

*The Prudential Oil and
Gas Company, Limited*

HEAD OFFICE

704a Centre St. - CALGARY, ALBERTA

AMENDED

Prospectus

*Filed with the Registrar of Joint Stock Companies
at Edmonton, Alberta.*



¶ The Directors now offer 150,000 shares of the Capital Stock of the Company of the par value of \$1.00 per share. Fifty per cent. payable on application and fifty per cent. on allotment. The selling price of the said shares may be fixed and varied by resolution of the Directors at any time without notice. This issue may be withdrawn by resolution of the Directors at any time without notice.



¶ The paid up shares of this Company are non-assessable and there is no personal liability attached to them after the selling price per share is fully paid.

The Prudential Oil & Gas Company, Limited

Incorporated under the Ordinances
of the North West Territories

Authorized Capital - \$1,000,000.00

Divided into 1,000,000 Shares
of the par value of \$1.00 each

HEAD OFFICE
CALGARY, ALBERTA

DIRECTORS

JOHN L. GRAHAM - President and Managing Director
Broker

ISAAC SAUNDERS - - - Vice-President
President Calgary Saddlery Co., Limited

L. E. SELLER - - - Secretary-Treasurer
Imperial Life Assurance Co.

ERNEST M. ADAMS
Vice-President Wood, Vallance & Adams, Ltd.,
Wholesale Hardware.

DR. C. F. MCGUFFIN, Surgeon

ERNEST C. WATSON, Retired Capitalist, Victoria, B.C.

SOLICITORS

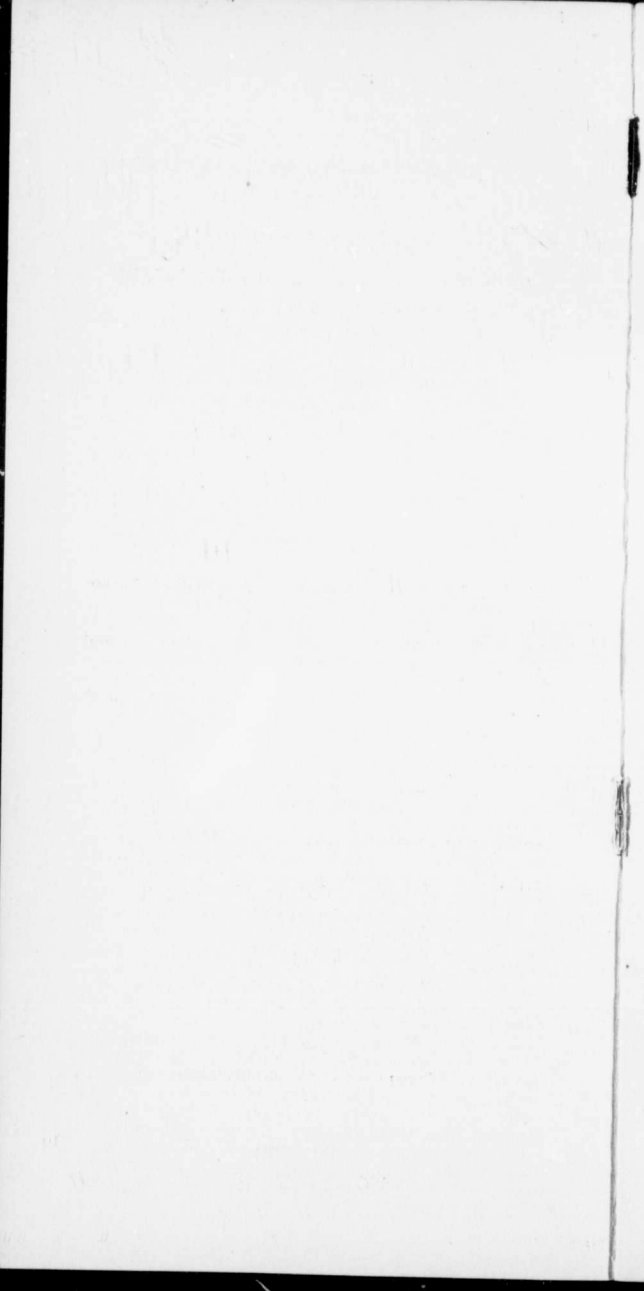
PEACOCK, SKENE & SKENE

BANKERS

IMPERIAL BANK OF CANADA

AUDITORS

SCOTT & STUART



THE PRUDENTIAL OIL AND GAS COMPANY
LIMITED

PROSPECTUS

Pursuant to the provisions of the Companies Ordinance and amendments thereto,

The Prudential Oil & Gas Company, Limited, has been organized for the purpose of owning, controlling and developing petroleum and natural gas lands and leases in the Province of Alberta, Canada, and generally dealing with the same as more particularly set out in the Memorandum of Association hereinafter set out in full.

