

CK 481 6-24

Dated at Lexington, Kentucky, this 26 day of July

14-2
650
1956

No 9539

Full bonus consideration for execution of oil, Gas, & Mineral lease dated July 11, 1956 concerning all of lessor's possible interest in and to Lot 1, or the Northeast Quarter, Sec. 48 T-17-S, R-15-E Terrebonne Parish, Louisiana containing 130.35 acres more or less.

Pay to Hart Foster

or order \$33.34

----- Eight hundred thirty three and 3/4, 00 ^{100/100} Dollars

Shell Oil Company.

Shell Oil Company

in care of
The National Bank of Commerce
in New Orleans
New Orleans, Louisiana

by W. Helph.

What's doin' at YOUR TABLE?

833.54
9500222

It's not NEWS that members of St. Agnes Guild have been working, like beavers all summer, to assure the success of this year's Holiday Bazaar. Friends and members of the entire congregation have been lending their support, many contributing finished items to the various tables. The men, too, poor dears, have their innings, even helping with the homework while their womenfolk work for Bazaar. Then too, they always have last minute chores and errands come that fateful DAY.

It's not NEWS that the Baby Table will have beautiful baby clothes, nor that the Plant Table will have thriving plants; that the Candy Table will have delectable confections.

Thursday, April 19th 1956

Dearest Hart -

Please find yourself a comfortable chair, that will support you - and maybe a good stiff drink to calm your nerves - Here goes —; Last January (56) we, Sarah Buckner, Lucy A, Louisiana + Paul - and I, of course, were approached by 2 individuals - one - an independent lawyer - the other a representative of Pan American Oil - in regard to "our" land in Louisiana in Terre Bonne Parish - Here it is in a "nut shell" -

- ① - It has been ascertained that we are heirs to 130 acres of land or what was formerly "Magnolia" plantation - Bayou Black
- ② - This land is in the heart of the Oil country -
- ③ - An independent lawyer, and Pan American and now Shell Oil have approached us here to lease this land with ~~royalty~~ ^{royalty} alternative to lease this land with ~~royalty~~ ^{royalty} alternative
- ④ - We have been advised by Earl Wallace former Ex. Vice President of Standard Oil of Ohio + now gas + oil consultant for Dillon Reid in New York - that we are in a position to wait before making any commitments since we are surrounded by property under lease to other ~~two~~ ^{two} companies mostly Shell - This will give us an advantage - since Shell is digging a well 1900 ft from our property line - which will give us a line on whether we have oil there or not.

- 2
- ⑤ - Clay Simpson for Louisiana who has
- the largest portion at stake has handled
- the case so far - such as - drawing family
trees and maps made for each heir and
conferring with all people interested in
doing business with us - Personally, he
seems the logical one to act for us
all. (since he has more at stake)
 - ⑥ - Clay will not make a move without
Earl Wallace' advice -
 - ⑦ - Wallace has suggested a lawyer in
Lafayette La. the Oil Center where all
business is transacted, to take care of
our interests there -
 - ⑧ - It is important that we have a Louisiana
lawyer, since no other state lawyer is
familiar with the Code Napoleon -
which Code protects all heirs; inci-
dently - that is why we have this
property now - in spite of the fact that
- the Louisiana Land Company have
paid taxes for some years in La. We
have this property because it was
never described in a deed of transfer,
and is still in Tobias Gibbons' name -
A strange turn of fate.
So it is absolutely necessary to have
an honest + alert Louisiana lawyer -
 - ⑨ - Clay is writing all the heirs (I am contacting
you + Addison) enclosing the lineage +
maps requesting that we do not do
any business with any one, independently

but all work in unison - you can obviously see that that is the only way to do business to the best interests of all - Should we sign independently, I fear it might be prejudicial -

- (10) - Clay talked with Jimmy Gibson in Washington yesterday, and he will cooperate with us as well as Mary Preston Gibson McLean - He gave Clay Henry Field's address, + is making it his business to find Spaulding Gibson.
- (11) - The only hire we aren't in contact with is Harlan Gibson - Cousin Montgomery's son - he no one seems to know anything about him.
- (12) - Randall says - he + Mary Duncan will do what Bill + I agree to - (I hope)

Here are my suggestions =

That - 1 - we as hires give Clay Simpson power of attorney to act for us, with Earl Wallace advising him - I know Clay will not move without Earl's knowledge - Here I might add - that we not mention Earl Wallace's name in connection with this deal for he is doing it because of our friendships for him.

2 - Knowing that this could be very "hot" oil property, to wait and go

along with the advice of an authority as to when to act - is of the utmost importance - for we are all "Boakes in the Woods" in regard to O.I. production - and as you know - It is a "rat race" full of intrigue, and high pressure subterfuge, in any O.I. field center -

3. In regard to paying taxes, and making arrangements necessary to show our "rights" - I feel we will have to wait on advice from Wallace + his lawyer friend - Earl is now in Dallas returning this week end -

I trust I have made this somewhat intelligent - Please ask any questions which come to mind, and I'll make every effort to answer charly -

I ask you not to mention Earl Wallace's name since he is doing this on a basis of friendship - and it might prove embarrassing should it be known par- mis- cu- ously that he is advising - all of which I know you will understand.

The weather seems to be breaking in our favor - and at a later date will send a note to you on family doings of a personal nature - until then - You may be sure

I will ~~look~~ look after yours + Addison's interest!

Devotedly - W. Trustin.

December 14, 1956

MEMORANDUM

I have today received some current information about drilling operations in Terrebonne Parish, Louisiana. The news is not too favorable, but I do not believe it necessarily means there is no oil. You will find a sketch enclosed showing the six nearest wells. Probably Shell will make a decision whether or not to drill on the Gibson Property before the July option rental date.

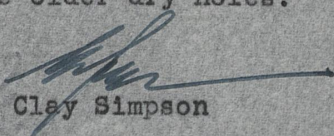
The Riggs well (A-1) in the NW/4 of Section 93 has been completed as a gas-condensate well and is presently shut in pending marketing facilities. This well was drilled to a total depth of 14,500 feet and was plugged back and perforated at the 12,525 - 12,540 interval. It is my understanding that this is considered a good well.

The Antill well in Section 36 which is due North of the Riggs well has now drilled to a depth of 14,250 feet with no deep shows. The same sand which is productive in the Riggs well was not productive in the Antill well; however, there were questionable gas shows at 10,700 feet in the Antill well and it may be that the well can be brought onto production at that depth.

The CL & F (A-2) well in the SE/4 of Section 48 (which incidently is about 300 feet South of the South line of the NE/4 of Section 48) has now been drilled to a depth of 13,000 feet with no shows. Shell geologists are considering deepening this hole to possibly 16,000 or 16,500 feet for a deep test.

The Glasscock-Tidelands (B-1) well in the NW/4 of Section 50 is currently preparing to test and there may be news on this one in the near future.

