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**In the
Supreme Court of the United States**

OCTOBER TERM, 1962

STATE OF LOUISIANA,

Plaintiff,

v.

STATE OF MISSISSIPPI, ET AL.

**MOTION TO FILE COMPLAINT, COMPLAINT
AND APPLICATION FOR STAY ORDER,
AND BRIEF IN SUPPORT OF MO-
TION, COMPLAINT AND APPLI-
CATION FOR STAY ORDER**

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No. _____ Original

**In the
Supreme Court of the United States**

OCTOBER TERM, 1962

STATE OF LOUISIANA,

Plaintiff,

v.

STATE OF MISSISSIPPI, ET AL.

**MOTION FOR LEAVE TO FILE COMPLAINT
AND FOR STAY ORDER**

The State of Louisiana, appearing herein through Jack P. F. Gremillion, its Attorney General, acting in pursuance of the authority and powers vested in him by Article VII, Section 56 of the Louisiana Constitution, and joined herein by Jimmie H. Davis, its Governor, Ellen Bryan Moore, its Register of State Land Office, and the State Mineral Board of Louisiana, respectfully states:

1. A portion of the boundary between the States of Louisiana and Mississippi common to the Parish of Concordia, Louisiana, and the County of Adams, Mississippi, is in dispute.

2. This boundary dispute between the States mentioned is subject to the exclusive original jurisdiction of the Supreme Court of the United States.

3. An action is presently pending in the United States District Court, Western Division of the South-

ern District of Mississippi, entitled "*Joseph S. Zuccaro, et al v. Humble Oil & Refining Company*," Civil Action No. 1011, wherein as shown by Exhibit "B" annexed to the attached complaint, Complainants in said civil action are claiming ownership of a portion of lands involved in this boundary dispute contrary to the continued assertion of jurisdiction, dominion and control of said area by the State of Louisiana under its inherent sovereignty.

WHEREFORE, the State of Louisiana respectfully prays that this Honorable Court take original jurisdiction and grant to the plaintiff leave to file its complaint in this Court, and that this Honorable Court issue an Order directed to the United States District Court, Western Division of the Southern District of Mississippi, placing in abeyance all proceedings in the action entitled, "*Joseph S. Zuccaro, et al v. Humble Oil & Refining Company*," Civil Action No. 1011, pending the conclusion and determination of the matter set forth in this complaint, and further prays for such orders and process as the Court may deem proper in pursuance of the annexed complaint and application for order.

JACK P. F. GREMILLION,

Attorney General,
State of Louisiana.

CARROLL BUCK,

First Assistant Attorney General,
State of Louisiana.

EDWARD M. CARMOUCHE,
Assistant Attorney General,
State of Louisiana.

JOHN L. MADDEN,
Assistant Attorney General,
State of Louisiana.

JOHN A. BIVINS,
Special Counsel
To the Attorney General,
State of Louisiana.

May, 1963.

No. _____ Original

**In the
Supreme Court of the United States**

OCTOBER TERM, 1962

STATE OF LOUISIANA,

Plaintiff,

v.

STATE OF MISSISSIPPI, ET AL.

**COMPLAINT AND APPLICATION FOR STAY
ORDER**

The State of Louisiana, appearing herein through Jack P. F. Gremillion, its Attorney General, acting pursuant to the authority and powers vested in him by Article VII, Section 56 of the Constitution of Louisiana, and joined herein by Jimmie H. Davis, its Governor, Ellen Bryan Moore, its Register of State Land Office and the State Mineral Board of Louisiana, institutes this original action against the State of Mississippi, and makes parties hereto the following citizens of the State of Mississippi, namely, Joseph S. Zuccaro, Mrs. Marie K. Zuccaro, Anthony E. Zuccaro, Nell Kaiser Zuccaro, William S. Perkins, Marie Zuccaro Perkins and Fay Cade Zuccaro, all above the age of majority and residents of the County of Adams, State of Mississippi, and Humble Oil & Refining Company, a Delaware corporation, and for its cause of action, states:

I.

The original jurisdiction of this court is invoked under Article III, Clause 2, Par. 2 of the Constitution of the United States and Par. (a)(1) Section 1251, Title 28 United States Code Annotated (June 25, 1948), c. 646, 62 Stat. 927.

II.

The State of Louisiana was admitted into the Union of the United States of America by the Act of Congress found in chapter 50 of the United States Statutes at Large, vol. 2, page 701, approved April 8, 1812, and therein the boundaries of the said State of Louisiana, in the preamble of said Act, were described as follows:

“Whereas, the representatives of the people of all that part of the territory or country ceded under the name of ‘Louisiana’, by the treaty made at Paris on the 30th day of April, 1803 (8 Stat. at L. 200), between the United States and France, contained within the following limits, that is to say: Beginning at the mouth of the River Sabine, thence by a line drawn along the middle of said river, including all islands to the 32d degree of latitude; thence due north to the northernmost part of the 33d degree of north latitude; thence along the said parallel of latitude to the River Mississippi; thence down the said river to the River Iberville, and from thence along the middle of said river and Lakes Maurepas and Pontchartrain to the Gulf of Mexico; thence bounded by the said gulf to the place

of beginning, including all islands within three leagues of the coast, etc.”

III.

By the Act of Congress found in the United States Statutes at Large, vol. 2, p. 708, chap. 57, approved April 14, 1812, additional territory was added to the then-existing State of Louisiana which additional territory was described in the following language:

“Beginning at the junction of the Iberville with the River Mississippi; thence along the middle of the Iberville, the River Amite, and of the Lakes Maurepas and Pontchartrain to the eastern mouth of the Pearl River; thence up the eastern branch of Pearl River to the 31st degree of north latitude; thence along the said river to the place of beginning, shall become and form a part of the said state of Louisiana.”

IV.

The territory lying adjacent to, and to the eastward of the State of Louisiana, is the State of Mississippi, which latter state was admitted into the Union of the United States of America by the Act of Congress found in the United States Statutes at Large, vol. 3, chap. 23, page 348, approved March 1, 1817, whereby the inhabitants of the western part of the then Mississippi territory were authorized to form for themselves a state constitution and to be admitted into the Union, the boundaries of the then-to-be-created state being described as follows:

“Beginning on the River Mississippi at the point

where the southern boundary line of the state of Tennessee strikes the same; thence east along the said boundary line to the Tennessee River; thence up the same to the mouth of Bear Creek; thence by a direct line to the northwest corner of the county of Washington (Alabama); thence due south to the Gulf of Mexico; thence westwardly, including all the islands within six leagues of the shore to the most eastern junction of Pearl River with Lake Borgne; thence up said river to the 31st degree of north latitude; thence west along the said degree of latitude to the Mississippi River; thence up the same to the beginning."

V.

The effect of this legislation, as to the eastern boundary of the State of Louisiana, was to retain the channel or thread, sometimes known as the thalweg, of the Mississippi River as the original eastern boundary, as far south as the 31st degree of north latitude. Such original eastern boundary from the northeast tip of the State of Louisiana to said 31st degree of north latitude is common with the State of Mississippi.

VI.

Under the law of Louisiana, the State of Louisiana owns the bed of the Mississippi River to the boundary line of the States of Louisiana and Mississippi. Under the law of the State of Mississippi, the riparian owner owns to the boundary line between said States. The Supreme Court of the United States has original jurisdiction of suits to determine the

boundaries between states, and of parties adversely asserting title to the property of a state.

VII.

Until recently the primary interest in the determination of the exact boundary line in the Mississippi River between the two states has been as to navigation and fishing rights, and to masses of land where an avulsion has taken place. The discovery and development of subsurface oil and gas has now raised a new and different right and poses to the states involved substantial and complicated problems.

VIII.

On May 10, 1948, the State of Louisiana, through its State Mineral Board, executed an Oil, Gas and Mineral Lease to the Carter Oil Company, designated as Louisiana State Lease No. 1458, covering and affecting the following described lands, located in Concordia Parish, Louisiana:

All of the lands now or formerly constituting the beds and bottoms of the Mississippi River and of all other rivers, creeks, streams, bayous, lagoons, lakes, bays, coves, inlets and any other water bottoms and any arm or tributaries of such water bodies belonging to the State and any other water courses, beds and bottoms situated wholly or partially within the following described area, to-wit: Beginning at the Northwest corner of Section forty-six (46), Township five (5) North, Range Nine (9) East, Concordia Parish, Louisiana, go

East along the Northern boundaries of Sections forty-six, forty-five and forty-four (46, 45 and 44) of the said Township and Range and along an extension of such line to the Northeasterly corner of Section forty-two (42), Township five (5) North, Range nine (9) East, thence in a Southeasterly direction along the boundary between Sections forty-one and forty-two (41 and 42), Township five (5) North, Range nine (9) East, and along a projection of such Easterly boundary to the intersection of such projected line with Longitude thirty-one (31) degrees, twenty-five (25) minutes North; thence due East to the boundary between the State of Louisiana and the State of Mississippi; thence downstream along the boundary between the States of Louisiana and Mississippi, following the meanderings thereof to a point determined by the intersection with the said State boundary of a line obtained by extending easterly the Southern boundary of Section Thirty-nine (39), Township four (4) North, Range eight (8) East, Concordia Parish, Louisiana; thence West along the line determined by extension of the Southern boundary of the said Section thirty-nine (39), Township four (4) North, Range nine (9) East; thence North along the West boundary of Range nine (9) East to the point of beginning, all as more fully shown on a plat on file in the State Land Office of the State of Louisiana.

A true and correct copy of said Oil, Gas and Mineral Lease is herewith attached marked Exhibit "A" hereto and made a part hereof as fully as though herein copied. Said lease is recorded in Book H-3, page 419,

Register No. 28032 of the Land Records of Concordia Parish, Louisiana.

IX.

The initial consideration for the execution of said lease was the bonus of \$23,107.00. The primary term of the lease was for three years and the annual delay rental payment was fixed at \$11,553.50. Said lease was maintained by the Carter Oil Company by the payment of the delay rentals and by drilling and obtaining production from said lease, and by payment of the one-eighth royalty to the State of Louisiana.

X.

On February 17, 1954, the Carter Oil Company filed a drilling application and on February 24, 1954, obtained Permit No. 35,927 from the proper regulatory authority of the State of Louisiana namely, The Department of Conservation of the State of Louisiana, to directionally drill and did drill a well from a surface location in Concordia Parish on the Louisiana bank of the Mississippi River to a point under the bed of the Mississippi River described as South 79° 16' East 13,191 feet from the Northwest corner of Section 12, Township 4 North, Range 9 East, Fairview Field, Concordia Parish, Louisiana, which said point was then and ever since has been within the confines of the State of Louisiana. Said well was then known as the Carter Oil Company Louisiana State Well No. 1, began to produce oil on the 27th day of April 1954, and has continued to produce oil down to

the present. On December 1, 1959, Carter Oil Company, a corporation, was merged with Humble Oil & Refining Company, the latter succeeding in title to the lease and to the Carter Oil Company Louisiana State Well No. 1. Since said December 1, 1959, the well has been designated Humble Louisiana State Well No. 1.

XI.

The State of Louisiana, since the completion of said well, through its regulatory authority, has continued to regulate the production thereof, supervising its allowables, requiring production reports, issuing certificates of compliance, and exercising complete jurisdiction over the same, Carter Oil Company and its successor, Humble Oil & Refining Company, pursuant to the terms and provisions of said Exhibit "A" since said 27th day of April, 1954, have been paying the royalty to the State of Louisiana. The total production from the date of completion to the 1st day of November, 1962, amounted to 243,956 barrels of oil.

XII.

