

FEDERAL RESOURCES CORP.

IBLA 79-403

Decided May 30, 1980

Appeal from a decision of the Wyoming State Office, Bureau of Land Management, rejecting oil and gas lease offer for W 67461.

Reversed.

1. Oil and Gas Leases: Applications: Attorneys-in-Fact or Agents --  
Oil and Gas Leases: Applications: Drawings

Where on an oil and gas lease drawing entry card the offerors' signatures were stamped by the offerors themselves, no agency statements are required under 43 CFR 3102.6-1(a)(2).

APPEARANCES: William P. Franzese, Esq., Boston, Massachusetts, for appellant.

OPINION BY ADMINISTRATIVE JUDGE GOSS

Federal Resources Corporation appeals from a decision dated April 20, 1979, by the Wyoming State Office, Bureau of Land Management (BLM), rejecting an oil and gas lease offer filed by Richard L. Gibbs and William Cox for parcel WY 2858. The card was drawn with first priority in the February 1979 simultaneous oil and gas drawing. The offer was rejected for lack of compliance with 43 CFR 3102.6-1.

In response to BLM inquiry, Gibbs and Cox submitted affidavits stating that they affixed facsimile signatures to the card, but they did not select the parcel on which the offer was made. 1/ A copy of the agreement between appellant and Gibbs and Cox was attached.

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1/ In the statement of reasons, appellant's counsel represents that appellant's role as to selection was advisory only; final selection was made by Gibbs and Cox. The appeal is decided on the basis of the Gibbs and Cox affidavits, supra. The same result would obtain regardless of whether appellant made the final selection. See Cecil K. Woodlock, 38 IBLA 186 (1978).

The affidavits indicated the Federal Resources Corporation made the selection.

[1] Section 3102.6-1(a)(2) provides in part:

(2) If the offer is signed by an attorney in fact or agent, it shall be accompanied by separate statements over the signatures of the attorney-in-fact or agent and the offeror stating whether or not there is any agreement or understanding between them or with any other person, either oral or written, by which the attorney in fact or agent or such other person has received or is to receive any interest in the lease when issued, including royalty interest or interest in any operating agreement under the lease, giving full details of the agreement or understanding if it is a verbal one. [Emphasis added.]

The regulation does not apply in this case. The cases cited by BLM and the regulation all refer to the situation where the agent has signed for the offeror either "manually or mechanically." Here offerors have filed affidavits that they affixed their own signatures by means of a stamp.

The Board considered a similar situation in Mary I. Arata, 4 IBLA 201 (1971). Therein the Board stated at 203:

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.

\* \* \* \* \*

There is an abundance of legal authority discussing and interpreting the terms "sign" and "signature." 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. \* \* \* 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 \* \* \*.

Assuming that Gibbs and Cox thus "signed" the card, the ruling in Adam F. Zbilski, 34 IBLA 4 (1978) applies. Therein, the Board held at 5-6:

The critical fact in this matter is not in dispute: appellant himself signed the drawing entry card. Under 43 CFR 3102.6-1, no agency statement is required unless the offer is signed or a facsimile of the offeror's signature is affixed by an agent on the offeror's behalf. The requirements of this section are triggered only where an attorney in fact or agent imprints the offeror's signature. Virginia A. Rapozo, 33 IBLA 344 (1978); Evelyn Chambers, 31 IBLA 381, 384 (1977). Since the offeror personally signed the offer, the requirements of this section do not apply \* \* \*.

\* \* \* Appellant admitted in his statement that he signed the card before American Standard formulated the offer on his behalf. However, appellant's signing the card before the parcel number is inserted on the card does not require the submission of the separate statements referred to in 43 CFR 3102.6-1, Virginia A. Rapozo, *supra*; Evelyn Chambers, *supra*. Accordingly, appellant's offer may not be rejected for this reason. [Footnotes omitted.]

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.

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Joseph W. Goss  
Administrative Judge

I concur:

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James L. Burski, Administrative Judge

I concur in the result:

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Douglas E. Henriques  
Administrative Judge