

IRVIN WALL

IBLA 82-1046

Decided November 19, 1982

Appeal from decision of the Oregon State Office, Bureau of Land Management, rejecting in part noncompetitive oil and gas lease offer OR 32718.

Affirmed.

1. Oil and Gas Leases: Applications: Description -- Oil and Gas Leases: Description of Land

Oil and gas lease offers for surveyed lands must describe the lands by legal subdivision, section, township, and range. Indication of the county where the described land lies is an added convenience found on the offer form, and erroneous indication of the county does not render a land description fatally defective.

2. Oil and Gas Leases: Applications: Generally -- Oil and Gas Leases: Applications: First -- Qualified Applicant
Because a noncompetitive oil and gas lease may be issued only to the first-qualified applicant, a junior offer is properly rejected to the extent that it includes land described in a senior offer and the junior offeror fails to provide valid reasons why the senior offer should be considered defective.

APPEARANCES: Irvin Wall, pro se.

OPINION BY ADMINISTRATIVE JUDGE STUEBING

Irvin Wall has appealed from the June 7, 1982, decision of the Oregon State Office, Bureau of Land Management (BLM), rejecting in part his over-the-counter noncompetitive oil and gas lease offer OR 32718 to the extent that it included land leased to Husky Oil Company (Husky) under oil and gas lease OR 24408. Husky had filed its offer on August 18, 1980; Wall filed his

offer on September 2, 1981. On April 21, 1982, a lease was issued to Husky, effective May 1, 1982.

[1] Wall correctly alleges that Husky's offer erroneously indicated that the land at issue was in Wasco County. The land is actually in Sherman County. The issue in this appeal is whether improper identification of the county disqualifies the senior offer. Departmental regulation 43 CFR 3101.1-4(a) requires that oil and gas lease offers for surveyed lands must describe the lands by legal subdivision, section, township, and range. However, we have stated that indication of the county where the described land lies is an added convenience found on the offer form. See Irvin Wall, 67 IBLA 301, 302 (1982). n1 an erroneous indication of the county does not render the land description fatally defective.

[2] Accordingly, we find that the land at issue was properly leased to Husky and that Wall's junior offer was properly rejected to the extent that it overlapped Husky's. Because a noncompetitive oil and gas lease may be issued only to the first-qualified applicant, 30 U.S.C. § 226(c) (1976), a junior offer is properly rejected to the extent that it includes land described in a senior offer and the junior offeror fails to provide valid reasons why the senior offer should be considered defective. See Irvin Wall, 68 IBLA 243 (1982). Wall has raised no reason why Husky's offer should have been rejected.

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.

Edward W. Stuebing
Administrative Judge

We concur:

Will A. Irwin
Administrative Judge

James L. Burski
Administrative Judge

1/ As we noted in another case, Irvin Wall, 68 IBLA 276 (1982), Wall has similarly mis-stated the county in at least one of his own applications. In another case, Irvin Wall, 68 IBLA 243 (1982), he appealed the rejection of his lease offer on his contention that the senior offeror had mistakenly indicated that the land was in Jefferson County, Oregon, when it should have stated Wasco County. Wall was wrong. The land actually was in Jefferson County.