On the 27th day of November, 1962, there was filed in the Western Division of the Southern District of the State of Mississippi, United States District Court, at Vicksburg, Mississippi, that certain Complaint styled, "*Joseph S. Zuccaro, et al., v. Humble Oil & Refining Company*," and numbered Civil Action 1011 on the docket of said Court, a true and correct copy of said Complaint being herewith attached marked

Exhibit "B" hereto and made a part hereof as fully as though herein copied. As therein stated, the plaintiffs aver and allege the Carter Oil Company Louisiana State No. 1 Well, at the time of its initial production and now, was located within the State of Mississippi. Said Complaint prays that Humble Oil & Refining Company, the successor in title and in interest to Carter Oil Company, be required to respond in damages for the oil produced since it commenced to flow in 1954. The State of Louisiana was not and has not been made a party to said suit.

XIII.

By virtue of the provisions of Chapter 256 of the Laws of Mississippi, 1948, as amended, the Mississippi State Oil and Gas Board was created and given broad and specific powers and authority to prevent waste, foster, encourage, and provide conservation of crude oil and natural gas and products thereof, and protect the vested, coequal and correlative rights of owners of crude oil and natural gas. These powers embrace the authority to regulate the day-to-day production practices stemming from the drilling and operation of oil and gas wells in the State of Mississippi, the production of oil therefrom, its measurement, and the issuance of certificates of compliance to purchasers.

XIV.

Both the States of Mississippi and Louisiana impose severance taxes on oil produced from lands located within their respective boundaries and ad valo-

rem taxes on equipment and facilities used in drilling and production operations. The State of Mississippi imposes contractors' drilling taxes on such operations, and documentary taxes. As a consequence, the State of Mississippi, in addition to the protection due its citizens in the exercise of their alleged ownership and proprietary rights in and to lands located within said State, has a vested interest in the determination of the bottom hole location of Humble Oil & Refining Company Louisiana State No. 1 Well and the oil being produced therefrom.

XV.

The area leased to the Carter Oil Company, described in Exhibit "A" hereto, is located in the Mississippi River, and a substantial part thereof is located a short distance below what is now known generally as the Glasscock Cutoff, and runs South to and slightly beyond Deadman's Bend. Prior to the year 1934 and for many years earlier, the Mississippi River was traveling in a loop to the East at a point immediately South of the Southern terminus of Glasscock Cutoff until it veered back to the West at Deadman's Bend. Had there been no interference with the processes of nature, the Mississippi River at this point would have continued to move towards the East. In the early 1930's, the United States of America, through the Mississippi River Commission, an agency created by the United States of America and staffed by the United States Engineers, after intensive study of the Mississippi River and its flood control problems, as well as

that of navigation, concluded that a series of cutoffs should be constructed at various points on the Mississippi River between Cairo, Illinois, and to a point north of the City of Baton Rouge, Louisiana. The general overall purpose of such cutoffs was to eliminate bottlenecks which hampered the runoff of the waters during flood stages and to speed up the flow, thereby reducing the danger of floods and also permitting additional stabilization of the levee system then in process of construction. Some 15 of these cutoffs were subsequently made.

XVI.

The Glasscock Cutoff was dug between the years 1933 and 1939 by dredging operations conducted by the United States Engineers. In so doing, the Mississippi River was diverted from its normal course and run through the ditch, or canal, constructed by these dredging operations. The Glasscock Cutoff required ditching operations for a distance of approximately three and one half miles.

XVII.

Although such is denied by the State of Mississippi, the Carter Oil Company Louisiana State Well No. 1 was located in the State of Louisiana according to physical fact and applicable law at the time of its drilling in the year 1954 and since. Any movement which may have subsequently occurred of the Mississippi River, or any movement which may have occurred after the year 1939, could only have taken place as

the direct result of the Glasscock Cutoff. The Glasscock Cutoff, being man made as opposed to natural means, and avulsive in any event, could not destroy the vested right of the State of Louisiana to its eastern boundary or to its oil, gas and minerals lying under the bed of the river.

XVIII.

The dividing line between states separated by navigable rivers has been referred to variously as "up the river," "down the said river," (Par. II Supra), the "middle of the river," the "center of said river," the "thread of the stream," the "thread of the channel," the "deepest part," the "middle of the main channel," the "center of the main channel," the "middle of the main channel of navigation," and "the thalweg."

XIX.

In the necessary and essential exercise of sovereign rights, the exact location of the boundary line between Mississippi and Louisiana in the area involved becomes of major and substantial significance to the respective states, in view of the great value of oil, gas and other minerals now known to exist at their respective borders. Heretofore, it has not been necessary to determine with preciseness the exact location of such boundary line.

XX.

As a direct and current result of the filing of the Complaint made Exhibit "B" hereto, extremely valu-

able rights claimed by the State of Louisiana have been placed in jeopardy. At the same time, the now known existence of such valuable property below the surface of the Mississippi River opens many avenues of possible conflict between the two states, growing out of the need for regulatory practices through their respective agencies in drilling, operating, and producing of oil and gas, so that these resources may be conserved and at the same time the rights of all parties in any common pool or reservoir be recognized and protected.

XXI.

On the 20th day of March, 1963, Humble Oil & Refining Company filed its Answer, together with Motions incorporated therein, to the Complaint made Exhibit "B" hereto. A true and correct copy of said Answer and exhibits thereto is herewith attached, and marked Exhibit "C" and Exhibits C-1, C-2, C-3, C-4, C-5 and C-6, all made a part hereof as fully as if herein copied.

XXII.

The property rights and the solemnity of the boundary of the State of Louisiana are inextricably involved in the private litigation thus instituted and pending in the United States District Court for the Western Division of the Southern District of the State of Mississippi, and said Court is not the forum proper to such determinations. Nor is the State of Louisiana required to submit its title to said Court, nor should it be. The decision of the Supreme Court of the United

States herein will be conclusively binding on all private parties and it alone has the power to fix and determine the boundary lines herein set forth. The suit of "*Joseph S. Zuccaro, et al., v. Humble Oil & Refining Company*" should be stayed by Order of this Court until a final judgment herein can be had, and application is hereby made by the State of Louisiana for an Order to be issued by this Court, directed to the United States District Court, Western Division of the Southern District of Mississippi, staying all proceedings in said suit.

XXIII.

The jurisdiction of the Supreme Court of the United States in boundary disputes between States is exclusive and original and accordingly, it is appropriate that the suit of "*Joseph S. Zuccaro, et al v. Humble Oil & Refining Company*" be stayed, and all parties thereto be served with copy of the Stay Order herein applied for, and be given the opportunity to assert such interests as they may have in this action.

WHEREFORE, PREMISES CONSIDERED,
Complainant prays:

1. That process issue herein to all parties as required by law.
2. That an order be issued promptly to the United States District Court for the Western Division of the Southern District of the State of Mississippi, staying any further proceedings in the suit of "*Joseph S. Zuccaro, et al. v. Humble Oil & Refining Company*," C. A.

No. 1011, on the docket of said Court, until final judgment has been rendered herein or until further order of this Court.

3. That on final hearing hereof, the eastern boundary line of the State of Louisiana between Glasscock Cutoff and Deadman's Bend on the Mississippi River in Concordia Parish, Louisiana, as of May 10, 1948, and since be fixed and determined, the Court to further adjudge that the Carter Oil Company Louisiana State Well No. 1 (now known as the Humble Louisiana State Well No. 1), herein before specifically described, is and has been since April 27, 1954, located within the State of Louisiana.

4. That the claim of right and title asserted by Joseph S. Zuccaro, Mrs. Marie K. Zuccaro, Anthony E. Zuccaro, Nell Kaiser Zuccaro, William S. Perkins, Marie Zuccaro Perkins and Fay Cade Zuccaro, in and to the above said well and the proceeds thereof be herewith canceled and forever held for naught.

And for such other and further relief, general or special, as may be meet and proper.

Respectfully submitted,

JACK P. F. GREMILLION,
Attorney General,
State of Louisiana.

CARROLL BUCK,
First Assistant Attorney General,
State of Louisiana.

EDWARD M. CARMOUCHE,
Assistant Attorney General,
State of Louisiana.

JOHN L. MADDEN,
Assistant Attorney General,
State of Louisiana.

JOHN A. BIVINS,
Special Counsel
To the Attorney General,
State of Louisiana.

**BRIEF OF THE STATE OF LOUISIANA IN SUP-
PORT OF ITS MOTION FOR LEAVE TO FILE
ORIGINAL SUIT AND FOR STAY ORDER**

OPENING STATEMENT

As set forth in the Motion with Complaint annexed herein filed by the State of Louisiana, the proposed suit involves a determination of the exact location of a portion of the eastern boundary line of the State of Louisiana common with the State of Mississippi and the canceling of the claims of certain named private parties to property rights of the State of Louisiana under the bed of the Mississippi River.

I.

JURISDICTION OF SUITS BETWEEN STATES

The Supreme Court of the United States has exclusive original jurisdiction of all controversies between states. As set forth in Par. 2, Sec. 2, Article III of the Constitution:

“In all cases affecting ambassadors, other public ministers and consuls, and those in which a state shall be a party, the Supreme Court shall have original jurisdiction.”

As set forth in Section 1251, Title 28, U.S.C.A. (June 25, 1948), c. 646, 62 Stat. 927, Paragraph (a) (1):

“(a) The Supreme Court shall have original and exclusive jurisdiction of:

“(1) All controversies between two or more states;”

II.

THE MOTION FOR LEAVE TO FILE SHOULD BE GRANTED

Jurisdiction vests since this is a suit between the States of Louisiana and Mississippi in which private persons are also proper parties due to the nature of the boundary dispute.

The value of the property involved is great. The rights of the State of Louisiana are real and substantial. The controversy exists and is justiciable. The Supreme Court of the United States is the only forum to settle this dispute, fix the boundary line between the States, and determine finally the rights of the parties. See *Florida v. Georgia*, 17 How. 478 (1855); *Oklahoma v. Texas*, 258 U.S. 574, 66 L. Ed. 771, 42 Sup. Ct. 406 (1922); and *Texas v. Florida*, 59 Sup. Ct. 563, 306 U.S. 398, 83 L. Ed. 817, 121 ALR 1179 (1939).

III.

POWER TO STAY

In the aid of its original jurisdiction, the Supreme Court has the power and authority to issue Stays not only inherently but also by Sec. 1651, Title 28 U.S.C.A. (June 25, 1948, c. 646, 62 Stat. 944, amended May 24, 1949, c. 139, § 90, 63 Stat. 102) which reads:

“(a) The Supreme Court and all courts es-

tablished by Act of Congress may issue all Writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law.”

See *Ex Parte Republic of Peru*, 318 U.S. 578, 87 L.ed 1014, 63 S. Ct. 793, (1943).

As stated in *Landis v. North American Company*, 299 U.S. 248, 81 L.ed 158, 57 S. Ct. 163, (1936) :

“Apart, however, from any concession, the power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket with economy of time and effort for itself, for counsel and for litigants.”

Respectfully submitted,

JACK P. F. GREMILLION,
Attorney General,
State of Louisiana.

CARROLL BUCK,
First Assistant Attorney General,
State of Louisiana.

EDWARD M. CARMOUCHE,
Assistant Attorney General,
State of Louisiana.

JOHN L. MADDEN,
Assistant Attorney General,
State of Louisiana.

JOHN A. BIVINS,
Special Counsel
To the Attorney General,
State of Louisiana.

APPENDIX

EXHIBITS: (Copies enclosed herein in clasp envelope)

“A”—Oil, gas and mineral lease from the State of Louisiana to The Carter Oil Company (State Lease No. 1458), dated May 10, 1948.

“B”—Complaint in case of *Joseph S. Zuccaro, et al v. Humble Oil & Refining Company*, C.A. No. 1011, U.S. District Court, Western Division, Southern District of Mississippi.

“C”—Answer to Complaint in the Zuccaro case above identified.

The following exhibits attached to and made a part of Defendant's answer to the Complaint in the Zuccaro case above identified:

“C-1”—Oil, gas and mineral lease from Joseph and Marie Zuccaro to Loyt Simmons, dated September 26, 1941 (said instrument marked Exhibit “B” in defendant's answer).