The Company controls under contract ten thousand one hundred and seventy-five (10,175) acres (more or less) of Petroleum and Natural Gas leases situated in the best parts of what the greatest authorities on oil believe to be oil bearing fields.

The Company's leaseholds have been selected after long and careful study of the geological and other conditions in the Province of Alberta, and, as will be noted by reference to the list of same are not confined to one district, but on the contrary, are situated in practically all of the promising area, and in close proximity to practically every well now drilling.

The Company will undertake to develop its valuable holdings as required by the Department of the Interior to whatever extent seems advisable. The Company purposes to start with the drilling of No. 1 well as soon as sufficient stock has been sold to warrant same.

A previous issue of fifty thousand shares at the par value of One Dollar each has been already placed on the market and has been practically all subscribed. It is now the policy of the Directors to develop the Company's holdings more extensively than was at first intended, and it is owing to this fact and to the fact that a certain other valuable lease with the surface rights has been acquired recently by purchase for which the Company has agreed to pay partly in its fully paid up stock and partly in cash as hereinafter set out, that this issue is now being offered to the public for subscription.

This lease with surface rights which the Company has recently acquired is situated within approximately seven hundred yards to the West of the well known as Dingman Well and controlled by the Calgary Petroleum Products Company, Limited.

On the evening of May 14th A.D. 1914, a heavy flow of high grade oil which tested approximately 65 degrees Baume was brought in at the Dingman

well. The following day this well developed into an intermittent gusher proving conclusively the existence of an oil field in the Calgary District.

The lease which this Company has recently acquired is one of the closest possible well sites to the Discovery Well, outside the Dingman holdings, being approximately seven hundred yards to the West of the present well and adjoining the section on which same is located.

The Dingman Well No. 2, now being "spudded in" is situated about half way between the present producing well and our holdings.

The Company's holdings northwest of the Sarcee Reserve which are according to the Dominion Geological Survey on the same formation as the Mowbray-Berkely well are also worthy of note. It is widely reported that the drillers in this well have brought up oil on their tools and, in the event of a well being brought in in this location, this Company's holdings will be greatly enhanced in value. It should also be noticed that this Company has holdings within approximately one mile of the Monarch Well in which a heavy flow of wet gas has been encountered, causing the stock of that Company to rise rapidly.

The Company has acquired under contract entered into between the Company and John L. Graham and bearing date April 16th A.D. 1914, the petroleum and natural gas rights underlying 10,155 acres more or less described as follows:

- Fractional W. $\frac{1}{2}$ of Section 28-66-22-W. of 4th.
- N.W. $\frac{1}{4}$ of Sec. 26 and fractional S.W. $\frac{1}{4}$ of Sec. 35-56-2-W. of 5th.
- Fractional portion north of River of Sec. 36-31-7-W. of 5th.
- N. $\frac{1}{2}$ of Sec. 25 and N.E. $\frac{1}{4}$ of Sec. 26-31-7-W. of 5th.
- W. $\frac{1}{2}$ of Sec. 4-31-6-W. of 5th.
- N.E. $\frac{1}{4}$ of Sec. 4-31-5-W. of 5th.
- W. $\frac{1}{2}$ of Sec. 32-29-6-W. of 5th.
- Fractional S.W. $\frac{1}{4}$ of Sec. 30 and fractional L.S.D. 7 of Section 30-25-5-W. of 5th (123.26 acres).
- N. $\frac{1}{2}$ & S.E. $\frac{1}{4}$ of Sec. 11-25-6-W. 5th.
- Section 32-24-5-W. of 5th.
- S.W. $\frac{1}{4}$ of Sec. 22-24-5-W. of 5th.
- E. $\frac{1}{2}$ of Sec. 14-24-5-W. of 5th.
- N.W. $\frac{1}{4}$ of Sec. 6-24-4-W. of 5th.
- L.S.D. 1, 2, 3, 6, 7, 8, 9, 10 and 11 of Sec. 36-23-5-W. of 5th.
- N.E. $\frac{1}{4}$ of Sec. 36-22-4-W. of 5th.
- N. $\frac{1}{2}$ of Sec. 2-21-2-W. of 5th.
- N.E. $\frac{1}{4}$ of Sec. 29-18-3-W. of 5th.
- N.E. $\frac{1}{4}$ of Sec. 17-17-3-W. of 5th.
- S. $\frac{1}{2}$ of Sec. 36-17-4-W. of 5th.
- All of L.S.D. 2-7-10-15 and W. $\frac{1}{2}$ of L.S.D. 1-8-9-16, and E. $\frac{1}{2}$ of L.S.D. 3-6-11-14, Section 31-16-2-W. of 5th.
- S.E. $\frac{1}{4}$ of Sec. 7-13-2-W. of 5th.
- N.E. $\frac{1}{4}$ of Sec. 5-13-2-W. of 5th.

