

KENNETH S. BRADKE

IBLA 83-415

Decided May 27, 1983

Appeal from a decision of the Colorado State Office, Bureau of Land Management, rejecting simultaneously filed oil and gas lease application, C-36155.

Affirmed.

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

The regulatory requirement that a simultaneously filed oil and gas lease application be rendered in a manner which reveals the name of the applicant, the name of the signatory, and their relationship is not satisfied where the signature is illegible, no designation of authority appears on the application, and the signatory and his authority cannot be ascertained by reference to the qualifications file of the filing service listed on the application.

APPEARANCES: Phillip R. Clark, Esq., and Marla J. Williams, Esq., Denver, Colorado, for appellant.

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OPINION BY ADMINISTRATIVE JUDGE STUEBING

Kenneth S. Bradke appeals from a February 1, 1983, decision of the Colorado State Office, Bureau of Land Management (BLM), rejecting simultaneously filed oil and gas lease application, C-36155, for parcel No. 112 of the July 1982 drawing. BLM citing 43 CFR 3102.4 and 3112.2-1(b), stated that the signature on the application, which was selected with first priority, is illegible and no reference to the signing authority is provided.

The application lists First Petroleum Corporation of America (FPCA) as the appellant's filing service, but the holographic signature, dated July 20, 1982, is the only item within the space provided for signatures and the

application contains no statement regarding the signing authority. Although no reference to a qualifications file appears on the application despite designated space provided for such FPCA informed BLM of qualifications file CO-34029 in an accompanying letter. The file, CO-34029, reveals that persons authorized to sign on behalf of FPCA's clients in July 1982 were A. W. Liggio, Diane Stone, Glenda Shepherd, Regla Gonzales, Alicia Zarragoita, R. J. Ciampa, and N. C. Ciampa. Signature specimens were on file only for A. W. Liggio, R. J. Ciampa, and N. C. Ciampa.

In his statement of reasons, appellant argues that BLM's decision "is based upon an incorrect application of 43 CFR 3102.4 and 3112.2-1(b) to this case," and asserts that his application "was rendered in a manner sufficient to enable the BLM to determine who signed the card and in what capacity."

[1] Departmental regulations governing simultaneously filed applications for oil and gas leases read in part:

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.)

43 CFR 3112.2-1(b). 43 CFR 3102.4, governing oil and gas lease offers in general, reads basically the same. In Hercules (A Partnership) and Gemini (A Partnership), 67 IBLA 151 (1982), ^{1/} we held that this regulatory requirement was satisfied where an application referred to a qualifications file setting forth the relationship between a signatory and the principal, even though the relationship was not apparent on the face of the application card.

While the filing service is named on the application and BLM was informed of the qualifications file, the actual signatory is not identified nor his relationship to the applicant designated. Cf. Monty Cranston, 67 IBLA 364 (1982). ^{2/} Examination of the signature reveals an incomprehensible and illegible system of scribbles. No letter of the alphabet is clearly discernible. Even when compared with the list of authorized agents in FPCA's file, the scrawl offers abundant possibilities. It might have been Bradke's own signature rather than his agent's. It was not until this appeal was taken that the signatory was revealed to be Anthony W. Liggio. Among the signature specimens on file is one for A. W. Liggio. However, it is definitely legible and bears no noticeable resemblance to the signature appearing on the application.

The Board has affirmed the rejection of oil and gas lease offers where an offeror's signature was so illegible that his identity could not be established. William D. Sexton, 9 IBLA 316 (1973); R. C. Bailey, 7 IBLA 266 (1972), both, aff'd sub nom. Burglin v. Morton, 527 F.2d 486 (9th Cir.), cert. denied, 425 U.S. 973 (1976). Regarding the legibility of that debated signature, we stated:

^{1/} Appeal pending, Eileen Groom v. Watt, Civ. No. 82-2179 (D. Colo. filed Dec. 17, 1982).

^{2/} Appeal pending, Monty Cranston v. Watt, Civ. No. 83-4-BLG (D. Mont. filed Jan. 12, 1983).

Burglin is, of course, at liberty to adopt any device he chooses to serve as his signature. He may write it in Sanskrit, Greek or Chinese. He may employ arabic numbers, cuneiform, pictographs, or as he has apparently done, hieroglyphics of his own contrivance. That is his right, and if it is affixed to the instrument for the purpose of authenticating it with the intent that he shall be bound thereby, it will serve the legal function of a signature, at least in most jurisdictions. 43 CFR 1810.1(g); 80 CJS 1284 Signatures; see also cases collected in 39 Words and Phrases 359.

However, nowhere in law or logic is it established that a person has a right to be identified by people generally merely by their viewing whatever mark, symbol, sign or device he may choose to employ as representative of himself.

The Bureau must know who is applying for or asserting an interest in federal oil and gas leases in order to determine individual qualifications, to post records and to assure that the limitations on acreage are observed. It employs no cryptographers or mystics to divine the arcane meaning of cabalistic markings on lease offers.

Appellant argues that "valuable priority rights should not be forfeited over trifling technicalities such as these * * *," and he asserts that, "these are no more incomplete than if someone had forgotten to cross a 't' or dot an 'i'."

We disagree. If it is beyond the normal ability of a literate person to ascertain the identity of a party to a lease offer, the fault lies in the offer and is attributable to those who prepared and submitted it, and they may not shift that fault to the Bureau because its employees are unable to decipher an incomprehensible scrawl.

R. C. Bailey, supra at 267-68.

While it is not practical to fix an exacting standard of legibility, BLM must be able to identify who signed the application and, if acting as agent, his relationship to the applicant. Appellant argues that, to the extent the decision is based upon the illegibility of Liggio's signature, the reasoning in Liberty Petroleum Corp., 68 IBLA 387 (1982), is controlling. In that case, the application referenced a serial number for a statement of qualifications on file with BLM which contained the agent's name, signature, and authority. In affirming BLM's decision that the application satisfied the regulatory requirement, the Board stated:

The signature on the card corresponds to that in the referenced statement, and could be referred to in the same manner as bank employees refer to specimen signatures of their customers which are maintained on file. This is unlike the situation in [Charles Goodrich, 60 IBLA 25 (1981); William D. Sexton, supra;

R. C. Bailey, supra], where the identity of the party whose signature was illegible remained a mystery until the appeal was filed.

Liberty Petroleum Corp., supra at 388. Although a list of authorized agents and some signature specimens exist in this case, a comparison of the application with the qualifications file will not even yield a reasonable guess as to the identity of the signatory. The perplexing nature of the circumstances presents BLM with "unnecessary administrative difficulties."

The lone signature on appellant's application offers no process through which the signatory and his authority may be identified. Unlike those cases cited by appellant, Hercules, supra, and Liberty Petroleum Corp., supra, the signatory and his authority cannot be ascertained by reference to available documents, such as the qualifications file. Thus, the application fails to satisfy the regulatory requirements that it be rendered in a manner which reveals the applicant, the name of the signatory, and their relationship, and therefore it must be rejected.

Accordingly, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision is affirmed.

Edward W. Stuebing
Administrative Judge

We concur:

Franklin D. Arness
Administrative Judge
Alternate Member

Douglas E. Henriques
Administrative Judge

