

ALBERT W. TAYLOR

IBLA 80-413

Decided July 28, 1980

Appeal from decision of New Mexico State Office, Bureau of Land Management, rejecting oil and gas lease offer NM 38310.

Set aside and remanded.

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

When an offer to lease is filed by a person asserting he is the sole party in interest in the offer, and 2 months later an interest in the offer is created in another person, it is not proper to reject the offer on the ground that the showings required by 43 CFR 3102.7 were not filed within 15 days after the offer was first filed.

APPEARANCES: Albert W. Taylor, pro se.

OPINION BY ADMINISTRATIVE JUDGE HENRIQUES

Albert W. Taylor appeals from the January 30, 1980, decision of the New Mexico State Office, Bureau of Land Management (BLM), which rejected his drawing entry card (DEC) offer to lease, NM 38310, because appellant had not included therein information as to an additional party in interest nor submitted such information within 15 days after filing the lease offer.

The DEC of Taylor was drawn with first priority for Parcel NM 1159 in the August 1979 simultaneous leasing procedure in New Mexico. The DEC had been signed manually by Taylor and did not indicate any other party in interest in the offer. By decision of October 9, 1979, BLM required additional evidence from Taylor, relative to the manner in which his signature had been applied to the DEC, whether he had utilized any filing service in the preparation and

submission of the DEC, and whether he was the sole party in interest in the offer. ^{1/}

In response to the BLM decision, Taylor reasserted that he had signed the DEC himself, that he had used his own address, that he had no assistance in completing the DEC, that he had no agreement with any individual, association, or corporation from which he had received information, and that he was not then the sole party in interest, naming one John P. Hammond as another party in interest. BLM thereupon rejected the DEC of Taylor for failure to comply with the requirements of 43 CFR 3102.7 within the appointed time.

On appeal, Taylor asserts he had filed the DEC as sole party in interest, but after having been informed that he was a winner and while he was completing the form on which BLM sought additional evidence, he offered Hammond the opportunity to share in the lease, which Hammond then agreed to do. Hammond has subscribed to the truth of this arrangement.

Although the regulations require that any other party in interest in an oil and gas lease offer when first filed must submit the information required by 43 CFR 3102.7 not later than 15 days after the filing of the offer, there is no regulation which prohibits the creation of an interest in the offer after it has been filed, and especially after the drawing to determine priority of consideration of the offer. See 43 CFR 3100.0-5(b). Since the offer was dated August 21, 1979, and was considered officially filed at 10 a.m. on August 27, and the drawing was held on September 11, it was clearly impossible to file evidence of the additional interest within 15 days of the filing, when that interest was not created until October 31, 1979.

Accordingly, it is proper to accept the statements of Taylor and Hammond as to the time of the genesis of Hammond's interest in the offer, and the statement of Taylor that he was the sole party in interest in the DEC when it was first filed. Cf. John V. Steffens, 74 I.D. 46 (1967).

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the

^{1/} In William Miller, 36 IBLA 349 (1978); Elias C. Bacil, 34 IBLA 322 (1978); Kenneth Ross, 34 IBLA 61 (1978); and Robert C. Leary, 27 IBLA 296 (1976), the Board held that the requirements of 43 CFR 3102.6-1 are not triggered when a DEC is manually signed. However, it is within the discretionary authority of the BLM adjudicator to make additional inquiry in appropriate circumstances. See W. H. Gilmore, 41 IBLA 25, 31 (1979), and cases cited therein.

decision is remanded to BLM for issuance of a lease to Taylor, all else being regular.

Douglas E. Henriques
Administrative Judge

We concur.

Edward W. Stuebing
Administrative Judge

Joseph W. Goss
Administrative Judge

