

CHARLES L. DUNLAP

IBLA 79-350

Decided May 30, 1980

Appeal from the New Mexico State Office, Bureau of Land Management, rejecting oil and gas lease offer NM 36347.

Affirmed.

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

Where on appeal from rejection of a first-drawn simultaneous oil and gas lease offer, it is alleged that (1) the offer signed by Katherine H. Dunlap was actually submitted on behalf of Charles L. Dunlap whose name appears on the front of the drawing entry card, (2) the front does not show the last name, first name, and middle initial of Katherine Dunlap as offeror, and (3) Charles Dunlap did not submit the information required under 43 CFR 3102.7, the offer will be deemed not fully executed and must be rejected under 43 CFR 3112.2-1(a).

APPEARANCES: Charles L. Dunlap, pro se.

OPINION BY ADMINISTRATIVE JUDGE GOSS

Charles L. Dunlap appeals from a decision dated March 26, 1979, by the New Mexico State Office, Bureau of Land Management (BLM), rejecting oil and gas lease offer NM 36347, signed only by Katherine H. Dunlap, which was drawn with first priority in the March 13, 1979, simultaneous oil and gas drawing. The name Charles L. Dunlap was the only name on the face of the card. The decision stated that no evidence was filed to indicate Katherine Dunlap had authority to act for Charles Dunlap.

Appellant asserts on appeal that he and his wife each executed a card for the same parcel, but in error each signed the other's card. He alleges that his wife has authority to act as his agent. However, no such statement accompanied the drawing entry card, nor was there submitted with the offer the required information as to appellant's qualifications as another party in interest. 43 CFR 3102.7.

[1] The offer herein was made only by Katherine Dunlap. That offer, which appears on the back of the entry card, does not purport to be signed on behalf of Charles Dunlap. The information as to appellant's qualifications, referred to on the back of the card and required under section 3102.7, was not furnished with or referred to in the offer. Strict compliance with the requirement of fully executing lease offers has been the policy of the Department. The rights of the second and third drawees, Roy G. Stouffer and Arkla Exploration Company, must be protected. See McKay v. Wahlenmaier, 226 F.2d 35 (D.C. Cir. 1955). For example, lease offers have properly been rejected for failure to sign or date a DEC, Darrell J. Sekin, 40 IBLA 156 (1979), and for incomplete address, Hartley L. Gordon, 32 IBLA 139 (1977). The offer herein must accordingly be rejected. Tom Milner, 45 IBLA 119 (1980).

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.

Joseph W. Goss
Administrative Judge

We concur:

Frederick Fishman
Administrative Judge

James L. Burski
Administrative Judge