

CHARLES C. STURDEVANT

IBLA 75-323

Decided May 22, 1975

Appeal from decision of the Wyoming State Office, Bureau of Land Management, denying appellant's petition for reinstatement of oil and gas lease W-29540-A, terminated for failure to pay the annual rental timely.

Affirmed.

1. Oil and Gas Leases: Reinstatement -- Oil and Gas Leases: Rentals

An oil and gas lease terminated by operation of law for failure to pay the advance annual rental on time may be reinstated only when the lessee shows that his failure to pay the rental timely was either justifiable or not due to lack of reasonable diligence. The neglect of office personnel to follow appellant's instructions to make payments while he was away from his office on a combined business and vacation trip is not a predicate for either basis for relief.

APPEARANCES: Charles C. Sturdevant, pro se.

OPINION BY ADMINISTRATIVE JUDGE RITVO

Charles C. Sturdevant has appealed from a decision dated January 13, 1975, of the Wyoming State Office, Bureau of Land Management (BLM), which denied his petition for reinstatement of oil and gas lease W-29540-A. The lease had expired by operation of law for failure to pay the advance annual rental on or before the anniversary date, as provided in 30 U.S.C. § 188(b) (1970) and 43 CFR 3108.2-1(a). The anniversary date was November 1,

1974, but payment was not received until November 21, 1974. The check is dated November 15, 1974, and the envelope is postmarked November 18, 1974.

[1] An oil and gas lease terminated by operation of law for failure to pay the advance rental on time may be reinstated only upon a showing by the lessee that his failure to pay on or before the anniversary date was either justifiable or not due to lack of reasonable diligence. 30 U.S.C. § 188(c) (1970); 43 CFR 3108-1(c); Louis Samuel, 8 IBLA 268 (1972).

Appellant says that the notice of payment was received in his office while he was away on an extended business and vacation trip, and that although he had left instructions with his secretary to take care of urgent matters, she had set aside the notice until his return. When he returned on November 15, 1974, he wrote a check and had it mailed to the BLM State Office.

Such circumstances do not qualify a lease for reinstatement under either of the possible alternatives. G. Wesley Ault, 16 IBLA 291 (1974).

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

Martin Ritvo
Administrative Judge

We concur:

Joseph W. Goss
Administrative Judge

Joan B. Thompson
Administrative Judge

