

DOCKET NO. 174

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639

May

1961

Guy F. McCracken, Glenn D.

Doverspike and Leo E. Johnson

VERSUS

James M. Baxter, etal

Number 639 May Term, 1961
In the Court of Common Pleas of
Clearfield County, Pennsylvania

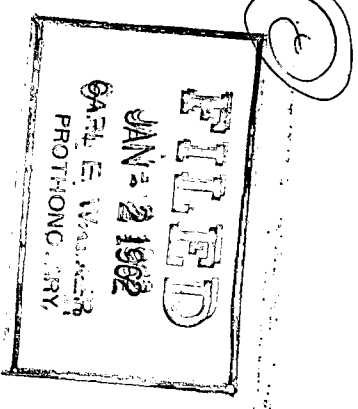
GUY F. MC CRACKEN, et al.,

VS.

JAMES M. BAXTER, et al.

PETITION FOR SERVICE BY
PUBLICATION

ORDER WITHIN



DONALD J. DENNISON THOMAS D. STAUFFER
DENNISON & STAUFFER
ATTORNEYS AT LAW
BROOKVILLE, PENNSYLVANIA

GUY F. MC CRACKEN, et al.,

Plaintiffs,

vs.

JAMES M. BAXTER, et al.,

Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania

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* Action to Quiet Title

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* Number 639 May Term, 1961

PETITION FOR SERVICE BY PUBLICATION

TO THE HONORABLE JOHN J. PENTZ, PRESIDENT JUDGE OF SAID COURT:

The petition of Thomas D. Stauffer and Glenn E. Thomson, respectfully represents:

1. That your Petitioners are attorneys at law and the attorneys for the Plaintiffs in the above captioned action;

2. That the whereabouts of Duan M. Bjerke, William V. Davis and David T. Mc Knight, several of the Defendants in the above captioned action, are unknown as set forth in the Affidavit of your Petitioner, Thomas D. Stauffer, attached hereto and made a part hereof.

3. That your Honorable Court has no general rule for service by publication.

Wherefore, your Petitioners respectfully request your Honorable Court pursuant to Pennsylvania Rule of Civil Procedure 1964 (b) to direct service by publication in such manner as a court determines appropriate.


Thomas D. Stauffer


Glenn E. Thomson

Commonwealth of Pennsylvania

:SS:

County of Jefferson

Thomas D. Stauffer being duly sworn according to law deposes and
says that the facts set forth in the foregoing Petition are true and correct.

Thomas D. Stauffer

Thomas D. Stauffer

Sworn to and subscribed before me this 29th day of December
1961.

Mary Lou Snyder

Notary Public

My Commission Expires

MARY LOU SNYDER, Notary Public
Brookville, Jefferson County, Pa,
My Commission Expires October 2, 1963

GUY F. MC CRACKEN, et al.,

Plaintiffs,

vs.

JAMES M. BAXTER, et al.,

Defendants.

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In the Court of Common Pleas of
Clearfield County, Pennsylvania

Action to Quiet Title

Number 639 May Term, 1961

ORDER

AND NOW,

June 2/9, 62

appearing that the whereabouts of Duan M. Bjerke, William V. Davis and David T. Mc Knight, several of the Defendants in the above captioned action, are unknown and upon motion of Glenn E. Thomson, Esq., it is hereby ordered that the Defendants, Duan M. Bjerke, William V. Davis and David T. Mc Knight shall be served by publication.

The Notice of Pendency of this action setting forth the caption of the action and a brief statement of the subject matter thereof shall be published for two successive weeks in a newspaper of general circulation within the County of Clearfield, State of Pennsylvania.

BY THE COURT

John H. [Signature]
P. J.

GUY F. MC CRACKEN , et al.,

Plaintiffs,

vs.

JAMES M. BAXTER, et al.,

Defendants. * Number 639 May Term, 1961

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania

*

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Action to Quiet Title

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Commonwealth of Pennsylvania

:ss:

County of Jefferson

AFFIDAVIT

Thomas D. Stauffer being duly sworn according to law deposes and says that he is an attorney at law and the attorney for the Plaintiffs in the above captioned action and that the whereabouts of Duan M. Bjerke, William V. Davis and David T. Mc Knight, several of the Defendants, are unknown to the Plaintiffs and their counsel.

Thomas D. Stauffer
Thomas D. Stauffer

Sworn to and subscribed before me this 27th day of December, 1961.

Mary Lou Snyder
Notary Public, Brookville
Jefferson County, Pennsylvania
My Commission Expires October 2, 1963

EXHIBIT "A"

<p><i>West. Levey</i></p> <p>IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA. NO. 639 May Term, 1961 Action to Quiet Title</p>	
<p>GUY F. MCCrackEN, et al</p> <p>vs.</p> <p>JAMES M. BAXTER, et al</p>	<p>EXCEPTIONS TO COURT OPINION AND ORDER</p>
<p>FILED APR - 4 1962 CARL E. WALKER PROTHONOTARY</p> <p>LAW OFFICES GLENN E. THOMSON CLEARFIELD, PA.</p>	

April 5, 1962 - Service accepted

Walter R. ...

Atty for S. W. Jack Dullin Co

April 5, 1962 - Service accepted

Joseph L. Work (Smith Smith & Work)

Atty for Defendants
other than S W Jack.

GUY F. MC CRACKEN et al. ,

Plaintiff,

vs.

JAMES M. BAXTER et al. ,

Defendant.

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In the Court of Common Pleas of
Clearfield County, Pennsylvania

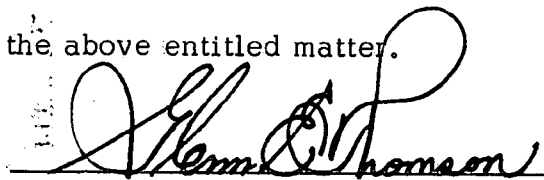
Action to Quiet Title

No. 639 of the May Term, 1961

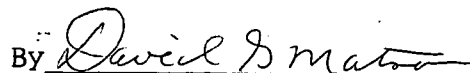
PRAECIPE TO REINSTATE THE COMPLAINT

TO WILLIAM T. HAGERTY, PROTHONOTARY:

Reinstate the Complaint in the above entitled matter.


Glenn E. Thomson

DENNISON & STAUFFER

By 

September 27, 1961

In the Court of Common Pleas of Clearfield County, Pa.

Guy F. McCracken, Glenn D.
Doverspike & Leo E. Johnson

No 639 May Term 1961

VS

James M. Baxter et al.

Action to Quiet Title

(Sheriff's Return)

Now, August 1, 1961 deputized the Sheriff Of Westmoreland County to serve the within Action to Quiet Title on James M. Baxter et al.

Now, August 15, 1961 served the within Action to Quiet Title on James M. Baxter et al., by deputizing the Sheriff of Westmoreland County. The return of service of Alex W. Copeland, Sheriff Of Westmoreland County is hereto attached and made part of this return of service.

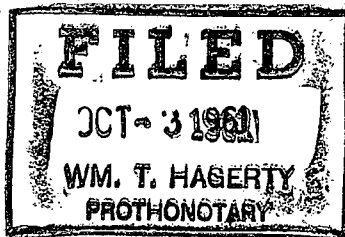
Costs Sheriff Ammerman \$6.00
Sheriff Of Westmoreland County. \$1200
(Paid by Atty Thomson)

So Answers,

Charles G. Ammerman
Charles G. Ammerman
Sheriff

Sworn to before me this 27th
day of September 1961 A.D.

Wm T. Hagerty
Prothonotary.



Know all men by these Presents, That I, Charles G. Ammerman

High Sheriff of Clearfield County, State of Pennsylvania, do hereby deputize Sheriff of ~~Westmore-~~
land Co Alex W. Copeland

_____ to execute this writ; this deputation being made at the request and risk of the Plaintiff.

Given under my hand and seal this 1st day of August

A. D. 19⁶¹_____.

Charles E. Greenman Sheriff.

AFFIDAVIT OF SERVICE

Now, August 15, 19 61 at 2:45 o'clock P. M. served

the within ACTION TO QUIET TITLE

upon S. W. JACK DRILLING CO.

at Avonmore, Westmoreland County, Pennsylvania

by handing to S. W. Jack, personally

a true and attested copy of the original ACTION TO QUIET TITLE

and made known to him the contents thereof.

Received from Attorney \$ 12.00, being Sheriff Copeland \$11.00 and Prothonotary \$1.00.

So answers,

Alex W. Copeland
Sheriff of Westmoreland County, Pa.

Sworn and subscribed before me
this 18th. day of August, 1961.

Leo Sukala
Prothonotary
Westmoreland County, Pa.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GUY F. MCCRACKEN, GLENN D.
DOVERSPIKE and LEO E.
JOHNSON

VS

No. 639 May Term, 1961

JAMES M. BAXTER, ET AL

P R A E C I P E

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

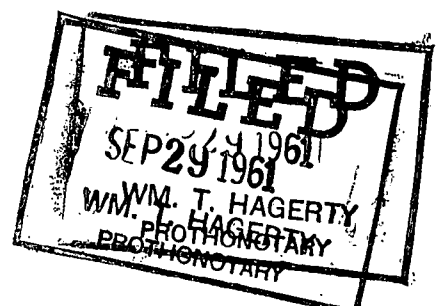
Please place the above case on the next Argument List.

SMITH, SMITH & WORK

BY


Attys.

Dated: September 29, 1961



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GUY F. McCracken, Glenn D.
DOVERSPIKE and LEO E.
JOHNSON

VS

No. 639 May Term, 1961

JAMES M. BAXTER, ET AL

PRAECIPE FOR APPEARANCE DE BENE ESSE

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Enter our appearance de bene esse on behalf of the
following named Defendants for the sole purpose of questioning
jurisdiction of the Court in the above captioned proceeding:

1. Dr. Frank Springer
2. Myrtle Rhiel
3. Hugh Sailer
4. Bernard A. Schuler
5. Robert F. Schuler
6. Lawrence Weber
7. Raymond M. Weber
8. Morris Duane Webb
9. Glen Heit
10. Earl F. Sagstetter
11. William Komro

SMITH, SMITH & WORK

BY *Joseph P. Work*

Attys. for above named Defendants

Dated: September 21, 1961



GUY F. MC CRACKEN et al.

Plaintiff

vs.

JAMES M. BAXTER et al.

Defendant

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In the Court of Common Pleas of
Clearfield County, Pennsylvania.

Action to Quiet Title

No. 639 May Term, 1961

PRAECIPE TO REINSTATE THE COMPLAINT

TO WILLIAM T. HAGERTY, PROTHONOTARY:

Reinstate the Complaint in the above entitled matter.

Glenn E. Thomson

Glenn E. Thomson

DENNISON & STAUFFER

By David D. Malm

August 29, 1961

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GUY F. McCRACKEN, et al

VS.

JAMES M. BAXTER, et al

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No. 639 May Term, 1961
Action to Quiet Title

EXCEPTIONS TO COURT OPINION AND ORDER

NOW, Guy F. McCracken, Glenn D. Doverspike and Lee E. Johnson, Plaintiffs, except to the Court Opinion and Order dated March 16, 1962 as follows:

1. To that portion of the Opinion on Page 3 Paragraph two as follows:

"Plaintiffs thereafter sold to the several defendants, with exception of S. W. Jack Company, fractional interests of their fractional interest in the net operating profit in the leases S. W. Jack Company had on the Green Glen Corporation land."

because it is contrary to the allegations of the filed Complaint and the pertinent laws.

2. To that portion of the Opinion on Page 6 Paragraph one as follows:

"The plaintiffs, in turn, have conveyed no interest in anything but a fractional share of their fractional share in the net operating profit. All of the defendants named, have no right to go upon the Green Glen Corporation lands, and there conduct drilling operations, take the gas, sell it, or carry it away. They have only a right to a fractional share of the net operating profit of operating gas wells or gas property.

because it is contrary to the allegations of the filed Complaint and the pertinent laws.

3. To that portion of the Opinion on Page 8 Paragraph four as follows:

"The two foregoing cases, SCHEIN VS. BRASLER, supra, and FOULK VS. BREAKSTONE, supra, definitely establish that interests such as involved in the instant case, are not in land, or in real estate, which will support an action to quiet title under Rule 1061 (b) (2)."

because it is contrary to the allegations of the filed Complaint and the pertinent laws.

4. To the Order dated March 16, 1962, as follows:

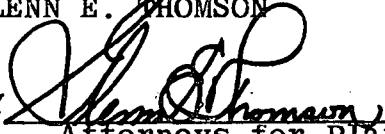
"NOW, March 16, 1962, Preliminary Objection raising question of jurisdiction over the defendants in the instant action is sustained, and service stricken off, except as to S. W. Jack Company."

because it is contrary to the allegations of the filed Complaint and the pertinent laws.

5. In addition, the plaintiffs hereby except to the other portions of the Court Opinion upon which the specific exceptions are based.

CALLAS & MILLARD
DENNISON & STAUFFER
GLENN E. THOMSON

BY



Attorneys for Plaintiffs

Allen Johnson

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA.
No. 639 May Term, 1961

GUY F. MCCrackEN, GLENN D.
DOVERSPIKE and LEO E. JOHNSON

VS

JAMES M. BAXTER ET AL

PRELIMINARY OBJECTIONS IN THE
NATURE OF A PETITION RAISING
THE QUESTION OF JURISDICTION

FILED
SEP 14 1961
WM. T. HAGERTY,
PROTHONOTARY

SMITH, SMITH & WORK
ATTORNEYS-AT-LAW
CLEARFIELD, PA.

Lap-over Margin

Sept 19, 1961 Service accepted.
Glenn D. Johnson
Ctty for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GUY F. McCracken, Glenn D.
Doverspike and LEO E. JOHNSON

VS

JAMES M. BAXTER, ET AL

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:
: No. 639 May Term, 1961
:
:

PRELIMINARY OBJECTIONS IN THE NATURE OF A
PETITION RAISING THE QUESTION OF JURISDICTION

COMES NOW Smith, Smith and Work, and as attorneys
for Mr. Frank A. Bolton, Major James M. Baxter, Mr. Ralph Bender,
Mr. Joseph Benjamin, Mr. James W. Blackburn, Mr. & Mrs. James H.
Boak, Mrs. Virginia Cassell, Mr. and Mrs. Frank W. Dvorak, Mr.
David Fine, Mr. Hyman Fine, Col. Robert J. Dixon, Mr. Freeman
Faloff, Mr. Jack Grandier, Co-AM Associates by Mervin G. Hall,
Trustee Ad Litem, Mr. Mervin G. Hall, Mr. Willis L. Johnson, Mr.
Harry R. Lancaster, Mr. Nathan M. Lubar, Col. William H. Parkhill,
Col. Marvin E. Poland, Mr. D. V. Schnurr, Col. O. M. Scott, Col.
Earl O. Smith, Jr., Mr. Robert R. Smith, Elizabeth Fedward J.
Stealy, Mrs. Dorothy Dale Steinkamp, Mr. and Mrs. Anthony Weix,
Major and Mrs. Keith Wilson, Brig. Gen. Elmer W. Young, Mr.
Vincent Timm, Mr. Edward C. Moore, Mr. James C. Raid, Mr. Joseph
C. Herrin and Mr. John T. Condon, move to dismiss the above
captioned action insofar as the foregoing defendants are concerned
on the grounds that the court lacks jurisdiction of the person
of said defendants, since they were not served with process,
summons, or the complaint within the territorial boundaries of
the Commonwealth of Pennsylvania, nor are they residents of said
Commonwealth, and because said action, despite its title, is in
personam and not in rem, personal service within the Commonwealth

is a requisite to jurisdiction.

