



The Comptroller General
of the United States

Washington, D.C. 20548

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Decision

Matter of: Captain James D. Ellefson, USAF--Waiver of Debt
Due to Overpayment of Travel Advance

File: B-231567

Date: June 7, 1989

DIGEST

Air Force member whose travel advance exceeded his travel entitlements because of failure of Air Force to specify in travel order that member's mileage reimbursement for using his privately owned vehicle would be limited to cost of travel under a military transportation request may have resulting debt waived under the authority of 10 U.S.C. § 2774 as a result of his detrimental reliance on erroneous travel order.

DECISION

This is a response to a request for waiver of a travel advance paid to Captain James D. Ellefson, USAF, pursuant to temporary duty orders. For the reasons presented below, the debt may be waived.

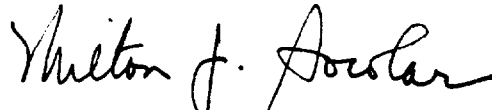
Captain Ellefson was stationed at Beale Air Force Base, California, and was ordered to perform temporary duty at Maxwell Air Force Base, Alabama. His travel advance, which included a mileage allowance for travel by privately owned vehicle, totalled \$1,950. When he questioned the large amount of the advance, he was assured that it was correct. Captain Ellefson traveled to and from his temporary duty point by privately owned vehicle. While Captain Ellefson was in Alabama, the Beale Accounting and Finance Office discovered that his mileage allowance should not have exceeded the cost of a military transportation request. On settlement of his voucher, his travel entitlements were reduced to reflect the lesser cost of air-fare rather than mileage, and the use of constructive travel time for travel by air caused his per diem to be reduced. As a result, Captain Ellefson is indebted to the Air Force in the amount of \$615. He has requested waiver of that amount.

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We have authority under 10 U.S.C. § 2774 to waive a service member's liability for overpayments of pay and allowances including travel and transportation allowances where collection would be "against equity and good conscience and not in the best interests of the United States," and there is no indication of "fraud, misrepresentation, fault, or lack of good faith" on the part of any person having an interest in obtaining a waiver of the claim.

For waiver to be appropriate under the above provision, the overpayment must arise because of erroneous travel authorizations and the recipient of the advance must spend it in reliance on the erroneous orders. See Major Kenneth M. Dieter, 67 Comp. Gen. 496 (1988). In that instance we waived repayment of a travel advance because Major Dieter relied to his detriment on erroneous travel orders. In the situation at hand, Captain Ellefson relied on his travel orders. He had no way of knowing that his mileage allowance could not exceed the cost of a military transportation request. Furthermore, when he questioned the size of the advance, he was assured that it was correct. Had he known of the restriction on the amount of mileage allowance to which he was entitled, he might have chosen military transportation rather than his own car. In reliance on the orders and the verbal assurance, he drove to Alabama and back, incurring expenses for operating the vehicle and for meals and lodging.

In these circumstances, it is our view that Captain Ellefson relied on the erroneous orders to his detriment by incurring the additional travel expenses. Accordingly, the erroneous payment in the amount of \$615 should be waived.



Acting Comptroller General
of the United States