

Editor's note: 78 I.D. 397

MARY I. ARATA

IBLA 70-62

Decided December 30, 1971

Words and Phrases

The term "signed and fully executed" as used in 43 CFR 3112.2-1(a) (1971) does not interdict the use of a rubber stamp to affix a signature to a drawing entry card, provided that it is the applicant's intention that the stamp be his signature.

Oil and Gas Leases: Applications: Generally --Regulations: Applicability -- Regulations: Interpretation

Regulations should be so clear that there is no basis for an oil and gas lease applicant's noncompliance with them before they are interpreted so as to deprive him of a statutory preference right to a lease.

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IBLA 70-62 : U 7364

MARY I. ARATA

: Public land non-competitive
: oil and gas lease offer
: rejected

: Reversed and remanded

DECISION

Mrs. Mary I. Arata has appealed to the Secretary of the Interior from a decision by the Chief, Branch of Mineral Appeals, Bureau of Land Management, 1/ dated May 22, 1969, which affirmed a Utah land office decision of January 13, 1969. Appellant's drawing entry card (No. 118-3132) was drawn December 27, 1968, for Parcel No. U 83. Her offer was rejected because her signature on the drawing card was affixed by a rubber stamp.

The regulation, 43 CFR 3123.9(c) (1969), now 43 CFR 3112.2-1(a) (1971), requires the following:

Offers to lease . . . must be submitted on a form approved by the Director, 'Simultaneous Oil and Gas Entry Card' signed and fully executed 2/ by the applicant or his duly authorized agent in his behalf. . . .

The Bureau decision interpreted this regulation as having the same meaning as 43 CFR 3123.1(d) (1969), now 43 CFR 3111.1-1(a) (1971), which requires that "each offer must be . . . signed in ink by the offeror . . ." (emphasis supplied). The Bureau decision cites no legal authority to support its conclusion.

The Bureau decision also questioned the appellant's statement that she personally stamped the card and that the stamp had never left her

1/ This decision henceforth will be referred to as the Bureau decision.

2/ The term "executed" in the context of the regulation does not affect the consideration of this case. See 80 C.J.S. Signatures § 1.

possession, since the drawing card originally had a different name (that of Mrs. Arata's husband) stamped on one portion of the card.

Appellant's veracity is not at issue in this matter. Even if it were, she has filed affidavits stating that she stamped the card with the intention of it being her signature, and there is nothing in the record to refute her affidavit. The sole question is the interpretation of "signed and fully executed" as provided in 43 CFR 3112.2-1(a) (1971).

In considering whether regulations should be interpreted to the detriment of persons who would have a statutory preference to a lease, the test to be applied is whether the regulations are so clear that there is no basis for the appellant's noncompliance. If there is doubt as to their meaning and intent such doubt should be resolved favorably to the applicants. A. M. Shaffer et al., Betty B. Shaffer, 73 I.D. 293 (1966); Madge V. Rodda, Lockheed Propulsion Co., 70 I.D. 481 (1963); William S. Kilroy et al., 70 I.D. 520 (1963); Jack V. Walker et al., A-29402, etc. (July 22, 1963).

There is an abundance of legal authority discussing and interpreting the terms "sign" and "signatures." Many state and federal cases hold that the terms include any memorandum, mark, or sign, written or placed on any instrument or writing with intent to execute or authenticate such instrument. It may be written by hand, printed, stamped, typewritten, or engraved. It is immaterial with what kind of instrument a signature is made. Joseph Denunzio Fruit Co. v. Crane, 79 F. Supp. 117 (S.D. Cal. 1948), vacated on other grounds, 89 F. Supp. 962 (S.D. Cal. 1950), rev'd, 188 F.2d 569 (9th Cir. 1959), cert. denied, 342 U.S. 820 (1951) (contract); Plemens v. Diddle-Glaser, Inc., 244 Md. 556, 224 A.2d 464 (1966) (Uniform Commercial Code); Blackburn v. City of Paducah, 441 S.W.2d 395 (Ky. 1969) (resignation of city official); Weiner v. Mullaney, 59 Cal. App. 2d 620, 140 P.2d 704 (1943) (trust); Bishop v. Norell, 88 Ariz. 148, 353 P.2d 1022 (1960) (Statute of Frauds). The law is well settled that a printed name upon an instrument with the intention that it should be the signature of the person is valid and has the same effect as though the name were written in the person's own handwriting. Roberts v. Johnson, 212 F.2d 672 (10th Cir. 1954).

Thus, it appears that a rubber stamp has been an acceptable form of signature and the words "signed and fully executed" would not be dissonant with an applicant's belief that a rubber stamp would be acceptable, provided it was the applicant's intention that the

stamp be his signature. This conclusion is further fortified by the Department's own rules of construction which provide that "signature" and "subscription" include a mark when the person making the same intended it as such. 43 CFR 1810.1(g) (1971).

It perhaps would be better policy to require that the signature on the drawing card be "handwritten in ink" by the offeror. However, the regulations do not so state, and we cannot add those words by implication. If the Department had intended for the card to be so signed, it should have clearly stated. ^{3/} As was stated in A. M. Shaffer et al., Betty B. Shaffer, supra, at 301, "If it is felt that the practice followed by the appellants is objectionable, the regulations should be amended to make the offerors' obligations clear." Therefore, because of the ambiguity of the regulations, an interpretation favorable to the applicant is required.

In view of the disposition of this case, the appellant's request for a hearing would serve no useful purpose and is therefore denied.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior (211 DM 13.5; 35 F.R. 12081), the decision of the Bureau of Land Management is reversed and the case is remanded for further proceedings consistent herewith.

Frederick Fishman, Member

We concur:

Edward W. Stuebing, Member

Newton Frishberg, Chairman

^{3/} To make the requirement even more explicit, the regulation, in addition to spelling out that the signature be handwritten, could have provided that signatures which were printed, stamped, typewritten, engraved, photographed, or cut from one instrument and attached to another, would not be acceptable. See 80 C.J.S. Signatures § 7.