L.S.D. 8, 9 and 10 of Sec. 35-18-4-W. of 5th.
 S.E. $\frac{1}{4}$ of Sec. 32-21-1-W. of 5th.
 N.W. $\frac{1}{4}$ of Sec. 24-34-1-W. of 5th.
 S.E. $\frac{1}{4}$ of Sec. 6-33-2-W. of 5th.
 E. $\frac{1}{2}$ of Sec. 24-18-30-W. of 4th.
 Sec. 10-19-28-W. of 4th.
 Southerly portion of Sec. 30-20-29-W. of 4th.
 S.E. $\frac{1}{4}$ of Sec. 16-18-29-W. of 4th.
 L.S.D. 13 and 14 of Sec. 36-17-29-W. of 4th.
 Fractional N.E. $\frac{1}{4}$ of Sec. 12 and Easterly 10 acres
 of L.S.D. 14 of Sec. 12-22-13-W. 4th.
 All of Sec. 35 and W. $\frac{1}{2}$ of Sec. 36-21-12-W. of 4th.
 S.E. $\frac{1}{4}$ of Sec. 32-22-12-W. of 4th.
 N.E. $\frac{1}{4}$ of Sec. 34-19-28-W. of 4th.
 Section 4-19-28-W. of 4th.
 L.S.D. 2 and 7 of Sec. 6-18-1-W. of 5th.
 L.S.D. 3 of Sec. 14-25-5-W. of 5th.

450,000 shares of the par value of \$450,000.00 have been agreed to be issued as fully paid up, otherwise than in cash, together with the sum of \$4,000.00 in cash to John L. Graham, which has already been provided for, as the consideration for the purchase of the petroleum and natural gas leases above mentioned.

The Company has acquired under contract entered into between the Company and William S. Herron of Calgary, bearing date the 18th day of May, A.D. 1914, the surface rights as well as the petroleum and natural gas rights underlying twenty acres more or less, described as follows: The North Half of L.S.D. 9 of Section One (1), Township Twenty (20), Range Three (3), West of the Fifth Meridian; \$50,000.00 has been agreed to be paid to the said Wm. S. Herron for the above property and rights, payable partly in stock and partly in cash, of which \$20,000.00 in cash still remains due. Full details of this contract may be obtained by inspection thereof at the place and time hereinafter indicated. Owing to the large subscription of the stock of this Company it is anticipated that there will be no difficulty whatever in meeting the said payment. It is purposed to meet the said payment at least partially out of the proceeds of this issue.

These contracts may be inspected from 10 a.m. to 4 p.m. during any business day at the head office of the Company.

While the leaseholds first above set out have been purchased by the Company from John L. Graham and he will receive from the Company the cash and shares of the capital stock of the Company hereinbefore mentioned, the Vendor has in fact received assignments of a number of these leases from the following persons, viz.:

Gilbert P. Brett
 Bertram Waude
 E. H. Waude
 Dr. J. A. Millican
 John W. Burt
 H. Ramsbottom

who are to be re-imbursed out of the shares and cash received by the said Vendor from the Company.

The qualification for a Director is the holding of one share of the capital stock of the Company.

The names, occupations, addresses and number of shares held by each of the Directors are as follows: and they hold the shares set opposite their respective names in their own right as beneficial owners.

John L. Graham, Calgary, Alberta,.....	130,000
Broker.	
Isaac Saunders, Calgary, Alberta,.....	500
Manufacturer.	
L. E. Seller, Calgary, Alberta.....	500
Insurance Broker.	
Ernest M. Adams, Calgary, Alberta.....	3,000
Wholesale Merchant.	
Chester F. McGuffin, Calgary, Alberta.....	3,000
Surgeon.	
Ernest C. Watson, Victoria, B. C.....	2,000
Retired.	

