

**DECISION**

19607  
THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D. C. 20548

PLM-2  
Metcalfe

FILE: B-204044

DATE: September 28, 1981

MATTER OF: Dwight L. Fields - Military Backpay

**DIGEST:** Former Army member disputes the accuracy of his military pay account for a period that he was on active duty and contends that he was underpaid. Since the pay record appears correct and the claimant has not proved his claim by providing corroborating documentary evidence the claim may not be allowed. Also, where there is an irreconcilable dispute over facts between an individual claimant and a Government agency, GAO is bound to accept the agency's statement of facts.

Mr. Dwight L. Fields requests reconsideration of our Claims Group's September 3, 1980 denial of his claim for military backpay. The denial is sustained since no evidence of error or other proof of entitlement has been submitted.

Mr. Fields, a former enlisted member of the United States Army, questions the accuracy of his military pay vouchers for the period July 1, 1973, through December 31, 1973. Previously Mr. Fields had questioned 31 days' leave he was charged with using during this same period. We have been advised by the Army that the leave charge was erroneous and that payment has been made to Mr. Fields for the leave.

As to the correctness of his pay vouchers, the record shows that for July 1973 Mr. Fields was entitled to \$307.20 basic pay and that after collection of a \$75 allotment, as well as the appropriate deductions of \$72.78 which included the Soldiers Home contribution, Servicemen's Group Life Insurance, laundry and withholding taxes, he received a \$160 end-of-month payment. For August 1973 he was entitled to \$308.37 less the \$75 allotment and other appropriate deductions of \$63.76, but the balance of \$169.76 due him was not paid during the month. For September 1973 his \$169.76 balance was brought forward and added to his \$342.30 basic pay entitlement. After collections of the \$75 allotment, as well as appropriate deductions of \$222.61 which included a \$150 casual payment (payment made where pay records are not available), his balance due of \$214.45 was not paid during the month.

For October 1973 Mr. Fields' total entitlements of \$441.03 included \$363.30 basic pay, \$77.55 leave rations, and 18 cents

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clothing allowance. After adding \$214.45 brought forward from September 1973, collecting the \$75 allotment, and making other appropriate deductions of \$370.24 which included casual payments of \$144 and \$178, he received a \$210 end-of-month payment and 24 cents was brought forward. For November 1973 his total entitlements of \$368.70 included \$363.30 basic pay and \$5.40 clothing allowances. After adding the 24 cents brought forward from October 1973, collecting the \$75 allotment, and making other appropriate deductions of \$130.13 which included a \$51.89 clothing charge, he received a \$163 end-of-month payment and 81 cents was brought forward.

Mr. Fields' total entitlement of \$368.70 for December 1973 included \$363.30 basic pay and a \$5.40 clothing allowance. After adding the 81 cents brought forward from November 1973 and deducting the appropriate amount of \$90.65 which included a \$14.40 laundry charge, he received a \$278 end-of-month payment and 86 cents was brought forward.

In his original claim, Mr. Fields indicated that his military pay vouchers were incorrect but did not indicate precisely what portions of these vouchers contain errors. Our Claims Group denied his claim since he presented no evidence to clarify his claim or to support his contention that errors exist.

Mr. Fields in his appeal acknowledges that he received a partial payment of \$150 on August 24, 1973, prior to proceeding to Frankfurt, Germany, on or about September 10, 1973. Further, he states that he received a check for \$51 on September 21, 1973, but believes that he was due an additional \$158 for August 1973. He also contends that he was paid his first monthly entitlement while on duty in Germany on October 31, 1973, but that an advance of \$75 on October 9, 1973, and a \$150 partial payment were deducted, leaving him no payment due on November 30, 1973.

The record before us includes copies of Mr. Fields' Leave and Earnings Statements (LES's) which were based on his military pay records for the period of the claim. The \$150 advance in August 1973 to which he refers apparently was collected in September 1973. His \$169.76 unpaid balance for August 1973 was brought forward to September 1973 and he was subsequently paid

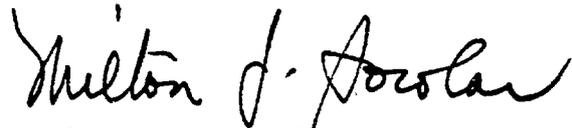
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any previously unpaid entitlements for August and September 1973 in his \$210 end-of-month payment for October 1973.

We find no reference to a \$51 casual payment made in September 1973 or a \$75 casual payment made in October 1973, although Mr. Fields received total casual payments of \$144 and \$178 which were deducted in October 1973 when he received the \$210 end-of-month payment. As to his contention that he did not receive any payment in November 1973, his LES for November 1973 shows that he was paid a \$163 end-of-month payment.

The Army furnished Mr. Fields copies of his LES's covering the entire period of his claim. Those LES's appear correct. We recognize that he disputes their accuracy. However, he has not furnished any corroborating documentary evidence of any error or other proof of entitlement. This Office does not hold adversary hearings in order to resolve disputed issues of fact, but decides them on the basis of the written record presented. 4 C.F.R. 31.7. Thus, where the written record before us presents an irreconcilable dispute of facts between a Government agency and an individual claimant, we are bound to accept the agency's statement of facts. 51 Comp. Gen. 541, 543 (1972).

Accordingly, the settlement of our Claims Group disallowing the claim is sustained.



Acting Comptroller General  
of the United States