

DECISION**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548****FILE:** B-211194**DATE:** April 15, 1986**MATTER OF:** Chandler Trailer Convoy, Inc.**DIGEST:**

When the carrier received a member's 6-month old mobile home its agent noted some pre-existing damage, but the shipper noted only minor damage. Repair estimates presented by the member and evidence of an accident en route support the Air Force's determination that the unit was delivered in substantially damaged condition. Although the agency did not break down the amount charged the carrier for damage, that charge was less than half the amount of the repair estimates. The agency's determination of damages to be charged the carrier is sustained since it was not unreasonable in light of the evidence.

Chandler Trailer Convoy, Inc., appeals our Claims Group's settlement^{1/} which disallowed the carrier's claim for refund of an amount set off by the Department of the Air Force for damage to a member's mobile home. We sustain the settlement.

Facts

On January 18, 1982, Chandler accepted Sergeant Clyde E. Ashley's mobile home at Biloxi, Mississippi, for transportation to Fairchild Air Force Base, Washington, on a government bill of lading. The unit, which was purchased for \$11,324.85 in Biloxi only 6 months earlier, was accepted by the carrier in apparent good order and condition with the following exceptions:

"RIGHT SIDE: Scratch and dents. Corner & edge of door, damaged. Sliding window latch insecure. Panels buckled.

^{1/} The settlement, Claim No. Z-2608885(25), was issued on August 26, 1985, on Air Force Claim No. OSD/GJKZ/82/00366/CR.

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"LEFT SIDE: Panels buckled.

"FRONT: Panels buckled."

Although Sergeant Ashley was not present when the carrier received the unit, the record contains his statement representing that the only pre-move damage was a minor dent on the front door and some minor scratches, but no buckling. It also contains his statement, undisputed by the carrier, that the unit was involved in an accident en route.

Upon delivery in Washington 16 days later, Sergeant Ashley concluded that the unit had been damaged beyond repair. An Air Force inspector noted that 12 feet of paneling and three-fourths of the trim had been pulled off on the left side and a trim retaining board had been broken. Sergeant Ashley obtained two repair estimates. One, presented by We Do Service, Inc., estimated the cost of repair at \$6,533.22. The other presented by Ken's Mobile Home Service, estimated repair costs to be \$4,756.80, which was accompanied by the following comment:

"The above mobile Home after these repairs are made will not be in a condition for a long move. The floor is in bad condition throughout, the side walls are badly pulled loose. The cost to rebuild this unit to its original strength for moving would cost more than the unit is worth. It could be replaced for less money."

Although Sergeant Ashley submitted a claim for the purchase price of the mobile home (\$11,324.85) under the Military Personnel and Civilian Employees' Claims Act, 31 U.S.C. 3701, 3721 (1982), the Air Force approved payment in the amount of \$5,533 based on an estimate of repair cost prepared by the Fairchild AFB Civil Engineering Office. That amount was paid to Sergeant Ashley. In turn the Air Force claimed \$2,027 for the damages from Chandler and when the carrier refused to pay voluntarily this amount was set off from amounts otherwise due.

Discussion

The carrier's appeal is based on the premise that the Air Force did not explain the figure of \$2,027, or correlate that amount with specific items of damage directly caused by the

carrier. Based on a previous decision, which held that a carrier is not liable for damages it did not cause, for normal maintenance costs after delivery, or for pre-existing damage, the carrier contends that the Air Force has not established the amount of damages because the record shows that three elements of damage were commingled in the repair estimates. See Chandler Trailer Convoy, Inc., 55 Comp. Gen. 1209, 1213 (1976).

The record shows that the trailer had sustained some damage before it was received by the carrier, but it also shows that it sustained extensive damage while being moved. The member has stated that the trailer had only minor damage prior to being moved and has shown that it was only 6 months old. The carrier's driver indicated more damage to the trailer prior to shipment than the shipper admits to, but the damage assessment is vague, not clearly indicating the seriousness of the damages. Further, the carrier admits that the trailer was damaged in an accident while being moved.

Since the trailer was almost new when picked up by the carrier and since the carrier has not demonstrated that it had sustained severe damage prior to being picked up, it is reasonable to conclude that the damage sustained in the accident contributed substantially to the estimated repair costs which were obtained at destination. The Air Force has assessed damages against the carrier which are substantially less than half of the lowest repair estimate, an estimate which notes that the repairs involved would not bring the trailer back to new condition.

Although the Air Force did not provide a breakdown of the amount charged the carrier for damage, it seems clear from all the evidence that the damage incurred while the trailer was in transit equaled at least the amount charged the carrier. In the absence of a showing that the agency's determination is unreasonable, we will accept it because the agency is in a better position to evaluate the facts. See McNamara-Lunz Vans and Warehouses, Inc., 57 Comp. Gen. 415, 419 (1978).

Accordingly, the claim is denied.


for Comptroller General
of the United States