

72FMS

# DECISION



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

10, 823

FILE: B-194961

DATE: July 23, 1979

MATTER OF: Woodrow F. Bellamy

## DIGEST:

1. Claim for refund of costs recovered by Air Force for excess weight of household goods shipped in connection with permanent change of station may not be allowed in absence of evidence showing agency determination to be clearly in error.
2. Question whether and to what extent authorized weights have been exceeded in shipment of household effects by members of the uniformed services is considered to be matter primarily for administrative determination and ordinarily will not be questioned in absence of evidence showing it to be clearly in error.

Woodrow F. Bellamy, MSgt., USAF, requests review of the settlement of our Claims Division denying a claim for refund of \$415.07 recovered by the Air Force for excess costs associated with the shipment of member's household goods upon permanent change of station from MacDill Air Force Base, Florida (MacDill).

Pursuant to permanent change of station orders Sgt. Bellamy's household goods were picked up on June 25, 1974, and one lot, shown on the bill of lading as weighing 7,700 pounds, was transported from MacDill to Aviano Air Base, Italy, under Government bill of lading (GBL) No. K-5518163. A second shipment, weighing 2,500 pounds, was transported from MacDill to Sweetwater, Tennessee, under GBL No. K-5518143, dated June 19, 1974. He was authorized to ship 8,500 pounds on Special Order AA-3031, dated June 4, 1974. The two shipments exceeded his authorized weight allowance and he was charged excess costs of \$415.07 for an adjusted excess weight of 756 pounds.

Sgt. Bellamy alleges that when the plastic-lined shipping crate, which was supposedly waterproof and contained five carpets, was opened at destination in Italy water poured out of the crate. When the goods were picked up at his residence they were transported to the carrier's warehouse for crating the following day. On the following day, June 26, 10.74 inches of rain fell in MacDill as evidenced by a statement of the USAF Chief Forecaster used with his claim for damage in transit. Sgt. Bellamy challenges the weight shown on the GBL

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alleging that either the crate was full of water when the carpets were packed or that the carpets were in the crate with the top off while it was raining and that "it is obvious that the crate had not been sealed which means it had not been weighed before the water was allowed to enter." The excess weight is therefore alleged to have been rainwater in the crate.

A reweigh was not requested at destination because the carrier's weight estimate of 7,900 pounds total was considerably less than the member's authorized weight, and the Air Force did not notify Sgt. Bellamy of the excess weight until 18 months after shipment.

Section 406 of Title 37, United States Code, provides for the transportation of household effects of members of the uniformed services to and from such places and within such weight allowances as may be prescribed by the Secretaries concerned. Implementing regulations published in Chapter 8, Volume 1 of the Joint Travel Regulations, provide that household goods of members may be transported at Government expense within prescribed weight allowances, and that any excess weight will be transported at the owner's expense.

The question of whether and to what extent authorized weights have been exceeded by the shipment of household effects is considered to be a matter primarily for administrative determination and ordinarily will not be questioned in the absence of evidence showing it to be clearly in error. See B-192618, November 9, 1978; B-190541, November 28, 1977, and B-189388, August 23, 1977.

The suggestion by Sgt. Bellamy that rainwater entered the package at the time of the packing of the household effects and was present in the packing at the time of weighing, thereby accounting for the excess weight, is unsupported by any substantial evidence. Consequently, he may not be relieved of liability for the excess shipping costs.

The disallowance of the claim is sustained.

*Thy 12.11.78*  
Deputy Comptroller General  
of the United States