WHEREFORE, defendants, through their counsel, move your Honorable Court to dismiss said action insofar as it pertains to them.

William C. Smith
for Smith, Smith and Wells

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

SS:

William U. Smith, of Smith, Smith and Work, attorneys
for the within named defendants, being duly sworn according to
law, deposes and says that the facts set forth therein are true
and correct to the best of his knowledge, information and belief.

William U. Smith
William U. Smith

Sworn and subscribed to before me

this 20th day of Sept, 1961.

Wm G. Hagerty

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

Given *Sumner*

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

No. 639 May Term, 1961

GUY F. MCCrackEN,
ET AL

VS

JAMES M. BAXTER, ET
AL

PRELIMINARY OBJECTIONS

3
FILED
SEP 21 1961
WM. T. HAGERTY,
CLERK

SMITH, SMITH & WORK
ATTORNEYS-AT-LAW
CLEARFIELD, PA.

Lap-over Margin

Sept 28, 1961 *Seizure accepted*
Henry B. Thompson
Atty for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GUY F. McCRACKEN, GLENN D.
DOVERSPIKE and LEO E.
JOHNSON

VS

No. 639 May Term, 1961

JAMES M. BAXTER, ET AL

PRELIMINARY OBJECTIONS IN THE NATURE OF A
PETITION RAISING THE QUESTION OF JURISDICTION

COMES NOW, SMITH, SMITH & WORK, and as Attorneys for Dr. Frank Springer, Myrtle Rhiel, Hugh Sailer, Bernard A. Schuler, Robert F. Schuler, Lawrence Weber, Raymond M. Weber, Morris Duane Webb, Glen Heit, Earl F. Sagstetter and William Komro, move to dismiss the above captioned action insofar as the foregoing Defendants are concerned on the grounds that the Court lacks jurisdiction of the person of said Defendants since they were not served with process, summons, or the complaint within the territorial boundaries of the Commonwealth of Pennsylvania, nor are they residents of said Commonwealth, and because said action, despite its title, is in personam and not in rem, personal service within the Commonwealth is a requisite to jurisdiction.

WHEREFORE, Defendants, through their counsel, move your Honorable Court to dismiss said action insofar as it pertains to them

SMITH, SMITH & WORK

BY

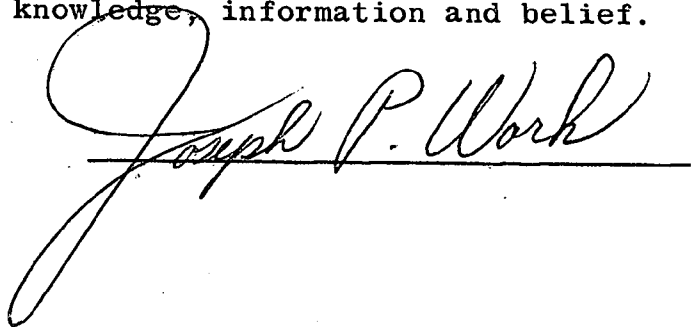

Attys. for above Defendants

STATE OF PENNSYLVANIA:

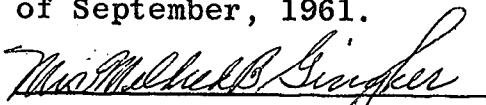
SS

COUNTY OF CLEARFIELD :

JOSEPH P. WORK, of Smith, Smith & Work, Attorneys for
the within named Defendants, being duly sworn according to law,
deposes and says that the facts set forth therein are true and
correct to the best of his knowledge, information and belief.



Sworn and subscribed to
before me this 21st day
of September, 1961.



NOTARY PUBLIC
My Commission Expires
JANUARY 7, 1963

Number 639 May Term 1961

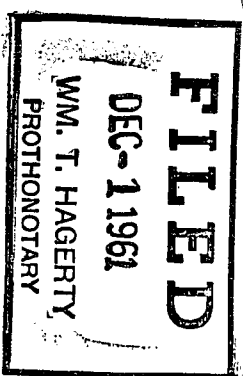
Guy F. McCracken al.

VS.

James M. Baxter al.

AFFIDAVIT OF SERVICE

(3)



DONALD J. DENNISON THOMAS D. STAUFFER
DENNISON & STAUFFER
ATTORNEYS AT LAW
BROOKVILLE, PENNSYLVANIA

GUY F. MC CRACKEN, et al.,

Plaintiffs,

vs.

JAMES M. BAXTER, et al.,

Defendants.

In the Court of Common Pleas of
Clearfield County, Pennsylvania

Action to Quiet Title

No. 639 of the May Term, 1961

AFFIDAVIT OF SERVICE

DANIEL K. PHIPPEN

being duly sworn according to law deposes

and says that he is a competent adult and an officer in the United States Air

Force having the rank of Colonel, and that he personally

served Joseph C. Herrin, one of the Defendants in the above captioned action

with a true and attested copy of the Complaint on 22 November 1961

at Wiesbaden, Germany

Daniel K. Phippen, Colonel, USAF

Sworn and subscribed before me this 22d day of November

1961.

Howard W. Blank, Major, USAF

HOWARD W. BLANK, Major, USAF X

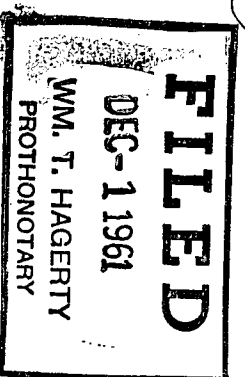
Number 639 May Term 1961

GUY F. MC CRACKEN et al

VS.

JAMES M. BAXTER et al.

AFFIDAVIT OF SERVICE



DONALD J. DENNISON THOMAS D. STAUFFER
DENNISON & STAUFFER
ATTORNEYS AT LAW
BROOKVILLE, PENNSYLVANIA

GUY F. MC CRACKEN, et al.,
Plaintiffs

VS.

JAMES M. BAXTER, et al.,
Defendants

In the Court of Common Pleas of
Clearfield County, Pennsylvania

Action to Quiet Title

No. 639 of May Term, 1961

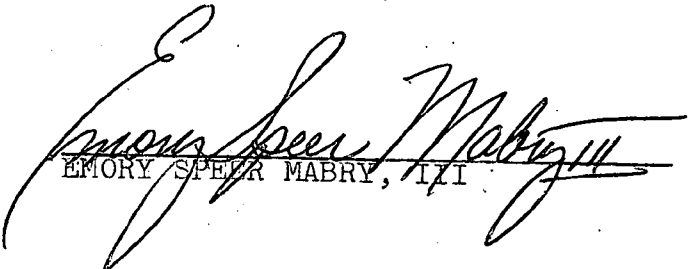
AFFIDAVIT OF SERVICE

STATE OF GEORGIA

:s:

COUNTY OF FULTON

Emory Speer Mabry, III, being duly sworn according to law, deposes and says that he is a competent adult, and an Attorney at Law, having offices at Atlanta, Georgia; that he personally served Ralph A. Bender, one of the Defendants in the above entitled action with a true and attested copy of the Complaint on Ralph A. Bender at 3224 Peachtree Road, N. W., Atlanta, Georgia on the 13th day of November, 1961.


EMORY SPEER MABRY, III

Sworn to and subscribed
before me this 14th day
of November, 1961.


NOTARY PUBLIC

Notary Public, Georgia State at Large
My Commission Expires Sept. 16, 1963

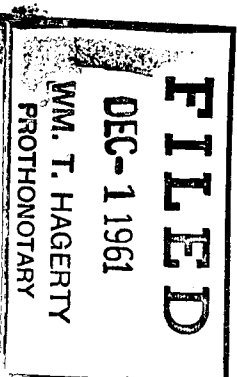
Number 639 May Term, 1961
In the Court of Common Pleas of
Clearfield County, Pennsylvania

GUY F. MC CRACKEN et al.,
Plaintiffs,

vs.

JAMES M. BAXTER, et al.,
Defendants.

AFFIDAVIT OF SERVICE



DONALD J. DENNISON THOMAS D. STAUFFER
DENNISON & STAUFFER
ATTORNEYS AT LAW
BROOKVILLE, PENNSYLVANIA

GUY F. MC CRACKEN, et al.,	*	In the Court of Common Pleas of
	*	Clearfield County, Pennsylvania
Plaintiffs,	*	
	*	
vs.	*	Action to Quiet Title
	*	
JAMES M. BAXTER, et al.,	*	
	*	
Defendants.	*	Number 639 May Term, 1961

AFFIDAVIT OF SERVICE

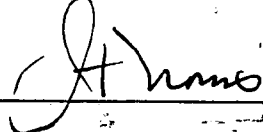
DISTRICT OF COLUMBIA :ss:

Roy H. Woodside, being duly sworn according to law deposes and says that he is a competent adult, his business office being 1145 Nineteenth Street, N. W., Washington 6, D. C., and that he personally served each of the following defendants in the above captioned action with a true and attested copy of the Complaint filed in said action at the times and places hereinafter set forth.

<u>Name of Defendant</u>	<u>Place of Service</u>	<u>Time of Service</u>
Joseph Benjamin	334 Washington Building Washington 5, D. C.	August 21, 1961 at 2:15 P. M., E. D. S. T.
John P. Condon	Room 3714 Labor Dept. Building 14th Street and Constitution Avenue, N. W. Washington, D. C.	August 22, 1961 at 10:45 A. M., E. D. S. T.


Roy H. Woodside

Sworn to and subscribed before me this 22 day of Nov
1961.



My Commission Expires
Feb 14 1966

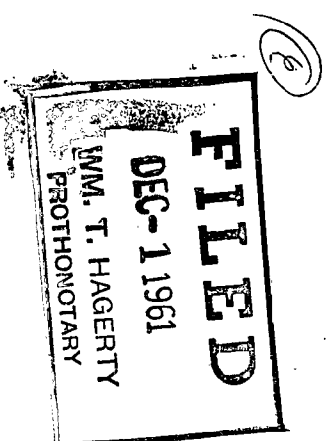
Number 639 May Term 1961

GUY F. MC CRACKEN et al.

VS.

JAMES M. BAXTER et al.

AFFIDAVIT OF SERVICE



DONALD J. DENNISON THOMAS D. STAUFFER
DENNISON & STAUFFER
ATTORNEYS AT LAW
BROOKVILLE, PENNSYLVANIA

GUY F. MC CRACKEN, et al.,

Plaintiffs,

VS.

JAMES M. BAXTER, et al.,

Defendants.*

In the Court of Common Pleas of
Clearfield County, Pennsylvania

Action to Quiet Title

No. 639 of the May Term, 1961

AFFIDAVIT OF SERVICE

ROSE L. VOLINO being duly sworn according to law deposes and
says that she is a competent adult and an officer in the United States Air Force
having the rank of CAPTAIN, and that she personally
served Marvin E. Poland, one of the Defendants in the above captioned action
with a true and attested copy of the Complaint on 3 November 1961
at L. H. Hanscom Field, Bedford, Mass.

Rose L. Volino

Sworn and subscribed before me this 30 day of November 1961

[Signature]
Hq. USAF

[Signature]
Judge Advocate
Hq. ESD, Hanscom Fld.
Mass.

Authorized to administer oaths
and take affidavits with general
powers of Notary Public and US
Counsel, as defined by Art. 136,
UCMJ, and Title 10, USC, Sec. 936

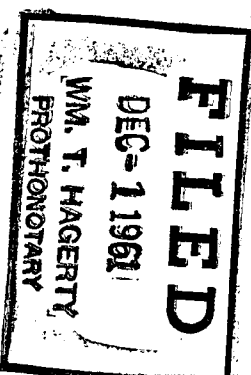
Number 639 May Term, 1961
In the Court of Common Pleas of
Clearfield County, Pennsylvania.

GUY F. MC CRACKEN, et al.
Plaintiffs,

vs.

JAMES M. BAXTER, et al.,
Defendants.

AFFIDAVIT OF SERVICE



DONALD J. DENNISON THOMAS D. STAUFFER
DENNISON & STAUFFER
ATTORNEYS AT LAW
BROOKVILLE, PENNSYLVANIA

GUY F. MC CRACKEN, et al.,	*	In the Court of Common Pleas of
	*	Clearfield County, Pennsylvania
Plaintiffs,	*	
	*	
vs.	*	Action to Quiet Title
	*	
JAMES M. BAXTER, et al.,	*	
	*	
Defendants.	*	Number 639 May Term, 1961

AFFIDAVIT OF SERVICE

STATE OF VIRGINIA

:ss:

COUNTY OF *Falls*

Leo E. Johnson, being duly sworn according to law deposes and says that he is a competent adult and a resident of 1517 Barbour Road, Falls Church, Virginia, and that he personally served each of the following defendants in the above captioned action with a true and attested copy of the Complaint filed in said action at the time and places hereinafter set forth.

<u>Name of Defendant</u>	<u>Place of Service</u>	<u>Time of Service</u>
Lester S. Bell	Pentagon, Washington, D. C.	August 16, 1961 at 1:45 P. M., E. D. S. T.
Edward P. Tiernan	Pentagon, Washington, D. C.	August 16, 1961 at 2:00 P. M., E. D. S. T.
William W. Wiley, Jr.	Pentagon, Washington, D. C.	August 16, 1961 at 2:05 P. M., E. D. S. T.
James V. Cassano	Pentagon, Washington, D. C.	August 16, 1961 at 2:15 P. M., E. D. S. T.
James H. Boak	Pentagon, Washington, D. C.	August 21, 1961 at 12:30 P. M., E. D. S. T.
Duane Schnurr	Pentagon, Washington, D. C.	August 21, 1961 at 12:35 P. M., E. D. S. T.
Arnold B. Mallan	Pentagon, Washington, D. C.	August 21, 1961 at 12:40 P. M., E. D. S. T.

James Grandier	Pentagon, Washington, D. C.	August 21, 1961 at 2:10 P. M., E. D. S. T.
Hyman Fine	Pentagon, Washington, D. C.	August 21, 1961 at 2:15 P. M., E. D. S. T.
Frank Dvorak	Pentagon, Washington, D. C.	August 21, 1961 at 2:20 P. M., E. D. S. T.
Laurens N. Sullivan	Pentagon, Washington, D. C.	August 21, 1961 at 3:25 P. M., E. D. S. T.
Gertrude J. Bell	143 N. Floyd Street, Alexandria, Virginia	August 21, 1961 at 6:20 P. M., E. D. S. T.
Vincent J. Timm	Pentagon, Washington D. C.	August 21, 1961 at 3:30 P. M., E. D. S. T.
Edward C. Moore	Pentagon, Washington, D. C.	August 22, 1961 at 3:30 P. M., E. D. S. T.
Henry C. Davis, Jr.	6312 Carters Lane, East River Dale, Maryland	August 24, 1961 at 6:00 P. M., E. D. S. T.
Beulah B. Davis	6312 Carters Lane, East River Dale, Maryland	August 24, 1961 at 6:00 P. M., E. D. S. T.
Gertrude Fine	4601 Twenty Fifth Street, Mt. Rainier, Maryland	August 24, 1961 at 7:00 P. M., E. D. S. T.
David Fine	4601 Twenty Fifth Street, Mt. Rainier, Maryland	August 24, 1961 at 7:00 P. M., E. D. S. T.
Frank A. Bolton	Rural Route 227, La Palato, Maryland	August 24, 1961 at 9:20 P. M., E. D. S. T.
Robert R. Smith	✓ Arlington Trust Building, Arlington, Virginia	September 4, 1961 at 10:30 P. M., E. D. S. T.
James W. Blackburn	Pentagon, Washington, D. C.	September 8, 1961 at 2:30 P. M., E. D. S. T.
William H. Parkhill	Pentagon, Washington, D. C.	September 20, 1961 at 2:30 P. M., E. D. S. T.
Herbert Sufit	Pentagon, Washington, D. C.	September 20, 1961 at 3:30 P. M., E. D. S. T.
O. M. Scott	Pentagon, Washington, D. C.	September 21, 1961 at 4:10 P. M., E. D. S. T.

