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DECISION



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

FILE: B-201251

DATE: August 12, 1981

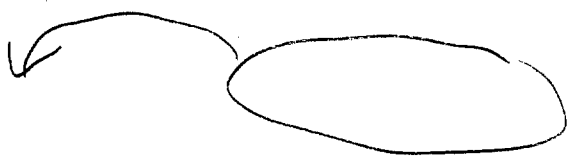
MATTER OF: Harry R. Wegert - Storage of household goods - Excess weight

DIGEST: The employee must bear the excess cost of temporary storage of household goods above the statutory weight limitation of 11,000 pounds, even though the Government was the shipper under a Government Bill of Lading and storage was required because the Government's carrier failed to perform. The weight limitation is an express statutory restriction. Regardless of any extenuating circumstances, the weight limitation may not be exceeded.

Mr. Harry R. Wegert, through his counsel, protests our Claims Group's denial of his claim for the excess cost of storing his household goods (Z-2822196).

We hold that Mr. Wegert, an employee of the Small Business Administration, must pay the cost of temporary storage of his household goods in excess of the statutory weight limitation of 11,000 pounds.

The Small Business Administration approved Mr. Wegert's transfer from Chicago, Illinois, to Atlanta, Georgia, on April 10, 1979. Shipment of his household goods was by the actual expense method under a Government Bill of Lading (GBL) contract where the Government assumes responsibility for awarding contracts and for other negotiations with the carrier. See Federal Travel Regulations (FPMR 101-7, May 1973), para. 2-8.3b(1). The shipment was delayed because the carrier broke its agreement to pack, crate, and move the household goods, as scheduled for June 5 through June 7, 1979. The General Services Administration, as the authorized shipping representative for the Government, sought an alternative carrier to make immediate shipment, but the best it could do was to locate a carrier promising shipment after 3 weeks of temporary storage. Mr. Wegert accepted



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this offer of temporary storage pending shipment to Atlanta since he had to vacate and remove the household goods from his home in Chicago. Both shipping and storage exceeded the statutory 11,000 pound weight limitation. 5 U.S.C. § 5724(a)(1976). Mr. Wegert questions his liability for the storage charges for weight exceeding 11,000 pounds, since he says it was the Government and its contractor/ carrier who failed to provide the services required without the need for storage.

Mr. Wegert in support of his contention, points out that in William K. Mullinax, B-181156, November 19, 1974, we stated that when the employee is paid under the "actual expense" method, the shipment is by GBL, with the Government-- not the employee-- being the shipper and with the Government assuming responsibility for selecting the carrier, arranging for carrier services, and paying for such services. Thus, he says it is completely against equity and good conscience that an employee should be bound to pay for charges forced on him by the failure of the Government. He also refers to Donald R. Lewis, B-182011, February 13, 1975, where we allowed temporary storage both at the old and new duty stations, since it was the Government's mistake in preparing the GBL that made storage at two locations necessary.

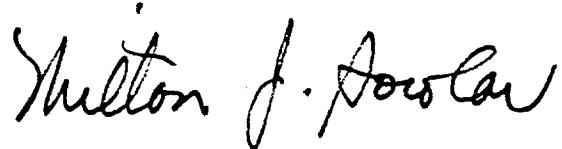
Section 5724(a) of title 5, United States Code, provides that the maximum weight of property to be moved incident to a transfer, including temporary storage of household goods, is 11,000 pounds. As this limitation is statutory, no Government agency or employee has the authority to permit transportation or storage at the Governments' expense in excess of 11,000 pounds. Regardless of the reasons for exceeding this amount, the law does not permit payment by the Government of charges incurred for the excess weight. See Donald F. Roach, B-194441, September 18, 1979; Joseph S. Montalbano, B-197046, February 19, 1980.

The Mullinax case, cited by Mr. Wegert, does define the "actual expense" method and outlines the Government's responsibility. However, the Government's responsibility only extends to the statutory limitation and there is no authority for it or any of its agents to

B-201251

act beyond the scope of that limitation. The Government exercised its responsibility when it authorized and paid shipping and storage charges up to the maximum 11,000 pounds. Thus, in effect, the excess charges were caused by Mr. Wegert when he shipped household goods in excess of the statutory maximum. The Lewis case is also not applicable here since there is no statutory prohibition against storage at both origin and destination points at Government expense as was authorized in that case.

Accordingly, Mr. Wegert must pay for the excess storage, and our Claims Group's disallowance of June 12, 1980, Z-2822196, is sustained.

A handwritten signature in cursive script, reading "Milton J. Fowler".

Acting Comptroller General
of the United States