

ESSIE M. COHAN
MOSES DANIEL COHAN

IBLA 77-557

Decided January 5, 1978

Appeal from decision of Colorado State Office, Bureau of Land Management, rejecting oil and gas lease offer C-25703.

Affirmed.

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

An oil and gas lease offer filed on a simultaneous filing drawing entry card must be rejected if it contains the name of an additional party in interest and the parties fail to submit a statement of their separate interests, any agreements between them, and evidence of the qualifications of each offeror to hold the oil and gas lease within 15 days of the filing.

APPEARANCES: Essie M. Cohan, Moses Daniel Cohan, pro sese.

OPINION BY ADMINISTRATIVE JUDGE STUEBING

Essie M. and Moses Daniel Cohan (Appellants) have appealed from the August 26, 1977, decision of the Colorado State Office, Bureau of Land Management (BLM), rejecting their simultaneous oil and gas lease offer which was drawn first in the July 1977 drawing for parcel CO-568, serial number C-25703. The offer was made by both Appellants, and the name of an additional party in interest, Henry I. Cohan, is printed in a section provided for that purpose on the drawing entry card. BLM's decision rejected the offer because Appellants failed to file a separate statement signed by them and Mr. Henry Cohan setting forth the nature and extent of the interest of each in the

offer, within 15 days of the filing on July 25, 1977, as required by 43 CFR 3102.7.

A statement signed by Henry Cohan and certifying that his participation in the parcel is 25 percent was filed on September 8, 1977, along with Appellants' notice of appeal. The notice of appeal, signed by Appellants as offerors, indicates that they each have a 37.5 percent interest in the offer.

[1] The controlling regulation, 43 CFR 3102.7 provides as follows:

If there are other parties interested in the offer a separate statement must be signed by them and by the offeror, setting forth the nature and extent of the interest of each in the offer, the nature of the agreement between them if oral, and a copy of such agreement if written. All interested parties must furnish evidence of their qualifications to hold such lease interest. Such separate statement and written agreement, if any, must be filed not later than 15 days after the filing of the lease offer. Failure to file the statement and written agreement within the time allowed will result in the cancellation of any lease that may have been issued pursuant to the offer. Upon execution of the lease the first year's rental will be earned and deposited in the U.S. Treasury and will not be returnable even though the lease is canceled. [Emphasis supplied.]

It has been held many times that the requirements of the regulation are mandatory and that failure to comply with them must necessarily result in the rejection of the lease offer. Harvey v. Udall, 384 F.2d 883, 885 (10th Cir. 1967); Walter H. Anderson, 27 IBLA 253 (1976); John J. Gergurich, 25 IBLA 266 (1976); Emily Sonnek, 21 IBLA 245 (1975); Mary West, 17 IBLA 84 (1974); Melvyn Kegler, 13 IBLA 265 (1973); Richard Hubbard, 2 IBLA 270, 78 I.D. 170 (1971); Richard C. Cook, 73 I.D. 145 (1966). Appellants did not file any documents concerning the agreement between themselves and Mr. Henry Cohan, the additional party in interest, within 15 days of the filing of their entry card. Accordingly, Appellants' offer was properly rejected.

Appellants assert that they were not aware of this requirement because a copy of 43 CFR 3102.7 was not included in the material sent to them. However, the drawing entry card in question contains the following advisory proviso: "Other Parties in Interest -- All interested parties named below must furnish evidence of their

qualifications to hold such lease interest. See 43 CFR 3102.7 Thus, Appellants were put on notice of the existence of the requirements in question. Nor may BLM be faulted for not enclosing a copy of this regulation. All persons dealing with the Government are presumed to have knowledge of duly promulgated regulations. Wesley Warnock, 17 IBLA 338 (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.

Edward W. Stuebing
Administrative Judge

We concur:

Frederick Fishman
Administrative Judge

Joan B. Thompson
Administrative Judge