The said shares being acquired by the Directors in lieu of leases which were turned over to John L. Graham in consideration of shares fully paid all of which are included in the shares allotted under the Company's agreement with John L. Graham.

The minimum subscription upon which the Company may proceed to commence business and go to allotment is 100 shares, exclusive of the shares issued to the vendor of leases, and the minimum amount payable on application and allotment shall not be less than 5 per cent of the selling price thereof.

The Company proposes to pay a commission of twenty per cent. (20 per cent.) of the selling price of shares for the sale of same, but at the discretion of the Directors this may be increased to not more than twenty-five per cent. (25 per cent.).

The preliminary expenses of the Company are estimated at \$1,500.00.

The amount intended to be reserved out of the sale of this issue is the entire proceeds of the sale of stock hereby offered for subscription or so much thereof as shall be sold, less selling commission, the preliminary expenses of the Company and the payment to be made to Wm. S. Herron as aforesaid.

No amount is intended to be paid to any promoter.

Each share of paid up stock entitles the holder to one vote in the management of the Company.

All applications for stock must be made on the Company's forms furnished herewith to the Head Office of the Company, or its authorized Fiscal Agents. Cheques or other remittances to be made payable to "The Prudential Oil & Gas Company, Limited," at par, at Calgary, Alberta, Canada.

Memorandum of Association

THE PRUDENTIAL OIL & GAS COMPANY, LIMITED

1. The name of the Company is "THE PRUDENTIAL OIL & GAS COMPANY, LIMITED."

2. The head office of the Company will be situate at Calgary in the Province of Alberta.

3. The objects for which the Company is to be incorporated are as follows:—

(1). To locate, purchase, lease or otherwise acquire, mortgage, sell, let or otherwise dispose of lands, mines, mineral, claims, water rights and franchises, mill sites, timber lands, limestone quarries and particularly lands containing or believed to contain petroleum and other oil springs and deposits, and natural gas.

(2). To carry on the business of searching for, prospecting, preparing, producing, refining, piping, storing, transporting, supplying, buying, selling, manufacturing and distributing, petroleum and other oils and their products and by-products.

(3). To construct, build, operate and maintain oil wells, refineries, buildings, machinery plants, stores and warehouses.

(4). To search for, prospect, examine, refine, smelt, reduce, crush, concentrate, manipulate and treat gold, silver, lead, copper, iron and minerals of every description.

(5). To manufacture, buy, sell, import, export and generally deal in machinery, pumps, drills, fuses, caps, candles, implements and conveniences suitable for use in connection with the oil or mining business.

(6). To buy, sell and furnish oil and gas for lighting, heating and other purposes; to lay down, construct, maintain and operate pipe lines, tubes, tanks, pump stations, connections, fixtures, storage houses and such machinery apparatus and devices as may be necessary to operate such pipes and pipe lines between various points subject to all provincial laws and regulations affecting the same, to have the right and power wherever permitted by law to enter upon rights of way; easements, properties of all persons and corporations, and have the right to lay its pipes and pipe lines across and under any public road, railroad, right of way, street railroad, canal or stream; to lay its pipes or pipe lines across or under any street or alley in any incorporated city or town, with the consent of or under the direction of the proper authorities of such cities or towns; also to carry on the business of producing, refining and storing petroleum products, vegetable and mineral oils.

(7). To purchase, take on lease or otherwise acquire, and to hold, lease, mortgage, sell, exchange or otherwise dispose of any real and personal property and any rights, franchises, privileges and easements which the Company may think it expedient or desirable to purchase for the purposes of its business.

(8). To carry on business as commission and general merchants, agents and factors, and to engage in any other business that may seem directly or indirectly conducive to the success of the operations of the Company.

(9). To buy, sell, lease, exchange, hire or otherwise acquire any real or personal property and any rights, franchises, easements, and privileges which the Company may think expedient or desirable to purchase or acquire for the purposes of its business.

(10). To deal and trade in all kinds of natural products, goods, wares, and merchandise, provisions and supplies in connection with the undertakings of the Company.

(11). To acquire the good will of any business and acquire or undertake the sale of all or any of the assets and liabilities of any such business, and take over as a going concern the business in connection therewith.

