

01-575-CD
RICHARD M. HURLEY et al -vs- CARROCK OIL & GAS COMPANY INC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

RICHARD M. HURLEY, WILLIAM E.
HURLEY and SHIRLEY J. HURLEY,
his wife, RANDY P. HURLEY and
DARLENE M. HURLEY, his wife

* No. 01-575-CO

Plaintiffs

* Type of Pleading: Complaint

vs.

CAPROCK OIL & GAS COMPANY, INC.*

Defendant

* FILED ON BEHALF OF:
* Plaintiff

* COUNSEL OF RECORD FOR THIS
* PARTY:

* David C. Mason, Esquire
* Supreme Court I.D. No. 39180
* MASON LAW OFFICE
* P.O. Box 28
* Philipsburg PA 16866
* (814) 342-2240

FILED

APR 20 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

RICHARD M. HURLEY, WILLIAM E.
HURLEY and SHIRLEY J. HURLEY,
his wife, RANDY P. HURLEY and
DARLENE M. HURLEY, his wife

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* No.
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Plaintiffs

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vs.

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CAPROCK OIL & GAS COMPANY, INC.*

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Defendant

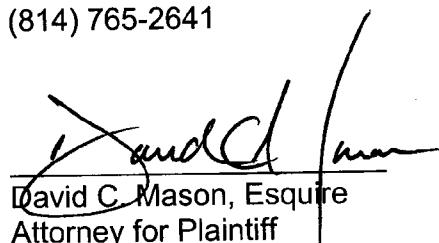
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NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE AN LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641


David C. Mason, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

RICHARD M. HURLEY, WILLIAM E. * No.
HURLEY and SHIRLEY J. HURLEY, *
his wife, RANDY P. HURLEY and *
DARLENE M. HURLEY, his wife *
*

Plaintiffs *

vs. *

CAPROCK OIL & GAS COMPANY, INC. *

Defendant *

COMPLAINT

AND NOW, comes the Plaintiffs, by and through their attorney, **DAVID C. MASON, ESQUIRE** and makes the following Complaint against the Defendant, and in support thereof avers as follows:

1. Plaintiffs are:

- a) Richard M. Hurley, an individual, currently of RR 1 Box 385, Morrisdale, Pennsylvania, 16858;
- b) William E. Hurley and Shirley J. Hurley, his wife currently of RR 1 Box 369, Morrisdale, Pennsylvania, 16858; and
- c) Randy P. Hurley and Darlene M. Hurley, his wife, currently of RD 1 Box 411, Frenchville, Pennsylvania, 16836.

2. Defendant is Caprock Oil & Gas Company, Inc, which, upon information and belief, is a Corporation, with an office or place of business at 8323 East Market Street,

Warren, Ohio 44484.

3. Plaintiffs are the owners of certain premises in Graham Township, Clearfield County, Pennsylvania, containing 737.73 acres, more or less.

4. Under date of January 5, 2000, Plaintiffs entered into an Oil and Gas Lease with Defendant for leasing of the aforesaid tracts of land containing 737.73 acres. A true and correct photocopy of the Lease Agreement dated January 5, 2000, is attached hereto as Exhibit "A".

5. Pursuant to paragraph 3 of the aforementioned Lease, Lessee has agreed to pay Lessor a rental of \$5.00 per acre per year, if operation for a well are not commenced within one (1) year of the date of the Lease Agreement.

6. No operations on the aforesaid tract have been commenced and it has been a period of time in excess of one (1) year from the date of the Lease.

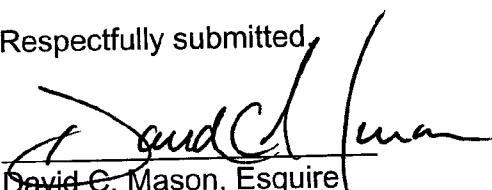
7. Pursuant to paragraph 1 of the Lease, the term of the Lease is ten (10) years.

8. Defendant has breached the Oil and Gas Lease dated January 5, 2000, by its failure to tender payment to the Plaintiffs in the amount of \$3,688.65, or to acknowledge the termination of the existing Lease.