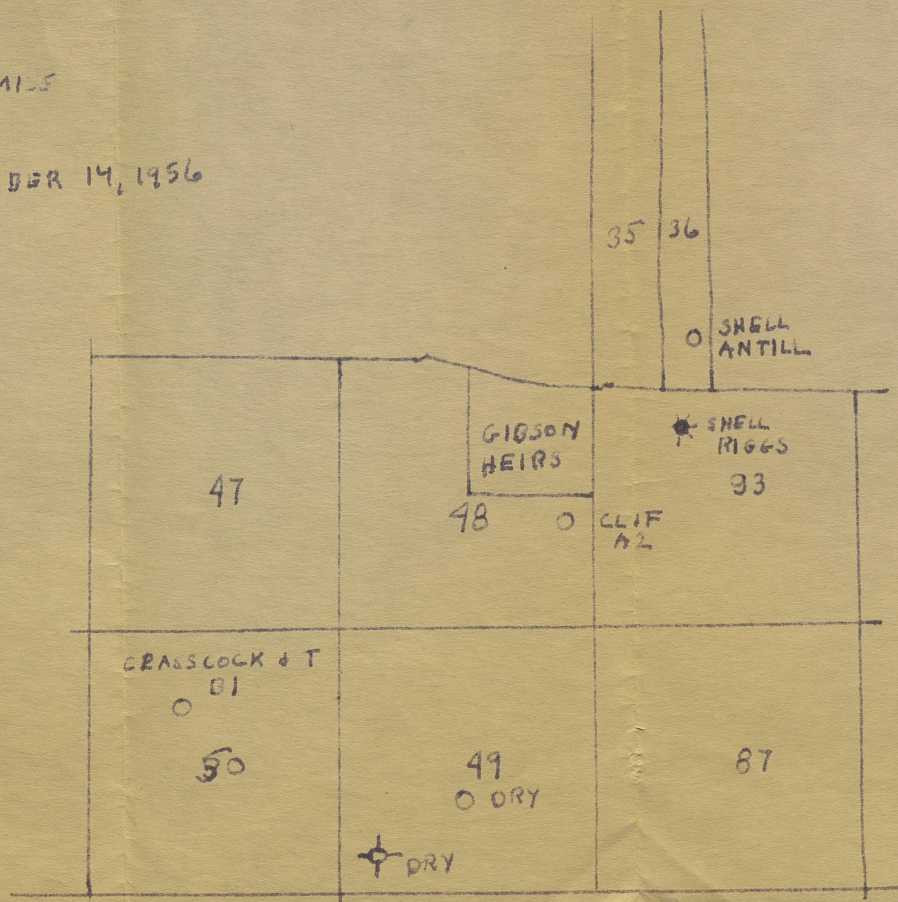
The other two wells in Section 49 are older dry holes.


Clay Simpson

enc.

2" = 1 MILE

DECEMBER 14, 1956



QUINTANA PETROLEUM CORPORATION

500 JEFFERSON BUILDING

HOUSTON 2, TEXAS

October 13, 1965

Re: Proposed Oil, Gas and Mineral
Lease .. NE/4 of Section 48,
Township 17 South, Range 15 East,
Terrebonne Parish, Louisiana

Colonel Hart G. Foster
P. O. Box 1294
Tryon, North Carolina

Dear Colonel Foster:

Our Mr. J. E. Roussell has, in the past, attempted to lease your undivided 1/40th interest in the above captioned land, comprising 3.2575 net acres.

I would appreciate your advising whether you may now be interested in leasing your interest on the basis of \$35.00 per net mineral acre bonus and rental, 1/6 royalty and five year term.

Your cooperation in this matter will be sincerely appreciated.

Yours very truly,

QUINTANA PETROLEUM CORPORATION


Cecil C. Chester

CCC:k

cc - Mr. H. Foster Pettit
Attorney-at-Law
156 Market Street
Lexington, Kentucky

24 November 1964

Dear Foster:

Here is the Check signed by Mr. Russell for a lease of five years on a lease contract in which the rental will be paid for two. This lease made out to Corbin J. Robertson. No reference is made to the fact that the Quintana Petroleum Corporation might or might not drill, or has any connection with this lease.

After all what is the connection Mr. Rousell has with the said company.

Mr. Robertson from my information is a director and Vice President of the Quintana. He married Wilhelmina Cullen who is one of the heirs of H.R. Cullen who founded and owned most of the Company.

Now as this lease is not made with the Company, I am assuming that it is merely a protection method in case oil is obtained from a drilling and there is no intention on the part of the company of drilling at all.

Also if they strike oil, this lease can be sold to the company at a handsome profit. Not that I care how much he would make on the sale, I just do not want to be tied up for that period of time and I figure that should oil be developed the two hundred dollar gamble would not be at too great odds in view of the fact that another lease would have to be obtained from me which will have to be a lot greater than the two hundred at hand. However, as you said this lease will to a great extent help cure the title to the property mineral rights over the Louisiana Exploration Co.

When you get the time would appreciate your comment as to me reaction.

Hope that the operation on Noble Gregory was successful and that he is getting along as well as can be expected. Give our love to all the family. Life does have its complications.

Affectionately,

13 November 1965.

Re: Proposed Oil, Gas and Mineral
Lease.. NE/4 of Section 48,
Township 17 South, Range 15 East,
Terrebonne Parish, Louisiana.

Quintana Petroleum Corporation,
500 Jefferson Building,
Houston, Texas.

Attn: Mr. Cecil C. Chester

Dear Mr. Chester:

Have delayed answering your letter,
awaiting word from heirs in Kentu cky.

There are some questions which I would
like to have you answer prior to signing a lease.

1st. Should the term not be four years
instead of five to make it coincident with those who
have already signed in order to make them all terminate
at the same time?

2nd. The rental according to my figures
would be \$ 123.90 per year in advance until the termination
of the lease for my 1/40 interest?

3rd. Is this lease to be used as a
protective measure rather than to be drilled upon in the
very near future?

Not having any access to the Louisiana
oil or gas situation, am necessarily relying upon you
to enlighten me.

Will be pleased to hear from you in re
the above,

Yours very truly,

13 November 1965.

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Yours very truly,

LAW OFFICES OF

MCDONALD, ALFORD & ROSZELL

156 MARKET STREET

LEXINGTON, KENTUCKY 40507

PHONE 606-252-3139

E. L. MCDONALD
(1870-1961)

ANGUS MCDONALD
W. VAN METER ALFORD
CALVERT T. ROSZELL
H. FOSTER PETTIT

October 15, 1965

Mr. Cecil C. Chester
Quintana Petroleum Corporation
500 Jefferson Building
Houston 2, Texas

Re: Proposed Oil, Gas and Mineral Lease
NE/4 Section 48, Township 17 South,
Range 15 East, Terrebonne Parish,
Louisiana

Dear Mr. Chester:

I thank you very much for your letter of October 13, 1965, in regard to the interest of my mother, Dunster Foster Pettit, in the above lease. I have had a brief opportunity to discuss this matter with her, and it appears that at this time the amount in question, \$35.00 per net mineral acre bonus and rental for a five year lease with a 1/6 royalty, does not appear to be large enough to create much interest for her, since she owns only a 1/40th interest. However, we hope that you will not construe this answer as a closing of the door, but merely an indication that under the present offer, my mother does not feel that she wants to execute a lease at this time.

