

No. 97-751 C
Filed: November 26, 2001

WILLIAM M. HANLIN,	)	Contracts: Implied-In-Fact Contract—
	)	Regulation of Department of Veterans
Plaintiff,	)	Affairs, 38 C.F.R. § 20.609(h) (2001).
	)	Agreement between veteran and
v.	)	attorney authorizing Department's
	)	payment of fee directly to attorney from
THE UNITED STATES,	)	award of past-due benefits does not
	)	contractually bind the Department even
Defendant.	)	though regulation states that "such an
	)	agreement will be honored by the
	)	Department." Whether a statement of
	)	intention is intended as a promise must
	)	be determined from the circumstances.

Kenneth M. Carpenter, Carpenter, Chartered, Topeka, KS, for plaintiff.

Mark L. Josephs, with whom were Acting Assistant Attorney General Stuart E. Schiffer, Director David M. Cohen, Assistant Director Donald E. Kinner, Department of Justice, Washington, D.C., Martin J. Sendek, Office of General Counsel, Department of Veterans Affairs, for defendant.

ERRATA

WIESE, Judge.

The opinion issued in this case on November 1, 2001, contains the following sentence on page 6:

There can be no doubt that **38 U.S.C. § 3904(d)** authorizes the Secretary to direct payment of an attorney's fee out of past-due benefits where the fee arrangement satisfies prescribed criteria.

The citation to 38 U.S.C. § 3904(d) is incorrect and is therefore changed to read as follows:

There can be no doubt that **38 U.S.C. § 5904(d)** authorizes the Secretary to direct payment of an attorney's fee out of past-due benefits where the fee arrangement satisfies prescribed criteria.

John P. Wiese
Judge