9. Pursuant to the terms of the Lease Defendant is obligated to pay the annual rental of \$3,688.65 for the balance of the term of the Lease, for a total of ten (10) years.

WHEREFORE, Plaintiffs demand that judgement be entered in favor of Plaintiffs against Defendant in the amount of \$36,886.50.

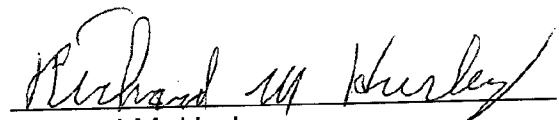
Respectfully submitted,


David C. Mason, Esquire
Attorney for Plaintiffs

VERIFICATION

I hereby verify that the statements set forth in the foregoing COMPLAINT are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

DATED:


Richard M. Hurley



OIL & GAS LEASE

THIS LEASE, made this 5th day of January 2000, by
Richard M. Hurley William E. Hurley Randy P. Hurley
RR-1, Box-385 RR-1, Box-369 RD-1, Box-411
Morrisdale, Pa. 16858 Morrisdale, Pa. 16858 Frenchville, Pa. 16836
hereinafter called Lessor, and
hereinafter called Lessee, does witness:

1. Lessor, for consideration received, grants Lessee all the oil and gas in and under the lands described below, with the exclusive right to drill for, operate for, produce and market the oil and gas; the right to lay and maintain pipelines to transport oil and gas from the lands hereunder and other lands; the right to install and maintain such roads, tanks, meters and other equipment to operate for oil and gas; and the right to use so much of said lands as is necessary or convenient for all purposes herein. This lease is for 10 year(s), and as long thereafter as operations are being conducted or oil or gas can be produced in paying quantities in Lessee's judgement. This lease covers the land in Map/Section 16-906:007 Lot 343537194 of Graham ^{Pa} Township, Town or District Clearfield County, Pennsylvania containing 737.73 acres, more or less, being all of the land owned by Lessor in said township(s), bounded substantially as follows:

North by Susquehanna River East by Thompson
South by Carr West by Forcay

2. Lessee shall pay Lessor royalties equal to one-eighth (1/8) of the proceeds realized by Lessee on all oil and gas produced from and sold off the premises. If after a well is drilled there is no production from the leased lands for six continuous months, then thereafter Lessor shall be paid fifty dollars per month until production occurs and this lease shall continue in full force for as long as such payments are made. These shut-in payments shall be considered advance royalties and be recouped by Lessee out of production royalties. All payments due Lessor shall be deemed tendered when delivered or mailed to Lessor or any one of them. Lessor grants Lessee a power of attorney to execute division orders or contracts for the sale of gas or oil.

3. If operations for a well are not commenced within one year of the date of this lease, then thereafter, Lessee shall pay Lessor a rental at the rate of \$5.00 per acre dollars (\$) per year, payable quarterly, semi-annually or annually until operations are commenced or the primary term expires.

5. Lessor may take up to 200,000 cubic feet of gas free each calendar year from one producing well on Lessor's lands, at Lessor's sole risk and expense, for use in one dwelling on said lands, subject to the reasonable rules of Lessee and Lessee's right of abandonment. All gas taken by Lessor shall be accurately metered at the wellhead at Lessor's expense and all excess gas taken shall be paid for by the Lessor at wellhead price.

6. Lessee may unitize the leased lands, or any portion, with any other lands into a drilling unit of no more than six hundred forty acres. Operations upon and production from any unit, including all or any portion of the leased lands, shall be treated as if such operations were upon or such production were from the leased lands whether or not the well or wells are located thereon; provided, however, that Lessee shall pay Lessor, in lieu of other royalties and shut-in payments, only such proportion of the royalties or shut-in payments provided for in this lease as the amount of Lessor's acreage in the unit bears to the total acreage in the unit and provided further that Lessor may take gas from a unit well only if said well is located on lands actually owned by Lessor.

