

Appeal from a decision of the Utah State Office, Bureau of Land Management, dismissing protest against issuance of oil and gas leases. U-47544, U-47547, U-47549 through U-47552, and U-48258 through U-48265.

Affirmed.

1. Oil and Gas Leases: Applications: Generally -- Oil and Gas Leases: First Qualified Applicant

Where a listing of corporate officers is required by regulation as part of the corporate qualifications file maintained by the offeror for an over-the-counter oil and gas lease, the list is deemed complete in the absence of any mention of a corporate treasurer or secretary if these offices are held by other corporate officers serving in a dual capacity and the identity of these corporate officers is disclosed by the list.

2. Oil and Gas Leases: Applications: Generally

References to the serial number identifying the corporate qualifications file of a corporate offeror for an oil and gas lease constitutes certification that the qualifications statement complies with 43 CFR 3102.2-1(b) (1980).

3. Oil and Gas Leases: Applications: Generally

An over-the-counter offer to lease oil and gas is not subject to rejection by the fact that the signatures of three offerors appear on the face of the offer accompanied by only a single entry showing the date of execution of the offer.

APPEARANCES: James A. McIntosh, Esq., Salt Lake City, for appellant; Hugh C. Garner, Esq., and Rosemary J. Beless, Esq., Salt Lake City, for Zephyr Corporation; and Van L. Butler, Esq., and Thomas G. Kimble, Esq., Salt Lake City, for Hingeline-Overthrust Oil & Gas, Inc.

OPINION BY ADMINISTRATIVE JUDGE LEWIS

Paul N. Temple appeals from a decision of the Utah State Office, Bureau of Land Management (BLM), dated August 5, 1981, dismissing his protest against the issuance of oil and gas leases to Rocky Mountain Exploration Company (Rocky Mountain), Zephyr Corporation (Zephyr), and Hingeline-Overthrust Oil & Gas, Inc. (Hingeline).

The leases involved herein were issued by BLM in response to the following over-the-counter offers filed by the lessees on October 29, 1980: U-47544, U-47547, U-47549 through U-47552. 1/ On February 18, 1981, prior to issuance of these leases, appellant filed offers U-48258 through U-48265 for the same lands. BLM issued the aforementioned leases on June 19, 1981, effective July 1, 1981, with one exception. 2/ Appellant protested the issuance of these leases by letter filed July 7, 1981. BLM dismissed this protest on August 5, 1981, and this appeal followed.

Appellant presents a number of arguments on appeal attacking the corporate qualifications of each of the lessees. With respect to Rocky Mountain, appellant renews the arguments voiced in his prior appeals, IBLA 81-789 and 81-904, and discussed in Paul N. Temple, 69 IBLA 54 (1982). Appellant contends that Zephyr is not a first-qualified applicant because a complete list of its corporate officers was not on file with BLM at the time of its offers, nor at any time prior to appellant's offers. 43 CFR 3102.2-5. Appellant contends also that Zephyr's corporate qualifications statement and those statements of its stockholders owning or controlling more than 10 percent of the stock lack certification, contrary to 43 CFR 3102.2-1(b). The offers of Hingeline are alleged to be defective because these offers were not signed by properly authorized officers nor properly dated.

Each of the arguments set forth above, with the exception of the last, was addressed in the recently issued Temple decision, supra. Although that decision involved only Rocky Mountain as a conflicting offeror, the present facts do not call for any alteration of the legal principles set forth there.

1/ By order of Dec. 8, 1982, this Board vacated BLM's decision of Aug. 5, 1981, with respect to two additional offers, U-47543 and U-47545. No lease issued in response to these offers. Our action was prompted by a letter filed Nov. 10, 1982, by Rocky Mountain, Zephyr, and Hingeline withdrawing these offers.

2/ Lease U-47552 was issued by BLM on July 10, 1981, effective Aug. 1, 1981.

A brief summary of these principles and their application to the present facts provide ample support of our affirmance of BLM's decision of August 5, 1981.

[1] In Temple, supra, we held that 43 CFR 3102.2-5, calling for a complete list of corporate officers as part of an offeror's qualifications statement, was satisfied by a list of the names of all such officers, even though certain corporate offices were not shown in such listing. This holding was occasioned by Rocky Mountain's failure to disclose who its corporate treasurer was, although the name of this individual had been disclosed and correctly identified as the corporate president in the corporate qualifications statement. In that case the corporate president also occupied the office of treasurer.

In the instant case, at the time of the filing of Zephyr's offers, Beverley Lasrich was both president and treasurer; Lane Lasrich was both vice-president and secretary. The corporate qualifications file, however, showed Beverley Lasrich as president and Lane Lasrich as vice-president, but contained no reference to the offices of secretary or treasurer. In accordance with our decision in Temple, supra, no defect is disclosed by these facts sufficient to compel cancellation of Zephyr's leases.

[2] Regulation 43 CFR 3102.2-1(c) answers appellant's contention that Zephyr's corporate qualifications statements and those statements of its stockholders owning or controlling more than 10 percent of the stock lack certification for want of a date. That regulation provides that an offeror's reference to the serial number assigned to its corporate qualifications file by BLM shall constitute certification that the statements therein comply with subsection 3102.2-1(b). Appellant contends that this subsection requires certification. Inspection of Zephyr's offers shows that it referred to its corporate qualifications file U-38700 on each offer. Any certification requirements of subsection 3102.2-1(b) were met by Zephyr's reference to this file, containing the aforementioned undated documents.

Hingeline's offers are alleged to be defective because only one officer, its president, signed Hingeline's offers. Appellant refers to a resolution in Hingeline's corporate qualifications file, adopted by the Board of Directors, authorizing "the President and the Secretary or Assistant Secretary" to submit bids or applications for oil and gas leases to the Department. Appellant contends that more than one signature is required on Hingeline's offers by this resolution. A similar corporate resolution was before this Board in Temple, supra, and appellant's similar argument was rejected. Therein at pages 56-57, we held that the resolution's grant of authority to multiple officers to file oil and gas lease offers did not imply that more than one officer was required to sign the offer. As in Temple, Hingeline's qualifications file also contained a statement supporting this interpretation: "The Corporation is authorized to hold oil and gas leases and each of the following (acting alone) is authorized to act on behalf of the Corporation with respect to leases granted by the United States." (Emphasis supplied.) There followed a list of the names of Hingeline's four officers, including among them, that of its president. For the reasons discussed more fully in Temple, appellant's argument must be rejected.

[3] Lastly, appellant contends that the offers of Rocky Mountain, Zephyr, and Hingeline are defective because only one date appears on each offer in the space provided for the date of execution of the offer. Appellant contends that inasmuch as three signatures appear on each offer, three dates should be entered. In support of this argument, appellant relies upon Thomas R. Flickinger, 40 IBLA 53 (1979), in which this Board held that a drawing entry card, submitted in a simultaneous oil and gas drawing and signed by multiple offerors, is properly rejected if even a single offeror fails to enter the date on the drawing entry card. We need not pass on whether Flickinger, involving a drawing entry card, is persuasive authority in the instant case involving an over-the-counter offer. By decision of October 13, 1982, the United States Court of Appeals for the Tenth Circuit affirmed a district court decision reversing Flickinger. Ahrens v. Andrus, 690 F.2d 805 (10th Cir. 1982). Thus, it appears that any support appellant had for its position has dissolved. We find no error in the fact that three signatures appear on the instant offers and only one date in conjunction therewith.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision of the State Office is affirmed.

Anne Poindexter Lewis
Administrative Judge

We concur:

Edward W. Stuebing
Administrative Judge

C. Randall Grant, Jr.
Administrative Judge