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DECISION



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

FILE: B-203036

DATE: February 9, 1982

MATTER OF: Lieutenant Colonel Glen A. Douglas, USAF

DIGEST: Service member shipped household goods including a pipe organ, the total weight of which was in excess of maximum weight allowance. Even if he was told that disassembly would be at Government expense, "total cost of transportation" which includes costs of disassembling and packing must be prorated when the weight shipped is excessive. Thus, the member must bear his share of costs incurred by the Air Force in connection with the shipment of the pipe organ. See 44 Comp. Gen. 652 (1964).

This action is in response to a letter dated March 23, 1981, from Lieutenant Colonel Glen A. Douglas, USAF, requesting further consideration of his claim for reimbursement for amounts charged him for excess weight in the shipment of his household goods incident to a permanent change-of-station assignment in June 1979 from Brooks Air Force Base, Texas, to Holloman Air Force Base, New Mexico.

This matter was the subject of a determination by our Claims Group dated March 12, 1981, which disallowed the claim for the reason that while the Government will ship all of a member's goods presented for shipment, its maximum obligation under the law is the cost of that part of the shipment not in excess of the member's prescribed weight allowance, on a pro rata basis. We sustain that disallowance.

The file shows that when Colonel Douglas was transferred on permanent change of station from Brooks Air Force Base, Texas, to Holloman Air Force Base, New Mexico, he was entitled to move 13,000 pounds of household goods at Government expense. The actual net chargeable weight of the household goods which were shipped was 19,958 pounds and included a pipe organ. Apparently in order to ship the organ, it was necessary to disassemble and separately crate it. The total transportation cost of the shipment, including the special handling costs attendant to dissembling the organ was

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\$7,938.29. It was determined that the pro rata portion of this total cost that related to the excess weight was \$2,548.10.

Colonel Douglas states that he does not contest having to pay the cost of transportation of the excess weight shipped. He asserts only that he should not be held responsible for any of the cost of disassembling the organ. He contends that he had every intention of doing the disassembly work himself, but that he was advised that disassembly was authorized to be performed at Government expense.

The liability of the Government for the cost of transporting a member's household goods including packing, crating, unpacking and uncrating incident to a change of permanent station is limited to that authorized by law (37 U.S.C. 406) and implementing regulations contained in Volume 1 of the Joint Travel Regulations (1 JTR). Paragraph M8002-1 of 1 JTR, provides that household goods may be transported at Government expense in accordance with the provisions of those regulations, but not in excess of the weight limit prescribed under paragraph M8003 which in this case was 13,000 pounds. Provision is also made therein for a percentage increase in weight to allow for necessary packing and crating.

Additionally, paragraph M8007-2 provides that the Government's maximum transportation obligation is the cost of a through household goods movement of a member's prescribed weight allowance in one lot between authorized places. That paragraph goes on to state:

"The member will bear all transportation costs arising from shipment * * * for weight in excess of the maximum allowance prescribed * * *. In determining the cost attributable to the excess weight, the total cost of transportation * * * shall be prorated on the basis that the member bears the portion thereof that the excess net weight bears to the total net weight transported * * *." (Underscoring supplied.)

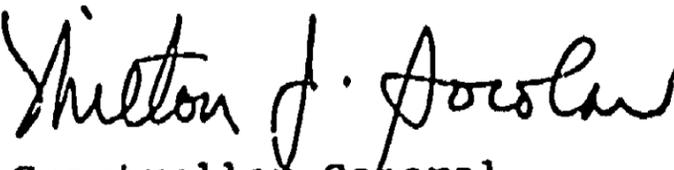
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In decision 44 Comp. Gen. 652 (1964), we considered a somewhat analogous case where a service member did a significant amount of packing and crating of his household goods on his own, thus, avoiding part of what would otherwise have been chargeable costs of transportation. The shipment involved weight in excess of entitlement and he was charged the excess costs, prorating it on the basis of the relation of the excess weight to the total weight of shipment. The argument made by the member in that case was that since he did much of the packing, the constructive weight of the goods he packed should be first subtracted from the total weight, thereby reducing or eliminating altogether any excess packing costs chargeable to him. We held that since the proration formula in paragraph M8007-2 required use of the excess weight relationship to the total weight of shipment, the shipment cost of the excess weight may not be recomputed by reducing the excess weight by the constructive weight of the goods packed by the member. See also B-164136, September 5, 1968.

In the present case, the cost of disassembling and packing and crating the pipe organ was a part of the "total cost of transportation" of the household goods shipment. Since the shipment involved weight in excess of Colonel Douglas's maximum allowance, it is to be included in the computation under paragraph M8007-2 of 1 JTR.

As to whether Colonel Douglas was given incorrect advice as to his transportation entitlements, responsible Air Force personnel assert that he was given appropriate advice. In any event, whether the information provided Colonel Douglas was misunderstood or incorrectly given, we are not aware of any legal authority which would allow diminution of the computed costs of the excess weight to be charged Colonel Douglas.

Accordingly, Colonel Douglas remains responsible for such costs.

for 
Comptroller General
of the United States