

DATE: November 7, 1996

In Re:

American International Moving, Corp.

Claimant

Claims Case No. 96091601

CLAIMS APPEALS BOARD DECISION

DIGEST

1. Carrier requests reconsideration of DOHA Claims Appeal. To prevail on reconsideration the carrier must demonstrate an error in fact or law. Neither disagreement with a decision nor restatement of arguments already made establishes that the decision was based on an error of fact or law.
2. This office has no authority to consider claims for interest. Questions regarding payment and interest should be directed to the service or agency involved.

DECISION

American International Moving, Corporation (American) requests reconsideration of DOHA Claims Case No. 96070206 (September 5, 1996). The Defense Office of Hearings and Appeals affirmed the General Accounting Office (GAO) settlement, denying reimbursement of \$1,455.69 set off by the Air Force, except for a refund of \$169.16, for which a timely claim against American had not been filed.

Background

In the request for reconsideration, American reargues issues raised at the agency level, at the GAO settlement level and in the DOHA decision. American contends it is entitled to interest on \$169.16 which had been offset by the Air Force and which the Air Force must not refund. American also wants this Office to ensure that the refund will be paid by a certain date.

Discussion

To prevail on reconsideration, the carrier must demonstrate an error in fact or law. Neither disagreement with a decision nor restatement of arguments already made establishes that the decision was based on an error of fact or law. See DOHA Claims Case No. 96070215, (October 15, 1996.) American reargues its position on a number of items. These positions had previously been considered by the Air Force, the GAO and this Office. American disagrees with the findings made in the decision, but provides no evidence that there was an error of fact or law involved.

For example, American contends that the reasonable measure of damages for the sofa, ottoman and chair set belonging to the shipper was a loss of value award to compensate for the black marker damage to the love seat. Such an award is appropriate only when the damage to the property is minor. American argues that this is minor damage, but offered no valuation evidence to support this argument. On the other hand, the record contains a photograph of a long, noticeable, black mark across the front of the white love seat. The Air Force clearly had a reasonable basis for finding that the damage was not minor. Thus we find no basis for reconsideration of this matter.

With regard to the issue of interest, the authority of this Office on claims of carriers pursuant to title 31 of the United States Code, Section 3702, for refunds of amounts collected by agencies for loss or damage, is co-extensive with the authority previously exercised by GAO. For the present, we have adopted the practices and procedures of GAO. See 61 Fed. Reg. 50285 (1996).

It is well established that the General Accounting Office had no jurisdiction to award interest or penalties in the absence of express statutory or contractual authority. See James R. Stockbridge, 70 Comp. Gen. 571 (1991). The Comptroller General has held that claims for interest in this type of case must be addressed to the agency or service involved. See e.g.,

American International Moving, Corp., B-247576.9, Aug. 2, 1995. No additional jurisdiction regarding interest payments has been authorized or delegated to this Office. Thus, this Office has no authority to consider claims for interest. Questions regarding payment and interest should be directed to the agency involved.

Conclusion

The petition for reconsideration is denied.

Signed: Michael D. Hipple

Michael D. Hipple

Chairman, Claims Appeals Board

Signed: Christine M. Kopocis

Christine M. Kopocis

Member, Claims Appeals Board

Signed: Joyce Maguire

Joyce Maguire

Member, Claims Appeals Board