
OPINION BY ADMINISTRATIVE JUDGE HARRIS

Charles Goodrich appeals from a decision of the Utah State Office, Bureau of Land Management (BLM), dated April 7, 1981, rejecting his simultaneous oil and gas lease application, U-46705, for parcel UT 123, which was drawn with first priority in the July 1980 simultaneous oil and gas lease drawing. BLM rejected the application for the following reason:

43 CFR 3112.2-1(b) states that the application shall be holographically (manually) signed in ink by the applicant or holographically (manually) signed in ink by anyone authorized to sign on behalf of the applicant. In this case, both the applicant's name and the name of the agent appear in the space provided for signature, but no individual has actually signed the application.
The signature blanks on appellant's application form were completed as follows:

Applicant's Signature (manually, in ink)

Charles Goodrich

Agent's Signature (manually, in ink)

NCC/Federal Resources Corp.

The applicant's name, the letters NCC, and the agent's name were all printed in ink.

The regulation relied upon by BLM, 43 CFR 3112.2-1(b), states as follows:

The application shall be holographically (manually) signed in ink by the applicant or holographically (manually) signed in ink by anyone authorized to sign on behalf of the applicant. Applications signed by anyone other than the applicant shall be rendered in a manner to reveal the name of the applicant, the name of the signatory and their relationship. (Example: Smith, agent for Jones; or Jones, principal, by Smith, agent.) Machine or rubber stamp signatures shall not be used.

The question presented is whether appellant's application was "signed" within the meaning of 43 CFR 3112.2-1(b). We hold that it was not.

In his statement of reasons, appellant asserts that Federal Resources Corporation (FRC) was his lawful agent for the purpose of processing oil and gas lease application U-46705 and that FRC was authorized to sign the application on his behalf. He explains that Nancy C. Ciampa was FRC's employee who was responsible for completing and filing his card and her initials "NCC" appear on the card next to "Federal Resources Corp." Appellant argues that the initials are sufficient and that a complete signature is not necessary. He states that as used in the Uniform Commercial Code, the word "signed" generally includes any symbol executed or adopted by a party with the present intent to authenticate a writing. U.C.C. § 1-201(39). He contends that Ms. Ciampa intended the writing of her initials to be a "signing" of the application as an employee for his agent.

In R. C. Bailey, 7 IBLA 266, 268 (1972), aff'd, Burglin v. Morton, 527 F.2d 486 (9th Cir. 1976), we concluded that an oil and gas lease offeror is, generally speaking, entitled to sign an instrument in any manner as long as it is done "for the purpose of authenticating it with the intent that he shall be bound thereby." However, we noted that in the context of Federal oil and gas leasing, "[t]he Bureau must know who is applying for or asserting an interest in federal oil and gas leases."

60 IBLA 26
in order to determine individual qualifications, to post records and to assure that the limitations on acreage are observed." Id. Accordingly, we stated that the identity of an offeror must be provided in a "meaningful way." Id. In Bailey, we held that an undecipherable scrawl, not otherwise identified, did not fall into such a category, and rendered the offer deficient.

In the case of simultaneous oil and gas lease applications the applicable regulation, 43 CFR 3112.2-1(b), as noted above, specifically requires that applications, signed by anyone other than the applicant, be "rendered in a manner to reveal * * * the name of the signatory." (Emphasis added.)

In Vincent M. D'Amico, 55 IBLA 116, 122 (1981), appeal filed D'Amico v. Watt, No. 81-2050 (D.D.C. filed Aug. 31, 1981), we concluded that the term "signatory" in 43 CFR 3112.2-1(b) referred to "the person signing on behalf of a corporate agent." (Emphasis in original.) We stated:

If a person chooses to use a corporate filing service to act as his agent in preparing and filing an application for an oil and gas lease, that corporate agent must use the signature box marked "Agent's Signature" on form 3112-1 (June 1980). It is not enough, however, that the corporate name be handwritten in this box. There must also appear the holographic signature of the person authorized to sign on behalf of the corporate filing service. Ordinarily, such a corporate signature might take the form "John Brown, Vice President, Acme, Inc." See Anchors and Holes, Inc., 33 IBLA 339 (1978). The additional requirements of 43 CFR 3112.2-1, requiring an application to be rendered in a manner to reveal the name of the applicant, the name of the signatory, and their relationship, suggest the following as an appropriate signature of a corporate filing service on behalf of Robert Jones, applicant: "John Brown, Vice President, Acme, Inc., agent for Robert Jones." [Emphasis in original.]

Vincent M. D'Amico, supra at 123.

In D'Amico, we held that the handwritten words "FEC agent for D'Amico," appearing in the box labeled "Agent's Signature," on the application form were not acceptable, and rendered the application deficient.

In the present case, appellant's simultaneous oil and gas lease application provides more information as to the name of the signatory than either the undecipherable scrawl in Bailey or the handwritten words in D'Amico; however, it is not enough. A first, "cold" examination of the card does not even reveal with certainty that the printed letters "NCC" are intended to be the initials of a person. They could stand
for anything. The initials "NCC" do not reveal the name of the signatory, as required by 43 CFR 3112.2-1(b). An endless number of names could be connected with such initials. Appellant has simply not complied with the regulation. 1/

The Department is authorized to accept only the application of the first qualified applicant for a noncompetitive oil and gas lease, 30 U.S.C. § 226(c) (1976), i.e., one who has fully complied with the mandatory requirements of Departmental regulations. Sorensen v. Andrus, 456 F. Supp. 499 (D. Wyo. 1978); Simon A. Rife, 56 IBLA 378 (1981), and cases cited therein. Appellant's application failed to reveal the name of the person signing on behalf of his corporate agent (FRC) in compliance with 43 CFR 3112.2-1(b). Accordingly, appellant cannot be deemed the first-qualified applicant, and his application is properly rejected. See Simon A. Rife, supra, and cases cited therein.

Moreover, the deficiency in appellant's application cannot be "cured" by the submission of further information. Ballard E. Spencer Trust, Inc., 18 IBLA 25 (1974), aff'd per curiam, Ballard E. Spencer Trust, Inc. v. Morton, 544 F.2d 1067 (10th Cir. 1976); Charles J. King, 40 IBLA 276 (1979). Giving an unqualified first-drawn applicant additional time to file infringes on the rights of the second-drawn qualified applicant. Ballard E. Spencer Trust, Inc. v. Morton, supra at 1070.

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 affirmed.

Bruce R. Harris
Administrative Judge

We concur:

Edward W. Stuebing
Administrative Judge

Anne Poindexter Lewis
Administrative Judge

1/ We note that the case record contains the application of the individual drawn with second priority. That application was also submitted by FRC; however, in addition to the printed name of the applicant and the printed name of FRC, the signature of the person signing on behalf of FRC, one R. J. Ciampa, also appears on the application.