Berness M. Sullivan	9404 Seddon Drive, Bethesda 14, Maryland	September 22, 1961 at 4:05 P. M., E. D. S. T.
James C. Reid	NIH Building 10, Washington, D. C.	September 26, 1961 at 12:30 P. M., E. D. S. T.
Clifford F. Johnson	2016 Brad Street, Falls Church, Virginia	August 30, 1961, at 2:30 P. M., E. D. S. T.
Charles L. Davis	717 Wallace Drive, Falls Church, Virginia	September 14, 1961 at 9:30 P. M., E. D. S. T.
Mrs. Carl W. Steinkamp	6703 Front Roayal Road, Springfield, Virginia	September 27, 1961 at 5:00 P. M., E. D. S. T.

Leo E. Johnson
Leo E. Johnson

Sworn to and subscribed before me this 27th day of November
1961.

George T. McPherson
Notary Public for the State of Maryland

My Commission Expires 7/28/63

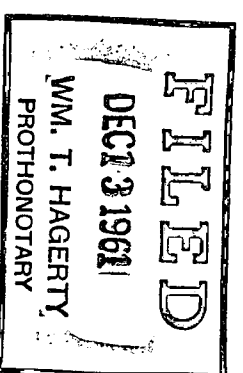
Number 639 May Term, 1961
In the Court of Common Pleas of
Clearfield County, Pennsylvania

GUY F. MC CRACKEN et al.,
Plaintiffs,

vs.

JAMES M. BAXTER, et al.,
Defendants.

AFFIDAVIT OF SERVICE



DONALD J. DENNISON THOMAS D. STAUFFER
DENNISON & STAUFFER
ATTORNEYS AT LAW
BROOKVILLE, PENNSYLVANIA

GUY F. MC CRACKEN, et al.,

Plaintiffs,

vs.

JAMES M. BAXTER, et al.,

Defendants.

In the Court of Common Pleas of
Clearfield County, Pennsylvania

Action to Quiet Title

Number 639 May Term, 1961

AFFIDAVIT OF SERVICE

STATE OF WISCONSIN

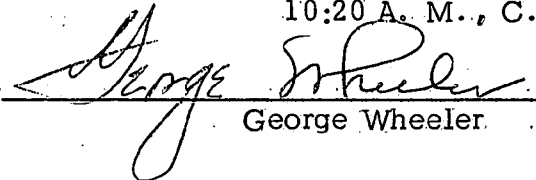
:ss:

COUNTY OF PIERCE

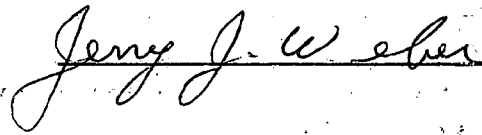
George Wheeler, being duly sworn according to law deposes and says that he is a competent adult and a deputy sheriff and that he personally served each of the following defendants in the above captioned action with a true and attested copy of the Complaint filed in said action at the times and places hereinafter set forth.

<u>Name of Defendant</u>	<u>Place of Service</u>	<u>Time of Service</u>
Freeman Galoff	Elmwood, Wisconsin	September 7, 1961 at 7:30 P. M., C. S. T.
Earl M. Gilles	Elmwood, Wisconsin	August 21, 1961 at 1:15 P. M., C. S. T.
Glenn L. Heit	701 E. Prospect Street, Durand, Wisconsin	September 6, 1961 at 5:45 P. M., C. S. T.
Forest H. Johnson	Elmwood, Wisconsin	August 31, 1961 at 11:00 A. M., C. S. T.
Mildred W. Johnson	Elmwood, Wisconsin	August 31, 1961 at 11:05 A. M., C. S. T.
William Komro	Durand, Wisconsin	September 6, 1961 at 4:25 P. M., C. S. T.
Myrtle Rhiel	Elmwood, Wisconsin	August 31, 1961 at 2:00 P. M., C. S. T.
Hugo Sailer	Elmwood, Wisconsin	August 31, 1961 at 2:45 P. M., C. S. T.

Pauline Sailer	Elmwood, Wisconsin	August 31, 1961 at 2:50 A. M., C. S. T.
Leon Schoeder	Elmwood, Wisconsin	August 31, 1961 at 11:45 A. M., C. S. T.
Bernard A. Schuler	Elmwood, Wisconsin	August 31, 1961 at 11:25 A. M., C. S. T.
Robert F. Schuler	Elmwood, Wisconsin	August 31, 1961 at 11:30 A. M., C. S. T.
Frank Springer	Elmwood, Wisconsin	August 31, 1961 at 1:30 P. M., C. S. T.
Morris Duane Webb	Elmwood, Wisconsin	August 31, 1961 at 3:30 P. M., C. S. T.
Lawrence Weber	Elmwood, Wisconsin	August 31, 1961 at 11:10 A. M., C. S. T.
Raymond M. Weber	Elmwood, Wisconsin	August 31, 1961 at 12:30 P. M., C. S. T.
Anthony T. Weix	Elmwood, Wisconsin	August 31, 1961 at 10:15 A. M., C. S. T.
Kathlyn M. Weix	Elmwood, Wisconsin	August 31, 1961 at 10:20 A. M., C. S. T.


George Wheeler

Sworn to and subscribed before me this 24th day of Nov.
1961.



My Commission Expires 5-27-62

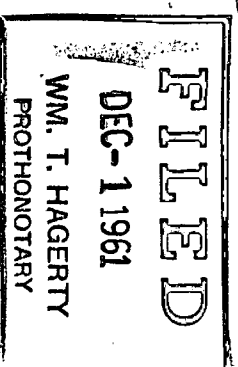
Number 639 May Term 1961

GUY F. MC CRACKEN et al.

VS.

JAMES M. BAXTER et al.

⁶ AFFIDAVIT OF SERVICE



DONALD J. DENNISON THOMAS D. STAUFFER
DENNISON & STAUFFER
ATTORNEYS AT LAW
BROOKVILLE, PENNSYLVANIA

GUY F. MC CRACKEN, et al.,

Plaintiffs,

vs.

JAMES M. BAXTER, et al.,

Defendants.

*
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*
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In the Court of Common Pleas of
Clearfield County, Pennsylvania

Action to Quiet Title

No. 639 of the May Term, 1961

AFFIDAVIT OF SERVICE

STATE OF MINNESOTA

:ss:

COUNTY OF RAMSEY

Edward C. Stringer, being duly sworn according to law, deposes and says that he is a competent adult, and an Attorney at Law, having offices at St. Paul, Minnesota and that he personally served Earl F. Sagstetter, one of the Defendants in the above entitled action with a true and attested copy of the Complaint on *November 3, 1961* at *St. Paul, Minnesota*

Edward C. Stringer
Edward C. Stringer

Sworn and subscribed before me this *3rd* day of *November* 1961.

Lillian Crandall

LILLIAN CRANDALL
Notary Public, Ramsey County, Minn.
My Commission Expires Nov. 20, 1967.

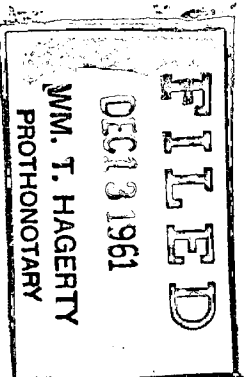
Number 639 May Term 1961

GUY F. MC CRACKEN et al.

VS.

JAMES M. BAXTER et al.

AFFIDAVIT OF SERVICE



DONALD J. DENNISON THOMAS O. STAUFFER
DENNISON & STAUFFER
ATTORNEYS AT LAW
BROOKVILLE, PENNSYLVANIA

GUY F. MC CRACKEN, et al.,	*	In the Court of Common Pleas of
	*	Clearfield County, Pennsylvania
Plaintiffs,	*	
	*	
vs.	*	
	*	Action to Quiet Title
JAMES M. BAXTER, et al.,	*	
	*	
Defendants.	*	No. 639 of the May Term, 1961

AFFIDAVIT OF SERVICE

Milton N. Shifflett being duly sworn according to law deposes and says that he is a competent adult and an officer in the United State Air Force having the rank of Captain, and that he personally served Claude K. Rupert, one of the Defendants in the above captioned action with a true and attested copy of the Complaint on November 20, 1961 at Det 1, 1141st USAF Special Activities Squadron, APO 55, NY, NY.

Milton N. Shifflett

Sworn and subscribed before me this 22nd day of November 1961.

Gordon L. Blood
 GORDON L. BLOOD, Captain, USAF
 Summary Court-Martial, MCM 1951, 10USC
 1141 USAF Sp Acty Sq, APO 55, NY, NY

Number 639 May Term 1961

GUY F. MC CRACKEN a1.

VS.

JAMES M. BAXTER a1.

AFFIDAVIT OF SERVICE

FILED
DEC-1 1961
WM. T. HAGERTY
PROTHONOTARY

DONALD J. DENNISON THOMAS D. STAUFFER
DENNISON & STAUFFER
ATTORNEYS AT LAW
BROOKVILLE, PENNSYLVANIA

GUY F. MC CRACKEN, et al.,

Plaintiffs,

vs.

JAMES M. BAXTER, et al.,

Defendants.

In the Court of Common Pleas of
Clearfield County, Pennsylvania

Action to Quiet Title

No. 639 of the May Term, 1961

AFFIDAVIT OF SERVICE

STATE OF NEBRASKA

:SS:

COUNTY OF LANCASTER

Lloyd I. Bevans, being duly sworn according to law, deposes and says that he is a competent adult, and an Attorney at Law, having offices at Waverly, Nebraska; and that he personally served Willis L. Johnson, one of the Defendants in the above entitled action with a true and attested copy of the Complaint on *Nov 7th* at *11:30 A.M. C.S.T.*

Lloyd I. Bevans
Lloyd I. Bevans

Sworn and subscribed before me this *7th* day of *November* 1961.

Donita J. Hagemeier

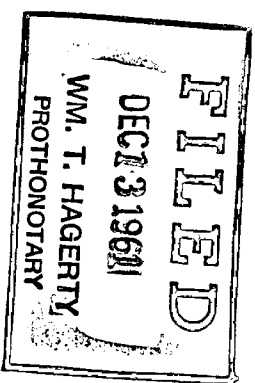
No. 639 May Term 1961

GUY F. MC CRACKEN et al.

VS.

JAMES M. BAXTER et al.

AFFIDAVIT OF SERVICE



DONALD J. DENNISON THOMAS D. STAUFFER
DENNISON & STAUFFER
ATTORNEYS AT LAW
BROOKVILLE, PENNSYLVANIA

GUY F. MC CRACKEN, et al.,

Plaintiffs,

vs.

JAMES M. BAXTER, et al.,

Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
*
*
*
*
* Action to Quiet Title
*
*
* No. 639 of the May Term, 1961

AFFIDAVIT OF SERVICE

STATE OF IDAHO

:ss:

COUNTY OF BONNER

Robert E. Butigan

~~Barwin D. Cogswell~~, being duly sworn according to law, deposes

and says that he is a competent adult, ~~and an Attorney at Law~~, having offices at Sandpoint, Idaho, and that he personally served Earl O. Smith, Jr., one of the Defendants in the above entitled action with a true and attested copy of the Complaint on *Nov. 13-1961* at *Rt #1 - SANDPOINT, IDAHO.*

Robert E. Butigan

~~Barwin D. Cogswell~~

Robert E. Butigan

Sworn and subscribed before me this *13th* day of *November*

1961.

Estelle Jacobson
Notary Public

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GUY F. McCracken, Glenn D.
DOVERSPIKE and LEO E.
JOHNSON

VS

No. 639 May Term, 1961

JAMES M. BASTER, et al

PRAECIPE FOR APPEARANCE DE BENE ESSE

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Enter our appearance de bene esse on behalf of the following named Defendants for the sole purpose of questioning jurisdiction of the Court in the above captioned proceeding:

1. Mr. Frank A. Bolton
2. Major James M. Baxter
3. Mr. Ralph Bender
4. Mr. Joseph Benjamin
5. Mr. James W. Blackburn
6. Mr. & Mrs. James H. Boak
7. Mrs. Virginia F. Cassell
8. Mr. and Mrs. Frank W Dvorak
9. Mr. David Fine.
10. Mr. Hyman Fine
11. Col. Robert J. Dixon
12. Mr. Freeman Faloff
13. Mr. Jack Grandier
14. Co-AM Associates by Mervin G. Hall, Trustee Ad Litem
15. Mr. Mervin G. Hall
16. Mr. Willis L. Johnson
17. Mr. Harry R. Lancaster
18. Mr. Nathan M. Lubar
19. Col. William H. Parkhill
20. Col. Marvin E. Poland
21. Mr. D.V. Schnurr
22. Col. O.M. Scott
23. Col. Earl O. Smith, Jr.
24. Mr. Robert R. Smith
25. Elizabeth Fedward J. Stealy
26. Mrs. Dorothy Dale Steinkamp
27. Mr. and Mrs. Anthony Weix
28. Major and Mrs. Keith Wilson
29. Brig. Gen. Elmer W. Young
30. Mr. Vincent Timm
31. Mr. Edward C. Moore
32. Mr. James C. Raid
33. Mr. Joseph C. Herrin
34. Mr. John T. Condon.

SMITH, SMITH & WORK

BY *Joseph P. Work*
Attys. for above named
Defendants

Dated: Sept. 8, 1961

Dated: Sept. 8, 1961

Defendants
Attys. for above named
BY *[Signature]*
SMITH, SMITH & WORK

FILED
SEP-8 1961
WM. T. HAGERTY
PROTHONOTARY

34. Mr. John T. Condon.
33. Mr. Joseph C. Herrin
32. Mr. James C. Raid
31. Mr. Edward C. Moore
30. Mr. Vincent Timm
29. Brig. Gen. Elmer W. Young
28. Major and Mrs. Keith Wilson
27. Mr. and Mrs. Anthony Weix
26. Mrs. Dorothy Dale Steinkamp
25. Elizabeth Fedward J. Stealy
24. Mr. Robert R. Smith
23. Col. Earl O. Smith, Jr.
22. Col. O.M. Scott
21. Mr. D.V. Schnurr
20. Col. Marvin E. Poland
19. Col. William H. Parkhill
18. Mr. Nathan M. Lubar
17. Mr. Harry R. Lancaster
16. Mr. Willis L. Johnson
15. Mr. Mervin G. Hall
14. Co-AM Associates by Mervin G. Hall, Trustee Ad Litem
13. Mr. Jack Grandier
12. Mr. Freeman Faloff
11. Col. Robert J. Dixon
10. Mr. Hyman Fine
9. Mr. David Fine
8. Mr. and Mrs. Frank W. Dvorak
7. Mrs. Virginia F. Cassell
6. Mr. & Mrs. James H. Boak
5. Mr. James W. Bickburn
4. Mr. Joseph Benjamin
3. Mr. Ralph Bender
2. Major James M. Baxter
1. Mr. Frank A. Bolton

dition of the Court in the above captioned proceeding:
ing named Defendants for the sole purpose of questioning juria-
Enter our appearance de bene esse on behalf of the follow-

SIR:

TO WILLIAM T. HAGERTY, PROTHONOTARY

FRAECIPE FOR APPEARANCE DE BENE ESSE

JAMES M. BASTER, et al

VS

No. 639 May Term, 1961

JOHNSON
DOVERSPIKE and LEO E.
GUY F. MCCracken, GLENN D.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GUY F. McCRACKEN et al

VERSUS

JAMES M. BAXTER, et al

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

No. 639 Term May 19 61

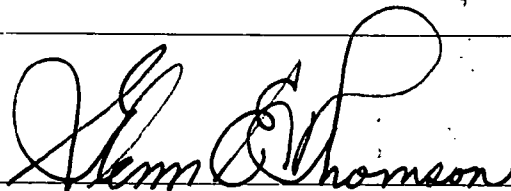
To Carl E. Walker

Prothonotary.