I thank you very much for your interest and your courtesy in writing to me.

Yours very truly,

H. Foster Pettit

HFP:fm

cc.: Colonel Hart G. Foster
P. O. Box 1294
Tryon, North Carolina

B. P. S. Dear Uncle Hart: I talked with Earl Wallace by telephone this morning, and he, as you know, is the good friend and oil and gas expert who has been counseling us from the beginning, and he recommended that we continue to hold out unless we just have to have the money, which totals only about \$114.00 a year. Mr. Wallace feels that this company dislikes very much having an unleased interest outstanding at the time they drill, and it appears that they are about to drill at this.

C
O
P
Y

Colonel Hart G. Foster

October 15, 1965
Page 2.

time. They will either come back with a more substantial offer to buy our interest or go ahead and drill without buying our interest and take a chance on trading with us later, which will be more expensive for them if they should hit oil. It is strictly a gamble and one which Mother feels she wants to take.

Much Love,

Foster

HFP:fm

On approval of lease or mineral deed described hereon, and on approval of this to come by drafts not later than 15 days after arrival of this draft at

October 12, 1964

ONE - MRS. G. FOSTER

\$ 14.00

One hundred fourteen and 00/100

DOLLARS

October 2, 1964

This draft is payable for the Oil and Gas Lease, Mineral Deed dated

NE 1/4 of Section 48, T17S - R15E, Tangipahoa Parish, Louisiana

The drawer, principal contractor, lessee, and the grantors of the lease or mineral deed described herein, do hereby authorize and appoint the collecting bank named herein to cash this draft for the time above specified subject always to payment of proceeds hereof by the drawee, within said time, and without any right of the drawer or principal contractor, or said grantors to recall or demand return of this draft prior to the expiration of the above specified time, and there shall be no liability on the collecting bank for failure to return the same prior to such expiration.

If this draft is not paid within said time, the collecting bank shall return the same to the drawee bank and be liable for payment or otherwise as may be directed by the drawee.

Walter J. Robertson

DRAWER

J. C. Russell

Drawee

City National Bank

Dallas, Texas

Collecting Bank

Form No. 22, Revised Printing & Stationery Co., Houston, Texas

19 October 1965

Dear Foster:

Thanks for your letter with explanation and reaction to the offer in the letter of the Quintana Petroleum Corp. I was just sending a letter to you as to your or I should say mother's reaction. So have now started all over again.

An enclosure of their letter to me was sent to you. From their letter I am assuming that this \$ 35.00 per acre and bonus is not per year but the total and final payment for five years. Correct me if I am wrong

A retired friend of mine who lives here is from that area in Louisiana and his wife has been renting her family property on the basis of ten and fifteen dollars per acre yearly for the last twenty-five years. However, he said that their property was not is quite as active location as ours.

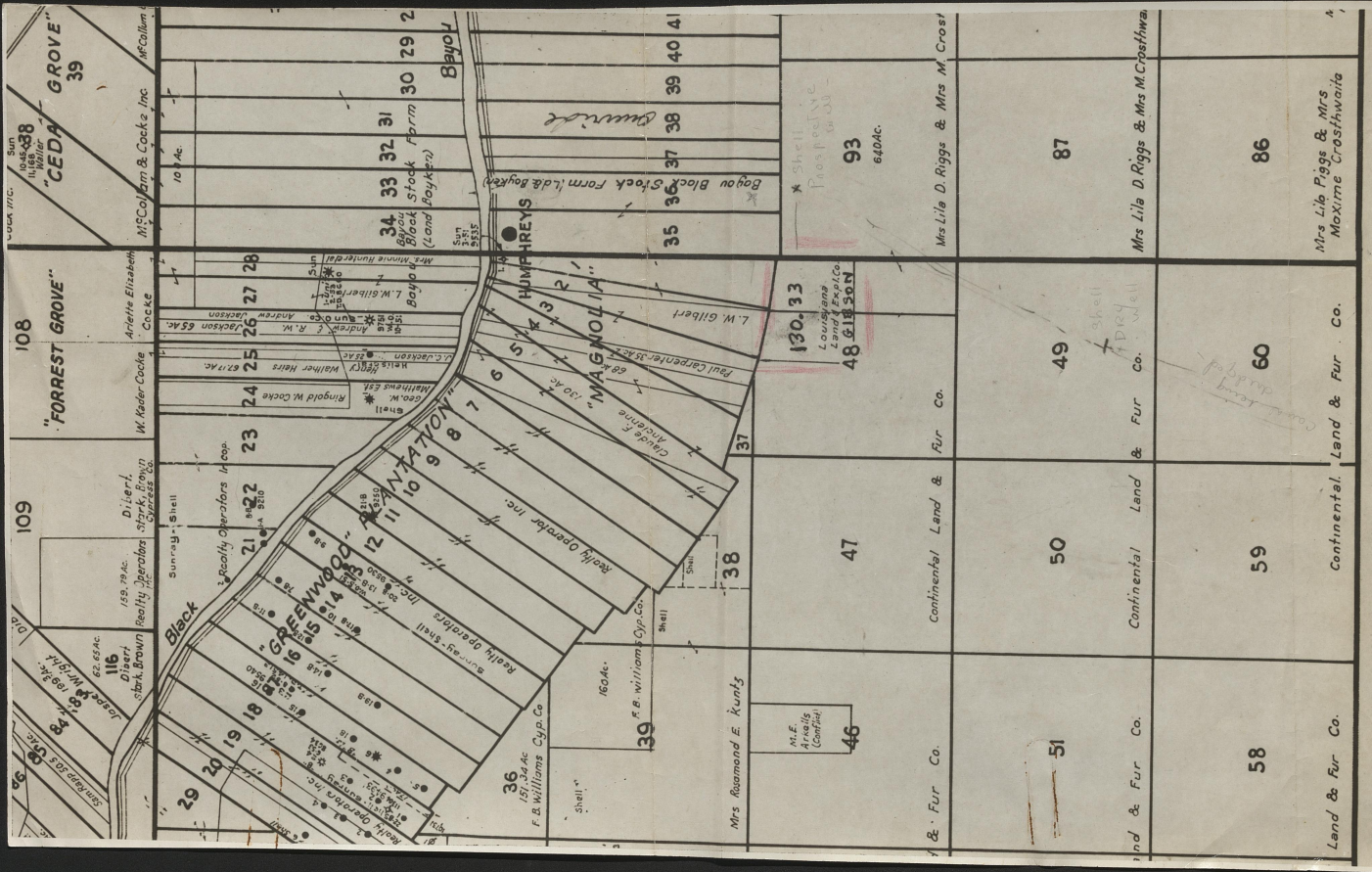
Personally I would like to know how many of the heirs have signed leases? If they have all signed except your mother and I and that the fact that we have not signed would interfere with drilling on the property, Then I would sign in order to interrupt any plans they have and cause a stoppage. I will write to this effect upon a letter from you on the above questions.

