

JOSEPH J. O'KEEFE

IBLA 78-319

Decided May 14, 1979

Appeal from dismissal by the New Mexico State Office, Bureau of Land Management, of protest to issuance of oil and gas lease NM 31957.

Affirmed.

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

The fact that the addresses of an oil and gas lease offeror and a filing service are identical does not disqualify the offer or afford the offeror or filing service a greater probability of successfully obtaining a lease or interest therein in violation of 43 CFR 3112.5-2.

2. Oil and Gas Leases: Applications: Generally--Oil and Gas Leases: Applications: Attorneys-in-Fact or Agents--Oil and Gas Leases: Applications: Drawings--Oil and Gas Leases: Applications: Sole Party in Interest

Where there is no evidence in the record that the offeror with first priority in a simultaneous oil and gas lease drawing is not the sole party in interest, a protest alleging an interest in a filing service may properly be dismissed.

3. Oil and Gas Leases: Applications: Generally—Oil and Gas Leases: Applications:  
Attorneys-in-Fact or Agents

Charges that an oil and gas lease filing service has not complied with the Securities Act of 1933 are properly raised before the Securities and Exchange Commission rather than the Department of the Interior, which has not been delegated responsibility for enforcement of securities laws.

APPEARANCES: Joseph J. O'Keefe, pro se; Jerald E. Jackson, Esq., Samuels, Miller, Schroeder, Jackson & Sly, Decatur, Illinois, pro se.

OPINION BY ADMINISTRATIVE JUDGE GOSS

In the simultaneous drawing for an oil and gas lease on Parcel No. NM 1127 in Lea County, New Mexico, Jerald E. Jackson drew first priority and appellant drew second priority.

In reviewing Mr. Jackson's offer card, the Bureau of Land Management (BLM), discovered that his card had a common address which had also been used by other applicants. BLM, therefore, ordered Jackson to provide additional information concerning his offer. Appellant filed a protest against issuance of the lease, and Jackson submitted the required information. BLM concluded the offer was valid and dismissed appellant's protest. Notice of appeal and statement of reasons were filed by appellant, and Jackson filed his answer thereto on May 11, 1978.

[1] Appellant raises several issues on appeal. First, appellant alleges that the offer was filed by a leasing service and the use of a common address on a drawing entry card is "illegal" in that it allows "coercion, manipulation and collusion." There is no regulation barring the use of a common address, and it is well settled that an offeror's use of a common address does not disqualify the offer. Virginia L. Jones, 34 IBLA 188 (1978); Nadine H. Sanford, 31 IBLA 184 (1977). Neither is there any regulation barring a leasing service from filing an offeror's card. See Virginia L. Jones, *supra*.

Appellant maintains that Jackson failed to list all parties holding an interest in the offer because the use of a common address gives the agent "complete control over leases won by their clients. Thus they have a hidden int[er]est in all such leases." In D. E. Pack, 31 IBLA 283, 285 (1977), the Board ruled against appellant's position:

[T]he fact that the addresses of an applicant and a filing service are identical merely indicates the use of a filing service in some capacity and does not, in and of itself,

show collusion or that the offeror, or the filing service, had a greater probability of obtaining a lease or interest therein in violation of 43 CFR 3112.5-2. Harry L. Matthews, 29 IBLA 240 (1977).

[2] Furthermore, there is no evidence in the record of any violation of BLM regulations by the offeror or the filing service. Appellant's only "evidence" is his assumption that there is a violation because of the use of a common address. Without some evidence of the assumed relationship, this aspect of the protest was properly dismissed. Virginia L. Jones, *supra*; Arjay Oil Co., 33 IBLA 102 (1977); Harry L. Matthews, *supra*; Georgette B. Lee, 3 IBLA 171 (1971); cf. Lee S. Bielski, 39 IBLA 211, 86 I.D. 80 (1979).

[3] Finally, appellant argues that the winning entry card is "illegal" under the Securities Act of 1933 on the basis of the decision in SEC v. Max Wilson, Inc., No. 77-133M (D.N.M. June 15, 1977). This allegation is not within Department of the Interior's jurisdiction. The Board has held that charges with respect to noncompliance with the securities laws go to the relationship between filing companies and their investors and are properly raised before the Securities and Exchange Commission. When the charges do not indicate noncompliance with Departmental statutes, regulations, and decisions governing the simultaneous oil and gas lease program, they are not proper for consideration by the Department of the Interior; the Department has not been delegated responsibility for enforcement of the securities laws. William Miller, 36 IBLA 349 (1978); Elias C. Bacil, 35 IBLA 198 (1978).

Accordingly, pursuant to the authority vested in the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision of BLM dismissing this protest is affirmed.

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Joseph W. Goss  
Administrative Judge

We concur.

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Joan B. Thompson  
Administrative Judge

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Edward W. Stuebing  
Administrative Judge