Sir: ~~Enter~~ ~~XXXXXXXXXXXX~~ ~~appearance for~~

File the attached Affidavit of Publication made pursuant to the Court
Order of January 2, 1962

in above case.



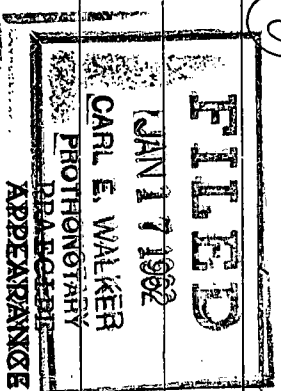
Attorney for Plaintiffs

No. 639 Term May 19 61

GUY F. MCCrackEN et al

vs.

JAMES M. BAXTER et al



For filing the attached Affidavit of Publication made pursuant to court order of January 2, 1962 in above case.

**PROOF OF PUBLICATION OF NOTICE APPEARING IN THE DUBOIS-COURIER-EXPRESS
PUBLISHED BY COURIER-EXPRESS PUBLISHING COMPANY**

Under Act No. 587, Approved May 16, 1929, P. L. 1784

STATE OF PENNSYLVANIA }
COUNTY OF CLEARFIELD }

SS:

M. L. Bloom, General Mgr.

of The DuBois Courier-Express,

of the County, and State aforesaid, being duly sworn, deposes and says that **The DuBois Courier-Express** is a daily newspaper published by Courier-Express Publishing Company at 56-58 West Long Avenue, City of DuBois, County and State aforesaid, which was established in the year 1879, since which date said daily newspaper has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the daily newspaper on the following dates, viz: the *4th & 11th*

day of *January*, A.D., 19*62*

Affiant further deposes that he is an officer duly authorized by **The DuBois Courier-Express**, a daily newspaper, to verify the foregoing statement under oath and also declared that affiant is not interested in the subject matter of the aforesaid notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

COURIER-EXPRESS PUBLISHING COMPANY

Publisher of

THE DUBOIS COURIER-EXPRESS

By *M. L. Bloom, General Mgr.*

Sworn and subscribed to before me this *12th* day of *JAN*, 19*62*

Meritt J. Jones
Notary Public
DuBois, Clearfield Co., Pa.
My Commission expires Jan. 16, 1969

Statement of Advertising Costs

COURIER-EXPRESS PUBLISHING COMPANY

Publisher of

THE DUBOIS COURIER-EXPRESS

DuBois, Pa.

To *Thomas D. Stauffer, att. Dr.*
(action to quiet title - McCracken)

For publishing the notice or advertisement attached hereto on the above stated dates \$ *14.72*

Probating same \$ *50*

Total \$ *15.22*

Receipt for Advertising Costs

A daily newspaper hereby acknowledges receipt of the aforesaid advertising costs and the same have been fully paid.

Pa.

COURIER-EXPRESS PUBLISHING COMPANY

Publisher of

THE DUBOIS COURIER-EXPRESS

By

This is the original Proof of Publication and Receipt for the Advertising costs

ATTORNEY FOR

In the Court of Common Pleas of Clearfield County, Pennsylvania.

GUY F. McCRACKEN et al.,
Plaintiffs,

vs.

JAMES M. BAXTER et al.,
Defendants.

Action to Quiet Title.

Number 639 May Term 1961.

TO DUAN M. BJERKE, WILLIAM V. DAVIS AND DAVID T. McKNIGHT:

You are hereby notified that the above entitled action has been commenced against you and others for the determination of the respective right, title and interest of the parties in said action in a certain gas lease commonly known as "Green Glen," which was assigned by Lee E. Minter et ux. to S. W. Jack Drilling Company, Inc., by written assignment recorded in the office of the Recorder of Deeds for Clearfield County, Pennsylvania, in Miscellaneous Book 118, page 142, for the oil and gas rights under 1200 acres located in the Township of Sandy, County of Clearfield, State of Pennsylvania. This notice is made pursuant to an Order of the Court of Common Pleas of Clearfield County, Pennsylvania dated January 2, 1962.

Thomas D. Stauffer,
Glenn E. Thomson,
Attorneys for Plaintiffs

T
and public

Office: 56
Established

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in the sub

Ray J. McCracken
et al

VERSUS

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

James M. Baxter et al

No. 639

Term

May

1961

To Wm. T. Hager

Prothonotary.

Sir: Enter

appearance for

S. W. Jack

in above case.

Attorney for

S. W. Jack
Dilling Co.

No. _____ Term _____ 19__

VS.

APPEARANCE

For _____



GUY F. MC CRACKEN et al.,
Plaintiffs,

vs.

JAMES M. BAXTER et al.,
Defendants

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania.
*
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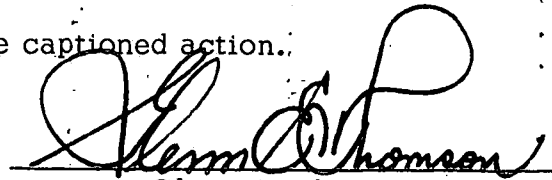
* Action to Quiet Title
*
*
*

* No. 639 May Term 1961


PRAECIPE TO REINSTATE COMPLAINT

TO WILLIAM T. HAGERTY, PROTHONOTARY:

Reinstate the Complaint in the above captioned action.


Glenn E. Thomson

Nov. 28, 1961


Thomas D. Stauffer

Attorneys for Plaintiffs

No. 639 May Term 1961

In the Court of Common Pleas of
Clearfield County, Pennsylvania.

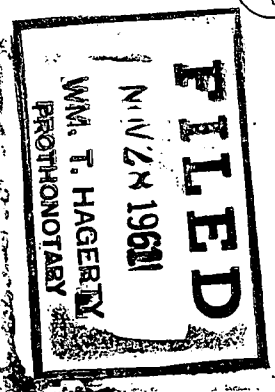
GUY F. MC CRACKEN ET AL.,

vs.

JAMES M. BAXTER ET AL.

PRAECIPE TO REINSTATE COMPLAINT

(6)



Glenn E. Thompson
Dennison & Stauffer
Attorneys at Law

Plaintiff,

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania.

Defendant.


* Action to Quiet Title

* Number 639 May Term 1961

TO WILLIAM T. HAGERTY, PROTHONOTARY:

Reinstate the Complaint in the above entitled matter.

in the above entitled matter.


Glenn E. Thomson

DENNISON & STAUFFER

By David J. Nelson

October 29, 1961

No. 639 May Term 1961
In the Court of Common Pleas of
Clearfield County, Pennsylvania.

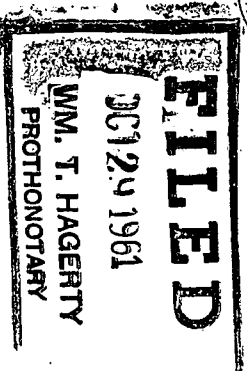
GUY F. MC CRACKEN et al.

vs.

JAMES M. BAXTER et al.,

PRACIPE TO REINSTATE COMPLAINT

6



Glenn E. Thomson
Dennison & Stauffer

In the Court of Common Pleas of Clearfield County, Pennsylvania No. <u>634 May Term, 1961</u>	
Guy F. McCracken, Glenn D. Doverspike and Leo E. Johnson, Plaintiffs	
versus	
James M. Baxter et al., Defendants	
ACTION TO QUIET TITLE	
To the within named defendants: You are hereby notified to plead to the enclosed Action to Quiet Title within twenty (20) days from service hereof.	
<i>300</i> <i>Glenn E. Thomson</i> Attorneys for Plaintiffs	
GLENN E. THOMSON Attorney-at-Law Clearfield, Pa. CALLAS AND MILLARD ATTORNEYS AT LAW KITTANNING, PA. Dennison & Stauffer Attorneys at Law BROOKVILLE, PA.	

59 copies C.T.
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3450
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In the Court of Common Pleas of Clearfield County, Pennsylvania
No. 634 May Term, 1961.

Guy F. McCracken, Glenn D. Doverspike and Leo E. Johnson,
Plaintiffs,

versus

⁵⁵James M. Baxter, ⁸³Ralph A. Bender, ⁴¹Gertrude J. Bell and ⁶¹Lester S. Bell,
⁵¹Joseph Benjamin, ³¹Duan M. Bjerke, ⁵¹James W. Blackburn, ⁵⁶James H. Boak,
³¹Frank A. Bolton, ⁵³James V. Cassano, ³¹Mrs. E. M. Cassell, ³John P. Condon,
²⁶Charles L. Davis, ⁶¹Henry C. Davis, Jr. and ³Beulah B. Davis, ⁵⁶William V. Davis,
⁸³Robert L. Dixon, ³¹Frank Dvorak, ³David Fine and ⁶¹Gertrude Fine, ³Hyman Fine,
²¹Freeman Galoff, ³¹Earl M. Gilles, ¹¹¹Go-Am Associates, an unincorporated asso-
ciation, by ³¹Mervin G. Hall, its treasurer, trustee ad litem, ³³Jack Grandier,
⁶¹Mervin G. Hall, ⁵¹Glen L. Heit, ³Joseph C. Herron, ³Clifford F. Johnson, ³³Forest
H. Johnson and ¹⁰³Mildred W. Johnson, ¹⁰³Willis L. Johnson, ¹⁰³William Komro,
⁴³Harry R. Lancaster, ⁷¹Nathan M. Lobar, ⁶¹Arnold B. Mallam, ⁶¹David T. McKnight,
⁶¹Edward C. Moore, ⁶¹William H. Parkhill, ⁶¹Marvin E. Poland, ⁶¹James C. Reid,
⁶¹Myrtle Rhiel, ⁶¹Claude K. Rupert, ⁶¹Earl F. Sagstetter, ⁶¹Hugh Sailer and ⁶¹Pauline
Sailer, ⁶¹Duane V. Schnurr, ⁶¹Leon Schroeder, ⁶¹Bernard A. Schuler and ⁶¹Robert F.
Schuler, ⁶¹O. M. Scott, ⁶¹Earl O. Smith, Jr., ⁶¹Robert R. Smith, ⁶¹Frank Springer,
⁶¹Edward J. Stealy and ⁶¹Elizabeth F. Stealy, ⁶¹Carl W. Steinkamp, ⁶¹Herbert Sufit,
⁶¹Laurens N. Sullivan and ⁶¹Berness M. Sullivan, ⁶¹Edward P. Tiernan, ⁶¹Vincent J.
Timm, ⁶¹Morris Duane Webb, ⁶¹Laurence Weber, ⁶¹Raymond M. Weber, ⁶¹Anthony T.
Weix and ⁶¹Kathlyn M. Weix, ⁶¹William W. Wiley, Jr., ⁶¹Keith G. Wilson and
⁶¹Barbara M. Wilson, ⁶¹Elmer W. Young, and ⁶¹S. W. Jack Drilling Company, Inc.,
a Pennsylvania corporation,

and, if any of the aforementioned defendants shall be dead, then their surviving
spouses, heirs, next of kin, devisees, distributees and personal representa-
tives, and,

if any of the aforementioned defendants, their heirs, next of kin, devisees,
distributees or personal representatives shall have assigned or otherwise
transferred their interest, if any, in or to a share of the net operational profits
of a certain gas or oil well located in Union Township, Clearfield County, Penn-
sylvania, and known as the #1 Bender-Harris Well, or if any successor shall
have succeeded to such interest, then their assigns, transferees, and
successors, and

generally all persons having or claiming any interest in or to those certain gas
or oil wells, known as Green Glen No. 1-1, Green Glen No. 1-2, Green Glen No.
1-3 and Green Glen No. 1-4, all located upon that certain tract of land located in
Sandy Township, Clearfield County, Pennsylvania, described in the complaint
herein and known as the Green Glen leasehold, by virtue of having an interest
in the net operational profits of that certain gas or oil well above mentioned,
known as the #1 Bender-Harris Well,

Defendants.

COMPLAINT
ACTION TO QUIET TITLE

1. Plaintiffs are individuals, and their names and respective places
of residence are as follows:

Guy F. McCracken, 413 Euclid Avenue, New Castle, Pa.

Glenn D. Doverspike, Dayton, Armstrong County, Pa.

Leo E. Johnson, 1517 Barbour Road, Falls Church, Va.

2. The following persons, named as defendants in this action, are individuals, and their names and postoffice addresses are as follows:

James M. Baxter, 226 Rogers Drive, Falls Church, Virginia.

Ralph A. Bender, P.O. Box 12172, 3224 Peachtree Road, NW, Atlanta 5, Georgia.

Gertrude J. Bell and Lester S. Bell, 143 N. Floyd St., Alexandria, Virginia.

Joseph Benjamin, 6817 Georgia Ave., NW, Washington, D. C.

Duan M. Bjerke, 1776 Pennsylvania Ave., U.S. Information Agency, Washington, D. C.

James W. Blackburn, 304 Woodley Place, Falls Church, Virginia.

James H. Boak, 4527 Yuma St., NW., Washington 16, D. C.

Frank A. Bolton, LaPlata, Maryland.

James V. Cassano, 4424-3rd St. SE, Washington 20, D. C.

Mrs. E. M. Cassell, 2322 N. Stafford St., Arlington, Virginia.

John P. Condon, DCS/Personnel, Hdq-USAFE, APO 633, N. Y.

Charles L. Davis, 717 Wallace Drive, Falls Church, Virginia.

Henry C. Davis, Jr. and Beulah B. Davis, 6312 Carters Lane, East Riverdale, Maryland.

William V. Davis, 6916 Beryl R., Bren Mar Pk.,
Alexandria, Virginia.

Robert L. Dixon, 1449 S. 28th St., Arlington,
Virginia.

Frank Dvorak, 2228- 39th Place, NW. Washington 7,
D. C.

David Fine and Gertrude Fine, 4601 - 25th St., Mt.
Rainier, Maryland.

Hyman Fine, 8908 Spring Valley Rd., Chevy Chase,
Maryland.

Freeman Galoff, Elmwood, Wisconsin.

Earl M. Gilles, Elmwood, Wisconsin.

Jack Grandier, 220 Dale Drive, Silver Spring, Maryland.

Mervin G. Hall, 3834 Mt. Vernon Ave., Alexandria,
Virginia.

Glen L. Heit, 701 E. Prospect St., Durand, Wisconsin.

Joseph C. Herrin, HQS USAFE, DCS/Pers. APO 633, N. Y.

Clifford F. Johnson, 2016 Brad St., Falls Church,
Virginia.

Forest H. Johnson and Mildred W. Johnson, Elmwood,
Wisconsin.

Willis L. Johnson, Waverly, Nebraska.

William Komro, Durand, Wisconsin.

Harry R. Lancaster, 260 Los Cerros Dr., Kentfield,
California.

Nathan M. Lubar, 1420 K St., NW., Washington, D. C.

Arnold B. Mallam, Route 4, Box 364, Fairfax, Virginia.

David T. McKnight, Route 3, Box 99, McLean, Virginia.

Edward C. Moore, 2030 G Street, NW., Washington 6,
D. C.

William H. Parkhill, 5060 N. 37th Street, Arlington,
Virginia.

Marvin E. Poland, SEAPO-MOP, APO 146, San Francisco, Calif.

James C. Reid, 8205 Grubb Road, Silver Spring, Maryland.