“C-2”—Oil, gas and mineral lease from Mrs. Marie Kincke Zuccaro, et al to Humble Oil & Refining Company, dated December 5, 1950 (said instrument marked Exhibit “C” in defendant's answer).

“C-3”—Oil, gas and mineral lease from Mrs. Marie K. Zuccaro, et al to Humble Oil & Refining Company, dated November 11, 1955 (said instrument marked Exhibit “D” in defendant's answer).

“C-4”—Agreement and cross assignment between Humble Oil & Refining Company and The

Carter Oil Company, dated November 25, 1953 (said instrument marked Exhibit "E" in defendant's answer).

"C-5"—Correction and amendment of Agreement and cross assignment, between Humble Oil & Refining Company and The Carter Oil Company, dated September 3, 1954 (said instrument marked Exhibit "E-1" in defendant's answer).

"C-6"—Amendment to agreement and cross assignment between Humble Oil & Refining Company and The Carter Oil Company, dated August 12, 1955 (said instrument marked Exhibit "E-2" in defendant's answer).

PROOF OF SERVICE

The undersigned, of counsel for the State of Louisiana herein, and a member of the Bar of the Supreme Court of the United States, hereby certify that on May —, 1963, I served copies of the foregoing Motion of the State of Louisiana For Leave to File Original Action with Complaint and Brief annexed, by depositing the same in a United States mailbox with first class postage prepaid, addressed to:

HON. ROSS R. BARNETT,
Governor of the State of Mississippi,
Jackson, Mississippi.

HON. JOE T. PATTERSON,
Attorney General of the State
of Mississippi,
Jackson, Mississippi.

MR. LANDMAN TELLER,
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MR. JOSEPH S. ZUCCARO,
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BRUNINI, EVERETT, GRANTHAM & QUIN,
P. O. Box 119,
Jackson, Mississippi.

Attorneys of Record for Humble Oil &
Refining Company.

such being their post office addresses.

Of Counsel for the State of
Louisiana



**Exhibits attached to answer of Defendant in Case of
Joseph S. Zuccaro, et al v. Humble Oil & Refining
Company, Civil Action No. 1011, United States Dis-
trict Court for the Western Division of the Southern
District of Mississippi.**

STATE OF LOUISIANA.

STATE LEASE No.

PARISH OF EAST BATON ROUGE.

WHEREAS, under the provisions of Act No. 93 of the Regular Legislative Session of 1936, as amended, application was made to the STATE MINERAL BOARD for a lease of the hereinafter described lands, and a report thereon having been made by the Register of the State Land Office, and,

WHEREAS, in response to said advertisements, bids were received at the State Capitol on the 20th day of April 1912 at a meeting of the STATE MINERAL BOARD, and,

WHEREAS, it appears that the bid of THE LEBLANC LUMBER COMPANY, a Louisiana corporation
of P.O. Box 491, Tulsa, Oklahoma
hereinafter styled "lessee", is the most advantageous to the State of Louisiana;

NOW, THEREFORE, BE IT KNOWN AND REMEMBERED, that the said STATE MINERAL BOARD, acting under the authority of the said Act No. 93 of the Regular Session of 1936, as amended, and in accordance with the terms thereof, and acting in behalf of the State of Louisiana

(this)

as "lessor", does hereby let and lease unto the said lessee, (its) heirs and assigns the hereinafter described property, for the purpose of exploiting the same by geophysical means in locating mineral bearing structure thereon, and for producing therefrom sulphur, potash, oil, gas and/or other liquid or gaseous hydro-carbon minerals, in and under said lands, and also the exclusive right of drilling and operating thereon for sulphur, potash, oil, gas and/or other liquid or gaseous hydro-carbon minerals, together with a right of way for, and the right to lay pipelines to convey water, oil, gas, steam and sulphur, and the right to have sufficient water from the premises to drill and operate any wells which the said lessee may bore thereon, and also such other privileges as are reasonably requisite for conducting such operations, and the right to remove from said premises at any time any and all property that may have been placed thereon by lessee, provided that the said lessee shall have fulfilled its obligations to lessor hereunder.

The said property to which this instrument applies is located in Concordia Parish and is described as follows: Tract 5338 - All of the lands now or formerly constituting the beds and bottoms of the Mississippi River and of all other rivers, creeks, streams, bayous, lagoons, lakes, bays, coves, inlets and any other water bottoms and any arm or tributaries of such water bodies belonging to the State and any other water courses, beds and bottoms situated wholly or partially within the following described area, to-wit: Beginning at the Northwest corner of Section forty-six (46), Township five (5) North, Range Nine (9) East, Concordia Parish, Louisiana, go East along the Northern boundaries of Sections forty-six, forty-five and forty-four (46, 45 and 44) of the said Township and Range and along an extension of such line to the Northeast corner of Section forty-two (42), Township five (5) North, Range nine (9) East, thence in a southeasterly direction along the boundary between Sections forty-one and forty-two (41 and 42), Township five (5) North, Range nine (9) East, and along a projection of such easterly boundary to the intersection of such projected line with Longitude thirty-one (31) degrees, twenty-five (25) minutes North; thence due East to the boundary between the State of Louisiana and the State of Mississippi; thence down-stream along the boundary between the States of Louisiana and Mississippi, following the meanderings thereof to a point determined by the intersection with the said State boundary of a line obtained by extending easterly the Southern boundary of Section Thirty-nine (39), Township four (4) North, Range eight (8) East, Concordia Parish, Louisiana; thence West along the line determined by extension of the Southern boundary of the said Section thirty-nine (39), Township four (4) North, Range eight (8) East to the West boundary of Township four (4) North, Range nine (9) East; thence North along the West boundary of Range Nine (9) East to the point of beginning, all as more fully shown on a plat on file in the State Land Office.

The area is estimated to contain 3,301 acres, more or less.

TO HAVE AND TO HOLD unto the said lessee, (~~his~~) heirs and assigns, for the term and under the conditions hereinafter set forth, to-wit:

I.

Lessee has this day paid to lessor the sum of Twenty-three thousand one hundred seven
(\$23,107.00) Dollars for the right to begin the drilling of a well on the herein leased
premises at any time within one (1) year from the date hereof, said sum also being part considera-
tion for lessee's right to delay such drilling operations under the conditions hereinafter provided.

Should lessee fail to begin the actual drilling (spudding in) of a well on these premises within the one (1) year above provided, then this lease shall terminate as to both parties, lessor and lessee, unless on or before such anniversary date lessee pays to lessor the sum of Eleven Thousand

Five Hundred fifty-three and 50/100 (1,11,553.50) Dollars
(herein called rental), which payment shall cover the privilege of deferring commencement of drilling operations (as above defined) for a period of twelve (12) months. In like manner, and upon like payments annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each, during the primary term of this lease, which primary term is hereby declared to be three (3) years from the date hereof.

If during the primary term of this lease as above set forth, lessee shall begin actual drilling on the premises and shall thereafter cease such drilling operations for more than sixty (60) days, prior to developing and producing sulphur, potash, oil, gas and/or other liquid or gaseous hydro-carbon mineral in paying quantities, then the said lessee may continue its rights in effect for the remainder of the primary term of this lease by resuming payments as above provided, and by paying to lessor, within sixty (60) days from the cessation of drilling operations, the payment for the current period which lessee must have paid to maintain its rights had lessee begun no such operations.

Exhibit "A"

WITNESSES to the
signature of Lessor:

W. Harmon
Neo Fules

STATE MINERAL BOARD

By: W. Harmon
For the State of Louisiana, Lessor

WITNESSES to the
signature of Lessee:

C. F. Stotts
John H. Folks

THE CARTER OIL COMPANY

W. Harmon Vice President
For Lessee
ATTEST: W. Harmon
Assistant Secretary

STATE OF LOUISIANA,

PARISH OF Caddo

BE IT KNOWN that on this 10th day of May, 1948, before me
Charles D. Hudley, Notary Public, duly commissioned and qualified,
personally appeared the above named W. Harmon, Chairman
State Mineral Board

who signed the foregoing mineral lease before me and in the presence of the two competent witnesses whose names are thereto subscribed as such, and the said appearer thereupon declared and acknowledged unto me, in the presence of said witnesses, that he signed and executed said mineral lease for the purposes and considerations therein expressed.

IN WITNESS WHEREOF the said appearer has signed these presents before me and in the presence of said witnesses, and I have hereunto set my official hand and seal with said witnesses on the day and date above written.

WITNESSES:

W. Harmon
Neo Fules

W. Harmon

Charles D. Hudley
Notary Public

STATE OF Oklahoma

COUNTY OF Tulsa

SS.

LOUISIANA ACKNOWLEDGMENT

(Corporate Form)

BEFORE ME, the undersigned authority, this day personally appeared C. F. Stotts, to me known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who, being first duly sworn, on his oath, says:

That he subscribed his name to the foregoing instrument as a witness, and that he knows H. F. Moses, named in said instrument as the Vice President of The Carter Oil Company

and that he saw the said H. F. Moses execute the same as his voluntary act and deed on behalf of said corporation for the intents and purposes therein set out, and that John H. Folks subscribed his name to the same at the same time as the other attesting witness.

SWORN TO AND SUBSCRIBED before me, this 19th day of May, 1948.

My commission expires:

Dec. 31, 1949

W. Harmon
Notary Public

Upon beginning the drilling of a well within the premises, the lessee shall have the right to make as many attempts to develop sulphur, potash, oil, gas and/or other liquid or gaseous hydro-carbon minerals as it deems proper, and said attempts shall be made as above set forth, and to continue the exercise of such rights as long as it pleases, provided, however, that except as otherwise provided herein, such attempts shall be successive in the sense that until sulphur, potash, oil, gas and/or other liquid or gaseous hydro-carbon mineral is being produced in paying quantities, not more than sixty (60) days shall lapse from the date of cessation of work on one well and the beginning of drilling operations (as above defined) on another, or of reworking operations on the same well, and provided further, that such operations shall be carried out diligently and in good faith in an effort to develop the premises as herein contemplated.

If in the exercise of the rights herein granted, minerals be developed or produced in paying quantities in or on the premises, the said lessee binds itself to thereafter proceed to further develop the said premises with reasonable diligence and to so continue until a reasonable development of the property has been accomplished.

Lessee further agrees that should a well capable of producing oil or gas or other liquid hydro-carbon mineral in paying quantities be brought in within six hundred sixty (660) feet (or within any spacing or pooling unit distance as established by the Department of Conservation) of the leased premises, it will begin the drilling of a well on said leased premises within sixty (60) days of the date on which said well so qualifies as a well capable of producing oil or gas or other liquid or gaseous hydro-carbon mineral in paying quantities, and in addition to the specific offset drilling obligation above provided, will drill any and all wells necessary on the premises to prevent drainage of oil, gas and/or other liquid or gaseous hydro-carbon mineral by a well or wells on adjacent property.

III.

Should sulphur, potash, oil, gas and/or other liquid hydro-carbon mineral be produced in paying quantities on the premises hereunder, then the said lessee shall deliver to lessor as royalty, free of expense:

One-eighth (1/8) of all oil produced and saved, including distillate or other liquid hydro-carbons, delivery of said oil to be understood as made when same has been received by the first purchaser thereof. Or lessee may, in lieu of said oil delivery, and at its option, pay to lessor sums equal to the value thereof on the premises; provided no deductions or charges shall be made for gathering or transporting said oil to the purchaser thereof, or loading terminal, nor shall any deductions whatsoever be made chargeable to lessor; provided further, that the price paid lessor for said oil shall not be less than the average posted pipe-line or loading terminal price then current for oil of like grade or quality.

One-eighth (1/8) of all gas produced and saved or utilized, delivery of said gas to be understood as made when same has been received by the first purchaser thereof. Or lessee may, in lieu of said gas delivery, and at its option, pay to lessor sums equal to the value thereof at the well, provided no gathering or other charges are made chargeable to lessor; provided further that the price paid lessor for said gas shall not be less than the average price then current for gas of like character or quality delivered to the pipe line purchaser in that field. Lessee shall however when a market cannot be secured for gas and gas produced is not being utilized or sold on or off the premises, pay lessor, "lieu royalty" at the rate of Two Hundred (\$200.00) Dollars per year, payable quarterly, for each well capable of producing gas only.

