

RICKY L. GIFFORD

IBLA 78-117

Decided March 10, 1978

Appeal from a decision of the New Mexico State Office, Bureau of Land Management, rejecting oil and gas lease offer NM 31377.

Set aside and remanded.

1. Administrative Practice—Oil and Gas Leases: Applications: Generally

A requirement to submit a "certified copy" of a private agreement is satisfied by the submission of a copy of the agreement with a statement that it is a copy of that agreement.

2. Oil and Gas Leases: Applications: Generally

Where a successful drawee in a simultaneous oil and gas lease drawing, who is directed by a state office to submit a copy of any agreement he may have with another person, submits a copy of an agreement which incorporates, by reference, a brochure issued by the leasing service with which he had an agreement, but not a copy of the brochure, he has not complied with the directive and his offer is properly rejected.

APPEARANCES: Ricky L. Gifford, Anchorage, Alaska, pro se.

OPINION BY ADMINISTRATIVE JUDGE RITVO

Ricky L. Gifford has appealed from the November 16, 1977, decision of the New Mexico State Office, Bureau of Land Management, rejecting his oil and gas lease offer NM 31377.

Appellant's offer was drawn first for Parcel No. NM 898 in a simultaneous oil and gas lease drawing held on August 9, 1977. In a

decision dated August 24, 1977, the State Office directed Gifford to submit certain additional information it deemed necessary to establishing his qualifications as an applicant. One item requested was: "A certified copy of the contract or agreement between applicant and the individual association or corporation under which such filing services are authorized to be performed on behalf of applicant."

In attempting to comply with this demand, appellant requested the Pacific Oil Leasing Service (hereinafter Pacific), with whom he had entered into an agreement for filing offers in simultaneous oil and gas filings, to submit a copy of their agreement. Thereupon Pacific mailed to the State Office a copy of the document entitled "Advisory and Service Agreement" as an enclosure to a letter noting that appellant had asked it to do so. The State Office found that this was not "a certified copy," as it had directed, and rejected the offer.

On appeal Gifford contends that Pacific's letter which accompanied the copy of the submitted agreement is tantamount to certification and serves the purpose of a certification. He points out that Black's Law Dictionary defines a certified copy as one signed and certified as a true copy by the officer to whom the original has been entrusted.

As the appellant recognizes, the State Office may require an applicant to submit additional information it deems necessary, to establish his qualifications as an offeror. Evelyn Chambers, 31 IBLA 3 (1977). And an inquiry into the relationship between an offeror and his filing service is entirely proper. D. E. Pack, 30 IBLA 166 (1977).

[1] However, we are doubtful that the requirement for a "certified copy" of a document held by private persons adds to the trust that can be placed on the copy. As the State Office pointed out in its decision demanding "a certified copy," Title 18 U.S.C. § 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 statement or representations as to any matter within its jurisdiction. We also note that by regulation the Department has eliminated the requirement for oaths in most matters relating to public lands under its jurisdiction. 18 CFR 1821.3-1. This regulation also calls attention to 18 U.S.C. § 1001 and provides that an application may be rejected if a false statement as to a material fact is made. These provisions of the statute and regulation would seem to provide whatever sanctions are deemed necessary to insure honest compliance with a request for a copy of an agreement. Therefore we conclude that the submission of a copy of an agreement with the statement that it is a copy of the

agreement satisfies the requirement for a "certified copy" of a privately held document.

[2] However, an examination of the agreement submitted reveals that applicant did not submit the entire agreement between him and Pacific.

The agreement states:

WHEREAS, Pacific Oil hereby agrees to provide its services to Client in connection with filing the analysis of investments in federal, state and private mineral leases pursuant to the description of services set forth in Part 3 of Pacific Oil's Brochure dated Oct. 30, 1976;

* * * * *

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, Pacific Oil and Client hereby agree as follows:

1. Retainer: Client hereby retains Pacific Oil to provide those services set forth and described and contained in the Brochure dated October 30, 1976, 1/ heretofore delivered to Client by Pacific Oil, receipt of which is hereby acknowledged. Services shall include approximately 600 BLM filings during the term of this Agreement. Pacific Oil agrees to pay the BLM filing fee of \$10.00 for each BLM application. If the BLM filing fee increases above \$10.00, the Client will pay Pacific Oil in advance for the fee increase for the remaining filings or advise Pacific Oil to reduce the number of filings to a number that can be covered by Pacific Oil without loss.

* * * * *

5. Duties: During the term of this Agreement, Pacific Oil hereby agrees to use its best efforts to give the advice and services described in the Pacific Oil Brochure given Client. [Emphasis in original.]

Indeed, the full purport of the agreement cannot be grasped unless the brochure is examined. In D. E. Pack, supra, for example, an agreement with a leasing service referred, in almost the same terms as here, to a brochure that described the leasing service's program. As here, the

1/ Emphasis added.

brochure was made part of the agreement and an examination of the brochure was necessary to determine whether the leasing service had an improper interest in the offers its clients filed.

So here, the scope of the agreement cannot be ascertained without the brochure. Having failed to file it, appellant has not complied with the requirement of the State Office for submission of a copy of his agreement with the leasing service.

However, since the necessity to submit a copy of the brochure may not have been readily apparent to appellant, he is given 30 days from the date hereof to submit a copy to the State Office. The State Office may then adjudicate the offer. If the brochure is not submitted within the time allowed, the offer will be rejected.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision of the State Office is set aside and the case remanded for further proceedings consistent herewith.

Martin Ritvo
Administrative Judge

We concur.

Joseph W. Goss
Administrative Judge

Douglas E. Henriques
Administrative Judge

