

ARJAY OIL CO.

IBLA 77-436

Decided December 16, 1977

Appeal from the Nevada State Office, Bureau of Land Management, dismissing protests against the issuance of 20 oil and gas leases, N-13360, et al.

Affirmed.

1. Evidence: Presumptions

In the absence of any evidence to the contrary, the validity of the dates, on which a lease was signed and became effective, appearing on the face of a lease included in the record will be presumed.

2. Oil and Gas Leases: Applications: Sole Party in Interest

A protest by a junior offeror against oil and gas lease offers which charges that fraudulent statements were made on the offers and implies other wrongdoing that violates the regulations requiring disclosure of all parties in interest is properly dismissed where the protestant fails to establish these charges or that the successful offers were in fact defective. A suggestion of the possibility of a violation of a regulation is not sufficient; a protestant must present competent proof of such violation, absent which a protest is properly rejected.

APPEARANCES: R. J. Hollberg, Jr., President of Arjay Oil Company, pro se; R. C. Albright, pro se.

## OPINION BY ADMINISTRATIVE JUDGE RITVO

Arjay Oil Company (Appellant) appeals from a decision of the Nevada State Office, Bureau of Land Management (BLM) dated June 15, 1977, dismissing its protests against the issuance of oil and gas leases pursuant to 20 oil and gas lease offers for available lands, filed by R. C. Albright (Albright). 1/ Appellant has filed conflicting junior offers.

Appellant urges two grounds for invalidating the leases issued to Albright.

Appellant first alleges that 18 of the leases (all except N-13388 and 13389) were issued in violation of 43 CFR 3110.1-2, which requires, in the absence of prior written permission to do otherwise, that leases be dated as of the first of the month following the date the leases were signed. The leases were issued effective as of February 1, 1977. Appellant states: "No written request was included in the case file and the leases were not signed until after February 1, 1977. No lease could have been issued effective before March 1, 1977. These leases should be cancelled."

[1] An examination of the record discloses that the disputed leases bear signature dates of January 28 and 31, 1977, and effective dates of February 1, 1977. These dates conform on their face to 43 CFR 3110.1-2. In the absence of evidence disputing the validity of these dates, no basis exists for challenging the leases' compliance with the effective date regulation. 2/

Appellant next alleges that Albright's offer was in violation of 43 CFR 3102.7 in that Albright was not the sole party in interest as he indicated in paragraph 6 of his offer. Appellant claimed that Albright was an agent for an undisclosed principal and that the real parties in interest were one or more of: Northwest Exploration Company, Husky Oil Company, North Central Oil Corporation, Filon Exploration Corporation, and Century Exploration Company. When Appellant presented no evidence to substantiate these allegations other than its own information and beliefs, the BLM dismissed the protests stating:

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1/ The serial number of the 20 lease offers are:

N-13360, N-13361, N-13362, N-13363, N-13372, N-13373, N-13374, N-13377, N-13378, N-13379, N-13380, N-13381, N-13382, N-13383, N-13384, N-13385, N-13386, and N-13387, for which leases were issued effective February 1, 1977, and N-13388 and N-13389, for which leases were issued effective June 1, 1977.

2/ In any event, the only consequence of an improper predating of a lease would be to reissue it with a proper effective date.

Each of the above-cited lease offers, (issued leases) were executed by the offeror pursuant to the regulations in Title 43 of the Code of Federal Regulations, Part 3100. In Item 6 of each of the 20 cases, the offeror stated that he was the "sole party in interest," and executed each offer under Item 9 that "It is hereby certified that the statements made herein are complete and correct to the best of the offeror's knowledge and belief and are made in good faith." Each offer is also executed over the following: "18 U.S.C. sec 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction."

In your allegation, you charge that the offeror's (R. C. Albright) statements concerning the sole party in interest are not true. This charge is serious and was not accompanied by a trace of evidence to substantiate your allegations other than "information and belief." This office has no evidence or belief that the offeror did not execute the offers in good faith or that any fraudulent statements were made, nor is there any justification to question the offeror's statement that he is the sole party in interest.

It would not be in the public interest to demand the offeror to submit an additional statement under oath based solely on another party's belief and for the sole purpose of gaining priority under subsequent filings.

[2] We observe that Appellant's contentions are substantially similar to its contentions considered in Arjay Oil Company, 31 IBLA 300 (1977), suit seeking judicial review pending, Arjay Oil Company v. Andrus, D. Idaho, Civ. No. 77-1167. There we held:

In the final analysis, appellant has not shown where the State Office decision was in error. The burden is on the protestant to show justification for the disqualification of the successful [offeree] and that the offer is in fact defective. Mere suggestion of the possibility of violation of a regulation is not sufficient; a protestant must present competent proof of such violation. Absent an adequate showing of disqualification, the Board has repeatedly held that a protest alleging disqualification is properly rejected. D. E. Pack, 30 IBLA

230 (1977); Harry L. Mathews, 29 IBLA 240 (1977); Georgette B. Lee, 3 IBLA 171 (1971).

As Appellant has not furnished any new evidence or arguments, his protest is dismissed for the reasons stated in Arjay Oil Company, *supra*.

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:

Frederick Fishman  
Administrative Judge

Joseph W. Goss  
Administrative Judge

