

DECISION

DIGEST - L Mil

**THE COMPTROLLER GENERAL 1098
OF THE UNITED STATES
WASHINGTON, D. C. 20548**

FILE: B-182263

DATE: MAR 29 1976

MATTER OF: Lieutenant , USNR,

- DIGEST:
1. Member who had jeep transported by ship at Government expense upon his release from active duty is not entitled to reimbursement for storage of the jeep at port of debarkation nor for mileage for driving jeep from such port to his home since, under 10 U.S.C. 2634 (1970), only ocean transportation is authorized at Government expense, not storage or land transportation.
 2. Member who upon release from active duty had his household goods shipped to his home in Brazil may be reimbursed cost of shipping broker's charges to have goods released from dock and entered into Brazil since member was instructed by Navy transportation personnel to handle such arrangements himself and no Government transportation officers were available at Brazilian port.
 3. Upon his release from active duty member had his household goods shipped to his home in Brazil with instructions that he be notified at two addresses of estimated time of arrival and name of vessel transporting goods. Due to administrative error by Government and no fault of member, he did not receive notice of arrival of goods until several days after they had arrived at dock and had been placed in storage for period exceeding 90 days. In such circumstances member may be reimbursed for up to 90 days' additional storage.

This action is in response to letter dated August 10, 1974, from Lieutenant , USNR, , appealing our Transportation and Claims Division settlement dated July 12, 1974, which partially disallowed his claim for reimbursement of charges

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he incurred incident to the shipment of his household goods and jeep upon his release from active duty in the United States Navy in October 1969.

The record shows that the member was released from active duty on October 31, 1969, and traveled to Belem, Para, Brazil, South America, which is in the vicinity of his home of record, A/C Hotel Imperial, Carolina, Maranhao, Brazil. Incident to his release from active duty, 10,300 pounds of his household goods and his privately owned jeep were shipped at Government expense to Brazil. The household goods were shipped on January 6, 1970, and the jeep on July 8, 1970, both on Government Bills of Lading consigned to the United States Military Mission, United States Embassy, Belem, Brazil. The record shows that at the time the member arranged for the shipment of his household goods and jeep (September 1969), he requested that notice of the name of the vessel carrying his property and its estimated time of arrival be sent to him in Belem, Brazil, and to his father-in-law in Louisiana.

The member and his family traveled to Brazil where they established a home on a farm in a remote location about half-way between Belem (which is a seaport) and Carolina (the member's home of record).

Apparently, the member was not available to take delivery of the household goods and jeep upon their arrival in Belem, therefore, they were placed in storage. The member was later required to pay storage and related charges to obtain his property. He also incurred various costs to transport them over 300 miles from Belem to his farm.

By letter dated November 20, 1970, the member filed a claim with the Navy seeking reimbursement for various travel and transportation related expenses he incurred incident to his release from active duty. By letter dated May 10, 1971, the portion of the member's claim related to the transportation of his household goods and jeep was transmitted by the Navy Regional Finance Center, Washington, D.C., to our Claims Division for settlement. As submitted by the member, that portion of his claim consisted of the following items:

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1. Storage and related charges in connection with getting the jeep released by the shipping company on September 22, 1970:	\$ 369.48
2. Storage and related charges in connection with getting the household goods released by the shipping companies on September 26, 1970:	368.80
3. Transportation of the household goods on September 27, 1970, 330 miles from Belem to member's home:	85.29
4. Expense of driving the jeep on September 24, 1970, 330 miles from Belem to member's home @ \$0.06 per mile:	<u>19.80</u>
TOTAL	<u>\$ 843.37</u>

The member submitted receipts and statements in support of the various amounts claimed.

After further correspondence between our Transportation and Claims Division, the Navy and the member, on July 12, 1974, our Transportation and Claims Division authorized partial payment on the claim in the amount of \$257.42, consisting of wharfage of the jeep (\$84.71) and, wharfage, warehousing (handling and 90 days' storage), and hauling from storage to the member's home of the household goods (\$172.71). The storage and other fees and charges in connection with the jeep were disallowed as unauthorized by applicable regulations. Charges for storage of the household goods in excess of 90 days were disallowed because additional storage had not been authorized. Various charges for inspection, technical service, Xerox copies and office services were disallowed since they appeared to be expenses required in effecting entry of the household goods into Brazil and it was indicated reimbursement for such charges was unauthorized. Also, a charge for manual help in loading the household goods into a truck was disallowed because the member had not submitted a receipt for the charge over the handwritten signature of the person providing the service.

In his original claim and his August 10, 1974 letter the member states that when he was arranging for the shipment of his property, the Navy personnel in charge of the shipment asked that he assist in getting his goods and vehicle from the docks in Belem

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to his home. He says that he agreed to do so and asked that notification of the date of shipment and estimated date of arrival of the goods in Belem be made to both a mission post office box in Belem and to his father-in-law's address in Louisiana to insure that he received the notification. He further states that such notification was never received at the Louisiana address and, it was not received at Belem until after the goods had been on the docks for a number of months. These statements are substantially supported by official Navy documents and correspondence contained in the record.

