

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 to warrant 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 as a matter of law 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 5 of the Original Stokes Leases show that TMBR/Sharp is entitled to summary judgment as a matter of law that said Leases were perpetuated beyond their respective primary terms and are still valid today.

IV.

ARGUMENTS AND AUTHORITIES

The issue for partial summary judgment is whether TMBR/Sharp and the other working interest owners did "that thing" which perpetuated the Original Stokes Leases?²² The New

² Oil and gas authors and case law indicate that pooling is a matter of contract law and the exercise of the pooling powers is governed by the terms of the lease. For instance, Kuntz states: "Many pooling clauses contain no provision whatever as to the formality required in the exercise of the pooling power, whereas others contain specific provisions that vary from lease to lease. . . , if the pooling clause provides