Myrtle Rhiel, Elmwood, Wisconsin

Claude K. Rupert, 1141 USAF SP. Acty Sq., Det. 1., APO 55, New York, N. Y.

Earl F. Sagstetter, Eau Galle, Wisconsin.

Hugo Sailer and Pauline Sailer, Elmwood, Wisconsin.

Duane V. Schnurr, 1515 Strathmore St., Falls Church, Va.

Leon Schroeder, Elmwood, Wisconsin.

Bernard A. Schuler and Robert F. Schuler, Elmwood, Wisconsin.

O. M. Scott, 2909 Mayer Place, Alexandria, Virginia.

Earl O. Smith, Jr., Route 1, Sandpoint, Idaho.

Robert R. Smith, 2314 Chester Drive, Falls Church, Virginia.

Frank Springer, MD, Elmwood, Wisconsin.

Edward J. Stealy and Elizabeth F. Stealy, Quarters #4150, USAF Academy, Colorado.

Carl W. Steinkamp, 6703 Front Roayal Rd., Springfield, Va.

Herbert Sufit, 4306 - 31st St., N., Arlington, Va.

Laurens N. Sullivan and Berness M. Sullivan, 9404 Seddon Drive, Bethesda 14, Maryland.

Edward P. Tiernan, 10 North Greendrier St., Arlington 3, Va.

Vincent J. Timm, 2201 Highwood Drive, SE, Washington 20, D. C.

Morris Duane Webb, Elmwood, Wisconsin.

Laurence Weber, Elmwood, Wisconsin.

Raymond M. Weber, Elmwood, Wisconsin.

Anthony T. Weix and Kathlyn M. Weix, Elmwood, Wisconsin.

William W. Wiley, Jr., 5314 McKinley St., Bethesda 14, Md.

Keith G. Wilson and Barbara M. Wilson, 4130 Fir St., SW,
Tacoma 99, Washington.

Elmer W. Young, 3431 N. George Mason Drive,
Arlington 7, Virginia.

3. Go-Am Associates, named as a defendant in this action by its treasurer, Mervin G. Hall, as trustee ad litem, is an unincorporated association conducting a business or engaging in an activity under a common name, to wit, Go-Am Associates. Upon information and belief, the office and place of business of the said association is at No. 3834 Mount Vernon Avenue, Alexandria, in the Commonwealth of Virginia. The names and addresses of the persons having interests in the said association, by ownership or otherwise, are unknown to the plaintiffs.

4. S. W. Jack Drilling Company, Inc., named as a defendant in this action, is a Pennsylvania corporation. Its registered office and principal place of business is located in Avonmore, Westmoreland County, Pennsylvania. The said S. W. Jack Drilling Company, Inc., is also sometimes known as S. W. Jack Drilling Company or as S. W. Jack Drilling Co.

5. This action is brought to determine the plaintiffs' right, title or interest of, in or to that certain parcel of land, containing approximately 1200 acres, located in Sandy Township, Clearfield County, Pennsylvania, and more particularly described as set forth in Exhibit G, annexed hereto and made a part hereof. The said premises are the same premises mentioned at paragraph 15 hereof and hereinafter referred to as the Green Glen leasehold. An action of ejectment will not lie to determine plaintiffs' right, title or interest therein.

6. On or about November 9, 1957, the plaintiffs, as lessees, entered into a certain lease, for oil and gas purposes, of premises containing 10 acres more or less, situated in Union Township, Clearfield County, Pennsylvania, with Gordon Bender and Hilda Bender, his wife, owners and titleholders of the said premises, as lessors. The said lease was recorded in the Recorder's Office in and for Clearfield County, Pennsylvania, on November 13, 1957, at Miscellaneous Book Vol. 108, page 412. The matter contained in the said record is incorporated herein by reference.

7. Prior to drilling for oil or gas upon the premises affected by the lease described at Paragraph 6 hereof, the plaintiffs as lessees entered into another lease, for oil and gas purposes, of premises containing 25 acres more or less, adjoining the said premises, making a combined tract of 35 acres more or less. The said combined tract is hereinafter referred to as the Bender-Harris lease.

8. In or about December, 1957, plaintiffs proposed to develop the Bender-Harris lease by drilling for oil or gas. Plaintiffs agreed that plaintiffs Guy F. McCracken and Glenn D. Doverspike should have authority to manage and control the initial drilling venture, to be known, and hereinafter referred to as the #1 Bender-Harris Well. Plaintiffs further agreed that Guy F. McCracken and Glenn D. Doverspike should have authority to enter into, and to execute as "operators" of the #1 Bender-Harris Well, agreements in writing, in form and substance as set forth in the form of instrument annexed hereto, marked Exhibit A, and made a part hereof, with such persons as might care to enter into such agreements as "interestholders".

9. Thereafter plaintiffs Guy F. McCracken and Glenn D.

Doverspike, as operators of the #1 Bender-Harris Well, entered into and executed agreements in writing, in form and substance as set forth in Exhibit A hereto, with plaintiff Leo E. Johnson as an interestholder, with themselves, individually, as interestholders, and with the defendants named in paragraphs 2, 3 and 4 hereof as interestholders, assigning to such interestholders fractional shares in the net operational profits of the #1 Bender-Harris Well, as defined and provided in the said form of agreement, Exhibit A hereto, as follows:

<u>Interestholders</u>	<u>Plaintiffs</u>	<u>Assigned share of profits</u>
Guy F. McCracken		3/128
Glenn D. Doverspike		1/64
Leo E. Johnson		1/128
	<u>Defendants</u>	
James M. Baxter		1/64
Ralph A. Bender		3/64
Gertrude J. Bell and Lester S. Bell		1/128
Joseph Benjamin		1/64
Duan J. Bjerke		1/64
James W. Blackburn		1/64
James H. Boak		1/128
Frank A. Bolton		1/128
James V. Cassano		1/128
Mrs. E. M. Cassell		1/64
John P. Condon		1/64
Charles L. Davis		1/128
Henry C. Davis, Jr. and Beulah B. Davis		1/128
William V. Davis		1/128
Robert L. Dixon		1/64
Frank Dvorak		3/128
David Fine and Gertrude Fine		1/128
Hyman Fine		1/128
Freeman Galoff		1/128
Earl M. Gilles		1/64
Jack Grandier		1/192
Mervin G. Hall		1/64
Glen L. Heit		1/64

<u>Interestholder</u>	<u>Assigned share of profits</u>
Joseph C. Herrin	1/64
Clifford F. Johnson	1/128
Forest H. Johnson and Mildred W. Johnson	1/32
Willis L. Johnson	1/64
William Komro	1/64
Harry R. Lancaster	1/128
Nathan M. Lubar	1/32
Arnold B. Mallam	1/128
David T. McKnight	1/64
Edward C. Moore	1/64
William H. Parkhill	1/64
Marvin E. Poland	1/128
James C. Reid	1/32
Myrtle Rhiel	1/64
Claude K. Rupert	1/64
Earl F. Sagstetter	1/64
Hugo Sailer and Pauline Sailer	1/64
Duane V. Schnurr	1/128
Leon Schroeder	1/64
Bernard A. Schuler and Robert F. Schuler	3/128
O. M. Scott	1/128
Earl O. Smith, Jr.	1/64
Robert R. Smith	3/128
Frank Springer, MD	1/64
Edward J. Stealy and Elizabeth F. Stealy	3/128
Carl W. Steinkamp	1/64
Herbert Sufit	1/64
Laurens N. Sullivan and Berness M. Sullivan	1/192
Edward P. Tiernan	1/192
Vincent J. Timm	1/64
Morris Duane Webb	1/64
Laurence Weber	1/64
Raymond M. Weber	1/128
Anthony T. Weix and Kathlyn M. Weix	1/64
William W. Wiley, Jr.	1/128
Keith G. Wilson and Barbara M. Wilson	1/64
Elmer W. Young	1/64
Go-Am Associates	1/64
S. W. Jack Drilling Company, Inc.	1/16

10. On or about January 3, 1958, plaintiffs, as lessees and parties of the first part, and defendant, S. W. Jack Drilling Company, Inc., as drilling contractor and party of the second part, entered into and executed an agreement in writing for the drilling and hydrafracturing of

the #1 Bender-Harris Well. A copy of the said agreement in writing is annexed hereto, marked Exhibit B, and made a part hereof.

11. Pursuant to the said drilling contract, Exhibit B hereto, the #1 Bender-Harris Well was drilled, fractured and completed. Initially the well produced gas in commercial quantities, but, shortly after the well was completed, the gas-producing strata became flooded with salt water, and the well became commercially unproductive. In spite of efforts to restore the well to a productive condition, all production from the well failed completely in November, 1959.

12. Upon the failure of commercial gas production from the #1 Bender-Harris Well in November, 1959, the plaintiffs Guy F. McCracken and Glenn D. Doverspike determined to plug and abandon the well. At this time all funds received by the said plaintiffs from the several interest-holders pursuant to the agreements made as averred in paragraph 9 hereof and from the sale of gas from the well had been applied to or obligated for the payment of the cost and expenses of developing, treating and operating the well, except net operational profits in the amount of approximately \$460.64, which sum was then or subsequently distributed to the interest-holders. At this time there were no further net operational profits for distribution among the interestholders nor any surplus monies for refund to the interestholders.

13. On or about November 25, 1959, the defendant, S. W. Jack Drilling Company, Inc., made the plaintiffs the following offer in substance:

(1) S. W. Jack Drilling Company, Inc., would plug the #1 Bender-Harris Well in conformity to the laws of Pennsylvania.

(2) S. W. Jack Drilling Company, Inc., would pull and remove from the #1 Bender-Harris Well so much of the casing, tubing, Christmas tree equipment and other equipment and materials then installed in the well as might be salvageable, such salvage materials when removed to be and become the property of S. W. Jack Drilling Company, Inc.

(3) S. W. Jack Drilling Company, Inc., would enter into an agreement in writing with the plaintiffs, assigning to the plaintiffs a 1/16th interest in certain drilling rights for oil and gas upon a tract of 1200 acres, more or less, located in Sandy Township, Clearfield County, Pennsylvania, and providing for the drilling of a certain well for oil or gas upon the said tract, such well to be known as Green Glen No. 1-1. S. W. Jack Drilling Company, Inc. would accept the salvage materials from the #1 Bender-Harris Well as payment in full of the plaintiffs' 1/16th pro rata share of the anticipated costs of drilling and equipping Green Glen No. 1-1.

14. On or about November 25, 1959, plaintiffs accepted the offer of defendant, S. W. Jack Drilling Company, Inc., described in paragraph 13 hereof. Thereafter and in performance of the agreement, plaintiffs

executed and delivered to defendant, S. W. Jack Drilling Company, Inc., their bill of sale, a copy of which is annexed hereto, marked Exhibit C., and made a part hereof, and the plaintiffs and defendant, S. W. Jack Drilling Company, Inc., executed and delivered the agreement in writing, a copy of which is annexed hereto, marked Exhibit D and made a part hereof.

15. Plaintiffs and defendant, S. W. Jack Drilling Company, Inc., agreed that the interestholders under the agreements relating to the #1 Bender-Harris Well, Exhibit A hereto, should be entitled to share beneficially in any proceeds or distribution of or on account of plaintiffs' 1/16th share of the working interest in Green Glen No. 1-1, in the same proportion as their respective proportionate interests in the net operational profits of the #1 Bender-Harris Well, but actual payment of such proceeds or distribution should be made to plaintiffs.

16. By its agreement in writing, Exhibit D hereto, and subject to the terms and conditions therein provided, defendant, S. W. Jack Drilling Company, Inc., assigned to the plaintiffs a 1/16th interest in the rights of the lessee under that certain oil and gas lease dated September 1, 1959, made by and between Green Glen Corporation, a Pennsylvania corporation, lessor, and Lee E. Minter, lessee. The said lease was recorded in the office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, on November 13, 1959, at Miscellaneous Book 118, page 135. The matter contained in the said record is incorporated herein by reference. The

said lease is hereinafter referred to as the Green Glen lease, and the premises leased thereby are hereinafter referred to as the Green Glen leasehold.

17. The rights of the lessee under the Green Glen lease were assigned to the defendant, S. W. Jack Drilling Company, Inc., by written assignment dated November 9, 1959, made by Lee E. Minter and Jane L. Minter, his wife. The said assignment was recorded in the office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, on November 13, 1959, at Miscellaneous Book 118, page 142. The matter contained in the said record is incorporated herein by reference.

18. Subsequent to November 25, 1959, the defendant, S. W. Jack Drilling Company, Inc., pursuant to its agreement, Exhibit D hereto, with the plaintiffs, drilled and completed, in or about January or February, 1960, on the Green Glen leasehold, the well known as Green Glen No. 1-1. This well produced gas in commercial quantities upon its completion, and, upon information and belief, has continued to produce gas in commercial quantities to the present time.

19. Subsequent to the completion of Green Glen No. 1-1, the defendant, S. W. Jack Drilling Company, Inc., drilled four additional wells for oil or gas upon the Green Glen leasehold, which wells are known and are herein referred to respectively as Green Glen No. 1-2, Green Glen No. 1-3,

Green Glen No. 1-4, and Green Glen No. 1-5. These wells were drilled and completed during the period from approximately February, 1960, to approximately July, 1960. With respect to each of such additional wells upon the Green Glen leasehold, the plaintiffs, in accordance with their agreement, Exhibit D hereto, deposited with the defendant, S. W. Jack Drilling Company, Inc., their 1/16th pro rata share of the cost of each of such wells. The funds so deposited by the plaintiffs consisted exclusively of the personal funds of the plaintiffs and were not in any respect the funds of the defendants, or of any of the defendants. The deposits so made by the plaintiffs were made by them from time to time, as the wells were drilled, during the period from approximately February, 1960, to approximately May, 1960.

20. Green Glen No. 1-5 was not commercially productive and has been plugged and abandoned. The defendant, S. W. Jack Drilling Company, Inc., has salvaged certain materials and equipment from Green Glen No. 1-5, but has paid no part of the value of such salvage materials to the plaintiffs for or on account of their 1/16th pro rata interest in such salvage materials pursuant to the agreement, Exhibit D hereto.

21. Green Glen No. 1-2, Green Glen No. 1-3, and Green Glen No. 1-4 each upon completion produced gas in commercial quantities and, since completion, has continued to produce gas in commercial quantities to the present.

22. The defendant, S. W. Jack Drilling Company, Inc., has sold all of the gas produced by the four producing gas wells on the Green Glen leasehold, and continues at the present time to sell such gas, to the New York State Natural Gas Corporation, at the rate of 27.5 cents per thousand cubic feet, and has received, and continues to receive, from said purchaser, funds in payment of the purchase price of such gas. Notwithstanding its agreement, Exhibit D hereto, the defendant, S. W. Jack Drilling Company, Inc., has refused, and still wholly refuses, to pay over to the plaintiffs any part of the funds received by it in payment of the purchase price of the gas produced by the wells upon the Green Glen leasehold.

23. On or about June 22, 1960, the plaintiffs and the defendant, Ralph A. Bender, executed and delivered the instrument entitled "Agreement and Mutual Release", a copy of which is annexed hereto, marked Exhibit E, and made a part hereof.

24. In or about June, 1960, the plaintiffs, by a written communication, a copy of which is annexed hereto, marked Exhibit F, and made a part hereof, proposed to each of the defendants, other than S. W. Jack Drilling Company, Inc., Ralph A. Bender, and Robert L. Dixon, that each of them should accept, in final settlement for his fractional share of the net operational profits of the #1 Bender-Harris Well, a similar fractional share of any proceeds for distribution of or on account of plaintiffs' 1/16th share of the working interest in Green Glen No. 1-1.