In my letter of last year gives reasons for not signing a lease with Mr. Rousell and this is the first apparent offer from the Quintana itself. Six years ago the dealing was with Shell direct and not through and intermediary and the payments were considerably above the present ones.

Mr. Wallace seems to feel that they are getting ready to drill. In my letter to them, I will ask whether they are going to or not. In other words If they will drill I will sign. If not I will wait until they say they will. They will have to go to the depth of 20 to 25 thousand feet, and this will cost from 10 to fifteen dollars per foot. If they should strike oil, then I will want know from outside sources what the well is producing before selling the interest or getting a bonus ~~for the 1/6~~ plus the 1/6 interest.

I hope this letter is sufficiently clear for you to unravel the scramble.

Saturday, Col. Hugh Avent phone me from Washington that his wife had died a Walter Reed Hospital. She has been sick for some time. Your Mother will remember her here some years ago. She was Lillie Blackburn of Louisville. Will be Buried at Arlington Cemetery.



Scale 1" = 2640'

PART OF TERREBONNE PARISH
LOUISIANA

15-E

H. FOSTER PETTIT

ATTORNEY AT LAW

156 MARKET STREET

LEXINGTON, KENTUCKY

TELEPHONE 252-3139

October 2, 1964

Mr. J. E. Roussell
Quintana Petroleum Corporation
500 Jefferson
Houston 2, Texas

Dear Mr. Roussell:

This is to confirm our recent telephone conversation in regard to the leasing of one hundred and thirty acres in Terrebonne Parish, Louisiana, from the Gibson heirs.

Your inquiry was directed to me specifically in regard to my mother, Dunster Foster Pettit, and my two uncles, Addison G. Foster and Hart G. Foster. I am happy to relate that all three will be happy to consider the execution of a lease of their interests in this property to your company based upon the general terms which you stated to me. I will be happy to circulate the lease among the three of them and return it to you.

The addresses which you would be interested in are as follows:

Mr. Addison G. Foster
1125 Palma Sola Boulevard
Palma Sola Park
Bradenton, Florida

Addison G. Foster's wife is Sara T. Foster of the same address.

Col. Hart G. Foster
Box 1294
Tryon, North Carolina

Col. Foster's wife is Florence J. Foster of the same address.

Mrs. William Pettit
Hanover Towers
111 South Hanover Avenue
Lexington, Kentucky

Mrs. Pettit is a widow.

Mr. J. E. Rousell
Page 2
October 2, 1964

If you will advise me as to the need or purpose in supplying to you a depository bank for each party, I will be happy to collect this information and pass it on to you.

I will be happy to assist you in any way in locating and inspiring the Gibson heirs to take an interest in this matter.

Yours very truly,

H. Foster Pettit

H. Foster Pettit

HFP:mje

cc: Mr. Addison G. Foster
1125 Palma Sola Boulevard
Palma Sola Park
Bradenton, Florida

Col. Hart G. Foster
Box 1294
Tryon, North Carolina

Mrs. William Pettit
Hanover Towers
111 South Hanover Avenue
Lexington, Kentucky

*P.S. It was good to hear your
voice recently. Come back to
see us!*

F.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of October 2, 1964,

by and between COL. HART G. FOSTER, husband of Florence J. Foster, Box 1294, Tryon, North Carolina

herein called "Lessor" (whether one or more) and Corbin J Robertson, married but once and then to Wilhelmina Cullen, with whom he is now abiding,
hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of One hundred fourteen and 02/100 Dollars - - - - (\$ 114.02), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession, storage and transportation of said minerals (either from said land or acreage pooled therewith), and the right to dispose of salt water, with the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads, pipelines, and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Terrebonne Parish, Louisiana, and described as follows, to-wit:

Township Seventeen (17) South, Range Fifteen (15) East

Lot One (1) or the Northeast Quarter (NE $\frac{1}{4}$)
of Section Forty-Eight (48)

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the rental payments hereinafter provided for, the above described land is estimated to comprise 130.30 acres, whether it actually comprises more or less.

This lease shall be for a term of Five (5) - - - - years and No - - - - months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith (or with any part thereof), all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on October 2, 1965, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith (or with any part thereof), in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One hundred fourteen and 02/100 - - - - - Dollars (\$114.02) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's rights in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods One hundred fourteen and 02/100 - - - - - Dollars (\$114.02) per acre for all or that part of the land held hereunder. Payments may be made to the Lessor or may be mailed or delivered for deposit to Lessor's credit in the Bank of, which Bank or its successor shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the

death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's rights in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories. Wherever used in this lease, "operations for drilling", "drilling operations" and "operations" shall be deemed to have been commenced when work is commenced or materials placed on the ground at or near the well site preparatory to the drilling of a well.

2. Lessee, at its option, is hereby given the right and power without any further approval from Lessor, at any time and from time to time, to pool or combine the land or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly explore or develop or operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to prevent waste or to avoid the drilling of unnecessary wells or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental officer, tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals. Such pooling shall be of adjacent tracts which will form a reasonably compact (but not necessarily contiguous) body of land for each unit, and the unit or units so created shall not exceed substantially forty (40) acres each for each well for oil exploration or production and substantially one hundred sixty (160) acres each for each well for gas and gas-condensate exploration or production unless a larger spacing pattern or larger drilling or production units (including a field or pool unit) shall have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units shall be the same as fixed by said order. Lessee shall execute and file for record in the Conveyance Records of the Parish in which the land herein leased is situated a declaration describing the pooled acreage; and upon such filing, the unit or units shall thereby become effective, except that when a unit is created by order of a Regulatory Body the pooling shall be effective as of the effective date of such order, and no declaration shall be required in connection therewith. The royalties herein elsewhere specified, and subject to the provisions of Paragraph 10 hereof, shall be computed only on the proportionate part of the production from any pooled unit that is allocated to the land herein described; and unless otherwise allocated by order of a Regulatory Body, the amount of production to be so allocated from each pooled unit shall be that proportion of such total production that the surface area of the land affected hereby and included in the unit bears to the total surface area of all the lands included in such pooled unit. Drilling or reworking operations on or production of oil, gas or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) and as to all strata underlying said land, whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during or after the drilling of the well which is then or thereafter becomes the unit well. Separate units may be created for oil and for gas, or for separate stratum or strata of oil or gas, even though the areas thereof overlap, and the creation of a unit as to one mineral or strata or stratum shall not exhaust the right of Lessee (even as to the same well) to create different or additional units for other minerals or for other strata or stratum of the same or other minerals. The failure of the leasehold title (in whole or in part) to any tract or interest therein included in a pooled unit shall not affect the validity of said unit as to the tracts or interests not subject to such failure, but the unit may thereafter be revised as hereinafter provided. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any interest or lease to which title has failed or upon which there is or may be an adverse claim. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall describe the lands included in the unit as revised and shall be filed for record in the Conveyance Records of the Parish where the lands herein leased are situated. The revised declaration shall not be retroactive but shall be effective as of the date that it is filed for record. Any unit created by Lessee hereunder shall also be revised so as to conform with an order of a Regulatory Body issued after said unit was originally established; such revision shall be effective as of the effective date of such order without further declaration by Lessee, but such revision shall be limited to the stratum or strata covered by said order and shall not otherwise affect the unit originally created.

