

DOCUMENT RESUME

03338 - [A2433562]

[Claim for Damages Alleged to Have Resulted from the Wrongful Termination of War Contracts]. B-189816. August 29, 1977. 2 pp.

Decision re: Carver Aircraft Industries; by Milton Socolar (for Paul G. Dembling, General Counsel).

Issue Area: Federal Procurement of Goods and Services (1900).

Contact: Office of the General Counsel: Procurement Law II.

Budget Function: National Defense: Department of Defense - Procurement & Contracts (058).

Organization Concerned: Department of Defense.

Authority: Meritorious Claims Act (31 U.S.C. 236). (P.L. 93-604, title VIII, sec. 801; 88 Stat. 1965; 31 U.S.C. 237(1)). 31 U.S.C. 236. 41 U.S.C. 101-25.

The claimant submitted a claim for damages alleged to have resulted from the wrongful termination of war contracts with various defense departments. The claim, which accrued in 1944, is barred from consideration under the Meritorious Claims Act, since the claim was not filed within 6 years of the date the claim accrued as required by 31 U.S.C. 237(1). (Author/SC)

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DECISION



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

FILE: B-189816

DATE: August 29, 1977

MATTER OF: Carver Aircraft Industries

DIGEST:

Claim for damages resulting from termination of war contracts, which accrued in 1944, is barred from consideration under Meritorious Claims Act, 31 U.S.C. 236, since such claim was not filed within 6 years after date such claim accrued as required by 31 U.S.C. 237(1).

By letter dated July 30, 1977, counsel for Carver Aircraft Industries (Carver) submitted a claim to this Office for \$908,261.54 in damages alleged to have resulted from the wrongful termination of war contracts entered into by Carver with various defense departments.

Counsel states that purchase orders under those contracts were cancelled in 1944, and acknowledges that the "Statute of Limitations has run for the remedy provided for by the Statute", but asserts that the "obligation remains" and that the claim should be considered as a meritorious claim under 31 U.S.C. § 236 (1970).

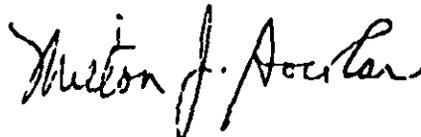
It appears that the statutory remedy referred to by the claimant is that provided in 41 U.S.C. §§ 101-125, which provides for agency settlement of claims arising out of the termination of war contracts provided the claim was filed on or before 180 days after June 28, 1954. See 41 U.S.C. § 117. However, the relief provided by 31 U.S.C. § 236 is also subject to a Statute of Limitations. 31 U.S.C. § 237(1) provides that:

"(1) Every claim or demand * * * against the United States cognizable by the General Accounting Office under sections 71 and 236 of this title, shall be forever barred unless such claim, bearing the signature and address of the claimant, or of an authorized agent or attorney, shall be received in said office within 6 years

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after the date such claim first accrued * * *
(Emphasis added.) Pub. L. 93-604, title VIII,
§ 801, 88 Stat. 1965.

Accordingly, this Office is barred from considering the merits
of the claim.

for 
Paul G. Dambling
General Counsel