



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Colonel Steven K. Ladd

File: B-245112, B-245112.2

Date: March 30, 1992

DIGESTS

1. A service member who objects to the storing of his household goods in a DOD-approved warehouse at destination until his quarters are ready for occupancy, knowing that they are stored on the vans that transported them, is liable for any additional costs incurred by the government due to the detention of the carrier's vans. The Joint Federal Travel Regulations provide that the member must bear the cost of transportation in excess of the lowest overall cost to the government without special services, and members certify that they will pay for such additional services, like van detention, when they apply for moving entitlements.

2. A service member's debt for additional services provided to him in a permanent change of station move is not an "erroneous payment" that may be considered under the waiver statute (10 U.S.C. § 2774).

DECISION

Colonel Steven K. Ladd, United States Air Force, requests review of our Claims Group's settlement affirming the Air Force's finding that he is liable for the excess cost of storing his household goods, incurred in a permanent change of station move in 1989. Colonel Ladd also requests waiver of this indebtedness. We affirm the decision of the Claims Group, and we deny Colonel Ladd's request for waiver.

Colonel Ladd was reassigned from Ramstein Air Base in Germany to RAF Bentwaters in the United Kingdom, effective on or before June 30, 1989, and he applied for a door-to-door move of his household goods. He states that he did not request a delivery date in the United Kingdom because his new quarters were being renovated and the occupancy date was uncertain; Colonel Ladd expected that his property would remain in storage in Germany. Nevertheless, on July 12, 1989, Colonel Ladd's household goods arrived at RAF Bentwaters. Instead of being placed in an approved warehouse for temporary storage in transit (SIT), the goods remained stored until December 21, 1989, on the two vans

that transported them from Germany. The carrier's charge for detaining the two vans for storage purposes was \$12,777.49¹, whereas the cost of storing the goods in a Department of Defense (DOD) approved warehouse would have been only \$2,062.56. The Air Force charged Colonel Ladd the difference of \$10,714.93.

Colonel Ladd maintains that the government should pay the extra charge because the charge was caused by the Air Force's shipping of his household goods from Germany without his approval. He states that he did not decline the SIT method of storing goods at destination, and that he never requested that the goods remain on the two vans. To support his application for waiver, Colonel Ladd directs our attention to a message from Headquarters, United States Air Force Europe, stating that "our records do not indicate that the member initiated the action requesting in van storage."

In implementing entitlement to the temporary storage of household goods, the Joint Federal Travel Regulations (JFTRs) provide that the member must bear the cost of transportation over the government's maximum transportation obligation, which is one through movement of household goods at the lowest overall cost to the government (without special services). JFTR, para. U5340-A. (See also, LTC Charlene P. Holt, USAR, B-199111, Mar. 17, 1981, where we held that the government's obligation was limited even though the carrier's unexpected early arrival resulted in the packing of property the member did not intend ship, which in turn caused the member to exceed her authorized weight allowance.) Further, upon the member's request and agreement to pay the additional cost, the member may obtain additional services. JFTR, para. U5340-E. Such services include special or accessorial ones like detention or demurrage, which may involve additional expenses. Compare Ultra Special Express, B-182925, Jun. 14, 1976.

We do not agree with Colonel Ladd that the cause of the detention costs was the Air Force's unauthorized movement of his household goods from Germany. Colonel Ladd's application to move his property (DD Form 1299) sets out, in pre-printed form, his acknowledgement that the government was authorized "to do all acts and things which may be convenient or necessary to store the household goods," and could "move or transfer [the goods] by any appropriate means from their present location to . . . storage facilities [and then] to an appropriate destination upon termination of storage." The Colonel thus effectively agreed that the Air Force had complete discretion concerning how and where to

¹This charge is referred to as a detention or demurrage charge.

store household goods he placed in its control. In this respect, DOD 4500.34-R, the Department of Defense Personal Property Regulation, Chapter 2, para. I.1.a specifically states that household goods are normally stored at destination.

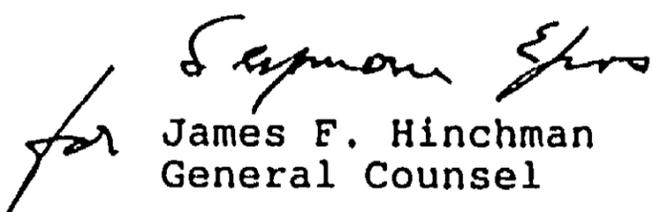
Moreover, the record includes a written statement by Colonel Ladd that it was "my request that the household goods not be unloaded nor again be stored in a warehouse based on the high probability of damage, theft, etc." Also, in its original administrative report the Air Force adds that the member was adamant about keeping the property stored in the vans.

Finally, the record indicates that when the carrier accepted the goods in Germany, delivery was to be on July 12, the same date delivery in fact was attempted. Colonel Ladd has not furnished any written evidence of any other arrangement.

In sum, the Air Force did not act improperly in shipping Colonel Ladd's property to the United Kingdom without a specific request from him. Moreover, the shipment would have been accomplished simply by storing it in the United Kingdom in a DOD-approved warehouse, just like it had been stored in Germany, but for Colonel Ladd's objections to warehouse storage, later admitted in writing. The Claims Group's settlement is affirmed.

Regarding Colonel Ladd's waiver request, a member's debt arising for extra services provided to him is not an "erroneous payment" subject to consideration for waiver under 10 U.S.C. § 2774. See 67 Comp. Gen. 484 (1988). While there may be exceptional cases involving debts for extra services which require further consideration due to government error, Colonel Ladd's objections to the placement of his property into a warehouse, not the shipping to the United Kingdom or any other Air Force action/inaction, directly led to detaining the vans. We therefore do not think waiver is appropriate even on an exceptional basis.

The Claims Group's settlement is affirmed and application for waiver is denied.

for
James F. Hinchman
General Counsel