

Appeal from a decision of the Alaska State Office, Bureau of Land Management, rejecting oil and gas lease offer AA-68274.

Reversed.

1. Oil and Gas Leases: Applications: Attorneys-in-Fact or Agents -- Oil and Gas Leases: Offers to Lease

An oil and gas lease offer signed by an attorney-in-fact for lease applicants was not subject to rejection for failure to disclose the relationship between them contrary to 43 CFR 3102.4.

APPEARANCES: William J. Manville, Jr., St. Petersburg, Florida, pro se.

OPINION BY ADMINISTRATIVE JUDGE ARNESS

William J. Manville, Jr., has appealed from a June 27, 1989, decision of the Alaska State Office, Bureau of Land Management, rejecting Alaska oil and gas lease offer lease AA-68274 for land in secs. 6, 7, 18, 19, and 30, T. 3 S., R. 23 W., Kateel River Meridian, Alaska. Action on his 1985 lease offer was delayed by litigation filed by the National Wildlife Federation.

Manville was one of a group of five applicants who made lease offer AA-68274. BLM rejected the offer for the reason that it failed to comply with 43 CFR 3102.4 (1987), the applicable Departmental regulation. That rule provided that "[d]ocuments signed by anyone other than the present or potential lessee shall be rendered in a manner to reveal the name of the present or potential lessee, the name of the signatory and their relationship." Quoting the exact provision of 43 CFR 3102.4 (1987) as is set out above, BLM rejected the lease offer because it was signed by a person other than the five applicants and the relationship between them was not revealed.

[1] Unlike the situation described in cases such as Elaine Wolf, 113 IBLA 364, 365 (1990), aff'd, Wolf v. Lujan, No. 90-CV-0155-B (D. Wyo. Feb. 7, 1991), however, the relationship between "M.F. Babcock" the signer of the lease offer, who signed "for" all five applicants as their "attorney-in-fact" was stated on the face of the offer to lease: it was apparent that he signed as the attorney-in-fact for all the individuals comprising the group. Additionally, powers of attorney were provided for each lessee.

We therefore conclude that the record establishes as a fact that there was no failure to disclose the relationship of the parties contrary to 43 CFR 3102.4 in this case.

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 reversed.

Franklin D. Arness

Administrative Judge

I concur:

\_\_\_\_\_  
David L. Hughes  
Administrative Judge