(12). To purchase or otherwise acquire all or any part of the business, property and liabilities of any company, society, partnership, or person, formed for all or any of the purposes within the objects of this Company, and to conduct and carry on or liquidate and wind up any such business.

(13). To manufacture, buy, sell and generally deal in any plant, machinery, tools, goods or things of any description which in the opinion of the Company may be conveniently dealt in by the Company in connection with any of its objects.

(14). To let on lease or on hire the whole or any part of the real or personal property of the Company on such terms as the Company shall determine.

(15). To apply for, purchase or otherwise acquire any patent rights, licenses, concessions and the like concerning any exclusive or non-exclusive or limited rights to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, transfer or grant licenses in respect of or otherwise turn to account the rights or information so acquired.

(16). To enter into any agreement with any Government or authority, authorities, federal, provincial, municipal, local or otherwise that may seem conducive to the Company's interests or any of them, and to obtain from such Government or authorities or take over from other persons or companies possessing the same, any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out and utilize the same, and to obtain or assist in obtaining any Acts of Parliament or of Legislatures or any sanctions or orders of any such Government or authorities which the Company may deem proper.

(17). To promote or form, or assist in the promotion or formation of any companies, businesses or undertakings having objects wholly or in part similar to those of this Company, or for the purpose of acquiring, purchasing, holding, working or otherwise dealing with any properties of the Company, or in which this Company is interested, or for any other purpose, with power generally to assist such companies, business or undertakings, and in particular by paying or contributing towards the preliminary expenses thereof or providing the whole or part of the capital thereof, or by taking or disposing of shares therein, or by lending money thereto upon debentures or otherwise and further to pay out of the funds of the Company all expenses attending the issue of any circular or notice connected with this or any other Company.

(18). To subscribe for, take, acquire, hold, sell and give guarantees by way of underwriting, or otherwise, in relation to stock, shares, debentures, obligations and securities of any Company, of any municipal, public or local board of authority, provided always, that the funds of this Company shall not be employed in purchasing or acquiring its own shares, or in loans upon the security thereof.

(19). To do all acts and things which may be necessary or desirable in connection with, or to procure for the Company a legal recognition, domicile and status in any Province, State or Territory in which any of its property, estate, effects or rights may be situated, or in which the Company may desire to carry on business, and to appoint local Boards or Committees, Attorneys or

Agents (with such powers as the directors of the Company may determine) to represent the Company in any such Province, State or Territory.

(20). To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, cheques, bills of lading, warehouse receipts, warrants, securities under the Bank Act, bonds, debentures, mortgages and other negotiable or transferable instruments or securities of every nature and kind whatsoever.

(21). To borrow, raise or secure the repayment of money in such manner as the Company shall think fit and in particular by the issue of debentures, debenture stock (perpetual or terminable) mortgages or any other securities, founded, based or charged upon all or any of the property and rights of the Company both present and future, including its uncalled capital, or without any such security, and upon such terms as to priority or otherwise as the Company shall think fit.

(22). To issue or guarantee the issue of, or the payment of, interest on the shares, debentures, debenture stock, or other securities or obligations of any Company or Association, and to pay or provide for brokerage, commission and underwriting in respect of any such issue.

(23). To advance and lend money upon such security as may be thought proper, or without taking any security therefor.

(24). To invest the moneys of the Company not immediately required, in such a manner as from time to time may be determined.

(25). To acquire by subscription, purchase or otherwise, and to accept and take hold, or sell shares or stock in any Company, society or undertaking the objects of which shall in whole or in part be similar to those of this Company or such as may be likely to promote or advance the interests of this Company.

(26). To establish agencies and branches in the Dominion of Canada and elsewhere, and to regulate and discontinue the same.

(27). To provide for the welfare of persons in the employment of the Company or formerly engaged in any business acquired by the Company, and the wives and widows and families of such persons, by grants of money, pensions, insurance or other payments, and by providing or subscribing towards such places of instruction and recreation and hospitals, dispensaries, medical and other attendance and other assistance as the Company shall think fit, and to form, subscribe to, or otherwise aid benevolent, religious, scientific, national or other institutions or objects, which shall have any moral or other claim to support or aid by the Company by reason of the locality of its operations or otherwise.

(28). To enter into and carry into effect any arrangement for joint working in business, or for sharing of profits or for amalgamation with any other company of any partnership or any person carrying on business within the objects of this Company.