Seventy-five cents (75¢) per long ton for all sulphur produced and saved.

Ten cents (10¢) per ton for all potash produced and saved.

One-eighth (1/8) of any and all other liquid or gaseous hydro-carbon minerals not specifically mentioned, said royalties to be delivered or paid as is the accepted custom in such matters.

IV.

It is expressly understood and agreed that about, (on or before) the expiration of the primary term hereof, lessee shall declare in writing that portion or portions of the property herein leased, if any, are not at such time, in lessee's judgment developed, the lessee, in so declaring, to make known to lessor the existence of any Domes, and/or other Structure favorable for accumulation of minerals

on or under the premises of which lessee may have knowledge, and to declare whether the same be by lessee deemed capable of development as herein understood (should lessee fail to make such required declaration, then this lease shall ipso facto terminate except as to acreage lessee is specifically allowed to retain as set forth in paragraphs numbered V and VI hereof), and if there shall be any portion or portions of the premises remaining undeveloped and capable of development and this lease has been kept in force and effect by production or drilling operations, then lessee shall proceed immediately to develop the remainder of said property as contemplated herein, and lessee shall then release, by proper instrument, from the effect of this lease, any portion or portions of the premises not already under active development or included within the above described declaration as being capable of further development.

V.

Should lessee, at any time after beginning to exploit the premises as understood herein, decide that it no longer desires to carry on drilling operations, then the said lessee is granted the right to

(he) (his)
cease such operations, and lessee shall, if (it) so selects, retain (its) rights in and to ten (10) acres or the size acreage unit for the field as established by a spacing or pooling order of the Department of Conservation, (in the form of a square, the well being the center, as near as practicable) of the property for each and every well (other than a gas well) which lessee shall have drilled thereon and is producing sulphur, potash, oil, or other liquid hydro-carbon mineral therefrom; provided that said well or wells shall be located on that portion or portions of the property so retained by lessee; and provided further, that lessee's rights in and to that portion of the premises so retained shall endure only so long as lessee shall continue to produce sulphur, potash, oil, or other hydro-carbon mineral from said well or wells on said tract or tracts so retained in paying quantities.

Should lessee at any time elect to abandon operations as above provided, then lessee shall notify lessor in writing of its intention to so do, and shall specify what portion or portions of the said premises the said lessee is entitled by virtue hereof to retain and operate; and lessee shall, as soon as practicable thereafter, execute an instrument or all instruments necessary to effect a proper release of the undeveloped portion of the premises.

VI.

It is agreed and understood that lessee shall not be required to drill more than one (1) well for each forty (40) acres held hereunder where the premises shall prove to be productive of gas only, save and except where such well, or wells, are necessary to prevent drainage of gas from the said premises by wells on adjacent property; and it is further agreed that should lessee at any time elect to abandon drilling operations as provided in paragraph V hereof, then the said lessee shall be entitled to retain its rights in and to the gas production from forty (40) acres (in the form of a square as near as practicable) for each and every gas well from which it shall at such time be producing gas in paying quantities; provided that any well or wells so producing shall be located on and reasonably near the center of that portion or portions of the property retained by lessee; and provided further, that lessee's rights to so hold such portion or portions of the said premises shall endure only so long as lessee shall continue to produce therefrom, gas in paying quantities.

VII.

If at any time during the life of this lease, lessee elects to no longer maintain the rights herein granted in effect, then the said lessee shall have the right to release and surrender unto lessor any and all rights hereby held unto lessee, whereupon this contract shall wholly terminate, but without prejudice to rights of lessor to enforce any liability or cause of action which may have theretofore accrued hereunder in favor of lessor.

VIII.

It is agreed and understood that operations hereunder shall offer no impediment to navigation.

IX.

It is further agreed and understood that the rights of lessee may be assigned or transferred in whole or in part but no transfer, whether in whole or in part, of the herein leased property shall be valid unless such transfer or assignment be approved by the STATE MINERAL BOARD and that said STATE MINERAL BOARD shall have supervision of this lease for the full period of its duration.

X.

~~Lessee may, with the consent and approval of the STATE MINERAL BOARD, pool or combine the acreage covered by this lease, or any portion thereof, with the land, lease, or leases contiguous thereto or contained in one unit. Such pooling or combining to be in strict conformity with spacing and other rules, regulations, or orders of the Department of Conservation and the STATE MINERAL BOARD; nor shall such pooling or combining agreement in any way decrease the obligations of lessee as herein stipulated.~~

THUS DONE, READ, ACCEPTED AND SIGNED by the parties hereto, the lessor, The State of Louisiana, herein represented by the State Mineral Board acting through _____

_____, duly authorized, and the lessee, _____ in the presence of the respective undersigned witnesses, on this the _____ day of _____, A.D. 1948.

C
O
P
Y

Southern District of Miss.
Filed: Nov. 27, 1962
Loryce E. Wharton, Clerk
By: Ruby L. Short, Deputy

Exhibit "B"

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE
WESTERN DIVISION OF THE SOUTHERN DISTRICT OF MISSISSIPPI

JOSEPH S. ZUCCARO, MRS. MARIE K.
ZUCCARO, ANTHONY E. ZUCCARO,
NELL KAISER ZUCCARO, WILLIAM S.
PERKINS, MARIE ZUCCARO PERKINS
AND FAY CADE ZUCCARO, PLAINTIFFS,

VS.

HUMBLE OIL & REFINING COMPANY,
a Corporation, DEFENDANT.

CIVIL ACTION
NO. 1011

C O M P L A I N T

I.

The Plaintiffs, Joseph S. Zuccaro, Mrs. Marie K. Zuccaro, Anthony E. Zuccaro, Nell Kaiser Zuccaro, William S. Perkins, Marie Zuccaro Perkins and Fay Cade Zuccaro, are citizens of the State of Mississippi, residing in Adams County therein which is within the Southern District of Mississippi.

II.

The Defendant, Humble Oil & Refining Company, is a Delaware corporation whose corporate domicile is No. 100 West Tenth Street, Wilmington, Delaware; and said Defendant is authorized to do business in the State of Mississippi and has appointed C T Corporation System, a corporation, with office at 118 North Congress Street, Jackson, Mississippi, as its resident agent for the service of process.

III.

In this suit there is a controversy between citizens of different states in which the amount in dispute exceeds, exclusive of interest and costs, the sum of Ten Thousand (\$10,000.00) Dollars.

Exhibit "B"

IV.

In this suit an actual controversy of a justiciable nature exists between the Plaintiffs and the Defendant, citizens of different states, which controversy may be determined by a judgment in this action without other suits.

V.

Plaintiffs are owners, as tenants in common, of all of Section 11, Township 4 North, Range 4 West, Adams County, Mississippi.

VI.

On February 24, 1954, The Carter Oil Company, a West Virginia corporation, whose post office address was P. O. Box 801, Tulsa, Oklahoma, secured a permit to drill for minerals, No. 35927, from the Department of Conservation of the State of Louisiana which authorized the drilling of an oil and gas well whose surface location was described as follows: South 77° 35' East 11,690' from the northwest corner of Section 12; bottom hole location South 79° 16' East 13,191' from the northwest corner of Section 12, Fairview Field, Concordia Parish, Louisiana.

VII.

Subsequent to the issuance of the aforesaid permit the well was spudded in on March 2, 1954, and was successfully completed as a producer on April 25, 1954.

VIII.

Subsequent to the completion of said well said The Carter Oil Company was merged with the Defendant herein, Humble Oil & Refining Company, said Humble Oil & Refining Company assuming thereby all of the liabilities and obligations along with all of the assets of the said Carter Oil Company, including those arising out of the aforesaid well.

IX.

The bottom hole location of the completed well as described aforesaid, although purported to be located within the State of Louisiana in the application to the Louisiana Department of Conservation and the aforesaid permit issued thereon, was, at the time of the completion of said well and continually from said date to the present has been located within the confines of the State of Mississippi, and more particularly under that portion of the bed of the Mississippi River which is riparian to the above-described lands owned by the Plaintiffs. Plaintiffs would show that under the laws of the State of Mississippi here applicable, the Plaintiffs, as owners of the mainland riparian to the Mississippi River, are the owners of the bed of said river which lies opposite to their mainland ownership, and which ownership extends to the state boundary. Therefore, the oil, gas and other minerals produced and taken from said well by the Defendant were the property of Plaintiffs.

X.

The entry of said The Carter Oil Company upon the above-described lands of Plaintiffs and all of the activities conducted thereupon by said The Carter Oil Company and the said Defendant, Humble Oil & Refining Company, as aforesaid have been without grant of right or permission from the Plaintiffs or their predecessors in title. The said activities of the Defendant and its predecessor, said The Carter Oil Company, in the taking of oil, gas and other minerals from said lands and the marketing thereof for their account constitute waste committed upon the estate of the Plaintiffs and has resulted in serious and permanent damage to the same.

XI.

The Defendant, Humble Oil & Refining Company, and its predecessor, The Carter Oil Company, has been producing from said well from the date of its completion, as aforesaid, large quantities of oil, gas and other minerals and marketing the same for its own account. The Plaintiffs are entitled to recover damages for said waste, the measure of which is the value of all of the oil, gas and other minerals which may have been produced by the Defendant and its said predecessor, The Carter Oil Company, from said well to the date of such judgment as is entered in this suit, computed at the present market value of such oil, gas and other minerals, which value, as Plaintiffs believe, now approximates Seven Hundred Thousand (\$700,000.00) Dollars, but that the quantities of such mineral material produced from said lands and the values thereof are unknown to the Plaintiffs and cannot be discovered by the Plaintiffs with the exercise of reasonable diligence; however said quantities and values are known to the Defendant and are peculiarly within the knowledge of the Defendant, its said predecessor and their agents and employees, who have kept and do keep and maintain records and books disclosing all of said facts, which records and books are not available to the Plaintiffs, but are under the exclusive control of the Defendant.

WHEREFORE, Plaintiffs demand:

(a) That the Defendant render unto the Plaintiffs a full and accurate accounting of the oil, gas and other minerals taken by it and its said predecessor, The Carter Oil Company, from said lands and discover unto Plaintiffs the contents of its books and records reflecting the quality and quantities of such materials taken from said lands and the prices for which the same have been sold by it, and that the court enter in favor of the Plaintiffs and against the Defendant a money

judgment for the present market value of all of the oil, gas and other minerals produced from said lands and marketed by the Defendant (together with interest thereon due at the legal rate) to the date of the judgment; and

(b) That the Court enter a declaratory judgment under the Federal Declaratory Judgment Act directing the Defendant to pay over to the Plaintiffs at reasonable intervals the market value of all of the oil, gas and other minerals produced from said lands after the date of the judgment.

LANDMAN TELLER /s/
OF TELLER, BIEDENHARN & ROGERS
1205 Monroe Street
Vicksburg, Mississippi

JOSEPH S. ZUCCARO /s/
PRO SE and OF BERGER, CALLON,
ZUCCARO & WOOD
Natchez, Mississippi

ATTORNEYS FOR PLAINTIFFS

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE
WESTERN DIVISION OF THE SOUTHERN DISTRICT OF MISSISSIPPI

JOSEPH S. ZUCCARO, MRS. MARIE K.
ZUCCARO, ANTHONY E. ZUCCARO,
NELL KAISER ZUCCARO, WILLIAM S.
PERKINS, MARIE ZUCCARO PERKINS
AND FAY CADE ZUCCARO,

PLAINTIFFS

CIVIL ACTION

NUMBER 1011

VERSUS

HUMBLE OIL & REFINING COMPANY,
A Corporation

DEFENDANT

A N S W E R

FIRST DEFENSE

The complaint fails to state a claim against defendant upon which relief can be granted.