3. Lessee, may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or file for record a release or releases of any portion or portions of the lands or any stratum or strata and be relieved of all requirements hereof as to the land, stratum or strata so released; and, in the event of a release of all strata under a portion of the land during the primary term, the rental shall be reduced proportionately, according to acreage. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by or in accordance with the spacing or unit or proration allowable order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit and if no spacing or proration allowable order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well then producing or being drilled or worked on, and one hundred sixty (160) acres around each gas or gas condensate well then producing, or being drilled or worked on or shut in under Paragraph 6 hereof, each of such tracts to be in as near a square form as is practicable. Lessee shall have such rights of way or servitudes affecting the acreage released or forfeited as are necessary for Lessee's operations on the land retained hereunder.

4. Prior to the time that oil, gas or some other mineral is being produced from the leased land or land pooled therewith (or with any part thereof), Lessee may maintain the rights granted during and after the primary term by carrying on operations on said lands or land pooled therewith (or with any part thereof) without the lapse of more than ninety (90) days between abandonment of work on one well and the commencement of operations for drilling or reworking another; and during the primary term such operations may be discontinued and the rights granted maintained by commencing or resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date or the expiration of the primary term bears to the twelve months' period; but, if said ninety (90) days should expire prior to the initial rental paying date or during any year for which rental or other payment has been made, no rental shall be due until the next fixed rental paying date, or, as the case may be, for the balance of the last year of the primary term.

5. If, prior to or after the discovery of oil or gas on the lands held hereunder, a well producing oil or gas in paying quantities for 30 consecutive days should be brought in on adjacent lands not owned by Lessor and not included in a pooled unit containing all or a portion of the lands herein described, Lessee shall drill such offset well to protect the land held hereunder from drainage as and within the time that a reasonable and prudent operator would drill under the same or similar circumstances; it being provided, however, that Lessee shall not be required to drill any such offset well unless the well on adjacent land is within 330 feet of any line of the lands held hereunder, nor shall such offset well be necessary when said lands are being reasonably protected by a well on the leased premises or land pooled therewith (or with any part thereof).

6. After the production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith (or with any part thereof), the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas, or some other mineral is being produced in paying quantities. It is provided, however, that if, after the production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause, and Lessee is not then engaged in drilling or reworking operations, this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) commences or resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. In the event that any well on the land or on property pooled therewith (or with any part thereof), is capable of producing gas or gaseous substances in paying quantities but such minerals are not being produced, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the abandonment of wells drilled. Should such conditions occur or exist at the end of or after the primary term, or within ninety (90) days prior to the expiration thereof, Lessee's rights may be extended beyond and after the primary term by the commencement, resumption or continuance of such payments at the rate and in the manner herein provided for rental payments during the primary term, and for the purpose of computing and making such payments the expiration date of the primary term and each anniversary date thereof shall be considered as a fixed rental paying date; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than five consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) on oil (which includes condensate and other liquid hydrocarbons when separated by lease separator units), one-sixth (1/6) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith or with any part thereof), or in treating such liquids to make them marketable; (b) on gas, one-sixth (1/6) of the market value at the well of the gas used by Lessee in operations not connected with the land leased or any pooled unit containing all or a part of said land; the royalty on gas sold by Lessee to be one-sixth (1/6) of the amount realized at the well from such sales; (c) one-sixth (1/6) of the market value at the mouth of the well of gas used by Lessee in manufacturing gasoline or other by-products, except that in computing such value, there shall be excluded all gas or components thereof used in lease or unit operations, or injected into subsurface strata as hereinafter provided; (d) One Dollar (\$1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-sixth (1/6) of the market value at the well or mine of all other minerals produced and saved or mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's such oil at the best market price obtainable and pay Lessor the price received f.o.b. the leased property, less any severance or production tax imposed thereon. Lessee shall have the right to inject gas, water, brine or other fluids into subsurface strata, and no royalties shall be due or computed on any gas or component thereof produced by Lessee and injected into subsurface stratum or strata through a well or wells located either on the land or on a pooled unit containing all or a part of the land.

8. The Lessee shall be responsible for all damages to timber and growing crops of Lessor caused by Lessee's operations.

9. All provisions hereof shall inure to the benefit of and bind the successors and assigns (in whole or in part) of Lessor and Lessee, (whether by sale, inheritance, assignment, sub-lease or otherwise), but regardless of any actual or constructive notice thereof, no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor or any other owner of rights hereunder, whether resulting from sale or other transfer, inheritance, interdiction, emancipation, attainment of majority or otherwise, shall impose any additional burden on Lessee, or be binding on Lessee for making any payments hereunder unless, at least forty-five (45) days before any such payment is due, the record owner of this lease shall have been furnished with certified copy of recorded instrument or judgment evidencing such sale, transfer or inheritance, or with evidence of such change in status or capacity of Lessor or other party owning rights hereunder. The furnishing of such evidence shall not affect the validity of payments theretofore made in

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this COL. HART G. FOSTER day of _____, 19____, before me personally appeared
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the
same as his free act and deed.

Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, 19____, before me personally appeared
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the
same as _____ free act and deed.

Notary Public.

STATE OF LOUISIANA }
PARISH OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____
who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same
was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____,
who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same
was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, 19____, before me, appeared _____
to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by _____

authority of its Board of Directors and said _____ acknowledged said instrument to _____

be the free act and deed of said corporation.

Notary Public.

No. _____

Oil, Gas and Mineral Lease (LOUISIANA)

FROM

TO

Dated _____, 19____

No. of Acres _____

Parish, Louisiana

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.

By _____, Deputy

THE H. L. BATH COMPANIES
BATH & GRAM
400 N. 107th St., Tulsa, Okla.

FORM 42 CPW-NEW SOUTH
LOUISIANA REVISED SIX (6)-POOLING

Box 1294
Tryon, N. C.

13 Aug. 1956

Dear Clay:

Thanks very much for the enclosed cheque in your letter of 8 August.

The letter of the Shell Oil Co. to the heirs contains several names which I wish you could clear up for me. Robert Converse- is he one of Preston's sons through the Spaulding side? and is Randall Gibson the son of Harlan Gibson as distinguished from Randall Lee Gibson the son of Richardson and Mary Gibson? And lastly who is Jean G. Deacon? This may be just idle curiosity, but if you have time let me know.

You stated the Glasscock Well was adry hole. It would appear to me that the fishing job became an impossible one and they had to abandon it.

