



Comptroller General
of the United States
Washington, D.C. 20548

Decision

Matter of: Robert M. Goebel - Claim Under Uniformed Services Savings Deposit Program
File: B-241343
Date: November 7, 1990

DECISION

This is in response to an appeal of a Claims Group determination denying Robert M. Goebel's claim for \$600, which had been deducted from his pay over 3 months while he was in the Army for deposit in the Uniformed Services Savings Deposit Program (Program). For the reasons presented below, the claim, with appropriate interest, may be paid.

Congress enacted the Uniformed Services Savings Deposit Program in 1966. See Pub. L. No. 89-538, § 1(1), 80 Stat. 347, codified at 10 U.S.C. § 1035; and Exec. Order No. 11,298, Aug. 14, 1966. Money deposited in the Program by military personnel was deposited in the Treasury in a separate fund for the benefit of the depositor. The Program paid 10 percent interest compounded quarterly on savings deposited by military personnel who were permanently stationed outside the United States; principal and interest were to be paid to a member upon his return.^{1/}

Mr. Goebel, who separated from the Army in November 1969, states that in July 1969 he authorized a class "S" allotment of \$200 per month to be deducted from his earnings beginning in August of that year for deposit in the Program. (Class "S" allotments are only for deposits.) To support his claim, Mr. Goebel has provided a copy of the allotment authorization form and his earnings statements for August through November 1969.

Mr. Goebel's August 1969 statement shows that a class "S" allotment of \$200 was deducted from his earnings; according to the earnings statements for September and October, \$200 also was deducted in each of those months, although the allotment was identified as a class "E" allotment on those statements.

^{1/} Although the law still appears in the United States Code, the Program was phased out for most members in June 1974 because money ceased to be appropriated to pay the interest.

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(Class "E" allotments are amounts a member may designate to save in an institution other than the Program or to pay certain other obligations.) Mr. Goebel's November statement indicates that \$200 was not deducted that month because it was only a partial month's pay due to his discharge from the Army, but the statement does indicate that a class "S" allotment last was deducted in October 1969.

Mr. Goebel initially asked for the \$600 upon his discharge, but was advised (in 1970) that the government had no record of a Program account in his name, so that he needed to furnish copies of pay vouchers to show that the allotment deductions were made. Mr. Goebel did not pursue the matter further until this year however,^{2/} and the Army denied his claim because the agency could find no record of Mr. Goebel's allotment authorization or of the money being deposited in the Program in his name. Our Claims Group agreed with the Army's determination. We think the claim should be paid, however.

As the Claims Group pointed out in denying Mr. Goebel's claim, according to 4 C.F.R. § 31.7 the burden is on the claimant to prove his right to payment. Thus, for example, in Master Sergeant Anthony Goularte, USA (Retired) (Deceased), B-223810, Oct. 8, 1986, we denied a claim by the wife of a deceased soldier for savings he had apparently accumulated prior to his retirement in an earlier savings program. Her only evidence was a certificate indicating that he had made a deposit on a particular date. Although the member's records had been destroyed, the Army Finance and Accounting Center believed that the soldier received his savings when he retired from active duty. We found that the claimant had not met her burden to prove the validity of her claim.

Here, Mr. Goebel has presented an allotment authorization form, along with earnings statements showing that \$200 per month in fact was deducted from his earnings in August, September, and October 1969, clearly pursuant to the authorization, although we recognize that there is a discrepancy in the class of allotment indicated on the statements. The Army finance office, which does not have its own record of Mr. Goebel's allotment authorization, nevertheless concedes that allotments were deducted from Mr. Goebel's earnings and has informally advised us that it does not believe he ever received the amounts that were deducted.

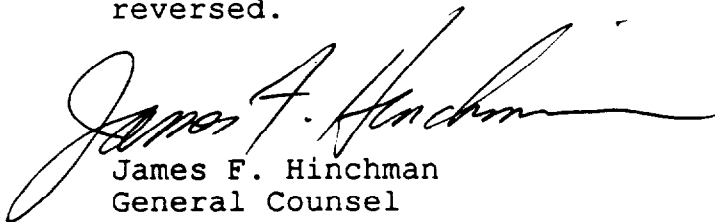
^{2/} The 6-year limit on bringing claims, 31 U.S.C. § 3702(b), does not apply to claims for money deposited in the Treasury in a trust fund for the benefit of the depositor. See Master Sergeant Anthony Goularte, USA (Retired) (Deceased), B-223810, Oct. 8, 1986.

In our view, Mr. Goebel has met his burden of proof that the money was deducted from his earnings for deposit to the Program. In this respect, we note that the Army does not suggest that all \$600 did not go into the Program, including the amounts erroneously identified as class "E," but just that it was not deposited in an account in Mr. Goebel's name.

We also are persuaded that Mr. Goebel never withdrew the money, which is consistent with the Army finance office's expressed belief. As stated above, shortly after his discharge officials told Mr. Goebel that there was no record of a Program account for him, and that it therefore was up to him to establish that deductions had been made in order to be paid the \$600. There is no evidence that Mr. Goebel pursued the matter before his recent unsuccessful filing with the Army; of any record setting up an account after 1970; or of a related Program transaction since then. In these circumstances, it is not logical to conclude that the government permitted Mr. Goebel to withdraw the money.

A claimant is entitled to interest on a claim against the government if there is specific statutory authority for it. See M. Rene Santoni, B-187877, Apr. 14, 1977. Money deposited in the Program accrued interest while the depositor was stationed overseas, as well as for a maximum of 90 days after return if repayment was delayed. 10 U.S.C. § 1035(b); Department of Defense Military Pay and Allowances Entitlements Manual, table 7-8-2 (1967 ed. change 14). Mr. Goebel thus is entitled to the interest his savings would have earned while on deposit, from the date of his first allotment in August 1969 until he returned to the United States in November 1969 plus an additional 90 days.

Accordingly, Mr. Goebel should be paid the \$600 claimed, plus appropriate interest. The Claims Group's decision is reversed.


James F. Hinchman
General Counsel