SECOND DEFENSE

Even though plaintiffs may have some basis for complaint, which is denied, the court has no jurisdiction to determine the rights of the parties here since the State of Louisiana is an indispensable party and no valid adjudication can be had until said sovereign State of Louisiana is before the court and this can only be obtained by action in the State of Louisiana.

THIRD DEFENSE

Defendant admits the allegations contained in paragraphs numbered I, II, V, VI, VII and VIII of the complaint; and defendant denies the allegations contained in paragraphs numbered III, IV, IX, X and XI of the complaint and denies that the plaintiffs are entitled to any of the relief sought and prayed for in paragraphs (a) and (b) of the complaint identified as "Plaintiffs' Demand"; and denies each and every other allegation contained in the complaint and

Exhibit "C"

denies that plaintiffs are entitled to recover from it any sum whatsoever and denies that plaintiffs are entitled to any relief whatsoever from it in this cause.

FOURTH DEFENSE

If the boundary line existing between the State of Louisiana and the State of Mississippi has changed because of change in the thalweg of the river, which is denied, then and in that event, and as an alternative position, the defendant says that Carter Oil Company acquired oil, gas and mineral lease from the State of Louisiana on May 10, 1948, which covered property to the Louisiana and Mississippi boundary line and joined plaintiffs' property to the west, copy of which said lease is hereby attached, marked Exhibit "A" hereto and made a part hereof as if copied herein; and the oil well in question was completed as a producing oil well on April 27, 1954, by Carter Oil Company under lease with the State of Louisiana; and the Humble Oil & Refining Company obtained an assignment from W. Loyt Simmons (recorded in Book 5, page 182, of the Land Records of Adams County, Mississippi) of a lease executed by plaintiffs first on September 26, 1941, for a primary period of ten years, and thereafter a second lease was taken by defendant from plaintiffs on December 5, 1950, for a term of five years, and a third lease on the same property was obtained on November 11, 1955, for a primary period of five years, and that all of that needed and necessary to be done under said lease contracts was done to cause lease on the premises in question claimed for the plaintiffs to be in full force and effect from and after September 21, 1941, to the date hereof; and if the thalweg of the river has been changed and the well drilled and produced by the Carter Oil Company was at the time of the drilling thereof or has since become located in the State of Mississippi under circumstances to

make possible application of claimed change in boundary between the State of Louisiana and the State of Mississippi, which is denied, production would cause said leases of plaintiffs to remain in full force and effect as provided by said lease contracts, and copies of applicable lease contracts aforesaid of September 26, 1941, December 5, 1950, and November 11, 1955, are attached hereto as Exhibits "B," "C," and "D," respectively, and made as much a part hereof as if copied herein.

That thereunder and thereby the leasehold estate was or continued to be vested in defendant and its predecessor in title, the Carter Oil Company, to whose rights defendant has succeeded in their entirety, said leasehold estate having been and remained so vested by virtue of the acts, facts, conveyances, payment of delay rentals, production of oil, agreements, and acquiescences, all as set forth herein.

FIFTH DEFENSE

For further defense and as a further alternative position, the defendant adopts all of that contained in the Fourth Defense above as a part of this defense and in addition thereto says that when the Carter Oil Company drilled a well on its lease from the State of Louisiana by directional drilling the well was placed west of what was then determined to be the boundary line between the State of Mississippi and the State of Louisiana; and the Carter Oil Company, owning lease contract to the Mississippi state line, and defendant, owning oil, gas and mineral lease to the Louisiana state line, entered into Agreement and Cross-Assignment dated November 25, 1953, with correction and amendment thereto dated September 3, 1954, and amendment thereto dated August 12,

1955, so that changes, if any, of boundary line between the two states would not affect the enforceability of the existing leases; and said Agreement and Cross-Assignment as amended continued in full force and effect until the Carter Oil Company, effective December 31, 1959, merged with and became a part of the Humble Oil & Refining Company, and under these circumstances the lease contract of Humble Oil & Refining Company with plaintiffs has continued in full force and effect either by payment of annual delay rentals or by virtue of change of the boundary line between the State of Louisiana and the State of Mississippi in the area in question, if there were a change in the location of the boundary line, which is denied, so that in no event can recovery be had by plaintiffs against defendant in this cause; and copies of said Agreement and Cross-Assignment and the amendments are attached hereto as Exhibits "E," "E-1," and "E-2," respectively, and made as much a part hereof as if copied herein.

That thereunder and thereby the leasehold estate was or continued to be vested in Defendant and its predecessor in title, the Carter Oil Company, to whose rights defendant has succeeded in their entirety, said leasehold estate having been and remained so vested by virtue of the acts, facts, conveyances, payment of delay rentals, production of oil, agreements, and acquiescences, all as set forth herein.

SIXTH DEFENSE

If there has been a change in the main channel of the stream of the river, such has not been a gradual change but has been a sudden change or an avulsion, which cannot affect or alter the pre-existing boundary between the States of Louisiana and Mississippi; or such change, if any, in the main channel of the stream of the river was not a gradual change wrought by natural causes but was a sudden change or an avulsion resulting from artificial construction, including the Glasscock Cutoff, performed by the United States of America through the Department of U.S. Engineers, and such change or avulsion cannot and did not affect or alter the pre-existing boundary between said States.

SEVENTH DEFENSE

Further in the alternative and only in the alternative, defendant would show:

(a) That on May 10, 1948, the State of Louisiana executed in favor of Carter Oil Company that certain oil, gas and mineral lease, Exhibit "A" hereto; that as shown therein said lease covered and included lands on the Mississippi River bottom, part of which was located on the west and opposite the claimed property of the plaintiffs; that the eastern boundary of the property covered by the aforesaid State of Louisiana oil, gas and mineral lease is the boundary line between the States of Louisiana and Mississippi.

(b) Pursuant to said lease, the Carter Oil Company drilled the well in question (then designated as the Carter Oil Company State of Louisiana Well No. 1, but now known as Humble State of Louisiana Well No. 1) in the year 1954; that the surface location of said well was on the Louisiana bank of the Mississippi River, the well being directionally drilled to a point under the bottom of said River; that the plaintiffs herein recognized said

well was located on the Louisiana side of said Mississippi River; that the Carter Oil Company obtained the Permit to Drill said well from the proper regulatory authority of the State of Louisiana, namely, the Conservation Department of the State of Louisiana, after filing therewith the required Application to Drill.

(c) That said well was productive of oil and was duly completed on April 27, 1954; that the State of Louisiana continued to exercise, from that date to the present, complete regulatory jurisdiction over the operation of said well, its allowables and its production; that the Carter Oil Company in due course commenced to pay to the State of Louisiana the one-eighth royalty provided for in said lease accounting for the same on a monthly basis and said Carter Oil Company and this defendant, its successors in title, have continued to pay said royalty in like manner to the State of Louisiana, all with the full knowledge of plaintiffs and without protest by them until recently.

(d) That on December 5, 1950, the plaintiffs executed to defendant that certain oil, gas and mineral lease made Exhibit "C"; that said lease was executed at and for a valuable consideration and the further payment, in the absence of drilling, of substantial annual delay rentals; that said delay rentals were duly paid to the said plaintiffs during the primary term of said lease; that, after the drilling and completion of the Carter Oil Company State of Louisiana Well No. 1, this defendant, acting pursuant to the lease from the plaintiffs and with their full knowledge, acquiescence and urging, filed its Application for Permit to Drill with the State Oil & Gas Board of the State of Mississippi, on a 40-acre drilling unit which both plaintiffs and defendant believed was comprised wholly of acreage covered and included in the lease from the plaintiffs and offsetting the unit permitted by the State of Louisiana on which the Carter Oil Company State of Louisiana Well No. 1 was drilled.

(e) That Permit to Drill on said unit was granted by the State Oil and Gas Board of Mississippi; that this defendant, at great

expense, from a surface location on the Mississippi bank of the Mississippi River, drilled a well directionally under the river and under said unit; that said well was dry and was abandoned.

(f) That prior to November 11, 1955, the plaintiffs urged upon this defendant that, for a cash bonus and the payment of annual delay rentals, it should purchase from the plaintiffs a renewal lease for a primary term of 5 years, representing that the boundary line between Mississippi and Louisiana might shift in the future so that at some point in said future the Carter Oil Company State of Louisiana Well No. 1 might ultimately actually be located on the Mississippi side of the River; that on said November 11, 1955, at and for a valuable consideration and substantial annual delay rentals, the plaintiffs conveyed to this defendant that certain oil, gas and mineral lease, so dated, made Exhibit "D" hereto, covering the property described therein, and for a primary term of 5 years; that defendant has duly paid to plaintiffs the annual delay rentals therein provided for.

(g) That on November 25, 1953, the Carter Oil Company, owning lease contracts to the Mississippi line, and defendant, owning oil, gas and mineral leases to the Louisiana line, entered into the Agreement and Cross-Assignment made Exhibit "E" hereto, subsequently executing correction and amendment thereto dated September 3, 1954, made Exhibit "E-1" hereto, and a further amendment dated August 12, 1955, made Exhibit "E-2" hereto, which said assignment and amendments continued in full force and effect until the Carter Oil Company merged with and became a part of the Humble Oil & Refining Company.

(h) That defendant avers said Carter Oil Company State of Louisiana Well No. 1 was physically and legally located in the State of Louisiana, and so remains; The Carter Oil Company and the defendant, as well as the plaintiffs, in good faith and in such belief did do and perform all of the actions set forth in this Seventh Defense; that if all of the parties hereto were mistaken therein and this Court holds said Well at the time of completion

or at any time subsequent thereto was or became located in the State of Mississippi, the leasehold estate was and continued to be vested in defendant and its predecessor in title, the Carter Oil Company, to whose rights defendant has succeeded in their entirety, said leasehold estate having been and remained so vested by virtue of the acts, facts, conveyances, payment of delay rentals, production of oil, agreements, and acquiescences, all as set forth herein.

(1) That thereunder and thereby plaintiffs cannot be and are not entitled to recover any part of the 7/8th working interest from defendant and if said plaintiffs have any right of action, which is denied, at most said plaintiffs could have only a claim against the State of Louisiana for the one-eighth royalty or part thereof paid to and received by the State of Louisiana.

EIGHTH DEFENSE

Further in the alternative, defendant adopts all of that contained in the Fourth, Fifth and Seventh Defenses herein as a part of this Defense, and avers that thereunder and thereby plaintiffs are barred from any recovery against this defendant by estoppel, waiver and laches, and by recognition of and long-standing acquiescence in the boundary line between plaintiff's claimed property and that of the State of Louisiana.

NINTH DEFENSE

If the plaintiffs have any rights whatsoever as have been asserted in the complaint here answered, which is denied, the six-year statute of limitations existing in Mississippi will apply thereto and no recovery can be had for alleged losses extending back prior to a period of six years from the 27th day of November, 1962, being the date of the filing of complaint here answered.

TENTH DEFENSE

If plaintiffs are entitled to recover anything whatsoever in this cause, which is denied, or is entitled to recover anything whatsoever over and above the one-eighth royalty from the State of Louisiana, which is likewise denied, such recovery must be reduced by all sums expended by defendant and its predecessor in title, the Carter Oil Company in the acquisition, exploration, development, operation and maintenance of said oil, gas and mineral leases, including, inter alia, drilling costs, operating costs, dry hold costs, surface location costs, equipment costs, taxes, administrative costs and expenses and all other costs and sums expended in connection with said leases.

ELEVENTH DEFENSE

And for plea in abatement the defendant says that the State of Louisiana is an indispensable party and that the State of Louisiana has no right or authority or is unwilling to enter this cause for determination of its rights and of the boundary dispute brought forth by the individual plaintiffs to adversely affect the State of Louisiana; and because thereof and in view of the fact that the State of Louisiana is an indispensable party and that no recovery can be granted to the plaintiffs herein, if any relief they are entitled to, without doing violence to the State of Louisiana and its rights, this cause should be abated and dismissed for want of jurisdiction.