(29). To establish, promote and otherwise assist any company or companies for the purpose of furthering any of the objects of the Company.

(30). To pay the expenses of any preliminary and incidental to the formation, establishment and registration of the Company.

(31). Upon any issue of shares, debentures or other securities of the Company to employ brokers, commission agents and underwriters, and to provide for the remuneration of such persons for their services by payment in cash, or by the issue of shares, debentures or other securities of the Company, or by the granting of options to take the same, or in any other manner allowed by law.

(32). To sell, lease, exchange, surrender, or otherwise deal with the whole of the undertaking and property and rights of the Company or any part thereof, for such consideration as the Company may think fit, and in particular for any shares (whether credited as partly or fully paid up or otherwise), debentures or securities of any other Company, and to divide such part or parts, as may be determined by the Company, of the purchase money, whether in cash, shares or other equivalent which may at any time be received by the Company on a sale of, or other dealing with the whole or part of the property, estate, effects and rights of the Company, amongst the members of the Company by way of dividend or bonus in proportion to their shares or to the amount paid up on their shares or otherwise to deal with the same as the Company may determine.

(33). To pay for any lands, business, property, rights, privileges, concessions, acquired or agreed to be acquired by the Company, and generally to satisfy any payment by, or obligation of the Company by the issue of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company credited as fully or partly paid up.

(34). To distribute any of the assets of the Company among the members in specie, and particularly any bonds, debentures or other securities of any other Company formed to take over the whole or any part of the assets or liabilities of this Company, but so that no such distribution amounting to a reduction of the capital be made without the sanction of the Court where necessary.

(35). To do all or any of the matters hereby authorized either alone or in conjunction with, or as factors, or agents for any other companies or persons, or by or through any factors, trustees or agents for any other companies or persons.

(36). To hold in the names of others any property which the Company is authorized to acquire and to carry on or do all or any of the matters aforesaid in the Province of Alberta or any other state or colony, and either in the name of the Company or any company, firm or persons as trustees for this company.

(37). Generally to carry on any other business, except the construction and operation of railways, telegraph and telephone lines, the business of banking; the business of insurance or the business of a trust company, which may seem to the Company capable of being conveniently or profitably carried on in connection with the above or calculated directly or indirectly to enhance the value and render profitable any of the Company's properties or rights, and to do all and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes, or the attainment of any one or more of the objects herein enumerated or incidental to the powers herein named, or which shall at any time appear to be conducive or expedient for the protection or benefit of the Company. And it is hereby declared that in the interpretation of this clause, the meaning of the Company's objects shall not be restricted by reference to any other object, or by the juxtaposition of two or more objects, and that in the event of any ambiguity this clause shall be construed in such a way as to widen and not to restrict the powers of the Company.

4. The Liability of the member is limited.

5. The capital of the Company is One Million (\$1,000,000) dollars divided into One Million shares of One dollar each

PROVIDED that nothing herein contained shall be deemed to confer upon the Company any powers to which the jurisdiction of the legislature of the Province of Alberta does not extend, and particularly shall not be deemed to confer the right to issue promissory notes in the nature of bank notes; and all the powers in the said MEMORANDUM of ASSOCIATION contained shall

be exercisable subject to the provisions of the laws in force in Alberta, and regulations made thereunder, in respect of the matters herein referred to and especially with respect to the construction and operation of railways, telegraph and telephone lines, the business of insurance, and any other business with respect to which special laws and regulations may now be or may hereafter be put in force.

WE the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names, and undertake, consent and agree to act as first directors of the Company.

Names, Addresses and Descriptions	Number of Shares taken by each Subscriber
Donald Nisbet Ross, of Calgary, Alta..... Broker.	1 (One)
Percy William McKinley, Calgary, Alta..... Broker.	1 (One)
Joseph E. Johnson, of Calgary, Alta..... Contractor.	1 (One)
Murice I. Guddal, of Calgary, Alta..... Farmer.	1 (One)

DATED this Tenth day of March, A.D. 1914.

WITNESS to the above signatures:

John L. Graham, Calgary, Alberta, Broker.

JOHN L. GRAHAM, Director.
CHESTER F. McGUFFIN, Director.
ERNEST M. ADAMS, Director.
ERNEST C. WATSON, Director.
ISAAC SAUNDERS, Director.
LESLIE E. SELLER, Director.

DATED at Calgary, Alberta, this 26th day of May, A.D. 1914.

