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**DECISION**



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

Elwood Wallis      **Transp.**

**FILE: B-190738**

**DATE: June 7, 1978**

**MATTER OF: Trans Country Van Lines, Inc.**

**DIGEST:**

1. Carrier rate tender applying to "Office equipment, electronic equipment, etc. Except uncrated household goods" applies to all articles except uncrated household goods usually transported by household goods carrier.
2. Etc. is abbreviation of etcetera and means others of the same kind.

Trans Country Van Lines, Inc. (Trans Country), in letter dated November 12, 1977, requests the Comptroller General of the United States to review the final action of the General Services Administration (GSA) in sustaining upon reconsideration the disallowance of Trans Country's claims for \$290.30 and \$230.45. See Section 201(3) of the General Accounting Office Act of 1974, 49 U.S.C. 66(i) (Supp. V, 1975) and the implementing regulations in 41 C.F.R. 53 (1977).

GSA reports that for each of two shipments described on Government bills of lading as "DISPLAYS" the Government requested and received the exclusive use of a 40-foot van with a capacity of 3,000 cubic feet. One shipment moved from Picatinny, New Jersey, to Fort Monmouth, New Jersey, under bill of lading F-3426566, issued on November 5, 1971; the other shipment moved from Fort Monmouth, New Jersey, to Picatinny, New Jersey, under bill of lading F-3426567, issued on November 13, 1971. Both bills of lading bore a notation making reference to "TRANS COUNTRY #55 TENDER EFF 3-1-66" (Tender 55 NJ). The carrier initially collected on the two shipments transportation charges based on Trans Country's Tender 55 NJ.

Trans Country filed claims for \$290.30 and \$230.45 on the two shipments; it contends that Tender 55 NJ does not apply on shipments of displays, and that the higher rates and charges published in Movers' & Warehousemen's Association of America, Inc., Tariff 65, MF-I.C.C. 92 (Tariff 65) do apply. On August 23, 1974, each claim was disallowed and a notice of overcharge for \$63 was issued on each shipment because

in GSA's view a certain additional transportation charge did not apply on shipments of displays under Movers' & Warehousemen's Association of America, Inc., Government Rate Tender 1-V, which is incorporated by reference into Tender 55 NJ. Trans Country twice protested the disallowances but they were sustained. The overcharges were recovered by deduction from other moneys payable to the carrier and are not here in contention.

The rates and charges published in Tariff 65, relied on by Trans Country, are governed by the rules and regulations published in Movers' & Warehousemen's Association of America, Inc., Tariff 3-L, MF-I.C.C. 94. The scope of operations shown for Trans Country in the latter tariff does not include intrastate transportation services between points in New Jersey. Therefore, the rates and charges in Tariff 65 do not apply to the shipments.

Trans Country's Tender 55 NJ names rates which apply on shipments of "Office furniture, electronic equipment, etc. Except uncrated household goods," transported between points in New Jersey. The claimant contends that the rates in this tender do not apply on shipments of displays because as the author of the tender it never intended the rates in the tender to be applied on shipments of displays. It states that the intentions of the framer of tender must be given consideration in ascertaining the meaning of words used in the tender.

The construction of tariffs and rate tenders presents a question of law which is not different in character from that presented when the meaning of any other document provision is in dispute. W. P. Brown & Sons Lumber Co. v. Louisville & N.K.R., 299 U.S. 393, 397 (1937); Penn Central Co. v. General Mills, Inc., 439 F.2d 1338, 1340 (8th Cir. 1971). And it is well established that one party's unexpressed subjective intentions do not bind the other party [Hotchkiss v. National City Bank of New York, 200 F. 287, 293 (D.S.D. N.Y. 1911); United States Potash Co. v. McNutt, 70 F.2d 126, 129 (10th Cir. 1934)] and that any ambiguities in a written document will be construed strictly against the drafter, Trans Country, in this case, and in favor of the party to whom the contract is directed, the shipper, in this case. See United States v. Great Northern Ry., 337 F.2d 243, 246 (8th Cir. 1964); C & H Transportation Co. v. United States, 436 F.2d 480, 482 (Ct.Cl. 1971).

We also note that in the construction of documents, it is a fundamental principle that enumeration of certain things of a class implies the exclusion of all not expressed. Kothlein v. Armour And Company, 377 F. Supp. 506, 510 (D. W.D. Pa. 1974) 17A C.J.S. Contracts, sec. 312; 1. Am. Jur. 2d Contracts, sec. 255. A corollary of that rule is that the exclusion of one of a class implies that all others in that class are included. See Howlett v. Doglio, 83 N.E. 2d 708, 713 (1949).

As a carrier licensed to transport household goods in interstate commerce, Trans Country is authorized by the Interstate Commerce Commission (ICC) to haul personal effects, furniture, fixtures, equipment and other "articles, including objects of art, displays, and exhibits, which because of their unusual nature or value require the specialized handling and equipment usually employed in moving household goods." See 49 C.F.R. 1056.1 (1971).

Other definitions of household goods are published in tariff naming rates on shipments moving intrastate in New Jersey. See, for example, New Jersey Movers Tariff Bureau, Inc., Common Tariff No. 1 P.U.C. No. 1 Public Movers (Trans Country is not a participating carrier). Under the commodity description of household goods it includes personal effects, fixtures, equipment and other property usually used in or as part of a dwelling, office or other commercial type establishments, and under the commodity description of special commodities it includes furniture, fixtures, electronic equipment, and other articles including displays and exhibits requiring the use of equipment or personnel usually furnished or employed by movers of such articles. Thus under Common Tariff No. 1, furniture and electronic equipment are grouped with displays and exhibits.

Trans Country's Tender 55 NJ specifically excludes uncrated household goods from coverage under the tender. The tender also specifically provides for application of the rate tender on "Office furniture, electronic equipment, etc." Etc. is the abbreviation of the word etcetera which is defined in Webster's Third New International Dictionary (1966) to mean "and others esp. of the same kind." Cf. Geer v. Birmingham, 88 F. Supp. 189, 226 (D.N.D. Iowa 1950). Since

B-190738

displays are one of the kind of articles generally transported by household goods carriers, and since only uncrated household goods are specifically excluded from coverage, it seems unquestioned that Trans Country's Tender 55 NJ applies to the two shipments of displays.

GSA's action in sustaining upon reconsideration the disallowance of the additional amounts claimed by Trans Country was proper and is sustained.

*R. J. K. M.*  
Acting Comptroller General  
of the United States