TWELFTH DEFENSE

If defendant is subject to suit, which is denied, still the venue jurisdiction should be in the District Court of the United States for the Western District of Louisiana on theory that if the cause were in the Louisiana court, the State of Louisiana could be brought into court there, and on the further theory of forum non conveniens, since the drilling of the oil well

was on the Louisiana side of the Mississippi River by the Carter Oil Company holding a lease from the State of Louisiana, and it is there where the witnesses are located and where the rights of the parties can best be determined, and under the common law and under the acts of Congress, including Section 1404 of Title 26, U.S.C.A., the cause should be transferred to the United States District Court for the Western District of Louisiana at Monroe, Louisiana.

M O T I O N

The defendant moves the court as follows:

1. To dismiss the action because the complaint fails to state a claim against defendant upon which relief can be granted.
2. To dismiss the action on the ground that it is in the wrong district and in the wrong state because (a) the State of Louisiana is an indispensable party and no relief can be granted to plaintiffs in this cause without seriously and substantially affecting the State of Louisiana adversely, and (b) since the State of Louisiana is an indispensable party and cannot be sued in the State of Mississippi, the cause should be dismissed and filed in a court where the State of Louisiana may be properly brought into court.
3. If mistaken in the foregoing, to transfer this cause to the United States District Court for the Western District of Louisiana, Monroe Division, because (a) the State of Louisiana is an indispensable party and may be brought into court there, and (b) the oil well was drilled and completed in the State of Louisiana and has its location in Concordia Parish in the State of Louisiana, and which parish is a part of the parishes in the State of Louisiana making up the Monroe Division of said court, and under the theory of forum non conveniens and under the common

law and acts of Congress, including Section 1404 of Title 26, U.S.C.A., the cause should be transferred to said Louisiana Federal Court.

Joe A. Thompson
P. O. Box 1490
Jackson, Mississippi

Robert M. Bass
P. O. Box 1490
Jackson, Mississippi

L. V. Russell
P. O. Box 1390
Hattiesburg, Mississippi

M. M. Roberts
P. O. Box 870
Hattiesburg, Mississippi

Of Brunini, Everett, Grantham &
Quin
P. O. Box 119
Jackson, Mississippi

Of Attorneys for Defendant

C E R T I F I C A T E

True copy of the foregoing answer has been delivered personally to Messrs. Teller, Bledenharn & Rogers, Vicksburg, Mississippi, and true copy mailed to Messrs. Berger, Callon, Zuccaro & Wood, Natchez, Mississippi, Attorneys for Plaintiffs, on this the 20th day of March, A.D., 1963.

Of Attorneys for Defendant

Exhibit "C-1"

Jos. & Marie Zuccaro

to

W. Loyt Simmons

Producers 88 (Rev. 11-39) D30025- With Pooling Provision 5-40.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 26th day of September 1941, between Mrs. Marie K. Zuccaro and

Joseph Zuccaro her husband Lessor (whether one or more) whose address is: Natchez, Adams County, Mississippi and W. Loyt Simmons of Magnolia, Mississippi Lessee, WITNESSETH:

L. Lessor in consideration of Ten Dollars (\$10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and Mining for and producing oil, gas and all other minerals, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Adams County, Mississippi, to-wit:

TRACT 1

All those certain tracts of land situated in the Southwest part of Adams County, Mississippi, in T. 4, R. 4 W., to-wit: Lots 1, 8 and 9 of Section 11 of 240 acres, more or less, and a tract of Woodland adjoining same on the Mississippi River, being the E $\frac{1}{2}$ of SW-1/4 of Section 11, containing 80 acres, more or less; ALSO the lower half of the McElroy tract in Sections 20 and 21, and containing 187 acres, more or less, as delineated on a map recorded in Book XX, page 328 of deed records of Adams County, Mississippi, being the same tract and parcel of land sold and conveyed on the 21st day of April, 1928 by Joseph Zuccaro to Mrs. Gabriella A. Zuccaro as set forth and shown in deed recorded in deed book 4-M, page 317 of the deed records of Adams County, Mississippi, and being also the same property conveyed by Mrs. Gabriella A. Zuccaro to Mrs. Marie K. Zuccaro by deed dated Sept. 25, 1941, recorded in deed Book 5-B, page 334 of the deed records of Adams County, Mississippi.

TRACT 2

A portion of that certain plantation of land situate and being in the County of Adams and State of Mississippi known as Grove Plantation, being six miles South of the City of Natchez, on the East side of the Woodville public road, containing 509 acres, more or less, and being bounded on the North by the Bruner tract and Geisenberger's land, on the East by Elgin and the Forest, on the South by James Surget's Woodland and the Brighton road, running from the Woodville road to said Woodland, and on the West by said Woodville public road, being the same tract and parcel of land conveyed by Stuart H. Markham to Mrs. Marie K. Zuccaro by quit-claim deed dated December_____, 1933, recorded in Deed Book 4-h, page 489 of the Deed Records of Adams County, Mississippi.

Signed for identification:

Mrs. Marie K. Zuccaro

Joseph Zuccaro

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said section or sections, (grant or grants) or in adjacent sections or grants, although not included within the boundaries of the land particularly described above. For the purpose of calculating the payments hereinabove provided for, said land is estimated to comprise 1,016 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ten years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.
3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe lines to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase (b) on gas, including casinghead

LAND DEED RECORD NO. 5-C, ADAMS COUNTY

gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, Provided that on gas sold at the well the royalty shall be one-eighth of the amount realized for such sale; where gas from a gas well is not sold or used, Lessee may pay as royalty \$100.00 per well per year and if such payment is made it will be considered that gas is being produced within the meaning of Paragraph 2 hereof; and (c) on all other mineral mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed, the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. Lessor shall have the privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

4. Lessee at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order to promptly develop and operate said premises in compliance with any lawful spacing rules which may be prescribed for the field in which this lease is situated by any duly authorized authority, or when to do so would, in the judgment of Lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding 40 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties or production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit of his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in City Bank & Trust Co., at Natchez, Mississippi (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of Five Hundred and Eight & no/100 Dollars (\$508.00), (herein called rental), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank on or before such date of payment.

If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender or rental until thirty (30) days after

Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payment or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rental payable hereunder shall be reduced in the proportion that the acreage hereby is reduced by said release or releases.

6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within 60 days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of 60 days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee shall drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other minerals, so long thereafter as oil, gas or other mineral is produced from said land on acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within one hundred fifty (150) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have the right, at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.-S. Mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of the death of any person entitled to rentals hereunder., Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until Lessee is

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furnished with evidence satisfactory to it as to the heirs or devisees of the deceased, and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein;; or at Lessee's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder.

If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this lease. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one well on forty (40) acres of the area retained hereunder and capable of producing oil, gas or other mineral in paying quantities.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately. Failure of Lessee to reduce rental paid hereunder shall not impair the rights of Lessee to reduce royalties.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

U. S. Revenue Stamps for \$1.10

attached & cancelled

Mrs. Marie K. Zuccaro

Joseph Zuccaro

STATE OF MISSISSIPPI,

COUNTY OF ADAMS

THIS DAY personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Mrs. Marie K. Zuccaro and Joseph Zuccaro who acknowledged that they signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office, this 27th day of September, A. D., 1941.

(SEAL)

My Commission Expires July 21st, 1945.

Alice M. Whitt
Notary Public.

Filed for record in my office this 27th day of November, A. D. 1941 at 5 o'clock P.M.
Recorded on the 1st day of December, 1941., W. P. Abbott, Clerk by Winchester, D. G.
Filing., Recording., Certificate. \$3.60

10-201-50

APPROVED

-TOM L. KETCHINGS CO. NATCHEZ

DS1286

OIL, GAS AND MINERAL LEASE

3-161816

THIS AGREEMENT made this

5th

day of

December

19 50

Mrs. Marie Kincke Zuccaro, Anthony E. Zuccaro, Mrs. Marie Zuccaro Perkins
and Joseph S. Zuccaro-----Lessor (whether one or more) whose address is: Post Office Box 163, Natchez, Mississippi
and Humble Oil & Refining Company

Lessee, WITNESSETH:

1. Lessor in consideration of

----- Ten (\$10.00) Dollars -----

Dollars

(\$10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets
unconditionally unto Lessor for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals lying
upon, beneath, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and sell said
products, and housing its employees, the following described land in Adams County, Mississippi, to-wit:This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same
be in said section or sections, grant or grants, or in adjacent sections or grants, although not included within the boundaries of the land particularly de-
scribed above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 1.060 acres
whether it actually comprises more or less.2. Subject to the other provisions herein contained, this lease shall be for a term of five years from this date (called "primary term") and as long
thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the well
to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession,
paying the market price thereof prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous sub-
stances, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well
of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; while
there is a gas well on this lease, or on acreage pooled therewith, but gas is not being sold or used, Lessee may pay as royalty at monthly intervals a sum
equal to one-twelfth (1/12) of the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject
to this lease at the time such payment is made, and if such payment is made or tendered, it will be considered that gas is being produced from this lease in
paying quantities; and (c) on all other minerals mined and marketed, the royalty shall be fifty cents (50c) per long ton. Lessee shall have free use of oil, gas, coal and water from said land,
except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. Lessor shall
have the privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of
any surplus gas not needed for operations hereunder.4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease, or any portion thereof as to oil and
gas, or either of them, with other land, lease or leases in the immediate vicinity thereof to the extent, hereinafter stipulated, when in Lessee's judgment it is
necessary or advisable to do so in order properly to develop and operate said leased premises in compliance with any lawful spacing rules which may be pre-
scribed for the field in which this lease is situated by any duly authorized authority, or when to do so would, in the judgment of Lessee, promote the conserva-
tion of oil and gas from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder
shall not substantially exceed 80 acres each in area. Units pooled for oil hereunder shall not exceed 10% thereof, provided that should governmental authority having jurisdiction prescribe
or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed by governmental
regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease, or any portion thereof as above provided as to oil in any
one or more strata, and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with gas units. The
pooling in gas or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall
execute in writing an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be
treated for all purposes except the payment of royalties as if it were included in this lease, and drilling or reworking operations thereon and production
of oil and gas, or either of them, from any stratum or strata so pooled shall be considered for all purposes except the payment of royalties as if the operations
were on and production were from the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu
of the royalties elsewhere herein specified, Lessor shall receive, on pooled production from a stratum or strata unitized under the provisions hereof, only such
portion of the royalties stipulated herein as the amount of the acreage (surface acres) covered by this lease and included in the unit as to the unitized
stratum or strata, or Lessor's royalty interest therein on an acreage basis, bears to the total acreage (surface acres) so pooled in the particular unit involved;
provided, however, no reduction of shut-in gas royalties shall be made under this provision. The production from an oil well will be considered as production
from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered
as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit.5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date
the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor
in City Bank and Trust Company Bank at Natchez, Mississippi(which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership
of said land or the rentals) the sum of One Thousand and Sixty and No/100ths Dollars(\$1,060.00), (herein called rental), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve
(12) months, in like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for successive
periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under Paragraph 3 on any
gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank on or before the
date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept
rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a
proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease ac-
cording to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository
above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to
such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the
proportion that the acreage covered hereby is reduced by said release or releases.6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if
after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional
drilling or reworking operations within 60 days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or com-
mences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of 60 days from date of completion of dry-
hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the dis-
covery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are
necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is
not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have com-
pleted a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations are prosecuted
with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas,
or other mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be
brought in an adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to
drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said
land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well
shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and
assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or dimin-
ish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by
registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of
assignment hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion there-
of who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of
the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or
administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased, and
that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or
tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rental
to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository, and payment or tender to any
participant of his portion of the rentals hereunder shall maintain the lease as to such participant. In the event of assignment of this lease as to a segregated
portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each,
and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty here-
under, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to re-
ceive payment for all.9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or re-
version of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any
time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and
Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of
this instrument. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall reasonably develop the acreage retained
hereunder, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder
and capable of producing oil in paying quantities, and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained
hereunder and capable of producing gas or other mineral in paying quantities.10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other
lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply
rentals and royalties accruing hereunder towards satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it
is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, then the royalties
and rentals to be paid Lessor shall be reduced proportionately. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to
reduce royalties. Should any interest in said land be claimed adversely to Lessor, Lessee shall have the right, without liability to Lessor, to acquire such
interest or a lease or leases thereon and in event of failure of title Lessor shall not be entitled to royalties on any such interest which is not owned by him,
and in the event the land above described, any part thereof, or an interest therein or in the royalties payable hereunder is claimed by others, Lessee shall have
the right to withhold without liability for interest thereon payment of royalties on production therefrom or to deposit such royalties in the registry of a court
of competent jurisdiction until final determination of Lessor's rights.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESS:

Mrs. Marie K. Zuccaro
Anthony E. Zuccaro
Mrs. Marie Zuccaro Perkins
Joseph S. Zuccaro

STATE OF MISSISSIPPI.

