

TEST AND TERMS OF OIL LEASES

AND THE ARTICLES OF INCORPORATION OF ASTORIA FUEL COMPANY—PUBLISHED FOR INFORMATION OF INTERESTED PUBLIC.

In order that the entire public, interested in the oil and gas projects now afoot here, may understand the full terms and text of the organic instruments covering the case, the Astorian herewith publishes the form of lease used and the specific text of the articles of incorporation now on file with the state and county authorities. There has been a good deal of interest manifested in these documents, and in order that there may be no misconception in this relation, Dr. J. A. Fulton, chairman of the committee on organization, has furnished the Astorian with the copies here reproduced upon his suggestion:

Form of Lease.

"Agreement, Made and entered into this the day of A. D. 190..... by and between of as party of the first part, and as party of the second part.

"Witnesseth, That, for and in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained to be kept and performed by the second party, the first party hereby leases and grants unto the party all of the coal, oil and gas in and under the following described tract of land, together with the right to enter thereon at all times during the continuance of this lease, for the purpose of drilling and operating for said coal, oil and gas and removing same therefrom, and to lay pipelines, erect tanks, buildings and other structures thereon, necessary for the production and transportation of said coal, oil and gas, or for pipelines for oil or gas produced elsewhere, to-wit: All that certain tract of land situated in the County of Clatsop and State of Oregon, bounded and described as follows:

containing acres, more or less. "It is agreed that this lease shall continue in force for the term of five years from the date hereof, and as much longer thereafter as coal, oil or gas or either of them is produced therefrom by the said second party its successors or assigns, or as long as actual work is being done thereon in drilling, boring or developing coal, oil or gas therein or thereon, or transporting same in pipe lines thereover.

"As a further consideration of this lease, the second party agrees:

"First:—To pay to first party the full one-tenth of all the money received by second party, for all of the oil sold from the above described leased premises; the oil to be measured on the above described premises before being transported therefrom, and the payments to be made the first of each month, at the office of the second party in Astoria, Oregon, or by check mailed to first party, for all oil, sold during the month preceding.

"Second:—To pay first party at the rate of \$250 per each million cubic feet for all gas sold by second party from each gas well therein. First party shall have the right to use gas free of cost for all domestic uses.

"Third:—The second party agrees to pay first party six (6) cents for every ton of coal sold or removed by it from above described leased premises.

"Second party agrees to complete a well on the above described leased premises within two years from the date hereof, or pay first party the sum of per acre per quarter thereafter until said well is drilled.

"Second party shall have sufficient coal, gas, oil and water produced from such land, free of cost, for use in operating thereon, for any and all purposes.

"Second party agrees to bury all pipe lines below plow depth, upon request of first party, when such pipe lines shall be laid over tillable ground.

"Second party shall pay first party for all crops destroyed by reason of operating on said premises.

"Second part shall have the right to remove all or any part of the machinery and fixtures placed thereon by second party, including the right to draw and remove pipe and casings.

"Second party shall have the right at any time on payment of the sum of One Dollar to the first party, to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of this lease shall cease and determine.

"The first party shall have the right to use said above described leased prem-

ises for all farming and agricultural purposes, except such part as may be actually occupied by the second party for the purposes herein expressed.

"No well is to be drilled within 200 feet of any building now on said premises.

"All covenants and agreements herein contained, shall extend to the heirs, executors, administrators, assigns, or successors of the parties hereto, and all rights and privileges hereby leased or conveyed are exclusive in the second party, its successors or assigns.

"Witness, Our hands and seals the day and year first above written.

"Witnessed by
.....
..... (Seal.)
..... (Seal.)"

Articles.

"Articles of incorporation the enterprise business pursuit or occupation is to develop the gas, oil, coal, and mineral resources of Clatsop county particularly, and also the territory contiguous and adjacent thereto, including Pacific and Wahkiakum counties in the State of Washington and such other territory as may be from time to time determined by its board of directors, and to sink or bore oil and gas wells and operate the same and to mine for coal and other minerals, and to conduct and operate the same by such methods and in such manner, and at such place or places, as may be from time to time determined by its board of directors.

"Also to own and acquire by purchase lease or otherwise and to grant, bargain, sell and mortgage and lease or otherwise acquire and dispose of all kinds of real estate and interests therein and particularly mineral lands and lands containing gas or oil and lease all such lands and right to mine the gas, oil, coal or other minerals therein by working, lease or otherwise, and to deal generally in lands, gas, oil, and minerals, by the fee simple title or working leases or otherwise.

"To own and acquire by purchase, lease or otherwise all kinds of machinery and appliances and to operate the same as well as lease the same.

"To enter into the general contracting business of sinking wells or boring wells and shafts for the purposes of discovering oil, gas, coal or other mineral and to operate the same.

"To furnish gas or oil, or both, or coal or other mineral fuel for trade and profit and to erect, acquire or purchase or lease or otherwise obtain plants and

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NEW TO-DAY.
Christmas Excursions.
If you are going to spend Christmas in the Old Country consult the Canadian Pacific. Through tickets from Astoria to all points in Europe. James Finlayson, agent.

Notice.
We have silver side and steelhead netting, leaded lead lines, cotton twine and rope, Plymouth Manila rope, oil clothing and rubber boots and everything for fishermen. F. J. Carney & Co.

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Oliver typewriters and automatic stenographers at A. R. Cyrus, 424 Commercial street.

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A new innovation has been introduced at the Palace Restaurant, which will surely prove popular. Each evening a Spanish or Mexican dish will be prepared by one who is thoroughly acquainted in the intricacies of these toothsome repasts. These dishes, which have been in vogue at this popular place, for about a week, have hit the public taste, and change the present results.

New Grocery Store.
Try our own mixture of coffee—the J. P. B. Fresh fruit and vegetables. Babollet & Co. grocers. Phone Main 1281.
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The Tyler.
The Tyler still keeps up its reputation. Good liquors and polite attention will always win, and in pursuance of this idea Clarence Tyler has made no change in the quality of his goods, and has secured the services of Uncle Gene Lent whose genial personality makes him popular with the Tyler's patrons. Everyone knows where the Tyler is, Sixth and Bond streets.

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