



Comptroller General  
of the United States

Washington, D.C. 20548

# Decision

**Matter of:** Tri-State Motor Transit Company

**File:** B-253924

**Date:** January 21, 1994

## DIGEST

Carrier should be paid for furnishing a second dromedary for a shipment where the evidence of record, including the bill of lading, supports the argument that two containers were ordered and used.

## DECISION

Tri-State Motor Transit Company, Inc., requests review of a General Services Administration (GSA) settlement allowing the company to recover charges for providing a container with a capacity of approximately 410 cubic feet, but not for providing a smaller dromedary container in the same shipment.<sup>1</sup> We reverse the settlement.

Tri-State transported 8 pallets of cargo as "Freight-All-Kinds," totaling 279 cubic feet. In block 27 (Mode) of the GBL, the equipment code was "AD A." "AD" is used as the first two characters in the four codes associated with dromedary service up to 200 cubic feet.<sup>2</sup> We are not aware of any equipment code "A," but the code for 410 Dromedary Service is "A10." In block 24, the GBL listed the seal numbers that were applied to two containers: a 410-cubic-foot container ("410-52") and a second ("844"), which Tri-State's records indicate is a smaller dromedary in the 200-cubic-foot range. Military shippers generally issue seal numbers, and this GBL indicated that the shipper applied seals to both containers.

GSA states that it investigated this matter with the shipper, the Defense Logistics Agency (DLA), and it found

<sup>1</sup>This shipment moved under government bill of lading (GBL) C-7,732,577.

<sup>2</sup>Under the Department of Defense Standard Tender of Freight Services, AD1 through AD4 refer to dromedaries with capacities of 132, 155, 180, and 200 cubic feet, respectively.

that only one type of dromedary service, i.e., 410 service, was authorized and provided. GSA suggests that 410 service offered sufficient capacity to transport the shipment, and argues that the carrier therefore has the burden of proving that a smaller dromedary also had been provided on request, as opposed to having been used by the carrier for its own convenience. Tri-State responds that the reason for requesting both services is irrelevant because the shipper requested, and was provided, both types of containers. Tri-State notes the application of seals to both containers.

The Military Traffic Management Command (MTMC) supports Tri-State's claim. After also investigating this matter with DLA, one of MTMC's subordinate commands indicated that the shipper may have experienced difficulty in fitting all 8 pallets into the 410 container. MTMC says it cannot explain why Tri-State would have provided both types of containers unless both were requested.

As the carrier points out, the shipper issued seal numbers and applied seals to two containers; it would not have done so unless it asked for both of them. Also, as indicated above, the GBL specifically referenced the two characters associated with dromedary service up to 200 cubic feet, and the carrier's records indicate that container 844 had a capacity of about 200 cubic feet. The information and analysis provided by MTMC also corroborates the request for, and provision of, both types of container service. Since the weight of the evidence supports Tri-State's claim, GSA's settlement is reversed.

*Raymond E. ...*

*for*  
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Acting General Counsel