25. In or about June and July, 1960, all of the defendants, other than S. W. Jack Drilling Company, Inc., Ralph A. Bender, Robert L. Dixon, James W. Blackburn, James H. Boak, Frank A. Bolton, Mrs. E. M. Cassell, William H. Parkhill, O. M. Scott, Carl W. Steinkamp and Vincent J. Timm, by signing the endorsement at the foot of plaintiffs' written communication, Exhibit F hereto, which reads:

"The undersigned interestholder agrees with and concurs in the action of Leo E. Johnson, Guy F. McCracken and Glenn D. Doverspike, as above set forth, and further agrees that receipt of distribution from sale of gas produced from Green Glen Well No. 1-1 shall represent final settlement for pro rata producing interest in Bender No. 1 gas well."

and by delivering such signed written communication to the plaintiffs, agreed to accept, and did accept, plaintiffs' proposal described in paragraph 24 hereof.

26. Notwithstanding the facts hereinabove set forth, the defendants, or some of them, claim or may claim a beneficial interest in or to plaintiffs' 1/16th share of the working interest in Green Glen No. 1-2, Green Glen No. 1-3, and Green Glen No. 1-4, and in or to such further right, title, or interest of, in or to the Green Glen leasehold as plaintiffs may have acquired under the agreement, Exhibit D hereto.

Wherefore the plaintiffs request that the court enter judgment:

(1) declaring that the plaintiffs, as tenants in common as between themselves, own and hold the title to an undivided 1/16th share of the working interest in certain producing natural gas wells known as Green Glen No. 1-1, Green Glen No. 1-2, Green Glen No. 1-3, and Green Glen No. 1-4, all of which are located upon the Green Glen leasehold, as hereinabove defined, and of an undivided 1/16th share of the net salvage from that certain natural gas well known as Green Glen No. 1-5, also located upon the said Green Glen leasehold, and of an undivided 1/16th share of the lessee's interest under the Green Glen lease, subject to the terms and conditions contained in a certain agreement in writing, Exhibit D hereto, free and clear of all claims and demands of the defendants in this action, except the right of certain defendants to share beneficially in any proceeds or distribution of or on account of plaintiffs' 1/16th share of the working interest in Green Glen No. 1-1, in the same proportion as their respective proportionate interest in the net operational profits of the #1 Bender-Harris well;

(2) declaring that the defendants in this action who are entitled to share beneficially in any proceeds or distribution of or on account of

plaintiffs' 1/16th share of the working interest in Green Glen No. 1-1, in the same proportion as their respective proportionate interests in the net operational profits of the #1 Bender-Harris well, are all of the defendants named in this action other than the defendants Robert L. Dixon, James W. Blackburn, James H. Boak, Frank A. Bolton, Mrs. E. M. Cassell, William H. Parkhill, O. M. Scott, Carl W. Steinkamp and Vincent J. Timm;

(3) ordering that the defendants, and each of them, be forever barred from asserting any right, lien, title, or interest in the Green Glen leasehold, or in those certain natural gas wells known as Green Glen No. 1-1, Green Glen No. 1-2, Green Glen No. 1-3, Green Glen No. 1-4 and Green Glen No. 1-5, all located upon the said Green Glen leasehold, inconsistent with the interest or claim of the plaintiffs as hereinabove set forth;

(4) directing the defendant, S. W. Jack Drilling Company, Inc., to account in this action for all funds received by it prior to the date of its filing such account herein for or on account of payment for sales of gas produced by the wells upon the Green Glen leasehold, and for the net salvage arising from Green Glen No. 1-5, and to pay into court, subject to the further order of this court, or to the plaintiffs, the balance of such account found by the court to be due from the said defendant to the plaintiffs as owners of an undivided 1/16th interest in said wells and leasehold; and

(5) granting such other or further relief as the court may deem just and proper.

DENNISON & STAUFFER

BY

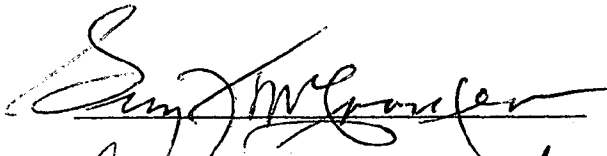
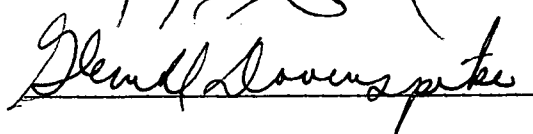


Attorney for Plaintiffs.

Dated: August 1, 1961

Commonwealth of Pennsylvania :
County of Armstrong : SS.

Before me, the undersigned, a Notary Public in and for
said county and commonwealth, personally appeared GUY F. McCracken and
GLENN D. DOVERSPIKE, who, being by me duly sworn according to
law, depose and say that the facts set forth in the foregoing Action to
Quiet Title are true and correct.

Sworn to and subscribed

before me this 16th

day of May, 1961



MRS. FAY F. LINDERMAN, Notary Public
KITTANNING, ARMSTRONG CO., PA.
My Commission expires Jan. 29, 1963

My commission expires _____

OIL AND GAS OPERATIONAL AGREEMENT
Re: Bender-Harris lease, Union Township,
Clearfield County, Rockton, Pennsylvania.

This agreement made and entered into this _____ day of _____, by and between G. F. McCracken and Glenn D. Doverspike hereinafter called OPERATORS, and the undersigned INTERESTHOLDER.

The Operators for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), does hereby sell, convey, and assign unto the INTERESTHOLDER one sixty-fourth (1/64) of the net operational profits which may accrue to the Operator from the sale of gas or oil produced from the #1 Bender-Harris Well to be drilled by the Operator on the Bender-Harris lease in Union Township, Clearfield County, Pennsylvania.

The Operator further acknowledges receipt of EIGHT HUNDRED AND NINETY AND NO/100 DOLLARS (\$890.00), which shall be considered as deposit in good faith and Interestholder further agrees as a condition to the transfer of such interest to deposit an additional SEVEN HUNDRED AND NO/100 DOLLARS (\$700.00) at this time or at such time within a period of not more than twenty (20) days from the date that Operator notifies Interestholder that well has been drilled to Oriskany sand and balance of payment is due; said monies (\$1,600.00) to be used for the purpose of defraying lease, contractual, legal, drilling, fracturing, and other costs in connection with said well, for the expenditure of which sum the Operators are hereby given full authority. Operators are hereby given full authority and POWER OF ATTORNEY to contract for the sale of oil and gas, to repair said well or the pipeline to or from it, to deepen, plug back, plug and abandon, salvage, surrender, sell, lease, or otherwise treat and operate said well and leasehold in accordance with the law and prevailing practice in the area without liability for error, and are empowered to select and discharge any bank or other disbursement agent for the distribution of monies received from the sale of oil or gas therefrom. Operators are also authorized to reserve from distribution to Interestholder said monies received from the sale of oil or gas for the purposes above set forth.

It is further agreed that the Interestholder is hereby granted an option to retain a one sixty-fourth interest herein described in the next subsequent well to be drilled by the Operators on the BENDER-HARRIS (35 acre) lease, and that this option will continue in effect including any wells drilled by the Operators on 2,500 acre lease in SANDY TOWNSHIP, FAIRFIELD COUNTY, PENNSYLVANIA under the following terms and conditions:

THAT INTERESTHOLDER signify his intention to exercise said option by due notice in writing within 30 days from date of published notification that drilling will commence on subsequent well; and, together with such notice shall deposit payment to the OPERATORS such monies as are required under the terms and conditions of the subsequent contract. Failure of the Interestholder to serve notice and together therewith deposit the required monies with the Operators within the thirty-day time limit specified, shall terminate this OPTION without further notification by the OPERATORS.

In case of death or incapacity of the leaseholders, they shall be succeeded by the largest Interestholder until such time as an election can be held by the majority of Interestholders and a new Operator elected. The royalty reserved as hereinafter specified shall accrue to their heirs, administrators, executors or assigns, in the event of the death or incapacity of the lessors and leasees.

The Operator is authorized to reserve for the lessor one-eighth (1/8) of the gross proceeds from the sale of oil or gas as royalty and to reserve one-sixteenth (1/16) of the net operational profits for the leasees. At the completion of said well, Operators will provide Interestholder with a full accounting of monies expended and will refund any unused surplus.

If oil or gas is found in commercial quantities, the Operators, after meeting the lease costs, royalty and leaseholders commitments, shall remit or arrange to have remitted through a disbursing agent to Interestholder monthly or quarterly that proportional part of the net operational profits herein sold and conveyed resulting from the production and sale of oil or gas and when all commercial oil and gas production from this well is depleted, then this agreement and all obligations hereunder shall, upon a final accounting of costs and a refunding of any surplus monies, cease and determine.

If no gas or oil is found in commercial quantities, the additional \$700.00 will not be required to complete the well and any funds left over after expenses are paid from the \$900.00 initial down payment will be returned to the interestholder with a full accounting of monies expended.

Witness our hands and seals as of the date first above written.

(INTERESTHOLDER)

(OPERATOR)

(OPERATOR)

EXHIBIT A

EX. B.

AGREEMENT

MADE and entered into by and between Guy F. McCracken, Glenn Deverspike and Leo E. Johnson, hereinafter designated Lessees, parties of the first part

A N D

S. W. Jack Drilling Company, Inc. of Avonmore, Pennsylvania, hereinafter designated Contractor, party of the second part.

WITNESSETH: That whereas the Lessees are the owners of a certain oil and gas lease, containing 10 acres, more or less, dated the 9th day of November, 1957, between Gordon and Hilda Bender, his wife, lessors, of the Township of Union, County of Clearfield, and State of Pennsylvania, and the said Guy F. McCracken, Glenn Deverspike and Leo E. Johnson, lessees, recorded in the Recorder's Office in and for the County of Clearfield, Pennsylvania, in Misc. Book No. 108, Page 412, on the 13th day of November, 1957, on which lease and leasehold the Lessees desire to have drilled an oil and gas well and the said S. W. Jack Drilling Company, Inc., Contractor, party of the second part, has agreed with the parties of the first part to drill said oil and gas well on said lease and leasehold to and through what is known as the Oriskany sand, and to fracture the same if desired by the Lessees, under the following terms, conditions and stipulations:

1. The Contractor shall, if he has not already done so, move his equipment on the location and begin operations immediately in the drilling of the said well.
2. The Contractor shall make the grade, set the cellar, drill the said well to and through the Oriskany sand, and fracture the Oriskany sand, if desired, at a contract price of \$95,000.00.
3. The Contractor shall furnish at his own cost and expense

the necessary 12-1/2 inch casing, the 9-5/8 inch casing, and the 5-1/2 inch O.D. casing and shall set the same. The Contractor shall also furnish all cement required to cement said casings.

4. It is further agreed that the Contractor shall furnish the well head equipment of a series not less than 900 and that the Contractor will procure and pay for the services of a geologist such as is usual and customary in the drilling of the gas and oil well.

5. It is also agreed that the Contractor will pay for the services of Haliburton Oil Well Cementing Company to cement the said casings and to fracture the well in accordance with Haliburton's specifications and recommendations if it is desired to fracture the said well and the Contractor shall furnish all fuel, water and the labor required therefor.

6. It is further agreed that in the event the well has a natural flow of gas and is not fractured then the price of the contract shall be reduced by approximately \$5,000.00 or the regular market price that would have been charged for fracturing the well.

7. It is further agreed that the contractor shall carry workmen's compensation and public liability insurance in a reliable insurance company and also, if required, will carry insurance for any property damage that may occur to the property of the parties of the first part.

8. It is further agreed that the cost of the drilling, tubing, casing, all of the equipment, cement and cementing the same, fuel, water and labor required in the drilling of the said well and the fracturing of the same, if required, will be paid by the Contractor out of the cost of the drilling of the well which, as agreed, is \$95,000.00.

9. It is further agreed that the payments on the contract price shall be made as follows: \$10,000.00 on the signing of this contract, \$10,000.00 when the Contractor moves on the location,

\$15,000.00 when the Contractor sets the 9-5/8 inch casing, \$5000.00 when the 5-1/2 inch casing is delivered and on the rack, \$5,000.00 when the 5-1/2 inch casing is set in the well, \$5,000.00 when the well is drilled to a depth of 5000 feet, \$35,000.00 to be paid within twenty (20) days of notification that the rotary rig is being moved on the premises, and the final payment of \$10,000 shall be made upon completion and acceptance of the well which shall be within ten (10) days after the well is completed.

10. It is further agreed that the party of the second part will furnish to the parties of the first part a certified statement showing that all claims and bills for casing, tubing, and other materials used in the said well, and all labor costs have been fully paid at the time the final payment is made, including the cost of Haliburton Oil Well Cementing Company cementing the said casing, the services of the geologist, and the services and expense of fracturing the said well, if desired.

11. The Contractor shall have all the rights that are granted to the Lessees for drilling and operating for oil and gas and the producing of oil and gas in the hereinabove recited lease from the said Gordon and Hilda Bender as therein set forth.

12. The Contractor agrees to drill the said well in a good and workmanlike manner and in accordance with the requirements for drilling for oil and gas under Pennsylvania laws.

This agreement in all its terms and conditions shall bind and extend to the successors, heirs, executors, administrators and assigns to the parties hereto.

In Witness Whereof, the parties of the first part and the party of the second part, intending to be legally bound by the terms and provisions of this agreement, have herunto set their hands and seals and the hand and seal of the said corporation this 3rd day of January, 1958.

Sealed and Delivered
in the Presence of

Edna H. Bender

W. F. McTraeken (SEAL)

W. F. McTraeken (SEAL)

Mary P. Carr
WITNESS

Leo E. Johnson (SEAL)
Leo E. Johnson

Attest:

D. M. Jack
Secretary.

S. W. JACK DRYING COMPANY, INC.

By

J. M. Jack Pres

Know all Men by these Presents

That **GUY F. McCRACKEN, GLENN DOVERSTAKE and LEO E. JOHNSON,**
Operators of the Gordon-Bender Well

for and in consideration of the sum of **Five thousand six hundred twenty-five (\$5,625.00)**
Dollars to them in hand paid by **S. W. JACK DRILLING COMPANY**
of **Avenmore, Pennsylvania**

at or before the sealing and
delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained,
sold, released and confirmed and by these presents do grant, bargain, sell, release and confirm
unto the said **S. W. Jack Drilling Company**
all and singular the **5-1/2 inch O.D. casing and Christmas tree equipment in the**
Gordon-Bender Well located in Union Township, Clearfield County, Pennsylvania,
together with the right to remove the same and plug the Oriskany sand gas in
accordance with the regulations of the Commonwealth of Pennsylvania

~~XX~~
To Have and to Hold the said **5-1/2 inch O. D. casing and Christmas tree equipment**

unto the said **S. W. Jack Drilling Company,**
its successors
heirs, executors, administrators and assigns, to and for **its own** own
proper use, benefit and behoof, forever.

And **they** the said **Guy F. McCracken, Glenn Doverstake and Leo E. Johnson,**
their
heirs, executors and administrators, hereby covenant that they are the lawful owners of said goods,
chattels and property above referred to, and that the same, and every part thereof unto the said
S. W. Jack Drilling Company,

its successors
executors, administrators and assigns, from and against all persons whomsoever, shall and will
warrant and forever defend by these presents.

In Witness Whereof, **we** have hereunto set **our** hand and seal the
day of **November** in the year of our Lord, one thousand nine hundred and **forty-nine (1949).**

Sealed and Delivered in the Presence of
Glen Kendall
Glen Kendall
Guy F. McCracken
Glenn Doverstake
Leo E. Johnson

On the day of the date of the above Bill of Sale, every of said of the articles mentioned in the
Schedule above referred to was given by the said
to the said in presence of us.

Lee E. Johnson - Green Glen

5.1.2.
200.

