

**DECISION**

THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D. C. 20548

60788

FILE: B-185825

DATE: APR 22 1976

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MATTER OF:

Frank I. Belecky - Reimbursement of Legal  
Fees on Purchase of Residence

DIGEST:

Employee-purchaser was reimbursed for legal fees incurred for preparation of sales agreement by Title Guaranty Escrow Services, Inc. Believing the sales contract faulty he retained attorney who made certain revisions in the agreement. Because retention of counsel was duplicative of legal services provided by Title Guaranty, attorney's fee may not be reimbursed.

This action is before us on a request received on January 30, 1976, from Marie A. Watkins, an authorized certifying officer of the Department of the Treasury, Bureau of Alcohol, Tobacco, and Firearms, for an advance decision as to the propriety of certifying for payment the reclaim voucher of Mr. Frank I. Belecky for certain legal expenses incurred incident to the transfer of his official duty station from Kansas City, Missouri, to Honolulu, Hawaii, pursuant to travel authorization number W-73-36 dated May 4, 1973.

The expenses incurred by Mr. Belecky in connection with the purchase of a residence at his new official duty station included legal fees in the amount of \$52 charged by Title Guaranty Escrow Services, Inc., for the preparation of the Agreement of Sale, and for which he was reimbursed. Believing that the sales agreement was "faulty and was slanted toward the seller," Mr. Belecky engaged the law firm of Rice, Lee and Wong which made "changes, additions, and deletions" in the sales agreement for which Mr. Belecky paid \$54.08.

Reimbursement of the fee paid to Rice, Lee and Wong was suspended on the ground that the services rendered were duplicative. Because Mr. Belecky has reclaimed the amount of that fee, the authorized certifying officer has requested our decision as to the amount of allowable attorney's fees.

Authorization for the reimbursement of certain legal expenses to transferred employees is found in 5 U.S.C. § 5724a, as implemented by the following language of Federal Travel Regulations (FPMR 101-7) para. 2-6.2c (May 1973):

B-185825

"Legal and related expenses. To the extent such costs have not been included in brokers' or similar services for which reimbursement is claimed under other categories, the following expenses are reimbursable with respect to the sale and purchase of residences if they are customarily paid by the seller of a residence at the old official station or if customarily paid by the purchaser of a residence at the new official station, to the extent they do not exceed amounts customarily charged in the locality of the residence: costs of (1) searching title, preparing abstract, and legal fees for a title opinion or (2) where customarily furnished by the seller, the cost of a title insurance policy; costs of preparing conveyances, other instruments, and contracts and related notary fees and recording fees; costs of making surveys, preparing drawings or plats when required for legal or financing purposes; and similar expenses. Costs of litigation are not reimbursable."

The regulation authorizes reimbursement for the expense of specific legal services described without regard to whether they are performed by attorneys, brokers, title companies, or others. B-175328, September 21, 1972. We have held that the regulations do not permit reimbursement of legal fees which are advisory or duplicative in nature, regardless of the fact that it may be customary in the area for a purchaser to be represented by his own attorney. B-174964, September 21, 1972.

Examination of the record indicates that Mr. Belecky has been reimbursed in the amount of \$52 for legal fees incurred by Title Guaranty Services in the preparation of the sales agreement. He now seeks further reimbursement in the amount of \$54.08 (\$52 plus \$2.08 State tax) for "additional work and revision" of the agreement performed by Rice, Lee and Wong. The regulations provide, however, for reimbursement relative to specific services, as, in this case, preparation of the agreement of sale. Having been reimbursed for such legal services by Title Guaranty, reimbursement to Mr. Belecky of an identical fee (\$52) paid by him to Rice, Lee and Wong for the purpose of obtaining further services in the preparation of the agreement of sale would result in a duplicative payment. Additionally,

B-185825

such use of his attorneys could be viewed as advisory in nature. The regulations preclude reimbursement under either concept.

In view of the foregoing, the voucher may not be certified for payment.

Paul G. Dembling

For the Comptroller General  
of the United States