M. 461, 744 P.2d 1264 (Court App. 1987). In the present matter, the undisputed facts and the language of paragraph 9 of the Original Stokes Leases show that TMBR/Sharp is entitled to summary judgment as a matter of law that the lease shall be suspended until this Court determines whether the Original Stokes Leases are still in effect.