

NADINE H. SANFORD

IBLA 77-143

Decided July 5, 1977

Appeal from decision of the Wyoming State Office, Bureau of Land Management, dismissing protest against pending oil and gas lease offer W-57992 of Henry H. Greer, et al.

Set aside and remanded.

1. Oil and Gas Leases: Applications: Generally

Persons filing a joint oil and gas lease offer may properly use the address of a leasing service on their entry card.

2. Oil and Gas Leases: Applications: Generally

Since the question of whether offerors for oil and gas leases have addresses other than that indicated on their entry card is irrelevant to the validity of their offer where the address of a leasing service is used on the entry card, the BLM need not attempt to discover whether offerors in fact have addresses other than that shown on their entry card.

3. Oil and Gas Leases: Applications: Generally

Where the use of a facsimile signature on an oil and gas lease offer, considered in conjunction with other circumstances, raises questions concerning offeror's compliance with 43 CFR 3102.6-1(a)(2), it is appropriate to remand the case to the proper BLM office for resolution.

APPEARANCES: Nadine H. Sanford, El Monte, California, pro se; James W. McDade, Esq., Washington, D.C., for appellees.

OPINION BY ADMINISTRATIVE JUDGE STUEBING

In a drawing of simultaneous oil and gas lease offers conducted by the Wyoming State Office, Bureau of Land Management (BLM), the offer of Henry W. Greer, Pamela W. Kay, Gregory H. Montgomery, and J. Franklin Sands (the offerors), was drawn first for parcel WY 32. On January 17, 1977, Nadine H. Sanford (appellant) filed a Notice of Protest of the results of this drawing and against issuing the lease to the offeror. In a decision dated January 26, 1977, the State Office dismissed appellant's protest because it did not contain proof of the allegations made therein. On February 7, 1977, appellant filed her appeal of this dismissal.

[1, 2] Appellant now alleges that the offerors' lease offer should have been rejected by the BLM for several reasons. First, she states that the offerors used an address on their entry card other than their "true" addresses, and that she therefore questions their actual existence. She alleges in her statement of reasons that the address used by the offerors (100 South Wacker Drive, Room 202, Chicago, Illinois 60606) was that of the Stewart Capital Corporation (Stewart), and, in fact, documents submitted by appellant in support of her appeal do indicate that this address is Stewart's. Appellant has filed a return receipt for a copy of a pleading served on Pamela W. Kay, one of the offerors, indicating that she lives in Boston, Massachusetts, rather than at the address indicated on the entry card. Appellant also challenges the BLM's failure to attempt to try to find the "true" addresses of the offerors.

We have recently held that the use on an entry card of the address of a leasing service, such as Stewart, by offerors for oil and gas leases is proper. D. E. Pack, 30 IBLA 166, 84 I.D. 192 (1977), citing John V. Steffens, 74 I.D. 46 (1967). Thus, the question of whether the offerors had "true" addresses different than that indicated on their entry card is irrelevant to the validity of their offer, and the BLM was under no obligation to attempt to discover whether the offerors in fact had these other "true" addresses. We conclude that it was proper for the offerors to use Stewart's address on their entry card, and that the BLM did not err by not canceling this offer because of their so doing.

[3] While the initial protest was limited to the address issue alone, and thus merited dismissal, appellant now also alleges generally that the offer was illegally filed by the offerors in collusion with Stewart, that the offerors are not the sole parties in interest

in this offer, 1/ and that the entry card was illegally "imprinted by rubber stamp with a subterfuge signature by [their] agent, without attestation by the agent as to [its] authority to sign said card."

The distinction between this case and D. E. Pack, supra, lies in the fact that in the Pack case the Bureau inquired of the offeror to ascertain the circumstances under which the facsimile was applied to the drawing entry card. In reply, the offeror submitted an affidavit clearly declaring that his card was signed by Stewart Capital Corporation, which also prepared the rest of the application, all with the offeror's permission, as a paid service. Other material led this Board to conclude that Stewart Capital was acting as the offeror's agent in so doing, and that the offer was not perfected because of the failure to submit the separate statements required by 43 CFR 3102.6-1(a)(2) under the circumstances revealed by the record in that case. By contrast, in the instant case the Bureau did not initiate any inquiry into the circumstances under which the facsimile signatures were placed on the drawing entry card, and the record is void of any showing as to who signed the card and, if it was signed by someone other than the offerors, the nature of their relationship and authority to so act for the offerors. In short, the record in this case, unlike that in Pack, supra, affords no basis for a finding by this Board as a matter of fact that the facsimile signatures were applied by an agent. Lacking the ability to so find, we cannot hold that there has been a similar violation of 43 CFR 3102.6-1(a)(2) in this case.

Nor can we hold that there was any error on the part of the Bureau in not making in this instance the same sort of inquiry as was made in Pack. We have repeatedly held that the Bureau need not presume that a facsimile signature was applied by the person whose signature it represents, and that the Bureau may make appropriate inquiry to develop further information. Arthur S. Watkins, 28 IBLA 79 (1976); Evelyn Chambers, 27 IBLA 317 (1976); Robert C. Leary, 27 IBLA 296 (1976). Where BLM is satisfied as to compliance we have never held that Bureau personnel have an obligation to further investigate in every instance where a facsimile signature is employed on an offer which is not accompanied by the explanatory separate statements.

However, in William J. Sparks, 27 IBLA 333, 337; 83 I.D. 538 (1976), we said:

1/ Appellant has filed a copy of a brochure prepared by Stewart entitled "Federal Oil Land Acquisition Program." There is nothing in this brochure to suggest that any agreement exists between the offerors and Stewart with regard to an undisclosed interest in the lease offer.

[I]t is within the province of a BLM State Office to inquire into the circumstances surrounding the preparation and filing of a drawing entry card which has a signature affixed by means of a rubber stamp or other mechanical device. Indeed, the State Office must inquire if it is not completely satisfied that there has been compliance with all applicable regulations. At a minimum, BLM should inquire to ascertain who affixed the facsimile signature and why the facsimile signature was used. Further, BLM may inquire to learn who determined what land to file for.

Because the circumstances of this case so closely parallel those in Pack, supra, we deem it appropriate to remand the case to the Wyoming State Office to initiate an inquiry into the execution of the drawing entry card and a determination whether there was a failure to submit the separate statements required by 43 CFR 3102.6-1(a)(2) when an offer is signed by an attorney in fact or agent.

Accordingly, 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 set aside and the case is remanded.

Edward W. Stuebing
Administrative Judge

We concur:

Anne Poindexter Lewis
Administrative Judge

Joseph W. Goss
Administrative Judge