

17564

Mr. Mosher

DECISION



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

FILE: B-199110

DATE: March 30, 1981

MATTER OF: Major Arthur F. Millard, USA

DIGEST: An Army officer transferred on permanent change of station orders from San Francisco, California, to Fort McPherson, Georgia, authorized his household goods to be placed in temporary storage by his wife. The goods were stored in Oakland, California, for 4 months and then, on instructions from the member and his wife, delivered to an address in San Francisco. Member is liable for the temporary storage charges since the intracity drayage may not be considered shipment and temporary storage in connection with intracity drayage is not authorized.

The issue presented in this case upon an appeal from a settlement of our Claims Division is whether a member of the uniformed services on a permanent change of station is entitled to temporary storage of household goods where the goods were moved from Government quarters to a storage facility and then to a residence in the same city as the old duty station. Since temporary storage in connection with intracity drayage is not authorized, the answer is no.

Major Arthur F. Millard, USA, was directed in August 1978 to make a permanent change of station from the Presidio of San Francisco, California, to Fort McPherson, Georgia. Some of Major Millard's goods apparently were shipped to the new duty station in October 1978 at his request. But on an application for shipment and/or storage of personal property (DD Form 1299) Major Millard authorized the greater part of his goods (which weighed 6,200 pounds) to be placed in "Temporary Storage or as designated by Donalinda Millard or Captain Robert V. Masenga, JAGC." The agent designated on the Form 1299 to receive the property at destination was Major Millard's wife, Donalinda Millard. Apparently, Mrs. Millard was not accompanying Major Millard to his new duty station. She was authorized to remain in Government quarters at the Presidio of San Francisco until November 6, 1978.

114753

~~016-198~~

B-199110

On November 1, 1978, Mrs. Millard had the household goods placed in temporary storage in Oakland, California.

In a letter dated February 16, 1979, Major Millard wrote from Fort McPherson, Georgia, to the Naval Supply Center, Oakland, California (which was handling the transportation), protesting a charge that had been made for the temporary storage of the goods after he or Mrs. Millard had apparently informed that office to deliver the goods to 2396 Pine Street, San Francisco, California. In his letter of February 16, 1979, he again requested that the goods be delivered to the San Francisco address. On February 26, 1979, the goods were delivered to 2396 Pine Street, Apartment #108, San Francisco, California. Although the service assumed the cost of the drayage of the household goods, Major Millard was billed for the storage charge in the amount of \$827.70.

Major Millard protests the storage charges, asserting that his wife had no authority to have the goods placed in storage and, in any event, the Government should pay those charges.

Under the pertinent statute, 37 U.S.C. § 406 (1976), and Volume 1, Joint Travel Regulations (1 JTR) issued pursuant to the statute, a duly authorized permanent change of station fixes the member's right to transportation of his household goods within prescribed limitations, from the old permanent station to the new permanent station, or as otherwise provided.

Paragraph M8100-1, 1 JTR, provides in part that, "Temporary storage is storage authorized in connection with a shipment of permanent change-of-station weight allowance of household goods." Entitlement to temporary storage of household goods not already under Government control is stated to commence on the date the household goods are released to a carrier, contractor, or the Government "for shipment." That paragraph further provides that the member will bear all costs of temporary storage when household goods placed therein pursuant to permanent change of station orders are not shipped under such orders. Also, paragraph M8100-1 specifically

B-199110

provides that temporary storage is not authorized in connection with an intracity movement of household goods as authorized in paragraph M8051 (ch. 293). Paragraph M8051 authorizes the drayage or hauling of household goods within the same city, town or metropolitan area under certain conditions.

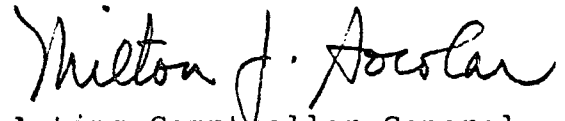
We have long held that temporary storage must be used in connection with a shipment of the goods involved. 32 Comp. Gen. 410 (1953), and 43 Comp. Gen. 823, 825 (1964). The mere movement of household goods from a residence to local storage is not the beginning of a shipment. The shipment begins when the goods actually are turned over to the carrier with an order to deliver them to a designated location. B-183371, March 30, 1976. Intracity drayage may not be considered shipment and temporary storage in connection with intracity drayage is not authorized. 33 Comp. Gen. 470 (1954).

In the present case the goods were never "shipped" within the meaning of the statute and regulations. At the time they were placed in temporary storage, November 1, 1978, there was no order to deliver them to a designated place. That order did not come until sometime in February 1979. Then the movement of the goods to an address in San Francisco, within the same corporate limits as the old duty station, constituted intracity drayage, not shipment.

Major Millard's claim that his wife had no authority to place the goods in storage and that, therefore, he cannot be held responsible for the storage charges, cannot be sustained. As is indicated above, the record before us shows that he executed a DD Form 1299, dated October 25, 1978, in which he authorized his goods to be placed in "temporary storage or as designated by Donalinda Millard or Captain Robert Masenga, JAGC." Further, that document designated Donalinda Millard as agent to receive the property at destination. There is no evidence that that authorization was ever revoked. Accordingly, the service not only had a right but an obligation to rely upon the instructions and designation of the agent that Major Millard gave.

B-199110

Accordingly, the settlement of our Claims Division determining that Major Millard is indebted to the United States in the amount of \$827.70 for the excess cost resulting from temporary storage of his household goods is sustained.

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

Acting Comptroller General
of the United States

Memorandum

March 30, 1981

TO : Associate Director, AFMD - Claims Group (Room 5858)

FROM :  Acting Comptroller GeneralSUBJECT: Major Arthur F. Millard's Claim for Household Goods
Storage Expenses - B-199110-O.M.

Returned is file Z-2716434 pertaining to Major Arthur F. Millard, disputing his indebtedness to the United States in the amount of \$827.70 arising incident to temporary storage of household goods. In our decision of this date, copy attached, we sustained the Claims Division's action in the matter.

Attachments - 2