Is the oil in that district of the asphaltum base type or the Sommerset type? As you know the Eastern Ky oil comes from the Berea and Pencil Cave sands and produces the high grade Pennsylvania oil whereas the Western Ky comes from another sand and has the asphaltum base thus being a lot less in value.

In the early part of September we expect the children and grand children down from Alexandria for a week and some time after that I want to take a run to Lexington a least for a few days. Particularly in view of the situation in regard to Dunster which has just been received. I hope to be able to see you and Louisiana.

Sincerely

Hart G. Foster.

Box 1294.
Tryon, N.C.
16 July 1956.

Dearest Dunster:

The lease and Agreement have just been received from Clay. These will be notarized today and forwarded to you as Clay suggests.

In view of the lack of a final decision in re title, the LL&E get an over ride. This of course, is between them and Shell.

Have you any idea of the amount (approximate) of back taxes which would have to be paid should the title be cleared?

Of course, it is necessary to employ a lawyer to handle our interests in Louisiana and to check the title. The question enters my mind is whether he will be obtained on a contingent fee basis or on a lump sum basis?

The question of title can not be determined unless a suit has been filed and the court has made its decision. Then as is usual the litigants appeal ad infinitum until all the money is used up, or one or the other see fit to make a settlement to clear. Therefore, with this lease in effect, and no suits to be made during its tenure. Then no oil or gas or minerals extracted, of what profit would it be to us to seek to have title and for a consideration, we could well afford to clear it for them. I am just thinking out aloud but being away from any meetings it is assumed that these same ideas have already been promulgated.

My assumption is that these wells will have to come in at around five hundred barrels, then tail off as time goes on. The cost of drilling at fifteen thousand feet more or less will not admit of any small return in barrels as the quick depreciation allowed on the property by the government, would further add to the necessity of "get it and get out" method.

If you have any information on the type of oil and its sale per bbl, would appreciate letting me know.

You will note in the instruments that I have added the G in the middle of my name as it is and has been my official signature for many years. It is a small thing, but that is one of the things that lawyers dot on.

Will try to get a line off to you later with the personal life in Carolina etc.

Love to all

4.
Sale of oil rights for a
voluntary basis.

Purchase of lease.

$\frac{1}{8}$ to $\frac{1}{4}$ interest to owners.

Requirement to drill
within a specified time.

Better low purchase +
larger interest than
High purchase and
smaller purchase.

lots of companies
purchase and hold
and keep from drilling
particularly if the
subsurface structure
puts this property near
the syncline part of
the structure. This
would permit the
attention of oil rather
than having it taken
out in the reverse position

J.A. Humphries had a son.
J. Humphries Jr. no issue.

Abeliah Foster has Gardner
Hart Foster has Gibson
never heard of Robert
B. Gibson must have
been an infant son.
Aunt Sarah, Uncle,
John or Grandfather
never mentioned such
a person.

In a ^{study} note book this
sentence heads a page.
the center of which is
painted the large word

Magnolia ²⁶⁵⁰ ~~2561~~ Acres.
#1. "Took possession of
Magnolia in partnership
with Randall (Sr) Jan 1st.


1861. The land writing is

June 25, 1956

MEMORANDUM

I have received a letter from Louisiana dated June 12th, stating that the Glasscock well's drill pipe was stuck at 11,770 feet. I understand this entails a fishing job which as a rule doesn't last too long.

The Shell well is progressing slowly, as of this same date, at 11,729 feet in shale. It is reported they are increasing the weight of the mud so as to be more protected against heavy pressure that might be encountered ahead.


Clay Simpson


June 27, 1956

MEMORANDUM

I have received a report from Louisiana dated June 21st.

The Shell Oil Company well is drilling in shale at 12,430 feet. An electric log has been run to 12,311 feet.

The Glasscock well is still fishing at 10,268 feet. I understand some salt water was encountered at 11,776 feet.


Clay Simpson

Simpson Realty Company

149 MARKET STREET

LEXINGTON, KY.

ORGANIZED 1932

PHONE 2-6580

July 16, 1956

Col. Hart Foster
P. O. Box 1294
Tryon, North Carolina

Dear Hart:

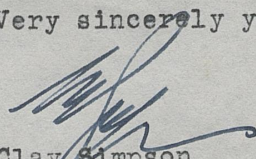
I am very glad to have had a chance to talk with you and to have your letter of the 10th.

I do not think a power of attorney will be necessary and you have no doubt by this time received the papers for signature.

The Glasscock well is a little over a mile south of the Gibson property and is drilling very close to a dry well put in by Shell at 11,000 feet, as yet I have not received information that they have completed their drilling.

After we have received a title opinion on the 130 acres, I believe your suggestion is a good one to look into the possibility of some of the other property being subject to a claim. However, I feel this possibility is not too great as all of this property has been abstracted by the oil companies who have it under lease.

Very sincerely yours,



Clay Simpson


CS:g

July 17, 1956

MEMORANDUM

I have a report from Louisiana stating the Shell well is drilling at 13,479 feet. There is no information available as to what oil sand has been encountered.

The Glasscock well is drilling at 12,601 feet in shale. No show of oil.

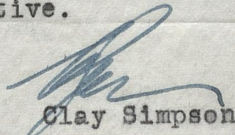


Clay Simpson

July 23, 1956

MEMORANDUM

I have received a report today from the oil scout who has been advising me from Louisiana, that the Shell well is drilling at 14,141 feet. He can get no report of what has been encountered. The Glasscock well is drilling at 13,050 feet with no show of oil. I understand that in this territory there is a "Wilcox sand" at about 15,000 feet which is sometimes quite productive.

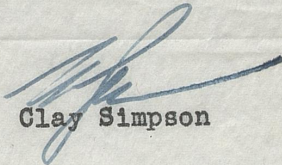

Clay Simpson

July 26, 1956

MEMORANDUM

Enclosed is a copy of a letter from Shell which our attorney, Mr. Hussey, believed should be considered part of our lease agreement.

Mr. Selph, the Shell Oil Company representative, will be in Lexington, Friday, July 27th, and I hope to conclude the lease agreement for all of the heirs who have sent signed leases to this office.


Clay Simpson

SHELL OIL COMPANY

P.O. Box 193
New Orleans 3, Louisiana

July 25, 1956

Re: Terrebonne Parish, Louisiana
Humphreys Area
Fractional NE/4 of Section 48
Township 17 South, Range 15 East

The Heirs of Tobias Gibson, Sr.
c/o Mr. Clay Simpson
Simpson Realty Company
Lexington, Kentucky

Dear Mesdames and Messieurs:

This is in reference to our efforts to obtain oil, gas and mineral leases from the individual heirs of Tobias Gibson, Sr., namely, Louisiana W. Simpson, Sarah C. Buckner, Dunster F. Pettit, Sarah Carter Stanfill, Randall Lee Gibson, Hart G. Foster, Mary G. McLean, J. M. Gibson, Mary C. Hartmann, Joe Carter, Addison G. Foster, Henry Field, Robert Converse, Randall Gibson, Jean G. Deacon, as lessors, in favor of Shell Oil Company, as lessee, covering and affecting Lot One or the Northeast Quarter (NE/4) of Section 48, Township 17 South, Range 15 East, in Terrebonne Parish, Louisiana.

