



FILE: B-207806

DATE: August 24, 1982

MATTER OF: Lieutenant Colonel , USAF
(Retired)

DIGEST: Although an Air Force officer may have produced enough evidence to show that weight tickets obtained at the destination of his household goods shipment on a reweigh were clearly in error, this evidence did not taint the weight tickets which were obtained at the origin of the shipment and which showed a lower poundage for the household goods. The additional evidence presented by the officer in challenging the correctness of the origin weight tickets did not show them also to be clearly in error, so that the Air Force's weight determination based on those tickets, resulting in overweight charges collected from the officer, is sustained.

This reviews our Claims Group's denial of the claim of Lieutenant Colonel , USAF (Retired), for a refund of \$330.58 in excess weight charges collected from him by the Air Force for a shipment of his household goods exceeding his authorized weight limitation. Weight tickets and a weight certificate were submitted by the mover to establish the shipment's weight and support the charges. Since the weight tickets and certificate have not been shown to be clearly in error by evidence submitted by the claimant, the excess weight charges assessed by the Air Force are accepted as correct, and the Claims Group's denial of Colonel claim is sustained.

Under permanent change of station orders issued in October 1978 Colonel , who was then serving on active duty in the Air Force, was authorized to move 13,000 pounds of household goods at Government expense from Wright-Patterson Air Force Base (AFB), Dayton, Ohio, to Randolph AFB, San Antonio, Texas. Colonel states that the weight of his household goods had been determined to be less than 12,000 pounds at the time of his last reassignment in 1976, and that he had not acquired significant amounts of new household property in the 2 intervening years. Consequently, he expected his October 1978 household goods shipment to be within the 13,000-pound limit.

clm

B-207806

The moving van that picked up Colonel household goods at Wright-Patterson AFB on October 17, 1978, carried a tare (empty) weight ticket dated that day which showed the van's weight as "26,000" pounds. Colonel Freeman states that this tare weight ticket of exactly "26,000" pounds caused him to suspect that the driver might attempt to exaggerate or "jump" the weight of his household goods shipment, and he reported this to the transportation counselor at Wright-Patterson AFB. He also states that at this point an assigned inspector estimated the weight of his household goods to be 14,000 pounds. The driver who picked up the shipment obtained a gross (full) weight ticket the next day at the same scale in Dayton from which he obtained his tare weight ticket. The gross weight ticket showed the shipment's gross weight as being "42,260" pounds. These two weight tickets thus indicated that the shipment weighed 16,260 pounds, 3,260 pounds over the authorized shipping weight and 2,260 pounds over the inspector's estimate.

The driver who picked up Colonel shipment later picked up another household goods shipment in Dayton destined for Randolph AFB for Sergeant Sergeant shipment was picked up on October 20, 1978, and it was loaded on the same moving van containing Colonel shipment. After departing Dayton with the two shipments, the driver transferred the van, and a different driver using another tractor transported the van containing both shipments on to San Antonio.

The second driver obtained a gross weight ticket in San Antonio on October 30, 1978, which did not identify any particular shipment, but which showed a gross weight of "53,720" pounds. Sergeant shipment documents show that his shipment was delivered into temporary storage on October 30, 1978. The second driver obtained a tare weight ticket the next day, on the same scale he used the day before, which showed Sergeant name as the shipper, and a tare weight of "49,420" pounds. These two weight tickets were used to establish the weight of Sergeant shipment as 4,300 pounds because the original driver had not obtained weight tickets for Sergeant s shipment in Dayton. However, Sergeant indicates he was informed that his shipment weight at departure might be in excess of 6,000 pounds.

B-207806

Colonel household goods were delivered in San Antonio, Texas, by the second driver on October 31, 1978. The second driver presented a gross weight ticket dated October 31 obtained from the same scale he had used earlier in the day to obtain a net weight ticket for Sergeant shipment. The gross weight ticket showed Colonel name as the shipper, a gross weight of "49,460" pounds, and the weight as a "reweigh." Colonel states that after his shipment had been unloaded, a portion of Sergeant shipment was still on the delivery vehicle, as well as what he thought were several hundred pounds of other property. After the delivery, the next day, the second driver obtained a tare weight ticket from the same scale from which he had received his gross weight ticket. The ticket showed Colonel name as the shipper, a tare weight of "32,960" pounds, and the weight as a "reweigh." These two "reweigh" weight tickets indicated that the shipment weighed 16,500 pounds.

The Air Force then determined that the weight of Colonel shipment was established by the lower of the two sets of weight tickets, i.e., the set obtained at Dayton showing 16,260 pounds. Colonel was charged for the part of the mover's charges pertaining to the weight in excess of 13,000 pounds--\$330.58. Our Claims Group disallowed Colonel subsequent claim for a refund of those excess weight charges on the basis that there was no clear and convincing evidence showing error in the Air Force's determination. Colonel now questions the correctness of the conclusions reached by our Claims Group.

We have consistently held that whether and to what extent authorized shipping weights have been exceeded in the shipment of household goods and the excess costs involved are questions of fact primarily for determination by the administrative agency which, ordinarily, we will not question in the absence of evidence showing such determinations to be clearly in error. Where the transportation voucher prepared by a mover in support of its charges is supported by a valid weight certificate or weight tickets, in the absence of fraud or clear error in the computation, the Government must rely on the scale certifications of record in computing the excess costs.

B-207806

Matter of _____, B-195256, November 15, 1979. Thus, absent computational errors, or fraud, the Government is bound by a weight certificate unless the certificate is shown to be invalid. In order to show invalidity, one must show that the certificate is clearly in error. See Matter of _____, B-206951, July 12, 1982; Matter of _____, B-198576, June 10, 1981.

Colonel _____ suggests that all the weight tickets in his case have been shown to be clearly in error and therefore invalid, but his main arguments and attention are directed at the set of tickets obtained in San Antonio, the reweigh tickets which were not used to determine the weight of his household goods shipment. The set of tickets obtained in Dayton by the original driver were the basis of the overweight charges. We are inclined to agree with Colonel Freeman that his reweigh tickets were in error based on the evidence that two shipments may have been commingled in the same trailer when the scale weights were obtained. If the reweigh tickets had been the only set of weight tickets in this case, it might have become necessary to determine the weight of the shipment by other means, since the amount of the error in the tickets would have remained a matter of uncertainty and conjecture. Compare Matter of _____, cited above.

However, the origin weight tickets obtained at Dayton were not tainted with the irregularity just mentioned. Colonel _____ also challenges the validity of those tickets on the basis of evidence that a Government inspector at Dayton estimated his shipment to be 14,000 pounds, and that his prior shipment 2 years earlier of essentially the same items had a weight of 12,000 pounds. Our view is that this evidence does not clearly show the origin weight tickets were in error. We have consistently held that approximate weight estimations, or evidence of the weight of household goods shipped in a different move, are insufficient to establish error in scale weight certificates except in highly unusual situations. See e.g., Matter of _____, cited above; Matter of _____, B-198264, May 6, 1980; and B-161523, August 23, 1967. In the present case we do not find the weight of the household goods as determined through the origin weight tickets to be obviously excessive, nor do we find the origin tare weight ticket of an even "26,000" pounds to be so unusual or suspect as to justify a conclusion of obvious error or

B-207806

irregularity. Hence, we find no reason to question the determination of the Air Force based on the origin weight tickets that Colonel was obligated to pay \$330.58 in excess weight charges.

Accordingly, we sustain the Claims Group's action in denying Colonel claim for a refund of the excess weight charges assessed.

Milton J. Aroian

Acting Comptroller General
of the United States