

CLAYTON H. READ  
GERALD A. MYRES

IBLA 80-660

Decided August 18, 1980

Appeals from decision of Wyoming State Office, Bureau of Land Management, rejecting drawing entry card oil and gas lease offer W 70097.

Affirmed.

1. Regulations: Generally

All persons dealing with the Government are presumed to have knowledge of duly promulgated rules and regulations regardless of their actual knowledge of what is contained in such regulations.

2. Federal Employees and Officers: Authority to Bind Government.

Reliance upon erroneous or incomplete information provided by employees of the Bureau of Land Management cannot create any rights not authorized by law.

3. Estoppel

Estoppel will not lie where assertedly misleading advice is timely rebutted by regulations clarifying the advice given.

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

An oil and gas lease offer filed on a simultaneous filing drawing entry card must

be rejected if it contains the names of additional parties in interest, and there is a failure to file the statement of their interests as required by 43 CFR 3102.7.

APPEARANCES: Clayton H. Read and Gerald A. Myres, *pro sese*.

OPINION BY ADMINISTRATIVE JUDGE HENRIQUES

Clayton H. Read and Gerald A. Myres have separately appealed the May 5, 1980, decision of the Wyoming State Office, Bureau of Land Management (BLM), which rejected drawing entry card (DEC) W 70097 for parcel No. WY 2901 in the October 1979 simultaneous oil and gas leasing program. The DEC had been awarded first priority of consideration following a public drawing. It was subsequently rejected, however, because it indicated other parties in interest, but no statements of interest signed by all parties and the offeror had been submitted, as required by 43 CFR 3102.7. 1/

The DEC at issue lists Clayton H. Read as offeror on the face of the card. On the reverse, in boxes labelled "Signature of Applicant," are signatures of "C.H. Read" and "G.A. Myres." In the box labelled "Other Parties in Interest" are signatures of "Walter Brunner" and "H.W. Powell." Except for the signature of Read, each signature is juxtaposed with a Social Security number and a date. Appellants concede that no statement of interest was filed, but contend that they, for years, had struck out the legend "Other Parties

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1/ "§ 3102.7 Showing as to sole party in interest.

"A signed statement by the offeror that he is the sole party in interest in the offer and the lease, if issued; if not he shall set forth the names of the other interested parties. If there are other parties interested in the offer a separate statement must be signed by them and by the offeror, setting forth the nature and extent of the interest of each in the offer, the nature of the agreement between them if oral, and a copy of such agreement if written. All interested parties must furnish evidence of their qualifications to hold such lease interest. Such separate statement and written agreement, if any, must be filed not later than 15 days after the filing of the lease offer. Failure to file the statement and written agreement within the time allowed will result in the cancellation of any lease that may have been issued pursuant to the offer. Upon execution of the lease the first year's rental will be earned and deposited in the U.S. Treasury and will not be returnable even though the lease is canceled."

in Interest" on the DEC and had inserted the legend "Other Applicants." On advice of an unnamed BLM employee, they stopped this practice and included only the signature, Social Security number, and date of signing of the other "applicants." Photocopies of several DEC's submitted by Read in 1978, each showing "Other Applicants" in substitution for "Other Parties in Interest," have been submitted. Appellants suggest the doctrine of equitable estoppel as a basis for reversal of the decision appealed.

[1] At the outset, we state that all persons who deal with the Government are presumed to have knowledge of the relevant statutes and duly promulgated rules and regulations. 44 U.S.C. §§ 1507, 1510 (1976); Federal Crop Insurance Corp. v. Merrill, 332 U.S. 380 (1947); John F. Sherwood, 48 IBLA 180 (1980); Willene Minnier, 45 IBLA 1 (1980). Such regulations have the force and effect of law and are binding on the Department. Fred S. Ghelarducci, 41 IBLA 277 (1979).

[2] Reliance on erroneous information provided by Federal employees cannot create any rights not authorized by law. 43 CFR 1810.3; J. A. Masek, 40 IBLA 123 (1979); W. R. Collier, 39 IBLA 81 (1979); Island Creek Coal Co., 35 IBLA 247 (1978).

[3] Instructions on the DEC provide that the card must be fully completed, signed, and sent to the appropriate office of BLM. If other parties in interest are named, compliance with 43 CFR 3102.7 must be made. We see no ambiguity or lack of clarity in either the instructions on the DEC or in the regulation cited. Accordingly, this case does not present the prerequisites for application of the extraordinary remedy of estoppel. Estoppel will not lie where assertedly misleading advice is timely rebutted by existing regulations which negate the advice given. See Alice E. Deetz, 48 IBLA 59 (1980).

[4] The subject DEC lists only the name of Clayton H. Read as an applicant on the front of the card, but on the reverse there appear the signatures of C. H. Read and G. A. Myres in the boxes labelled for signature of applicant, and under the heading of "Other Parties in Interest," the signatures of Walter Brunner and H. W. Powell. As no information required by 43 CFR 3102.7 was submitted, BLM correctly rejected this DEC. The Board has many times held that compliance with the requirements of 43 CFR 3102.7 is mandatory. An offer not in compliance therewith must be rejected. Herbert Adler, 42 IBLA 228 (1979); Lyle W. Todd, 26 IBLA 246 (1976); Emily Sonnek, 21 IBLA 245 (1975); Ross I. Gallen, 15 IBLA 86 (1974); Melvyn Kegler, 13 IBLA 265 (1973). The very issues in this case, with the same appellants, were addressed in Clayton H. Read and Gerald A. Myres, 49 IBLA 200 (1980), with the majority of the panel considering that appeal reaching the same result we reach here.

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.

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Douglas E. Henriques  
Administrative Judge

We concur:

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Edward W. Stuebing  
Administrative Judge

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Joan B. Thompson  
Administrative Judge