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William A. Shaw

Prothonotary

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

RICHARD M. HURLEY, WILLIAM E. * No. 01-575-CD
HURLEY and SHIRLEY J. HURLEY, *
his wife, RANDY P. HURLEY and *
DARLENE M. HURLEY, his wife *

Plaintiffs *

vs. *

CAPROCK OIL & GAS COMPANY, INC. *

Defendant *

CERTIFICATE OF SERVICE
Pursuant to Pa. R. C. P. 403

I, David C. Mason, Esquire, Attorney for the Plaintiff in the above captioned matter, do hereby certify that on the 7th day of May, 2001, I deposited in the United States Mail, first class postage prepaid, a certified copy of the Complaint, addressed to the Defendant as follows: Caprock Oil & Gas Company, Inc., 8323 East Market Street, Warren, Ohio 44484.

Service pursuant to Pa. R. C. P. 404 was first attempted by certified mail, return receipt requested, but was refused by the Defendant. A photocopy of the envelope mailed by Plaintiff's counsel on April 27, 2001, refused by the Defendant on May 2, 2001, and returned to Plaintiff's counsel on May 7, 2001, is attached to this Certificate of Service.

Date: 5/7/01

FILED

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MDelNoe
William A. Shaw
Prothonotary



David C. Mason, Esquire
Attorney for Plaintiff

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CERTIFIED MAIL



MASON LAW OFFICE
Attorney at Law
409 NORTH FRONT STREET
P.O. BOX 28
PHILIPSBURG, PA 16866

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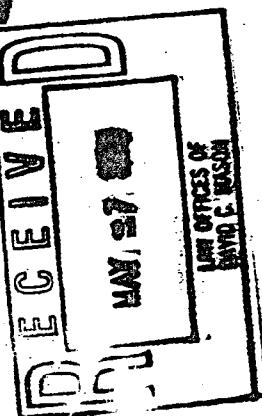
Caprock Oil & Gas Company, Inc.
8323 East Market Street
Warren, Ohio 44485

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Refused S.O.T

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

RICHARD M. HURLEY, WILLIAM E.
HURLEY and SHIRLEY J. HURLEY,
his wife, RANDY P. HURLEY and
DARLENE M. HURLEY, his wife,

*
* No. 01-575-CD

Plaintiff

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VS.

CAPROCK OIL & GAS COMPANY,
INC.

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Defendant

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* Pleading filed:
* PRAECIPE TO SETTLE & DISCONTINUE
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* Filed by:
* David C. Mason, Esq.
* MASON LAW OFFICE
* P.O. Box 28
* Philipsburg, PA 16866
* PA Id No. 39180
*

FILED

SEP 24 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.
CIVIL ACTION - LAW

RICHARD M. HURLEY, WILLIAM E.
HURLEY and SHIRLEY J. HURLEY,
his wife, RANDY P. HURLEY and
DARLENE M. HURLEY, his wife,

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* No. 01-575-CD
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Plaintiff
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VS.
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CAPROCK OIL & GAS COMPANY,
INC.
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Defendant *
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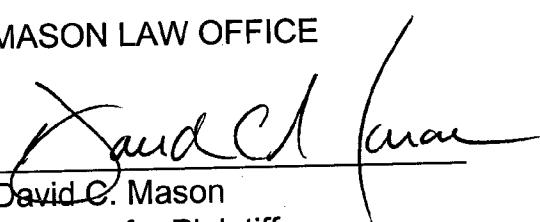
PRAECIPE TO SETTLE AND DISCONTINUE

To: William Shaw, Prothonotary:

Kindly discontinue the above referenced case filed against the named

Defendant, Caprock Oil & Gas Company, Inc.

MASON LAW OFFICE


David C. Mason
Attorney for Plaintiff

FILED

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no cc

William A. Shaw

Clerk

Prothonotary

Do to atty.

*Copy to atty.
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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Richard M. Hurley
William E. Hurley
Shirley J. Hurley
Randy P. Hurley
Darlene M. Hurley

Vs.
Caprock Oil & Gas Company, Inc.

No. 2001-00575-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 24, 2001 marked:

Discontinued

Record costs in the sum of \$80.00 have been paid in full by David C. Mason, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of September A.D. 2001.

William A. Shaw, Prothonotary