The member states that upon learning of the arrival of his goods, through the aid of a shipping agent in Belem, he was permitted to go through the dock warehouses and find his jeep and most of the crates containing his household goods scattered inside and outside. He says he then spent over a month trying to trace the original bills of lading, all of which he was never able to locate, but he was finally successful in getting the shipping companies to release the goods. He states that much of the confusion was due to the fact that the goods were shipped on four different vessels which arrived at Belem at different times.

The member also states that the shipments were exempt from customs charges because he had entered the country on a permanent visa. However, he states that the charges of the shipping broker who helped him get his goods off the dock included port handling charges.

Based on the above, the member asks that his claim be reevaluated.

Under the authority of 10 U.S.C. 2634 (1970) and paragraph M11002, Volume 1, Joint Travel Regulations (1 JTR) (change 193, February 1, 1969), a member released from active duty in certain circumstances is entitled to have one motor vehicle owned by him shipped at Government expense by vessel to his home. However, such authority is limited to services performed by ocean carriers incident to transportation by water and does not include land transportation. See B-180585, February 3, 1975. In this regard 1 JTR para. M11000-2 (change 193, February 2, 1969) specifically provides that as customs and "other fees and charges" required to effect entry of a vehicle into a country are not part of shipment, such costs will be borne by the member. Also, there is no authority for the storage of a privately owned motor vehicle at Government expense. See B-179580, March 18, 1974, and 1 JTR para. M11002-4.

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Therefore, the member's claim for the broker's service charges incident to having his jeep released from the dock, storage charges for the jeep, and land transportation of the jeep from Belem to his home may not be allowed. Since the ocean transportation of his jeep was effected at Government expense by use of a Government Bill of Lading, and since by the July 12, 1974 settlement he was allowed the wharfage charge for the jeep, he is not entitled to any further amounts in connection with the transportation of his jeep. Accordingly, the disallowance of that portion of his claim is sustained.

Concerning the various broker's fees and charges the member was required to pay to effect release of his household goods at Belem (translation of documents, technical service, Xerox copies, office service, etc.) and the labor charge he claims he paid for loading the truck, pursuant to 37 U.S.C. 406(b)(1970), and 1 JTR para. M8259(ch. 200, September 1, 1969), the member was entitled to the transportation of his household goods, including packing, crating, drayage, temporary storage and unpacking. Since the record shows that he was directed in advance by the Navy to arrange for the clearance of his goods at Belem, and in view of lack of United States Government transportation personnel at Belem to make such arrangements for him, it appears that the shipping broker's fees and charges the member incurred in connection with the transportation of his household goods are properly payable as necessary transportation expenses. Compare 28 Comp. Gen. 172(1948). Also, although the only documentation the member has produced to support the fee for manual labor to load his goods on the truck at Belem is a handwritten statement on another receipt, in view of all the circumstances of this case including the fact that such labor was probably a necessity and, considering the small amount of the fee (less than \$9), the amount claimed may be allowed.

Concerning additional storage (beyond 90 days) at Government expense for the member's household goods at Belem, temporary storage is authorized pursuant to 37 U.S.C. 406(b) under 1 JTR para. M8100(ch. 201, October 1, 1969) which provides that a member will be entitled to temporary storage at Government expense for a period of 90 days in connection with any authorized shipment of household goods. When household goods are not removed from storage before expiration of the initial 90-day period, all storage charges accruing after expiration of the 90-day period will be borne by the member unless additional storage is authorized under this paragraph. Paragraph M8100-2 further provides that additional storage of not more than 90 days may be authorized in

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advance or subsequently approved by the transportation officer or such other officer as the service concerned may designate when because of conditions "beyond the control of the member," household goods in temporary storage at Government expense cannot be withdrawn during the first 90 days.

In this case, because of lack of communication about the arrival dates of the shipment the member was unable to accept or remove the goods upon delivery. Once the member received notification of the delivery of the goods he arranged for their removal in about 60 days, which is a reasonable time in view of the difficulty he apparently encountered in locating them and securing the necessary documents to obtain their release. Thus, because the member did not receive notice of delivery as agreed and he removed the goods within a reasonable time after notice of delivery, he could be reimbursed for up to an additional 90 days of storage if authorized in advance or if he obtained subsequent approval.

While the record fails to indicate that the member obtained advance authorization, for additional storage, it does include a copy of a letter dated December 15, 1970, from Headquarters Military Ocean Terminal, Bayonne, New Jersey, to the member explaining the reasons for the delay and confusion in shipping his household goods. From that letter it appears that the delays and confusion were not the fault of the member. Therefore, in view of the December 15, 1970 letter, and considering the unusual circumstances of this case, reimbursement is authorized for not to exceed an additional 90 days' storage of the member's household goods. Storage in excess of this additional 90 days is not authorized and to that extent, the disallowance of the claim is sustained. Compare B-144666, February 28, 1961.

Additional reimbursement will be allowed to the member consistent with this decision.

H. F. Keller

Deputy Comptroller General
of the United States