

ARMY REGULATIONS }  
No. 25-220 }

WAR DEPARTMENT  
WASHINGTON 25, D. C., 29 May 1945

**JUDGE ADVOCATE GENERAL'S DEPARTMENT**

**CLAIMS IN FAVOR OF THE UNITED STATES FOR DAMAGE TO OR LOSS OR DESTRUCTION OF GOVERNMENT PROPERTY AND FOR EXPENSE OR LOSS SUSTAINED BY THE GOVERNMENT INCIDENT TO INJURY TO OR DEATH OF MILITARY PERSONNEL**

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**1. Definitions.**—The words “claim” and “defendant” and the expression “Government property” are used in these regulations as follows:

*a. Claim.*—The right of the United States to demand from a defendant reimbursement for damage to or loss or destruction of Government property, or for loss of services, cost of medical treatment, hospitalization, travel, or other expense or loss sustained or to be sustained by the Government incident to injury to or death of military personnel, arising from negligence or wrongful act.

*b. Defendant.*

- (1) Any individual, excluding military and naval personnel and civilian employees of the United States acting within the scope of their employment when only simple negligence is involved; and
- (2) Any partnership, association, corporation, or governmental body, other than an instrumentality of the United States.

*c. Government property.*—Real or personal property owned by the Government or otherwise in the custody or control of the War Department or of the Army. Where liability to the Government for the particular damage, loss, or destruction is fixed by contract, for example, in the case of property furnished to or otherwise acquired by a War Department contractor or subcontractor, such liability will normally be asserted under the contract and not pursuant to the provisions of these regulations.

**2. Scope.**—Included within the provisions of these regulations are claims in excess of \$25, and claims in lesser amount when the assertion thereof is deemed in the interest of the Government for:

- a.* Damage to or loss or destruction of Government property.
- b.* Amount of pay and allowances paid or payable by the Government to military personnel for any period of incapacitation incident to injury to such personnel.
- c.* Cost of medical treatment, hospitalization, travel, or other expense or loss to the Government, in the rehabilitation of military personnel incident to injury to such personnel.
- d.* Cost of funeral, burial, transportation, or other expense or loss to the Government, incident to death of military personnel.
- e.* Expense to the Government, incurred in other cases, arising from negligence or wrongful act, where the Government's obligation is fixed by common law, Federal or state statute, convention, treaty, or agreement.

**3. Investigations.**—*a. General.*—Investigations will be made in the manner provided in AR 25-20 and will be of a scope commensurate with the nature and extent of the damage, loss, or destruction, or the expense or loss sustained.

*b. Report by claims officer.*—The report of the claims officer will be prepared as provided in AR 25-20 and will contain such of the following additional data as are pertinent:

- (1) *Where Government property is damaged, lost, or destroyed.*
  - (a) Description of the property, including the Government serial number, if any.

\*This pamphlet supersedes AR 25-220, 3 July 1943; section I, WD Circular 254, and section I, WD Circular 310, 1944.

will include a determination whether the defendant is legally liable to the United States and, if so, the amount of such liability. Upon a determination that the defendant is liable and of the amount of such liability, the commanding general of the service command or air technical service command, or the chief of the command claims service, will, unless a demand in the same amount has already been made, cause a written demand to be made upon the defendant for payment of the claim. If such demand is complied with, the check or money order will be accepted and transmitted to the nearest disbursing officer. If the defendant fails to comply with the demand within a reasonable time, and the amount involved, the financial responsibility of the defendant, and other circumstances of the case appear to make advisable the institution of suit, or if the defendant has already made, or on such demand makes, a compromise offer accompanied by a check or money order, the commanding general of the service command or air technical service command, or the chief of the command claims service (who will first, however, in cases involving the transmission of foreign funds, convert the tendered check or money order into a United States Treasury check), will forward the original and one copy of the file, including any compromise offer and check or money order, with his recommendation as to the advisability of acceptance of such compromise offer, if any, or, if none, as to the advisability of instituting suit, to The Judge Advocate General, Washington 25, D. C., for appropriate administrative action.

5. Receipts.—The commanding officer appointing the claims officer, or any reviewing authority, including any officers on the reviewing authority's staff designated by him for that purpose, may, on request, execute and deliver to any defendant making payment in full a receipt in substantially the following form:

RECEIPT

-----  
 (Date)  
 Acknowledgment is hereby made of the receipt by the United States of America of a { check } in the amount of \$---- payable to the order of { money order } the Treasurer of the United States as full payment by -----, (Defendant) under the provisions of AR 25-220, of the amount due the United States by reason of ----- (State nature of claim, property, or persons involved, and date and place of occurrence) ----- (Name, grade, and title)

6. Releases.—Where a defendant, voluntarily or pursuant to demand, tenders payment in full but demands a release by the Government of its claim against the defendant as a condition of such payment, no release will be executed or delivered but the file, including the desired form of release and the check or money order, will be forwarded in the manner provided in paragraph 4 in the case of a compromise offer to The Judge Advocate General for appropriate administrative action.

7. Statutes of limitations.—Neither statutes of limitation nor laches are ordinarily a defense in actions by the Government. *United States v. Thompson*, 98 U. S. 486, 25 Law Ed 194; *Guaranty Trust Co. v. United States*, 304 U. S. 126, 82 Law Ed 1224, 58 Sup Ct 785.

[AG 159 (26 Jul 45)]

BY ORDER OF THE SECRETARY OF WAR:

OFFICIAL:  
 J. A. ULIO  
 Major General  
 The Adjutant General

G. C. MARSHALL  
 Chief of Staff

DISTRIBUTION:  
 A; E.

RG-03.03.03

JUDGE ADVOCATE GENERAL'S DEPARTMENT

CLAIMS OF MILITARY PERSONNEL AND CIVILIAN EMPLOYEES  
FOR PROPERTY DAMAGED, LOST, DESTROYED, CAPTURED, OR  
ABANDONED IN THE SERVICE

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1. Statutory provisions.—That the Secretary of War, and such other officer or officers as he may designate for such purposes and under such regulations as he may prescribe, are hereby authorized to consider, ascertain, adjust, determine, settle, and pay any claim against the United States, including claims not heretofore satisfied arising on or after December 7, 1939, of military personnel and civilian employees of the War Department or of the Army, when such claim is substantiated, and the property determined to be reasonable, useful, necessary, or proper under the attendant circumstances, in such manner as the Secretary of War may by regulation prescribe, for damage to or loss, destruction, capture, or abandonment of personal property occurring incident to their service, or to replace such personal property in kind: *Provided*, That the damage to or loss, destruction, capture, or abandonment of property shall not have been caused in whole or in part by any negligence or wrongful act on the part of the claimant, his agent, or employee, and shall not have occurred at quarters occupied by the claimant within continental United States (excluding Alaska) which are not assigned to him or otherwise provided in kind by the Government. No claim shall be settled under this Act unless presented in writing within one year after the accident or incident out of which such claim arises shall have occurred:

\*This pamphlet supersedes AR 25-100, 3 July 1943, and WD Circular 167, 1945.

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