

BEBE LEE DURDEN

IBLA 78-369

Decided September 8, 1978

Appeal from decision of New Mexico State Office, Bureau of Land Management, rejecting simultaneous oil and gas lease offer NM 31952.

Set aside and remanded.

1. Oil and Gas Leases: Applications: Generally

It is incorrect for BLM to reject an oil and gas lease offer in the simultaneous filing program for failure of the applicant to submit a copy of her agreement with a filing service where there is no evidence that such a written agreement exists. Where a DEC submitted in the simultaneous oil and gas leasing program has been signed by the applicant, and all else is regular, no other requirement of the regulations are called into play.

APPEARANCES: Joel Held, Esq., Durant, Mankoff, Davis, Wolens & Francis, Dallas, Texas, for appellant.

OPINION BY ADMINISTRATIVE JUDGE HENRIQUES

Bebe Lee Durden appeals from a decision dated February 28, 1978, wherein the New Mexico State Office, Bureau of Land Management, rejected her drawing entry card (DEC) oil and gas lease offer NM 31952 because she had not submitted a copy of her assumed agreement with a filing service, as required by the State Office in its decision of January 18, 1978.

The DEC filed by Ms. Durden for Parcel NM 1121 in the September 1977 simultaneous oil and gas leasing procedure was drawn with first priority. The DEC showed the same address as appeared on other DEC's filed for the same parcel, so BLM called upon Ms. Durden by decision of January 18, 1978, to submit additional information relative to the

signing and formulation of her DEC, and to furnish "a certified copy of the contract or agreement between applicant and individual, association or corporation under which such filing services are authorized to be performed on behalf of the applicant."

In response, Ms. Durden stated the address used on her DEC was that of Government Oil Lease Investments, Inc., that she had signed and dated the DEC herself after she had inserted the parcel number, which she had chosen herself. As noted above, BLM rejected the DEC because Ms. Durden did not submit a copy of her agreement with the filing service.

On appeal, appellant states succinctly and simply that there is no agreement between herself and any filing service, including Government Oil Lease Investments, Inc., so she could not comply with the demand by BLM. Her relationship with Government Oil Lease Investments was limited to an oral agreement under which she would choose four parcels each month, complete and sign the DEC, and give the cards to Government Oil Lease Investments for forwarding to the appropriate land office.

Examination of the DEC shows that it does, indeed, bear a handwritten signature. Where a DEC submitted in a simultaneous oil and gas lease filing has been signed by the applicant, its completion by a duly authorized agent, all else being regular, does not call into play other requirements of pertinent regulations. Virginia A. Rapozo, 33 IBLA 344 (1978). Where an inquiry by BLM discloses that an oil and gas lease applicant personally signed his name on his DEC, there can be no question of the application of 43 CFR 3102.6-1(a), since this regulation operates only where an agent or attorney-in-fact signs the card on his principal's behalf. Adam F. Zbilski, 34 IBLA 4 (1978).

Additionally, we note that the State Office ignored BLM Instruction Memorandum No. 77-381 of November 23, 1977, which states: "Where the offeror himself manually signs the drawing entry card, the current regulations do not require submission of any statements by the offeror or other parties who may have assisted him or formulated the offer in his behalf."

[1] The BLM decision herein is based upon an unsupported presumption that a written agreement exists between appellant and a filing service, and failure to provide a copy of such agreement mandated the rejection. The decision must be set aside, as it is incorrect for BLM to reject an oil and gas lease offer in the simultaneous filing program for failure to submit a copy of a nonexistent written agreement with a filing service.

Accordingly, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed is set aside, and the case remanded for issuance of an oil and gas lease, all else being regular.

Douglas E. Henriques
Administrative Judge

I concur.

Anne Poindexter Lewis
Administrative Judge

I concur in the result:

Joan B. Thompson
Administrative Judge