Agreement

THIS AGREEMENT made and executed in duplicate in the Borough of Avonmore, County of Westmoreland, Commonwealth of Pennsylvania, the 25th day of November 1959 by and between S. W. JACK DRILLING CO., a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business in the Borough of Avonmore, County and Commonwealth aforesaid, party of the first part,

A
N
D

Guy F. McCracken, Glenn D. Doverspike, and Lee E. Johnson,
Operators of Bender Well No. 1, parties of the second part.

WHEREAS, S. W. Jack Drilling Co., is the owner of certain drilling rights for oil and gas on property of Green Glen Corporation covering approximately 1200 acres, more or less, comprised of 451 acres in Warrants Nos. 3584, 3593 and 3594 in the first tract, and 749 acres, being all the rest of Warrant No. 3593.

WHEREAS, it is the mutual desire of the parties hereto to become associated as individuals in a joint venture and not as partners in the drilling of an oil or gas well to be known as Green Glen No. 1-1

NOW THEREFORE, in consideration of the premises and the mutual covenants, conditions and the valuable considerations hereinafter recited, and intending to be legally bound hereby, the parties hereto agree that they will become and be associated as individuals in a joint venture and not as partners, in the business of developing, improving, operating and producing of oil and gas, upon the terms and conditions hereinafter stated for the lands covered by the drilling rights as follows:

That for and in consideration of the sum of One and 00/100 (\$1.00) Dollar and other valuable considerations, the receipt of which is hereby acknowledged, S. W. Jack Drilling Co. will sell, transfer and assign an undivided sixteenth (1/16) working interest in said drilling rights. S. W. Jack Drilling Co. shall in its own name as agent for participants make contracts for the drilling and shall cause one well to be drilled upon the above described tract of land at a location to be known as Green Glen No. 1-1 upon a dry hole basis to a depth to satisfactorily explore the strata or formation known as the Oriskany Sand expected to be found at a depth of approximately 7,400 feet, unless oil or gas is found in paying quantities at a lesser depth and in the judgment of S. W. Jack Drilling Co., drilling should then cease. Dry hole basis is defined as including all abstracting, mapping, intangible drilling costs, shooting, hydrafracing or acidizing the well, and plugging and pulling casing from the well if it is a dry hole. The party of the second part shall deposit with S. W. Jack Drilling Co., the sum of The salvage materials in Bender Well No. 1 Dollars as his/its pro rata share of 1/16 of the dry hole costs. The party of the second part shall also deposit with S. W. Jack Drilling Co. the further sum of The salvage materials in Bender Well No. 1 Dollars as its pro rata share of one-sixteenth (1/16) of the costs of casing, tubing, packers, valves, Christmas tree necessary in completing any producing well in a manner considered to be good practice in the industry. Also see Rider attached

In the event that said well is a dry hole, the party of the second part shall receive as a credit either in cash or upon equipment if additional well is drilled as hereinafter provided his/its pro rata share of the value of the equipment actually salvaged from said well.

S. W. Jack Drilling Co. shall manage and operate all drilling and production of wells drilled under the terms of this agreement and shall make necessary expenditures for supplies, equipment, labor, drilling, royalties, state and local taxes, and other usual and customary expenses of maintaining producing wells.

EXHIBIT D

S. W. Jack Drilling Co. shall pay over to the party of the second part, monthly an undivided ~~one~~ **sixteenth (1/16)** working interest of the production of such well in kind.

Should oil or gas be found in commercial quantities, each of the parties agree that upon sale of said oil or gas, he/it shall make S. W. Jack Drilling Co. his/its attorney in fact for the collection of all receipts for the sale of said oil or gas, and the said S. W. Jack Drilling Co. is authorized to distribute such proceeds on or about the 25th of each month only after having deducted from the amounts received the respective proportionate share of the operating costs of the well. Participants are liable for all expenses attributable to their proportionate share, whether they be more or less than amounts received from the sale of oil and/or gas.

S. W. Jack Drilling Co. is hereby made attorney in fact for the respective parties associated in said well to dispose of the production of any oil and/or gas produced from said well but such power of attorney is expressly limited in effect; that is to say, the shares of the production shall be committed only on a day to day basis, and the said power of attorney granted to S. W. Jack Drilling Co. shall be revocable by the parties hereto any time by notice in writing addressed to the said S. W. Jack Drilling Co., such revocation to become effective immediately on the receipt of said written notice. Each of the parties hereto reserves the right to take their proportionate share of the oil and/or gas in kind. Any of the parties electing to take their proportionate share of the oil and/or gas in kind shall furnish at their sole expense such facilities as may be necessary to effect division and measurement of, and to receive, the same on or before the date fixed in such notice to first party upon which delivery in kind is to be commenced and shall bear all extra expense incurred by first party in making such delivery.

S. W. Jack Drilling Co. hereby grants to the party of the second part the right to participate in the drilling of any additional well or wells on the aforesaid lease in the same proportion as he/it participated in said first well, provided said right is exercised in the following manner:

S. W. Jack Drilling Co. in writing, shall notify the party of the second part of its intent to drill an additional well or wells on the **Green Glen Corporation Lease covering 1200 acres** lease and the party of the second part shall signify his/its desire to participate in the drilling of such additional well or wells within 15 days after receipt of such notice by depositing with S. W. Jack Drilling Co., his/its pro rata share of the cost of said well or wells. In the event that the party of the second part desires to participate in said additional well and/or a well on the **Green Glen Corp. Lease covering 1200 acres**, the terms and conditions of this contract shall apply to all additional wells drilled hereunder. Failure on the part of the party of the second part to give written notice to S. W. Jack Drilling Co. of his/its desire to participate and deposit said pro rata share of the cost of said well or wells within said 15 days period shall operate as a forfeiture of the party of the second part's right to participate in the drilling of said additional well and his/its interest in said drilling rights as pertain to said lease shall cease and determine with the exception of his/its right and working interest granted hereunder in and to any wells drilled prior to that time, together with a protective acreage of an area having a radius of **five hundred (500)** feet of land covered by said lease nearest surrounding any said producing well or wells. The foregoing provisions shall apply to each well respectively.

The terms of this agreement have been made with reference to the laws of the Commonwealth of Pennsylvania in the light of which all its provisions shall be interpreted and construed.

All the terms, conditions, covenants and provisions of this agreement shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

WITNESS the due execution hereof by the parties hereto the day and year first above written:

ATTEST

S. W. JACK DRILLING CO.

Harry C. Stradle
Acting Secretary

By _____ Vice President

WITNESS:

..... (SEAL)

..... (SEAL)

..... (SEAL)

RIDER

Green Glen Well No. 1-1

The parties of the second part shall assume their proportionate share of Legal Fees, Lease Bonuses, Yearly Rentals and any fracturing after the first free job.

ATTENTION

S. W. JACK DRILLING COMPANY

Henry C. Shadle
Acting Secretary

By Vice President

WITNESSES:

AGREEMENT AND MUTUAL RELEASE

Agreement and mutual release, made this 6/22 22 day of JUNE, 1960, by and between LEO E. JOHNSON, of 1517 Barbour Road, Falls Church, Virginia, GLENN D. DOVERSPIKE, of 512 State Street, Dayton, Pennsylvania and GUY F. MC CRACKEN, of 413 Euclid Avenue, New Castle, Pennsylvania, PARTIES OF THE FIRST PART, and RALPH A. BENDER, of 3224 Peachtree Road, Northeast Atlanta 5, Georgia, PARTY OF THE SECOND PART, WITNESSETH:

WHEREAS, the parties hereto, together with other persons, were fractional interestholders in a joint venture for the conduct of oil and gas operations upon a certain oil and gas lease containing ten (10) acres, more or less, situated in Union Township, Clearfield County, Pennsylvania, known as the "GORDON BENDER LEASE", in which joint venture the Party of the Second Part owned a three sixty-fourths (3/64) working interest;

AND WHEREAS, pursuant to the aforesaid joint venture, one producing gas well designated as "GORDON BENDER #1 WELL" was drilled to the Oriskany horizon upon the above mentioned lease hold by S.W. JACK DRILLING COMPANY, INC., of Avonmore, Pennsylvania, under Agreement dated January 3, 1958, between said Drilling Company and Parties of the First Part, acting as Operators for the aforesaid joint venture;

AND WHEREAS, said Gordon Bender #1 Well ceased production in November 1959, and thereupon, Parties of the First Part negotiated an agreement with S.W. Jack Drilling Company, Inc., to remove the pipe and salvage materials and plug said well in accordance with the laws of the Commonwealth of Pennsylvania, under which Agreement said S.W. Jack Drilling Company, Inc., agreed to pay Parties of the First Part, as Operators of Gordon Bender #1 Well, the sum of Five Thousand Six Hundred Twenty Five Dollars (\$5,625.00) for salvaged materials of said Well, conditioned on their purchase of a one sixteenth (1/16) Working Interest in another oil and gas drilling venture which said Company was about to undertake upon a tract of land situated in Sandy Township, Clearfield County, Pennsylvania, known as the "GREEN GLEN CORPORATION LEASE", upon which it had negotiated an oil and gas lease agreement;

AND WHEREAS, the above mentioned salvaged materials were thereafter utilized by said S.W. Jack Drilling Company, Inc. in drilling a producing gas well known as "GREEN GLEN NO. 1-1 WELL" located upon said Green Glen Corporation Tract;

AND WHEREAS, Party of the Second Part, for himself and on behalf of all other fractional interestholders of Gordon Bender #1 Well, has asserted pro rata ownership of said persons in the above mentioned one sixteenth (1/16) working interest in said Green Glen No. 1-1 Well in accordance with their respective working interests in said Gordon Bender #1 Well, and has demanded that Parties of the First Part recognize such pro rata ownership, and pay over and account for all moneys now or hereafter received by them from the production and sale of gas from said Green Glen No. 1-1 Well;

AND WHEREAS, the parties have mutually determined to settle all disputes and differences between them upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00), each to the other in hand paid, the receipt whereof is mutually acknowledged, the parties hereto agree to be bound as follows:

EXHIBIT E

1. Parties of the First Part hereby bargain, sell and assign unto Party of the Second Part, his heirs and assigns, a three sixty-fourths (3/64) working interest in the above mentioned one sixteenth (1/16) working interest in said Green Glen No. 1-1 Well.

2. Parties of the First Part covenant and agree that all moneys now or hereafter received by them on account of the aforesaid one sixteenth (1/16) working interest in Green Glen No. 1-1 Well shall be paid and distributed to all working interestholders in said Gordon Bender #1 Well, as their proportionate interests appear of record upon the books of Parties of the First Part.

3. It is mutually understood and agreed that the payments provided for in paragraph second hereof shall be distributed by a depository bank to be selected by Parties of the First Part, and that the fees of said distributing bank for its services shall be charged pro rata to the distributees in accordance with their respective working interest in said Gordon Bender #1 Well.

4. Each of the parties hereto does hereby release the other, his heirs, and each of their heirs, executors, administrators and assigns, of and from all sums of money, claims, demands, accounts, actions, or causes of action, of whatsoever kind or nature, for or because of any matter or thing done, omitted, or suffered to be done by such other party prior to and including the date hereof, saving and excepting only the rights, duties and obligations created in and under the terms and provisions of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

WITNESS:

Roy H. Widdie

Roy H. Widdie

Roy H. Widdie

Frances S Boyd

Leo E. Johnson (Seal)

Leo E. Johnson

Glenn D. Doverspike (Seal)

Glenn D. Doverspike

Guy F. McCracken (Seal)

Guy F. McCracken

Ralph A. Bender (Seal)

Ralph A. Bender

REPORT OF INTERESTHOLDERS IN BENDER NO. 1 GAS WELL

Since the last report of the Committee, further efforts were made to get the Bender No. 1 well on a paying basis. The S. W. Jack Drilling Company moved equipment to the well site on two different occasions to clean out the salt water in an attempt to improve production. These efforts were unsuccessful and production of the well continued to decline from its initial output of approximately 25,000 cubic feet per day until it failed completely in November 1959, at which time the meter was removed. This Venture is therefore a total loss.

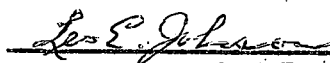

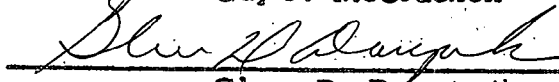
At that time the undersigned, who, as Operators, were legally responsible for plugging the well, negotiated with various parties to perform this work. An offer was made by S. W. Jack Drilling Company to pull the pipe and salvage materials and plug the well in accordance with the Pennsylvania Law. The Jack Company further offered to pay the sum of \$5,625.00 for salvage, conditioned upon investment of these proceeds for 1/16th working interest in another drilling venture which this Company was about to undertake on a tract located in Sandy Township, Clearfield County, Pennsylvania, northeast of the City of DuBois, on which it had secured a lease.

The undersigned did not anticipate any net recovery from salvage, and it was therefore not included in the "Oil and Gas Operation Agreement" of the Bender interest-holders. (In this particular instance, such recovery was possible only because of the existing shortage of pipe due to the steel strike.) The undersigned promptly accepted the above offer, with the mutual understanding that the Bender interest-holders would be represented, pro rata, in the well in which the salvage of the Bender No. 1 well was utilized.

This well, designated as "Green Glen No. 1-1" was drilled in successfully in January 1960 and placed on meter in February. It had an initial open flow of approximately 8 million cubic feet per day, and the prospects are therefore good that this well will more than return the investment of \$5,625.00 and show a profit.

The gas purchaser is New York State Natural Gas Company and it has now made a payment to the disbursing agent on account of the first month's production.

In order to make provision for distribution to the Bender interestholders, it is requested that you sign the following agreement indicating your approval and concurrence in the action taken by the undersigned and also to furnish current addresses. For this purpose, you may sign the copy of this report which is enclosed, noting your present address, and returning to Leo E. Johnson, 1517 Barbour Road, Falls Church, Virginia, at your earliest convenience.


Leo E. Johnson

Guy F. McCracken

Glenn D. Doverspike

The undersigned interestholder agrees with and concurs in the action of Leo E. Johnson, Guy F. McCracken and Glenn D. Doverspike, as above set forth, and further agrees that receipt of distribution from sale of gas produced from Green Glen Well No. 1-1 shall represent final settlement for pro rata producing interest in Bender No. 1 gas well.

Signature

EXHIBIT F

Name - Please Print

"ALL those certain pieces, parcels or tracts of land situate in the Township of Sandy, County of Clearfield and State of Pennsylvania, being identified and described as follows, viz:

THE FIRST THEREOF: BEGINNING at a post, the common corner of warrants 3584, 3585, 3593 and 3594; thence by the South line of warrant 3594 South 83° 48' East 1,136 feet; thence up the Juniata Valley North 59° East 3,285 feet to a point on the old grade of the Juniata Railroad; thence North 52° 15' West 3,000 feet more or less to the outcrop of the lowest freeport seam of coal on Narrows Creek; thence following said outcrop northwesterly, northerly and southwesterly to a gap in the hill near where the old grade of the Juniata Railroad crosses the divide between Narrows Creek and Clear Run; thence southerly across said gap to the crop line of said seam of coal on the North side of Clear Run; thence following said outcrop out Clear Run to the old ~~Minns~~ mine opening; thence still by the said crop line down Clear Run and on the North side of the hill westerly, southerly and southeasterly to the John E. DuBois Clear Run mine; thence continuing further by said outcrop and down Clear Run in a southerly direction to a point 310 feet South of the main opening of the John E. DuBois new mine; thence North 75° 9' East 1,789 1/2 feet to the place of beginning. Containing 451 acres, more or less, and comprising parts of Warrants 3584, 3593 and 3594.