This letter will evidence the fact that Shell Oil Company takes cognizance of that certain agreement dated July 11, 1956, by and between the heirs of Tobias Gibson, Sr., on the one hand, and The Louisiana Land and Exploration Company, on the other hand, concerning their conflicting title claims to the above described land. Further, this will confirm our understanding that Shell Oil Company will not withhold or reduce the amount of any rentals, royalties or other monies which otherwise may be payable under the provisions of any leases executed by any of said heirs of Tobias Gibson, Sr., in favor of Shell Oil Company covering said land, solely as a result of or on account of the adverse title claim held or asserted by The Louisiana Land and Exploration Company. It is distinctly understood, however, that this understanding with Shell Oil Company is limited to the adverse title claim held by The Louisiana Land and Exploration Company as against those heirs of Tobias Gibson, Sr., who execute such leases in favor of Shell Oil Company and who enter into the above mentioned agreement with The Louisiana Land and Exploration Company.

Very truly yours,

SHELL OIL COMPANY

By W. M. Johnson

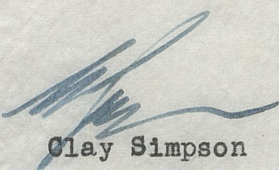
July 31, 1956

MEMORANDUM

Bad news first. The Glasscock well has been abandoned as a dry hole.

The Shell well has drilled through 40 feet of producing "sand", from 12,625 feet to 12,665 feet. My source of information was not able to learn whether the sand was gas, oil, or distillate. If it should be oil, a common estimate in this area is 800 barrels of oil per foot of sand per acre. This would run into a very substantial amount of money on 130 acres.

The Shell Oil Company has accepted the signed leases and are holding them in escrow until L.L.& E. signs the contract agreeing not to contest the Gibson title. L.L.& E. has an appointment to sign on August 1st and the contract should be recorded at Houma by the last of the week if the schedule is carried out. Checks for the first year's rental will be mailed at once when the L.L.& E. contract is recorded.



Clay Simpson

Simpson Realty Company

149 MARKET STREET

LEXINGTON, KY.

ORGANIZED 1932

August 3, 1956 PHONE 2-6580

Col. Hart G. Foster
Box 1294
Tryon, North Carolina

Dear Hart:

I am pleased to enclose Shell Oil Company check #9539, in the amount of \$833.34, to cover your 1/30 share of one year's rent beginning July 11th, on the property claimed by the heirs of Tobias Gibson, Sr., located in Terrebonne Parish, Louisiana.

I am advised the lease and the contract with L.L. & E. have been recorded in the courthouse at Houma, Louisiana. Within a short time you will receive certified copies of both of these documents for your files.

Nearly all of the heirs have signed under the same terms and conditions. It will further our chances of getting Shell to drill a well if all of the heirs sign. This property may very well contain a substantial amount of production and I am hopeful that we all may receive royalties much in excess of the rental.

Very sincerely,



Clay Simpson

CS:g
enc.chk.

3

Grandfather's (Eskau's).
The next page to this has
been cut out.

Greenwood plantation
Live Oak. "
Mirador "
Oak forest
Cen

2731-2
2731-2
July 5, 1956

MEMORANDUM

I have received a letter from Louisiana dated June 28th. The Shell Oil Company well was at 13,021 feet. The company has clamped a lid of secrecy on their operations and any information received is either a leak or probably incorrect. I strongly suspect that the Shell Oil Company has discovered a good producing well on this location, about .4 of a mile east of the property claimed by the Gibson heirs.


Mr. William Selph, the Shell Oil Company representative from the land department, has been in Lexington, leaving July 4th. They appear very anxious to make a contract with us and have made the following offer.

1. A lease for a period of 2 years.
2. Money rental to be \$25,000. the first year, \$12,500. the second year. (based on 100% interest)
3. Royalty of 1/6 in addition to the money rental.
4. The Shell Oil Company would agree to neutralize the adverse claim of the Louisiana Land & Exploration Company during the period of their lease.
5. Lease to be made on the Shell Oil Company's standard lease form.

This offer is considerably higher than anything we have yet received and I believe it merits thoughtful consideration.

Regarding the protection of title, I understand that this protection in no way guarantees the Gibson heirs a fee simple title, it only holds the question in deference during the life of the Shell lease, thereafter, we would be right back where we started as regards the claim of the Louisiana Land & Exploration Company. In any event, since the property appears to have considerable value, I strongly recommend that we employ a competent attorney to make an abstract of title and guide us in taking what steps may be necessary to protect our interest. You are no doubt familiar with the standard lease forms of the oil companies regarding termination of the lease agreement. The oil company has the option of canceling the lease at the end of any year and the lease would be continued indefinitely when drilling operations are in progress or any oil or gas is being produced.

I would like to have an expression of opinion from you, by telegram if possible, as to your opinion of the present Shell Oil Company offer as outlined above.


Clay Simpson

Post Office Box 1294
Tryon, North Carolina.

10 July 1956.

Dear Clay:

Thanks for your memoranda with reference to the wells near the Gibson property, Terrebonne Parish, Louisiana.

Charles A. Foster, a representative of the Shell Oil Company, and has been with them for many years is Dunster's first Cousin. I believe that he is at present in Albany New York.

The Royalty of $1/6$ is better than most leases as they are for $1/8$.

In view of the fact that the old Magnolia Plantation consisted of 2650 acres more or less, there might be discrepancies or errors in the deeds of the whole property which have not been brought out. This property was managed by Hart Gibson and Randal Gibson jointly from 1 January 1861. Therefore, in getting an attorney, it would seem advisable that in abstracting the deeds of the property that consideration be made on the whole boundary. Also that a guarantys title be made.

I am in accord with the proposition as stated in your last memo. Whatever, Dunster agrees to, I will agree to. If a power of atty will be necessary to aid in this matter, that too I will make out. However, I have found that the power of attorney in many cases does not suffice beyond the signing period. It would have to be recorded and be very exact in terms. Hence, if this is desired please find out the particulars that will make it good and sufficient.

What is the relation of the Glascock well to the property. Fishing in an oil well is comparable to real fishing. It may take a long time to catch anything, especially at 11 thousand feet.

Trust that this is a satisfactory reply and expresses matters more clearly than by phone.

Sincerely,

Hart G. Foster.

Box 1294
Tryon, N.C.
10 July 1956.

Dearest Dunster:

The enclosed is a reply to a memorandum from Boone so that he could take action.

In reference to the third paragraph, I will quote the sentence in a paper backed Studbook of Grandfather's as follows:

" Took possession of Magnolia in partnership with Randall Jan.1st,1861!"

"MAGNOLIA 2650 acres "

As suggested in having the title abstracted, it might indicated that Tobias Gibson deeded to property to them or that he had them manage it. Consider that at that time war was about to start and things were in a state of confusion.

