

**Editor's note: Reconsideration en banc granted; decision reaffirmed -- See John Sexton (On Remand), 20 IBLA 187 (May 7, 1975); Appealed -- dismissed, Civ. No. F-74-6 (D.Alaska Jan. 5, 1977).**

JOHN J. SEXTON

IBLA 74-93

IBLA 74-97

Decided March 5, 1974

Appeal from decisions of the Alaska State Office, Bureau of Land Management, approving in part and denying in part requests for refunds of advance rentals for oil and gas lease offers.

Affirmed.

Oil and Gas Leases: Applications: Generally--Oil and Gas Leases:  
Relinquishments

The unilateral mistake of an oil and gas lease offeror in withdrawing his offer does not relieve him of the consequences of the withdrawal; the withdrawal of an offer is effective as soon as it is filed and the offeror must refile to gain any priority for a lease.

APPEARANCES: John J. Sexton, pro se.

OPINION BY ADMINISTRATIVE JUDGE THOMPSON

On May 25, 1973, John J. Sexton sent a letter to the Alaska State Office, Bureau of Land Management, specifically withdrawing 30 oil and gas noncompetitive lease offers <sup>1/</sup> suspended because of a Native Protest and requesting return of the advance rentals. This document, which listed the offers by serial number, was accompanied by an Oil Lease Security Agreement and an authorization to pay the refund to the First National Bank of Fairbanks.

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<sup>1/</sup> In this withdrawal letter, Sexton lists 33 lease offers. Three lease offers were named twice. The 30 lease offers involved in this appeal are AA- 3521, AA-3522, AA-3962, AA-3958, AA-3961, AA-3572, F-3704, F-3772, F-3773, F- 3137, F-7138, F-7930, F-4304, F-4305, F-4307, F-4713 through F-4722 and F-7162 through F-7166.

On July 18, 1973, the Chief Adjudicator for the Alaska State Office refused to accept the withdrawals for lease offers AA-3522, AA-3521 <sup>2/</sup> and AA-3962, because those withdrawals were not signed by all the offerors. On June 28, 1973, the Chief Adjudicator refused to refund advance rentals for lease offers AA-3958, AA-3961 and AA-3572, on the grounds that the offers had previously been withdrawn and the rentals refunded. Similarly, on August 6, 1973, the Chief Adjudicator refused to refund the advance rentals for: (1) F- 3704, F-3772 and F-3773, because the offers had been withdrawn and rentals had been previously refunded; and (2) F-7137, F-7138 and F-7930, because the withdrawals were not signed by all the offerors. In the August 6, 1973, decision, refunds of the advance rentals were authorized for 18 lease offers. <sup>3/</sup>

In his appeal, <sup>4/</sup> Sexton contends that the letter withdrawing the lease offers was inadvertently attached to other material being sent to the Department and that he had no intention of simultaneously withdrawing the offers. He apparently raises no objections to those portions of the decisions which refused to accept the withdrawals and denied the refund requests, although he lists those offers in his appeal. Since no error is shown in the decisions regarding such offers, the appeal is subject to dismissal as to such offers. Helen S. Bailey, 11 IBLA 51, 52 (1973). As to the other offers, Sexton requests, in effect, that we reinstate the offers and reverse those portions of the decisions which authorized the refund of the advance rentals. We deny his request and affirm the decisions below.

An oil and gas offeror can withdraw his lease offer at any time by filing a written relinquishment of his rights in the appropriate Bureau office. "[T]he unilateral mistake of an oil and gas

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<sup>2/</sup> The decision inadvertently identifies "AA-3521" as "AA-3421."

<sup>3/</sup> F-4304, F-4305, F-4307, F-4713 through F-4722, and F-7162 through F-7166.

<sup>4/</sup> We have accepted a letter to the Chief Adjudicator dated August 15, 1973, as both a notice of appeal and statement of reasons for appeal. The letter was drafted by the President of the First National Bank of Fairbanks and signed by Sexton. A second notice of appeal was filed on Sexton's behalf by Edgar Paul Boyko, Esq., of Edgar Paul Boyko and Associates, on September 5, 1973, indicating a complete statement of reasons would be filed within 30 days. However, no further statement was filed.

offeror in withdrawing his offer does not relieve him of the consequences of the withdrawal, which are that the withdrawal is effective as soon as filed and that the offeror must refile to gain any priority for a lease." Lauren W. Gibbs, 67 I.D. 350, 351-52 (1960); Paul D. Haynes, 66 I.D. 332, 333-34 (1959). Cf. Roy W. Reed, 7 IBLA 321, 322 (1972); Thomas F. McKenna, 62 I.D. 376, 379 (1955); Gwen Gaukel, A-29017 (December 14, 1962). Sexton's relinquishment was not involuntary, even if "inadvertent," and his withdrawal was effective when filed. The request for reinstatement is denied.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decisions of the Alaska State Office, Bureau of Land Management, are affirmed.

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Joan B. Thompson  
Administrative Judge

We concur:

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Frederick Fishman  
Administrative Judge

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Anne Poindexter Lewis  
Administrative Judge