THE SECOND THEREOF: ALL the rest of Warrant 3593 presently owned by Lessor."

EXHIBIT G

Glenn Johnson

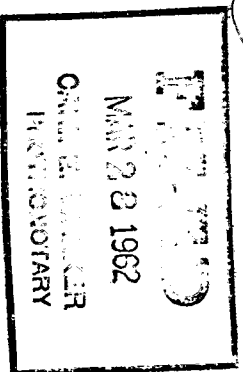
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 639 May Term, 1961

GUY F. MCCrackEN,
GLENN D. DOVERSPIKE, and
LEO E. JOHNSON

VS

JAMES M. BAXTER ET AL

PRELIMINARY OBJECTIONS



W. ALBERT RAMEY
ATTORNEY AT LAW
CLEARFIELD, PENNA.

*April 5, 1962 Serving by way accepted
Glenn Johnson
Local Atty for Plaintiff*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GUY F. McCRACKEN,	:	
GLENN D. DOVERSPIKE, and	:	No. 639 May Term, 1961
LEO E. JOHNSON	:	
	:	QUIET TITLE
vs	:	
	:	
	:	
JAMES M. BAXTER ET AL	:	

PRELIMINARY OBJECTIONS

TO THE HONORABLE JOHN J. PENTZ, PRESIDENT JUDGE OF SAID COURT:

S. W. Jack Drilling Company, Inc., one of the defendants named in the above captioned case, by its attorneys, Robinson & Fisher, and W. Albert Ramey, files these Preliminary Objections to the Complaint in the above entitled matter and moves the Court for judgment, and hereby assigns the following reasons therefor:

1. There is now an absence of indispensable parties due to the Order of this Court, dated March 16, 1962. This objection could not, prior to that date, have been raised because until March 16, 1962, there was not an absence of indispensable parties.

2. In the Opinion and Order of Court filed March 16, 1962, it was established as the law of this case that an action to quiet title was not available to the plaintiffs, and that the plaintiffs were relegated to an action for an accounting for their proper and proportionate share of the net operating profit.

3. Since the filing of the above styled cause of action, all of the defendants except S. W. Jack Drilling Company, Inc., have filed a complaint in the District Court for the District of Columbia in Civil Action Docket No. 3088-61, in which the

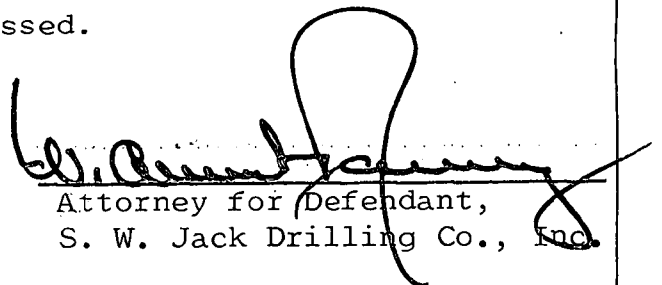
plaintiffs are named defendants and S. W. Jack Drilling Company, Inc. is named a trustee defendant, seeking an accounting and appointment of receivers.

4. The United States District Court for the District of Columbia, in Civil Action No. 3088-61, made an Order as follows:

"That Paul M. Robinson and Carl E. Fisher, attorneys of record for the S. W. Jack Drilling Company, Incorporated, deposit in the registry of this Court, the sum of \$48,234.29, pending the outcome of this action, to be withdrawn and paid out to the party or parties entitled thereto as the Court may direct."

5. The complaint fails to set forth a just cause of action upon which the relief can be granted to quiet title, there being no right, title or interest involving land, but a contract right only.

WHEREFORE, the defendant, S. W. Jack Drilling Company, Inc. seeks to have the complaint dismissed.


Attorney for Defendant,
S. W. Jack Drilling Co., Inc.

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

NO. 639 May Term, 1961

GUY F. MCCrackEN, GLENN D.
DOVERSPIKE and LEO E. JOHNSON

VS.

JAMES M. BAXTER, ET AL

MOTION AND ORDER

FILED

NOV-2 1961

WM. T. HAGERTY
PROTHONOTARY

LAW OFFICES
GLENN E. THOMSON
CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GUY F. McCracken, Glenn D.
DOVERSPIKE and LEO E.
JOHNSON

VS.

JAMES M. BAXTER, ET AL

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:
:
: No. 639 May Term, 1961
:
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:

MOTION

Callas and Millard, Dennison & Stauffer, and Glenn E. Thomson, Attorneys for Plaintiffs move the Court to continue the hearing on the Preliminary Objections filed on behalf of some of the above named Defendants, now scheduled for November 16, 1961, to the next term of Court to permit the Plaintiffs to secure service on the Defendants not yet served.

CALLAS and MILLARD, DENNISON
& STAUFFER and GLENN E.
THOMSON

BY

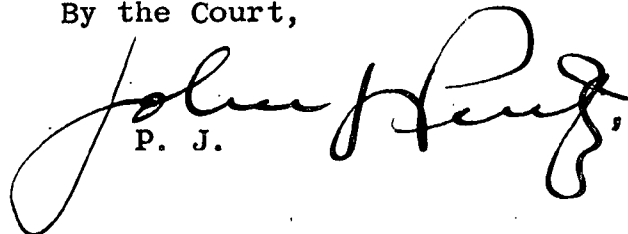

Glenn E. Thomson

November 2, 1961

ORDER

Now, November 2nd, 1961 there being no objection to the above Motion the hearing on the Preliminary Objections now scheduled for November 16, 1961 is continued to the next term of Court to permit service on those Defendants not yet served.

By the Court,


P. J.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 639 May Term 1961.
Action to Quiet Title.

GUY F. MCCrackEN, et al

VS

JAMES M. BAXTER, et al

OPINION and ORDER

FILED
MAR 16 1962
CARL E. WALKER
PROTHONOTARY

JOHN J. PENTZ
PRESIDENT JUDGE
CLEARFIELD, PENNSYLVANIA

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

GUY F. McCRACKEN, et al	:	
	:	No. 639 May Term 1961
VS	:	
	:	Action to Quiet Title.
JAMES M. BAXTER, et al	:	

O P I N I O N

This matter comes before the Court on a Preliminary Objection in the form of a Petition, raising a question of jurisdiction, under Civil Procedural Rule 1017 (b) (1).

There are three plaintiffs in this action to quiet title. There are seventy-two defendants named, all of whom, with the exception of one, are individuals and reside beyond the territorial limits of the Commonwealth of Pennsylvania. The one exception is a corporate defendant, S. W. Jack Drilling Company, having its principal place of business in Westmoreland County, Pennsylvania.

Counsel representing thirty-five of the non-resident defendants and one unincorporated association, also a non-resident defendant, have filed a Preliminary Objection raising the question of jurisdiction.

The corporate defendant, S. W. Jack Drilling Company, has appeared generally; but there are no appearances for any of the rest of the defendants.

The proceedings instituted by the plaintiffs, to which the Preliminary Objection is addressed, are stated by the plaintiffs to be an action to quiet title, under Civil Procedural Rules 1061 - 1066, and fall within 1061 (b) (2), which reads as follows:

"Where an action of ejectment will not lie, to determine any right, lien, title or interest in the land or determine the validity or discharge of any document, obligation or deed affecting any right, lien, title or interest in land;"

In order to proceed under this rule, the plaintiffs allege that in 1957, they were the lessees for the purpose of drilling for oil and gas, on some land owned by a Gordon Bender and wife. They sold to the various and several defendants, fractional interests in the net operational profits of this well for which they had a lease. Following this sale, the plaintiffs entered into an agreement with S. W. Jack Drilling Company of Westmoreland County, Pennsylvania, one of the defendants, for the purpose of drilling a well on the Bender property. This well was drilled, and was not productive.

The S. W. Jack Drilling Company and the plaintiffs then agreed that S. W. Jack Drilling Company would salvage the pipe and other materials from the Bender land, and take it as a down payment for a fractional interest of the net operating profits on leases for gas, held by S. W. Jack Drilling Company as lessee, on several tracts of land in Sandy Township, Clearfield County, Pennsylvania, owned by the Green Glen Corporation. This fractional interest in

the net operating profits in these wells on the Green Glen lands in Sandy Township, was a one-sixteenth, and was sold to plaintiffs in consideration of the salvage from the Bender property, the value being fixed at \$5600.00.

Plaintiffs thereafter sold to the several defendants, with exception of S. W. Jack Company, fractional interests of their fractional interest in the net operating profit in the leases S. W. Jack Company had on the Green Glen Corporation land.

In addition to these allegations, the Complaint contains an averment that S. W. Jack Company has been paid for the gas produced by it on the Sandy Township lands, but refuses to account to the plaintiffs for their one-sixteenth of the net profit derived from the sale of the gas obtained from the leases.

After setting forth the above facts, the plaintiffs then present five prayers for relief, under Rule 1061 (b)(2), as follows:

1. That plaintiffs be declared tenants in common of an undivided one-sixteenth share of the working interest in certain gas wells on the Green Glen lands, leases of which are held by S. W. Jack Company, in accordance with an agreement designated Exhibit D (being the sale of a one-sixteenth interest in the net operating profits to the plaintiffs).

2. An Order declaring that the defendants in the action, who are entitled to share beneficially in any proceeds from the plaintiffs' one-sixteenth share of working interests in the Green Glen leases held by S. W. Jack Company, shall hold in the same proportions as their interests were in the net operating profits from the Bender well (the well which was non-productive).

3. Barring all of the defendants from asserting any right, title or interest in the Green Glen leasehold, or the wells on the Green Glen properties in Sandy Township, contrary to the interest or claim of the plaintiffs therein.

4. An Order directing S. W. Jack Drilling Company to account for all funds received by it on account of sale of gas from Green Glen leaseholds, and pay the same in to Court.

5. Such other relief as the Court may deem just and proper.

The plaintiffs, in order to proceed under the rules governing actions to quiet title, brought the action in Clearfield County, as required under Civil Procedural Rule 1062, making it obligatory that an action to quiet title shall be brought only in the county in which the land, or a part thereof, is located.

The plaintiffs contend that by virtue of their Complaint, the action is within Rule 1061 (b)(2), and, therefore, proceeded to obtain service on all the defendants, under the provisions of Civil Procedural Rule 1064 (a)(b). All defendants were served

personally, except two who were served by publication, on Order of Court, in accordance with (b) of Rule 1064. All defendants, except S. W. Jack Company, are non-residents of Pennsylvania.

The defendants, in whose behalf Preliminary Objections were filed, take the position that no interest in land, or any right or title thereunder, is involved; and, therefore, the service is invalid, even though in accordance with Rule 1064.

The agreement between the plaintiffs and the S. W. Jack Company, provides that for the consideration stated in the agreement, S. W. Jack Company will pay to the plaintiffs one-sixteenth of the net operating profit obtained from the wells drilled by it on the Green Glen Corporation lands in Sandy Township. The leases for the gas, and the right to go on the lands of the Green Glen Corporation and drill for and obtain gas, is in the S. W. Jack Company. They are the lessees and the owners of the right to go upon the land and take the gas. The plaintiffs have no right, by virtue of the agreement with S. W. Jack Company, to go upon the land of the Green Glen Corporation and drill for gas. The plaintiffs have no right to anything in respect to this gas, except to be paid one-sixteenth of the net operating profit obtained from the gas after it is produced and sold by the S. W. Jack Company. The most the plaintiffs can acquire from S. W. Jack Company, is an accounting.

The plaintiffs, in turn, have conveyed no interest in anything but a fractional share of their fractional share in the net operating profit. All of the defendants named, have no right to go upon the Green Glen Corporation lands, and there conduct drilling operations, take the gas, sell it, or carry it away. They have only a right to a fractional share of the net operating profit of operating gas wells or gas property.

In the event of any default by S. W. Jack Company, or of the plaintiffs, neither the plaintiffs, nor the other defendants, would have any right to take possession of, or enter upon any lands whatsoever. They are relegated to an action against either S. W. Jack Company, or against the plaintiffs, for an accounting for the proper portion of the net operating profit. This is not any right, lien, title or interest in any land. It is purely a personal action against the persons or corporations who fail to pay over to the several parties, the amount of money they have agreed to pay, determined by the net operating profit. Therefore, if the agreements set forth in plaintiffs' Complaint create an interest in land, the service had upon the defendants will stand. However, if the agreements set forth in the Complaint do not create an interest in land, the service must be set aside, because it is only in an action in rem, on land within the County, that the Court has jurisdiction to bring in the parties in interest by extra-territorial service.

In ATLANTIC SEABOARD N. GAS CO. VS. WHITTEN, 315 Pa. 529, an action was brought to compel the execution of a gas lease on certain lands in Pennsylvania, and service on the defendant was obtained under the Act of April 6, 1859, P.L. 387, since replaced by Civil Procedural Rule 1064 (a) (b), above noted, providing for extra-territorial service upon defendants in actions in rem, or in which the Court, by entering a decree against the defendant, can enforce that decree, as against the land, without the presence of the defendant.

As pointed out in ATLANTIC SEABOARD N. GAS CO. VS. WHITTEN, on page 533, a lease, if executed, would have value because of certain interests it would convey in lands within the jurisdiction of the Court; but to hold that a suit for the execution of a lease is any charge, lien, etc., upon lands, is a strained construction on the Act of April 6, 1859, P.L. 387, which has been embodied in Rule 1062 (a) and (b), and is affected just as the Act of 1859 was strained.

The facts set forth in the Complaint in the instant action, do not determine any right, title, or possession in and to any land. As stated on page 534 in ATLANTIC SEABOARD N. GAS, supra:

"There is a wide distinction between a course of judicial procedure, the object of which is to subject the res to the power of the State directly by the judgment or decree which is entered and a procedure which only affects or disposes of the

res by compelling a party to the action to control or dispose of the res in accordance with the mandate or decree. The former is a proceeding in rem; the latter is a proceeding in personam. The suit before us is not specifically directed toward the res; it is directed toward the owner of the res. The status of the res is not in the slightest degree affected until after the suit against the owner is terminated adversely to the latter. Until that stage is reached the suit is entirely a proceeding between persons and not between a person and a certain piece of land as, for example, in condemnation or foreclosure proceeding."

This distinction is pointed out distinctly in SCHEIN VS. BRASLER, 61 D. & C. 260. In this case, an agreement had been entered into, concerning the sale of some land and fixtures, but failed to aver an equitable title; and the action to quiet title was dismissed.

In FOULK VS. BREAKSTONE, 4 D. & C. 2d, 582, it was distinctly held that where the plaintiffs held a license to occupy certain real estate, had no such interest therein as will bring them within Rule 1061 (b)(2), for service upon defendants, and preliminary objections to the jurisdiction were sustained, the defendant in the action being outside the Commonwealth of Pennsylvania, was served by the provisions of Rule 1064.

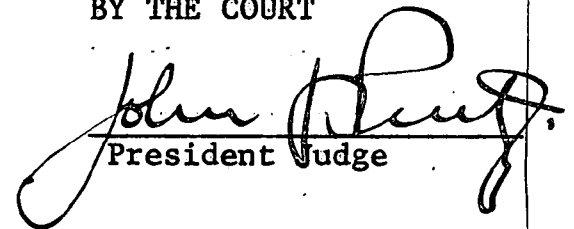
The two foregoing cases, SCHEIN VS. BRASLER, supra, and FOULK VS. BREAKSTONE, supra, definitely establish that interests such as involved in the instant case, are not in land, or in real estate, which will support an action to quiet title under Rule 1061 (b) (2).

O R D E R

NOW, March 16, 1962, Preliminary Objection raising question of jurisdiction over the defendants in the instant action is sustained, and service stricken off, except as to S. W. Jack Company.

Exception noted.

BY THE COURT


President Judge