



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

30820

B-178008

April 18, 1973

Miss Theresa T. Williams  
Authorized Certifying Officer  
Finance and Grants Management Division  
Office of Economic Opportunity

BEST DOCUMENT AVAILABLE

Dear Miss Williams:

We refer to your letter of February 6, 1973, requesting to be advised whether the item of \$445 for transportation of household goods and personal effects included in Mr. Christopher McGowan's voucher may properly be reimbursed. You question the weight documentation.

Incident to Mr. McGowan's change of station from New York, New York, to Boston, Massachusetts, as an employee of the Office of Economic Opportunity, his household goods and personal effects were transported on May 28, 1971, by the Peerless Moving Company at a cost to him of \$445. The cost is substantiated by the moving company's bill and Mr. McGowan's cancelled check in that amount. However, since the Peerless Moving Company is no longer in business, he has been unable to obtain evidence as to either the actual weight or volume of the goods transported. Under the circumstances, you request to be advised whether Mr. McGowan is entitled to reimbursement for the expense of transporting his household goods and personal effects.

Section 6 of Office of Management and Budget Circular No. A-56, as in effect at the date of Mr. McGowan's transfer, provided in pertinent part as follows:

(3) Documentation required. Claims for reimbursement under the commuted rate system shall be supported by (a) the original or a certified copy of the receipted warehouse bill for temporary storage and (b) in support of transportation, the original bills of lading or certified copies, or, if bills of lading are not available, other evidence showing point of origin, destination and weight. If no adequate scale is available at point of origin, at any point en route, or at destination, a constructive weight, based on 7 pounds per cubic foot of properly loaded van space, may be used. Such constructive weight also may be used for a part load when its weight could not be obtained at origin, en route, or at destination, without first unloading it or other part loads being carried in the same vehicle.

[Propriety of Reimbursement for Transportation of Household Goods]

715-841/12279

In 48 Comp. Gen. 115 (1968) we stated that:

[Where an] employee failed to obtain the actual weight of his household goods at the time of transportation, he may be paid at the commuted rate only if he is able to show the amount of space occupied by his goods and that the goods were properly loaded in the space available. In establishing the amount of space which would have been occupied by his effects if properly loaded, the employee may submit a list of items transported together with the volume occupied by each based on actual measurement or a uniform table, preferably prepared by a commercial carrier.

If the employee is unable to establish his entitlement to a commuted payment by complying with the requirements listed above, he may be reimbursed the actual expenses incurred such as for gas, oil, tolls, etc., in transporting his household goods upon complying with the rule set forth in 38 Comp. Gen. 554, 555 as follows:

When, however, as here, the evidence available affords a basis for concluding that the actual weight of the goods shipped reasonably approximates the estimated weight, the employee may be reimbursed for his actual expenses to the extent they do not exceed the amount which would have been payable for such estimated weight at the applicable commuted rates.

The record before us does not contain sufficient evidence either of actual weight or volume to establish Mr. McGowan's entitlement to reimbursement on a commuted rate basis. However, the employee has submitted an estimated cost of service prepared by Allied Van Lines, Inc., some 2 months prior to the date on which the goods were transported by the Peerless Moving Company. That document indicates an estimated weight of 4,900 pounds. Also, we note that Peerless' bill contains the statement that Mr. McGowan was provided "expedite[d] 5,000 lb. minn. one day service." Together, these two documents afford a reasonable basis for concluding that the actual weight of Mr. McGowan's household goods and personal effects approximated at least the Allied Van Line's estimated weight of 4,900 pounds. Therefore, the employee may be reimbursed his actual expenses to the extent that they do not exceed the amount which

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would have been payable for 4,900 pounds at the applicable commuted rate. See B-170353, September 3, 1970, copy enclosed, and decisions cited therein.

Although we have not reviewed all other items of expense claimed on the employee's voucher, we do note that Mr. McGowan has claimed as an expense in connection with the purchase of a residence in Lexington, Massachusetts, a \$225 amount characterized as a fee for the service of an attorney. The "Statement of Transaction" furnished by Mr. McGowan indicates that those legal services were advisory in nature and consisted of obtaining the seller's compliance with the condition precedent to closing that all plumbing, heating and wiring be in working condition and that certain minor repairs be made.

The controlling regulation, Office of Management and Budget Circular No. A-56, section 4.2c, provides with regard to reimbursement of legal expenses incident to the sale or purchase of a residence as follows:

c. Legal and related costs. 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; 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.

We have consistently held that under the above-quoted regulation no reimbursement is to be allowed for legal services which are of an advisory nature or which essentially are for negotiation. See B-175710, July 17, 1972, copy enclosed, and decisions cited therein. Only attorney's fees that represent services of the types enumerated in 4.2c

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are reimbursable. Notwithstanding that legal difficulties in summarizing the purchase transaction may have necessitated the advisory services of an attorney, there is no authority by which the \$225 expense of those services may be reimbursed.

The voucher, with enclosures, is returned herewith and may be certified for payment only in accordance with the above and if otherwise proper.

Sincerely yours,

PAUL G. DEMBLING  
For the Comptroller General  
of the United States