County of Adams

THIS DAY personally appeared before me, the undersigned, Notary Public in and for said County and State the

Mrs. Marie K. Zuccaro, Anthony E. Zuccaro,
within named Mrs. Marie Zuccaro Perkins and Joseph S. Zuccaro who acknowledged that he signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office, this 5th day of December A. D., 19 50.

(Affix Seal)

My Comm Exp March 9 1953

Ray J. Smith
Notary Public

STATE OF MISSISSIPPI.

County of _____

PERSONALLY APPEARED before me, the undersigned _____

in and for said County and State, the within named _____

one of the subscribing witnesses to the within and foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named _____ whose name _____

subscribed thereto, sign and deliver the same to the said _____

that he, this affiant, subscribed his name as a witness thereto in the presence of the said _____

_____ and that he saw the other subscribing witness sign the same in the presence of the said _____

_____ and that the witnesses signed in the presence of each other, on the day and year therein named.

Sworn to and subscribed before me, this the _____ day of _____ A. D. 19 _____

(Affix Seal)

Notary Public.

Producers No. Rev. 111-471 With 440 Acres Paving Section	
NO. _____	
Oil, Gas and Mineral Lease	
FROM	TO
Dated _____, 194 _____	
No. Acres _____	
County, Mississippi _____	
Term _____	
This instrument was filed for record on the _____ day of _____, 19 _____, at _____ o'clock _____ M., and duly recorded in _____ Book _____ Page _____ of the _____ records of this office.	
(Chancery Clerk)	
By _____ Deputy Clerk	When Recorded Return to _____

-TOM L. KETCHINGS CO., NATCHEZ

STATE OF _____

COUNTY OF _____

Personally appeared before me the undersigned authority in and for said County and State

_____ who acknowledged that as _____

of _____, a corporation, he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said corporation.

Given under my hand and official seal this the _____ day of _____, A. D. 19 _____

Notary Public

TRACT ONE

All those certain tracts of land situated in the Southwest part of Adams County, Mississippi, in Township 4 North, Range 4 West, to-wit:- Lots 1, 8 and 9 of Section 11 of 240 acres, more or less, and a tract of Woodland adjoining same on the Mississippi River, being the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 11, containing 80 acres, more or less; also the lower half of the McElroy Tract in Sections 20 and 21, and containing 187 acres, more or less, as delineated on a map recorded in Book XX, Page 328, of the Deed Records in the Office of the Chancery Clerk of Adams County, Mississippi, also all accretions to and of the hereinabove described lands which is estimated to be 44 acres, more or less. Being the same tracts and parcels of land conveyed by Hyde R. Jenkins, Executor of the Estate of John F. Jenkins, Deceased, to Joseph Zuccaro, by deed, which deed is recorded in Deed Book 4-M, Page 180, in the Office of the Chancery Clerk of Adams County, Mississippi and being the property conveyed to Mrs. Gabriella Zuccaro by the said Joseph Zuccaro by deed dated April 21, 1928, recorded in Book 4-M, Page 317, of said Records, and the same property conveyed by the said Mrs. Gabriella Zuccaro to Mrs. Marie K. Zuccaro by deed dated the 25th of September, 1941, recorded in Deed Book 5-B, Page 334, of the Deed Records in the Office of the Chancery Clerk of Adams County, Mississippi, to which instruments special reference is hereby made for any and all purposes.

TRACT TWO

A portion of that certain plantation of land situate in Adams County, Mississippi known as HENDERSON GROVE PLANTATION, being about six miles South of Natchez, Mississippi, on the East side of the Old Woodville Road, containing 509 acres, more or less, and being bounded on the North by the Bruner Tract and Geisenberger's lands, on the East by Elgin and Forest, on the South by James Surget's Woodland, and the Brighton Road, running from the said Woodville Road to said Woodland, and on the West by said Woodville public road, being the same tract and parcel of land conveyed by Stuart H. Markam to Mrs. Marie K. Zuccaro by quit claim deed dated December, 1933, recorded in Deed Book 4-R, Page 489, of the Deed Records in the Office of the Chancery Clerk of Adams County, Mississippi, to which deed special reference is here made for any and all purposes.

SIGNED FOR IDENTIFICATION:

Mrs Marie K Zuccaro

Anthony E. Zuccaro

Mrs Marie Zuccaro Hubert

Joseph L Zuccaro

*Exhibit C #4 to
Answer of Humble*

AGREEMENT AND CROSS-ASSIGNMENT

This Agreement made and entered into this 25th day of November, 1953, by and between HUMBLE OIL & REFINING COMPANY, hereinafter called "Humble", and THE CARTER OIL COMPANY, hereinafter called "Carter", WITNESSETH:

WHEREAS Humble is the owner of the following described oil, gas and mineral leases covering lands in Adams County, Mississippi, to-wit:

1. That certain oil, gas and mineral lease dated December 5, 1950, executed by Mrs. Marie Kincke Zuccaro, et al, as lessor, to Humble Oil & Refining Company, as lessee, recorded in Book 43 at page 516 of the Oil Lease Records of Adams County, Mississippi; and
2. That certain oil, gas and mineral lease dated January 9, 1953, executed by Mrs. Ella Cheeseman, as lessor, to Humble Oil & Refining Company, as lessee, recorded in Book 61 at page 428 of the Oil Lease Records of Adams County, Mississippi; and
3. That certain oil, gas and mineral lease dated January 5, 1953, executed by Jessie G. Rogers, et al, as lessor, to Humble Oil & Refining Company, as lessee, recorded in Book 61 at page 432 of the Oil Lease Records of Adams County, Mississippi; and
4. That certain oil, gas and mineral lease dated January 6, 1953, executed by Mrs. J. W. Pardue, as lessor, to Humble Oil & Refining Company, as lessee, recorded in Book 61 at page 433 of the Oil Lease Records of Adams County, Mississippi; and
5. That certain oil, gas and mineral lease dated January 14, 1953, executed by Wallace F. Rogers, as lessor, to Humble Oil & Refining Company, as lessee, recorded in Book 61 at page 441 of the Oil Lease Records of Adams County, Mississippi; and
6. That certain oil, gas and mineral lease dated January 15, 1953, executed by Joyce Rogers Pettit, as lessor, to Humble Oil & Refining Company, as lessee, recorded in Book 61 at page 444 of the Oil Lease Records of Adams County, Mississippi; and

7. That certain oil, gas and mineral lease dated January 7, 1953, executed by Mrs. H. Victor Bray, as lessor, to Humble Oil & Refining Company, as lessee, recorded in Book 61 at page 447 of the Oil Lease Records of Adams County, Mississippi; and
8. That certain oil, gas and mineral lease dated January 8, 1953, executed by Mrs. Eugene Rogers Whipple, as lessor, to Humble Oil & Refining Company, as lessee, recorded in Book 61 at page 439 of the Oil Lease Records of Adams County, Mississippi; and
9. That certain oil, gas and mineral lease dated January 15, 1953, executed by James W. Rogers, as lessor, to Humble Oil & Refining Company, as lessee, recorded in Book 61 at page 544 of the Oil Lease Records of Adams County, Mississippi; and
10. That certain oil, gas and mineral lease dated March 19, 1953, executed by W. P. Rogers, Jr., as lessor, to Humble Oil & Refining Company, as lessee, recorded in Book 62 at page 310 of the Oil Lease Records of Adams County, Mississippi; and
11. That certain oil, gas and mineral lease dated January 23, 1953, executed by Carrie Watrous Downing Roulet, as lessor, to Humble Oil & Refining Company, as lessee, recorded in Book 61 at page 132 of the Oil Lease Records of Adams County, Mississippi; and
12. That certain oil, gas and mineral lease dated November 21, 1950 executed by N. H. Breaux, et al, as lessor, to Humble Oil & Refining Company, as lessee, recorded in Book 55 at page 407 of the Oil Lease Records of Adams County, Mississippi;

reference to said leases and to the record of same being here made for a description of the lands covered thereby and for all other purposes, and which said leases cover riparian lands of the Mississippi River, including all lands beneath the bed of the stream of the Mississippi and lying within the State of Mississippi adjacent to said riparian lands; and

WHEREAS Carter is the owner of the following described oil, gas and mineral lease, to-wit:

13. State Lease No. 1458 of the State of Louisiana, being that certain oil, gas and mineral lease dated May 10, 1948, from the State of Louisiana, represented by the State Mineral Board, as lessor, to The Carter Oil Company, as lessee, recorded in Book H-3 at page 419, Register No. 26032 of the Land Records of Concordia Parish, Louisiana;

reference to said lease and the record of same being here made for a description of the land covered thereby and for all other purposes, which said lease covers and applies to lands beneath the bed of the stream of the Mississippi River and any other rivers, creeks, streams, bayous, lagoons, lakes, bays, coves, inlets and any other water bottoms and any arms or tributaries thereof lying within the State of Louisiana opposite and adjacent to the lands covered by the leases hereinabove attributed to Humble beneath the waters of the Mississippi River and lying within the State of Mississippi; and

WHEREAS Humble and Carter recognize that the boundary between the State of Mississippi and the State of Louisiana, which is the community boundary between the leases owned by Humble above described and the lease of Carter above described, is the thalweg or thread of the stream of the Mississippi, which thalweg or thread of the stream is subject to change from time to time pursuant to the natural action of the river and the accretion or erosion resulting therefrom, in consequence whereof the boundary aforesaid separating said leasehold ownerships will be subject to change; and

WHEREAS Humble and Carter realize that the changes thus occurring by natural action of the river in the thalweg or thread of the stream, and consequently in the boundary between the States of Louisiana and Mississippi, may be sufficient in extent to disparage, disrupt and embarrass operations for the drilling, development and production of the leases and may give rise to operating problems that could impede efficiency and cause loss, confusion and uncertainty; and

WHEREAS, Humble and Carter are of the opinion that under these circumstances it is to the best interest of each to agree effectually, each with the other, upon an agreed boundary to separate their respective operational rights and ownerships so that said operating and owning boundary between the parties shall remain fixed and determined, irrespective of the true boundary between the States of Louisiana and Mississippi at the present or any changes that may be wrought therein;

NOW, THEREFORE, in consideration of the premises and the mutual benefits anticipated to flow therefrom and in consideration of the sum of Ten Dollars (\$10.00), each to the other cash in hand paid, Humble and Carter do hereby covenant, agree and convey as follows:

1. The following described line shall be and remain the line of division between the leasehold ownerships and rights of Humble and the leasehold ownerships and rights of Carter, and Humble shall own all interests under each and all of the leases hereinabove described insofar as said leases cover lands lying East of said agreed boundary, and Carter shall own all interests under each and all of the leases hereinabove described insofar as said leases cover lands lying West of said agreed boundary, said agreed boundary being located as follows, to-wit:

BEGINNING at a point in the Mississippi River, said point having coordinate values of $X = 132,776.3$ feet and $Y = 293,071.1$ feet, Transverse Mercator Projection, West Zone, Mississippi.

