

CHARLES A. MATTISON

IBLA 80-224

Decided March 19, 1980

Appeal from decision of the Utah State Office, Bureau of Land Management, rejecting oil and gas lease offer U 44302.

Affirmed.

1. Oil and Gas Leases: Applications: Generally -- Oil and Gas Leases: Applications: Drawings -- Oil and Gas Leases: Applications: Filing

An oil and gas lease offer is properly rejected, where an official of the bank on which the offeror's check to cover the filing fee was drawn, corroborates that the check was uncollectible.

APPEARANCES: Charles A. Mattison, pro se.

OPINION BY ADMINISTRATIVE JUDGE FISHMAN

This appeal is taken from a decision dated November 29, 1979, by the Utah State Office, Bureau of Land Management (BLM), rejecting oil and gas lease offer U 44302. Appellant was the successful drawee for parcel UT-1 in the October 1979 simultaneous drawing. BLM rejected the offer because appellant's check in the amount of \$100 to cover his filing fees was returned by the bank as uncollectible.

Appellant contends that the check was erroneously dishonored by the bank. Appellant has submitted copies of bank statements which he says prove bank error. These statements indicate that appellant's account was in excess of \$2,000 when the check was presented. An inquiry of the bank produced the following response:

Dr. Mattison's check #1506 was returned for uncollected funds. Uncollected funds means that Dr. Mattison had deposited a check with us whose funds would not be released for a stated period of time therefore the check for 100.00 could not be paid until the funds were

released. His account was in excess of 2,000.00 at that time but those funds were being held.

[1] A drawing entry card for a simultaneous oil and gas lease offer must be accompanied by a remittance covering the filing fee of \$10. 43 CFR 3112.2-1(a)(1). When appellant's check was dishonored his entry card was not accompanied by a proper remittance to cover the filing fee. The Board has consistently held that a check which a bank has refused to honor is not a tender or payment of the required fee unless the refusal to honor was the result of a bank error. Jonathan T. Ames, 33 IBLA 1 (1977); Pauline V. Trigg, 31 IBLA 296 (1977); Wikoa, Inc., 22 IBLA 6 (1975); Duncan Miller, 16 IBLA 379 (1974). No bank error is shown to be present in the case at bar.

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.

Frederick Fishman
Administrative Judge

We concur:

Edward W. Stuebing
Administrative Judge

Joseph W. Goss
Administrative Judge