For your information in 1866 around the first of the year Uncle Lee and Grandfather went to New Orleans on the Boat Carter. They were shipping mules. The ship blew up. Grandfather was given up for dead and was laid out in the rows of those who were dead. However, Uncle Lee found him and they got him back to life. The loss was all the mules and six thousand dollars in cash. Grandfather was severely burned and was an anxiety for some time. At that time the Greenwood Plantation, Oak Forest, Live Oak and Ridgeland on the Hack. This may seem unrelated to our present situation about Magnolia, but I give it for what it is worth and to present briefly the conditions at that time. ~~At~~ They lost most of their slaves and had to scratch like hell to keep property and meet notes and keep alive. Grandmother told me about it when she was alive. Besides there are letters to that effect.

Now let us go to the family tree situation. I have never heard of there ever being a Robert B. Gibson. Never in the talking of Aunt Sarah, Uncle Tobe or Grandfather. It would seem in the years that I saw them they might have brought this out. (as to the Duncan family I have known of Emily and amelia who died whne young girls.)

Joseph A. Humphries had a son Joseph A. Humphries Jr. who died some fifteen years or so ago. I knew him and we played as kids together. Both Addison and I have G in our names. You too have a D unless you have dropped that. We had an Uncle who was known a*~~H~~te Hartie and died before Uncle hart was born. He was named for Grandfather Nathaniel Hart Gibson, but I do not know of Daniel. There was a Daniel Duncan.

Also Would Fritz function as an heir to Big Aunty. There was no issue, but that of course is a legal question and I have no knowledge.

The proposition of lease seems good. I put all my decision in you as you are there and an immediate decision can be made. In order to properly give a power of atty ~~it~~ is necessary to incorporate a discription of the property and just what is to be done in legal terms and even then the attorneys for the buyer may not choose to use ~~it~~. even though it is of record. However, it can bind the parties until the final instrument is complete.

I hope that I have not been verbose and if I have please excuse it. Having had a secretary for fifteen years this is a bit out of my ken. Love to you all

M/SAS

NEW HAVEN
DEC 16
5 PM
1942
CONN.



Lieut Col. Mark Gibson Foster 0-123331
~~War Department~~
~~Washington~~

*not
recovered*

Rec'd A. G. O.
For Directory Service

A.C.
24 A.C. *Richmond*
Krollwood Fld, D.C.
DEC 18 1942

NEW HAVEN

DISPATCHED

Wash
 Tub Do
 Special Search
 DEC 2 2 1942

DEC 19 1942

BUY
 WAR SAVINGS
 BONDS AND STAMPS

WASHINGTON, D. C. 10
 DEC 22
 11-PM
 M 1342

13 October 1964.

Dear Foster:

Upon our return from the Hospital at Ft. Bragg, I found your letter. There was not time to answer prior to this letter.

As to my attitude to the lease, I am of this opinion that the essence of the contract would be to drill and not for the rental. The contract with Shell Oil was for \$ 25,000.00 the first year and \$ 12,000.00 the second. To my mind this reverses the procedure as the longer the drilling is put off the greater the lease rental should be. In other words there should be a penalty for not drilling.

It is true that the cost of drilling will be considerable as they will have to go down between 17,000 to 18,000 feet to strike pay or none at all.

From the letter you wrote Mr. Russell, I gather that he got in communication with you only in reference to the three of us. What of the others, for there are fourteen more? Each of us three have 1/30 th of the total.

An enclosing copies of several communications in re the last negotiations which will shed more light on my thinking. Undoubtedly the oil corporation has or is in the process of acquiring sufficient acreage to protect them in case of a strike. It would seem to me that the centralization action is much better for all of us than to have individual operations. Therefore the power of Attorney for the specific negotiation and conditions which are to be met should satisfy

Yes, we are back and the check up proved that there is a green light. A bit trying, but successful.

Our love to the whole family,

As ever,

1803-1851 → (LOUISIANA HART)
 → TOBIAS GIBSON.
 B. Oct. 27th 1800 - D. Feb. 7th 1872

	Montgomery Gibson	{ Harlan Gibson
	Richardson Gibson	{ Randall Lee Gibson*
		{ Mary Duncan Gibson* (Mrs. Francis Hartmann)
	Louisiana H. Gibson ---	No Issue <i>deceased</i>
Randall Lee Gibson (Mary Montgomery) 1832-1892		{ Mary Gibson (Mrs. Gale McLean)
	Preston J. Gibson	{ Spaulding Gibson
		{ Henry Field
		{ J. M. Gibson
	Lee Randall/Gibson ---	No Issue - <i>deceased</i>
Tobias Gibson, Jr. (Eva Bright) 1838-1904	Louisiana Gibson (Mrs. W.H. Wood)	{ Louisiana Wood (Mrs. Clay Simpson)
	Emily Gibson ---	No Issue - <i>deceased</i>
	Bright Gibson ---	No Issue - <i>deceased</i>
Wm. Preston Gibson (Elodie Humphries) ---	No Issue	<i>deceased</i>
Claude Gibson ---	No Issue	<i>deceased</i>
McKinley Gibson ---	No Issue	<i>deceased</i>
Hart Gibson (Mary Duncan)	Mary B. Gibson (Mrs. Richardson Gibson) ^{1/2}	{ Randall Lee Gibson* ^{1/2}
		{ Mary Duncan Gibson* ^{1/2} (Mrs. Francis Hartmann)
	Louisiana H. Gibson --- (Mrs. Frederick Engelken)	No Issue - <i>deceased</i>
	Elizabeth Dunster Gibson ^{1/2} (Mrs. H.S. Foster)	{ Dunster Foster ^{1/2} (Mrs. Wm. Pettit)
		{ Addison Foster ^{1/2}
	Tobias Hart Gibson ---	Adele - <i>deceased</i>
	Elizabeth D. Gibson ---	No Issue
Daniel Gibson ---	No Issue	<i>deceased</i>
Hart Gibson, Jr. ---	No Issue	<i>deceased</i>
Robert B. Gibson ---	No Issue	
Louisiana H. Gibson (Mrs. Drake Carter) 1848-1877	Louisiana H. Carter ---	No Issue <i>deceased</i>
	Joseph Carter	{ Sarah Carter** (Mrs. Carter Stanfill)
		{ Joe Carter**
Sarah T. Gibson (Mrs. Joe Humphries) 1830-1907	Lucy A. Humphries ---	No Issue
	Sarah G. Humphries (Mrs. Kit Chenault)	{ Sarah Chenault (Mrs. Davis Buckner)
		{ Lucy Chenault*** (Mrs. M.W. Anderson)
	Joseph A. Humphries ---	No Issue
Susana Preston Gibson ---	No Issue	

* Randall Lee Gibson and Mrs. Francis Hartmann inherit through two heirs.

** Louisiana H. Gibson (Mrs. Drake Carter) had one daughter who died after her mother at age of two. Joseph Carter inheritance through second marriage of Drake Carter.

*** Mrs. M. W. Anderson's share leased to R. D. McMahan.

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