

DUNCAN MILLER

IBLA 77-439

Decided December 8, 1977

Appeal from expiration of two noncompetitive oil and gas leases, W 6052 and W 7693, at the end of their term.

Appeal dismissed.

1. Oil and Gas Leases: Generally -- Oil and Gas Leases: Extensions --
Oil and Gas Leases: Noncompetitive Leases

Noncompetitive oil and gas leases are issued for a primary term of 10 years. Such leases expire automatically by operation of law at the end of their 10-year terms unless the presence of one of the statutory grounds for extension of the term is established.

2. Appeals -- Rules of Practice: Appeals: Dismissal -- Rules of Practice:
Appeals: Statement of Reasons

Where appellant's allegations on appeal are immaterial and irrelevant and appellant fails to establish any error in the decision below or any infringement of appellant's rights, the appeal is properly dismissed as lacking in merit.

APPEARANCES: Duncan Miller, pro se.

OPINION BY ADMINISTRATIVE JUDGE GOSS

Appellant is the lessee of two noncompetitive public domain oil and gas leases (W 6052 and W 7693) issued by the Bureau of Land Management (BLM) pursuant to the Mineral Lands Leasing Act, ch. 85, 41 Stat. 437 (1920), as amended, 30 U.S.C. §§ 181-263 (1970 and Supp. V, 1975). Lease W 6052 was issued effective June 1, 1967, and lease W 7693 was issued effective September 1, 1967.

On May 11, 1977, appellant filed a "complaint" with the Wyoming State Office, BLM, with respect to the two leases. The complaint was against the termination of the two leases. Appellant contended that irregularities exist generally in the leasing of oil and gas on public lands and enclosed a copy of a letter he had previously written complaining of an alleged swindle bearing no apparent relationship to appellant's leases. He further claimed that "unreasonable stipulations which were not a part of the leases when acquired" are imposed which violate appellant's constitutional rights. Appellant requested that new leases be issued.

The BLM responded with a letter to appellant dated May 13, 1977, advising him that leases W 6052 and W 7693 would expire by operation of law May 31, 1977, and August 31, 1977, respectively, at the end of their 10-year terms in the absence of any legal grounds for extension of the lease terms. It was noted that there was no evidence in the case files of grounds for extension of the leases. The BLM further noted that there is no indication that stipulations have been added to either of appellant's leases.

In his statement of reasons for appeal, appellant has asserted that the reply of the BLM to his "complaint" was not responsive to the matters raised therein. Appellant has raised these same matters again on appeal.

[1] Noncompetitive oil and gas leases are issued for a primary term of 10 years. 30 U.S.C. § 226(e) (1970); 43 CFR 3110.1-1. Noncompetitive oil and gas leases expire automatically by operation of law at the end of their 10-year terms unless there is present one of the statutory grounds for extension of the term (for example, production of oil or gas in paying quantities continuing after the end of the primary term). Rajac Industries, Inc., 26 IBLA 202 (1976).

Appellant has not alleged the existence of any of the legal grounds which would cause the term of either of the leases to be extended. Therefore, on the basis of the record, it appears that leases W 6052 and W 7693 expired automatically by operation of law at the end of their terms on May 31, 1977, and August 31, 1977, respectively.

[2] Appellant's allegations below and on appeal do not apparently relate to the leases which are the subject of this appeal. Nothing is alleged which constitutes an infringement of appellant's rights under the subject leases. Appellant's allegation regarding irregularities is so vague that it is unclear what he is specifically complaining of. No irregularity is alleged with respect to the subject leases. Regarding appellant's complaint about new stipulations, it

appears from the record that neither lease was subject to any special stipulations other than the standard lease terms. Further, even where special stipulations are involved, consent of the offeror is required prior to lease issuance -- stipulations are not imposed upon the lessee after lease issuance. Where appellant's allegations on appeal are immaterial and irrelevant and appellant fails to establish any error in the decision or any infringement of appellant's rights, the appeal is properly dismissed as lacking in merit. Duncan Miller, 28 IBLA 62, 64 (1976).

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the appeal is dismissed.

Joseph W. Goss
Administrative Judge

We concur:

Frederick Fishman
Administrative Judge

Martin Ritvo
Administrative Judge

