

**DECISION**

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

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JUN 10 1975

FILE:

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B-183633

MATTER OF:

**Larry Jon Heglund - Claim for additional per diem****DIGEST:**

Employee directed to report for training for period in excess of 45 days was informed that per diem was authorized on lodgings-plus basis, not to exceed \$25 per day. Per diem is limited to \$14 per day since amendments to Joint Travel Regulations, para. C8101-2j, prescribed \$14 per diem rate from September 1, 1973, through October 11, 1973, for attendance at training courses in excess of 45 days. Government is neither bound nor estopped by unauthorized acts of its agents.

This action concerns the request by Senator Henry M. Jackson that we review our Transportation and Claims Division's (TCD) disallowance of the claim of Larry Jon Heglund for additional per diem incident to his assignment to temporary duty for training at the Naval Schools Command, Mare Island, California, from September 10 to November 21, 1973.

Mr. Heglund, an employee of the Puget Sound Naval Shipyard, was authorized temporary duty at Mare Island for training by Travel Order No. 300121-74, dated September 4, 1973, incident to which he received a travel advance and partial payments totaling \$1,948. Although Mr. Heglund and TCD stated that the travel order indicated that the per diem rate would be \$25, in fact, the travel order merely authorized per diem in accordance with the Joint Travel Regulations (JTR) and stated no dollar amount. Upon submitting his travel voucher, per diem was computed at the rate of \$14 from September 10 through October 11, 1973, and thereafter on a lodgings-plus basis, until the completion of the training assignment on November 21, 1973. Mr. Heglund's total travel entitlements were determined to be \$1,693.11, leaving a balance due from him to the Government of \$254.89.

It appears that Mr. Heglund was informally advised that he would be reimbursed on a lodgings-plus basis, not to exceed \$25 per day. A letter dated February 28, 1974, from the Commanding Officer, Puget Sound Naval Shipyard, stated that his activity did not receive an

advance change to 2 JTR, paragraph C8101-2j (change 95, September 1, 1973), which, in effect, required that per diem for periods of training of 45 days or more be limited to \$14, effective September 1, 1973. Prior to that change, the \$14 rate was applicable only to "academic year training," and the lodgings-plus basis was applicable to other than "academic year training" where a specific per diem rate had not been prescribed. Since he claims he was advised that per diem would be computed on a lodgings-plus basis, not to exceed \$25 per day, Mr. Heglund appeals the TCD settlement disallowing his claim for additional per diem for the period September 10, 1973, through October 11, 1973.

As stated above, the JTR was amended to provide that effective September 1, 1973, "a per diem rate of \$14 is prescribed for employees while attending training courses for periods of 45 days or more." 2 JTR, para. C8101-2j (change 97, November 1, 1973). This paragraph was amended again, effective October 12, 1973 (change 99, January 1, 1974), to return to the more narrow standard of "academic year training" in effect prior to September 1, 1973. The effect of the above two amendments was to change the per diem rate to \$14 for the period from September 1, 1973, through October 11, 1973, for employees performing training which was more than 45 days in length, whether or not it constituted "academic year training." Therefore, since Mr. Heglund's travel orders directed him to report for training for more than 45 days, he must be limited to per diem at the prescribed rate of \$14 for the period from September 10, 1973, the beginning of his training, through October 11, 1973.

While it is unfortunate that Mr. Heglund was erroneously advised that he would be entitled to reimbursement at a per diem rate other than \$14, the rule is well established that the United States can be neither bound nor estopped by the unauthorized acts of its agents. Where a Government official approves and promises reimbursement beyond that allowed by applicable law, any payments made under such unauthorized actions are recoverable by the Government. See W. Penn. Horological Inst., Inc. v. United States, 146 Ct. Cl. 540 (1959). Thus, it is clear that no administrative official can enlarge rights created by statute and regulation by misinforming persons concerning their entitlement.

Regarding Mr. Heglund's statement that his claim was dealt with unjustly, without feeling for the individual, we must advise that our Office is required to settle claims in accordance with applicable

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statutes and regulations, and has no authority to waive such provisions for a particular individual's benefit regardless of extenuating circumstances.

For the reasons stated, the settlement of the Transportation and Claims Division is sustained.

R. F. KELLER

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Comptroller General  
of the United States