

ADOBE OIL AND GAS CORP.

IBLA 78-129

Decided February 10, 1978

Appeal from decision of the Wyoming State Office, Bureau of Land Management (BLM) rejecting simultaneously filed oil and gas lease offer W-61597.

Affirmed.

1. Oil and Gas Leases: Applications: Generally--Oil and Gas Leases: Applications: Drawings

A simultaneous oil and gas lease offer is properly rejected where the drawing entry card is not signed by the offeror.

APPEARANCES: Robert C. Bledsoe, Esq., Cotton, Bledsoe, Tighe, Morrow, and Dawson, Midland, Texas, for appellant.

OPINION BY ADMINISTRATIVE JUDGE HENRIQUES

Adobe Oil and Gas Corp. appeals from a decision of the Wyoming State Office, Bureau of Land Management (BLM) dated November 29, 1977, rejecting simultaneously filed oil and gas lease offer W-61597. Appellant's lease offer, which was drawn with first priority in a BLM drawing of October 25, 1977, was rejected for the reason that the drawing entry card (DEC) was not signed by the offeror as required by 43 CFR 3112.2-1(a). On appeal, Adobe Oil and Gas concedes that the DEC was not signed by any duly authorized agent of the company, but argues that this omission is a matter of "form" rather than "substance," and reasons that the BLM rejection should be overruled by an exercise of the equity powers reserved to the Secretary of the Interior. Adobe points out that the check which accompanied the DEC was signed by an authorized corporate officer and reasons that this signature should suffice to validate the incomplete DEC. We disagree.

[1] Regulation 43 CFR 3112.2-1(a) states that a DEC shall be "signed and fully executed by the applicant or by his duly authorized agent in his behalf." It is a well settled matter that failure to sign the DEC compels rejection of the lease offer. Anchors and Holes, Inc., 33 IBLA 339 (1977); Melvin C. Hudson, 28 IBLA 359 (1977), Frank DeJong, 27 IBLA 313 (1976), Herbert W. Schallmeyer, 25 IBLA 393 (1976). As this Board stated in Thomas Buckman, 23 IBLA 21, 22 (1975), "the signing of the card is the certification of all other statements made on the card." Appellant is mistaken, moreover, in its contention that the signing of the DEC is a matter of "form" and not "substance." As the court held in Superior Oil Company et al. v. Udall, 409 F.2d 1115, 1116 (1969), the signing of bids, when such is required by mandatory regulations, is a matter of substance and cannot be waived nor supplied after the time for receipt of the bids. Cf., American Standard Inc. v. Laird, 326 F. Supp. 492 (1971). Adobe's drawing entry card lease offer was thus properly rejected.

With respect to appellant's request for the exercise of equitable powers, such authority may not be exercised by the Secretary when the rights of third parties have intervened (i.e., the second and third drawees), even assuming that its exercise in oil and gas matters is appropriate. See McKay v. Wahlenmaier, 226 F.2d 35 (D.C. Cir. 1955).

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 affirmed.

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Douglas E. Henriques  
Administrative Judge

We concur.

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Edward W. Stuebing  
Administrative Judge

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Frederick Fishman  
Administrative Judge