THENCE (Grid) $N 00^{\circ} 33' 30'' E$ 5,952.3 feet to a point;

THENCE (Grid) $N 32^{\circ} 35' W$ 400 feet to a point;

THENCE (Grid) $N 45^{\circ} 25' W$ 420 feet to a point;

THENCE (Grid) $N 41^{\circ} 15' W$ terminating at a point where said bearing intersects a westerly projection of the north line of Section 10, T 4 N - R 4 W, Adams County, Mississippi.

The above plane coordinates are based upon Transverse Mercator Projection, West Zone, Mississippi.

2. Effectually to consummate the agreement herein made and numbered 1 above, Humble does hereby set over and assign unto Carter all of its right, title and interest under each of the leases hereinabove described and numbered 1 through 12 inclusive, insofar as and only insofar as said leases, on the effective date hereof or at any time thereafter, cover and include any interest in and to lands lying West of the boundary hereinabove agreed upon; and Carter does hereby set over and convey

unto Humble all of its right, title and interest in and to the lease hereinabove described as lease number 13, insofar as said lease, on the effective date hereof or at any time thereafter, may cover and apply to any of the lands lying eastward of the hereinabove agreed boundary line.

3. To the extent that any party hereunder may at any time, by virtue of the grant made in agreement number 1 above, become the owner of an interest in any of the lease or leases hereinabove described, then and in that event and with respect to such ownership the vestiture of title shall be without warranty, express or implied, and all obligations of the said lease or leases applicable to the land or interest so acquired shall be the sole responsibility of the acquiring party.

It is the intent and purpose of the parties in executing this agreement and conveyance to fix and determine, as between them as operating owners, the area in which each shall own and be entitled to operate, for the purpose of facilitating the operations of each, and this agreement and conveyance is to be interpreted to that end.

Humble and Carter herein take cognizance of the fact that Humble has caused to be established by the State Oil and Gas Board of Mississippi four or more drilling units in the Fairview Field; that two of these drilling units contain acreage herein ascribed to Carter and lying West of the agreed boundary line. Humble shall file a petition with the State Oil and Gas Board of Mississippi to seek a reformation of these drilling units in such manner that the western boundary of any drilling units established and operated by Humble shall not extend west of the agreed boundary line fixed by this instrument. It is understood that Humble will prosecute this application with due diligence and this agreement shall not be and become effective until, but shall be and become effective when, a final order has

been entered by the State Oil and Gas Board of Mississippi re-
forming said units of Humble Oil & Refining Company in the manner
hereinafter described.

This agreement shall be operative and binding on the
parties hereto, their heirs, successors and assigns from and
after the effective date hereof and shall have no retroactive
application to affect prior operations or production from the
properties involved.

IN WITNESS WHEREOF this instrument is executed this
22nd day of ^{November} ~~October~~, 1953.

WITNESSES:

[Signature]
Secretary

HUMBLE OIL & REFINING COMPANY ^{Handwritten initials}

By [Signature] ^{Handwritten initials}

THE CARTER OIL COMPANY

WITNESSES:

[Signature]

By [Signature]
VICE PRESIDENT

RP ^{Handwritten initials}

STATE OF TEXAS

COUNTY OF HARRIS

Before the undersigned authority in and for said county and state this day personally appeared _____, _____ of HUMBLE OIL & REFINING COMPANY, who acknowledged that as such officer and for and on behalf of and as the act and deed of HUMBLE OIL & REFINING COMPANY, he signed, had the corporate seal affixed to and delivered the above and foregoing instrument on the date therein mentioned, having been thereunto first duly authorized.

Given under my hand and seal of office this the 22nd day of December, 1953.

Notary Public in and for
Harris County, Texas

Madame
STATE OF LOUISIANA

Orleans
PARISH OF Louisiana

Before the undersigned authority in and for said parish and state this day personally appeared J. M. Carter, Mr. J. M. Carter of THE CARTER OIL COMPANY, who acknowledged that as such officer and for and on behalf of and as the act and deed of THE CARTER OIL COMPANY, he signed, had the corporate seal affixed to and delivered the above and foregoing instrument on the date therein mentioned, having been thereunto first duly authorized.

Given under my hand and seal of office this the 20th day of November, 1953.

MY COM. EXPIRES
OCTOBER 6, 1954

Angela C. King
Notary Public

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CORRECTION AND AMENDMENT OF
AGREEMENT AND CROSS-ASSIGNMENT

15176-12a
3c

WHEREAS heretofore and under date of November 25, 1953, an instrument styled "Agreement and Cross-Assignment" was executed by and between Humble Oil & Refining Company and The Carter Oil Company relating to certain lands and leases therein referred to in Adams County, Mississippi, of which the parties hereto have full cognizance; and

WHEREAS by reason of a mutual mistake, one of the leases therein described and made subject to said agreement by Humble Oil & Refining Company was erroneously described in that the wrong recording reference was given with respect to it; and another lease then owned by Humble Oil & Refining Company was omitted from the instrument when it was the intention of the parties that such lease should be made subject thereto; and

WHEREAS the parties now desire to correct and amend said Agreement and Cross-Assignment so as to give full effect to the original intent and purpose of the parties;

NOW, THEREFORE, in consideration of the premises it is accordingly hereby agreed by and between Humble Oil & Refining Company and The Carter Oil Company that said Agreement and Cross-Assignment of November 25, 1953 be and the same is hereby corrected and amended as follows, to-wit:

(a) That certain lease referred to in the Agreement and Cross-Assignment of November 25, 1953 as lease numbered 12 contributed by Humble Oil & Refining Company, with respect to which the wrong recording reference was given, be and the same is hereby described as follows, to-wit:

"12. That certain oil, gas and mineral lease dated November 21, 1950, executed by N. H. Breau, et al, as lessor, to Humble Oil & Refining Company, as lessee, recorded in Book 53 at page 31 of the Oil Lease Records of Adams County, Mississippi.

Exhibit "C-5"

15178
Exhibit "F1" to
Answer of Humble

G.I.-H-90166 (17447)

(b) There is hereby added to said Agreement and Cross-Assignment Instrument and made subject to all the terms and provisions thereof, the following described oil, gas and mineral lease owned by Humble Oil & Refining Company and covering lands in Adams County, Mississippi, the following lease to-wit:

"13. That certain oil, gas and mineral lease dated June 4, 1953, executed by The State Mineral Lease Commission of Mississippi, as lessor, to A. P. Scott, as lessee, recorded in Book 63 at page 467 of the Oil Lease Records of Adams County, Mississippi."

Other than as hereby corrected and amended, the terms and provisions of said Agreement and Cross-Assignment of November 25, 1953 shall be and remain unchanged.

IN WITNESS WHEREOF this instrument is executed this 3rd day of September ~~August~~, 1954.

ATTEST:

Margaret L. Carter
Asst. Secretary

HUMBLE OIL & REFINING COMPANY

By

Morgan J. Davis
Vice President

TRADE O.K.
W. A. MALEY

THE CARTER OIL COMPANY

ATTEST:

Joseph H. Gill
Assistant Secretary

By

James L. Bigner
Vice President

C. E. AS TO:

Form

Traction

Approved

STATE OF TEXAS
COUNTY OF HARRIS

Before the undersigned authority in and for said county and state this day personally appeared MORGAN J. DAVIS, Vice President of HUMBLE OIL & REFINING COMPANY, who acknowledged to me that as such officer and for and on behalf of and as the act and deed of HUMBLE OIL & REFINING COMPANY, he signed, had the corporate seal affixed to and delivered the above and foregoing instrument on the date therein mentioned, having been thereunto first duly authorized.

Given under my hand and seal of office this the 24 day of September, 1954.

My Commission Expires June 1, 1955

Virginia Callas VIRGINIA CALLAS
Notary Public in and for
Harris County, Texas

Oklahoma
STATE OF LOUISIANA
Caddo
PARISH OF Seale

Before the undersigned authority in and for said parish and state this day personally appeared Joseph L. Jones, Vice President of THE CARTER OIL COMPANY, who acknowledged to me that as such officer and for and on behalf of and as the act and deed of THE CARTER OIL COMPANY, he signed, had the corporate seal affixed to and delivered the above and foregoing instrument on the date therein mentioned, having been thereunto first duly authorized.

Given under my hand and seal of office this the 3rd day of September, 1954.

WILSON ROCHETER, NOTARY PUBLIC
My Commission Expires June 1, 1955

Wilson Rochester
Notary Public

AMENDMENT TO AGREEMENT AND CROSS-ASSIGNMENT

Exhibit "C-6"

WHEREAS, HERETOFORE and under date of November 25, 1953, an agreement was made and entered into by and between Humble Oil & Refining Company, hereinafter called Humble, and The Carter Oil Company, hereinafter called Carter, under the provisions of which said parties agreed each with the other with respect to the location of a boundary line between their respective properties in and under the bed of the Mississippi River in the Fairview Area thereof and which said agreement likewise operated to convey from each party thereto to each other party thereto the interest of each in the leasehold estates that might then or thereafter lie within the territory ascribed to the other; and

WHEREAS, the parties have now determined that it is desirable to them to amend said agreement so as to extend the agreed boundary line southward an additional distance, but said parties do not desire to alter or change said agreement in any other respect save and except the extension of the agreed boundary line as aforesaid;

NOW, THEREFORE, it is hereby agreed by and between Humble and Carter, in consideration of the premises and the benefits anticipated to flow to each therefrom, that said agreement and cross-assignment of November 25, 1953, which said agreement is recorded in Book _____ at page _____ of the records of Adams County, Mississippi, be and the same is hereby amended by extending the presently agreed upon boundary line southward as follows, to-wit:

Beginning at a point in the Mississippi River, said point having coordinate values of $X = 132,776.3$ feet and $Y = 293,071.1$ feet Transverse Mercator Projection, West Zone, Mississippi.

Thence (grid) $S 0^{\circ} 33' 30'' W$, to a point which intersects the Easterly projected extension of the South boundary of Section 39, Township 4 North, Range 8 East, Concordia Parish, Louisiana, which line is also the Southern boundary of Louisiana State Lease No. 8848.

Said agreement of November 25, 1953, hereinabove described, as amended by this instrument, be and the same is hereby declared to be a valid and subsisting agreement and cross-assignment in accordance with all of the terms and provisions thereof as hereby amended.

IN WITNESS WHEREOF this instrument is executed this the 15th day of August, 1955.

ATTEST:

[Signature]
Assistant Secretary

HUMBLE OIL & REFINING COMPANY

By [Signature]
Vice President

TRADE O.K.
W. H. MALEY
By [Signature]

ATTEST:

[Signature]
Secretary

THE CARTER OIL COMPANY

By [Signature]
Vice President

[Signature]
[Signature]
[Signature]

STATE OF TEXAS

COUNTY OF HARRIS

Before the undersigned authority in and for said county and state this day personally appeared MORGAN J. DAVIS, Vice President of HUMBLE OIL & REFINING COMPANY, who acknowledged that as such officer and for and on behalf of and as the act and deed of HUMBLE OIL & REFINING COMPANY, he signed, had the corporate seal affixed to and delivered the above and foregoing instrument on the date therein mentioned, having been thereunto first duly authorized.

Given under my hand and seal of office this the 16th day of _____, 1955.

M. R. HOLLAND
Notary Public in and for
Harris County, Texas

STATE OF OKLAHOMA

COUNTY OF TULSA

Before the undersigned authority in and for said county and state this day personally appeared F. M. Darrough, Vice President of THE CARTER OIL COMPANY, who acknowledged that as such officer and for and on behalf of and as the act and deed of THE CARTER OIL COMPANY, he signed, had the corporate seal affixed to and delivered the above and foregoing instrument on the date therein mentioned, having been thereunto first duly authorized.

Given under my hand and seal of office this the 10th day of October, 1955.*

Ernest Mayfield
Notary Public

My Commission Expires
SEPTEMBER 23, 1958

